

## Managing Director Addendum

THIS Managing Director Addendum to the Member Master Agreement (the “Addendum”) dated [REDACTED] is between Tailored Solutions LLC d/b/a HireResources, a company formed under the laws Connecticut with its address at 48 Knapp Street Monroe, CT 06468 (the “Company” or “we”) and [REDACTED] with [an] address at [REDACTED]

(“Managing Director” or “you”) (the Company and Managing Director may be referred to as the “Parties” or individually as a “Party”).

### **1. Acknowledgement: Code of Ethics**

You acknowledge that you have received a copy of the Company’s Code of Ethics and agree to abide by the Code of Ethics and other Company policies, as they may be modified from time to time by the Company.

### **2. Compliance**

As Managing Director, you understand and agree that you are responsible for understanding and conducting business by all Code of Ethics, applicable laws and good business practices.

### **3. Independent Contractors**

Like all Members (see Member Master Agreement), Managing Directors shall have no set hours, no required location for Services, and shall otherwise be and serve as independent contractors. Each Managing Director shall run his/her own schedule, “desk,” work hours, and work location. Similarly, Managing Director acknowledges that the Company’s Members do not require any management. Members are independent contractors, just as you are.

### **4. Membership**

HireResources’ membership includes many valuable tools and resources. You can terminate your membership at any time by sending a cancellation request to [cancellation@hireresourcesllc.com](mailto:cancellation@hireresourcesllc.com)

The first 90 days with HireResources you will have no Membership charge, you can cancel your membership at any time.

A member can choose to switch the Membership plan at any time, we require a 10-day written notice, this will need to be sent to [membersupport@hireresourcesllc.com](mailto:membersupport@hireresourcesllc.com). In the event membership has been terminated and payments remain due to the Member, HireResources will deduct any Membership fees not paid from any payments due to the Member.

- A. As a new Member with HireResources, you will be given access to all our tools and resources at no charge for your first 90 days.
- B. If you make a placement within the first 90 days, HireResources will pay for your own seat in our ATS for three months. We initiate new seat access on the 1<sup>st</sup> and 15<sup>th</sup> of the month for accounting purposes.
- C. For each placement you make we will credit you an additional 3 months access to our ATS using your own seat. You can accrue up to 12 months of credited access maximum. There is no cash value to these credits. If Membership is terminated for any reason, you will lose the credits.
- D. If you are inactive within the ATS for a 4 week period while we are paying for your seat, we may at our discretion, terminate access and you will lose any remaining credits. If you return, a new agreement will be signed.
- E. In the event you do not make a placement during your first 90 days you may pay for your own seat in our ATS at the current cost for that seat (currently our cost is \$75/mo.).
- F. If you choose not to pay for your seat in our ATS, you can choose to remain in our House account at no charge to you. In this situation, your payment on any placements you make will be paid at a rate of 30% on Permanent Placements and 20% on Contract Placements.
- G. All Members have the option of paying for their own ATS from day one. **We highly recommend having your own seat as it will give you more functionality and oversight on your candidates within the ATS.**

- Initial [REDACTED]

**HireResources Membership currently includes:**

- ZOHO ATS Seat
- Zip Recruiter Unlimited Job Postings throughout the United States
- Discounts to our LinkedIn Recruiter Corp. account
- Access to all our Corporate Job Openings
- Signal Hire
  - Browser Extension
  - Custom search function
  - 250 email credits per month
- WorkPlace Access
  - Work Chat
  - Video Conferencing
  - Corporate bulletin board
  - Event and Corp. notifications

**5. Managing Directors' Payments**

The Managing Director will be paid as set forth below.

**a. Contract Placements:**

- i. During your first 90 days as a Member and/or if you purchase your own ATS seat or have made a placement and have an ATS seat that we are providing you, the candidate owner will receive 30% of the Net Profit collected.
- ii. The client holder will receive 30% of the Net Profit collected.
- iii. Member may be both the candidate holder and client holder. In such instance member will receive 60% of the Net Margin
- iv. Contract payments are calculated on Net Margin. Net Margin is the Gross Fee(s) received minus all costs associated with Contractor Pay Rate, State and Federal Taxes, Workman's comp, back office fees, etc). Total Burden ranges typically between 25-30%.
- v. If you have not made a placement within your first 90 days and have chosen to continue to use our House Account and tools at no charge, the candidate owner will receive 20% of the Net Profit collected.

**c. Direct Hire Placements:**

- I. During your first 90 days as a Member and/or if you purchase your own ATS seat or have made a placement and have an ATS seat that we are providing you, the candidate owner will receive 40% of the total collected placement fee after all guarantees have been satisfied and check has cleared in company's bank account.
- II. The client holder will receive 40% of the total collected placement fee after all guarantees have been satisfied and check has cleared in company's bank account.
- III. Member may be both the candidate holder and client holder. In such instance will receive between 80% of the total collected placement fee depending on their chosen Membership Package.
- IV. If you have not made a placement within your first 90 days and have chosen to continue to use our House Account and tools at no charge, the candidate owner will receive 30% of the total collected placement fee after all guarantees have been satisfied and check has cleared in Company's bank account.

Initial

## 6. ATS System:

All members are required to utilize the ATS for documenting all candidate and client activity. On the candidate side, this includes but is not limited to all candidate submissions, notes, status changes, interviews, offers and placements. On the client side, this includes adding all pertinent client information, signed contract, contacts, notes and job orders.

Our policy is that if the information isn't in the ATS then it didn't happen. This is due to the fact, that there is no way to track the activity effectively if it hasn't been properly documented and time stamped in our ATS system.

During a member's initial 90 days, HireResources provides free access to its ATS House Account. Thereafter Member will either be granted a Company paid ATS seat based on performance or choose to pay for a ATS seat, or remain in Company's House Account. In the event the Member has chosen to pay for his/her ATS seat, Member will be billed monthly. In the event that the monthly Membership fee is not paid on time or is left unpaid for a period of 30 days, HireResources may retain any payments due Member until account is brought fully current and or Member payment may be reduced by 5% at Company's discretion.

## 7. Payment Terms - Direct Hire & Contract:

- a. Direct Hire Placements:
  - i. The Company will issue monthly payments for direct hire/permanent placements, subject to any and all guarantee provisions.
- b. Contract Placements.
  - i. Contract payments due will be processed once HireResources receives payment from either our back-office vendor or the client directly whatever is applicable.


### The Company's Payments in General.

- ii. If a client does not make payment for services secured pursuant to this Addendum and/or the Member Master Agreement, the Company has no obligation, financial or other, to Members.
  - iii. Any fall off placements or adjustments will affect payment.
  - iv. Payments due to Member by the Company are in no way subject to any late charges, late fees, or other interest remunerations.
- c. Member invoicing for payment.
    - i. Company will provide statement of burden cost breakdown on a monthly basis for all Managing Director placements, allowing Managing Director to properly invoice Company for payments due. Company does not process this information, rather it is received from back office vendor and provided to Member.
    - ii. Members must invoice the Company for all payments due on direct hire and contract placements. This is required for the Company's accounts payable to process your payment.
    - iii. All client payments must be received and cleared in the Company's bank account for the Company to release any payment.
    - iv. The following needs to take place for payment to be made.
      1. Client payment/funds clear in company bank account; and
      2. Invoice is received from Member via email form ([membersupport@hireresourcesllc.com](mailto:membersupport@hireresourcesllc.com) or such other address as may be provided by the Company).
    - v. Once approved, payments will be made within 5-10 business days depending on date received and payroll cycle.

**8. General Terms**

- a. Except as may be more specifically provided herein, the terms of the Member Master Agreement shall control any issues that may affect the Company and the Managing Director.

**IN WITNESS WHEREOF** the Parties have executed this Addendum as of the date below.

<b>The Company</b>	<b>Managing Director</b>
Print Name: Dean Garamella	Print Name: _____
By:	By: _____
	Dated: _____
Title: Partner	
Dated: 2020	

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