

December 15,2008

## **TERMS AND CONDITIONS OF USE OF THIS SITE – Members Services Agreement**

By Logging in to this Internet site, you are indicating that you agree to the following Terms and Conditions of use.

**Prior to use this program, you must agree to the terms and conditions of use below.**

### **IMPORTANT - PLEASE READ THIS PAGE CAREFULLY**

YOUR USE OF THIS SITE CONSTITUTES YOUR AGREEMENT TO THE FOLLOWING TERMS AND CONDITIONS. BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS AND CLICKING THE ACCEPTANCE BUTTON , YOU REPRESENT AND WARRANT THAT YOU: (I) ARE 18 YEARS OF AGE OR ORDER; (ii) ARE , OR ARE AUTHORIZED TO SIGN FOR AND BIND, THE CONTRACTING PARTY DEFINED BELOW AS ANY OF THE FOLLOWING “CUSTOMER/MEMBER/SUBSCRIBER/DISTRIBUTOR”) AND (iii) HAVE READ, UNDERSTAND AND AGRFEE ON THE BEHALF OF CUSTOMER TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS ONLINE SUBSCRIPTION AGREEMENT. OTHERWISE DO NOT CLICK THE ACCEPTANCE BUTTON TO PROCEED AND YOUR REGISTRATION PROCESS WILL BE DISCONTINUED. If you do not agree with any of the terms and conditions stated within, please do not use this web site or any associated services. These terms and conditions are subject to change at any time by updating this page. Periodically, you should return and review these terms and conditions. Any use of the site following the posting of any new or modified usage agreement constitutes your acceptance of the modified agreement.

### **Terms of Use of this Site, membership subscription and Products, websites and Services of Global Performance Technologies Inc.**

("The Company") shall include Global Performance Technologies Inc., officers, directors, employees, agents or representatives, partners, members or third parties, Services of Global Performance Technologies, Inc. ("Services") shall include any online web Sites, services, subscription services, Talent membership services, Headhunter / Recruiter membership services , talent information purchase information, evaluations, assessments, questionnaires, online content, online products, advertizing, provided by the Company, consulting or products offered by The Company by its officers, directors, employees, agents, representatives, partners, affiliates, distributors or third parties.

The following are terms of a legal agreement between you and The Company, for access and use includes (registration and continued monthly subscription use or membership use ) to and use of this Site/s is subject to your compliance with all applicable laws both local, state and federal and the following terms and conditions and privacy policies of The Company. By accessing, using and browsing this Site, you accept, without limitation or qualification, the Terms and Conditions herein. If you are using this Site on behalf of your employer, you represent that you are authorized to accept these terms and conditions on your employer's behalf also.

#### Information and Data.

You agree that The Company, in the course of the use of this site or evaluation / assessment process, or other information you enter into the site hereunder, will rely upon (a) information supplied by yourself or the company you represent, which information you or the company you represent hereby warrants shall be complete, truthful and accurate in all material respects and not misleading and (b) publicly available information.

Software, content and other materials from this Site may be subject to United States Export Control. You agree to comply with all applicable international and national laws that apply to software, including the U.S. Export Administration Regulations, as well as end-user and destination restrictions issued by U.S. and other governments. The Company does not authorize the downloading or exportation of any software or technical data from this Site to any jurisdiction prohibited by the United States Export Laws.

Although The Company may from time to time monitor or review discussions, chats, postings, transmissions, coaching, data, text, bulletin boards, and the like on the Site or connecting client sites, The Company is under no obligation to do so and assumes no responsibility or liability arising from the content, data or text or educational content, instructions, consultations of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. The Company will fully cooperate with any law enforcement authorities or court order requesting or directing The Company or its officers, to disclose the identity of anyone posting any such information or materials.

You fully understand and agree that The Company's services are limited to providing this web service/s and that all decisions in connection with such services or advice are solely the responsibility of you or the company you represent. Your duly notice that the web-service, membership services, Targeted Performance Coaching is an career development, career communication ("Educational

December 15,2008

service”) and it is provided for a person (“Talent”) such as yourself or the Company you represent and you understand and agree that The Company’s services are limited to providing this educational service and that any and all decisions or actions in connection with said service is the solely the responsibility of yourself or the individual using the service or the Company you represent that is using said service or services.

You agree, any communication or materials you post to this Site will be treated as non-confidential and nonproprietary, and may be disseminated or used by The Company its clients, members, partners or its affiliates for any purpose whatsoever, including Talent referral information, Job seeker member /candidate evaluations, talent evaluations, personal evaluations, performance developing reports, manufacturing or marketing products or services. [If you send any proprietary information or material to this Site, you hereby grant to The Company, and it’s clients, partners, members or affiliates, an unrestricted, irrevocable license to use, reproduce, display, perform, modify, adapt, and distribute such material and information and you also agree that The Company is free to use any ideas, concepts, know-how or techniques contained in any communications you post to this Site]. Notwithstanding the foregoing, all personal data (such as your name, address, telephone number or email address or personal information), which you transmit to this Site by electronic mail or otherwise, will be handled in accordance with The Company’s online terms and conditions and privacy policies.

The Company grants you a limited, nonexclusive license to access the Services for your own personal use. Limited use of the Services beyond the scope of authorized access granted to you by The Company immediately terminates said permission or license if you violate the terms and conditions of its use. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from The Company.

#### Online Registration.

To subscribe to Services via the Company Web site/s, Customer (“**Member/Subscriber**”) must complete the online registration process, including Customer’s electronic acceptance of this Agreement, and the Company must then accept such online registration. The Company may reject an online registration by a potential Customer in its sole discretion and is not obligated to provide a reason for its rejection. In the event a potential Customer’s online registration is rejected by the Company, such potential Customer may submit a new online registration for re-evaluation by the Company.

#### Registration Data.

As part of the online registration process, the Company will collect certain limited information about Customer (“**Registration Data**”). All Registration Data provided by or on behalf of Customer must be current, complete and accurate, and Customer is solely responsible for updating such Registration Data as necessary. The Company reserves the right to terminate this Agreement immediately in the event any Registration Data is found to be inaccurate, not truthful, incomplete or not current at any time.

#### Account Password/Security.

As part of the online registration process, Customer (“**Member/Subscriber**”) will choose a password and a user name. Customer is entirely responsible for maintaining the confidentiality of its password and account, and Customer is solely responsible for any and all activities that occur under its account. Customer/member/subscriber agrees to notify the Company immediately of any unauthorized use of its account or any other breach of security. The Company shall not be liable for any loss that Customer may incur as a result of a third party using its password or account, either with or without its knowledge. Customer may be held liable for losses incurred by The Company or another party due to a third party using Customer’s account or password.

#### Payment Information.

As part of the online registration process, the Company will collect certain additional information related to billing and payment matters (“**Payment Information**”). Such Payment Information will include a valid debit card or credit card number with available credit sufficient to pay the applicable Customer (“**Member/Subscriber**”) fees which may include but not limited to, recurring Credit Card Charges, (access talent information/referral) fees, an election of a preferred billing frequency, and other information as required by the Company. All Payment Information provided by or on behalf of Customer/member/subscriber must be current, complete and accurate, and Customer/member/subscriber is solely responsible for updating such Payment Information as necessary. Customer/member/subscriber hereby authorizes the Company, from time to time, to take steps to determine whether the debit card or credit card number provided is valid, or the Customer/member/subscriber credit worthiness is viable to maintain its membership fees or licensing fees. The Company reserves the right to terminate this Agreement immediately in the event any Payment Information is found to be inaccurate, incomplete or not current at any time. The Company reserves the right to change membership fees at its sole discretion, and can be posted or emailed to each member at the Companies discretion. The Company shall not be responsible for any overdraft charge or other fees that may be incurred by the Company’s use of Customer’s debit card or credit card.

Members Talent Postings /Access talent information/referrals

December 15,2008

The Company may charge a fee or an access fee permitting Talent Members content to be posted or (access talent information/referrals) in a designated area, for Recruiter/Headhunter Members to access talent members information postings in some areas of our Services. The Company at its discretion can charge an access referral fee permitting Content to be posted or retrieved in a designated area/s of its sites. Fee/s may be charged for membership to provide access to this talent members information content (access talent information /referrals) or for searching and purchasing this information with the purpose of Talent "rainmaker" members being contacted by the recruiter or headhunter. Talent Members have the choice to not be contacted by Headhunters / recruiter members, by clicking on the appropriate option on talent members page. The Talent "rainmakers" is a referral service offered by the Company for a fee to Headhunter / recruiters. As a user, customer or member of this site, and if you are posting your information to any of these sections of the sites, you agree to release all your information you posted to the site and waive any rights to any compensation for the content you post, and agree to all terms and conditions, privacy policies including the Liability Limitation sections in this agreement. Any party posting Content to the Services and use of this site is responsible for said Content and compliance with all the Terms and Conditions in this agreement. All fees paid (including membership fees) will be non-refundable unless in the event that Content is removed from the Services for violating the Terms and Conditions. If you are a Recruiter/Headhunter member and you are paying by invoice for Services, you agree to make payment within net 15 days of receipt. If you don't pay for your invoice within 45 days of receipt, you will be in default and are subject to collections and any legal fees regarding collections of fees owed. You agree to these terms of collections also.

#### Postings/Submission

This site makes no guarantees as to the level of success a user may achieve by using the service. Certain third party partners may make such performance guarantees with the approval of The Company. Otherwise, you may not be entitled to any refund, rebate or retribution for usage that you determine to be unsuccessful. We make no guarantee that your posting will be accessible for the entire term of its listing. Computer outages, software failure and other technical and non-technical issues may cause temporary outages that we cannot be held liable for.

You agree that your information, personal information, membership evaluation content or job listings or other personal information or content may be available on the sourcing or other job boards of our networked partners. If you do not want your information, content or jobs listed on additional job boards for free, you need to email [info@gpt3.net](mailto:info@gpt3.net) with your request, or do not use this site, or put any of your content in this site. If you choose to put content into this site you are agreeing to all terms and conditions of use. No party may upload any items that are deemed offensive by the company. This includes creating hyperlinks to materials deemed to be offensive by the company. Additionally no items may be uploaded that are designed to damage the systems (ex. Viruses, Trojan horses, worms, time bombs, etc.) or designed to crack the system or extract protected data, breach of this usage agreement and may result in criminal or civil proceedings.

#### Third Party Content, Sites, and Services

The Company and this site and Content available through the services may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of this site, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the this site, its partnering sites, members sites, members services or services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. If you interact with a Headhunter /Recruiter member is your complete and sole responsibility, you agree that The Company shall not be responsible in any way for any results or dealings you have with the Headhunter /Recruiter, its employees or clients. You agree that it is within your ability to use your best judgment and due diligence in your dealings with all participants when using The Company's sites, products, and services.

You agree that The Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that The Company, its affiliates, members, customers or partners is under no obligation to become involved. In the event that you have a dispute with one or more other users or members, you hereby release The Company, and its partners, members, customers, affiliates, officers, employees, agents and successors in rights from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our services. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

December 15,2008  
Services.

It is understood and agreed that The Company, its clients, members, partners, affiliates, distributors, consultants or its representative's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, the person using this site or the company you represent, if you are representing a company.

#### Limitations of Services

You acknowledge that the Company may establish limits concerning use of the Site or services, including the maximum number of days that Content will be retained by the Services, the maximum number and size of talent or membership information or postings, email messages, or other Content that may be transmitted or stored by the Services, and the frequency with which you may access the Service. You agree that the Company has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that the Company reserves the right at any time to modify or discontinue the Services (or any part thereof) with or without notice, and that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. The Company may delete at its discretion any content of a members or customers information if its membership or license has been discontinued, or if there is a violation of The Companies terms and conditions or privacy policies.

#### Security

Users, members, customers may not access, collect, record, alter or interfere with account data that does not belong to them. Any attempts or successes at violating another user's data or privacy shall result in breach of this usage agreement and may result in criminal or civil proceedings.

#### Specific Prohibited Uses

This site or its services may not be used for any illegal or unlawful purposes. The company reserves the right to terminate usage by any party, user, member, or customer that the company deems questionable.

No party may enter data that is knowingly inaccurate, incomplete or false.

No party, ("user, member, or customer") may enter data that does not belong to them. Users, member, or customer may not enter data for another user. This shall include, but not be limited to, evaluations, assessments, talent or Job seeker member information, Headhunter / Recruiter information and the listing of job opportunities. You may not post job opportunities that are not for your company. The only exception to this is if you represent an ad agency, recruitment firm, or any other third party recruitment service, with permission to post on a company's behalf. No party may maintain an excessive amount of data on our servers or upload anything that may cause excessive strain on our systems and networks.

No party may use our services for anything other than their intended uses. This shall include, but not be limited to, the practice of posting job openings that do not specifically exist for the purpose of collecting talent information or other data from our users, members or clients. This practice is explicitly restricted and may result in cancellation of your membership, posting and removal of your usage rights.

No party may use our services with the intent of hurting, damaging, destroying, or otherwise infringing on the stability and usefulness of our services.

No party or user may distribute what The Company defines as protected, copyrighted or proprietary materials to any third party. This may include contact data, membership information, passwords, discounts, etc. This includes the sharing of protected data with other site users. No party may utilize data from the web site in an attempt to bypass the site's security and extract protected data from outside sources. Company reserves the right to alter, edit, or remove any data entered or posted. You understand and agree that violating protected data or proprietary materials shall result in breach of this usage and terms and conditions of this agreement and may result in criminal or civil proceedings.

No party may aggregate, package, spider, collect, display any of the content on this site without the express written consent of the company.

No party may copy, duplicate or use any of the coding, markup language, or software that comprises the site or any of its materials or services. None of these items may be reverse-engineered or duplicated for any purpose.

December 15,2008

Individuals that create a Profile agree not to post any information that either directly or indirectly reveals their identity or contact information. The Company reserves the right to remove such data at its discretion.

#### Copyrights and Trademarks

This site and its sister sites ("site") as a whole are copyrighted, trademarked and or patent pending and as a collective work, and individual works appearing on or accessible through this site are likewise subject to copyright , patent and trademark protection. You agree to honor all copyrights, patents trademarks, and proprietary software rights, proprietary source code, all Company products, and the copyrights in this site (including the member, users, selection, coordination and arrangement of the contents of this site) and in the works or products available on or through this site. You may download and maintain single copies of designated materials, Guides/Ebooks you purchased for personal use only, free personal career report for your personal use only or as directed in Terms and Conditions, or any membership, partnership/affiliate/ or distributor agreements of the Company. In addition, trademarks, copyrights, patent and tradeness belonging to us or to others appear on or are accessible through this site. The fact that the Company has permitted you access to this site does not constitute authorization to reproduce in any form our trademarks, copyrights, patents, Proprietary source code, proprietary software, likeness or kindness our site's or tradeness for any other purpose. No license or right to use any trademarks copyrights, patents, or contained on this Site is granted whether by implication, estoppels, or otherwise and any use of any trademark contained on this site is expressly prohibited unless authorized in writing by The Company, or such other third party trademark holder.

By submitting any material to us, such as by posting your information, or posting a comment to a discussion group, or by sending to us an email, you are thereby granting to us a non-exclusive license to reproduce, display, distribute, modify and create derivative works from such material and to use such material and the fact of your authorship of it for marketing or sales purposes.

Content contained on this Site including without limitation, reproduction, distribution, modification, adaptation, or republication, without the written permission of The Company, is expressly prohibited. You may not "frame" or "mirror" any Content contained on this Site unless authorized in writing by The Company. Unauthorized use of documents, content, tradeness, images, software and other proprietary material may violate copyright, trademark, privacy, right to publicity, export, and communications laws and regulations.

#### Disclaimers and Limitations of Warranties

This site makes no guarantees as to the accuracy or truthfulness of any data posted within this web site. Any damage incurred by reliance upon this information is not the responsibility of The Company or its affiliates, or partners. By using this site, you assume all responsibility for and risk arising from your use of and reliance upon the contents of this site, and its partnering sites.

References and links to products and services belonging to third parties are provided for your convenience and do not represent our endorsement of such products or services. Materials accessible from or added to this site by third parties, including, though not limited to, job opportunities or comments posted in discussion groups, are strictly the responsibility of the third party who added such materials or made them accessible. While we reserve the right to monitor third-party discussions, or opportunities and to remove materials that we believe are inappropriate, we neither endorse nor undertake to control, monitor, edit or assume responsibility for any such third-party material, listing, comments, offerings, or job opening.

You assume all liabilities and risks associated with your interaction with individuals you come in to contact with through the usage of this Site, The Company's products or services. The Company does not have the means to ensure that everyone is who they claim to be. The Company makes no guarantees as to the legitimacy or accuracy of any user's or members information, job opportunity postings, resumes, evaluations, assessment profile or any type of comments, statements or postings through our web sites. Therefore you agree to release The Company from any and all liability resulting from any damages or occurrences resulting from the usage of our web site, products or services, or those of our partners/ members/affiliates/ clients/ or distributors.

#### WARRANTIES, DISCLAIMER, LIMITATION OF LIABILITY.

THE COMPANY MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE SYSTEM ("site") AND RELATED PRODUCTS MADE AVAILABLE AS PART OF THE SYSTEM FOR ANY PURPOSE. SYSTEM AND ALL SUCH RELATED PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SYSTEM AND RELATED PRODUCTS, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-

December 15,2008

INFRINGEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THE SYSTEM. THE INFORMATION AND RELATED GRAPHICS PUBLISHED IN THE SYSTEM COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION AND GRAPHICS THEREIN. COMPANY MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SYSTEM AND/OR RELATED PRODUCT(S) AT ANY TIME.

WE LIKEWISE DISCLAIM ANY AND ALL LIABILITY TO YOU ARISING OUT OF INTERRUPTION OR DAMAGE TO YOUR COMPUTER SYSTEM OR SOFTWARE AS THE RESULT OF ACCESSING OR OTHERWISE USING THIS SITE. WE NEITHER WARRANT NOR REPRESENT THAT THE SERVICES OR INFORMATION AVAILABLE THROUGH THIS SITE WILL ENABLE YOU TO ACHIEVE ANY PARTICULAR RESULT OR OUTCOME, LEGAL, ECONOMIC, EDUCATIONAL, OR OTHERWISE. WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING LOST REVENUES, LOST PROFITS, OR LOSS OF DATA ARISING OUT OF YOUR USE OF THIS SITE. IN THE EVENT THAT ANY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS IS INEFFECTIVE, YOU AGREE THAT THE COMPANY'S MAXIMUM LIABILITY TO YOU SHALL BE THE AMOUNT LISTED IN SECTION "LIABILITY LIMITATION".

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S MAXIMUM LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL BE THE AMOUNT LISTED IN SECTION "LIABILITY LIMITATION".

#### Liability Limitation

You agree that The Company's total liability for any and all claims arising from your use of the Site, includes but is not limited to, evaluations, assessments, offerings, products, services, membership and any confidential information that you enter into this site, or a representative, of consult that represents you in entering your information into this site and or the sites contents is limited to a maximum of \$125. This Total liability limitation includes The Company's officers, directors, owners, employees, agents, affiliates, distributors, representatives, partners or third parties relating to the use of this Site. By using this Site you are agreeing to this liability limitation of a maximum of \$125 for any or all claims. You also agree to pay any and all Legal fees of The Company, arising from any claim you file on The Company, its officers, directors, owners, employees, agents, affiliates, distributors, representatives, partners or third parties.

As a user of this site you agree you will not use the membership evaluation / assessment or profile or its results as the sole means of making any form of employment hiring or recruiting decision. The membership evaluation assessment/s and questionnaires each measure only a single dimension of performance thinking as entered by the potential member. The Performance IQ Level results and reports (should not, by themselves, be used to predict an individual's job success. These Performance IQ results and or levels refer to the general performance thinking as it could apply to the various positions, based solely on a comparison to other top performers or participants in a normative base or in similar positions. It's at the Headhunters / recruiters or customers sole responsibility to comply with all legal guidelines when using assessments. You recognize that the evaluation process contained within this site must be recognized as a membership evaluation process, and NOT an employment selection tools or recruitment assessment. You agree to release The Company's officers, directors, owners, employees, agents, affiliates, distributors, representatives, partners or third parties relating to the use of this Site from any and all liability associated with the improper or illegal use of the pre screening assessments, profiles questionnaires, and the results generated by The Company's Site. You agree you are aware that and may be subject to local, state and federal regulations regarding the use of employment selection tools. You understand that any job for which you are reviewing and./or interviewing and/or evaluation results provided by The Company, its agents, affiliates, distributors, or representatives, partners or third parties may NOT be similar to the one for which the assessment(s) was normed and /or validated, and you accept full and sole responsibility for complying with the validation requirements set forth by the Uniform Guidelines on Employee Selection Procedures (available at [www.dol.gov](http://www.dol.gov)) as well as any local, state, or federal regulations. You agree to hereby take sole and complete responsibility, for all answers, input, and agree to wave any and all rights to any legal actions for completing any evaluation, posting information or resume' information, filling in any personal information and or completing any questionnaires on this Site.

You agree when using this site and as part of membership in the HeadhuntersBlueBook.com site or similar membership sites of The Company in which these terms and conditions appear, you wave all local, state, or federal employment selection or pre-assessment employment rights, as outlined in any local, state, and federal regulations regarding the use of employment selection tools. Answering the member evaluation and or assessment process is voluntary on your part, and you take full responsibility for all your answers and as part of this membership process, and taking the evaluation / assessment, you agree to all terms and conditions of use in this site, including the liability limitation.

December 15,2008

If you do not understand or do not accept the terms and conditions of use, THEN DO NOT take the Membership evaluation or assessment, or input, or enter, any information you think is personal/private, any confidential INFORMATION, OR any other information that you think is privileged in any way. You are agreeing to taking full responsibility for any and ALL INFORMATION you enter into this site/s. All INFORMATION YOU enter into this site becomes the Company's proprietary information. By taking the Membership evaluation or assessment or filling out any information on this site you agree to all terms and conditions contained in this agreement. By taking the online Membership evaluation or assessment/questionnaire/review process you are recognizing said actions are completely voluntarily on your part and it can be a prerequisite membership review process to see if you meet the talent membership criteria (status) to become a Top talent "rainmaker membership" ("preferred membership of the HeadhuntersBlueBook or its partner or affiliate websites"). The Company may invite you (at its sole discretion) to be a talent member in the "rainmaker membership" at which time you may accept inclusion into this list of preferred talent members. The Company reserves all rights to select members in this invitation process. The Company is in no way obligated to invite you to be a "Rainmaker membership" if you do not meet the minimum requirements for "Rainmaker membership". By voluntarily taking the membership evaluation or assessment or participating in the review process does not guarantee your invitation or inclusion as a Top talent "rainmaker membership" status. The HeadhuntersBlueBook.com, is not a selection or hiring site, rather it is a talent referral service for individual Rainmaker members (access talent information/ referral) that have been recognized for their evaluation Levels (4 or 5) to a specific membership review process and agreeing to meet Talent membership conduct standards as established by the Company. Using this site you agree to all the terms and conditions set forth by the Company.

#### Indemnity

You agree to indemnify and hold the Company, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the evaluation, assessment, services ("Services"), your use of the Services, your violation of the Terms and Conditions or privacy policies, your breach of any of the representations and warranties herein, or your violation of any rights of another.

#### Privacy and Information Disclosure

The company has established a Privacy Policy to explain to users how their information is collected and used, which is located at the bottom or other locations on the site you are using. You are also agreeing to these Privacy Policy terms as a part of the overall Terms and Conditions when using this site. By using the Company site/s and Services you are agreeing to all terms and conditions of use and privacy policies of the Company.

#### Violation of Terms and Liquidated Damages

Please report any violations of the Terms and Conditions, by emailing to [abuse@gpt3.net](mailto:abuse@gpt3.net)

The Company's failure to act with respect to a breach by you or others does not waive the Company's right to act with respect to subsequent or similar breaches.

You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for the Company to pursue legal action to enforce these Terms and Conditions, you will be liable to pay the Company the following amounts as liquidated damages, which you accept as reasonable estimates of The Company's damages for the specified breaches of these

- a. If you post a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay the Company three thousand dollars (\$3,000) for each such message. This provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.
- b. If the Company establishes limits on the frequency with which you may access the Services, or terminates your access to or use of the Services, you agree to pay the company one hundred dollars (\$100) for each message posted in excess of such limits or for each day on which you access the Company's site in excess of such limits, whichever is higher.
- c. If you send unsolicited email advertisements to the Company email addresses or through the company computer systems, you agree to pay the Company twenty five dollars (\$25) for each such email.
- d. If you post Content in violation of the Terms and Conditions, other than as described above, you agree to pay the Company one hundred dollars (\$100) for each Item of Content posted in violation. In its sole discretion, the Company may elect to issue a warning before assessing damages.

December 15,2008

e. If you are a Posting Agent ("Headhunter / Recruiter member") that uses the Service in violation of the Terms and Conditions, in addition to any liquidated damages under clause (d), you agree to pay the Company one hundred dollars (\$100) for each and every Item you post in violation of the Terms and Conditions. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Services (the "Principal"), and the Principal (by engaging the Posting Agent in violation of the Terms and Conditions) agrees to pay the Company an additional one hundred dollars (\$100) for each Item posted by the Posting Agent on behalf of the Principal in violation of the Terms and Conditions.

f. If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content you have on your member page) in violation of these Terms and Conditions without the Company's express written permission, you agree to pay the Company three thousand dollars (\$3,000) for each day on which you engage in such conduct.

Otherwise, you agree to pay the Company's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms and Conditions, the Company retains the right to seek the remedy of specific performance of any term contained in these Terms and Conditions, or a preliminary or permanent injunction against the breach of any such terms and conditions or in aid of the exercise of any power granted in these Terms and conditions, or any combination thereof.

#### Termination of Site and Site Access

The Company reserves the right at our sole discretion to change the contents or modify the terms and conditions or site content or to discontinue it at any time, as well as the right to deny access to the site to any person whom we have reasonable grounds to believe may be using the site for an unlawful or unauthorized purpose or in a manner that may harm us.

#### Termination for Cause.

The Company reserves the right to terminate this Agreement immediately if Customer breaches any of its material obligations under this Agreement.

#### Effect of Termination.

Upon termination of this Agreement, Customer will immediately discontinue all access to and use of the Services. The Company shall not be liable for any damages resulting from a termination of this Agreement as provided for herein; provided, however, the termination of this Agreement shall not affect any claim arising prior to such termination.

#### Term.

This Agreement shall commence on the Effective Date you register and continue for the subscription or membership period as stated on Customer's "Member" page within the Company Web site/s. Customer may access its "Member" page at any time and update certain account information or its membership fee. If you are an enterprise user your Agreement you licensing terms and fees may be outlined on a separate agreement or on your members page. If you are an enterprise user, you are still obligated to all the Terms and conditions, and privacy policies found in this agreement.

#### Membership and Subscription Fees – or Enterprise Licensing

As a Customer ("Member/Subscriber") you agree you are responsible for all Subscription/Member Fees, and hereby authorize The Company to obtain payment of all such Subscription/Member Fees in accordance with the Membership Plan Information, as stated on **Account Management** "Members" page within the Company site. Membership subscription plans are automatically renewed each month. This is a reoccurring billing to your credit card unless you have an enterprise license with The Company. All membership subscriptions are paid one month in advance. Cancellations to membership shall be 14 days in advance of the next months membership billing cycle. **YOU UNDERSTAND AND ALSO AGREE YOU CAN CHANGE YOUR MEMBERSHIP PLAN AFTER YOUR FIRST MONTH MEMBERSHIP. YOU MAY NOT CHANGE YOUR PLAN MORE THAT 2X/ YEAR. IF YOU DO SO YOU MAYBE LIABLE TO LOOSE YOUR MEMBERSHIP STATUS, OR LIABLE TO AND ADDITIONAL MEMBER REESTABLISHMENT FEE OF \$500.**

December 15,2008

Your agree as a Customer/Member/Subscriber shall also be responsible for all applicable taxes (withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), etc.) or duties imposed by any government entity or collecting agency EXCEPT those taxes based on Global Performance Technologies Inc.'s net income.

© Copyright 2002 Global Performance Technologies Inc. All World Rights Reserved.

U.S. Government Restricted Rights - The materials on this Site are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable law and regulations. Use of the materials by the Government constitutes acknowledgement of Global Performance Technologies' Inc., proprietary rights in them.