



Services Agreement Direct Hire Placement

TempStaff is dedicated to assisting you in finding the very best available talent to fill your employee requirements. Our recruiters have been trained to confidentially recruit, interview, and evaluate high caliber candidates selected solely for your specifications. This means our interests lie primarily in your organization's staffing and development. Our service fees are on a contingency basis are payable if, and only if, you engage the services of a candidate that has been referred to you directly or indirectly through our efforts. We ask that you do not contact our candidate's present employer without specific permission from the candidate or a TempStaff consultant. Fees are payable should you or an affiliate organization hire a TempStaff candidate for any position within six months after our most recent communication relative to such candidate as outlined below. If the terms and conditions of this agreement do not reflect your understanding, please call us immediately.

Placement Fee

TempStaff placement fees are based upon the employee's first year base salary. For the **Customer Service Representative** position, a direct hire fee of \$3,120 of the first year salary will be invoiced on the first day of work and is due 45 days after receipt of invoice. Accounts 45 days past due are subject to a finance charge of 1.5% per month, which is an annual percentage rate of 18%.

Terms and Guarantee

If the candidate leaves the job or is terminated within ninety calendar days from the start date, TempStaff will replace the candidate at no charge provided the following has occurred:

- A. Our fee has been received in full within ten days of the start date.
- B. Dismissal has not occurred as a result of a change in the qualifications required to fill the position.
- C. Dismissal is not due to reduction in work force or job discontinuance by the employer.

Although the situation rarely occurs, if the employee terminates for any reason and TempStaff cannot replace the candidate, we will credit the amount of the fee at the following rate:

Credit	Credit Amount
0-30 Days	60% Fee Charged
31-60 Days	30% Fee Charged
61-90 Days	15% Fee Charged

Confidentiality

Your acceptance of any referral by TempStaff constitutes your agreement with our service agreement and terms. Referrals are on a confidential basis and any breach of this confidence must be assumed by the client company. Any subsequent referral of a TempStaff candidate to another company, which results in a hiring within six months of such referral, will make the referring party liable for the recruiting fee under the terms of this agreement.

The undersigned, in consideration extending credit to aforesaid business, individually, jointly, and severally, as individuals, and as an agent of said company, unconditionally guarantee payment of any and all future obligations of said company which may be owing to TempStaff. A photocopy or facsimile of the account application and signature shall be valid as an original thereof.

By signing I agree to the above agreement,

Company: _____ Date: _____

Address: _____ Signature: _____

City, St, Zip: _____ Printed: _____