



Agreement # HBE-496

Executive Search and Recruiting Services

This Agreement is made and entered into by and between the Washington Health Benefit Exchange, hereinafter referred to as "WAHBE", located at 810 Jefferson Street SE, Olympia WA 98501, and V Group Inc., hereinafter referred to as "Contractor" located at 379 Princeton-Hightstown Rd Building 3, Suite 2A Cranbury, NJ 08512.

Agreement Purpose

To provide WAHBE with qualified full-time candidates ("Candidates") for positions identified by WAHBE in writing (email acceptable) and for which WAHBE specifically requests that Contractor provide.

WAHBE's Obligations

WAHBE shall provide Contractor with a written job description for each position which WAHBE wants Contractor to fill. The job description should include the essential functions of the job as well as the qualifications needed for the position in terms of education, experience and/or specific skills.

Contractor's Obligations

WAHBE is an equal opportunity employer and does not discriminate on the basis of race, color, gender, religion, age, sexual orientation, national or ethnic origin, disability, marital status, veteran status, or any other occupationally irrelevant criteria. In addition, we promote affirmative action for minorities, women, disabled persons, and veterans. To that end, Contractor shall identify, and pre- screen candidates based on the skill and job requirements outlined in the written job description and compensation ranges provided by WAHBE, refer Candidates and resumes on to the designated WAHBE Staffing Partner, and assist in the coordination of interview scheduling and interview process as needed through completion of the assignment.

In addition, Contractor shall provide only Candidates that have current legal authorization to work in the United States.

Term of Agreement

The term of this Agreement will begin on the date signed by both parties and will continue for one (1) year.

Non-Exclusivity

This Agreement is a non-exclusive agreement which means that WAHBE may use other Contractors and that Contractor may present its candidate to other clients or customers.

Placement Fee Percentage; Presentation

WAHBE has no obligation to pay any monies to Contractor unless Contractor, at the written request of WAHBE, presents to WAHBE a Candidate who WAHBE, in its sole discretion, hires as a permanent full-time employee.

If WAHBE hires a Candidate presented by Contractor for any such full-time permanent position within twelve months of being presented (as defined below), WAHBE's sole obligation to Contractor shall be to pay to Contractor **12 percent (%)** (the "Placement Fee Percentage") of Candidate's first year base salary (exclusive of any annual bonus, sign-on bonus and/or relocation costs).

"Presentation" will be deemed to have occurred if Contractor has pre-screened a Candidate as set forth above and has thereafter provided WAHBE with such a Candidate's resume by e-mail or other mutually agreed means.

Invoicing and Payment

Contractor will invoice WAHBE for Placement Fees no sooner Candidate's start date and no later than the following month. Contractor will reference Agreement # **HBE-496** on all invoices.

Contractor will complete and submit both an IRS form W-9, Request for Taxpayer Identification Number and Certification and an ACH Enrollment Form to WAHBE at finance@wahbexchange.org, with or before Contractor's first invoice.

WAHBE will make payment to Contractor within thirty (30) days of receiving Contractor's invoice and applicable forms.

Guaranty by Contractor

Contractor guarantees Candidate for the first **60** calendar days as follows: If Candidate resigns for any reason or is terminated for cause (including, without limitation, poor performance or lack of qualifications) during the first **60** of Employment, Contractor will replace the Candidate at no additional cost provided that the job description has not materially changed.

Warranty of Contractor

Contractor warrants and represents that, prior to presenting any Candidate, it will have completed a "pre-screening" of the Candidate as defined above and that the Candidate is, in Contractor's professional opinion, qualified for the position which WAHBE has asked Contractor to fill.

Non-Solicitation

During the term of this Agreement and for one year thereafter, Contractor agrees not to recruit, attempt to recruit and or solicit for hire any individual employed by WAHBE.

Conflict of Interest

Contractor agrees that if an actual or potential conflict of interest arises after the date of this Agreement, Contractor shall immediately make a full disclosure in writing to WAHBE of all relevant facts and circumstances. This disclosure shall include a description of actions taken by Contractor to resolve the conflict of interest. WAHBE reserves the right, when a conflict of interest arises, to immediately terminate the Agreement.

Conformance & Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the exclusive venue of any action brought hereunder shall be in the Superior Court for Thurston County.

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.


Incorporation and Acceptance

By the parties' signatures below, both Contractor and WAHBE acknowledge and agree that the terms of this Agreement are acceptable and represent all the terms and conditions that bind the parties.

The persons signing below warrant that they have the authority to execute the Agreement.

V GROUP INC.

WASHINGTON HEALTH BENEFIT EXCHANGE

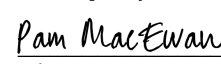
DocuSigned by:


 Signature
 Monika Rohila

 Full Name
 UBI No. 602555229

8/5/2021

 Date
 Manager - IT

DocuSigned by:


 Signature
 Pam MacEwan

 Full Name
 CEO

8/5/2021

 Date
 IT Consultant Services