GLOBAL PERFORMANCE SEARCH

GPS — Finding the Impossible

Today's Date

Contact's Name
Contact's Title
Company Name
Company's Street Address
Company's City, State, Zip

PRIORITY SERVICE AGREEMENT

We are pleased to confirm the terms of our engagement to recruit candidates for Company Name. Company Name will provide a detailed "Description of Position" which describes the specific duties of each of the positions required and the material qualifications, which the successful candidate should have.

Service Fee Agreement:

Our service fees are on an engaged basis. The engagement fee deposit will be invoiced upon authorization of the service agreement and initiation of the search process. The balance of the service fee will be invoiced upon acceptance of the offer.

Service fee: equal to 30% of the candidate's first year salary**.**

Engagement Fee: A nonrefundable Engagement Fee deposit of $10,000.00 will be invoiced upon initiation of the search process for each

position. The Engagement Fee will be applied to the Placement Invoice upon final billing.

Performance Guarantee: If we don't deliver 3 candidates that meet the criteria agreed to within a 30 day time frame, we will refund the engagement fee.

The balance of our service fee will be invoiced upon acceptance, payment terms of Net 10 from candidate start date. **Our guarantee is valid only if we receive payment of our service fee, in full, within 10 days from the candidate's start date.** Service Fees will be subject to Ohio Sales Tax if applicable.

If the service relationship between you and the candidate is terminated for any reason before the 60th calendar day after its start, we will replace the candidate,provided that you notify us within 5

business days after its termination. This guarantee is not applicable if the service relationship is terminated because the position is eliminated or because you have insufficient work for the candidate. This guarantee is to allow you to satisfy yourself that the candidate has the requisite experience and qualifications, and that information provided by the candidate and other sources, directly or through us, is accurate.

Your acceptance of referrals from us shall be conclusive evidence of your acceptance of our schedule of charges, terms and conditions, unless we have signed a written modification. If collection activities are necessary, you agree to pay all expenses thereof, including reasonable attorney's fees. You consent to the jurisdiction of the courts of the State of Ohio and agree that its laws shall govern our relationship.

Candidates are referred to you in confidence. Should you refer or identify such a candidate to another company which enters into a service relationship with the Candidate, both companies shall be responsible for the payment of the service fee.

The following definitions are applicable to this Agreement: "**Candidate**" means a person referred to you by us, directly or indirectly. "**Refer**" means the disclosure by us of the identity of a candidate by any means, orally or in writing. "**Service relationship**" means your engagement of the services of the candidate in any capacity, including as an employee, independent contractor, consultant, or other representative.

We do not discriminate in the acceptance or referral of candidates on the basis of race, color, religion, sex, age, national origin, marital status, disability, or other protected characteristic.

Thank you for the opportunity to serve you.

Best Regards,

PC or AE's Name
PC or AE's Title

Founding
Partner
Jonathan Bartos

Please confirm acceptance on behalf of Company Name:

Accepted by: _____ Date: _____

Printed Name: _____ Title: _____