



[REDACTED] LIFESCIENCES

**DIRECT HIRE FEE AGREEMENT**

This Direct Hire Fee Agreement (this "Agreement") is made as of January 7, 2020 by and between [REDACTED] Companies Inc. ("TLS") and [REDACTED], LLC ("Client"), and sets forth the terms upon which TLS is engaged by Client to identify and refer candidates as requested by Client from time to time.

1. Services: TLS may refer candidates during the term of this Agreement (each a "Referred Candidate") for employment or engagement with the Client, including, without limitation, by making an introduction or providing a name or resume. TLS's Search Fee (as defined below) shall be earned whenever Client directly or indirectly hires a Referred Candidate for any position within twelve (12) months of the most recent communication between TLS and Client concerning such Referred Candidate during the term of this Agreement. A candidate will be considered referred to Client within the meaning of this Agreement provided that the individual was not previously known to Client. For the avoidance of doubt, TLS's Search Fee shall also be earned in the event Client refers a Referred Candidate to a third-party who hires the Referred Candidate, and such individual will be deemed hired by Client for the purposes of this Agreement.

2. Search Fee.

(a) In General. TLS's fee for its service ("Search Fee") will be equal to 25% of the Referred Candidate's first year base salary. The Search Fee described herein is exclusive of any applicable sales or other taxes.

(b) Retained Search Option: Client and TLS may agree in writing that one or more specific search requests shall be a retained search. The Search Fee in respect of a retained search shall be 22% of the Referred Candidate's first year base salary. Within thirty (30) days of the Client's retained search request, Client shall pay TLS a first retainer payment (the "First Retainer Payment") of \$7,500. The second and final payment (the "second Retainer Payment"), adjusted, as necessary, to the Candidate's offered and accepted First Year base

salary, shall be payable within thirty (30) days of the Candidate's start date.

3. Payment Terms. Upon the commencement of a Referred Candidate's employment by Client, Client will promptly confirm to TLS the first year base salary and TLS will promptly issue an invoice for its Search Fee. Client agrees to pay the Search Fee within thirty (30)

days after Client's receipt of an accurate invoice. All late payments shall bear interest at the rate that is the lesser of (a) twelve percent (12%) per annum, and (b) the highest rate permissible under applicable law.

4. Guarantee. In the event the Referred Candidate resigns his or her position or is terminated by Client for performance reasons within 90 days after the Referred Candidate's start date, then TLS will issue to Client a full credit for the amount of the Search Fee paid in respect of that Referred Candidate. The credit on Client's account must be used within twelve (12) months of TLS issuing the credit, and nothing herein shall be construed as requiring TLS to issue any form of refund or rebate. This guarantee shall be contingent upon the Search Fee having been fully and timely paid with respect to the Referred Candidate and Client's compliance with this Agreement and all applicable laws. Moreover, this guarantee is inapplicable if the Referred Candidate resigns because Client has materially modified his or her job duties, or reduced his or her compensation or because Client has made layoffs.

5. Intentionally omitted.

6. Confidentiality. TLS agrees that all information concerning Client's business ("Confidential Information"), shall remain strictly confidential and shall not be disclosed without Client's prior written consent, with the sole exception of accountants, attorneys, and employees with a reasonable need-to-know and a written or professional obligation to keep such information confidential.