

Permanent Recruitment Terms of Business

These Permanent Recruitment Terms of Business (the "Terms") are made between Frank Recruitment Group Inc.(d/b/a Jefferson Frank), a recruitment agency ("FRG") with its principal office located at 110 William St., 21st Floor, NY, NY 10038, and the company or entity that employs or contracts with you ("Client") (each a "party" and collectively the "parties").

1. FRG will refer individuals seeking employment (each a "Candidate") to Client, and in the event of Employment (defined below) Client shall pay a Fee (defined below) to FRG in accordance with the Terms.
2. To enable FRG to refer appropriate Candidates, Client shall provide FRG with any and all requisite information regarding its vacancies including the anticipated start date, the position title and type of work required, any specific experience, training, certifications, and qualifications necessary for the position, the salary and benefits package, any notice period requirements, any known risks to health and safety, and any other information reasonably necessary to ensure the Candidate is able to perform to Client's standards. FRG will pre-qualify Candidates based on Client's search requisition.
3. If Client employs or retains a Candidate, the Terms are deemed to have been accepted by Client.
4. A referral is deemed to have taken place upon FRG's provision of any identifying information about a Candidate to Client (a "Referral").
5. A Fee may not be considered earned if, within five (5) days of the Referral, Client provides documentation demonstrating, to FRG's satisfaction, that (i) another recruiting source introduced Candidate to Client; or (ii) Candidate applied directly to Client, and in either case Client was in reciprocal communication with such Candidate within the fourteen (14) day period immediately preceding the Referral.
6. If Client, or any Client affiliate, hires a Candidate, whether on a temporary or permanent basis ("Employment"), within twelve (12) months of the most recent Referral of the Candidate, Client shall pay the Fee to FRG.
7. If Client fails to notify FRG in writing within fourteen (14) days of a Candidate's first day of Employment (the "Start Date"), or engages a Candidate as a contractor or other similar arrangement, Client shall pay a fee equal to 40% of the Candidate's Total Compensation (as defined below) or \$30,000, whichever is greater.
8. Client shall be given access to and/or acquire certain confidential information about FRG and Candidates including Candidate contact information, Candidate references, and resumes ("Confidential Information"). Confidential Information shall only be used by Client for the sole purpose of conducting business with FRG and may not be furnished to third-parties without FRG's advanced written consent. Client will implement all reasonable technical administrative, and organizational safeguards to protect candidate personally identifiable information from unauthorized disclosure, access, alteration, or deletion. If any of the aforementioned events occur, Client shall immediately notify FRG in writing.
9. If a written or electronic offer for Employment made to a Candidate is subsequently rescinded by Client at any time within the two weeks preceding the Start Date, Client shall pay FRG an administration fee of \$5,000.
10. Prior to the Start Date, Client shall provide to FRG a copy of the Candidate's signed offer of Employment that includes a full statement of the Candidate's annual gross salary and any guaranteed bonuses, allowances, commissions, and/or guaranteed draws ("Total Compensation").
11. (a) The fee is calculated as set forth below(the "Fee"):
 - I. \$25,000 access to Candidate Search Engine and hiring of 1 junior level AWS professional;
 - II. \$30,000 access to Candidate Search Engine and hiring of 1 mid level AWS professional;
 - III. \$35,000 access to Candidate Search Engine and hiring of 1 senior level AWS professional; or
 - IV. Customized Credits.
 - (b) Client will select the Fee tier (i.e. access to Search Engine and hiring of AWS professional at junior, mid or high level) via the AWS Marketplace. Alternatively, Client may elect to purchase one or more credits from FRG at \$1,000 per credit (each a "Credit," collectively, the "Credits") via the AWS Marketplace. Credits are unavailable in fractional portions or amounts except as set forth in Section 11(e) below. If Client elects to purchase Credit(s), AWS will charge such Credits to Client's AWS account upon Client's selection of the Credit option in the AWS Marketplace.
 - (c) If Client elects to purchase Credit(s), Client must use all unapplied or unused Credits to pay a Fee before utilizing any other payment method. FRG will apply the oldest Credit first as a dollar for dollar credit against the Fee, and the Client shall pay FRG the balance, if any, of the Fee as provided herein, after application of the all of Client's unapplied or unused Credits. Client cannot sell, assign, encumber or otherwise transfer any Credits without FRG's prior written consent. Credits have no cash or surrender value.
 - (d) The Credits shall automatically expire on the Termination Date (as defined below). Client shall not be entitled to any refund or other credit with respect to any unapplied or unused Credits existing on the Termination Date. Client acknowledges and agrees that, at no time, including prior to the occurrence of the Termination Date or after Client's delivery of its notice to terminate the Terms, FRG has no obligation to inform Client of any unused or unexpired Credits.
 - (e) The parties recognize that during the recruitment process, the Client may change the job requirements of a particular vacancy or the required qualifications of an ideal Candidate, the parties may conclude that the uniqueness of a vacancy requires a higher level Candidate than the parties originally thought or that the availability of qualified Candidates at any given time will vary. Therefore if Client selects a Fee tier other than Credits, Client may change such tier at any time during the recruitment process. If such change results in an increase from the Fee tier previously selected by Client, Client will pay such increase or additional usage amount via the AWS Marketplace and these Terms shall remain in full force and effect. If such change results in a decrease from the Fee tier previously selected by Client, FRG will issue Client a credit in an amount equal to the difference between the Fee tier previously selected by Client and the new Fee tier selected by the Client, and this Credit shall be treated the same, and subject to the same rules, as a Credit defined in Section 11(b) above
12. On or before the Start Date, FRG will inform AWS of Client's hiring, or intent to hire, a Candidate as well as the amount of the Fee due and if the Client has purchased any Credits. AWS will then charge Client's AWS account for the Fee. If, for any reason, FRG fails to receive any portion of the Fee from AWS or there is any error with Client's AWS account, Client shall pay FRG such unpaid portion of the Fee within 7 days FRG informing Client of such failure and the amount owed. Client shall pay FRG or AWS any sales or similar taxes, if applicable. Client shall supply FRG with any required billing or invoicing information in advance of the Start Date. Overdue amounts will be subject to interest charges at a rate of either (i) 1.5% per month; or (ii) the highest rate allowable by law, whichever is lower.

13. If a Candidate's Employment is terminated within the first eight weeks of Employment ("Guarantee Period"), FRG will refund Client at the rate of 12.5% of the Fee for each full week remaining in the Guarantee Period. The Guarantee Period is inapplicable if: (i) the cause of termination is unrelated to the Candidate's qualifications, capability, or conduct; (ii) Client fails to notify FRG in writing within 7 days of the termination of Employment; (iii) Client fails to pay the Fee in accordance with the Terms; or (iv) Employment is terminated as a result of a layoff or reduction in force.

14. Client is ultimately responsible for ensuring the suitability and capability of a Candidate for Employment, including without limitation taking action (including requesting FRG's assistance) to verify skills, references, qualifications, certifications and any work permits. It is at Client's sole discretion to hire a Candidate and Client is fully liable for its hiring decisions. Client acknowledges that a Candidate is not an agent or representative of FRG, and FRG is not under any circumstances liable for the acts or omissions of a Candidate.

15. Notwithstanding anything to the contrary herein, and to the fullest extent permitted by law, (i) FRG's total liability, in the aggregate, shall be limited to the amounts actually paid by Client to FRG hereunder during the six (6) month period immediately prior to the occurrence of the set of facts and circumstances giving rise to the claim(s) on which such liability is based and (ii) under no circumstances shall FRG be liable to Client or its customer for any indirect, punitive, special, exemplary or consequential damages, even if FRG knew or should have known, or has been advised of the possibility of such damages or if such damages were foreseeable to FRG.

16. These Terms shall commence upon Client's electronic acceptance of such Terms via the AWS Marketplace. The Terms shall remain in effect for the length of time (i.e. monthly, annually etc) selected by the Client in the AWS Marketplace (the "Initial Term"). Unless either party provides written notice of its intent to terminate the Terms to the other party at least fifteen (15) days prior to the end of the Initial Term or a Renewal Term (as defined below), the Terms shall automatically renew for successive periods of time equal to the duration of the Initial Term (each a "Renewal Term"). The date on which these Terms terminate is the "Termination Date."

17. These Terms (i) constitute the only agreement between the parties with respect to the subject matter herein; (ii) can only be amended in writing by an authorized representative of both parties; (iii) may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and (iv) shall be governed by the laws of the State of New York. Any provision hereunder which by its very nature would survive termination, so shall survive. **EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IT MAY HAVE.** With respect to Client's use of the Candidate Search Engine only, Client's use shall be subject to the Terms and Conditions appearing on the Candidate Search Engine, and Client shall be deemed to have read and accepted the Privacy Notice, appearing on the Candidate Search Engine, as amended from time to time.