



1290 WORLD LLC | TWELVE NINETY CONNECTIONS

# Client Network Protected Search Terms & Conditions

Version 2.2

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Entity: 1290 World LLC, acting through 1290 World Connections and publicly known as Twelve Ninety Connections ("TNC")

Audience: New 1290 Client Network Portal account applicants

Effective Date: The date this version is accepted for a new account.

Prior versions: This version applies to new acceptances. Earlier accepted versions, signed copies, decisions, and receipts remain valid and retrievable.

## CONTROLLING RELATIONSHIP STATEMENT

The Client Network is Twelve Ninety Connections' Protected Search relationship. By entering or maintaining a Client Network relationship, the Client enters the Protected Search framework governed by these Client Network Protected Search Terms & Conditions. All recruiting searches accepted and performed by Twelve Ninety Connections for a Client are Protected Searches. TNC does not offer a separate ordinary, general, contingency, retained, executive, project, embedded, RPO-like, or unprotected recruiting-search relationship outside this framework.

## ONE STANDING AGREEMENT; ROLE-SPECIFIC AUTHORIZATIONS

These Terms are the single standing Client Network agreement. They govern the continuing Client relationship and incorporate the exact current versions identified in the Client's acceptance receipt of: (a) Exhibit A — Protected Search Commercial Terms; and (b) Exhibit B — Protected Search Operating Terms. Those exhibits are components of this Agreement and are not separate Network memberships or separate standing acceptance events. Each individual role or opening requires a separate Protected Search Authorization. A Search Authorization activates only the identified role, openings, economics, term, exclusions, and other role-specific facts after Client acceptance and TNC activation approval.

## DOCUMENT HIERARCHY

The controlling Client legal hierarchy is:

TNC Ecosystem Participation Terms & Conditions → Client Network Protected Search Terms & Conditions → applicable exhibits → role-specific Protected Search Authorization → action, placement, guarantee, data, or Client Signature instruments required for the particular matter.

## CLIENT SIGNATURE

Client Signature is an optional premium addendum within the Client Network. It does not create a different recruiting model and does not replace these Terms, the Protected Search framework, the per-role Protected Search Notice, a Protected Search Authorization, or TNC activation approval.

## SUPERSESSION AND PRESERVATION

This Version 2.2 supersedes Client Network Protected Search Terms & Conditions Version 2.1 and continues to incorporate the substantive Protected Search operating and commercial structure. Their substantive operating and commercial provisions remain preserved through these Terms and the incorporated exhibits. Prior accepted, executed, superseded, or evidentiary copies and receipts remain immutable and retrievable. This restatement does not silently rewrite a prior acceptance.

## 1. PURPOSE

These Terms establish the Client relationship between 1290 World LLC, acting through 1290 World Connections and publicly known as Twelve Ninety Connections ("TNC"), and the legal entity accepting these Terms ("Client").



They govern baseline participation in the 1290 Client Network™, use of the Client Portal, organization and user responsibilities, candidate-information handling, and the legal relationship into which Client Network recruiting and Client Signature instruments are added.

These Terms do not themselves activate a job, authorize recruiting, select a Placement Fee, create a guarantee, activate Client Signature, or create a Corporate Services engagement.

## 2. TNC Ecosystem Participation Terms & Conditions

Client's participation also requires acceptance of the current released TNC Ecosystem Participation Terms & Conditions, including the applicable Account & Platform Terms, Privacy Notice, Communications Notice, Electronic Records & Signature Consent, Experience Participation Terms, Public & Commercial Participation Terms, Security & Acceptable Use Terms, Recording & Transcription Notice, and Accessibility Notice.

The Standard Protocol governs the ecosystem-level subjects. These Client Terms govern the Client-specific relationship. Action-specific Client Network documents govern their stated subjects.

## 3. PARTIES AND AUTHORITY

TNC is 1290 World LLC, acting through 1290 World Connections and publicly known as Twelve Ninety Connections.

Client is the legal entity identified in the acceptance or execution record. Each person acting for Client represents that the person has authority appropriate to the action being taken.

Client must provide and maintain accurate:

- legal entity name and organizational information;
- principal and billing addresses;
- approved contacts and portal users;
- signer, hiring, billing, and administrative authority;
- notice email and other designated notice methods;
- tax, procurement, vendor, and payment information reasonably required; and
- ownership, affiliate, or organizational changes material to the relationship.

Portal-administrator status, World Connections status, organization affiliation, job title, payment to another 1290 relationship, or internal CRM linkage does not automatically grant authority to accept a Search Authorization, modify fees, approve a candidate submission, bind an affiliate, access a Client workspace, or make another high-consequence decision.

### 3A. WORLD CONNECTIONS STATUS DOES NOT CREATE CLIENT AUTHORITY

A person's World Connections relationship—including Executive, Influencer, Legacy, WC Private Membership, Investor Relationship, Enterprise & Organization Diamond Circle, 1290 Circle, event participation, Circle/Room participation, or another WC relationship—does not by itself establish that the person is authorized to access, administer, bind, or receive information from a Client account.

A verified person may initiate a Client relationship or request access for an organization. TNC may require separate identity, organization, affiliation, role, and authority evidence and may grant only the exact Client permissions approved for that person and purpose.

Where a private Client workspace already exists, TNC may resolve an access request without disclosing the workspace's existence, administrators, searches, candidates, documents, communications, or activity except as authorized.

The same human may have multiple canonical relationships in 1290 CRM, but unified identity does not merge legal roles or permissions. WC context must not expose Client data; Client context must not expose private WC, Talent, Partner, Services, Investor, or other restricted information merely because the records are linked internally.

## 4. CLIENT NETWORK ACTIVATION

Baseline Client Portal activation requires:



- current TNC Ecosystem Participation Terms & Conditions acceptance;
- secure authentication;
- completed Client Questions;
- identity, organization, and authority validation appropriate to the relationship;
- acceptance of these Client Network Terms; and
- valid version-specific receipts.

Baseline Client access may include the relationship dashboard, organization profile, approved contacts, Trust and Agreements, Secure Conversations, Secure Upload, documents, bookings, support, notifications, and My 1290 Relationship.

Baseline access does not authorize TNC to recruit, contact candidates, create a live recruiting-system job, disclose Candidate Data, present a candidate, issue a Placement Fee invoice, or represent that a Protected Search is active.

## 5. ALL RECRUITING SEARCHES ARE PROTECTED SEARCHES

All recruiting searches accepted and performed by TNC are Protected Searches within the Client Network. TNC does not offer a separate ordinary, unprotected, or non-Protected recruiting-search model.

A Protected Search is governed by:

- these Client Network Terms;
- the standing Exhibit B — Protected Search Operating Terms;
- the Exhibit A — Protected Search Commercial Terms and related Client commercial documents;
- a job-specific Protected Search Authorization;
- applicable recruiting, data, source, confidentiality, placement, onboarding, guarantee, and other addenda or forms; and
- the TNC activation approval and receipt.

## 6. STANDING PROTECTED SEARCH AGREEMENT

The Exhibit B — Protected Search Operating Terms is the standing recruiting agreement for the Client relationship. Client generally accepts it once rather than executing a complete new master agreement for every job.

Reacceptance may be required if the agreement materially changes, expires, is terminated, the Client legal entity changes, applicable law or risk requires it, or TNC otherwise requires a new execution under the controlling terms.

Each job still requires a new reminder, role intake, Search Authorization, and activation approval.

## 7. JOB CREATION AND PROTECTED SEARCH REMINDER

Before Client creates or submits each job, the Client Portal must present a clear notice that:

- the job is being requested inside the Client Network;
- all TNC recruiting searches are Protected Searches;
- the current TNC Ecosystem Participation Terms & Conditions, these Client Terms, the Exhibit B — Protected Search Operating Terms, applicable Commercial Terms, and the Search Authorization govern;
- creating the job records a request and draft intake state; and
- recruiting begins only after the Search Authorization is complete and TNC approves activation.

Client must affirmatively acknowledge the reminder before the job record is created.

The acknowledgment is evidence of notice but is not the Search Authorization, a fee selection, an authorization to recruit, a candidate disclosure, or a search activation.



## 8. JOB-SPECIFIC SEARCH AUTHORIZATION

Each job or Authorized Opening requires a completed Search Authorization identifying, as applicable:

- Client legal entity and authorized contact;
- job title and role scope;
- business unit and reporting relationship;
- number of Authorized Openings;
- location, travel, schedule, remote/hybrid/on-site status, and employment type;
- compensation and First-Year Compensation basis;
- selected Standard or Signature fee classification;
- projected Placement Fee and applicable guarantee;
- search term and role/candidate protection periods;
- target Start Date and interview/decision process;
- confidentiality classification;
- pre-existing candidates and exclusions;
- applicable Search Termination information;
- Signature slot allocation where applicable;
- incorporated documents and versions; and
- signatures, acceptance records, and receipts.

## 9. PROTECTED SEARCH ACTIVATION

A job becomes an Active Protected Search only after:

- Client's standing Client and Protected Search terms are current;
- the job reminder receipt exists;
- role intake and required information are complete;
- the Search Authorization and required addenda are accepted;
- Client identity, organization, and hiring authority are verified;
- applicable fee, compensation, guarantee, source, confidentiality, and exclusion information is complete;
- a Signature slot is confirmed where applicable;
- TNC completes activation review; and
- TNC issues an activation receipt.

TNC may decline to activate a requested job. A draft or declined job does not create recruiting obligations or an active search.

## 10. CLIENT RESPONSIBILITIES

Client will:

- provide accurate and complete organization, authority, role, compensation, location, schedule, decision-process, and hiring information;
- identify authorized users, hiring managers, interviewers, decision-makers, and billing contacts;



- promptly disclose material changes to the role, compensation, authority, openings, interview process, target Start Date, or confidentiality;
- timely participate in intake, calibration, interviews, feedback, decisions, offers, and Start Date confirmation;
- route or disclose every candidate actively considered for a Protected Role through the protected process while preserving actual source;
- identify pre-existing candidates and exclusions in the Search Authorization;
- use Candidate Data only for the authorized hiring purpose;
- protect TNC and candidate information;
- preserve source, candidate, interview, offer, placement, and payment records;
- avoid circumvention and unauthorized direct engagement; and
- comply with the accepted Client, Protected Search, Signature, portal, data, and payment terms.

## 11. CANDIDATE DATA AND CONFIDENTIALITY

Candidate identity, résumé, TNC Snapshot™, screening information, compensation, availability, interview information, communications, references, source information, and related materials are confidential and purpose-limited.

Client access requires an authorized search, lawful authority or applicable candidate consent, an approved user role, and an authorized disclosure state.

Client will not:

- sell, republish, scrape, bulk export, or create an unrelated database from Candidate Data;
- use Candidate Data for an unauthorized role, affiliate, location, business, or purpose;
- disclose Candidate Data outside approved personnel;
- contact a candidate through an unauthorized route to avoid TNC records or terms;
- enrich or combine Candidate Data for an unrelated commercial purpose; or
- disclose confidential Partner, source, TNC, or system information.

## 12. CLIENT EMPLOYMENT RESPONSIBILITY

Client controls and is responsible for selection, interviews, assessments, compensation, classification, schedules, accommodations, background and drug testing, formal verification, work authorization, Form I-9, E-Verify, adverse-action procedures, payroll, benefits, taxes, supervision, safety, discipline, termination, and compliance with employment and workplace law.

TNC is not the employer, co-employer, payroll provider, formal background-screening provider, consumer-reporting agency, or final employment decision-maker unless a separate written and lawfully authorized instrument expressly states otherwise.

## 13. AUTHORIZED USERS AND ORGANIZATION COMPARTMENT

Client Portal access is limited to named approved users, verified organizational authority appropriate to the role, and need-to-know permissions. Same-company affiliation or World Connections identity alone is insufficient.

A Client user may not access:

- another Client's information;
- unrelated candidates or searches;
- private Talent, Partner, Services, or World Connections records;
- confidential Partner identity or split terms;



- internal TNC notes, prompts, models, scores, source mappings, CRM schema, T.E.A. internals, Apex learning, automation, or system architecture; or
- information beyond the user's authorized role and purpose.

Client must promptly remove or change access for departing or reassigned users.

## 14. PARTNER CONFIDENTIALITY

TNC may use an approved recruiting partner or partner firm under confidential written terms.

Client may be informed that TNC is using recruiting partners. Partner name, employer, affiliation, platform, source system, compensation, split terms, and other identifying information remain confidential unless the controlling Partner terms, applicable law, or Terrance approval permit disclosure.

## 15. CLIENT SIGNATURE

Client Signature is a premium Client Network relationship layer governed by its separate Agreement and Service Authorization.

Client Signature may provide strategic talent support, reserved capacity, proactive pipelines, workforce and market intelligence, executive reporting, operating cadence, and preferred Protected Search economics.

Client Signature:

- is not a separate Network or Corporate Services product;
- does not itself activate a job;
- does not eliminate the Protected Search reminder or Search Authorization;
- does not create unlimited recruiting capacity;
- does not guarantee candidate delivery or placement; and
- does not prepay or offset Placement Fees unless TNC expressly agrees in writing.

Every Signature recruiting job remains a Protected Search within the Client Network.

## 16. CORPORATE SERVICES SEPARATION

Corporate Services are separate paid, non-recruiting Services Network engagements. Client Network or Client Signature status does not automatically activate Corporate Services, and a Corporate Services purchase does not create a Protected Search.

## 17. TNC EXPERIENCE AND PUBLIC & COMMERCIAL PARTICIPATION

Client's Standard Protocol acceptance includes TNC Experience Participation and Public & Commercial Participation, subject to the released terms, confidentiality classes, and applicable legal rights.

These universal terms do not authorize public disclosure of Candidate Data, confidential searches, private compensation, negotiations, private communications, protected Partner identity, security information, or other restricted Client information.

Client-specific confidentiality and job classifications control over general public participation for their stated subjects.

## 18. COMMUNICATIONS, RECORDS, DATA, AND TECHNOLOGY

The parties may use approved email, telephone, SMS, Client Portal, Secure Conversations, meetings, bookings, and secure file channels.

TNC may preserve communications, documents, approvals, access events, job acknowledgments, search activity, candidate activity, invoices, receipts, and authorized relationship history in 1290 CRM for operational, contractual, audit, dispute, security, legal, retention, and relationship-continuity purposes.



TNC may use authorized human and T.E.A.-assisted tools to organize, summarize, compare approved criteria, identify missing evidence, prepare drafts, route information, and support administration. Central CRM availability does not authorize use or disclosure outside the source context, purpose, consent, confidentiality class, and Client permissions.

Technology-assisted output is not automatically approved, sent, submitted, activated, paid, or canonical. Human and TNC review remain required where applicable.

## **19. FINANCIAL AUTHORITY**

the TNC-approved financial system controls issued invoices, cleared payments, credits, refunds, adjustments, and accounting status.

Client Portal and CRM displays are source-referenced operational records and do not independently establish cleared payment.

Protected Search and Client Signature commercial obligations are governed by their accepted Client Network instruments.

## **20. SUSPENSION AND TERMINATION**

TNC may restrict, suspend, or terminate Client Portal access, requested jobs, active searches, Signature capacity, or services for security risk, unauthorized data use, impersonation, harassment, discriminatory or unlawful conduct, confidentiality breach, material misrepresentation, payment default, circumvention, or another material breach.

Suspension or termination does not erase accrued or surviving obligations, including earned fees, remaining committed Signature obligations where applicable, candidate or role protection, confidentiality, data restrictions, payment, audit, dispute, and enforcement rights.

## **21. ELECTRONIC RECORDS AND RECEIPTS**

Electronic acceptance and signatures are governed by the TNC Electronic Records & Signature Consent.

The system must preserve the exact actor, Client entity, authority, document or reminder, version, decision, timestamp, source, integrity reference, reproducible copy, related job or action, and receipt ID appropriate to the event.

A visual success message without the required receipt is not completion.

## **22. ORDER OF PRECEDENCE**

Unless an instrument expressly states a different subject-specific rule:

1. signed amendment or TNC-approved written exception;
2. job-specific Search Authorization or other action-specific instrument for its stated subject;

## **3. Exhibit B — Protected Search Operating Terms and applicable Commercial Terms for recruiting subjects;**

## **4. Client Signature Agreement for Signature subjects;**

5. these Client Network Terms;

## **6. TNC Ecosystem Participation Terms & Conditions; and**

7. public summaries, help content, or marketing.

## **23. GOVERNING LAW; VENUE; DISPUTE REVIEW**

These Terms are governed by Kansas law, without regard to conflict-of-law principles. Exclusive venue lies in the state or federal courts serving Sedgwick County, Kansas, subject to mandatory law that cannot be waived.

Before filing a non-emergency action, authorized executives will confer in good faith within ten business days after written dispute notice. Either party may seek immediate injunctive or protective relief where appropriate.



## 24. GENERAL

Amendments and waivers must be in writing or reflected in a valid TNC-approved electronic record.

If a provision is unenforceable, it will be reformed to the minimum lawful extent where permitted, and the remaining provisions remain effective.

Failure to enforce once is not a waiver.

Force majeure does not excuse payment already due, confidentiality, security, or data-protection obligations.

## 25. ACCEPTANCE / SIGNATURE RECORD

TNC:

1290 World LLC d/b/a Twelve Ninety Connections

By: \_\_\_\_\_

Name: Terrance Sullivan

Title: Principal, Founder & Owner; Authorized Representative of 1290 World LLC

Date: \_\_\_\_\_

CLIENT LEGAL NAME: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authority/Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

Billing Email: \_\_\_\_\_

Legal Notice Email: \_\_\_\_\_

Physical Notice Address: \_\_\_\_\_

### CURRENT CLIENT ACCOUNT AUTHORIZATION AND CROSS-NETWORK BOUNDARY

Effective August 22, 2026

World Connections Executive, Influencer, Private Membership, Investor Relationship, Enterprise & Organization Diamond Circle, Legacy, or 1290 Circle status does not create access to a Client account. A person may initiate a new Client relationship or request access to an existing Client relationship only through the applicable identity, organization, affiliation, authority, approval, scope, and receipt process.

Organization resolution must occur privately. TNC must not expose a restricted Client account, its administrators, searches, candidates, activity, documents, communications, billing, or even the existence of a non-discoverable workspace to an unauthorized requester. A generic response may confirm only that the request has been received for verification and routing.

Client access is granted by authorized organization relationship and scope, not by WC payment or identity. Permissions may be limited by entity, business unit, role, search, candidate, document, billing function, communication, or other matter, and may be revoked or changed when authority, employment, affiliation, purpose, risk, or Client instruction changes.

T.E.A. may assist with intake, verification, routing, explanation, and governed action preparation. The 1290 CRM may maintain one global identity and separate relationship chapters, source evidence, permissions, receipts, and access history. Unified records do not create universal visibility, unrestricted cross-context use, or permission to use a person's private WC information for a Client purpose without the applicable authority and lawful basis.

### CONTACT

Questions may be submitted through the applicable authenticated portal or to [tsullivan@1290worldconnections.com](mailto:tsullivan@1290worldconnections.com). Office: (316) 365-5546. Direct: (316) 374-4159.