

Member Agreement

Version v2.1 · Effective Oct 1, 2026

1. Parties

This Member Agreement is between deRecruiters LLC, a Wyoming limited liability company ("deRecruiters"), and the person or agency named in the signature ("Member").

2. Confidential information

Confidential information includes every search, client, candidate, fee, split, message and document made available through deRecruiters. Member will use it only to work searches through deRecruiters and will not disclose it. This obligation survives for three years after the agreement ends.

3. Non-circumvention and non-solicitation

During membership and for 24 months after the last introduction, Member will not, directly or through others: (a) contract with, submit candidates to or accept searches from a client introduced through deRecruiters; (b) present a candidate introduced by another member to any company; (c) contact, solicit or attempt to identify another member outside deRecruiters.

4. Placement fees

Any hire of a candidate introduced through deRecruiters by the introduced client or its affiliates within 12 months of the introduction is a placement under this agreement, whatever the channel or the role. The fee is invoiced and collected by deRecruiters and distributed according to the split recorded in the role.

5. Communication

Communication between members about shared searches takes place inside deRecruiters. deRecruiters may automatically remove contact details from messages and may review conversations to resolve disputes.

6. Candidate ownership

A submitted candidate is registered to the submitting member for the client in question for 90 days from the submission timestamp. If two members submit the same candidate, the first submission the candidate approves prevails.

7. Breach and liquidated damages

If Member breaches section 3 or 4, Member owes deRecruiters the full placement fee that would have been due, plus 25% as liquidated damages. deRecruiters may terminate the membership immediately and withhold pending payouts until the matter is resolved. The parties agree this amount is a reasonable estimate of damages that are hard to calculate.

8. Verification

Member will cooperate with reasonable requests to verify placements, including confirming start dates. deRecruiters may confirm hires directly with clients.

9. Term and termination

Either party may end the membership with 30 days notice. Sections 2, 3, 4, 6, 7 and 9 survive termination for the periods stated.

10. Governing law and disputes

This agreement is governed by the laws of the State of Wyoming. Disputes are resolved by binding arbitration administered by the International Centre for Dispute Resolution, in English, seated in Miami, Florida.

11. Electronic signature

Member agrees to sign electronically. deRecruiters keeps a record of the signature with its timestamp and IP address and sends a PDF copy to Member.