

THE TOKEN PLAYBOOK

CANDIDATE INTRODUCTION & PLACEMENT AGREEMENT

Template B – Paid Sponsor Partnership Edition

Version 1.0 – May 2026 For illustrative purposes. Review by qualified Texas employment counsel recommended before execution.

PARTIES

This Candidate Introduction & Placement Agreement (“Agreement”) is entered into as of the date of electronic or written acceptance (“Effective Date”) by and between:

RWABTC LLC, a Texas limited liability company, operating as The Token Playbook (“TTP”), and **[SPONSOR COMPANY NAME]**, a [State] [entity type] (“Sponsor”).

Sponsor is an active TTP Registry Sponsor subscribing to the TTP Paid Sponsor tier at \$1,000/month (“Sponsor Subscription”) at time of execution.

1. NATURE OF RELATIONSHIP; PLATFORM MODEL

1.1 TTP operates an industry-specific professional platform for the RWA, tokenization, and digital asset securities sector. TTP functions as a **candidate introduction platform and professional network operator**, not a full-service staffing or employment agency. TTP’s differentiated value includes: (a) a proprietary candidate Assessment scoring system calibrated to the RWA/tokenization industry; (b) an active professional community of practitioners across compliance, legal, engineering, product, and capital markets disciplines; and (c) curated warm introductions based on sponsor-profile matching.

1.2 Sponsor’s Sponsor Subscription provides enhanced platform features, advisory prominence, and the reduced fee schedule set forth herein, in recognition of Sponsor’s investment in the TTP platform and data ecosystem.

1.3 TTP makes no representations or warranties regarding any Candidate’s suitability for any role. All hiring decisions are solely Sponsor’s responsibility. The TTP Assessment score is a proprietary signal, not a guarantee of performance or fit.

2. DEFINITIONS

“**Candidate**” means any individual introduced by TTP to Sponsor in connection with a Position, whether by the TTP platform, written introduction, or oral communication.

“**Introduction**” means the first communication by TTP to Sponsor of a Candidate’s identity and/or profile in connection with a Position. Introduction is deemed to occur at the earliest of: (a) electronic delivery via TTP platform; (b) written delivery; or (c) oral communication by TTP to Sponsor’s designated contact.

“**Position**” means any employment role (full-time, part-time, or contract-to-hire) identified by Sponsor to TTP, whether or not formally posted as a job listing.

“**First-Year Compensation**” means the Candidate’s annualized base salary as stated in the executed offer letter, plus any guaranteed bonus or signing incentive payable within the first 12 months. Discretionary performance bonuses are excluded unless guaranteed in writing at time of offer.

“**Placement**” means Sponsor’s extension of a written offer to a Candidate, which the Candidate accepts in writing.

“**Engagement Period**” means the 90-calendar-day period beginning on the Candidate’s verified first day of employment with Sponsor.

“**TTP Assessment Score**” means the proprietary evaluation result generated by TTP’s candidate assessment tool, reflecting the Candidate’s domain knowledge, communication fitness, and industry alignment relevant to the RWA/digital asset sector.

3. INTRODUCTION FEE

3.1 **Fee Rate (Paid Sponsor).** Upon Placement, Sponsor shall pay TTP an Introduction Fee equal to **10% of First-Year Compensation** (“Introduction Fee”). This rate reflects Sponsor’s active TTP Sponsor Subscription and TTP’s lower overhead relative to full-service search.

3.2 **Competitive Context.** Industry standard contingency search fees typically range from 20–30% of first-year compensation. TTP’s 10% rate is predicated on: (i) Sponsor’s Subscription investment in the TTP platform; (ii) TTP’s community-based sourcing model (no proactive headhunting on Sponsor’s behalf); and (iii) the candidate self-selection and Assessment filtering that pre-qualifies leads before Introduction.

3.3 **Trigger.** The Introduction Fee is earned and invoiced upon the Candidate’s execution of Sponsor’s written offer letter. TTP shall invoice within 5 business days of receiving notice of offer acceptance.

3.4 **Payment.** Sponsor shall pay in full within **30 days** of invoice. Late payments accrue interest at **1.5% per month** compounding.

3.5 **Minimum Fee.** \$5,000 minimum per Placement.

3.6 **Rate Maintenance.** The 10% rate is contingent on Sponsor maintaining an active Paid Sponsor Subscription. If Sponsor’s Subscription lapses, the rate for any outstanding or future Introductions reverts to 15% (Standard Tier) as of the lapse date.

4. CANDIDATE REBATE PROGRAM

4.1 TTP pays a rebate of **2.5% of First-Year Compensation** directly to the Placed Candidate upon completion of the 90-day Engagement Period. This is TTP’s obligation from the Introduction Fee received; Sponsor is not responsible for funding the rebate.

4.2 The rebate is triggered by the Candidate's submission of the TTP "Employment Confirmation" form within 30 days following the 90-day anniversary, confirming active employment. Sponsor agrees to confirm Candidate's employment status in writing within 5 business days of TTP's request.

4.3 Purpose of Rebate: The rebate creates a verified feedback loop – Candidates who receive the rebate confirm their hire via TTP, providing Sponsor with verified placement data and TTP with attribution confirmation.

5. FAILED PLACEMENT; CREDIT AND REPLACEMENT

5.1 **Replacement Search.** If a Placed Candidate's employment ends within the Engagement Period for reasons not primarily attributable to the Candidate's material misconduct or Sponsor's unilateral role elimination, and all amounts due are current, TTP will undertake a replacement search at **no additional Introduction Fee**, subject to:

- (a) Written notice from Sponsor within 10 business days of separation;
- (b) Sponsor providing TTP with updated Position requirements;
- (c) The replacement search is limited to one attempt (one additional Candidate presented and placed);
- (d) A replacement Introduction Fee applies if Sponsor modifies the Position materially from the original.

5.2 **No Cash Refund.** Introduction Fees are non-refundable. The replacement search is Sponsor's sole remedy for a within-Engagement-Period separation.

5.3 **Platform Credit.** If TTP cannot present a suitable replacement within 60 days of receiving Sponsor's written notice under Section 5.1, TTP shall issue a **platform credit equal to 60%** of the Introduction Fee paid, applicable to: (a) Future Introduction Fees under this Agreement; or (b) Sponsor Subscription fees. Credits are non-transferable and expire 18 months from issuance.

5.4 **Credit Conditions.** Platform credit is forfeited if: (a) Sponsor re-engages the same Candidate in any capacity within 12 months of separation; (b) Sponsor is in material breach of this Agreement; (c) The Position is eliminated within 30 days of separation (indicating role was not genuine at time of hire); or (d) Separation occurs after the Engagement Period.

5.5 **Sponsor-Side Separations.** If Sponsor terminates the Candidate's employment during the Engagement Period for reasons unrelated to the Candidate's performance, qualifications, or conduct, no replacement search or credit is owed by TTP; the full Introduction Fee remains payable.

6. WARM INTRODUCTION FEE

6.1 When TTP presents a Candidate to Sponsor as a warm introduction (following a TTP member's paid advisory engagement), Sponsor is invoiced a **Warm Introduction Fee of \$150** per accepted introduction (Paid Sponsor rate; Standard Tier is \$250).

6.2 The Warm Introduction Fee confirms Sponsor's intent to engage with the introduced Candidate. It is non-refundable but credited against any Introduction Fee due upon Placement.

6.3 Sponsor may decline an introduction at no cost. The Warm Introduction Fee is invoiced only upon Sponsor's affirmative acceptance of the introduction via the TTP platform.

7. JOB LISTINGS

7.1 Sponsor's Paid Subscription includes **3 job listings per calendar month** at no additional listing fee. Additional listings beyond 3 per month are available at **\$250 per listing**.

7.2 Listings remain active for 90 days. Unused monthly listings do not roll over.

7.3 TTP reserves the right to decline any listing that does not align with the RWA/tokenization domain or violates TTP's editorial standards.

8. ATTRIBUTION; CANDIDATE CERTIFICATION

8.1 The Introduction Fee is owed whenever Sponsor hires a TTP-introduced Candidate within **12 months of Introduction**, regardless of: (a) the channel through which the formal application or offer is made; (b) whether the Candidate applied to the same Position or a different one; or (c) whether another source also introduced the Candidate, provided TTP's Introduction preceded or was contemporaneous with any other source's introduction.

8.2 **Attribution Certification.** For Candidates to participate in the TTP rebate program, they must complete TTP's attribution certification confirming they have not applied for the Position independently prior to TTP's Introduction. Sponsor shall not directly or indirectly discourage completion of this certification.

8.3 **Notification Obligation.** If Sponsor receives a Candidate's application or profile through any channel and Sponsor recognizes the Candidate as having been previously introduced by TTP, Sponsor shall notify TTP within **3 business days**. Failure to notify, followed by a hire, shall result in the Introduction Fee being calculated at the **Standard Tier rate (15%)** regardless of Sponsor's active Subscription status.

8.4 **Affiliate Hires.** Introduction Fees apply to hires by Sponsor's direct and indirect affiliates, subsidiaries, and successor entities.

9. NON-CIRCUMVENTION

9.1 During the term of this Agreement and for **12 months** thereafter, Sponsor shall not engage, employ, or contract with any TTP-introduced Candidate (including as an independent contractor, advisor, or consultant) except through the processes and fee structure set forth herein.

9.2 Violation of this Section entitles TTP to a fee of **20% of First-Year Compensation** (or the equivalent annualized value for contractor/advisory engagements), payable within 30 days of TTP's written demand.

9.3 The non-circumvention period, rate, and scope may be modified on a per-Sponsor basis by written addendum executed by both parties.

10. CUSTOM TERMS; ADMIN OVERRIDES

10.1 TTP maintains an administrative override capability in the TTP platform to reflect custom terms negotiated with individual Sponsors, including modified fee rates, extended credit periods, custom non-circumvention periods, and modified replacement policies.

10.2 Custom terms must be documented in a written addendum signed by authorized representatives of both parties and reflected in TTP's admin system before taking effect.

10.3 In the event of conflict between this Agreement and a written addendum, the addendum controls for the specific terms addressed.

11. DATA & CONFIDENTIALITY

11.1 Each party shall maintain the confidentiality of Candidate information, Assessment scores, and any non-public platform data, using it solely for the purpose of evaluating hiring decisions.

11.2 Sponsor shall not share TTP-provided Candidate data (including Assessment scores) with any third party without TTP's prior written consent.

11.3 Sponsor shall implement reasonable data security measures to protect Candidate personal data consistent with applicable law and shall notify TTP promptly of any data breach involving Candidate information.

11.4 TTP's use of Candidate and Sponsor data is governed by TTP's Privacy Policy and applicable law.

12. LIMITATION OF LIABILITY

12.1 TTP's total liability under this Agreement for any single claim is limited to the Introduction Fee paid for the specific Placement giving rise to the claim.

12.2 Neither party shall be liable for consequential, incidental, indirect, special, or punitive damages, including lost profits or business opportunity.

12.3 Sponsor is solely responsible for: candidate background checks, reference verification, work authorization, professional licensing verification, and all other pre-employment due diligence required by applicable law or Sponsor's internal policies.

13. TERM; TERMINATION

13.1 This Agreement commences on the Effective Date and continues for 12 months, renewing automatically for successive 12-month terms unless either party provides 30 days' written notice of non-renewal before the end of any term.

13.2 Either party may terminate for convenience on 30 days' written notice or immediately upon the other party's material breach that remains uncured for 10 business days after written notice.

13.3 Termination does not affect any payment obligations accrued before the termination date. Fees for any Candidate who has accepted an offer as of the termination date are due and payable in full.

13.4 If Sponsor's TTP Paid Subscription terminates, this Agreement automatically converts to the Standard Tier terms (15% fee, \$250 warm intro, \$250 job listings) for all subsequent Introductions made after the Subscription lapse date. Prior Placements retain their negotiated rate.

14. GOVERNING LAW; DISPUTES

14.1 This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-laws principles.

14.2 Any dispute shall be resolved exclusively in the state or federal courts of Travis County, Texas.

14.3 The prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

14.4 **Jury Trial Waiver.** Each party waives its right to a jury trial for any dispute arising under this Agreement.

15. GENERAL

15.1 **Entire Agreement.** This Agreement and any executed addenda constitute the entire agreement between the parties on this subject matter, superseding all prior discussions and agreements.

15.2 **Amendments.** Modifications must be in writing and signed by authorized representatives of both parties (including electronic signature via TTP platform).

15.3 **Assignment.** Neither party may assign this Agreement without prior written consent, except in connection with a merger, acquisition, or asset sale; consent not to be unreasonably withheld.

15.4 **Severability.** Invalid or unenforceable provisions shall be modified to the minimum extent necessary to make them enforceable; remaining provisions are unaffected.

15.5 **No Waiver.** Failure to enforce any provision does not waive future enforcement rights.

15.6 **Notices.** Notices shall be sent to Sponsor's registered email address in the TTP admin system and to legal@thetokenplaybook.com for TTP.

15.7 **Electronic Acceptance.** This Agreement may be accepted electronically via the TTP platform and constitutes a legally binding signature.

ACCEPTED BY SPONSOR:

Company Name: _____ Authorized Signa-
tory: _____ Title: _____ Date:

RWABTC LLC d/b/a The Token Playbook

By: Dave Hendricks, Managing Member Date: _____