MERIDIAN HIRE GROUP LLC

Permanent Placement Contingency Fee Agreement

This Permanent Placement Contingency Fee Agreement (the "Agreement") is entered into and made effective as of this _____ day of _____, 2026, by and between **Meridian Hire Group LLC** ("Company") and the client executing this document below ("Client").

1. SCOPE OF SERVICES

Company operates as a professional permanent placement recruitment company specializing in identifying, sourcing, and presenting qualified professional candidates for permanent, direct-hire placement positions with Client across various technical and specialized fields, including but not limited to Education, Healthcare, and Technology.

2. CONTINGENT FEE BASIS

Company operates strictly on a contingent fee basis. No fee is earned or due unless a candidate introduced or referred by Company is hired, engaged, or otherwise utilized by Client, or any subsidiary, affiliate, or related entity of Client, in any permanent placement capacity within twelve (12) months from the date of the candidate's most recent referral by Company.

3. FEE SCHEDULE

Client agrees to pay Company a standard contingency placement fee equal to **20% of the candidate's first-year annualized base salary** (the "Fee"). The Fee is calculated based solely on the starting annual base salary of the hired candidate and excludes discretionary bonuses, commissions, signing incentives, relocation packages, or any other non-salary benefits.

4. PAYMENT TERMS

The Fee is fully earned on the candidate's first formal day of employment with Client. Company will submit a professional invoice to Client upon the candidate's official start date. All payments are strictly subject to **Net 30** payment terms from the date of the invoice. Past due balances may be subject to a standard late penalty fee in accordance with prevailing statutory legal limits.

5. 90-DAY PLACEMENT GUARANTEE

Company provides a comprehensive **90-day replacement guarantee** from the candidate's formal start date, subject to the following standard operating conditions:

1. If the candidate's employment is terminated by Client for cause, or if the candidate voluntarily resigns within ninety (90) calendar days of their start date, Company will put forth commercially reasonable efforts to identify and source a single qualified replacement candidate for the same open position at no additional fee to Client.
2. This guarantee is strictly contingent upon Client paying the initial Company invoice in full within the established Net 30 payment timeline. Failure to pay within Net 30 completely voids the 90-day replacement guarantee.
3. This guarantee does not apply if the placement position is eliminated, if the candidate is laid off due to corporate downsizing, operational restructuring, or due to insufficient work volume.

6. CONFIDENTIALITY OF REFERRALS

All candidate profile data, resumes, interviews, and associated referral disclosures provided by Company are strictly confidential. If Client shares candidate details with a third party or another employer who subsequently hires the candidate within twelve (12) months of the referral, Client remains completely liable to Company for the full payment of the standard Fee as outlined in Section 3.

7. GOVERNING LAW

This Agreement and all obligations, claims, or disputes arising out of or related to it shall be governed by, construed, and enforced in accordance with the substantive laws of the **State of Florida**, without giving effect to any principles of conflicts of law. Any legal proceeding arising under this Agreement shall be brought exclusively in the appropriate courts sitting in the State of Florida.

8. ENTIRE AGREEMENT & AMENDMENTS

This Agreement constitutes the entire clear understanding between the parties regarding permanent placement staffing services and supersedes all prior written or verbal discussions, drafts, or temporary arrangements. No amendment, modification, or waiver of any provision herein shall be valid unless executed in writing by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Permanent Placement Contingency Fee Agreement to be executed by their duly authorized representatives.

For Company:	**For Client:**
_____	_____
Authorized Signature	Authorized Client Signature
_____	_____
Managing Manager / CEO	Printed Name & Title
_____	_____
Date	Date