

IMPORTANT — PLEASE READ CAREFULLY: This is a legally binding contract (the “Agreement”) between you and PricewaterhouseCoopers LLP (“PwC US”) governing your use of the web site currently located at <https://stagingagency.brassring.com/agency/login.aspx?partnerid=25163&siteid=6115>, or any successor web site or domain thereto, and the Agency Manager Gateway available thereon (collectively referred to as “the Agency Manager Gateway” or the “Web Site”). Your access to, and use of, the online information, tools and services provided through the Web Site are subject to the following terms and conditions. By registering for the Web Site where indicated, you represent that you accept all of the terms and conditions of this Agreement without modification or variation. If you do not agree to be bound by this Agreement in its entirety, you may not use the Web Site.

1. What is the Agency Manager Gateway?

Your employer (referred to hereafter as the “Company”) has entered into an arrangement with PwC US to provide certain employee recruiting services (the “Recruiting Services”). The Agency Manager Gateway is a means by which you and PwC US can exchange information related to the Recruiting Services. This Agreement only governs your use of the Web Site – it does NOT govern any Recruiting Services. Any terms and conditions related to the Recruiting Services are the subject of a separate agreement between PwC US and the Company.

2. Who May Use the Agency Manager Gateway?

You may only use the Web Site if you are authorized by your Company to provide information to PwC US in connection with its Recruiting Services. By using the Web Site you represent that you are so authorized. If at any time you cease to be authorized by your Company to provide information to PwC US, you must cease all use of the Web Site.

You may not access or use the Web Site if you are a citizen or national of any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Iran, Syria, Cuba, North Korea, Libya, and Sudan) and you may not access or use the Web Site from any such country.

If any applicable law, rule or regulation prohibits your access of the Web Site you may not access or use the Web Site.

If you do not qualify under the foregoing eligibility requirements, you cannot use the Web Site. In the event that you are a person who does not meet the eligibility criteria set out above but nevertheless uses the Web Site, you as a non-eligible party will still be bound to all the terms and conditions of this Agreement and shall have all the obligations, responsibilities and liabilities as would an eligible entity that is a party to this Agreement.

3. Web Site Registration; User Names, Passwords and Security.

As part of Web Site registration, you will need to provide certain information about yourself. You warrant that all information provided by you in connection with registration is true, accurate, complete and up-to-date and you agree to make any changes necessary to your user profile on the Web Site to ensure that such information is true, accurate, complete and up-to-date at all times.

To use the Web Site, you will need to select a username and password. You will be required to enter your username and password every time you wish to access the Web Site. Your username and password are personal to you and non-transferable. You must maintain them in strict confidence and you may not communicate them to anyone else or allow anyone else to use them. **YOU ARE RESPONSIBLE FOR ALL USE OF THE WEB SITE MADE USING YOUR USERNAME AND PASSWORD, REGARDLESS OF THE IDENTITY OF THE PERSON MAKING SUCH USE, AND PwC US AND ITS LICENSORS WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY UNAUTHORIZED USE OF THE USERNAMES OR PASSWORDS OR ANY UNAUTHORIZED USE OF OR WITHIN THE WEB SITE.** If you become aware of a breach of security with respect to your username or password, you must immediately notify PwC US.

PwC US reserves the right, acting in its sole discretion, to accept, reject or cancel registrations for this Web Site and its related services.

4. Changes and Access to the Web Site; Data Entry and Loss; Security Breaches.

You understand and agree that no representation or warranty is made with respect to the functionality or availability of the Web Site, and that all or any portion(s) of the Web Site may for a variety of reasons be unavailable to you for use either temporarily or permanently without notice. PwC US reserves the right in its sole discretion, without notice, to suspend your access to all or part of the Web Site or to change the content, presentation, performance, functionality and availability of the Web Site.

We will treat all data submitted by you in accordance with the terms and conditions of our Privacy Policy https://sstagingjobs.brassring.com/img/images_25163_6096/privacypolicynew.html , which is incorporated herein by reference.

You further agree and understand that information and data related to the Web Site may be irretrievably lost or destroyed at any time, and it will be your responsibility to make all necessary copies and backups of any appropriate information and data posted to or obtained or available from the Web Site. You agree that PwC US, its licensors and suppliers will not have any liability due to your inability to access the Web Site, any portion thereof or any related data or information, and will not have any liability in connection with the loss or destruction of any such data or information.

5. Restrictions on Use of the Web Site.

The Web Site is a means by which you can provide PwC US with information related to the Recruiting Services for your Company. You will not use the Web Site to post or transmit any information that you do not have the right to provide to PwC US, which would violate any applicable law or regulation, or that would violate, infringe or misappropriate any third party right or interest. Without limiting the foregoing, you may not make available or promote in or through the Web Site any material or information that: (a) infringes any person's intellectual property, privacy or other proprietary rights; (b) is or is likely to be perceived as defamatory, threatening, misleading, offensive or inappropriate, or materially misrepresents facts; (c) adversely affects performance or availability of the Web Site, or places an undue load on PricewaterhouseCoopers network resources; (d) contains any virus, harmful component or corrupted data; or (e) contains any advertising, promotion or solicitation.

6. Ownership of the Web Site.

As between the parties, all right, title and interest in and to the Web Site, including without limitation all information and related technology, shall remain with PwC US and/or its licensors, and you shall have no rights in the Web Site. You acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with PwC US' or its licensors' ownership of or rights with respect to the same.

7. Compliance with Laws. You will comply with all applicable domestic and foreign laws, rules and regulations in connection with your use of the Web Site.

8. Indemnification.

To the maximum extent permitted by applicable law, you agree to defend (at the indemnified party's option), indemnify and hold PwC US and its respective partners, principals, employees, licensors, agents, affiliates, business associates, suppliers and insurers harmless from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) and expenses in connection with any claim arising out of or in connection with any content or information posted or transmitted by you using the Web Site or that otherwise arise out of your use of the Web Site or that of any other third party who is given or gains access to the Web Site due to your action or inaction. At any time, PwC US has the right to forego the indemnification and assume the defense of any claim. Notwithstanding the foregoing, it is not the intent of the parties to affect the rights of PwC US's insurers to assume the defense or settlement of any claim against PwC US for which insurance coverage is sought under any PwC US policy.

9. Disclaimers and Assumptions of Risk.

THE WEB SITE AND CONFIDENTIAL INFORMATION PROVIDED TO YOU HEREUNDER ARE PROVIDED "AS IS," "AS AVAILABLE," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PwC US

AND ITS LICENSORS, BUSINESS ASSOCIATES AND SUPPLIERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SAME, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, NON-INTERFERENCE, ERROR-FREE SERVICE AND UNINTERRUPTED SERVICE. THIS AGREEMENT IS NOT AN OFFER OF ANY FINANCIAL OR OTHER GOODS OR SERVICES EXCEPT FOR THOSE EXPLICITLY LICENSED HEREUNDER.

10. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PwC US NOR ITS OFFICERS, DIRECTORS, PARTNERS, AFFILIATES, BUSINESS ASSOCIATES, LICENSORS OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, GOODWILL, WORK STOPPAGE, SECURITY BREACHES, VIRUSES, COMPUTER FAILURE OR MALFUNCTION, USE, DATA OR OTHER INTANGIBLE LOSSES OR COMMERCIAL DAMAGES, EVEN IF ANY OF SUCH PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH LOSSES, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE WEB SITE, THE USE OF OR INABILITY TO USE THE SAME, OR ANY OTHER SUBJECT MATTER HEREOF. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PwC US NOR ITS AFFILIATES, LICENSORS OR SUPPLIERS WILL BE LIABLE FOR ANY LOSS OR DAMAGE SUFFERED BY YOU WHICH ARISES OUT OF OR IN CONNECTION WITH ANY INFORMATION OBTAINED BY YOU VIA OR IN CONNECTION WITH THE WEB SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PwC US, ITS PARTNERS, EMPLOYEES, AFFILIATES, LICENSORS, BUSINESS ASSOCIATES AND SUPPLIERS UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER EXCEED FIVE THOUSAND U.S. DOLLARS (\$5,000).

11. Term and Termination.

Either party may terminate this Agreement, with or without cause, at any time. All terms and conditions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination and remain in full force, including but not limited to the terms and conditions concerning any disclaimers, intellectual property rights, duties of confidentiality, limitations of liability, duties of indemnification and provisions regarding resolution of differences. Although each party's further rights and obligations cease immediately on termination of this agreement, termination does not affect a party's accrued rights and obligations at the date of termination.

12. General.

12.1 Governing Law, Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with applicable U.S. federal law and the laws of the State of New York, without regard to conflict-of-laws principles. Each party irrevocably consents to the exclusive jurisdiction and venue of the United States Federal and New York State courts located in and serving the City of New York in connection with any dispute or claim arising under this Agreement. Each party waives any right that it may have to assert that such forum is not convenient. Each party agrees not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to PwC US's services and fees. The 1980 UN Convention on Contracts for International Sale of Goods will not apply to this Agreement.

12.2 Conflict; Severability. In the event of any conflict between this Agreement and any procedures or requirements set out in the Web Site, the provisions of this Agreement will prevail. If any provision of this Agreement is held to be invalid, void or illegal, it will be severed from this Agreement and will not affect, impair or invalidate any other provision, and it will be replaced by a provision which comes closest to such severed provision in language and intent without being invalid, void or illegal.

12.3 Amendment; Assignment. PwC US may amend this agreement at any time by providing a copy of the amended terms and conditions to you in any format, including electronically via the Web Site. If you do not provide PwC written notice of

your rejection of the amended terms within ten (10) days of your receipt of the same, the terms and conditions and amendment will be deemed accepted and will become effective. If you reject such amended terms and conditions, this Agreement shall terminate automatically pursuant to Section 11. This agreement may not be otherwise amended. You may not assign, transfer, change or otherwise seek to deal with any rights or obligations under this Agreement without the prior written consent of PwC US. PwC US may assign this agreement in whole or in part without your consent.

12.4. No Implied Waiver. No right under this Agreement or breach hereof may be waived except in writing signed by the parties hereto. The failure of either party to require performance of any provision of this Agreement will not be construed as a waiver of such party's rights to insist on performance of such provision or any other provision at some other time.