

## RECRUITING TERMS AND CONDITIONS

Thank you for your interest in purchasing services from LMSI, LLC d/b/a Lighthouse Lab Services (referred to herein as “we”, “us”, “our”, or “LLS”). We value your business, and our goal is to make your experience as smooth as possible. For the purposes of these Terms and Conditions, the terms “you,” “your,” and “Client” refer to the purchaser of products or services from LLS, and together LLS and Client will be referred to as the “Parties” (each of LLS and Client individually a “Party”). Unless otherwise expressly agreed in writing, your purchase of products or services are subject to the following terms and conditions:

### 1. Agreement Terms

1.1. General Terms. These terms and conditions (“Terms”) govern the relationship between you and LLS for your purchase of products or services from us. You agree to accept and be bound by these Terms by ordering products or services from us.

1.2. Supplementary Terms. Some of our products and services are subject to additional software licenses, limited use label licenses, or other written contract terms that you will not find here (collectively, “Supplementary Terms”). You will find any Supplementary Terms that apply in your quote or other signed agreement with LLS (“Statement of Work” and together with the Terms and Supplementary Terms, the “Agreement”), on our website, or in literature that accompanies the product or service.

1.3. Conflicting Terms. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) Statement of Work; (b) any applicable Supplementary Terms; and (c) finally, these Terms. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in the Agreement differ from the terms of your offer, the Agreement will serve as the governing terms for our contract.

1.4. When the Terms Take Effect. These Terms between us take effect when you receive written or email confirmation that we have accepted your order or that we are kicking off your project.

1.5. Affiliates. The Placement Fee applies to Candidates initially referred to Client by LLS, either as an employee, consultant or independent contractor, within twelve (12) months from the date of LLS’s last referral. If a Candidate that is referred by LLS has already been considered by Client for the position in question or if the Candidate has been considered for comparable positions with Client in the last three (3) months preceding date of LLS’s referral of a candidate to Client, then LLS will not be entitled to a Placement Fee for that candidate if Client notifies LLS within five (5) business days of the date of LLS’s referral. If Client fails to notify LLS within the five (5) business days of LLS’s referral, Client shall owe LLS the Placement Fee. In addition, if LLS refers a Candidate that is initially rejected by Client and then Client hires the Candidate within the following twelve (12) month period for any position, Client shall owe LLS the Placement Fee. Client acknowledges that LLS’s referral of Candidates will be to Client in confidence, and Client agrees not to refer or identify Candidates to any other company or person. Should Client do so, and such third-party hire or otherwise enter into a service relationship with the Candidate, both Client shall be responsible for the payment of the Placement Fee to LLS.

1.6. Equal Opportunity Employer. LLS and Client both represent and warrant that each is, respectively, in compliance with all applicable laws, regulations and orders with respect to equal employment opportunity. The Parties agree that Candidate referrals will be made solely on the basis of qualifications, without regard to race, color, national origin, disability, sex, religion, sexual orientation, Veteran’s status, marital status, age or any other protected characteristic, and Client shall ensure Client’s workplace is compliant with all applicable laws and regulations regarding equal employment opportunity, non-discrimination, and safe work environment.

1.7. Warranty Disclaimer. Except for the representations expressed in Section I herein, LLS makes no warranties or representations, express or implied, and disclaims all express, implied and statutory warranties and representations, including any warranties of merchantability, fitness for a particular purpose, non-infringement, title and workmanship relating to the performance of the candidate hereunder. LLS will refer Candidates, in LLS’s discretion, as LLS deems appropriate for roles referred to LLS by Client. LLS makes no guarantee that it will be able to provide any suitable candidates.

1.8. Choice of Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of North Carolina, as such laws are applied to agreements entered into and to be performed entirely within North Carolina between residents of North Carolina, without giving effect to that state's choice of law principles.

1.9. Termination. Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party.

1.10. Liability Limitation. Except in the case of illegal acts, neither party shall be liable for incidental, consequential, exemplary, punitive, special or indirect damages of the other party. In no event will LLS's liability to Client exceed the amount of the fee received by LLS for such placement.

1.11. Miscellaneous. This Agreement represents the entire agreement between the parties on this subject and supersedes all prior representations, understandings, and agreements. The terms of this Agreement may be modified, amended, or waived only by a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought. This Agreement shall be binding upon the parties, their affiliates, agents, successors, and assigns. If any provision of this agreement is determined to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall not affect the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms. The Parties, in performing their respective duties and obligations under this Agreement, are at all times acting and performing as independent contractors with respect to each other, and nothing in this Agreement is intended to create, nor shall be construed to create, an employer/employee relationship, a partnership, a joint venture, or any other form of relationship between the parties to this Agreement other than that of independent parties contracting pursuant to the terms hereof. This Agreement may be executed in multiple counterparts, and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.