



DIRECT HIRE AGREEMENT

This Direct Hire Agreement ("Agreement") is entered into this 3rd day of December 2018, by and between Corporate Management Group, 12000 N. Washington St., Ste. 350, Thornton, CO. 80241 ("CMG") and Tri-Point LLC ("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-

month basis if not replaced by a new agreement following the end of the original or extended term, as the case may be.

5. **Termination.** The term of this Agreement may be terminated: (i) immediately by either party upon giving notice in writing to the other party in the event that the other party does or omits to do any act or thing in substantial breach of this Agreement; or (ii) by either party and for any reason after giving thirty (30) days prior written notice of such termination to the other party.

6. **Notice.** All notices and other communications required or permitted to be given hereunder shall be in writing, and shall be hand-delivered against receipted copy, transmitted via facsimile to the telephone number set forth below or mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the address set forth below or to such other address or telephone number as the Client or CMG may notify the other in writing pursuant to this Section. Notices hand-delivered or transmitted in accordance with this provision shall be deemed to have been received on the date so hand-delivered or transmitted or three (3) days after the date so mailed.

7. **Miscellaneous Provisions.**

a. **Inurement.** The terms of this Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by, all parties hereto, their personal and legal representatives, agents, successors and assigns to the extent, but only to the extent that assignment is provided for in accordance with, and permitted by, the provisions of this Agreement. Such assignment shall be prohibited except by the written consent of the other party.

b. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado, irrespective of the fact that any one of the parties now is, or may become a resident of a different state or country. The parties agree that jurisdiction and venue with respect to any actions brought pursuant to this Agreement shall be exclusively in the City and County of Denver, State of Colorado.

c. **Severability.** Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Agreement.

d. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and may be enforced at law or in equity to the extent necessary.

e. **Modification of Agreement.** No variations, modifications, or changes in the terms of this Agreement shall be binding on any party hereto unless set forth in a document duly executed by all parties to this Agreement.

f. **Enforcement.** In any action to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such action shall pay all of the costs, expenses, and reasonable attorneys' fees of the successful party.

g. **Non-Waiver.** The failure of any party or all parties to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment or any right granted hereunder of the

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:

By:

Printed:

Title:

Date:

CMG:

By:

Printed:

Title:

Date:

