



Permanent and Contract Candidate Contingent Recruitment Services Agreement

This Permanent and Contract Candidate Contingent Recruitment Services Agreement (together with all signed Assignment Schedules and Exhibits, hereinafter the **"Agreement"**) is entered into by and between [REDACTED] Group Inc., a recruitment firm operating under one or more of its brands or "doing business as" names (**"FRG"**), with its principal place of business at 1801 Market Street, 22nd Floor, Philadelphia PA 19103, and [REDACTED] LLC a company with EIN number 45-1610544 with its principal office located at 1302 Champion Cir, Carrollton, TX 75006 (**"Client"**) (each a **"Party"** and collectively the **"Parties"**).

WHEREAS, FRG is engaged in the business of providing recruitment, placement and referral services ("Recruitment Services");

WHEREAS, Client desires to engage FRG to provide Recruitment Services by Presenting (as defined below) candidates who are either seeking fulltime, direct-hire employment (each a **"Permanent Candidate"** and collectively **"Permanent Candidates"**);

WHEREAS, Client also desires to engage FRG to provide Recruitment Services by Presenting third-parties and contractors, including without limitation, their employees, representatives and agents (each a **"Contract Candidate"** and collectively **"Contract Candidates"**)¹ to perform professional services solely on a time and materials basis for Client (**"Time and Materials Services"**); and

WHEREAS, FRG desires to be engaged by Client and Client desires to retain FRG to provide Recruitment Services in accordance with all of the provisions, terms and conditions of this Agreement,

NOW, THEREFORE, the Parties hereby agree as follows:

I. DEFINITIONS

In this Agreement, the following definitions apply:

"Assignment" means the placement of a Contract Candidate with Client to perform Time and Materials Services for Client.

"Assignment Schedule" means the applicable statement of work attached hereto signed by Client prior to the start of any Assignment specifying without limitation the details of the Assignment and any other relevant information as required by either Party.

“Candidate” means a Permanent Candidate or a Contract Candidate.

“Contract Fees” are comprised of Contract Candidate’s hourly bill rate plus FRG’s margin, Gap Payments (as defined below) and Client’s reimbursement to FRG or FRGS of all costs and expenses arising from travel

¹ If Client elects for the Time and Materials Services to be performed by a W-2 employee rather than an independent Contract Candidate, FRG's wholly owned subsidiary, Frank Recruitment Group Services Inc. ("FRGS"), shall employ the W-2 employee who will perform the Time and Materials Services, and FRGS and its employees shall serve as the Contract Candidate for purposes of this Agreement.