

Protouch Staffing, 1701 Legacy Dr., Suite #1100, Frisco, TX 75034
Tel: (972)713-1709, Fax: (888)777-9185, Email: legal@protouchstaffing.com

DIRECT HIRE FEE AGREEMENT

This Agreement is made and entered into 09/08/2026 ("Effective Date") by and between Protouch Staffing, a Texas corporation with its principal place of business at 1701 Legacy Dr, Suite#1100, Frisco, TX 75034 (hereinafter "Staffing Agency") and Gateway High School, a Pennsylvania (PA) corporation with its principal place of business at 3000 Gateway Campus Blvd, Monroeville, Pennsylvania (PA), US, 15146 ("CLIENT").

WHEREAS, Staffing Agency provides staffing services to businesses, and WHEREAS, Client desires to retain Staffing Agency to perform direct hire placement services as described herein, and WHEREAS, Staffing Agency is willing to provide such services to Client on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **SCOPE OF SERVICES:** Staffing Agency shall provide direct hire placement services to Client, which shall include sourcing and screening candidates for employment opportunities as requested by Client.
2. **FEES:**
 - I. Client shall pay Staffing Agency a fee equal to 15.0 % of the candidate's first-year base salary for each successful placement made by Staffing Agency pursuant to this Agreement. Payment of the fee shall be due within thirty (30) days of the candidate's start date with Client.
 - II. CLIENT will be obligated to pay such fee if and only if a candidate is hired, directly or indirectly, for any position, by CLIENT, within One (1) Year after Staffing Agency referred the candidate to CLIENT. For the purpose of this agreement, the term "Referral" means any action or communication by Staffing Agency that provides Client with the identity of a candidate and references this Agreement.
 - III. CLIENT will not incur a fee if the candidate was already under active consideration in the last Six (6) Months for the position prior to the Referral. In such a case, the CLIENT shall notify the STAFFING AGENCY within five (5) business days of the candidate's submission, or prior to conducting any interview; whichever occurs first. Additionally, the CLIENT will show proof that said candidate is clearly active under the CLIENT's consideration through another channel such as Monster, Indeed, another agency, or CLIENT's internal hiring efforts. In such cases, no fee shall be payable to Staffing Agency.
3. **TERM:** This Agreement shall commence on the date set forth above and shall continue until terminated by either party upon 30 days' written notice.
4. **CONFIDENTIALITY:** Staffing Agency shall maintain the confidentiality of all information provided by Client in connection with this Agreement, including but not limited to job descriptions, salary information, and candidate information. Staffing Agency shall not disclose such information to any third party without Client's prior written consent. Referrals are on a confidential basis, and any breach of this confidentiality is strictly prohibited. Any

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referral of any individual originally referred by Staffing Agency to any third party will result in a service charge under the terms of this agreement.

5. **REPRESENTATIONS:** Staffing Agency represents and warrants that it has the necessary expertise and resources to perform the services described herein in a professional and competent manner. Client represents and warrants that it has the legal authority to enter into this Agreement and perform its obligations hereunder.
6. **LIMITATION OF LIABILITY:** Neither party shall be liable to the other for any special, indirect, or consequential damages arising out of or in connection with this Agreement, whether based on breach of contract, tort (including negligence), or otherwise, even if the other party has been advised of the possibility of such damages.
7. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties with respect to the subject matter hereof.
8. **WARRANTY:**
 1. If within 30 calendar days after a candidate's first day of employment with CLIENT, the candidate voluntarily resigns or CLIENT terminates the candidate's employment for any reason (other than a termination due to elimination of position, material change in job responsibility, or layoff or downsizing because of reorganization, merger, or acquisition) Staffing Agency shall refer a one-time replacement candidate acceptable to CLIENT without incurring additional fees.
 2. Provided Client shall inform the Staffing Agency of the candidate's discontinuation of employment within five (5) days.
 3. This warranty shall become void if Client fails to make timely payment of any pending fee as per clause 2.

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Gateway High School
3000 Gateway Campus Blvd, Monroeville, Pennsylvania
(PA), US, 15146

Name:
Title:
Signature:

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Title:
Signature: