

MASTER CLIENT SERVICE AGREEMENT

This Master Client Service Agreement (the "**Agreement**") is entered into as of [DATE] (the "**Effective Date**"), by and between **GOLA CONSULTING LLC** ("**Agency**") and [CLIENT NAME] ("**Client**").

1. SERVICES & SCOPE

Agency provides professional recruitment, candidate sourcing, and HR consulting services. This Agreement serves as the framework for two distinct service paths:

- **Contingent Recruitment:** Sourcing and screening candidates from Agency's high-value network.
- **Professional Services:** HR strategy, job scope development, onboarding, and general HR functions.

2. RECRUITMENT COMMISSIONS & "THE INTERVIEW TRIGGER"

2.1 The Trigger:

If Client, or any affiliate of Client, interviews and subsequently hires any candidate introduced or recommended by Agency (whether in person, via video, or telephone), Client acknowledges that Agency is the "effective cause" of the introduction.

2.2 Commission Rates:

- **Standard Rate:** Client shall pay a commission equal to **15%** of the hire's total first-year base salary pre-tax.
- **Extended Process Rate:** If Client requires **four (4) or more rounds of interviews** for a specific position, the commission shall increase to **20%** of the hire's first-year base salary.

2.3 Escrow & Release:

- Upon extending the hire accepting an offer, the full commission amount shall be deposited into an escrow account designated by the Agency.
- A late fee of \$50 per day is added to the commission amount for every day the escrow account remains unfunded.
- **The 6-Month Cliff:** Funds shall be automatically released from escrow to Agency after the hire has completed six (6) calendar months of continuous employment.

2.4. Candidate Redefinition & Process Adjustment

2.4.1. Mandatory Redefinition Meeting

If the Client interviews and subsequently rejects five (5) or more candidates introduced or recommended by the Agency for a single search within a ninety (90) day period, a mandatory "Candidate Redefinition Meeting" shall be scheduled by the Agency within five (5) business days of the fifth rejection. The purpose of this meeting is to collaboratively review and redefine the position requirements, candidate profile, and/or search strategy.

2.4.2. Retainer for Unclear Criteria

Should the Agency demonstrate, following the Redefinition Meeting, that the rejected candidates substantially met the written job requirements provided by the Client, or if the Client's rejection criteria are based on subjective or undefinable metrics (e.g., "cultural fit" or "personality") not outlined in the original job scope, the Agency reserves the right to convert the search to a Professional Service engagement. If this clause is utilized, to continue the Contingent Recruitment search under the revised criteria, the Client shall be required to pay the non-refundable **\$3,000** Professional Services Setup Retainer (as outlined in Section 4). This fee is intended to cover the Agency's time spent on redefining and continuing the search.

3. REFUNDS & TERMINATIONS

3.1 Performance Termination:

If the hire is terminated for documented performance issues against the job scope, or resigns voluntarily within the first six (6) months, the escrowed funds shall be returned to Client.

3.2 Non-Performance Termination:

If the hire is terminated within the first six (6) months due to internal budgeting, corporate restructuring, or any reason other than documented performance/cause, Agency retains the right to collect **50%** of the escrowed amount.

3.3 Pattern of Conduct:

Agency reserves the right to seek the full commission amount and legal fees if a pattern of bad-faith terminations is established.

4. PROFESSIONAL SERVICES (HR CONSULTING)

If Client requests services beyond candidate sourcing (e.g., strategy, onboarding):

- **Setup Retainer:** A non-refundable **\$3,000 upfront retainer** is required before services commence.
- **Hourly Rate:** Services are billed at **\$175 per hour**.

- **Capped Allowance:** Weekly billable hours are capped at **10 hours per week** (\$7,000 monthly maximum) unless otherwise authorized in writing.
- **Payment Terms:** Professional services are billed monthly. Payments not received within **10 business days** of the invoice date are subject to a **\$50 per day late fee**.

5. TERM AND TERMINATION

5.1 Duration:

The initial term is one (1) year.

5.2 Auto-Renewal:

This Agreement auto-renews at zero cost upon a "Yearly Strategy Touchbase" between Agency and Client.

5.3 Inactivity:

A period of **three (3) months without contact** or active job orders justifies the optional termination of this Agreement by the Agency.

5.4 Non-Exclusivity:

This is a non-exclusive agreement. Client may work with other recruiters or source candidates internally.

5.5. Termination for Convenience (Client)

Except as provided in Section 5.3 (Inactivity), if Client elects to terminate this Agreement prior to the expiration of the initial one (1) year term for any reason other than a material breach by the Agency, Client shall be required to pay a non-refundable Termination Fee equal to the Professional Services Setup Retainer (**\$3,000** as outlined in Section 4). This fee compensates the Agency for administrative and opportunity costs incurred up to the date of termination and is a prerequisite for a valid termination under this clause.

6. LIMITATION OF LIABILITY

Agency acts as a referral source and does not guarantee the future performance of any candidate. Agency shall not be liable for any damages, losses, or costs arising from a candidate's interview behavior, job performance, or any acts/omissions of the hire.

7. GOVERNING LAW

This Agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the **State of Texas**, with venue in **Collin County**.

SCHEDULE A: STATEMENT OF WORK (SOW)

Use this section to adjust specific numeric terms for each engagement.

1. POSITION DETAILS

- **Job Title:** _____
- **Estimated Annual Salary:** \$ _____
- **Anticipated Start Date:** _____

2. APPLICABLE FEES

- **Recruitment Commission:** ☐ 15% (Standard) ☐ 20% (4+ Interview Rounds)
- **Professional Services Requested:** ☐ YES ☐ NO
 - *If YES, Initial Retainer (\$3,000) Received on:* _____

3. SPECIAL STIPULATIONS

SIGNATURES

Agency: _____ **Date:** _____

Client: _____ **Date:** _____