

Connection Connoisseur, LLC
45815 Marlane Terr
Dulles, VA 20166
(703) 932-2928
recruit@connectionconnoisseur.com



Direct Hire Services Agreement

This Direct Hire Services Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date"), between Connection Connoisseur, LLC, ("Connection Connoisseur"), and _____, [Client's Business Name], located at _____, [Client's Address].

1. Placement Services and Compensation

Services: Connection Connoisseur agrees to present candidates to the Client for potential direct hire. The Client will independently review, analyze, and decide to hire suitable candidates as Direct Hires. The Direct Hires will become employees of the Client, under its management and direction. The Client is solely responsible for all employment-related responsibilities, including but not limited to work permits, wages, benefits, taxes, and compliance with laws. The Client is also responsible for checking references and verifying resumes.

Fees and Payment: Client agrees to pay Connection Connoisseur a Direct Hire placement fee of 20% of the yearly base salary for the first year of employment with Client for each Direct Hire ("Client Fee"). Client or any of its affiliates may not hire or contract directly or indirectly with any candidate presented by Connection Connoisseur for nine (9) months from the date of Connection Connoisseur's referral unless Client pays the appropriate fees. The Client Fee is considered earned upon the Direct Hire's start date with Client. Payment is due within 10 days of the Direct Hire's start date. Failure to make payment within 10 days will nullify the Guarantee policy as described below in the Guarantee section. Invoices not paid on time will incur a 2% monthly finance charge on the outstanding amount from the initial due date of the invoice. Client agrees to pay reasonable collection and attorneys' fees, including costs incurred by Connection Connoisseur in collecting amounts due.

2. Guarantee

If, within the first 30 calendar days of starting work with Client, either the Client terminates the Direct Hire's employment for cause or the Direct Hire terminates employment with Client for any reason, Connection Connoisseur will provide a one-time replacement candidate for the same role ("Guarantee"). The Guarantee does not apply if the Direct Hire is laid off due to downsizing, economic reasons, or lack of work. The replacement Guarantee must be applied within 12 months of the Direct Hire's termination and holds no cash value. The terms of this Guarantee are contingent upon the following:

- Payment must be received according to the terms stated herein.
- Notification of Direct Hire's termination must be sent within 5 days of the Direct Hire's last day of employment to the following email address: recruit@connectionconnoisseur.com.

3. Term; Termination

This Agreement shall remain in effect for a period of one (1) year from the Effective Date. Either party may terminate this agreement with thirty (30) days' written notice to the other party. Connection Connoisseur may terminate this Agreement at any time for non-payment of any amounts due.

4. Notices

All notices or other communications required under this Agreement shall be given in writing to the address provided in the signature block or to any other address directed in writing as the notice address. Notice can be delivered through hand delivery (including by courier), recognized overnight delivery service, postage prepaid U.S. Mail (registered or certified mail with confirmation of delivery), or electronic mail. Notice will be deemed given on the date it is actually received.

5. Integrated Agreement; Amendment; Governing Law; Assignment; Cooperation

This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes any prior direct hire service agreements, whether oral or written. It cannot be amended or modified except by written agreement signed by both parties. The validity, interpretation, and performance of this Agreement will be governed by the laws of Virginia without regard for conflicts of laws. Either party may assign this Agreement to an

affiliate company or in connection with any merger, acquisition, divestiture, or reorganization, subject to the non-assigning entity's credit approval of the assignee, which approval shall not be unreasonably withheld. The parties agree to cooperate in good faith to address issues and encourage full cooperation and communication.

6. Payment Terms and Consequences of Non-Payment

6.1 Payment Terms: Payment of invoices shall be due within [10] days of the invoice date, unless otherwise agreed in writing. Connection Connoisseur reserves the right to charge interest on any overdue amounts at the rate of [2%] per month or the highest rate permissible under applicable law, whichever is lower, from the due date until the date of payment.

6.2 Collection Costs: In the event of non-payment by the Client, Connection Connoisseur shall be entitled to recover all reasonable expenses incurred in collecting the overdue amounts, including, but not limited to, attorneys' fees, court costs, and other associated expenses.

6.3 Suspension of Services: Should any invoice remain unpaid for more than [45] days, Connection Connoisseur reserves the right to suspend all services, including the provision of candidates and any ongoing support or guarantees, until such time as the outstanding balance is paid in full. This suspension does not relieve the Client of its obligation to pay the overdue amounts plus any accruing interest.

6.4 Right to Terminate: Persistent failure by the Client to pay invoices in a timely manner shall constitute a material breach of this Agreement. In such cases, Connection Connoisseur reserves the right to terminate the Agreement with immediate effect upon written notice to the Client. Termination of the Agreement for non-payment shall not affect the Client's obligation to pay all outstanding invoices, together with accrued interest and collection costs.

7. Confidential Information

Both parties agree to protect the confidentiality of any proprietary information received during the execution of this Agreement.

8. Non-Discrimination

Both parties shall comply with all applicable laws and regulations regarding non-discrimination and equal employment opportunity.

9. Dispute Resolution

Any disputes arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, conducted in, Loudoun County, Virginia. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within 15 days, Connection Connoisseur, LLC shall nominate three arbitrators, and the Client may select one from the list. The arbitration shall follow the expedited arbitration procedures and shall be concluded within 90 days of the filing. The prevailing party shall be entitled to recover all reasonable attorneys' fees, costs of arbitration, and other associated expenses from the non-prevailing party. The arbitrator's decision shall be final, binding, and non-appealable except in cases of clear fraud or gross misconduct by the arbitrator. The Client agrees to deposit the disputed placement fees into an escrow account pending the outcome of the arbitration. Either party may seek interim relief in court to protect its interests while arbitration is pending.

10. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, government regulations, disaster, strikes (except those involving the party's employees), or inability to obtain necessary supplies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

Client:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Connection Connoisseur, LLC:

By: _____

Name: _____

Title: _____

Date: _____