

Direct Hire Agreement

POLICY STATEMENT: RECAP, is an employer-paid placement service and is an Equal Opportunity Employer and considers all applicants regardless of their sex, race, color, religious creed, ancestry, national origin, physical condition, age or marital status.

CONFIDENTIALITY: Personal data submitted by RECAP regarding its candidates is highly confidential and for the clients use only.

PLACEMENT FEES: RECAP's placement fees includes all activities related to searching, networking, finding, recruiting, screening, pre-selecting, presenting, and bring candidates through your interviewing process to a hiring decision. Fees are calculated as a percentage of the annual base salary. (*This does not include the variable component / incentives / Bonus*)) No fee is payable unless a candidate, referred directly by RECAP. is hired and begins employment.

A contingence search is defined as a search where we invest our time, energy and money to find you candidates. If we find a candidate that you hire, we are reimbursed for our up-front investment when you pay the fee.

Fees are 100% of one month gross salary. Fees are due upon hiring the applicants and ensure one time replacement if needed with 30 days after hiring date

Guarantee - Terms & Conditions of Business

RECAP GUARANTEES For this guarantee to make sense it is important to know what the fee is for. The fee is purchasing the time, energy and money we spent to conduct a search on your behalf and find the candidates for your positions. In other words, you are purchasing a **search** not a candidate. The purpose for this guarantee is to acknowledge that, because we are working with human beings, things can go wrong ("Life Happens"). If something goes wrong in the first 120 days, we want to share the pain with you, our Client and Partner thus our guarantee.

Should the candidate leave within the guaranteed period, RECAP will honor a **one-time** replacement for the candidate without any additional charge. Provided the reason for termination of employment is not due to restructuring of the job description, lay-offs, re-deployment caused by the client, a violation or an alleged violation of any state or federal law by the client or its employees or agents, this guarantee will remain intact. Client must initiate Replacement search for a replacement candidate within the first 30 days of terminated employees' departure date. Paramount Placements will start the search immediately upon Client's request and it will become the top priority to replace in a timely manner. The replacement must be for the same position and cannot be used as a credit for another one.

WAIVER OF LIABILITY - RECAP shall not incur liability for any consequential damages to the client or any other third parties resulting from or due to the actions or inaction of its employees.

PROCURING CAUSE – If you hire a candidate that RECAP. presented to your company within twelve months of the date of presentation *(even for a different job)* the above fee agreement will apply. RECAP is the *procuring cause* for you finding your new hire.

GOVERNING LAW - These Terms and Conditions of Business shall be governed and construed in accordance with the laws of the state where the service to the client is rendered.



DISCLAIMER OF REPRESENTATION AND WARRANTIES - No representations or warranties implied or otherwise are given by RECAP except as expressly provided in these Terms and Conditions of Business.

The undersigned acknowledges rece	cipt and acceptance of RECAP 's Terms and Conditions of Business.
COMPANY NAME	
SIGNATURE	
FULL NAME (Print)	
POSITION / TITLE (Print)	
DATE	
DR. Tamer Mahfouz	RECAP Co
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Thank you for selecting RECAP