

Managing Director IT Addendum

THIS Managing Director Addendum to the Member Master Agreement (the “Addendum”) dated [REDACTED] is between Tailored Solutions LLC, 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”).

You are subject to the terms of this agreement for any roles you work on that are associated with our Tailored Solutions IT model. These roles are only posted in the IT specific Zoho system and assigned to a specific recruiter. If you are unsure if a role falls under the Tailored Solutions or HireResources model, please ask management and get confirmation prior to working on a role. The economic payout models are completely different under each model so be sure you fully understand what you are working on prior to making any efforts.

1. Acknowledgement: Rules of Engagement

You acknowledge that you have received a copy of the Company’s Rules of Engagement, Code of Ethics and Guiding Principles of Ethics (collectively, for purposes of this Addendum, the “Rules of Engagement”) and agree to abide by the Rules of Engagement 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 rules 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. The Managing Director agrees to support the Members regarding questions, recruiting best practices, training, and guidance if/when needed. Each Member will be different and have his/her own level of interaction.

4. Managing Directors’ Payments

The Managing Director will be paid as set forth below.

a. Contract Placements:

- i. The candidate owner will receive 15% of the Net Profit collected.
- ii. The client holder will receive 15% of the Net Profit collected.
- iii. Member may be both the candidate holder and client holder. In such instance will receive 30% 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 5-30%.

d. Direct Hire Placements:

- I. The candidate owner will receive 20% of the total collected placement fee after all guarantees have been satisfied and check has cleared in companies bank account. The minimum expected production level to participate in the TSR Practice Area and receive this commission level is an average of 2 submissions per week over the 30 day period prior to a placement. In the event that a member does not consistently achieve this metric, TSR management team reserves the right to discontinue member participation or charge member a desk fee of \$75 per monthly that will off-set costs associated with our ATS System and Back-office services and will be billed quarterly. All recruiting activity must be documented in our ATS system.
- II. The candidate owner will receive 30% of the total collected placement fee after all guarantees have been satisfied and check has cleared in companies bank account. The minimum expected production level to receive this commission level is an average of 4 submissions per week over a 30 day period prior to a placement. In the event that a member does not consistently achieve this metric, TSR management team reserves the right to discontinue member participation. All recruiting activity must be documented in our ATS system.

Initial [REDACTED]

- III. The client holder will receive 15% of the total collected placement fee after all guarantees have been satisfied and check has cleared in companies bank account.
- IV. Member may be both the candidate holder and client holder. In such instance will receive 35-45% of the total collected placement fee depending on his/her then production level as outlined above in section D II and D III.

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 Tailored Solutions 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.
 - ii. Members must invoice the Company for all payments, less the Company's processing fees 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@tsrecruitment.net) 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.

5. 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.

The Company	Managing Director
Print Name: Dean Garamella	Print Name: _____
By:	By: _____
	Dated: _____
Title: Partner	
Dated: 2019	

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