DIRECT HIRE SERVICES AGREEMENT

The terms of this Direct Hire Services Agreement ("Agreement") are agreed to by and between **Direct Manufacturing Solutions, LLC** ("DMS Recruiting") and _____ as of _____ (the "Effective Date").

PLACEMENT SERVICES & COMPENSATION

1. Services

DMS Recruiting will present candidates for direct hire by Client. Based upon Client's independent review and analysis, Client will hire candidates it determines in its sole discretion to be suitable (each, a "Direct Hire"). Each Direct Hire will be an employee of Client and will work under the sole management and direction of Client. In no event shall the Direct Hire be deemed an employee of DMS Recruiting. Client is solely responsible for obtaining any work permits, or licenses, and for payment of the Direct Hire's wages, expenses, benefits, workers compensation premiums, withholding of all taxes, and all employer responsibilities. Moreover, Client is solely responsible for checking references and confirming the accuracy of resumes. Any background checks performed by DMS Recruiting are made at Client's request and expense and are not intended to be an exhaustive check of employment, education or other background information, and are not warranted in any way by DMS Recruiting.

2. Fees and Payment Terms

Client agrees to pay DMS Recruiting a Direct Hire placement fee of **20%** of the annualized base salary for the first year of employment with Client for each Direct Hire ("Client Fee"). Neither Client, nor any of Client's affiliates shall hire or contract with, directly or indirectly any candidate presented by DMS Recruiting to Client for a period of one (1) year from date of DMS Recruiting's referral unless Client pays DMS Recruiting the fees set forth in this Agreement. The Client Fee shall be considered earned upon the candidate's start date with Client. Payment, plus any sales tax as required by applicable state law, shall be due within **15** days of Direct Hire's start date. If DMS Recruiting does not receive payment within **15 days** of the start date, the Guarantee policy described below is null and void. Invoices not paid timely will be subject to finance charges of 2% per month added to the outstanding invoice amount and computed from the initial due date of the invoice. Client agrees to pay reasonable collection and attorneys' fees, including costs, incurred by DMS Recruiting in collecting amounts due from Client.

3. Guarantee

If, within the first (**90**) calendar days of starting work with Client, either Client terminates Direct Hire's employment for cause, or Direct Hire terminates employment with Client for any reason, DMS Recruiting will provide a one-time replacement candidate for the same role ("Guarantee").

The Guarantee does not apply if the Direct Hire is laid off due to downsizing, economic reasons or lack of work. The replacement Guarantee must be applied within 12 months of Direct Hire's termination and holds no cash value.

The terms of this Guarantee are contingent upon the following:

(a) Payment must be received according to the terms herein stated; and

(b) Notification of Direct Hire's termination must be sent within 10 days of Direct Hire's last day of employment to the following email address: careers@dmsrecruiting.com

4. Previous Knowledge

Once DMS Recruiting presents a resume, Client is precluded from claiming previous knowledge of this candidate unless it notifies DMS Recruiting of its previous knowledge within 3 business days of DMS Recruiting's referral. "Previous Knowledge" means that the Client can demonstrate that they have had contact with and received the resume of the referred candidate within the last 3 months. If Client demonstrates Previous Knowledge of a candidate, no Client Fee is earned.

TERM; TERMINATION

. Either party may terminate this agreement with thirty (30) days written notice to the other party. DMS Recruiting may terminate this Agreement at any time for non-payment of any amounts due DMS Recruiting. Termination of this Agreement shall not relieve either party of its obligations hereunder, including but not limited to Client's obligations to pay all Fees.

NOTICE

All notices or other communications which may be or are required to be given to any other party pursuant to this Agreement will be given to the address set forth in the signature block hereto (or such other address as is directed in writing as the notice address), as follows: by hand delivery (including by courier), recognized overnight delivery service, postage prepaid U.S. Mail (registered or certified mail with confirmation of delivery) or through electronic mail to 31805 Temecula Parkway D7-741 Temecula, CA 92592. Notice will be deemed to be given on the date such communication is actually received.

INTEGRATED AGREEMENT; AMENDMENT; GOVERNING LAW; ASSIGNMNENT; COOPERATION

This Agreement constitutes the entire agreement between the parties regarding the subject hereof, supersedes any and all other prior direct hire service agreements, whether oral or in writing, between the parties, and cannot be amended or modified except by written agreement signed by both parties. The validity, interpretation and performance of this Agreement will be governed by the laws of California without regard for that body of law known as conflicts of laws. Either party may assign this Agreement to an affiliate company, or in connection with any merger, acquisition, divestiture, or reorganization, subject to the non-assigning entity's credit approval of the assignee, which approval shall not be unreasonably withheld. The parties hereby agree to cooperate in good faith to address issues in a manner that encourages full cooperation and communication between the parties.

LIMITATION OF LIABILITY

EACH PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO OTHER PARTY'S DIRECT DAMAGES AND SHALL NOT EXCEED THE CLIENT FEES(S) PAID OR OWING TO DMS RECRUITING BY CLIENT FOR THE SERVICES HEREUNDER DURING ANY TWELVE (12) MONTH PERIOD. NEITHER PARTY SHALL IN ANY EVENT BE LIABLE FOR PUNITIVE DAMAGES, LOSS OF PROFIT, LOSS OF GOODWILL OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY UNDER THIS AGREEMENT WHETHER IN CONTRACT OR TORT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

INDEMNITY

Each party (the "Indemnifying Party") shall defend and indemnify the other party ("Indemnified Party") from and against any and all suits and claims, including claims for bodily injury and tangible personal property damage, and breach of any applicable law as well as reasonable attorney's fees and other expenses (collectively, the "Claims"), to the extent directly arising out of the Indemnifying Party's acts, omissions, negligence or willful misconduct in performance of the obligations hereunder. The provisions of this Section shall survive termination of this Agreement.

CONFIDENTIAL INFORMATION

Each party acknowledges and agrees that in performing its obligations under this Agreement it may have access to valuable trade secrets and confidential information of the other party. Neither party shall disclose confidential information to a third party without written consent. Each party agrees that it shall take steps reasonably necessary to preserve and protect the confidentiality of the Confidential Information. In addition, Confidential Information shall include the terms of this Agreement.

PEOPLE POWER PRODUCTION

NON-DISCRIMINATION

DMS Recruiting is an equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, protected veteran status, or any other characteristic protected by law. DMS Recruiting and its subcontractors shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. DMS Recruiting and its subcontractors shall also abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

	Direct Manufacturing Solutions LLC. 13805 Temecula Parkway D7-741 Temecula, CA 92592
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

DMS RECRUITING
PEOPLE POWER PRODUCTION