



Retained Search Agreement

Set forth below is the basis upon which Recruiters in Healthcare, Inc. ("RIH") will furnish services to and for ("Client").

1. All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law and with mutual consent.
2. **CLIENT** grants RIH the sole and exclusive right to find a suitable associate for **CLIENT** upon terms acceptable to Client for a period of twelve (12) months commencing on the date of **CLIENT** signing this Retained Search Agreement. Thereafter, this Agreement shall continue in full force until either party gives the other at least thirty (30) day's written notice.
3. In consideration for the services of RIH, RIH shall be paid a "fee for services" ("FFS") of \$_____.**00** Fee shall be due upon the date of hire. RIH guarantees that the hired associate will not voluntarily leave or be discharged for cause for a period of 90 days from the hire date. If the associate does leave or is discharged, RIH will re-activate the search for a qualified candidate at no cost until position is filled.
4. The fee for services of RIH shall be earned, due and immediately payable upon the occurrence of any of the following events:
 - a. Client's hiring in any capacity and in any manner within one year subsequent to the term and termination of this Agreement of a candidate referred by RIH or through the efforts of RIH. In such case the fee for services shall be immediately due and payable to RIH.
 - b. Client's hiring of a referred candidate during the term of this Agreement, not by a person referred by RIH or through the efforts of RIH, but rather through the efforts of anyone else, including Client. In such case the fee for services in full shall be immediately due and payable to RIH.
5. The recommendations provided within the terms of this Agreement are advisory in nature. Client shall have full and final decision in regards to the selection of the candidate.
6. Client expressly understands and agrees that RIH and its president, Scott E. Graham shall not be held liable in any manner or respect with reference to the performance of the Associate.
7. RIH will not accept nor receive any commissions, compensation or other form of payment based upon any recommendations made to or for Client or to anyone with whom Client and RIH are involved.

8. Client agrees to cooperate fully with RIH and with any person acting on behalf of RIH in connection with RIH's efforts in obtaining an associates of Client's Practice. **Client agrees that all potential associates who contact Client directly or in any other manner shall be immediately referred to RIH. Client further agrees that RIH shall have the right to negotiate with all potential associates on behalf of Client.**

9. No assignment of this Retained Search Agreement will be made by either party without the other's written consent.

10. Signatures below indicate acceptance of the terms outlined and Client's engagement of Recruiters in Healthcare, Inc. to provide the above-listed professional services.

CLIENT

Date

Recruiters in Healthcare, Inc.
(by) Scott E. Graham, MA, CMPE, President

Date