



THE **JOBLINE**.COM, INC.
CONTINGENCY SEARCH
TERMS OF SERVICE & FEE SCHEDULE

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The terms "We", "Us", "Our" or "the JobLine" refers to The JobLine.com, Inc. PO Box 16685, Fernandina Beach, Florida 32035. The terms "You", or "Your" refers to you, the Client Company named below, your successors and assigns. This agreement represents the entire agreement between The JobLine, Inc. and you. Any changes to this agreement are to be made in writing and approved by both you and The JobLine, Inc.

1. Scope of Work: Our scope of work includes screening candidates based on information provided by you. We will present Candidates verbally, electronically, by email, facsimile, or on-line. The information provided via the JobLine Candidate Profile is as represented by the Candidate. Testing, if provided, is unsupervised.

2. Your Responsibility: It is your responsibility to closely evaluate each Candidate's skill, experience, employment history, references, and personality during phone and personal interviews. Any candidate valuation or assessment provided by us is our opinion only.

3. Guarantee: You will receive a **Full Credit** (not Refund) if the Candidate resigns or is terminated for performance or disciplinary cause within 90 days. Credit will be applied to this Agreement, or remain a credit to your account for a future agreement. This does not include misrepresentation by you, Layoff, Acts of Terror, Military Activation, or if the Job Duties, Compensation, or Employment Location is changed.

4. Placement: Placements are counted as of the first date of job related activity (Start Date) when you hire, employ, contract, or otherwise engage a candidate that we have presented, or have had communications with you about, within the past 6 months.

5. Fees/Terms: **Fee is based on the candidate's annual compensation including base and guaranteed bonus and guaranteed commission. Fee is 25%* of the first \$100,000 and 20% on amounts over \$100,000.** We offer a 5% discount for payment the day the candidate starts or Net 10 days from start date.

6. Late Payments: Payment is due net 10 days from the candidate's start date. Payments received more than 10 days after the billing date will incur interest charges at the lesser of 1.5% per month, or the maximum legal rate. This interest charge is calculated from the billing date. We may apply payments from you, or credits owed to you, towards amounts owed under this agreement, or any other agreements you have with us.

7. Remedies: If you or your affiliates fail to meet any obligation under this Agreement or any other agreements with us, fail to make a payment when due, we may, without notice; (i) Declare the remaining balance owed under this Agreement immediately due and payable; (ii) Stop all services to you; (iii) Apply any credits to the balance owed; (iv) Recover our costs in pursuing the remedies provided in this Agreement, including collecting agency and attorneys' fees; and (v) Pursue and other available legal or equitable remedies.

8. Confidentiality: All Candidate information is Confidential and the knowledge that the Candidate is in contact with you, or that you have knowledge of the Candidate is confidential. You are prohibited from disclosing the Candidate's identity or information to anyone without consent from the Candidate. Candidate profile forms indicate if a

prior employer can be contacted. Unless indicated, do not contact prior employers without obtaining permission from the Candidate. Notify all persons that receive Candidate data of these requirements. The Candidate Profile and information contained therein is copyright protected. Do not forward or disclose the candidate's resume, profile or name to another person or company without permission from the JobLine, Inc. Unauthorized referral by you that results in Candidate employment will constitute a placement. You authorize us to disclose information regarding your opportunities, company, and other information we have regarding your opportunities to the candidate at our discretion.

9. Disclaimer: The JobLine assumes no liability for actions, errors and/or omissions by the candidate. The hiring decision is your responsibility. The JobLine, Inc. assumes no responsibility for errors, omissions, losses, expenses, or other result from hiring any Candidate that we present.

10. Conflicting Presentations: Should a candidate be presented by another firm and JobLine, you agree that we are the due a fee if our presentation results in your hiring decision. If the other firm's efforts result in your hiring decision, then we are not due a fee. If it can not be determined who's effort resulted in your hiring decision, you agree to pay JobLine 50% of our fee.

11. Cancellation: This agreement can be cancelled at any time by either you or us by notification in writing. After cancellation, for a period of 6 months after last communication between you and JobLine regarding a presented candidate, placement will constitute a fee and will be assessed at the percentage based on the number of placements defined in this agreement. You agree to pay any outstanding balance upon presentation of our invoice in accordance to the terms specified herein.

12. Severability: If any provision of this Agreement is found to be invalid, vague or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. Any vague or ambiguous language shall not be presumptively construed against either of us, and shall be construed to be consistent with the primary purpose of this Agreement as expressed in its remaining terms.

13. Governing Law: You agree that this Agreement and its terms and conditions shall be governed by the laws of the State of Florida without reference to the laws relating to conflict of laws

14. Authorization: By signing below, you hereby accept this agreement on behalf of the Client Company, and affirm that you are authorized to bind the Client Company to this agreement.

15. Electronic Acceptance: You may accept this Agreement by electronic signature. Your acceptance shall be deemed a signature pursuant to the Electronic Signatures in Global and National Commerce Act.

This is a CONTINGENCY Search Agreement

Client Company: _____ by Authorized Agent: _____

Please Print

Signature: _____ Date: _____