



TalentSpring Open Recruiter Referral Program Terms & Conditions

Please read carefully. By submitting a candidate for referral, you are agreeing to the following terms and conditions.

A. Objective

The Open Recruiter Referral Program (the "Program") offers a one-time referral payment to persons unaffiliated with TalentSpring, to help TalentSpring attract, hire, and retain the very best talent in the United States. Effective January 1, 2022, Referrals are valid for 12 months from the date of submission.

B. Eligibility Requirements

1. **Referrer (the "Referrer").** To participate in the Program and be eligible for a referral payment, you as the Referrer must satisfy each of the following requirements:
 - a. The Referrer must be an individual person (and not a business entity), who is at least 18 years of age and a legal resident of the United States.
 - b. The Referrer cannot be associated with, employed by, or a consultant of a staffing or recruiting agency or third-party to whom TalentSpring is contractually obligated to pay a fee for the hiring of an individual referred by, or working for, such staffing or recruiting agency or third-party.

The Referrer is not eligible for the Program or referral payment if TalentSpring finds, in its sole discretion, the Referrer fails to satisfy any of the above requirements or that paying a referral payment would create an actual or apparent conflict of interest.

2. **Referral Candidate (the "Referral Candidate").** To participate in the Program, and for the Referrer to be eligible to receive a referral payment, the Referral Candidate cannot be any of the following:
 - a. The Referrer (i.e., a self-referral).
 - b. A current employee of TalentSpring or any of its affiliates or subsidiaries.
 - c. Already referred by a current TalentSpring employee or a different
 - d. Referrer within the previous 12 months.

- e. A candidate who has applied for employment or contract work at TalentSpring within 90 calendar days of the Referrer's submission of the Referral Candidate.
- f. A candidate who has already progressed to the offer stage on a current requisition prior to the referral submission.
- g. A current contractor, payrollee, consultant, temporary employee, or intern of TalentSpring.
- h. A contractor, payrollee, consultant, temporary employee, or intern of TalentSpring within the previous 12 months.

C. Payment terms

If you are eligible to participate in the Program, TalentSpring shall pay you a one-time referral payment of \$1,000 (gross) for a referral so long as the following requirements are fully and completely satisfied:

1. Referral candidate is eligible for the program
2. Referee is eligible for the program
3. Referral expressly acknowledges during the Program's application process that the Referrer referred the Referral Candidate to TalentSpring.
4. Referral completes 30 business days of continuous, active employment with TalentSpring (A business day is considered Monday, Tuesday, Wednesday, Thursday, Friday)
5. In TalentSpring's sole discretion, the referral is in good performance standing at the end of such 30 day period
6. Referral is actively employed by TalentSpring at the time the referral bonus is to be paid
7. Referral was hired against an open referral program eligible position
8. TalentSpring receives Referrer's completed IRS Form W-9 and any other documentation TalentSpring or its payment vendor require in a timely manner.

If the referral is successfully hired by TalentSpring, you must complete and return to TalentSpring an IRS Form W-9 (and any other documentation that TalentSpring may require) in order to receive the referral bonus. This form will be supplied to the referrer by TalentSpring once the referred candidate has completed the required 30 day tenure period.

TalentSpring will process the external referral bonus within 30 days after the referred employee completes the 30 days of employment mentioned above, and the required paperwork has been submitted. Payments will be made on a 1099 basis, and paid by company check from TalentSpring.

D. Process to refer candidates

Referral information will be submitted through the TalentSpring website

1. To be eligible for an referral bonus, you must provide the following at the time of your initial submission:

- a. Your name and contact information (phone number and email address)
- b. The potential candidate's full name
- c. The potential candidate's contact information (phone number and email address)
- d. Your relationship to the potential candidate
- e. The job area of interest (job number optional) to which you are referring the potential candidate
- f. The potential candidate's resume (and other documents, if applicable)

Note: One candidate per submission. If the referred candidate appears to be a match, we will contact them. The referred person must acknowledge that you referred him or her, and we will then ask them to apply online through the TalentSpring careers website.

Referral Candidates must be submitted in strict conformance with the processes outlined in this Agreement. Failure to do so will result in the ineligibility of the Referrer and Referral Candidate.

E. Tax Liability

External referral bonuses are paid pre-tax from TalentSpring. You are solely responsible for paying appropriate state and federal taxes on any payment received. TalentSpring will report referral payments to the appropriate tax authorities.

F. Additional information, rules, and guidelines

1. Positions qualified for the TalentSpring open recruiter referral program are listed on the open referral program page.
2. In the event that more than one person refers the same candidate and such candidate is hired by TalentSpring, the referral bonus will be awarded to the first referrer based on the timestamp of the submission.
3. You must reside in the United States and have a valid social security number to participate.
4. Referrals must be submitted through the TalentSpring website to qualify the referrer for the bonus payment. The terms and conditions of this open recruiter referral program are subject to change or terminate at any time and in TalentSpring's sole discretion.

5. This agreement is governed by Virginia law and you agree that all disputes regarding the Program shall be submitted to final and binding arbitration in Ashburn, Virginia.
6. The Referrer expressly agrees that TalentSpring's total liability under this Agreement for any cause of action, whether at law or in equity, arising from or relating to this Agreement is limited to \$1,000. The Referrer further agrees TalentSpring shall not be liable for any incidental or consequential damages arising from or relating to the Program or the subject matter of this Agreement.
7. The Referrer shall not make any representations or warranties on TalentSpring's behalf concerning the Program or subject matters addressed in this Agreement.
8. Participating in this Program does not create an employment or contractual relationship between TalentSpring and the Referrer for any purposes not expressly set forth in this Agreement.
9. The Referrer warrants and represents any Referral Candidate they submit to the Program is not subject to any non-compete agreements, non solicitation agreements, or any similar agreements which would prevent TalentSpring from hiring the Referral Candidate.
10. All Referral Candidates will undergo TalentSpring's standard hiring process. TalentSpring is under no obligation to interview or process the Referral Candidate except as would normally occur under TalentSpring's standard hiring process.
11. Referral Candidates who qualify for the Program may be considered for Program-Qualifying Positions for 12 months from the date of their submission to the Program. After 12 months, and if the Referral Candidate has not been chosen for a Program-Qualifying Position during this time period, the referral will expire and the Referral Candidate may be resubmitted by a Referrer to the Program for consideration for an available Program-Qualifying Position.

By submitting a referral you are agreeing to the terms and conditions outlined by this Program.

TalentSpring is proud to be an equal opportunity employer. We are committed to equal employment opportunity regardless of race, color, ancestry, religion, sex, national origin, sexual orientation, age, citizenship, marital status, disability, or Veteran status, and consistent with applicable federal and state laws.