

1. Referrals: By accepting this agreement, your organization (the “Company”) will from time to time receive referrals or introductions to prospective employee candidates (each, a “Candidate”) that have completed the Hackbright Academy engineering fellowship provided and administered by Sutter Studios, Inc., DBA “Hackbright Academy” (“Hackbright”). Referrals may be in the form of direct communication, invitations to Hackbright-sponsored events, participation in Hackbright mentorship or instructional opportunities, or other similar means of introduction (an “Introduction”).
2. Fee: Company agrees to pay Hackbright a fee of twenty percent (20%) of the annual salary for any Candidate who (A) has participated in a Hackbright Academy engineering fellowship at any time within the two (2) years prior to the employee’s date of hire, (B) Company met at a Hackbright event, or (C) has otherwise been the subject of an Introduction by Hackbright, and hired by Company within one (1) year after such introduction. This fee applies to any such Candidate notwithstanding any termination or expiration of this Agreement.
3. Guarantee: Hackbright will provide a ninety (90) day guarantee for the period immediately following each Candidate’s start date for which a fee has been paid under this agreement. The guarantee is as follows: if a Candidate resigns or is terminated for cause within the guarantee period, Hackbright will give Company the opportunity to hire any other Hackbright student under similar terms without payment of any additional fee. In the event of any resignation or termination of a Candidate, Company will provide written notice to Hackbright in writing within seven (7) days of such event. Failure to provide timely notice will void the guarantee. Hackbright Academy makes no guarantees regarding students’ skills or performance on the job.
4. Payment: The placement fee under this agreement is earned on the first day of a placed Candidate’s employment (start date) whether or not an invoice has been delivered to Company. Payment is due within thirty (30) days after the placed Candidate’s start date. If payment is not received within thirty (30) days from the Candidate’s start date, Company agrees to pay Hackbright interest on the outstanding amount at the rate of 1% of the outstanding balance per month, and in addition, the above guarantee will be void.
5. Submission/Representation of Resumes/Summaries: Hackbright may from time to time submit resumes/summaries of qualified Candidates to hiring contacts provided to Hackbright via email. If Company is aware of any such candidate from any other source prior to the Hackbright submission, Company will notify Hackbright within three (3) days. If Company has been introduced to a Candidate by another source, but that other introduction occurred more than (1) year prior to the Hackbright Introduction, then the Candidate introduced by Hackbright will be considered a Hackbright introduction.
6. Confidentiality: Company agrees that the identity and resume of any candidate submitted by Hackbright is confidential proprietary business information of Hackbright and will not disclose this information to any third parties.
7. Additional miscellaneous items: Candidates will be Introduced to Company by Hackbright without regard to race, national origin, sex, age, physical disability or medical condition. In the event of any legal action or proceeding arising out of a dispute, the prevailing party shall be entitled to recover all related

expenses incurred while pursuing its rights under this agreement, including attorney's fees. Any modification of this agreement must be agreed to in writing by both parties. Company agrees that the person accepting this agreement on behalf of Company has the power and authority to bind Company to this agreement. This agreement is the entire agreement between Company and Hackbright, and supersedes any prior agreements between Company and Hackbright with respect to the subject matter of this agreement.

Accepted and Agreed on behalf of Company:

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Signature

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Print Name

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Title

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Company Name

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Date Signed