

Company Name

Date

Street Address * City, State Zip Code * Phone Number

CONTINGENCY SERVICE FEE AGREEMENT

TERMS – This will confirm our mutual agreement. Our service fees for positions on a contingency basis are due and payable if you employ a candidate that has been presented to you by us. These fees are due if any candidate whom we present to your company enters into employment, with you or any of your affiliates, as a result of our introduction to you for any position within one (1) year after our last communication relating to such candidate. This employment can be for a temporary, contract or permanent position. The candidates are all referred to you in confidence, and we request that you do not refer or identify them to any other company. Should you do so, and the other company enters into a service or employment relationship with this candidate, both your company and the other company would be responsible for the payment of the service fee to us.

A candidate is considered to be our candidate if we have presented them to you as above, and you interview them based on our submittal to you. If you know this person, but are not currently engaged in active and current employment discussions with them, they are considered our candidate. If you are in active current employment discussions with them, we must receive written verification of this within five (5) business days of our referral of this candidate to you. In the event that the terms and conditions contained herein do not reflect your complete understanding and agreement, please call us immediately.

SERVICE FEE - Our service fee is calculated as thirty percent (30%) of the candidate's first year estimated compensation with a minimum fee of \$15,000 for each placement. This compensation would include any base salary, sign-on bonus, estimated yearly bonuses/ commissions and other any income estimated to be earned by the employee in their first year. For hourly employees, their first year compensation will be calculated as their estimated W-2 based on their estimated number of hours worked in the first year. Example is below for \$25/ hour at 50 hours per week. As shown, compensation will be calculated with 52 weeks, even if they have vacation or other time off. $(\$25 \times 40) + ((\$25 \times 1.5) \times 10) = \$1,000 + \$375 = \$1,375 \times 52 \text{ weeks} = \$71,500$ is their estimated W2 for the year.

GUARANTEE - If for any reason, except for the 3 reasons stated below, either party terminates the employment relationship within thirty (30) days of their employment start date, we will replace the candidate. If employment is terminated for lack of work for the candidate, the position is eliminated or if the position was in any way misrepresented by you to the candidate, we are entitled to the agreed upon fee in full. You must notify us in writing of all facts relating to the termination of the relationship within five (5) business days of the termination. This guarantee is to allow you time to satisfy yourself that the candidate has the required experience, skills and qualifications, and that the information provided by the candidate, directly or through us, is accurate. This guarantee shall be your sole remedy.

PAYMENT TERMS - We will invoice you for our services upon the candidate's employment acceptance. Our payment terms are "Net due on employment start date". Payment is due in full once the employee reports to work on their start date. If the guarantee above comes into play, the money is still due in full on this person. The guarantee referred to above is only valid if we receive full payment within ten (10) calendar days of the employment start date.

ACCEPTANCE - Your acceptance of referrals from us shall be conclusive evidence of your acceptance of this agreement with all terms and conditions, including our service fee, unless we have signed a written modification. This covers our agreement in full. If collection activities are necessary, you agree to pay all of the collection expenses, including reasonable attorney's fees and you consent to the jurisdiction of the courts of the State of New Jersey, and agree that its laws shall govern our relationship.

We adhere to all Equal Employment Opportunity guidelines in all recruiting and search efforts and we do not discriminate in the acceptance or referral of candidates on the basis of race, gender, color, religion, age, national origin, marital status, disability, veterans' status or any other protected characteristic.

We look forward to working with you towards the successful fulfillment of your employment requirements.

Sincerely,

Agreed and Accepted by:

Craig Novins

Craig Novins, CPC - President
Universal Search Associates, LLC
DBA Fluid Power Connections

Authorized Signors Printed Name
Company Name – Signor's Title

Date Signed