

RaaS BenchBuilder Agreement

This Statement of Work (SOW) agreement is between **Field of Talent LLC** (“Company”) and (“Customer”) and is effective as of the date of signature below.

This agreement is subject to the terms and conditions contained in the Master Services Agreement (“MSA”) and Mutual Non-Disclosure Agreement (“NDA”) between the parties, which are made a part thereof. Any term in this agreement not otherwise defined herein shall have the meaning specified in the MSA.

Section I. Scope of Work, Fees, Expenses

Level: Bench Builder

Field of Talent will be your talent acquisition partner to help you find, source, and recruit qualified candidates for your positions.

Term: * **New Customers:** Start with a 90-day trial/pilot.

- **Annual Term:** After the 90-day trial/pilot, the term is for one (1) year. Unless notified otherwise, the agreement will renew for an additional year.

Flexibility: * Customer can scale up or back with 30 days’ written notice.

- Customer can pause or stop by providing 60 days’ written notice during a 90-day trial period.
- Customer can pause or stop with 60 days’ written notice during a 12-month term.
- Scaling back or stopping will become effective at the end of the notice period; all monthly fees remain due during any notice period.

Anticipated Start: Commences with a Kickoff Meeting.

Target Positions: To be determined at or after the kickoff meeting and documented on the Strategic Talent Plan document. Advertising budget is included.

Understanding of Exclusivity: To ensure the most effective results and maximize the value of our services, it is understood that Field of Talent will serve as the exclusive recruitment partner for this engagement. This includes advertising and job postings for the roles assigned to Field of Talent. If Field of Talent is managing your ads (sponsored and/or organic postings), the Customer shall not post for the same job(s) at the same time. Doing so may dilute results, cause redundant ad spending, and create a suboptimal candidate experience.

Payments to Company

Customer agrees to automatic recurring purchases processed against either a credit card or bank account (ACH) on file with Field of Talent, with the first payment due on the Effective Date. If any automatic payment fails, Customer must remedy the payment within 7 days of

notice. Field of Talent may suspend services if payment is not received within 15 days of its due date and may apply a late payment charge of the lesser of 1.5% per month or the maximum rate permitted by law.

Getting Started

Upon acceptance of this agreement, the Company shall reach out to the Customer to schedule a kickoff date for Services. Services shall be deemed ongoing for the duration of the Term as specified in the Scope of Work.

Company Representations

Company represents, warrants, and covenants that all Services to be performed under this agreement shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, in accordance with industry standards.

Master Services Agreement (MSA)

THIS MASTER SERVICES AGREEMENT is made by and between **Field of Talent, LLC** (the “Company”), a Company duly registered under the laws of Indiana, and _____ (the “Customer”).

WHEREAS: The Company provides Strategic Recruitment and Talent Acquisition Services, including Recruitment as a Service (RaaS), staffing, and talent strategy planning.

WHEREAS: The Customer desires to engage the Company to provide said services under the terms set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- **1.1 “Territory”** shall mean the world.
- **1.2 “Candidate”** shall mean any applicant presented by the Company.
- **1.3 “Consultant”** shall mean an employee or contractor of Company that performs the services.
- **1.4 “Presentation”** shall mean the submission in writing of the Candidate’s particulars to the Customer.
- **1.5 “Sign On”** shall mean the execution of an employment or consultancy agreement between the Customer and the Candidate.
- **1.6 “Another Agent”** shall mean any person representing the Candidate with or without instruction from the Candidate.

2. PROVISION OF INFORMATION

To enable effective recruitment, the Customer will promptly provide:

- An executive summary of the Customer's operations.
- Detailed descriptions of Positions (salary, benefits, etc.).
- Access to a company email address/signature for branding purposes.

3. OBLIGATIONS OF THE COMPANY

The Company will use its best endeavors to locate, screen, and present suitable Candidates. Specialized tests (e.g., drug-testing, background checks) are to be performed or paid for by the Customer unless otherwise agreed.

4. FEES & EXPENSES

- **4.1 Fees:** Customer agrees to pay the rates determined in the SOW. Invoices are due within 30 days of receipt.
- **4.2 Out of Pocket Expenses:** Customer shall reimburse Company for reasonable, pre-approved costs and expenses incurred during the operation of this Agreement.

5. DURATION AND TERMINATION

This Agreement remains in effect until:

- **5.1** Failure of Customer to pay fees within 60 days of the due date.
- **5.2** Provision of 60 days' written notice by either Party (subject to the specific notice periods in the SOW).
- **5.3** Immediate notice of a material breach.

6. WARRANTIES AND INDEMNITIES

The Customer accepts that the Company is not liable for losses arising out of candidate misrepresentation or any loss caused by the Candidate's actions while under employment by the Customer.

7. CONFIDENTIALITY

Both parties agree to keep Candidate details, salary information, and proprietary company data confidential. These obligations (Clauses 7.1–7.3) apply indefinitely notwithstanding the termination of this Agreement.

8. NON-SOLICITATION

During the term of this Agreement, neither party shall solicit the employees, contractors, or consultants of the other party without prior written approval.

9. GOVERNING LAW

This Agreement is governed by the laws of the State of **Indiana**. Any disputes shall be submitted to binding arbitration before a single arbitrator.

SIGNATURES

FIELD OF TALENT, LLC By: */s/ David Anderson*

Printed: David Anderson

Title: Founder & CEO

Your Legal Name

Your Email Address

Sign Here: