



DyNexus RECRUITING

PROACTIVE SOURCING PROGRAM

Proactive Sourcing Service Client Agreement

Definitions:

- ***PROACTIVE SOURCING SERVICE*:** *This program, owned and operated by DyNexus Group, Inc. (DyNexus Recruiting & Staffing), which is governed by this Proactive Sourcing Service Client Agreement.*
- ***CLIENT*:** *Any company representative (including company owners, executives, employees, contractors and agents of CLIENT, that have agreed to this Proactive Sourcing Service Client Agreement. (You are indicating your acceptance of the terms and conditions of this contract and assume the role of CLIENT herein by clicking the checkbox entitled “By clicking on this, I agree to the terms and conditions of the Proactive Sourcing program” and clicking the Submit button on the Proactive Sourcing program pages of the DyNexus Recruiting & Staffing website at www.dynexusgroup.com/proactive-sourcing-program.)*

Introduction:

The following are the terms and conditions by which DyNexus Group, Inc. (DYNEXUS) will provide CLIENT access to candidates for hire, as part of **DyNexus’ Proactive Sourcing Service**, (henceforth referred to as “**the PROACTIVE SOURCING SERVICE**”).

Terms and Conditions:

1. DYNEXUS is hereby agreeing to provide CLIENT with contact information for candidates that are taking part in the PROACTIVE SOURCING SERVICE. DYNEXUS authorizes CLIENT to contact said candidates for consideration for employment opportunities with CLIENT, and CLIENT agrees to the terms and conditions set forth in this **Proactive Sourcing Service Client Agreement**.
2. **If CLIENT hires said candidate(s), they shall pay DYNEXUS a service fee of \$15,000.00, due on the first day of the candidate’s employment with CLIENT.**
3. Should CLIENT wish to hire a Proactive Sourcing Service candidate on a **contract** basis, CLIENT and DYNEXUS will determine a contract rate (hourly, project, other) and payment terms that are acceptable to CLIENT, DYNEXUS, and the contractor, prior to the commencement of the contract engagement.
4. DYNEXUS will take responsibility for:
 - Providing CLIENT with current and accurate contact information for candidates.
 - Providing candidate/company interview coordination & job-offer negotiation and guidance for every CANDIDATE requested by CLIENT, as requested by CLIENT
 - DYNEXUS acknowledges that their employees, in the execution of their duties, may acquire information that is considered to be proprietary and/or confidential by CLIENT and/or



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CLIENT'S customers. DYNEXUS will make every reasonable effort and take every reasonable precaution to ensure that such information remains confidential and protected.

5. CLIENT will take responsibility for:
 - Reviewing and communicating with candidates in a timely and thorough manner.
 - Expediting the interview/hiring process.
Quick scheduling of interviews, and a speedy hiring process, are key factors for success in your hiring process. DyNexus will assist in scheduling and expediting this process in every way we can.
6. DYNEXUS will provide a one-hundred-twenty (120) day guarantee that the hiring of any candidates by CLIENT through the PROACTIVE SOURCING SERVICE will be successful. If for any reason, unless the position is eliminated, a candidate's employment is terminated by either party, voluntarily or involuntarily, within 120 days of the candidate's first day of employment, DYNEXUS will, at CLIENT's discretion, either provide CLIENT their next hire through the PROACTIVE SOURCING SERVICE for no additional hiring fee, or DYNEXUS will refund the service fee of the lost candidate to CLIENT. This guarantee requires that all fees are fully paid.
7. Any candidate presented to CLIENT by DYNEXUS through the PROACTIVE SOURCING SERVICE who is hired by CLIENT within one year of receiving candidate's contact information, will be considered a placement made by DYNEXUS, and CLIENT will pay to DYNEXUS the PROACTIVE SOURCING SERVICE fee.
8. DYNEXUS will have direct communication with the people involved in the hiring process at CLIENT's company.
9. DYNEXUS will receive feedback from CLIENT within two (2) business days (M~F) concerning the initial suitability of interviewed candidates (including either a determination to further interview or reject the candidate, or a request for further information in order to make this determination).
10. Neither DYNEXUS nor CLIENT may directly, intentionally, and successfully solicit each other's employees for hire or contract, without the employee obtaining a written waiver from the employee's respective employer. This non-poaching clause shall be enforceable during the active participation in the PROACTIVE SOURCING SERVICE, and for a period of one (1) year following the last recorded communication with either DYNEXUS or a CANDIDATE in the PROACTIVE SOURCING SERVICE. If either DYNEXUS or CLIENT violate this provision a penalty of \$15,000 will be paid to the other party.
11. Both DYNEXUS and CLIENT agree to:
 - not discriminating in hiring, recruiting, and employment practices against any person on the basis of race, creed, color, sex, national origin, age, sexual orientation, gender identity, physical or mental handicap, or any other protected classification for any position for which candidates or applicants for employment are qualified; and
 - complying with all Federal, State, and Local employment laws and regulations.

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- 12. The terms of this agreement will be assumable by, and enforceable toward, any legitimate successor or assignee of CLIENT or DYNEXUS.
- 13. Any dispute or claim that arises out of or that relates to this Agreement shall be resolved using Washington State Law, and the proper venue is any court of competent jurisdiction in the State of Washington. Any costs, including reasonable attorney's fees, will be paid by the losing party.
- 14. This Agreement represents the entire agreement between CLIENT and DYNEXUS with regard to CLIENT'S engagement in the PROACTIVE SOURCING SERVICE. Changes to these terms may only be done by the written, mutual consent of CLIENT and DYNEXUS.
- 15. Our signatures attest to our consent to this Agreement.

Signing for DYNEXUS:

Signing for CLIENT:

<i>Mark Durfor</i>	<i>Consent implied by clicking "Submit"</i>
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DyNexus Group, Inc.
MARK DURFOR
OPERATIONS MANAGER

CLIENT