YOU MUST CAREFULLY READ AND ACCEPT THIS EMPLOYMENT AGENCY FEE AGREEMENT ("AGREEMENT") BEFORE SMASHFLY TECHNOLOGIES WILL ACCEPT YOUR REQUEST TO BECOME A VENDOR OF THE COMPANY.
IF YOU DO NOT AGREE TO THIS AGREEMENT, CLICK THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.
IF YOU AGREE TO THIS AGREEMENT, CLICK THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT, WHICH SHALL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND THESE TERMS.

EMPLOYMENT AGENCY FEE AGREEMENT

This Employment Agency Fee Agreement (the "Agreement") is entered into by and between SmashFly Technologies, Inc. ("SmashFly Technologies") and _____ (the "Agency").

1. SmashFly Technologies hereby requests the Agency to assist and represent SmashFly Technologies in obtaining candidates for employment.
2. SmashFly Technologies will pay a fee (the "Fee") to the Agency in an amount equal to eighteen percent (18%) of the annual base salary to be paid to a Qualified Candidate during such Qualified Candidate's first year of employment. For purposes hereof, an employee candidate shall be deemed a "Qualified Candidate" only upon the occurrence of each of the following conditions: (a) such employee candidate was first referred to SmashFly Technologies by the Agency; (b) SmashFly Technologies extends an offer of employment to such candidate; and (c) such candidate accepts employment.
3. SmashFly Technologies will pay the Fee on or within thirty (30) calendar days after the Qualified Candidate's first day of employment with SmashFly Technologies (the "Start Date").
4. In the event that a Qualified Candidate resigns or is discharged from employment within the period of time after the Start Date set forth below under the heading "Reimbursement Period", the Agency will reimburse SmashFly Technologies the corresponding percentage amount of the Fee set forth below under the heading "Reimbursement Amount" (if such resignation or discharge occurs during the first 30 days when no fee has been paid, no reimbursement shall be required from the Agency and no fee shall be payable by SmashFly Technologies):

	Reimbursement Period	Reimbursement Amount
i.		
ii.	0 to 30 days:	100% of Fee
iii.	31 to 60 days:	66% of Fee
iv.	61 to 90 days:	33% of Fee

5. During the term of this Agreement and for a period of two (2) years thereafter, the Agency shall not, directly or indirectly through any third party or otherwise, recruit and/or solicit any employee, contractor, agent, or consultant of SmashFly Technologies or induce or attempt to induce any employee, contractor, agent, or consultant of SmashFly Technologies to terminate their employment or business relationship with SmashFly Technologies.
6. A candidate represented and submitted by the Agency to SmashFly Technologies will remain valid under the terms of this Agreement for nine (9) consecutive months, starting from the date first submitted to SmashFly Technologies. After this nine (9) month period, the candidate will no longer be considered to be represented by the Agency and can be hired directly by SmashFly Technologies outside of the scope of this Agreement, including but not limited to Section 2 hereof.
7. Non-Disclosure. Agency acknowledges and agrees that it may receive Confidential Information from SmashFly Technologies during the term of this Agreement. Agency will comply with the policies and procedures of SmashFly Technologies regarding the protection of Confidential Information and shall not disclose to any Person (except as required by subpoena or judicial order, or for the proper performance of Agency's specific duties and responsibilities to SmashFly Technologies) or use for Agency's own benefit or gain, any Confidential Information obtained or developed by Agency incident to Agency's association with SmashFly Technologies. Agency understands that this restriction shall continue to apply after the Agreement terminates, regardless of the reason for such termination. "Confidential Information" shall mean any and all information of SmashFly Technologies that is not generally known by others with whom SmashFly Technologies does or plans to compete or do business. For purposes of requesting SmashFly's prior written authorization before Agency's usage or disclosure, SmashFly's name and logo shall also be considered Confidential Information. Confidential Information includes, without limitation, such information relating to (i) the development, research, testing, marketing and financial activities of SmashFly Technologies, (ii) SmashFly Technologies' products, including its hardware, networks, software, business models, and documentation, (iii) the manner in which SmashFly Technologies operates its business, (iv) the costs, sources of supply, financial performance and strategic

plans of SmashFly Technologies, (v) the identity and special needs of the customers or suppliers of SmashFly Technologies, (vi) the people and organizations with whom SmashFly Technologies has business relationships and those relationships. Confidential Information also includes comparable information that SmashFly Technologies has received belonging to others or which was received by SmashFly Technologies with any understanding that it would not be disclosed. Confidential Information shall not include any information that: (i) was in Agency's possession prior to disclosure by or to Agency hereunder; (ii) was generally known, in the trade or business of SmashFly Technologies or Agency, at the time of disclosure to Agency hereunder, or becomes so generally known after such disclosure, through no act of Agency or its employees, agents or independent contractors; (iii) has come into the possession of Agency from a third party who is under no obligation to maintain the confidentiality of such information; or (iv) was developed by Agency independently of and without reference to Confidential Information or information that SmashFly Technologies has disclosed in confidence to any third party. "Person" shall mean any natural person or any corporation, association, partnership, joint venture, SmashFly Technologies, business trust, trust, organization, business or government or any governmental agency or political subdivision of any government.

8. Documents. All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of SmashFly Technologies and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by Agency, shall be the sole and exclusive property of SmashFly Technologies. Agency shall safeguard all Documents using the highest levels of protection in Agency's industry, and shall surrender to SmashFly Technologies upon termination of this Agreement, or at such earlier time or times as the Manager or its designee may specify, all Documents then in Agency's possession or control.

9. Inventions. Agency hereby sells, transfers and assigns and agrees to sell, transfer and assign to SmashFly Technologies all of the entire right, title and interest of Agency in and to all software and all other inventions, ideas, discoveries and improvements, including all patents, copyrights, trade secrets and other intellectual property made or conceived by Agency, solely or jointly, or in whole or in part, which was made or conceived by Agency in the performance of Agency's duties for SmashFly Technologies, including all past and future work done on behalf of SmashFly Technologies. All such software and other inventions, ideas, discoveries and improvements shall be considered work made for hire by Agency for SmashFly Technologies.

10. This Agreement constitutes the entire agreement between SmashFly Technologies and the Agency and fully supersedes any and all prior agreements and understandings between the parties hereto pertaining to the subject matter hereof. This Agreement may not be assigned by the Agency. SmashFly Technologies and the Agency shall be independent contractors, and shall not be deemed to be partners, joint venturers or co-employers.
11. Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld, except that each party shall be able to assign its rights and obligations under this Agreement in the event of a merger, acquisition, or sale of substantially all of its assets. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.
12. This Agreement may be terminated by either party upon ten (10) days' prior written notice to the other party, or immediately by SmashFly Technologies for cause.
13. This Agreement shall be construed and enforced in accordance with the laws of The Commonwealth of Massachusetts without giving effect to its principles of conflicts of law and venue shall be exclusively in the Courts of the State of Massachusetts. In the event of any claim, suit or other legal proceeding arising under or related to this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including without limitation attorneys' fees.

ACCEPT ☐ DECLINE ☐