



Searchco, LLC is hereby authorized to conduct a search for qualified candidates to fill the position of _____ for _____, hereinafter referred to as the CLIENT, under the following terms and conditions:

1. If Searchco, LLC is successful in filling this position, then CLIENT will pay to Searchco, LLC a TOTAL SERVICE CHARGE of thirty three (33%) of the position's estimated total compensation for the first year. This estimate includes base salary, expected bonuses, and other forms of cash (but not stock) compensation. The estimate is not subject to reduction or increase after the candidate has been employed. The estimated maximum compensation for the above named position is \$_____, and the estimated maximum total service charge for this search is \$_____.
2. With the execution of this agreement, CLIENT will pay Searchco, LLC a RETAINER of \$_____ (one-third of the estimated maximum total service charge). A second retainer of \$_____ (one-third of the estimated maximum total service charge) will be paid after _____ days from the date of this Agreement.
3. The third retainer of \$_____ (one-third of the estimated maximum total service charge) is due Searchco, LLC after 60 days from the candidate start date, with the final balance reflecting an adjustment to the estimated total service charge if actual estimated compensation is higher or lower than the estimate given in provision 1.
4. If, however, a candidate introduced by Searchco, LLC is hired by CLIENT prior to payment of one or both of the retainers specified in provision 2, then the entire fee will be due and payable upon acceptance of CLIENT's offer of employment.
5. CLIENT agrees that this search assignment will be conducted by Searchco, LLC on an exclusive basis for the duration of the search and will share all direct inquiries or recommendations to Searchco, LLC in an overall effort to produce the best candidate for the position.
6. Prior to the completion of the search, if CLIENT significantly changes either the position's level (manager, director, VP, etc.), its reporting structure, or its functional scope (new or different responsibilities) from those described by the CLIENT in the initial job description, then Searchco, LLC may, at its option, deem the initial retainer earned and may charge CLIENT another retainer, the sum to be mutually agreed to by CLIENT and Searchco, LLC, to cover this newly defined position.
7. Searchco, LLC will also charge CLIENT a fee for any other individual who is presented by Searchco, LLC as part of this assignment and is hired by CLIENT for another position, and will provide its normal hiring services for such an additional hire. The fee for an additional hire will be thirty three (33%) of the candidate's estimated first-year compensation, calculated as in paragraph 1. Searchco, LLC will extend its normal guarantee to anyone hired as a derivative of this search assignment, provided that person has received our positive recommendation.
8. Should CLIENT refer or identify a candidate that has been presented to it by Searchco, LLC to another company, which then enters into a service relationship with that candidate, both companies shall be responsible for payment of the service fee to Searchco, LLC.



FULL RETAINER / EXCLUSIVE SEARCH AGREEMENT Page 2 of 2

9. CLIENT shall reimburse candidates for all reasonable interviewing expenses incurred by a candidate who resides outside of a 50-mile radius of the location where the interview is to be conducted, including but not limited to transportation, food and lodging.

10. CLIENT shall reimburse Searchco, LLC on a monthly basis for all reasonable out-of-pocket expenses incurred by Searchco, LLC in discharge of its search obligations, including but not limited to travel, advertising, transportation, food and entertainment, and lodging for out-of-town interviews by Searchco, LLC of potential candidates, provided CLIENT approves such expenses in advance.

11. Searchco, LLC warrants that should the candidate terminate employment with CLIENT for any reason within one hundred eighty (180) days from start date, Searchco, LLC shall, at CLIENT's option, present two additional qualified candidates within a successive 60-day period. CLIENT is responsible for expenses only in such an event. This guarantee is not applicable in the event that employment is terminated because CLIENT has insufficient work for the employee. Rather, it is to allow CLIENT to satisfy itself that the candidate has the requisite experience and qualifications, and that the information provided by the candidate and other sources, directly or through us, is accurate. Information provided to you by the candidate and other sources, directly or through us, has not been independently verified by Searchco, LLC. This limited guarantee is in lieu of all other warranties, express or implied, and is CLIENT's sole and exclusive remedy hereunder.

12. This agreement entered into and governed by the laws of the State of Michigan. CLIENT may cancel this agreement at any time under the terms and conditions as outlined above. If any candidate already presented by Searchco, LLC at the time of termination later enters into a service relationship with the CLIENT, the balance of the service charge will be due and payable when the candidate starts. Any dispute arising out of this agreement shall be resolved through binding arbitration.

13. Searchco, LLC does 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.

Please acknowledge your acceptance of this agreement by annotating your signature below. We look forward to beginning this very important search assignment immediately and assure you our utmost professionalism.

<p>Searchco, LLC 493 Whippers In Ct Bloomfield Hills, MI 48304 Tel: 248-792-9380 / Toll Free: 877-898-9880 Fax: 702-973-4335</p> <p>David A. Ferris President Email: dferris@searchco.net</p>	<p>Company Name (Client): _____</p> <p>Company Address: _____ _____</p> <p>Accepted By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---