

GILBERT CONSULTING SERVICES, INC.

P.O. Box 1317, Arroyo Grande, CA 93421 805.481.5105 phone 805.481.7982 fax

Partner Program Search Agreement

{Client Name} hereinafter referred to as CLIENT, agrees to all of the following terms and conditions of the Partner Program Search Agreement provided by GILBERT CONSULTING SERVICES, INC. (hereinafter referred to as GCSI):

GCSI agrees to provide CLIENT with 3-5 qualified candidates for any search request (Individual Contributor to Director Level) requested by CLIENT during the time frame that this agreement is in effect. CLIENT search requests shall be in writing. CLIENT agrees to provide GCSI with the "right-of-first-refusal" for any positions CLIENT will outsource.

- 1. Our service charge consists of two (2) parts:
 - a. A Quarterly Retainer Fee of \$7,500/Quarter for the term of this agreement.
 - b. A Contingency Fee of \$20,000 per placement for Individual Contributor level positions.
 - c. A Contingency Fee of \$25,000 per placement for Supervisors and Superintendent level positions.
 - d. A Contingency Fee of \$30,000 per placement for Manager, Senior Manager and Director level positions.
- 2. If CLIENT hires one of our referrals, GCSI has earned the Contingency Fee specified in item #1 for that placement.
- 3. The Quarterly Retainer Fees will be billed in four (4) equal payments of \$7,500 every 90-days. The "BEGINNING DATE" is the date when GCSI receives a signed and approved Partner Agreement, and GCSI has received payment of the first quarterly \$7,500 Retainer Fee.
- 4. Either party may cancel this agreement at any time, but the balance of the Quarterly Retainer Fees for the remainder of the agreement term shall be due and payable by CLIENT. In the event that any candidate that was referred to CLIENT by GCSI is hired within 1 year from the date of that referral, the Contingency Fee specified in item #1 shall be due and payable by CLIENT.
- 5. Initial Term of the Partner Program Search Agreement is for twelve (12) months from the BEGINNING DATE of this agreement. This Partner Agreement may be renewed if both CLIENT and GCSI agree to do so at the end of the initial twelve (12) month term.

- 6. Our Contingency Service Fee will be invoiced when CLIENT and the candidate agree to enter into the service relationship. OUR TERMS ARE NET DUE ON THE DATE THE CANDIDATE BEGINS THE SERVICE RELATIONSHIP WITH CLIENT. Our candidate replacement guarantee is valid only if we receive payment of our Contingency Service Fee in full within thirty (30) days from the date the service relationship starts (candidate start date), and payment of the Quarterly Retainer Fees have been on-time and up-to-date.
- 7. The contingency service charge would be payable only if a candidate enters into a service relationship with you or your affiliate within one-year after our most recent communication relating to the candidate.
- 8. We provide you with this guarantee: If the service relationship between you and the candidate is terminated for any reason before the 90th calendar day after its start, we will replace the candidate, provided you give us written notice of the termination and reasons within 5 business days after termination, and you paid all of our fees when due. This guarantee is not applicable if the service relationship is terminated because the position is eliminated or because of insufficient work for the candidate. Since you will determine whether you are satisfied that the candidate has the requisite experience and qualifications for your needs, and that information provided by the candidate and other sources, directly or through us, is accurate, this guarantee is provided as your sole remedy if you are dissatisfied.
- 9. If collection activities should become necessary, the fee would be adjusted to include any related expenses, such as reasonable attorney's fees. Because we will be performing our services in the State of California, its laws would be applicable to our relationship, and its courts would have jurisdiction over both of us. The candidates will be referred to you in confidence, and we ask that you not refer or identify them to any other company. Should you do so and the other company enters into a service relationship with the candidate, both companies would be responsible for the payment of the service fee.
- 10. 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, verbally 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.
- 11. 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 characteristics.

Gilbert Consulting Services, Inc	Gina Gilbert	/
-	Gina Gilbert/Vice President	Date
{Client Name}:	/	/
,	ly Authorized Agent Print Name Date	