Contingency Placement Fee Agreement w/SOW

THIS RECRUITER AGREEMENT ("Agreement") is entered into on the **Effective Date** by and between **Your Client's Name, Inc**., a **Your State** corporation, having a place of business at **Your Client's Address, City, State Zip Code** ("Company") and _____Your **Company, LLC**, having a place of business at **Your Address, Suite 000, City, State Zip Code** ("Recruiter"). In consideration therefore, Recruiter and Company agree as follows:

1. **Services.** Recruiter will provide the following services ("**Services**"): Recruiter will source, recruit and refer qualified candidates for the position set forth in the applicable Statement of Work ("SOW") attached here to as Exhibit A ("**Candidate(s)**"). The Candidate must not have been actively considered by the Company for an open position within 180 days prior to Recruiter submission. All Services provided hereunder shall be available to all Your Client's Name affiliated companies.

2. **Recruiting Responsibilities and Expenses.** Recruiter shall bear its own expenses for locating and recruiting Candidates acceptable to Company. Recruiter shall locate, screen, and make preliminary reference on Candidates according to Company's requirements.

3. **Compensation.** Company agrees to pay to Recruiter a fee ("**Fee**") as follows of the selected Candidate's starting annual base salary, unless otherwise specified in the applicable SOW:

1st placement – 17.5%
Placement #2-#4 = 18%
Placement #5 and forward – to be mutually determined based on volume

Fees hereunder shall not exceed the amount set forth in this paragraph or the applicable SOW without express written authorization from the Company. Recruiter will submit an invoice to Company for each selected Candidate on an individual basis once that Candidate has accepted an offer of employment by Company and an actual employment start date has been established. Company will make payment of the undisputed, invoiced Fee within thirty (30) days of the Candidate's start date.

4. **Guarantee.** Recruiter will provide Company a ninety (90) day guarantee on all Candidates presented by Recruiter and hired by Company to ensure that the

selected Candidate has the requisite skills, knowledge, experience and qualifications. Company shall pay no Fee (or shall have the Fee refunded in full if already paid) for the referral of a Candidate whose employment with the Company terminates for any reason within ninety (90) days after the Candidate's start date. Recruiter will have 30 days to find a replacement for the position and if is unable to do so, will issue full refund as applicable.

5. **Company's Confidential Information.** Recruiter will not, during or subsequent to the term of this Agreement, use Company's Confidential Information (as defined below) for any purpose whatsoever or disclose Company's Confidential Information to any third party, except as necessary for the provision of the Services. It is understood and agreed that the Confidential Information shall remain the sole property of Company. Recruiter further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. For the purposes of this Agreement, "Confidential Information" means any of Company's proprietary information, job descriptions, salary data, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, customer data, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware and software configuration information, user interfaces, graphical designs, marketing, financial or other business information disclosed by Company either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment and shall also include all work product produced by Recruiter in performing the Services.

"Confidential Information" does not include information which (i) was known to Recruiter prior to the time of disclosure by Company as evidenced by written records of Recruiter; (ii) has become publicly known and made generally available through no wrongful act of Recruiter; or (iii) has been rightfully received by Recruiter from a third party who is authorized to make such disclosure. Recruiter will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Recruiter has entered into this arrangement with Company, without Company's prior written approval.

6. **No Solicitation.** During the term of this Agreement and for a period of six (6) months following the termination of this Agreement, Recruiter and its employees and/or agents will not directly or indirectly attempt to call on, solicit or take away employees of Company for Recruiter's own benefit or for the benefit of any other entity or individual.

7. **Non-discrimination.** Recruiter agrees during the term of this Agreement to comply with all applicable federal, state and local laws, regulations and executive orders relating to equal employment opportunity for all persons without regard to

race, color, religion, sex, national origin, age, disability, or any other category protected by applicable law. Recruiter agrees to comply with and support Company's equal employment opportunity and affirmative action policies and efforts. To that end, Recruiter will make every effort to refer qualified diversity candidates to Company. Recruiter further agrees to maintain appropriate demographic data related to all applicants for Company recruitment requests in order to ensure compliance with Executive Order 11246 and related federal and state laws. Recruiter will promptly provide Company with all necessary information if verification of these efforts is ever required by any government or regulatory agency.

8. **Non-exclusivity.** Recruiter agrees and understands that this Agreement and the Services to be provided by Recruiter are not exclusive to Recruiter, and Company has the right to conduct its own search, engage other employment agencies, recruiters and/or third parties both during and after the termination of this Agreement.

9. **Term.** This Agreement is effective upon execution by both parties ("Effective Date") and will continue in full force and effect until terminated by either party upon ten (10) days prior written notice to the other. Upon giving or receiving such notice of termination, Recruiter shall cease to provide any further Services to Company. In accordance with paragraphs 2 and 3 above, Company shall remain responsible for payment of the Fee associated with any Candidate who was referred by Recruiter prior to the effective termination date and subsequently hired by the Company within six (6) months of the effective termination date.

10. **Indemnification.** Recruiter shall indemnify and hold Company, its successors, assigns, affiliates, officers, agents, attorneys, and employees ("Company and Related Parties") harmless from and against all claims for loss, liability, damages or injury to persons or property (including reasonable attorney's fees and court costs) arising out of or attributable to the provision of Services by Recruiter, its successors, assigns, representatives, affiliates, subsidiaries, agents and employees. Recruiter further agrees to hold harmless and indemnify Company and Related Parties against any loss, damage, claim or liability (including reasonable attorney's fees and court costs) arising out of or in any way attributable to the failure of Recruiter to comply with the terms and conditions of this Agreement.

11. **Relationship of the Parties**. In the performance of its duties hereunder, Recruiter shall at all times be, act, and perform as an independent contractor performing professional recruiting services. Nothing contained in this Agreement

shall constitute making or appointing Recruiter an agent of Company. Accordingly, Recruiter shall not (i) hold itself out to be in a position of authority to contradict the terms of this Agreement, (ii) enter into any agreement on behalf of Company or (iii) make any representation, act or omission contrary to the terms of this Agreement.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of Georgia, without regard to conflict of laws principles. The parties hereto consent to the jurisdiction of Georgia state and federal courts.

13. **Entire Understanding.** This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, and representations whether written or oral. This Agreement may not be modified except by a written agreement signed by authorized representatives of both Company and Recruiter.

14. **Assignment.** Recruiter shall not assign any of its rights under this Agreement without the prior written consent of Company. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors, permitted assigns, and affiliates.

15. **Waiver.** No delay or omission in exercising any right or remedy identified herein shall constitute a waiver of such right or remedy.

16. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the other provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree that they have read this Agreement, understand it, and intend to be bound by its terms and conditions as of the Effective Date. The parties or their authorized representatives signify their agreement and acceptance by their signatures below.

YOUR CLIENT'S NAME, INC. **YOUR COMPANY'S NAME**

Signature:_____ Signature:_____

Name:_____ Name:_____

Title:_____ Title:_____

Date:_____ Date:_____

EXHIBIT A
Statement of Work

RECRUITER NAME:
RECRUITED POSITION:
PROJECTED START DATE:

RECRUITER'S FEES: Fees shall not exceed the amount stated in the Agreement without express written authorization from Company.

1st placement – 17.5%
Placement #2-#4 = 18%
Placement #5 and forward – to be mutually determined based on volume

Except as modified herein, all of the terms and conditions of the Recruiter Agreement dated _____, 20___, including all previous addenda and schedules, are incorporated herein by reference. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of conflict between this SOW and the Agreement, the terms of this SOW shall govern.

The parties here to have caused this Statement of Work to be duly executed and delivered by their proper and duly authorized representatives effective on the date last signed below ("Effective Date").

YOUR CLIENT'S NAME, INC. **YOUR COMPANY'S NAME HERE**

Signature:_____ Signature:_____

Name:_____ Name:_____

Title:_____ Title:_____

Date:_____ Date:_____