

**Swift Personnel Solutions, Inc.**  
**1995 Tremainsville Road**  
**Toledo, OH 43613**  
**Phone (419) 475-8412 Fax (419) 475-8539**

**TERMS AND CONDITIONS AND SCHEDULE OF EMPLOYER PAID SERVICE FEES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between \_\_\_\_\_ (“Employer”), having a principal place of business at \_\_\_\_\_, and Swift Personnel Solutions, Inc. (“Recruiter”), an Ohio corporation, having a principal place of business at 1995 Tremainsville Road, Toledo, OH 43613.

This Agreement does not obligate Employer to hire any candidate provided by Recruiter nor to pay any monies to Recruiter. However, in the event Employer hires or engages a candidate provided or referred to Employer by Recruiter, Employer agrees to pay the fee(s) as described below.

1. Recruiter’s service fees are on a contingency basis and are payable only if Employer engages the services of a candidate that has been referred to Employer, directly or indirectly, by Recruiter. The service fee is payable should Employer or Employer’s affiliate(s) engage such candidate for any position within one year after Recruiter’s most recent communication relating to such candidate.
2. Recruiter’s service fees are based on the position’s total taxable compensation for the first year. For positions paying commissions, bonuses, or other incentives, with or without base salary or draw, the service fee is based upon a reasonable estimate of the first year’s total compensation. The service fee shall be calculated at the rate of 25% of total compensation.
3. Employer acknowledges that Recruiter cannot control if a candidate reports to work as agreed or continues employment for any period of time. Recruiter can not and does not guarantee the performance of hired candidates. However, in the event the employee voluntarily leaves or is discharged within 60 calendar days from the date of starting work, Recruiter will find a suitable replacement candidate at no additional charge. After 60 calendar days, Employer will pay the normal rate. This guarantee is only valid if the payment of the service fee is received, in full, within (10) ten days from the date the candidate commences employment and the candidate leaves for reasons other than lack of work.
4. Employer’s acceptance of referrals from Recruiter shall be conclusive evidence of Employer’s acceptance of the terms and conditions of this Agreement and the service fees contained herein and supersedes all prior or incidental knowledge of any candidate(s) referred to Employer.
5. It is agreed that payments on all accounts are due and payable on the starting date. An interest charge of 1.5% per month (18% per year) will be applied to any unpaid or outstanding balance. This interest charge remains an outstanding balance. Should litigation or collection action be necessary or result due to default of payment of the above balance (plus any interest due), all legal fees, court expenses, and any and all other reasonable expenses incurred by Recruiter or Recruiter’s authorized agent to enforce payment of the balance due on this account, will be paid by Employer.
6. This Agreement shall be deemed to have been entered into within Lucas County, Ohio, and shall be construed under the laws of the state of Ohio. The parties agree that any action relating to this Agreement shall be instituted and prosecuted only in a court of competent jurisdiction of the State of Ohio in Lucas County and each party agrees to accept the jurisdiction of said courts.
7. Information given to Employer by Recruiter is solely for Employer’s use and Employer agrees not to divulge information received from Recruiter to any other employer or company and not to refer the candidate to any other employer or company, without having first advised Recruiter in writing and without first obtaining the agreement of said employer or company to the terms and conditions of this service fee schedule.

Employer \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Swift Personnel Solutions, Inc.  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_