

ORS Partners, LLC

Terms & Conditions

Late Payment

Payments received after their due date are subject to a 1.5% per month interest charge, or the highest interest rate allowable under current law.

Travel and Accommodations

Client will be responsible for reasonable travel and accommodations costs when necessary for ORS consultants assigned to the project with appropriate prior approval from Client. If any ORS consultant must travel in excess of 20 miles to attend a meeting at Client's request, Client will reimburse ORS for the mileage at the current IRS mileage rate.

Business Expenses

Client will reimburse ORS for necessary reasonable business expenses when the Recruitment Consultant is performing work on Client's behalf. ORS business expenses will always require prior notice to and authorization from Client leadership.

Non-Solicitation

ORS strongly discourages Client from soliciting/hiring ORS team members. If, however, you choose to do so, you must contact ORS for written permission prior to contacting the team members. The fee for hiring any ORS team member shall be 100% of the team member's first year annual compensation.

Indemnification

Each party shall indemnify and defend the other, its officers, employees and agents against any and all third-party claims arising from wrongful acts or omissions by it, its officers, employees or agents in the course of performance of its obligations under this Agreement and its hiring practices.

Confidentiality

During the engagement with Client, ORS may be exposed to Confidential Information. The term "Confidential Information" means all confidential financial, business, personnel, and other proprietary information of Client. ORS agrees that they will not disclose any Confidential Information to any person except other employees or agents of Client who need to know the Confidential Information in order to perform their work for Client, ORS will not use Confidential Information for any purpose other than to work for Client; ORS will safeguard the Confidential Information by taking all precautions that Client requires and those that ORS would take to safeguard its own proprietary information.

Sales Tax

ORS collects Pennsylvania Sales Tax on services deemed taxable by the Commonwealth. Client is responsible for any sales / use or other tax that may apply to this engagement. ORS will calculate the appropriate tax amount during each billing cycle, detailed as a separate line item on each invoice.

General

Except as set forth above, neither party shall be liable to the other for indirect, incidental or consequential damages in connection with or arising out of this Agreement, including lost profits, even if advised of the possibility of such damages in advance.

The validity, construction and performance of this Agreement will be governed by the substantive law of the Commonwealth of Pennsylvania without regard to the conflicts of law provisions thereof.

These Terms and Conditions are considered an addendum to the Client Proposal or Agreement that you executed and together they encompass the complete agreement between the parties. In the event of any conflicting terms between the two documents, this document will prevail.