

RECRUITER AGREEMENT

THIS RECRUITER AGREEMENT, dated as of _____ (the "**Agreement**"), is entered into by and between BuildStarr, with a business address at 1900 E. Golf Rd, Suite 950, Schaumburg, IL 60173 ("**Company**"), and _____, having mailing address at _____, Country _____, ("**Recruiter**") ("**Recruiter**", and together with Company, the "**Parties**", and each, a "**Party**").

WHEREAS, Company is in the business of supplying various types of building materials products ("**Products**") to medium to large multifamily, affordable housing, senior living, office, and hotel projects nationwide ("**Projects**") and provides building owners, builders, developers, property management firms, and general contractors ("**Customers**") with huge savings on their Projects costs;

WHEREAS, Company wishes to engage **Recruiter** to recruit referral clients ("**Referral Clients**"), including but not limited to residential realtors, commercial real estate brokers, real estate lawyers and architects, to introduce Company to potential Customers for sale of the Products ("**Services**"); and

WHEREAS, Recruiter desires to accept such engagement.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Engagement.

(a) Company hereby engages Recruiter, and Recruiter hereby accepts such engagement, to act as Company's non-exclusive recruiter to provide the Services in North America ("**Territory**") during the Term, solely in accordance with the terms and conditions of this Agreement. Company may, in its sole discretion, engage with any other person or company to provide similar Services ("**Recruiter Clients**"). Recruiter will recruit Referral Clients for Company, and perform such other responsibilities as directed by Company, including completing Company's online Recruiter Register Form ("**Recruiter Form**") and ensuring that its Referral Clients that are approved by Company complete Company's online Referral Client Register Form ("**Referral Form**").

(b) Recruiter shall have the full life cycle experience with recruiting Referral Clients who have very good personal or business connections with the top executives (Chairman, CEO and President) of commercial Customers. The prices, terms, and conditions under which Company offers or sells any Products shall be determined by Company in its sole discretion. Company shall have the sole authority to control all discussions and negotiations regarding any proposed or actual offering or sale of Products to Customers.

(c) Recruiter shall defend, indemnify, and hold harmless Company, and any of its directors, officers, and shareholders, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including attorney fees) incurred by Company arising out of or resulting from Recruiter's actions or omissions hereunder.

2. Compensation.

(a) In consideration for the Services rendered by Recruiter hereunder, Company shall pay to Recruiter compensation ("**Recruiter Fee**") on the sales made by Company to each Customer introduced by Recruiter's Referral Clients at the rate of 2% of the total invoice order amount (include Tax and shipping) for a period of three (3) years from the Date of Introduction; **Recruiter and Referral Client Fee** – Recruiter will be introducing commercial customer to **Company**, the total fee is 4% of the total invoice order amount include tax and shipping for a period of three (3) years from the Date of Introduction ("**Referral Term**").

For the purpose of this Agreement, "**Date of Introduction**" shall mean the date when a Referral Form with respect to a Customer is completed for the first time by a Recruiter's Referral Client, or the date when the first Referral Client completes the Referral Form for the first time if more than one Referral Clients of Recruiter have referred Company to the same Customer.

(b) Recruiter shall use its best efforts to provide the Services in a professional and workman like manner, including but not limited to design and implement effective recruiting strategies, and develop and update job descriptions and specifications.

Recruit Can Do Process: Recruiter can use the following methods to recruit Referral Clients:

- Realtor Association, Commercial Real Estate Association; Architect Association; real estate lawyers; Database (LoopNet, CoStar...); Google Online Search.
- Recruiter's own "Realtor", "Commercial Real Estate Brokers", "Architect" lists and "Real Estate Lawyers" list, which MUST be pre-approved by the Company.

Recruit Can't Do Process: Recruiter can't use the following methods to recruit Referral Clients:

- Can't post Referral Client opportunity on ANY free or paid job sites.
- Can't post Referral Client opportunity on ANY social media (LinkedIn, YouTube, Twitter, Instagram...).

(c) Company shall pay the Recruiter Fee within 30 days after the Company has collected the final invoice amount from a Customer referred by Recruiter's Referral Client and at the end of the month in which the 30th day falls into (or the next immediate business day if such month end falls on a weekend or holiday). If for any reason Company is required to refund, in whole or in part, any amount received during the Referral Term from a Customer referred by Recruiter's Referral Client after Company has already paid Recruiter the corresponding Recruiter Fee, at the sole option of Company, Recruiter shall refund Company such Recruiter Fee immediately upon demand or the owed amount shall be set off against any future Recruiter Fee payable from Company to Recruiter.

3. Independent Contractor. Recruiter is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Recruiter and Company for any purpose. Recruiter has no authority (and shall not hold itself out as having authority) to bind Company and Recruiter shall not make any agreements or representations on Company's behalf without Company's prior written consent. Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Recruiter's behalf. Recruiter shall be responsible for, and shall indemnify Company against, all such taxes or contributions, including penalties and interest. Recruiter shall be solely responsible for all costs or expenses that it may incur in the performance of its activities under this Agreement. Any persons employed or engaged by Recruiter in connection with the performance of Recruiter's obligations hereunder shall be Recruiter's employees or contractors and Recruiter shall be fully responsible for them and indemnify Company against any claims made by or on behalf of any such employees or contractors.

4. Confidentiality. All non-public, confidential, or proprietary information of Company, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, and rebates, disclosed by Company to Recruiter, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement[, as well as the terms and conditions and the existence of this Agreement] is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Company in writing. Upon Company's request, Recruiter shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section 4. This section shall not apply to information that is: (a) in the public domain; (b) known to the Recruiter at the time of disclosure; or (c) rightfully obtained by the Recruiter on a non-confidential basis from a third party.

5. Publicity. Recruiter shall not (orally or in writing) disclose, make any public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of Company,

except to the extent that Recruiter based upon the reasonable advice of counsel is required to make any public disclosure or filing with respect to the subject matter of this Agreement by applicable law.

6. Term and Termination.

The term of this Agreement commences on the date of this Agreement and continues for a period of three years, unless and until earlier terminated as provided under this Agreement (the "**Term**"). In addition to any remedies that may be provided in this Agreement, either Party may terminate this Agreement with immediate effect upon Notice to the other Party, if the other Party: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after the other Party's receipt of Notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

7. Miscellaneous.

(a) All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section 7(a)). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this Section 7(a).

(b) This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Illinois, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Illinois, in each case located in the City of Rolling Meadows and County of Cook, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail in accordance with Section 7(a) will be effective service of process for any suit, action, or other proceeding brought in any such court.

(c) This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

(d) Recruiter shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitutes one and the same agreement. [Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.]

(f) Each Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to this Agreement, or the transactions contemplated hereby.

(g) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(i) The Parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Recruiter's Name: _____ Date: _____