

Date:		
Date.		

#### FEE AGREEMENT

Company Name
Officer's Name
Thank you for your confidence in choosing Vetted Better LLC as your staffing resource. This
letter is intended to confirm our rate structure and related guarantee period for contract, contract
to hire and direct hire placements made by Vetted Better Lab LLC (d/b/a Vetted Better) at
) hereinafter referred to as "Company".
Company Name
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It is our standard procedure to carefully screen and qualify all candidates before considering them for any position entrusted to us by our clients. It is our policy to refer qualified candidates based on their qualifications without regard to race, color, religion, sex, national origin, age, disability or veteran status.

Vetted Better refers candidates on the basis that all fees, as stated herein, are assumed by Company. Any candidate hired in any capacity within one year from date of referral shall be considered a placement for which a fee shall be owed by Company. In addition, a candidate will be covered by this agreement for 12 months following the last day of contractor employment with Company. If Company refers an Vetted Better applicant to an affiliated company, division, or associate arrangements must be made in writing with Vetted Better prior to such referral. In Lieu of such arrangements, the Vetted Better placement fee will be the obligation of Company.

This agreement is nonexclusive. In the event Vetted Better refers a candidate of whom you have previously been made aware within the twelve (12) months preceding referral, whether by another placement firm or otherwise, please promptly notify Vetted Better in writing and the hiring of such candidate will not be subject to this agreement. For clarity, this notification must be in writing prior to conducting an interview or within 48 hours of referral, based on the event that occurs first.

Termination: This agreement will automatically continue until either party gives thirty (30) days written notice to terminate the agreement. In the event the agreement is terminated, all

candidates previously presented will still be covered under the agreement until all time limits stated above expire.

Non-Solicitation: In no event shall either party solicit an employee of the other party, either directly or indirectly, during the term of this agreement and for a period of one (1) year upon termination (unless an Exhibit or Staffing Order stating intent for Contract to Hire has been signed by both parties for the specific contractor). For clarification, this Section covers both internal employees and candidates/contractors of Vetted Better.

<u>Limitation of Liability</u>: Neither party shall be liable for loss of profits, anticipated profits, loss or inaccuracy of data, indirect, consequential, punitive or special damages arising out of or relating to this Agreement, regardless of whether said party was aware of the possibility of such damages. In no event shall Vetted Better's total (cumulative) liability arising under or relating to this Agreement from contract, tort, breach or otherwise (any other theory of law) exceed a total of three (3) million dollars.

Arbitration and Governing Law: The laws of the state of Colorado shall govern the validity of this Agreement. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Colorado in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

# **Direct Hire Terms by Position**

## **LEVEL 1 - LAB TECHNICIANS (Extraction/Distillation)**

Fee Agreement: 20% of candidate's annual salary

Guarantee: 30 Days

### LEVEL 2 MANAGERS & DIRECTORS

Fee Agreement: 25% of candidate's annual salary

Guarantee: 60 Days

## LEVEL 3 C-SUITE & EXECUTIVE

Fee Agreement: 30% of candidate's annual salary

Guarantee: 90 Days

Vetted Better will guarantee all LEVEL 1 direct hire placements for 30 days after a candidate's start date. Vetted Better will guarantee all LEVEL 2 direct hire placements for 60 days after a candidate's start date. Vetted Better will guarantee all LEVEL 3 direct hire placements for 90 days after a candidate's start date. If a candidate leaves within guarantee period for any reason other than reorganization, elimination of position, layoff, takeover or material change in job responsibilities, Vetted Better will refill the position at no additional charge; if Vetted Better is unable to refill the position, we will refund the placement fee, which shall be prorated based on the number of days of candidate's employment. For guarantees to remain effective on direct hires, payment shall be due to Vetted Better within 30 days of invoice receipt.

We look forward to working with you and building a long-lasting relationship. Please do not hesitate to contact us with any questions.

Herman Lloyd AAA