

Cook & Squire

Thank you for your interest in working with Cook & Squire. We appreciate the opportunity to serve you. Below you will find our recruiting agreement for your signature.

Placement Fee: Client agrees to pay Cook & Squire a placement fee of ten (10%) percent of the applicants annual base starting salary. This fee does not include bonuses, benefits or stock that may be part of the applicants' overall compensation package.

Payment Terms: Payment for placement of an applicant is due no later than thirty (30) days after the applicant's first day of employment. In case an applicant is hired on a contract basis, Cook & Squire will charge a monthly fee of ten (10%) of all monies paid to the applicant. Cook & Squire is entitled to interest at a rate of 18% per annum on any overdue balances, with interest to accrue starting the applicant's 31st day of employment. The applicant's first day of employment is included for purposes of calculating the due date for payment, accrual of interest, and the period the guarantee expires. Cook & Squire is additionally entitled to any and all reasonable attorney's fees and costs incurred to collect any overdue balances.

Guarantee: Cook & Squire will guarantee all applicants for the first ninety (90 days) days of employment on a pro-rated basis. Should the applicant resign or be terminated within the first thirty (30 days), with the exception of client company downsizing or layoffs, Cook & Squire will refund the placement fee 100%. If the above occurs between days thirty-one (31) and sixty (60) we will refund 66.7% of the placement fee and between days sixty-one (61) and ninety (90) we will refund 33.3% of the placement fee. This guarantee is provided only if (a) Cook & Squire received written notice within five (5) business days of resignation/termination date, and (b) placement fee was paid when due.

Representation: Client agrees to pay Cook & Squire a placement fee for any applicant hired within 180 days of presentation provided that the submittal by Cook & Squire preceded that of any other source. The form of submittal shall include the applicant's name or resume via fax, email, voicemail, or phone conversation. If Cook & Squire submit an applicant's name or resume and that person is already known to the client, you must notify Cook & Squire within forty-eight (48) hours of submittal that the applicant is known to you: otherwise, a placement fee will be owed should an applicant be hired within 180 days of presentation.

Confidentiality: The identity and resume of each applicant referred by Cook & Squire constitutes confidential and proprietary information and may only be used to evaluate an applicant and may not be used for any other purpose or provided to a 3rd party.

The terms of this agreement can only be modified with a writing signed by both parties. Please sign and return this agreement at your earliest convenience.

Thank you again for your business. We sincerely look forward to working with you.

Denise Cook, Recruiter - Cook & Squire

Authorized Signature	Title/Client Company	Date
Authorized Signature	Title/Cook & Squire	Date