



GILBERT CONSULTING SERVICES, INC.

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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.

