



Contingent Direct Hire Contract

THIS AGREEMENT entered into on March 10, 2010 by and between **NOW Hiring Heroes, Inc.** (Placement Firm), and **Fictitious Engineering and Design Firm** (Client Company). Whereas both parties recognize that the Placement Firm will invest substantial time and expenses in the selection and placement of employees for the Client Company and that the Placement Firm will at its own expense conduct all recruiting operations on behalf of the Client Company on a contingent basis.

1. **Agreement:** Under the terms of this Agreement, Placement Firm provides recruitment and direct hire services, as a service provider, at the request of Client Company. Placement Firm may refer candidates for hire to Client Company by providing resumes or candidate profiles, which will include, but is not limited to candidates' years of experience, specific industry experience, and technological skills. While Placement Firm performs reference checks, our reference checks only provide answers to specific questions asked. They are not an exhaustive check of employment, education and other professional background information. In the event a candidate profile that has been submitted to Client Company is acceptable and the Client Company is requesting further action or communications with a submitted candidate, all interactions, communication, correspondence, contact or request for further action will be made by Placement Firm at the request of Client Company. Client Company will at no time collect, request or acquire any data on the candidates submitted by Placement Firm to Client Company, to include but not limited to; applications of employment, reference checks, background checks, drug testing or health assessments, skill assessment tests or any other personal or professional information (unless otherwise specified in writing by Placement Firm) until a formal written conditional offer of employment has been submitted and signed by candidate. Client Company will not directly contact any submitted candidates or current employees of Placement Firm prior to the Placement Firm's receipt of a signed written letter of intent to hire by Client Company. All negotiations in regards to compensation, salaries, bonuses, commissions, or any other topics related to the terms of employment or the hiring process prior to written consent from Placement Firm will be a breach of contract.

Placement Firm and Client Company agree that the exchange of information with regard to referred candidates will not violate any relevant Equal Employment Opportunity and/or Americans with Disabilities Act. Both parties acknowledge that each is making decisions without regard for an individual's race, color, religion, sex, age, national origin, ancestry, citizenship, veteran status, marital status, physical or mental disability or any other protected statuses. Both parties agree to provide services accordingly under the terms of this Agreement.

2. **Scope of Agreement:** The terms of this Agreement only pertain to transactions where Placement Firm is providing recruitment and direct hire services, through the provision of resumes for candidate evaluation, in support of Client Company's stated intent to locate, identify and potentially hire candidates as full-time employees.

3. **Non-Solicitation:** During the term of this Agreement, Placement Firm agrees that it will not actively solicit any full-time employee of Client Company's regarding outside employment opportunities, unless specifically directed or requested by a Human Resources Professional of Client Company. Client Company agrees that it will not directly or indirectly contact any employee of Placement Firm regarding employment opportunities unless that employee's resume has specifically been provided to Client Company under the terms of this Agreement.

4. **Limitation of Liability:** Placement Firm and Client Company agree that neither shall be entitled to recover from the other for any incidental, indirect, special or consequential damages sustained resulting from the action or inaction of

the other under this Agreement, whether the cause of action against the other is in contract, breach of warranty, tort, gross negligence or otherwise, including, but not limited to lost profits, lost opportunities and/or delay damages, even if the other party was advised of or was aware of the potential for such damages.

5. Guarantee: Placement Firm will provide a 180 calendar day guarantee, beginning on the employment start date, any candidate that terminates or is terminated from his or her position of employment for any reason, except for a company-initiated reduction in workforce, elimination of the position or insufficient work for the candidate. Client must notify Placement Firm within five (2) business days after such termination for the guarantee to be valid. Placement Firm is guaranteeing to replace the terminated employee with another qualified candidate that is acceptable to the Client. In the event that this guarantee is exercised, upon the hiring of the replacement candidate provided to the Client by Now Hiring Heroes this guarantee will terminate. Client will be responsible for any incurred expenses related to the recruiting of any such replacement candidate.

6. Fees: Placement fees are payable to Placement Firm on a contingency basis in the event that Client Company hires a candidate referred by Placement Firm within one (1) year after that candidate was presented to Client Company. **The fee payable to the Placement Firm is _____ % of the gross annual salary of selected candidate.**

7. Payment Terms: Fees payable to Placement Firm are as follows: 100% of the recruiting fees are due (30) calendar days from the start date of the employee. If payment of the recruiting fee is not received within terms of this agreement any guarantee as described in paragraph (5. Guarantee) of this agreement will be null and void and a late fee of 1% a day of the unpaid balance will be accessed

This document is the complete Agreement between both parties governing recruitment services and can be changed only as agreed upon and signed by both parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized agents as of the later date below.

Benjamin H. Davis – Founder & President
Now Hiring Heroes, Inc.

John Dow - President & CEO
Fictitious Engineering and Design Firm

Date

Date

LETTER OF INTENT TO HIRE

First	Last	MI
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Position - Title	Rate of Pay	Expected Date of Hire
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Hiring Manager Signature	Title	Date
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DIRECT HIRE FEE	<i>Client Company Rep Initials</i>	<i>Client Company Rep Initials</i>
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Once completed please return to us via email or fax in order for NOW Hiring Heroes, Inc. to notify the candidate of their status and that they have a conditional offer that is contingent upon the results of all pre-employment screenings local and national background checks and drug testing. If required by Client Company all Personality Assessments and/or Competency Testing results will be provided before a formal offer has been made.