



Direct Hire Terms

These Direct Hire Terms (“DH Terms”) set forth the sole and exclusive terms and conditions that apply specifically to Pellera’s performance of recruitment services for permanent placement candidates as further specified below. These DH Terms exclusively govern Pellera’s provision of direct hire services unless the Client has a separate written agreement in place with Pellera that governs Pellera’s performance of direct hire services.

1. **SCOPE.** Pellera will provide recruitment services for permanent placement candidates (“Resources”) at the request of Client. Pellera will refer Resources for hire to Client by providing the Resources' years of experience, specific industry experience, skills and any other information requested by Client. In the event Client elects to hire a Resource, the Parties shall populate an Order Form, a sample of which is attached as Appendix 1, including Resource name, position, starting salary, and start date. Client shall execute each Order Form and return to Pellera for processing. Client warrants and represents that an authorized signatory of Client shall sign each Order Form.
2. **RESPONSIBILITIES.** While Pellera performs reference checks, such checks only provide answers to specific questions asked and shall not be deemed exhaustive checks of employment, education or other background information. Once Client is presented with a Resource’s profile, Pellera will have no further obligations to Client with respect to such Resource and will not participate in any employment-related matters including, without limitation, negotiations or discussions with respect to the hiring, promoting, disciplining, firing or the relocating of such Resource later employed by Client. Each party agrees that the exchange of information with regard to referred Resources will not violate any relevant Equal Employment Opportunity and/or Americans With Disabilities Act. Both parties acknowledge that each is making decisions without regard or consideration for an individual's race, color, religion, sex, age, national origin, ancestry, citizenship, marital status, physical or mental disability or other protected status.
3. **DIRECT HIRE FEE.** Client shall pay Pellera the Hiring Fee. The “Hiring Fee” means the Resource’s Starting Salary identified on each Order Form multiplied by twenty percent (20%). Client shall have no obligation to pay any other fees or reimburse any expenses of any kind incurred by Pellera relative to the Resource. The Hiring Fee is earned at the time the Resource accepts the position and Client will be invoiced upon the Resource’s acceptance of Client’s employment offer and Pellera’s receipt of Client’s executed Order Form. Invoices, including any applicable taxes, are payable thirty (30) calendar days from the invoice date.
4. **GUARANTEE.** Pellera will provide a ninety (90) day guarantee, beginning on the Resource’s start date, in the event the Resource terminates or is terminated from the position for any reason, except for a Client-initiated reduction in workforce, elimination of the position or insufficient work for the Resource (the “Guarantee”). Client must notify Pellera within five (5) business days after such termination for the Guarantee to be valid. Upon receipt of such notice, Pellera will have a right of first refusal for a two (2) week period to find a suitable replacement Resource. In the event Pellera is unable to find such replacement, then Pellera will refund Client the Hiring Fee in accordance with the following: if termination occurs (i) within the first thirty (30) days after hire, the refund will be 100% of the Hiring Fee; or (ii) between the thirty-first and ninetieth day of employment, the refund will be calculated at 1/90th per day for each remaining day in the Guarantee period.
5. **DISCLAIMER; LIABILITY.** PELLERA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE RESOURCE PROVIDED HEREUNDER. IN NO EVENT WILL PELLERA BE LIABLE FOR ANY **SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND**, HOWEVER ARISING, EVEN IF PELLERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. PELLERA'S TOTAL LIABILITY UNDER THESE DH TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO ACTUAL DAMAGES SUSTAINED BY CLIENT, IN AN AMOUNT NOT TO EXCEED THE APPLICABLE HIRING FEE. CLIENT ACKNOWLEDGES THAT THIS IS CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR PELLERA'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER.



Direct Attachment 1 – Sample Direct Hire Order Form

This Order Form (“Form”) is by and between _____ (“CLIENT”) and [_____] (dba Pellera Technologies) (“Pellera”) and is effective ____/____/____. This Form is subject to the Direct Hire Terms located at <https://pellera.com/direct-hire-terms/>, which are incorporated herein by reference and made a part hereof.

OPPORTUNITY

- a. Resource:
- b. Position:
- c. Starting Salary: \$
- d. Hiring Fee: __% of the Resources starting salary = \$
- e. Start Date: on or about _____

Client’s execution of this Form constitutes Client’s authorization for Pellera to invoice Client for the Hiring Fee for the Resource listed above. Client has caused its authorized representative to sign this Form as of the date written below.

CLIENT:

Name:

Signature:

Title:

Date:
