

Randstad Technologies, LP
Master Direct Hire Services Agreement

This Master Direct Hire Services Agreement (the "**Agreement**"), dated as of 02/23/2016 (the "**Effective Date**"), is by and between **Randstad Technologies, LP**, a Delaware limited partnership with its principal place of business located at 150 Presidential Way, 3rd Floor, Woburn, MA 01801 ("**Agency**"), and **Florida Housing Finance Corporation**, a type of company with its principal place of business located at 227 N. Bronough Street, Suite 5000, Tallahassee, FL 32301 ("**Customer**"). Each of Agency and Customer may individually be referred to as a "**Party**" and, collectively, as the "**Parties**."

RECITALS

A. Agency is in the business of providing direct hire services in the areas of information technology.

B. Customer is seeking to utilize such direct hire services to identify candidates for employment with Customer or its subsidiaries and/or affiliates.

C. Customer and Agency are executing this Agreement to set forth the terms and conditions upon which Agency shall provide Customer with direct hire services.

In consideration of the mutual promises, covenants, warranties and representations contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows as of the Effective Date:

1. LISTING

1.1 Listing. From time to time Customer may request that Agency recruit candidates to be considered for employment with Customer or its subsidiaries or affiliates. Each such request shall be called a "**Listing**."

1.2 Expiration of Listing. Each Listing shall expire on the earliest to occur of (a) the termination of the Agreement; (b) the cancellation of the Listing by the Customer; or (c) the employment of a candidate from any source to fill the opening. Customer shall promptly notify Agency in writing of the expiration of each Listing due to cancellation or filling of the opening.

2. PLACEMENT

2.1 Referral. Any candidate referred to Customer by Agency in connection with a Listing shall be considered a "**Referral**". If Customer has previously received such candidate's name and/or resume from another source, Customer shall so notify Agency in writing within 48 hours from the time Agency submitted the candidate to Customer (a "**Timely Rejection Notice**"), which notice shall include documentation of such prior knowledge of the candidate. Such candidate will not be considered a "Referral."

2.2 Placed Employee. A Referral shall become a "**Placed Employee**" if Customer or its subsidiaries or affiliates hires said Referral, whether for the Listing or any other position with the Customer or its subsidiaries or affiliates, at any time during the 12-month period following the later to occur of (i) the date on which Agency referred said Referral or (ii) the date on which the Customer last interviewed said Referral in connection with a Listing.

3. PLACEMENT FEE

3.1 Fee Amount. Customer shall pay Agency a fee for each Placed Employee in accordance with Exhibit A.

3.2 Fee Due. Absent a Timely Rejection Notice from the Customer, the Placement Fee (as defined in Exhibit A) shall be due to Agency regardless of whether the candidate was previously known to the Customer, or subsequently made known to the Customer from another source, whether from an internet job board, referral from another agency, direct submission from the candidate or otherwise.

4. FEE PAYMENT AND AGENCY GUARANTEE

4.1 Invoice. Agency shall present Customer with an invoice after the first day of a Placed Employee's employment. Customer agrees and understands that payment is due upon receipt of the invoice. Agency shall invoice Customer for, and Customer shall pay to Agency for further remittance to the appropriate taxing authorities, any sales or use taxes applicable to the services. If Customer claims that it is exempt from any such sales or use taxes, then Customer must provide Agency with an exemption certificate satisfactory to Agency.

4.2 Guarantee. If a Placed Employee resigns or is terminated by Customer (provided that the resignation or termination is not the result of, or in connection with a reduction-in-force, lay-off, down-sizing, reorganization, acquisition, merger, Customer exiting a particular line of business, material change in role, material change in resource allocations, change in reporting relationship, illness or death) within 90 days of the Placed Employee's employment start date, then upon written notification of such resignation or termination, at Customer's discretion, and only if Customer paid the Placement Fee, Agency will either refill the position for no additional fee or issue a prorated refund as follows:

Refund Percentage	Length of Employment
100%	First 30 Calendar Days
66%	31-60 Calendar Days
33%	61-90 Calendar Days
0%	90+ Calendar Days

In the event the invoice is not paid within terms, the above stated guarantee is void.

5. CONFIDENTIALITY

5.1 Obligation. The Agency agrees and understands that all information, marked as confidential or that would be reasonably understood under the circumstances to be confidential given the totality of the circumstances, which Customer provides to Agency in connection with this Agreement, is confidential and shall not be disclosed by Agency, except to the extent required to fulfill Agency's obligations in connection with this Agreement or to the extent required by applicable law.

5.2 Expiration. Agency's confidentiality obligations hereunder shall survive for a period of one year after termination of this Agreement.

6. TERM; TERMINATION

6.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided herein. Upon termination of this Agreement, all outstanding Listings shall also terminate as of such effective date. Either Party may terminate this Agreement upon 30 days' prior written notice to the other Party.

6.2 Continuing Obligations. Notwithstanding the termination of this Agreement, (i) Customer shall remain obligated to pay Agency any fee otherwise payable under this Agreement for any Referral referred prior to such termination and (ii) Agency shall remain obligated to honor the guarantee for any Referral that becomes a Placed Employee in connection with this Agreement; provided that, Agency shall only be obligated to honor the guarantee if Customer paid the associated Placement Fee.

7. DISCLAIMER OF WARRANTIES

Except with respect to a Placed Employee during their first 90 days of employment with Customer, Agency makes no warranty, express or implied, as to a Placed Employee's performance or fitness for employment, and, with respect to a Placed Employee during their first 30 days of employment with Customer, the remedies set forth in Section 4.2 above shall be the sole and exclusive remedy available to Customer with respect to the fitness or performance of such Placed Employees.

8. LIMITATION OF LIABILITY

8.1 Amount. Each Party's total liability under this Agreement shall be limited to the amount of the Placement Fee for the individual Placed Employee giving rise to a claim, or, in the event an individual Placed Employee did not give rise to the claim, the amount of the Placement Fee for the last individual Placed Employee placed under this Agreement.

8.2 Types of Liability. In no event shall either Party be liable for any lost profits or special, consequential, incidental, exemplary, indirect or punitive damages arising out of this Agreement, whether based upon breach of contract, tort (including negligence), or otherwise, and whether or not the Party has been advised of the possibility of such damage.

9. MISCELLANEOUS

9.1 Governing Law. This Agreement will be governed by the laws of the State of Florida without reference to choice of law rules.

9.2 Notices. All notices or demands in connection with this Agreement given or made upon either Party shall be in writing and sent to that Party at the address set forth on the signature page of this Agreement, as modified from time to time by written notice in accordance with this paragraph.


9.3 Entire Agreement. This Agreement contains all of the terms and conditions of the agreement between Customer and Agency regarding the subject matter of this Agreement, and there are no representations or understandings between them except as are contained in this Agreement. This Agreement may be changed only in a writing signed by Customer and Agency. No waiver of any part of this Agreement is valid unless in writing signed by both Parties, and no waiver on one occasion is deemed a waiver on any other occasion unless expressly stated in the written waiver. This Agreement shall inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and permitted assigns. Agency shall be entitled (without the consent of Customer) to transfer this Agreement and/or assign its obligations, rights and benefits, in whole or in part, in this Agreement to a third party. This Agreement shall not be assigned in whole or in part by Customer without the Agency's prior written consent.

9.4 Signatures. A signature of a Party to this Agreement transmitted by facsimile and/or electronically shall for all purposes constitute an original signature. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

9.5 Equal Employment. Customer is an Equal Opportunity Employer, and Customer hires the best qualified candidate for a particular position without regard to race, creed, color, national origin, religion, sex, age, marital status, sexual orientation, citizenship status, physical disability or veteran status. Agency's understanding of, and agreement with, this policy statement is acknowledged by its execution of this Agreement. Furthermore, Agency agrees to abide by all applicable federal, state and local regulations, laws, statutes and ordinances in connection with its performance of the direct hire services under this Agreement.

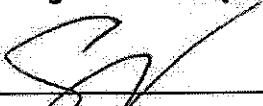
IN WITNESS WHEREOF, the undersigned parties have executed this Master Direct Hire Services Agreement as of the date first written above.

RANDSTAD TECHNOLOGIES, LP

By: 
Name: BRIAN C. DUNCAN
Title: AREA MANAGING DIRECTOR

Address:
Randstad Technologies, LP
114 East 5th Ave
Tallahassee, FL 32303
Attn: SSG

Florida Housing Finance Corporation

By: 
Name: Stephen P. Auger
Title: Executive Director

Address:
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301
Attn: David Hearn

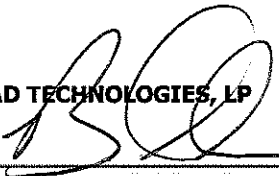
Exhibit A

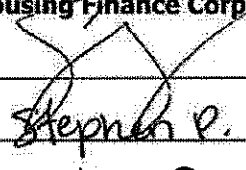
Placement Fee

This Exhibit A, effective as of 02/23/2016 (the "**Effective Date**"), is made by and between **Randstad Technologies, LP** ("**Agency**") and **Florida Housing Finance Corporation** ("**Customer**"), pursuant to the Master Services Agreement dated as of 02/23/2016 (the "**Agreement**"). This document sets forth the details about the placement of certain Talent under the Agreement.

The fee for a Placed Employee shall be equal to the product obtained by multiplying the "applicable rate" (set forth in the table below) for the Placed Employee times the Placed Employee's first year guaranteed earnings (the "**Placement Fee**"). The term "**first year guaranteed earnings**" means base salary plus any guaranteed bonuses (including sign-on bonuses).

Applicable Rate	
\$15,000 flat fee	

RANDSTAD TECHNOLOGIES, LP
By: 
Name: BRIAN C. DUNCAN
Title: AREA MANAGER DIRECTOR

Florida Housing Finance Corporation
By: 
Name: Stephen P. Auger
Title: Executive Director

Address:
Randstad Technologies
114 East 5th Ave
Tallahassee, FL 32303
Attn: SSG

Address:
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301
Attn: David Hearn