

PRGX USA, INC.

Vendor Lynx™

Standard Terms and Conditions

The following Vendor Lynx™ Standard Terms and Conditions (these “Terms”) govern the use of the Vendor Lynx Platform by each supplier, contractor or service provider registered to use the Vendor Lynx Platform (each, a “Vendor”) and each individual accessing or using the Vendor Lynx Platform on a Vendor’s behalf (each such individual, a “User”). References in these Terms to “you” and “your” are referring to the User and to any Vendor that the User registers or on whose behalf the User accesses or uses the Vendor Lynx Platform. By checking the box on the Website indicating your agreement to these Terms and clicking on the “Accept” button, you are agreeing to these Terms.

- 1) Registration by Vendor. Registration by Vendor with PRGX’s Vendor Lynx Platform shall be a condition precedent to the performance of an Authentication (as defined below) by PRGX. Failure to complete the registration to the satisfaction of PRGX may prevent PRGX from performing an Authentication. You acknowledge and agree that time is of the essence in completing the registration and you further acknowledge and agree that, until PRGX completes the Authentication of Vendor, Vendor may be denied by PRGX’s client the opportunity to supply or continue to supply products and services to PRGX’s client.
- 2) Authentication of Vendor. You acknowledge and agree that when you register with PRGX’s Vendor Lynx Platform, PRGX may perform any or all of the following when authenticating Vendor (referred to in part or in the aggregate as “Authentication”):
 - a) verification of the existence and accuracy of data related to Vendor, including, but not limited to, tax identification number, address, telephone number and other information;
 - b) comparison of Vendor identity with governmental watch lists and public compliance lists, including, without limitation, lists maintained by the Internal Revenue Service, Office of Foreign Asset Control, Office of the Inspector General and Secretaries of State;
 - c) tracking of Vendor inventory held or sold on consignment; and
 - d) other data gathering activities which, in PRGX’s sole opinion, are necessary to authenticate Vendor.

PRGX may add, eliminate or change activities related to Authentication at any time without notice in its sole discretion.

- 3) License to Use Vendor Lynx Platform. Subject to the terms and conditions of these Terms, PRGX grants you a limited, personal, revocable, non-exclusive and non-transferable license to use the Vendor Lynx Platform for the sole purpose of the registration and Authentication of Vendor (“Permitted Purpose”). You have no other rights in the Vendor Lynx Platform, and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Vendor Lynx Platform in any manner. In addition, you may not remove, circumvent, disable, damage or otherwise interfere with security-related features of the Vendor Lynx Platform, features that prevent or restrict use or copying of any content accessible through the Vendor Lynx Platform, or features that enforce limitations on use of the Vendor Lynx Platform.

- 4) Unauthorized Activities. As between you and PRGX, all rights in the Vendor Lynx Platform remain PRGX's property. Accordingly, PRGX authorizes your use of the Vendor Lynx Platform only for the Permitted Purpose. Any other use beyond the Permitted Purpose is prohibited and, therefore, constitutes unauthorized use of the Vendor Lynx Platform. You are not authorized to use the Vendor Lynx Platform in any of the following ways (these are examples only and the list below is not a complete list of everything that you are not permitted to do):
 - a) In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of the Vendor Lynx Platform;
 - b) For any public purpose which includes linking to or use of the Vendor Lynx Platform by another site or by unauthorized third parties via the internet;
 - c) In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
 - d) To impersonate any person or entity or otherwise misrepresent any person's or entity's affiliation with any other person or entity;
 - e) To interfere with or disrupt the Vendor Lynx Platform or servers or networks connected to the Vendor Lynx Platform;
 - f) To use any data mining, robots, or similar data gathering or extraction methods in connection with the Vendor Lynx Platform; or
 - g) To attempt to gain unauthorized access to any portion of the Vendor Lynx Platform or any other accounts, computer systems, or networks connected to the Vendor Lynx Platform, whether through hacking, password mining, or any other means.
- 5) Vendor Data. You acknowledge that PRGX may uncover or be provided with inconsistent data on Vendor, inaccurate data on Vendor, data that may reflect unfavorably on Vendor, or data that may otherwise cause PRGX's client to cease doing business with Vendor, and you further acknowledge and agree that correction, clarification or resolution of such data shall be your sole and exclusive responsibility. Furthermore, you agree that PRGX shall in no way have any responsibility for correction, clarification or resolution of such data. You acknowledge that PRGX receives data from Third Party Data Providers (as defined below), and you agree that it will work directly with said Third Party Data Providers for the correction, clarification or resolution of such data.
- 6) Use of Data. You agree that data, information, results, statistics and other information available to PRGX based on data or information received from you ("Vendor Submissions") or data or information related to Vendor that is provided to PRGX by Third Party Data Providers or is publicly available may be used by PRGX without restriction. You grant to PRGX and its affiliates an irrevocable non-exclusive, worldwide, royalty-free license to use Vendor Submissions for PRGX's commercial purposes. Notwithstanding the foregoing, PRGX shall not, without Vendor's prior consent, disclose the following to any party other than the PRGX client for whose benefit such information was provided: (i) Vendor's nonpublic contact information (such as contact information that relates to a specific client of Vendor), (ii) the content of Vendor's nonpublic internal documentation (such as Vendor's internal policies), or (iii) Vendor's insurance or banking information, provided that PRGX may use any of the preceding in an aggregated, anonymized format for benchmarking purposes.
- 7) Reporting and Evaluation. PRGX reports data it gathers on a Vendor to its client. You acknowledge and agree that PRGX may make a subjective evaluation of the data it gathers to determine a degree

of risk in doing business with Vendor and report such evaluation to its client when performing an Authentication.

- 8) Data Security and Privacy. Use of the Vendor Lynx Platform, all data submitted by you to PRGX and all data provided to PRGX during Authentication is governed by PRGX's Privacy Policy, available at <http://www.prgx.com/privacy-policy/>, which is incorporated into these Terms by reference.
- 9) Pricing. All fees and other charges for which Vendor may be responsible are subject to change without notice. Fees and charges will be based on fees and charges in effect at the time they are incurred. By providing a payment method, you expressly authorize PRGX to charge said payment method any applicable fees, charges and taxes incurred.
- 10) Payment Terms. Payment is due within thirty (30) days from the date you complete the registration process. A one percent (1%) service charge may be added for every month or part of a month that the amount due remains unpaid after its due date. All fees are non-refundable and non-transferrable.
- 11) NO LIABILITY FOR THIRD PARTY DATA PROVIDERS. YOU ACKNOWLEDGE THAT AS PART OF AUTHENTICATION, PRGX MAY RECEIVE DATA FROM INDEPENDENT THIRD PARTY DATA PROVIDERS NOT AFFILIATED WITH PRGX ("THIRD PARTY DATA PROVIDERS"). YOU AGREE THAT PRGX AND ITS AFFILIATES MAKE NO WARRANTIES WHATSOEVER REGARDING THE ACCURACY OR COMPLETENESS OF SUCH DATA. YOU FURTHER AGREE THAT PRGX AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR SUCH DATA, FOR ANY THIRD PARTY DATA PROVIDER'S INABILITY OR REFUSAL TO PROVIDE SUCH DATA, OR FOR THE RESULTS OF THE AUTHENTICATION BASED ON SUCH DATA. YOU HEREBY RELEASE AND HOLD HARMLESS PRGX AND ITS AFFILIATES FROM ANY AND ALL LIABILITY RELATED TO DATA PROVIDED BY A THIRD PARTY DATA PROVIDER AND ANY AND ALL ACTS, ERRORS OR OMISSIONS OF ALL THIRD PARTY DATA PROVIDERS.
- 12) LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT PRGX AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER BASIS, EVEN IF PRGX OR ANY OF ITS AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL PRGX'S OR ANY AFFILIATE'S LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE TOTAL AUTHENTICATION FEES PAID BY YOU PURSUANT TO THESE TERMS.
- 13) DISCLAIMER OF WARRANTIES. PRGX'S VENDOR LYNX PLATFORM AND ALL SERVICES PROVIDED BY PRGX OR ANY OF ITS AFFILIATES ARE PROVIDED "AS IS." ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.
- 14) MISCELLANEOUS
 - a) These Terms, and any dispute or claim arising hereunder or related hereto (including non-contractual disputes or claims), shall be governed by and in accordance with the laws of the State of Georgia, United States of America without giving effect to any choice or conflict of

law provision or rule. All disputes arising out of or relating to these Terms or the use of the Vendor Lynx Platform shall be resolved by binding arbitration held in Atlanta, Georgia, United States of America pursuant to the commercial rules of the American Arbitration Association (“AAA”) using expedited procedures, unless otherwise agreed by the parties. The arbitration shall be conducted in the English language. The arbitrations shall be conducted by one arbitrator agreed upon by the parties, which agreement shall not be unreasonably withheld, and if the parties cannot agree within 60 days of either party’s request of such appointment, the AAA shall select an arbitrator who is knowledgeable about the dispute subject matter. Each party shall pay its own expenses arising from the arbitration, and the parties will share equally the expense of the arbitrator and the AAA. Regardless of your location, the prevailing party in any arbitration proceeding pursuant to these Terms shall be entitled to recover reasonable attorneys’ fees and expenses incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled. Any arbitration award shall be final, and judgment thereon may be entered, in any court of competent jurisdiction. Notwithstanding the foregoing dispute resolution procedures, you agree that the ascertainment of damages in the event of your infringement or misappropriation of PRGX’s intellectual property rights or any breach by you of Sections 3 or 4 would be difficult, that PRGX would suffer irreparable harm as a result thereof, and that money damages alone would be an inadequate remedy for the injuries and damages which would be suffered by PRGX in any of such circumstances. Therefore, you agree: (i) that, in the event of any alleged infringement or misappropriation of PRGX’s intellectual property rights or breach of Sections 3 or 4 hereof, in addition to and without limiting any of the remedies or rights which PRGX may have to pursue arbitration in accordance with the foregoing provisions, PRGX shall have the right to seek injunctive relief or other similar remedy in a court as more particularly described below; and (ii) to waive and not to (A) assert any defense to the effect that PRGX has an adequate remedy at law, (B) require that PRGX submit proof of the economic value of any intellectual property rights, or (C) require that PRGX post a bond or any other security. You hereby consent to personal jurisdiction and venue within the United States District Court for the Northern District of Georgia or the Superior Court of Fulton County, Georgia, U.S.A., or, at the sole option of PRGX, in a court of competent jurisdiction in the country of the principal place of business of Vendor. You hereby waive all possible objections to any action brought by PRGX in any such forums, including any objection to personal jurisdiction and venue. You further waive any defense to enforcement of the provisions of these Terms by injunction or otherwise based on claims you have or allege to have against PRGX.

b) These Terms supersede any and all prior or contemporaneous understandings and agreements between the parties with respect to the subject matter of these Terms, and they are the complete and exclusive statement thereof. These Terms may be modified only with the express written consent of PRGX. Waiver of any breach of these Terms must be in writing to be effective and will not be a waiver of any subsequent breach, nor will it be a waiver of the underlying obligations. Should any court determine that any provision of these Terms is not enforceable, such provision(s) will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. Subject to the foregoing restrictions, these Terms will be binding on each party and its successors and permitted assigns.

c) PRGX may freely assign or transfer these Terms voluntarily, by operation of law or otherwise, in the sole discretion of PRGX. You may not assign any rights or delegate any

- obligations under these Terms without the prior written consent of PRGX. Any attempted assignment in derogation of this section will be null and void.
- d) PRGX shall not be liable for any failure or delay in performance caused by conditions beyond its control.
 - e) The headings in these Terms are intended for reference only and shall not affect the construction or interpretation of these Terms.
 - f) In any dispute related to these Terms, the prevailing party shall be entitled to reasonable attorney's fees and costs.