

Staffing Services Terms

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AVAILABILITY NOTICE: These Staffing Services Terms are provided upon client request only and are not publicly displayed on the Company website. Full terms are executed as part of a written Staffing Services Agreement prior to commencement of any placement engagement. To request a copy or initiate a staffing engagement, contact: legal@horizonavanti.com

1. Scope of Staffing Services

Horizon Avanti Intelligence LLC ('Agency') provides staffing and workforce solutions connecting qualified candidates with client businesses. Services include:

- Temporary staffing placements
- Contract-to-hire arrangements
- Direct hire / permanent placement
- Administrative and office support staffing
- Technology and IT staffing
- Business consulting personnel placement

2. Client Responsibilities

The client agrees to:

- Provide accurate and complete job descriptions and requirements
- Maintain a safe working environment compliant with OSHA and applicable standards
- Notify the Agency immediately of any workplace issues involving placed candidates
- Not directly hire a candidate placed by the Agency during the engagement or within 12 months after without paying the applicable conversion fee
- Comply with all applicable federal, state, and local employment laws

3. Worker Classification

Horizon Avanti Intelligence LLC operates in compliance with the New Jersey ABC Test for worker classification (N.J.S.A. 43:21-19(i)(6)(A)(B)(C)) and applicable federal standards.

Workers placed by the Agency may be classified as W-2 employees of the Agency or as independent contractors (1099), depending on the nature of the engagement and applicable legal requirements.

Classification is determined on a case-by-case basis and will be clearly stated in the applicable placement agreement.

Misclassification of workers is illegal under NJ law. Clients may not instruct the Agency to reclassify workers in a manner inconsistent with applicable law.

4. Fees and Payment Terms

Fee structures vary by placement type and are outlined in the executed Staffing Services Agreement. General structure:

- Temporary placements: Billed hourly at agreed markup rates
- Contract-to-hire: Hourly during contract period; conversion fee applies upon direct hire
- Direct hire / permanent placement: One-time placement fee (percentage of first-year salary)
- Invoices are due Net 30 from date of invoice unless otherwise agreed
- Late payments may incur interest at 1.5% per month on outstanding balances

5. Replacement Guarantee

If a placed candidate leaves or is terminated within 30 days of start date (for direct hire placements), the Agency will make one replacement search at no additional placement fee, provided the client has met all payment obligations and the departure was not caused by the client's actions.

6. Non-Solicitation

The client agrees not to directly or indirectly solicit, recruit, or hire any candidate introduced by the Agency for a period of 12 months following the end of any placement, without paying the applicable direct hire conversion fee as outlined in the Staffing Services Agreement.

7. Equal Employment Opportunity

Horizon Avanti Intelligence LLC is an equal opportunity staffing provider. All candidate referrals and placements are made without regard to race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity, or any other characteristic protected by applicable federal, state, or local law.

Clients may not request placements based on any protected characteristic. Such requests will be refused and documented.

8. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information, candidate data, and business information shared during the course of the staffing relationship. This obligation survives the termination of any staffing agreement.

9. Governing Law

These terms are governed by the laws of the State of Wyoming. For New Jersey-based engagements, applicable NJ employment and labor laws apply and take precedence where required by law. Disputes are subject to binding arbitration as described in the main Terms of Service.

10. How to Request Full Agreement

To receive a complete Staffing Services Agreement for execution, or to begin a staffing engagement, please contact:

Email: info@h-intelli.com

Website: www.h-intelli.com

We will respond within 2 business days with the full agreement and next steps.