

RECRUITMENT SERVICES AGREEMENT

This Recruitment Services Agreement ("Agreement") is entered into on May 31 2025 ("Effective Date") between ALGORA LTD, a Cyprus limited company ("Recruiter") and dottxt Inc., a Delaware corporation ("Client").

Client and Recruiter are collectively referred to as the "Parties" and individually as a "Party."

1. Services

1.1 Scope of Services. Recruiter shall provide recruitment services to Client, including sourcing, screening, and presenting qualified candidates for software engineering, machine learning and all technical positions as specified by Client ("Services").

1.2 Performance Standards. Recruiter shall perform the Services in a professional manner, consistent with industry standards, and in accordance with Client's reasonable specifications, including job descriptions and candidate requirements provided in writing.

2. Compensation

2.1 Commission. Client shall pay Recruiter a commission equal to twenty percent (20%) of the Candidate's first-year base salary (excluding equity) for each Candidate hired by Client through Recruiter's Services ("Commission").

2.2 Definition of Hire. A "Candidate" is deemed hired when they accept a written offer of employment from Client. A hire is considered "through Recruiter's Services" if Recruiter introduced the Candidate to Client or facilitated the hiring process within the twelve (12) months preceding the hire.

2.3 Payment Terms. Client shall pay the Commission within thirty (30) calendar days of the Candidate's employment acceptance date. Payments shall be made via wire transfer to Recruiter's designated account or address provided in writing.

2.4 Late Payments. Any unpaid Commission amounts after the 30-day period shall accrue interest at a rate of 10% per month or the maximum rate permitted by law, whichever is lower, until paid in full.

2.5 Salary Verification. Client shall provide Recruiter with written confirmation of the Candidate's first-year base salary within five (5) business days of the Candidate's employment acceptance date to facilitate accurate Commission calculation.

3. Term and Termination

3.1 Term. This Agreement shall commence on the Effective Date and continue until terminated by either Party in accordance with this Section.

3.2 Termination for Convenience. Either Party may terminate this Agreement with thirty (30) days' written notice to the other Party. Termination shall not affect Client's obligation to pay Commissions for Candidates introduced and hired prior to the termination date.

3.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice of the breach.

4. Candidate Guarantee

4.1 Replacement Guarantee. If a hired Candidate's employment is terminated (voluntarily or involuntarily, except for reasons such as redundancy or restructuring) within ninety (90) days of their start date, Recruiter shall, at no additional cost, provide replacement recruitment services for the same position, provided Client has paid all due Commissions and notifies Recruiter in writing within seven (7) days of termination.

4.2 Limitation. The replacement guarantee applies only once per position and does not include reimbursement of the original Commission.

5. Confidentiality

5.1 Confidential Information. Each Party acknowledges that it may receive confidential information from the other Party, including but not limited to candidate resumes, Client's business practices, and salary information ("Confidential Information"). Each Party agrees to use Confidential Information solely for the purpose of performing under this Agreement and to not disclose it to third parties without prior written consent, except as required by law.

5.2 Duration. The obligations under this Section shall survive for one (1) year after the termination of this Agreement.

6. Non-Solicitation

6.1 During the term of this Agreement and for twelve (12) months following its termination, Client shall not directly or indirectly solicit or hire any of Recruiter's employees or candidates without Recruiter's prior written consent, except as provided under this Agreement.

6.2 During the term of this Agreement and for sixty (60) months following its termination, Recruiter shall not directly or indirectly solicit or hire any of Client's employees.

7. Independent Contractor

7.1 Status. Recruiter is an independent contractor and not an employee, agent, or partner of Client. Recruiter shall be solely responsible for its own taxes, insurance, and compliance with applicable laws.

8. Governing Law and Dispute Resolution

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles.

8.2 Dispute Resolution. Any disputes arising under this Agreement shall be resolved through arbitration. The prevailing Party in any legal action shall be entitled to recover reasonable attorneys' fees and costs.

9. Miscellaneous

9.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether written or oral, relating to the subject matter.

9.2 Amendments. This Agreement may only be amended in writing signed by both Parties.

9.3 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.4 Notices. All notices under this Agreement shall be in writing and delivered via email.

9.5 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that Recruiter may assign this Agreement to an affiliate or successor entity upon written notice.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLIENT

On behalf of: dottxt Inc.

Name: Daniel Gerlanc

Title: Chief Technology Officer

Date: May 31, 2025

11 Town Square Pl. Ste. 1238, PMB 94884,
Jersey City, NJ 07310-1810, US

RECRUITER

On behalf of: ALGORA LTD

Name: Ioannis Rafail Florokapis

Title: Director

Date: May 31, 2025

7 Achilleos Kyrrou str,
1075 Nicosia, Cyprus