

Search America, Inc.
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FEE SCHEDULE AND GUARANTEE AGREEMENT

THE FEE

The placement fee for Search America may be based upon the candidate's total **assured** gross compensation for the first year, or the last year's W-2 or anticipated first year expected total compensation, as agreed by the hiring company (employer) and Search America, Inc. The fee is incurred when the employer, verbally or in writing, engages services of the candidate as an employee, consultant, independent contractor or other arrangement. For fee calculation and billing purposes, two methods of determining candidate's compensation are:

- The first year assured gross compensation shall include any combination of salary, draw, commission, bonus, stock options, override, etc. which is certain or promised to be paid. Compensation which is contingent on performance or paid in the form of benefits is not included. This would apply to most non-business development positions.
- In circumstances where it is clear that base salary and gross annual compensation differ dramatically, a basis for fee calculation will be negotiated in advance or before the final offer and acceptance. This would apply to most business development positions and could involve calculations based on the anticipated first year total compensation or the last year's W-2.

THE FEE RELATED INTERVIEW PROCESS

Search America recognizes that meetings between a referred candidate and the hiring company may take place over a period of time spontaneously and without Search America's knowledge or interaction with either party. This process is necessary for some placements to mature. The same fee will be due for that candidate recruited for the employer, yet hired after an extended, and undetermined, period of time.

Please note, the employer should refer all recommendations and inquiries about a candidate presented by Search America, back to Search America. In the event our candidate, after referral, is referred by the employer to another division or company, or is contacted by, or contacts autonomously these referred hiring sources, the fee obligation will be incurred by the initial interviewing employer. Additionally, the employer is required to keep Search America informed, periodically, of contacts with the candidate.

FINAL FEE ON TOTAL GROSS COMPENSATION FOR THE FIRST YEAR

- The fee will be at 30%
- Fees are due within ten (10) business days of employment commencement.
- Final fee billing will take place when the employer and candidate, verbally or in writing, agree to the position, start date, and first year gross compensation.

THE RETAINER

The retainer functions as a good faith deposit for each search. It is credited toward the final placement fee. It is due before the search begins in earnest. If the search is cancelled before any candidates have been recruited, the retainer remains as a credit for 12 months. Otherwise, the retainer is not refundable.

GUARANTEE

All guarantees made by Search America are strictly contingent upon the fees being paid on time according to the terms, percentages, contingencies, and stipulations stated above. **A late fee cancels all guarantees.**

If within thirty (30) calendar days from the date employment commences the placed candidate should no longer be in the employ of the employer, Search America will work the search to fill the vacated position under the same terms, conditions, and specifications as agreed upon for the original search. The only additional fee due for this replacement search will be for the increased difference if the replacement candidate's compensation is higher, and possibly where expenses are incurred and to be paid by employer. If within the 31st to 60th calendar day from the date employment commences, the placed candidate should no longer be in the employ of the employer, Search America will work the search to fill that vacated position at a fee of fifty (50%) percent of the new fee. Formal notification, preferably in writing, within five (5) business days of employee's separation is required to activate and ensure the guarantee.

If any terms, conditions or specifications of the "guarantee" replacement search are changed from the "original" search, Search America will have the option to void the guarantee search. Only one replacement search will be conducted for each position covered by the guarantee. No guarantees will apply to the replacement candidate. It is understood that Search America does not guarantee the sales or performance results of the candidate.

Our clients are equal opportunity employers.

PLEASE SIGN AND RETURN

Executive Recruiter
SEARCH AMERICA, INC.

Signature and Title

Date

Company

Date Signed