

Talent USA Client Referral Scheme (External) Terms and Conditions

SCHEDULE	
Referral Scheme name	Talent Client Referral Scheme (External)
Promoter	Talent International CA, Inc. of 530 7th Avenue, Suite 2801, New York, NY 10018, United States (“Talent”)
Entry - residency restriction	Entry is only available to USA residents that are known to Talent.
Entry - age restriction	18 years and over
Referral Scheme Period	22nd April 2026 – 31 th December 2026
How to enter	To enter the Referral Scheme, each Referrer (as defined in the Part A) must, during the Referral Scheme Period, must introduce via email a new client, in accordance with the Criteria below.
Rewards - description	US\$2000 visa debit card.
Total number of Rewards	There is one Reward to be provided for a successfully placed candidate (in accordance with the above criteria) for each newly introduced Client to the Referrer.
Determining the Successful referral(s) (Criteria)	<p>Each Referrer must be:</p> <ol style="list-style-type: none"> 1. A permanent resident of the USA; and 2. have referred a new Client (“Referred Client”) that is: <ul style="list-style-type: none"> • not registered under Talent at the time of referral; or • has not been a client with Talent or Talent’s related companies in the two (2) years prior to the date they are referred. <p>The Referred Client must have a successful placement by Talent prior to the 1st January 2027 for a United States based position billed in US\$ currency.</p> <p>The introduction leads to at least one successful hire made through Talent – contract or direct hire</p> <p>Direct Hire Criteria: The placed candidate passes their probation / guarantee period <i>and</i> Talent receives full payment for that first placement</p> <p>Contracting Criteria* - The Referred Client must have had a Talent sourced contractor that has been on contract for over six (6) months and provided more than 900 hours of billable services for contracting placements with the new Referred Client and Talent receives full payment for the contracting services.</p> <p><i>*The Referral Scheme does not apply to payroll only services where contractors are introduced to Talent for the provision of payroll only services at a discounted rate.</i></p> <p>When those conditions are met, your referral is considered valid and eligible for a bonus.</p>
Notifying Referrers	Within 2 business days of the Successful Referral being determined, each Referrer will be emailed by the Promoter with instructions on how to collect their Reward(s).

The “Promoter” is Talent International CA, Inc. of 530 7th Avenue, Suite 2801, New York, NY 10018, United States

PART A - INTRODUCTION

1. Information on how to make a referral and Reward details form part of these terms and conditions.
2. By participating in the Referral Scheme, Referrers accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Individual persons that provide referrals (“Referrers”) must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and of these terms and conditions, the Schedule will prevail.

PART B - PRIVACY

5. Referrer warrants that they have requested and have been provided with relevant consent from any representative of the organisation whose details has been referred (“Referred Client”) under this referral scheme, to have their details, including any personal information, disclosed to the Promoter prior to being referred by the Referrer. Referrer further warrants that in obtaining consent from any Referred Person, they have acted in accordance with all privacy laws.
6. Subject to clause 5, the Promoter will collect and use information provided by the Referrer including any personal information of the Referred Person provided by the Referrer, for the purposes of:
 - (a) conducting the Referral Scheme (which may include disclosure to third parties for the purpose of processing and conducting the Referral Scheme) and for promotional purposes, public statements and advertisements in relation to the Referral Scheme;
 - (b) providing information about the products and services offered by the Promoter and its related companies;
 - (c) contacting Referred Client’s regarding its services, including contracting or employment opportunities that the Promoter may have available on behalf of its clients; and
 - (d) research to improve its products and services.
7. By entering the Referral Scheme, Referrers consent to the use of their personal information as described in clause 5, and in accordance with the Promoter’s Privacy Policy which is available at <https://www.talentinternational.com/privacy-policy/> .
8. Referrers may access, change and/or update their personal information in accordance with the Promoter’s privacy policy.

PART C - WHO CAN ENTER THE REFERRAL SCHEME

9. If the Schedule permits Referrers to be under the age of 18 years, such Referrers must seek permission from their parent or guardian to enter. If the successful referral of a Reward is under 18 years of age, the Reward will be awarded to the successful referral’s parent or legal guardian.
10. Directors and employees (and their immediate families) of the Promoter or its related

companies or agencies, or directors and employees (and their immediate families) of the Referred Client are not eligible to enter. Immediate families means spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

11. A Referrer or Referred Client cannot be or be affiliated with an organisation that is a competitor to the Promoter, is employed or subcontracted to the Promoter or had been previously employed or subcontracted with the Promoter, or be affiliated with a subcontractor that specialises in referring persons for the purposes of providing recruitment services.

PART D - HOW TO ENTER THE REFERRAL SCHEME

12. To enter, each Referrer must comply with the 'How to Enter' section of the Schedule.
13. The Referred Client, referred by the Referrer, must be: a person over 18 years of age; must be a registered organisation other than the Referrer; must be a registered organisation in the United States law; and who meets the Talent criteria defined ("Talent Criteria").

The *Talent Criteria* is defined as:

- the Referred Client has no previous business relationship with the Promoter and not previous sale has been made by the Promoter.
14. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Referral Scheme of all Referrers. The Promoter reserves the right to disqualify any Referrer who provides false information or fails to provide information that is reasonably requested by the Promoter.
 15. The Promoter reserves the right, in its sole discretion, to refuse to accept referrals which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
 16. The Promoter reserves the right, in its sole discretion, to exclude any Referrer who has breached any of these terms and conditions, has engaged in unlawful or improper conduct, including but not limited to breach of any laws, or otherwise acts to cheat or undermine the fairness of the Referral Scheme by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage.
 17. The Promoter may determine eligibility of Referred Client's at its sole discretion.
 18. The Promoter accepts no responsibility for late, lost, misdirected or damaged referrals or other communications.

PART E - REWARDS

19. Each Reward is not transferrable, exchangeable or redeemable for cash.
20. If a Reward is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Reward with a Reward of equal or greater monetary value.
21. Once a Reward has been supplied by the Promoter to the recipient, the Promoter takes no responsibility for the Reward being damaged, lost or stolen.
22. All taxes which may be payable as a consequence of receiving a Reward are the sole responsibility of each successful referral.
23. A successful referral's use of the Reward is entirely at their own risk. Before a Reward is awarded, a successful referral may be required to sign an agreement to release the

Promoter from and indemnify the Promoter against any liability arising from the successful referral's acceptance and use of the Reward and the successful referral's participation in the Referral Scheme.

PART F - HOW THE SUCCESSFUL REFERRAL(S) ARE DETERMINED

24. The Referral Scheme is specified in the "Determining the successful referral(s)" section of the Schedule.
25. Each successful referral will receive a Reward.
26. Only one referral reward can be given per Client. If a Client is referred by more than one employee, the first referral received will be rewarded.

PART G - NOTIFICATION AND CLAIMING THE REWARD(S)

27. The Promoter will provide each successful referral with instructions on how to claim their Reward. It is the responsibility of each successful referral to comply with the Promoter's instructions.
28. The Promoter reserves the right to request each successful referral to provide proof of their identity and/or proof that they were responsible for the successful referral.
29. It is the responsibility of each referral to notify the Promoter of any change to their contact details.

PART H - UNCLAIMED REWARDS

30. The Promoter will take all reasonable steps to identify and notify each successful referral in an attempt to ensure that each successful referral receives their Reward. However, if a successful referral cannot be identified or does not claim the Reward within three months of the date on which the successful referral is determined, their Reward is forfeited.

PART I - NO LIABILITY

31. Any Reward supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Subject to any guarantees that cannot be excluded (including under United States consumer law), the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Referral Scheme or the use or taking of any Reward except for any liability which cannot be excluded by law.

PART J - TERMINATION OF REFERRAL SCHEME

32. The Promoter reserves the right to vary the terms of, or cancel, the Referral Scheme at any time without liability to any Referrer or other person, subject to applicable laws.
33. Governing Law - These terms and conditions are governed by the laws in force in the State of New York, and the referrers submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in that State.