



GigCXTalent

Global Talent · Wherever · Whenever · However

GiGi Provider Subscription and Marketplace Participation Agreement

Master agreement for provider access, matching, transactions, and intellectual property protection

GigCXTalent	GigCXTalent, LLC, 65 Llama Court, Reno, Nevada 89511 USA
Provider Subscriber	Legal name: _____
Provider Address	_____
EIN or VAT Number	_____
Authorized Email	_____
Effective Date	The date of the last signature or electronic acceptance below

This Agreement governs the Provider Subscriber's access to and participation in the GiGi subscription platform and GigCXTalent marketplace. It also governs every buyer, project, or opportunity that GigCXTalent identifies, sources, recommends, matches, introduces, or facilitates. Each accepted Engagement Studio Opportunity Record and fee schedule becomes part of this Agreement.

By signing below, clicking an acceptance control in GiGi, or accepting an opportunity through GiGi, the Provider Subscriber agrees to this Agreement and represents that the accepting person has authority to bind the Provider Subscriber.

1 Parties and Agreement Structure

1.1 This Agreement is between GigCXTalent, LLC, a Nevada limited liability company, referred to as GigCXTalent, and the legal entity identified above, referred to as the Provider Subscriber. GigCXTalent and the Provider Subscriber are each a Party and together are the Parties.

1.2 The Agreement includes this master agreement, Appendix A, each Appendix B Engagement Studio Opportunity Record, each Appendix C fee schedule or order form, and any written amendment signed or electronically accepted by both Parties. If terms conflict, the applicable Appendix C controls pricing for that opportunity, Appendix B controls project-specific facts, and this master agreement controls all other matters.

2 Definitions

Active Subscriber. a Provider Subscriber whose required subscription fees are current, whose account has not been suspended, and whose provider profile and required verification information remain complete and accurate.

Buyer. an enterprise, organization, public entity, or other purchaser of workforce, customer experience, technology, consulting, staffing, business process outsourcing, GigCX, artificial intelligence, or related services.

Confidential Information. nonpublic information disclosed by or on behalf of a Party, including business plans, pricing, buyer requirements, project data, personal data, security materials, technical information, and trade secrets, whether disclosed orally, visually, electronically, or in writing.

Engagement Studio. the GiGi workflow through which a Buyer describes a project, uploads materials, requests proposals, receives matches, or communicates requirements.

GiGi. the Global Intelligence Guidance Interface and all associated applications, workflows, databases, models, interfaces, APIs, documentation, and services owned or controlled by GigCXTalent.

GigCXTalent Intelligence. GigCXTalent's proprietary supplier intelligence, scoring, benchmarks, classifications, recommendations, matching logic, taxonomies, research, GVI methodology, GPI methodology and reports, and related analyses.

Introduced Buyer. a Buyer or Buyer affiliate whose identity, personnel, requirement, project, or opportunity is first disclosed, identified, sourced, recommended, matched, introduced, or facilitated to the Provider Subscriber through GiGi or by GigCXTalent.

Opportunity Record. the project-specific electronic record described in Appendix B, including information submitted by a Buyer, generated or populated by GiGi, completed by the Provider Subscriber, or confirmed by GigCXTalent.

Protected Transaction. any direct or indirect agreement, purchase, order, statement of work, pilot, subscription, license, referral, teaming arrangement, subcontract, or other commercial relationship between the Provider Subscriber or its Related Parties and an Introduced Buyer or its Related Parties.

Provider Content. information, documents, pricing, claims, credentials, service descriptions, trademarks, and other content submitted by or for the Provider Subscriber.

Related Party. an entity's parent, subsidiary, affiliate, successor, assignee, representative, reseller, subcontractor, or entity under common control.

3 Platform Relationship and Services

3.1 GigCXTalent provides an independent intelligence, verification, discovery, matching, and transaction-facilitation environment for Human and AI workforce decisions. GigCXTalent may present the Provider Subscriber to Buyers, identify potential fit, request information, coordinate evaluation, support negotiations, provide professional services, and monitor an engagement.

3.2 A match, ranking, score, recommendation, introduction, or Opportunity Record does not require a Buyer to select the Provider Subscriber or require the Provider Subscriber to accept a project. A binding service relationship arises only under a separate buyer-provider contract or an order form that expressly makes GigCXTalent a contracting party.

3.3 GigCXTalent remains independent and may work with other providers, Buyers, and technology companies, including competitors of the Provider Subscriber. No exclusivity applies unless an Appendix B or Appendix C states otherwise for a defined opportunity.

4 Provider Eligibility Verification and Profile Accuracy

4.1 Before receiving Buyer matches, the Provider Subscriber must complete the onboarding, identity, business-status, capability, compliance, and payment information requested by GigCXTalent. GigCXTalent may require supporting records and may verify submitted information through public, licensed, or third-party sources.

4.2 The Provider Subscriber must keep its profile, locations, capabilities, certifications, financial status, security posture, insurance, pricing, references, ownership, and regulatory information complete and accurate. It must correct a material change within five business days.

4.3 GigCXTalent may require a GVI assessment, supplemental diligence, audit, interview, or proof of remediation before or after a match. Participation in GiGi does not itself constitute GVI certification or any other endorsement.

4.4 GigCXTalent may withhold, qualify, remove, or revise a listing, score, badge, match, or recommendation when information is incomplete, disputed, outdated, misleading, or inconsistent with applicable criteria.

5 Subscription and Account Access

5.1 Access to provider features and new Buyer matches requires Active Subscriber status. Subscription plan, fees, billing frequency, included features, and usage limits are stated in the applicable order form or then-current in-platform checkout record.

5.2 The Provider Subscriber is responsible for all activity under its account, must restrict credentials to authorized personnel, and must promptly notify GigCXTalent of suspected unauthorized access. Account access may not be sold, shared outside the Provider Subscriber's organization, or used for another entity.

5.3 Loss of Active Subscriber status ends access to new matches and may suspend access to open opportunities. A lapse, suspension, or termination does not eliminate payment, reporting, confidentiality, intellectual property, non-circumvention, or other obligations relating to an Introduced Buyer or Protected Transaction.

5.4 GigCXTalent may modify subscription features prospectively upon reasonable electronic notice. GigCXTalent will not retroactively change an opportunity-specific transaction fee already accepted in Appendix C.

6 Permitted Use and Platform Restrictions

6.1 GigCXTalent grants the Provider Subscriber a limited, revocable, nonexclusive, nontransferable right during Active Subscriber status to access GiGi for its internal evaluation of opportunities and participation in authorized platform workflows.

6.2 The Provider Subscriber must not, directly or through another person:

- copy, frame, mirror, scrape, crawl, harvest, bulk-download, or create a database from GiGi or GigCXTalent Intelligence except through an expressly authorized feature;
- reverse engineer, decompile, disassemble, discover source code, derive models or logic, probe security, defeat access controls, or interfere with GiGi;

- use GiGi, GigCXTalent Intelligence, Buyer data, outputs, prompts, reports, or workflow results to train, fine-tune, benchmark, validate, or develop a competing model, platform, directory, marketplace, index, or service;
- remove ownership notices; misrepresent a score, badge, certification, or match; publish nonpublic rankings; or imply an endorsement that GigCXTalent has not approved in writing;
- upload malware, unlawful material, infringing content, regulated data not requested by GiGi, or information the Provider Subscriber lacks authority to disclose; or
- use GiGi to identify a Buyer and then move communications or contracting outside the authorized workflow to avoid GigCXTalent's visibility, fees, or commercial role.

7 Introductions and Opportunity Records

7.1 GiGi activity logs, messages, match records, notifications, Opportunity Records, and GigCXTalent correspondence are evidence of an introduction, disclosure, acceptance, or facilitation. An introduction is effective when information sufficient to identify the Buyer, contact, requirement, or project is made available to the Provider Subscriber or its Related Party.

7.2 A Buyer will normally populate project information through the Engagement Studio. GiGi will use that information to auto-populate Appendix B. The Provider Subscriber must review the record, identify any material omission or error, and complete all required blank fields within three business days or before submitting a proposal, whichever occurs first.

7.3 If Appendix B does not auto-populate, the Provider Subscriber must complete it in detail before receiving protected Buyer materials, submitting final pricing, or entering a buyer-provider contract. Platform acceptance, electronic confirmation, or written confirmation by authorized representatives incorporates Appendix B into this Agreement.

7.4 Buyer-submitted information may be preliminary. The Provider Subscriber must conduct its own diligence and clarify requirements before committing to scope, pricing, staffing, service levels, compliance, or delivery dates.

7.5 A claimed preexisting relationship does not exclude an Introduced Buyer unless the Provider Subscriber gives GigCXTalent written notice within five business days after the introduction and provides contemporaneous evidence of active, direct, opportunity-specific commercial discussions during the preceding six months. A general contact, dormant account, marketing list, social-media connection, or unrelated prior engagement is insufficient. GigCXTalent will be the final determinant on what is or isn't a pre-existing relationship based on any exhibits submitted.

8 Opportunity Response and Transaction Process

8.1 The Provider Subscriber will respond to an opportunity or information request within three business days unless Appendix B specifies another period. It will submit accurate pricing, capacity, implementation assumptions, dependencies, exclusions, key personnel and material risks.

8.2 The Provider Subscriber will keep material opportunity communications in GiGi or copy the designated GigCXTalent representative. It will notify GigCXTalent within two business days of a Buyer meeting, proposal request, pilot, award indication, contract draft, scope change, or commercial commitment.

8.3 The Provider Subscriber may decline an opportunity without penalty before accepting Appendix C, but it must continue to protect Buyer and GigCXTalent Confidential Information.

9 Fees Revenue Share and Payment

9.1 The Provider Subscriber will pay subscription fees and any assessment, professional service, referral, marketplace, success, transaction, revenue-share, or oversight fees stated in Appendix C. Unless Appendix C states otherwise, fees are in U.S. dollars and exclude applicable taxes.

9.2 Transaction-based fees apply to all amounts billed, received, credited, offset, bartered, or otherwise realized by the Provider Subscriber or a Related Party from a Protected Transaction, excluding only documented pass-through costs that are billed without markup and expressly approved as excluded in Appendix C.

9.3 Unless Appendix C states otherwise, the Provider Subscriber must pay GigCXTalent within fifteen days after the Provider Subscriber or any Related Party receives the corresponding Buyer payment. The Provider Subscriber may not defer, reclassify, bundle, route, or restructure consideration to reduce a fee.

9.4 Undisputed past-due amounts accrue interest at the lesser of one and one-half percent per month or the maximum lawful rate. The Provider Subscriber will reimburse reasonable collection costs, including attorney fees, incurred to collect GigCXTalent accounting final determined past-due amounts.

9.5 The Provider Subscriber must dispute an invoice in writing within thirty days after receipt and must identify the specific amount and basis. It must timely pay all undisputed amounts. Failure to dispute within that period waives invoice objections except for demonstrable fraud or mathematical error.

10 Non Circumvention and Protected Transactions

10.1 The Provider Subscriber will not directly or indirectly bypass, exclude, conceal from, or otherwise avoid GigCXTalent to obtain a commercial benefit, reduce platform visibility, or avoid a fee or obligation relating to an Introduced Buyer, Opportunity Record, GigCXTalent-introduced provider, or other Referred Party.

10.2 The protection period begins on the latest applicable introduction, match, Opportunity Record activity, or substantive GigCXTalent facilitation and continues during the Term and for thirty-six months afterward. If a Protected Transaction is signed or commercially commenced during that period, GigCXTalent's fee and reporting rights continue for the full duration of the transaction and all renewals, extensions, expansions, change orders, new service lines to include other business units, geographies, affiliates, subsidiaries, successor arrangements, and replacement agreements arising from the relationship.

10.3 The Provider Subscriber remains responsible when a Protected Transaction is entered through a Related Party, broker, reseller, subcontractor, employee, former employee acting for the Provider Subscriber, or another structure used to reach substantially the same commercial result.

10.4 Because circumvention and misuse of introductions may cause harm that is difficult to quantify, GigCXTalent may seek injunctive relief, specific performance, an accounting, unpaid fees, prejudgment interest, and other available remedies. These remedies are cumulative and do not create a penalty or predetermined damages amount.

11 Reporting Billing Records and Audit Rights

11.1 For each Protected Transaction, the Provider Subscriber must provide monthly statements showing invoices issued, credits, units, hours, licenses, transaction values, amounts collected, collection dates, pass-through costs, and the calculation of amounts due to GigCXTalent. A zero-activity statement is required while an agreement with an Introduced Buyer remains active unless Appendix C provides another cadence.

11.2 The Provider Subscriber must maintain complete and accurate books and supporting records for at least five years after the applicable transaction year. Upon ten business days' written notice, GigCXTalent or an independent auditor bound by confidentiality may inspect relevant records no more than twice per calendar year, except that the limit does not apply after a material discrepancy or suspected circumvention.

11.3 If an audit identifies an underpayment greater than five percent for the period reviewed, the Provider Subscriber must pay the shortfall, interest, and reasonable audit costs within ten business days. Otherwise, GigCXTalent bears its audit costs. Audit rights survive while any reporting or payment obligation remains open.

12 Term Active Subscriber Status and Termination

12.1 This Agreement begins on the Effective Date and continues while the Provider Subscriber is an Active Subscriber. The applicable subscription renews according to the accepted order form or checkout record unless either Party gives the required nonrenewal notice.

12.2 Either Party may terminate this Agreement for convenience on thirty days' written notice. GigCXTalent may suspend access or terminate immediately for nonpayment, false or misleading information, security risk, unlawful conduct, material reputational risk, misuse of intellectual property, circumvention, confidentiality breach, or other material breach. For a curable breach, GigCXTalent may allow up to ten days to cure.

12.3 Termination ends the Provider Subscriber's access and license but does not cancel an accepted Appendix B or Appendix C, a Protected Transaction, accrued payment rights, or provisions that by their nature should survive. Sections 6, 7, 9 through 11, 13 through 23, and 25 through 30 survive as applicable.

13 Provider Performance Obligations

13.1 The Provider Subscriber will perform all Buyer services professionally, in accordance with its buyer-provider contract, applicable law, industry standards, approved scope, service levels, security obligations, and representations made during selection.

13.2 The Provider Subscriber is solely responsible for its personnel, recruiting, classification, compensation, taxes, benefits, supervision, background checks, equipment, licenses, subcontractors, performance, and delivery. It may not substitute a material delivery location, subcontractor, technology, or service model without required Buyer approval and notice to GigCXTalent.

13.3 The Provider Subscriber will promptly escalate to the Buyer and GigCXTalent any material service failure, security incident, compliance issue, threatened termination, or fact that makes a prior capability or certification claim materially inaccurate.

13.4 When Appendix B assigns GigCXTalent an oversight role, the Provider Subscriber will provide reasonable access to launch plans, status reports, performance data, governance meetings, monthly business reviews, quarterly business reviews, and remediation plans.

14 Buyer Contracts and Responsibility for Services

14.1 Unless an order form expressly states otherwise, the Provider Subscriber contracts directly with the Buyer and bills the Buyer directly. GigCXTalent is not the provider, employer, staffing firm, reseller, guarantor, fiduciary, or agent for either side and is not responsible for the Provider Subscriber's services or the Buyer's payment.

14.2 The Provider Subscriber may not bind GigCXTalent, make commitments in GigCXTalent's name, or describe GigCXTalent as a party to the buyer-provider contract without written authorization.

14.3 The buyer-provider contract must not conflict with GigCXTalent's fee, reporting, confidentiality, intellectual property, or non-circumvention rights. The Provider Subscriber must provide GigCXTalent the executed contract, statements of work, amendments, and renewal documents, with unrelated sensitive terms reasonably redacted, when needed to verify obligations under this Agreement.

15 Representations Compliance and Insurance

15.1 The Provider Subscriber represents that it is duly organized, validly existing, authorized to enter this Agreement, financially and operationally capable of performing accepted work, and not subject to an obligation that conflicts with this Agreement.

15.2 The Provider Subscriber will comply with all laws and contractual requirements applicable to its business and Buyer services, including privacy, data protection, employment, worker classification, wage and hour,

anti-bribery, sanctions, export controls, accessibility, telemarketing, consumer protection, and sector-specific requirements.

15.3 The Provider Subscriber will not offer or accept an improper payment, undisclosed kickback, or personal benefit in connection with a match or Buyer decision. It will disclose any actual or potential conflict of interest.

15.4 The Provider Subscriber will maintain insurance appropriate to its services and risks, including workers compensation where required, commercial general liability, professional or technology errors and omissions, cyber liability, and any limits stated in Appendix B. It will provide evidence of coverage upon request.

16 Confidentiality

16.1 The receiving Party may use the disclosing Party's Confidential Information only to perform or evaluate activities authorized by this Agreement. It must protect the information with at least reasonable care and no less care than it uses for similarly sensitive information of its own.

16.2 The receiving Party may disclose Confidential Information only to personnel, professional advisers, and approved subcontractors who need it for the permitted purpose and are bound by written duties at least as protective as this Section. The receiving Party is responsible for their compliance.

16.3 Confidential Information does not include information the receiving Party can document was lawfully known without restriction, becomes public without breach, is received lawfully from a third party without duty, or is independently developed without use of the Confidential Information.

16.4 If law or valid legal process requires disclosure, the receiving Party will, to the extent lawful, give prompt notice and reasonable assistance so the disclosing Party may seek protection. The receiving Party will disclose only what is legally required.

16.5 Upon request or termination, the receiving Party will return or securely destroy Confidential Information, except for archival copies maintained by automated backup or law, which remain protected. These obligations continue for five years after disclosure, and for trade secrets as long as they remain trade secrets under applicable law.

17 GigCXTalent Intellectual Property

17.1 As between the Parties, GigCXTalent exclusively owns GiGi and GigCXTalent Intelligence, including all source code and object code; software architecture; APIs; data schemas; prompts; models; algorithms; matching and decision logic; scoring methods; workflows; databases; compilations; taxonomies; user interfaces; user experience; screen designs; graphics; documentation; research; reports; benchmarks; GVI and GPI names, methods, criteria, scores, reports, and badges; trademarks; know-how; improvements; configurations; derivative works; and all related intellectual property rights, whether created before or during this Agreement.

17.2 No ownership right transfers to the Provider Subscriber. Except for the limited access right in Section 6, no license is granted by implication, estoppel, exhaustion, or otherwise. Buyer requirements, Provider Content, feedback, or collaboration do not create joint ownership of GiGi or GigCXTalent Intelligence.

17.3 If the Provider Subscriber provides ideas, requests, corrections, feedback, or suggestions relating to GiGi or GigCXTalent Intelligence, it grants GigCXTalent a perpetual, irrevocable, worldwide, royalty-free right to use and incorporate them without restriction or payment. This does not transfer the Provider Subscriber's preexisting intellectual property identified in writing.

17.4 The Provider Subscriber will not challenge, register, copy, appropriate, or assist another person to challenge or appropriate GigCXTalent's ownership, marks, methods, scores, domain names, or confusingly similar identifiers. Any goodwill arising from authorized use of GigCXTalent marks benefits GigCXTalent.

17.5 Unauthorized use or disclosure of source code, designs, algorithms, methodologies, trade secrets, or platform security information may cause irreparable harm. GigCXTalent may seek immediate equitable relief in addition to other remedies, without waiving any right to damages.

18 Provider Content Data Rights and Intelligence Outputs

18.1 The Provider Subscriber retains ownership of its preexisting Provider Content. It grants GigCXTalent and its service providers a worldwide, nonexclusive, royalty-free right during the Term and afterward as reasonably necessary to host, reproduce, analyze, verify, normalize, display, distribute to authorized Buyers, and otherwise use Provider Content to operate GiGi, make matches, conduct assessments, support transactions, enforce this Agreement, and comply with law.

18.2 The Provider Subscriber represents that it has all rights and notices required to submit Provider Content and authorize this use. It will not submit personal data or third-party confidential information beyond what is necessary and permitted.

18.3 GigCXTalent owns deidentified and aggregated data, platform telemetry, derived classifications, benchmarks, analyses, match signals, and intelligence outputs created through operation of GiGi, provided GigCXTalent does not publicly identify the Provider Subscriber in aggregated reporting without permission except as allowed for an approved profile, badge, score, or report.

18.4 GVI and GPI results and other GigCXTalent analyses are licensed, not sold. The Provider Subscriber may use only the specific report, badge, excerpt, or claim that GigCXTalent authorizes, during the authorized period and under applicable brand or publication rules.

19 Privacy Security and Incidents

19.1 Each Party will apply reasonable administrative, technical, and physical safeguards to personal data and Confidential Information under its control. The Provider Subscriber will use Buyer data only for the applicable opportunity and buyer-provider contract.

19.2 The Provider Subscriber will notify GigCXTalent without undue delay and no later than twenty-four hours after discovering unauthorized access, use, disclosure, loss, or compromise involving GiGi credentials, Buyer data, GigCXTalent Confidential Information, or systems used for an accepted opportunity. It will preserve evidence, mitigate harm, cooperate with investigation, and provide material updates.

19.3 If an opportunity requires regulated personal data, the Parties will execute any required data processing, business associate, cross-border transfer, or security addendum before that data is disclosed. This Agreement does not authorize the Provider Subscriber to upload protected health information, payment-card data, government identifiers, or similarly sensitive data unless GiGi expressly enables and authorizes the workflow.

20 Names Logos and Public Statements

20.1 The Provider Subscriber grants GigCXTalent a nonexclusive, royalty-free right during the Term to display its approved name, logo, profile, and service description in GiGi and related Buyer-facing materials. The Provider Subscriber may withdraw a logo upon thirty days' notice, but GigCXTalent may retain historical records and materials already distributed in perpetuity.

20.2 The Provider Subscriber may not use GigCXTalent, GiGi, GVI, GPI, a badge, Buyer name, project description, case study, or transaction announcement without prior written approval. Approval may impose brand, wording, channel, territory, and duration conditions and may be withdrawn for misuse.

20.3 Neither participation in GiGi nor inclusion in a match authorizes the Provider Subscriber to claim certification, preferred status, exclusivity, guaranteed performance, or Buyer endorsement.

21 Platform Disclaimers

21.1 GiGi, matches, scores, reports, and platform outputs support business evaluation but do not replace the Provider Subscriber's legal, financial, security, operational, or commercial diligence. Artificial intelligence and third-party data may produce incomplete, outdated, or inaccurate results, and the Provider Subscriber must validate material information before relying on it.

21.2 To the maximum extent permitted by law, GiGi and GigCXTalent services are provided as available. GigCXTalent disclaims implied warranties of merchantability, fitness for a particular purpose, noninfringement, and uninterrupted or error-free operation. GigCXTalent does not guarantee a match, award, volume, revenue, Buyer payment, project continuation, or outcome.

21.3 Third-party systems, data sources, communications, payment services, and provider or Buyer conduct are outside GigCXTalent's control. GigCXTalent is not responsible for their availability, accuracy, security, or performance.

22 Indemnification

22.1 The Provider Subscriber will defend, indemnify, and hold harmless GigCXTalent, its affiliates, and their officers, managers, employees, contractors, and representatives from third-party claims, damages, penalties, judgments, losses, and reasonable legal fees arising from Provider Content; the Provider Subscriber's services, personnel, subcontractors, or buyer-provider contract; bodily injury, death, or property damage caused by the Provider Subscriber; alleged infringement by Provider Content or Provider Subscriber deliverables; violation of law; security or privacy incident within the Provider Subscriber's control; or breach of this Agreement.

22.2 GigCXTalent will promptly notify the Provider Subscriber of an indemnified claim, subject to no forfeiture except to the extent delay materially prejudices the defense. The Provider Subscriber may control the defense with qualified counsel, but may not settle a claim in a manner that admits fault by, imposes nonmonetary duties on, or fails to fully release GigCXTalent without GigCXTalent's written consent.

22.3 GigCXTalent will defend the Provider Subscriber against a third-party claim that the authorized use of GiGi as provided by GigCXTalent directly infringes a United States patent, copyright, or trademark, and will pay finally awarded damages or an approved settlement. This duty excludes claims arising from Provider Content, unauthorized use, modification, combination, continued use after notice, or compliance with Provider Subscriber instructions. GigCXTalent may modify, replace, or terminate the affected feature and refund prepaid unused subscription fees for that feature as the exclusive remedy.

23 Limitation of Liability

23.1 To the maximum extent permitted by law, GigCXTalent will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profits, revenue, business, goodwill, data, or anticipated savings, even if advised of the possibility.

23.2 GigCXTalent's aggregate liability arising from or relating to this Agreement will not exceed the total fees the Provider Subscriber paid directly to GigCXTalent under this Agreement during the twelve months preceding the event giving rise to the claim.

23.3 The limitations in this Section do not limit the Provider Subscriber's payment, reporting, audit, confidentiality, data-security, intellectual property, non-circumvention, indemnification, fraud, gross negligence, or willful-misconduct obligations. They also do not limit liability that applicable law does not permit the Parties to limit.

24 Independent Contractors

24.1 The Parties are independent contractors. This Agreement does not create an employment, agency, fiduciary, franchise, partnership, joint venture, or exclusive relationship. Neither Party may bind the other or incur obligations on the other's behalf.

24.2 The Provider Subscriber is responsible for its own expenses and taxes unless an accepted Appendix expressly provides otherwise.

25 Dispute Process Governing Law and Venue

25.1 Before filing a nonurgent claim, an authorized executive of each Party will meet by video or telephone and attempt in good faith to resolve the dispute. If unresolved after fifteen business days, either Party may request nonbinding mediation in Washoe County, Nevada. Mediation does not prevent a Party from seeking timely relief or preserving a limitations period.

25.2 This Agreement is governed by Nevada law, without regard to conflict-of-law rules. The state and federal courts located in Washoe County, Nevada have exclusive jurisdiction, and each Party consents to personal jurisdiction and venue there.

25.3 Either Party may seek temporary, preliminary, or permanent injunctive relief for actual or threatened misuse of intellectual property, Confidential Information, data, platform access, or protected commercial relationships without first completing the executive or mediation process.

25.4 To the extent permitted by law, each Party knowingly and voluntarily waives trial by jury for a dispute arising from this Agreement. The prevailing Party in an action to enforce this Agreement is entitled to reasonable attorney fees and costs, subject to the court's determination.

26 Notices

26.1 Operational notices, opportunity notices, approvals, and records may be delivered through GiGi or to the authorized account email. Legal notices of breach, termination, indemnity claims, or litigation must be sent by email with delivery confirmation and by nationally recognized overnight courier to the address on the first page or an updated address given in writing.

26.2 Notices to GigCXTalent must be sent to sandra@gigcxtalent.com and 65 Llama Court, Reno, Nevada 89511 USA. Notices are effective upon confirmed electronic delivery or one business day after deposit with the courier, whichever occurs first. Notices to Provider Subscriber will be sent to (email) _____, (address) _____.

27 Force Majeure

27.1 Neither Party is liable for delay caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil disturbance, epidemic, government action, widespread utility or telecommunications failure, or labor disruption not limited to its own workforce. The affected Party must promptly notify the other, mitigate the impact, and resume performance when reasonably possible.

27.2 Force majeure does not excuse payment already due, confidentiality or security duties, disaster-recovery obligations expressly promised for Buyer services, or a failure that reasonable business continuity measures would have prevented. If the event continues for more than thirty days and materially prevents performance, the unaffected Party may terminate the affected service on five days' notice.

28 GiGi Application Records and Electronic Acceptance

28.1 The GiGi application is the system of record for account status, Buyer matches, Opportunity Records, acceptances, project communications, amendments, fee schedules, notices, and transaction activity, except to the extent an authorized written instrument expressly states otherwise.

28.2 The Parties consent to electronic records, signatures, click acceptance, and electronic delivery. A record or signature may not be denied effect solely because it is electronic. The Provider Subscriber agrees that its authorized user's account credentials, acceptance event, timestamp, and associated audit log may evidence assent.

28.3 The Provider Subscriber must maintain current authorized-user information. It is bound by an acceptance made through its account unless it notifies GigCXTalent of unauthorized use promptly after discovery and provides reasonable supporting evidence.

28.4 GigCXTalent may retain and reproduce electronic records in the ordinary course. A printed or exported copy of an electronic record is admissible to the same extent as other business records, subject to applicable law.

29 Assignment and Change of Control

29.1 The Provider Subscriber may not assign this Agreement, delegate a material obligation, or transfer an opportunity without GigCXTalent's prior written consent. A merger, sale of substantially all assets, transfer of control, or transfer to an affiliate is an assignment for this purpose.

29.2 GigCXTalent may assign this Agreement to an affiliate or in connection with a financing, reorganization, merger, acquisition, or sale of all or substantially all of the business or assets relating to GiGi. This Agreement binds permitted successors and assigns.

30 General Terms

30.1 This Agreement is the entire agreement concerning its subject matter and supersedes prior or contemporaneous discussions and documents concerning Provider participation in GiGi, except that a separate nondisclosure agreement remains effective to the extent it provides greater protection for GigCXTalent Confidential Information or intellectual property.

30.2 An amendment must be in a record signed or electronically accepted by authorized representatives of both Parties. A waiver must be in writing and applies only to the specific instance. Delay in enforcement is not a waiver.

30.3 If a provision is unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions remain effective. Headings are for convenience. Including means including without limitation. This Agreement may be signed in counterparts, which together form one instrument.

30.4 The Parties acknowledge that they had the opportunity to consult counsel, participated in negotiating or reviewing this Agreement, and intend it to be interpreted fairly rather than against either Party as drafter.

Signatures

GIGCXTALENT, LLC	PROVIDER SUBSCRIBER
By: _____	Legal Name: _____
Name: Daniel Akre	By: _____
Title: Founder and CEO	Name: _____
Date: _____	Title: _____
Email: dan@gigcxtalent.com	Date: _____

Appendix A Provider Participation Requirements

The Provider Subscriber will complete and maintain the following requirements as applicable to its subscription plan and each accepted opportunity.

Requirement	Provider Subscriber obligation
Business identity	Legal name, jurisdiction, registration status, ownership, tax identifier, operating addresses, and authorized contacts.
Provider profile	Accurate service categories, industries, languages, delivery locations, workforce models, capacity, technology, pricing approach, and implementation timelines.
Verification	Supporting evidence reasonably requested by GigCXTalent, including licenses, insurance, security materials, certifications, references, financial or compliance information, and GVI participation when required.
Opportunity response	Review each Opportunity Record, complete missing fields, identify assumptions, respond within the stated period, and keep material communications visible to GigCXTalent.
Delivery	Use qualified personnel, meet Buyer commitments, maintain business continuity, report material issues, and cooperate with agreed governance and oversight.
Commercial reporting	Report Buyer contracts, amendments, invoices, collections, renewals, expansions, and amounts due to GigCXTalent accurately and on time.
Platform integrity	Protect account credentials, Buyer data, GigCXTalent Confidential Information, and intellectual property. Do not scrape, reverse engineer, misstate, or circumvent.

Appendix B Engagement Studio Opportunity Record

GiGi will auto-populate this record from information a **Buyer** provides through the Engagement Studio and from authorized platform data. The **Provider Subscriber** must review the record and complete every material blank. If the record does not auto-populate, the Provider Subscriber must complete it in detail before final pricing, proposal submission, or contracting. Buyer-submitted information remains subject to validation.

Field	Project information
Opportunity Record ID	[Auto-populated by GiGi]
Record date and version	[Auto-populated by GiGi]
Buyer legal name	[Buyer entry or Provider Subscriber completion]
Buyer affiliates in scope	[Buyer entry or Provider Subscriber completion]
Primary contact	Name, title, email, telephone, and location
Project name	[Required]
Business objective	Detailed description of the need, intended outcome, and decision criteria
Services requested	BPO, GigCX, AI, staffing, consulting, technology, or other scope
Industry and use case	[Required]
Countries and languages	Delivery and customer geographies, languages, and dialects
Volumes and demand pattern	Forecast, concurrency, hours, seasonality, ramp, and elasticity
Workforce requirements	Roles, skills, experience, scheduling, location, employment model, and screening
Technology environment	Platforms, integrations, data access, AI requirements, telephony, and dependencies
Security and compliance	Required standards, certifications, privacy regimes, regulated data, and audits
Service levels and outcomes	KPIs, SLAs, quality, customer experience, productivity, and reporting
Implementation	Target decision date, launch date, milestones, pilot, transition, and governance
Commercial information	Pricing model, budget range if disclosed, billing currency, payment terms, and pass-through costs
Proposal requirements	Required format, due date, demonstrations, references, and evaluation process
GigCXTalent role	Matching, diligence, GVI, procurement support, negotiation, implementation, oversight, or other role

Field	Project information
Provider assumptions	[Provider Subscriber must complete]
Provider exceptions and risks	[Provider Subscriber must complete]
Conflicts or preexisting relationship	Disclose under Section 7.5 with supporting evidence
Authorized acceptance	Name, title, acceptance event, timestamp, and audit record

Incorporation. When accepted through GiGi or confirmed in writing by authorized representatives, this Opportunity Record becomes part of the Agreement. A later version replaces an earlier version only to the extent the later version expressly identifies the changed fields.

Appendix C Subscription and Transaction Fee Schedule

Complete one fee schedule for the subscription and, when applicable, for each protected opportunity. An accepted in-platform fee record may replace this page if it contains the same material terms.

Commercial term	Accepted value
Subscription plan	_____
Subscription fee	\$ 1,500.00 (Provider) \$ 500.00 (Buyer)
Subscription start	_____
Renewal and notice	_____
Opportunity Record ID	_____
Referral or transaction fee	_____ percent of applicable revenue, or \$ _____
Technology or license fee	_____ percent / \$ _____ / not applicable
Professional services fee	\$ _____ per hour / fixed fee \$ _____
Operational oversight fee	_____ percent / \$ _____ / not applicable
Approved pass-through exclusions	_____
Reporting cadence	Monthly unless stated here: _____
Payment timing	Net 15 after Provider Subscriber receipt unless stated here: _____
Special terms	_____

GIGCXTALENT, LLC	PROVIDER SUBSCRIBER
By: _____	By: _____
Name and title: Daniel Akre, Founder and CEO	Name and title: _____
Date: _____	Date: _____

Appendix D Authorized Brand Use Record

This Appendix records any authorization to use a Party's name, logo, badge, score, quotation, or case study beyond the display rights granted to GigCXTalent in Section 20. No entry means no additional authorization is granted.

Authorization field	Approved use
Owner of material	_____
Approved material	_____
Approved wording	_____
Channels and audience	_____
Territory	_____
Start and end dates	_____
Approval conditions	_____
Authorized approver	_____
Approval date	_____