



7 EAGLE
GROUP



CONTINGENCY SERVICES AGREEMENT

Win the war for top military-trained talent!

- ✓ No risk to start a search -- Placement Fee due only if YOU hire!
- ✓ *It's a smart business decision and a patriotic act to hire our country's heroes.*
- ✓ *Veterans have grit, determination, and "can-do" attitudes -- they get the job done!*



Questions? Jordie Kern - JK@7Eagle.com - 914-469-9875

CONTINGENCY SERVICES AGREEMENT

7 EAGLE GROUP (7EG) & LATENT AI (LATENT)

CAREER TRANSITION PROGRAM

OVERVIEW

- This is an opportunity for Active Duty Service members to gain valuable civilian work experience during the last 180 days of service. [More info](#)
- The government — not LATENT — will pay the Service Member's salary and medical benefits.
- The Service Member will work 40 hours/week for an estimated 6 months (exact duration depends on the candidate's Commanding Officer).
- LATENT will manage and supervise the Service Member throughout the program.
- The Department of Defense calls this program, "Skillbridge. " Details: <https://skillbridge.osd.mil/>

7EG RESPONSIBILITIES

- Handle all government reporting and paperwork on LATENT's behalf.
- Coordinate onboarding.
- Check in with the Service Member every other week to make sure he/she is achieving LATENT's expectations. Communicate any issues to LATENT's management immediately.
- Provide free online courses at www.RangeForce.com if LATENT would like to incorporate any cyber security training classes for the Service Member.

LATENT RESPONSIBILITIES

- Provide 7EG an outline of the training curriculum.
- Manage the Program and ensure it features a variety of interesting projects and delivers enormous value for LATENT.
- Interview each Service Member upon completion of the program for a full-time position at LATENT; however, there is no obligation for LATENT to hire.
- If Service Member is not offered a full-time position, LATENT agrees to help promote him/her to other employers by providing industry introductions, references, career guidance, etc.
- Collaborate with 7EG's Director, Military & Veterans Affairs, Dave Wallace, twice a month to provide feedback and report performance issues.
- Manage and treat Service Member as a regular LATENT employee — no special treatment!

Placement Fee

- LATENT agrees to pay 7EG a Placement Fee of \$423/week not to exceed \$10,998 for each Service Member (26 weeks x \$423).
- This Fee covers sourcing, coordinating between Service Member and his/her respective Command during the program, completing all required DoD paperwork, collaborating with LATENT to develop the training program, onboarding Service Member, and monitoring performance.
- Fee is only paid if the Service Member is still working with LATENT....For example: if for any reason a Service Member stops working after Week 7, only \$2,961 is due (7 weeks x \$423).
- If Service Member is hired full-time by LATENT, a Conversion Fee is due to 7EG of \$10,998 minus any weekly Placement Fees already made.
- For example, if the Service Member worked for 10 weeks and then converted to a W2 Employee, a total of \$10,998 is due – \$4,230 for the initial 10 weekly payments and a balance of \$6,770 for the Conversion Fee.

PAYMENT SCHEDULE PER SERVICE MEMBER

- Placement Fees are billed monthly at the end of every 30 days.
- Conversion Fees are billed in full on the new W2 Employee's Day 7.

Most employers can expect to receive a \$5,600 Federal Tax Credit for hiring a Service Member as a W2 Employee.

Terms

To the maximum extent permitted by law, 7EG will defend, indemnify, and hold LATENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by 7EG's breach of this Agreement; its failure to discharge its duties and responsibilities set forth; or the gross negligence, or willful misconduct of 7EG or 7EG officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, LATENT will defend, indemnify, and hold 7EG and its parent, sub- sidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by LATENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth; or the negligence, gross negligence, or willful misconduct of LATENT or LATENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

All warranties, conditions, representations, indemnities and guarantees, whether express or implied, arising by law, custom, prior oral or written by 7EG or otherwise (including, but not limited to, any warranty of merchant ability or fitness for particular purpose) are hereby over- ridden, excluded and disclaimed. 7EG makes no assurance as to the results of its services, and 7EG is to be paid for services rendered irrespective of the results of such services.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within two (2) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

LATENT accepts that 7EG is not liable for Candidate (and agrees to hold him/her harmless for) any losses arising out of:

Any deception, misrepresentation, fraud or fraudulent statement by the Candidate howsoever made.

Any loss howsoever arising caused by the Candidate acting under employment to LATENT including losses due to negligence or gross-misconduct.

Any loss caused by the Candidate failing to take up employment as agreed.

The agreement shall be governed by Massachusetts law. Venue for any civil action related to this Agreement will be in a Court of competent jurisdiction in Massachusetts. The parties to this Agreement hereby consent to personal jurisdiction by said Court and hereby waive their respective rights to a trial by jury.

The non-prevailing party shall pay all the prevailing party's costs, expenses and fees including reasonable attorney's fees and other costs and expenses incurred in connection with the prosecution or defense of such.

Authorization

For:

7 EAGLE GROUP

Jordie Kern
Founder

39 Linden Ridge Road
Amherst, MA. 01002

Signature _____

Date _____

For:

LATENT AI

Name _____

Signature _____

Date _____

NEXT STEPS

Let's schedule a 15-minute Needs Analysis Call so we can learn more about your ideal candidate and introduce you to our Recruiting Manager.

When is a good time for your 15-minute Needs Analysis Call? The sooner you can schedule this the better. We'll send you a Calendar Invite.

Date & Time: _____

Also, if you have a Job Description handy, please upload it here. If not, no sweat. We can get the requirements from you later.