



DIRECT HIRE AGREEMENT

This Direct Hire Agreement ("Agreement") is entered into this 19th day of November 2018, by and between Corporate Management Group, 12000 N. Washington St., Ste. 350, Thornton, CO. 80241 ("CMG") and Trelleborg ("Client").

CMG engages in the business of locating and placing individuals with certain specified skills to work as employees at other businesses; and the Client desires to contract with CMG to find a non-temporary employee to work for the Client on a full-time basis and CMG agrees to enter into such an arrangement as set forth more specifically below. In consideration of the foregoing recitals and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **The "Services."** CMG shall provide the following "Services" under this Agreement: identification, interviewing and recommendation of individuals with skills **POSITION TITLE AND DUTIES PER CLIENT**, and other related duties as applicable to the Client's requirements for hire by the Client as non-temporary, full-time employee.
2. **Compensation.** In consideration for providing the Services pursuant to the terms of this Agreement, the Client agrees that within thirty (30) days after receiving a Confirmation Invoice from CMG, the Client will pay CMG a fee equal to 15% of such employee's annual salary for the first year of employment. "Annual Salary" includes all regular salary payments and bonus payments. If the employee is terminated by the Client within thirty (30) days of his or her date of hire for any reason other than due to a reduction in workforce or layoff, CMG agrees to find another qualified employee, pursuant to Section 1, above, within a reasonable amount of time of such termination. If the Client shall hire any employee which CMG has, within the previous (12) months, offered to the Client then the Client shall be obligated to pay CMG the Compensation required by this Section 2. Client agrees to provide CMG with a copy of any employment contract or letters of employment and acceptance.
3. **Release.** By signing this Agreement, the Client hereby agrees to release CMG from any liability the Client may have against CMG for any of the services as described in Section 1 and for any liability whatsoever arising from the acts or omissions committed by any employee hired by the Client as a result of CMG's Services.
4. **Term and Renewal.** The term of this Agreement shall commence on the date first set forth above and shall continue for one year, subject to the right to terminate as set forth below. This Agreement shall be deemed automatically renewed on a month-to-

future performance of any such term, covenant or condition, but the obligations of all parties with respect thereto shall continue in full force and effect.

h. **Contract Ambiguities.** The parties to this Agreement acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the Rule of Construction which provides that ambiguities in the contract shall be construed against the drafter shall not apply to this Agreement and the parties waive any such defense to the terms of this Agreement.

i. **Survivability.** Where the context of this Agreement requires such an interpretation, this Agreement shall survive termination.

j. **Facsimile Signatures.** Facsimile signatures shall be deemed to be the same as original signatures.

8. **Expenses.** If Client deems necessary to schedule "in person" interview with applicant all travel expenses including accommodations, meals, flight and transportation will be provided and incurred by Client. CMG may assist in scheduling accommodations, flight and transportation at Client's request.

IN WITNESS WHEREOF, the parties acknowledge this Agreement as of the effective date first set forth above.

Client:

CMG:

By: Matt Forss

By: Tom Potosky

Printed: Matt Forss

Printed: Tom Potosky

Title: President

Title: General Mgr.

Date: 11/28/18

Date: 11-20-18