

THIS AGREEMENT is entered into on \_\_\_\_\_, (“Effective Date”) by and between \_\_\_\_\_, located at \_\_\_\_\_ (“Company”), and Honest Jobs, Inc. located at 4576 Research Forest Drive, The Woodlands, TX 77381 and having a Tax ID Number of 85-3832627 (“Recruiter”).

### **Reasons for Direct Placement Agreement**

A. Recruiter is an “fair-chance” recruiter who is engaged in the business of referring job candidates who have been impacted by the criminal justice system to employers for consideration of employment.

B. Company is an employer who wishes to receive referrals from Recruiter in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, Company and Recruiter agree to the following:

1. Recruiter agrees to provide to Company, and Company agrees to accept from Recruiter, referrals of qualified candidates for open employment positions only in accordance with the terms of this Agreement.

2. Each referral provided by Recruiter shall be in the form of a complete resume of the candidate, which will include, at a minimum, the candidate’s name, email, and telephone number. Resumes submitted without the candidate’s name, email, and telephone number will not be credited to Recruiter.

3. Each referral made in accordance with the terms of this Agreement shall remain active for one hundred eighty (180) days after receipt by Company. If the Company should hire a candidate during the one hundred eighty (180) day period his or her referral is active, the Company agrees to pay to Recruiter the fee specified in this Agreement.

4. Recruiter shall not receive credit for any referral if the Company’s records indicate that the candidate has been brought to the Companies attention by means other than Recruiter during the six (6) months immediately preceding the Company’s receipt of the referral from Recruiter. In such case, Recruiter shall be conclusively presumed not to be the procuring cause of any employment for such individual and shall not be entitled to receive any fee.

5. For each candidate submitted by Recruiter to the Company in accordance with this Agreement which the Company hires, and for which Recruiter is entitled to receive a fee pursuant to the terms herein,

the Company agrees to pay Recruiter a fee equal to fifteen percent (15%) of the candidate’s first year base salary or their hourly rate x 40 hours x 52 weeks. Base pay shall not include any bonuses, allowances, incentive compensation or equity compensation. The Company shall pay the fee specified herein to Recruiter within sixty (60) days after the candidate first reports to work. Recruiter shall be responsible for the payment of all applicable federal and state tax withholdings relating to the fees paid to it by the Company hereunder.

6. Recruiter and the Company agree that this is a contingent, non-exclusive arrangement, and payment is only owed to Recruiter once a submitted candidate is hired by the Company and reports to work.

7. In the event the employee leaves the employment of the Company within the first ninety (90) days of the date of hire, for any reason other than lay-off, Recruiter shall be allowed to provide a suitable replacement candidate at no additional cost; in the event that Recruiter does not provide a suitable replacement candidate or the replacement candidate leaves the employment of the Company within 60 days (of the replacement date), the fee will be refunded.

9. The failure of either party to insist upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision or any resulting right, power or remedy resulting from the breach thereof. Any waiver or relinquishment must be in writing and

signed by the parties, and shall be effective only to the extent stated therein.

10. This Agreement contains the entire agreement between the parties and, except as may otherwise be provided in this Agreement, represents the full and complete understanding of every kind or nature whatsoever between the parties. No verbal agreement shall be held to vary the provisions of this Agreement. The Agreement may not be changed or modified in any way subsequent to the date of execution except by an instrument in writing executed on behalf of each of the parties hereto.

11. In the interpretation and construction of this Agreement, the terms and conditions of this Agreement shall prevail notwithstanding any contrary printed provisions of any purchase order or other document utilized by the Company or Recruiter. This Agreement has been negotiated by the parties and the language herein shall not be construed for or against any party as a result of one party having drafted the Agreement.

12. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, legal representatives and subcontractors.

13. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other.

14. The Company and Recruiter, in the performance of this Agreement, shall be acting in their individual capacities and not as agents, employees, partners, or associates of one another. The employees of one shall not be deemed to be the employees or agents of the other party for any reason. Neither the Company nor Recruiter shall be liable for any representation made by the other with respect to third parties.

15. Recruiter may not use the Company's name, trademarks, trade names, or other proprietary identifying symbols, in any advertisement or marketing literature, in any presentations to third parties, in any media shared in any way with a third party, nor may it issue any press release or public statement relating to this Agreement without the prior written permission of an authorized representative of the Company.

16. The provisions of this Agreement shall be severable, and the invalidity or illegality of any provision shall not affect the validity of the other provisions. The parties intend for the remaining unaffected provisions to remain in full force and effect.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excepting its choice of law provisions.

**RECRUITER**

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

Its: Chief Executive Officer

\_\_\_\_\_

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

Its: \_\_\_\_\_