

1290 WORLD LLC | TWELVE NINETY CONNECTIONS
1290 CLIENT NETWORK™ PARTICIPATION TERMS

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Relationship: 1290 Client Network™

Portal: 1290 Client Network™ Portal

Incorporated terms: TNC Ecosystem Standard Protocol; Protected Search Partnership Agreement; Protected Search Commercial Terms Schedule; job-specific Search Authorization; Client Signature Agreement where applicable

Supersedes: Client Network Participation Terms v1.2 and Client Network Participation Terms & Fee Agreement v1.1 wherever inconsistent

Effective only upon valid acceptance by Client and TNC

TNC CONTACT

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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 STANDARD PROTOCOL

Client's participation also requires acceptance of the current released TNC Ecosystem Standard Protocol, 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 does not automatically grant authority to accept a Search Authorization, modify fees, approve a candidate submission, bind an affiliate, or make another high-consequence decision.

4. CLIENT NETWORK ACTIVATION

Baseline Client Portal activation requires:

- current TNC Standard Protocol 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 Protected Search Partnership Agreement;
- the Protected Search Commercial Terms Schedule 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 Protected Search Partnership Agreement 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 Standard Protocol, these Client Terms, the Protected Search Partnership Agreement, 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 and appropriate need-to-know permissions.

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, Whis 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, and receipts for operational, contractual, audit, dispute, security, legal, retention, and relationship-continuity purposes.

TNC may use authorized human and technology-assisted tools to organize, summarize, compare approved criteria, identify missing evidence, prepare drafts, route information, and support administration.

Technology-assisted output is not automatically approved, sent, submitted, activated, paid, or canonical. Human and owner 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. Protected Search Partnership Agreement and applicable Commercial Terms for recruiting subjects;
4. Client Signature Agreement for Signature subjects;
5. these Client Network Terms;
6. TNC Standard Protocol; 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: _____