

Synergistech's Candidate Representation Agreement

Synergistech Communications Inc ("Synergistech"), and _____ ("Candidate") agree to all of the following terms and conditions.

Introduction

Synergistech is a California-based recruiting firm serving the global Information Technology (IT) industry, and profits when employers ("Companies") who have requested its assistance and/or with which it has established a formal recruiting agreement hire or otherwise engage the services of a candidate that Synergistech introduces. Synergistech is paid by these Companies, and willingly discloses its earnings to affected parties. Synergistech does not demand that Candidates refrain from seeking work directly or through other recruiters, nor does it expect exclusive relationships with the Companies it serves. Synergistech's success depends on trust, reliable performance, and efficiency, which in turn require clear, honest, prompt communication from all concerned.

Authorization to Represent

Synergistech invests substantial time, money, and effort researching, negotiating, and marketing to Companies that might provide Candidate with contract or staff employment. Synergistech also devotes substantial resources to coaching, marketing, and otherwise assisting qualified Candidates to secure employment.

In consideration for Synergistech's investment, and upon Synergistech's disclosure to Candidate of the Company's identity, Candidate grants Synergistech the exclusive right to represent Candidate at said Company for a period of six (6) months. Prior to authorizing Synergistech to present Candidate's resume, Candidate may exclude any specific contacts and alternate sources from this provision by informing Synergistech in writing.

Further, Candidate agrees to hold in confidence from potential candidates, hiring authorities, and Synergistech's competitors all 'identifying' information regarding opportunities to which it has been introduced by Synergistech during the prior six (6) months.

This obligation of confidentiality does not apply to information that is (i) already known to Candidate at the time it is disclosed to Candidate by Synergistech, (ii) publicly known through no wrongful act of Synergistech, (iii) rightfully received from a third party without restriction on disclosure and without breach of this agreement, or (iv) approved for release by written authorization of Synergistech.

If Candidate is solicited to perform any services, or asked to hire indirectly, subcontract, or refer another person to perform any services, for a Company during a period of six (6) months after Synergistech presents Candidate's resume, Candidate shall immediately notify Synergistech in writing and decline to assist Company until authorized by Synergistech.

If Candidate is hired by a Company to which it has been introduced by Synergistech, and subsequently resigns a staff position or terminates contract employment, Candidate is immediately free to pursue employment or contractual association with Company, its vendors, or its competitors without restriction. Synergistech does not, has never, and never will seek to restrict anyone from engaging in a lawful profession, trade, or business.

Synergistech commits to Companies with which it signs recruiting agreements not to solicit or recruit its current staff employees. Synergistech will inform affected Candidates that Synergistech is unable to represent them unless and until Candidate resigns from that job. Synergistech regrets the burden this places on some Candidates, but believes its conduct is both ethical and beneficial to most.

Mailing Lists

Synergistech distributes detailed information about employment opportunities to opt-in mailing lists that it both moderates and keeps private. Subscribers to Synergistech's mailing lists hereby 1) confirm that they are potential candidates for the opportunities described in Synergistech's postings and 2) agree that they will not use the information contained in Synergistech's employment listings to compete with Synergistech or its candidates.

Subscribers to Synergistech's employment mailing lists further agree 3) to unsubscribe from all Synergistech's employment mailing lists if they join or otherwise become affiliated with a business that competes with Synergistech or its candidates, 4) not to share information contained in Synergistech's employment listings with other mailing lists without Synergistech's written permission, and 5) that permission to share information from Synergistech's employment listings, if granted, applies only to the unique employment listing discussed.

Subscribers may forward Synergistech's employment listings to individual candidates they know to be qualified, but Synergistech also encourages subscribers to profit (using Referral Incentives, next page) by sharing with it these candidates' names and contact information.

Referral Incentives

Synergistech will pay US \$1,000 to anyone introducing a Candidate whom Synergistech subsequently places into a staff job, for whom Synergistech receives its negotiated placement fee, and who remains employed with Company for the duration of Synergistech's negotiated employment guarantee period. Synergistech will pay such referral fees only to one person, and only once for each Candidate introduced.

For contract positions, Synergistech will pay a one-time referral fee of ten (10) percent of Synergistech's profits (not to exceed US \$1,000) to the person introducing the placed Candidate to Synergistech. Synergistech will pay such referral fees only to one person, and only once for each Candidate introduced.

Synergistech also pays referral fees for introductions to hiring managers who hire one of its Candidates within two months of that introduction. The amount and timing of this payment will vary depending on negotiated terms, but will not exceed US \$1,000 or ten (10) percent of Synergistech's profits on the placement. Synergistech will pay such referral fees only to one person, and only once for each hiring manager introduced.

Presentation

Synergistech agrees to send Candidate's resume to a Company immediately upon all the following criteria being met:

- a) Candidate signs this agreement without changes and faxes or emails it back to Synergistech.
- b) Candidate supplies Synergistech with a current resume and at least two (2) reachable references.
- c) Candidate verbally indicates an understanding of the Company's requirements.
- d) Candidate and Synergistech discuss and agree to compensation terms for the opportunity (with the understanding that such agreement becomes non-binding if the job description changes materially).
- e) Synergistech confirms with Company the status of the opportunity.
- f) Synergistech tells Candidate the name of Company.
- g) Candidate discloses any existing Company contacts and alternate sources in writing, then authorizes Synergistech to proceed.

Governing Law and Jurisdiction

This contract is made and entered into under the laws of the state of California in the county of Napa. Synergistech and Contractor agree to adhere to fair business practices and to comply with all federal, state, and local laws and regulations.

Should any dispute arise over the terms, rights, or obligations covered by this Agreement, the parties agree that the dispute will be submitted to arbitration. The arbitration will comply with, and be governed by, the provisions of the California Arbitration Act, Section 1280 through 1294.2 of the California Code of Civil Procedure.

The parties will each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen will select a third impartial arbitrator whose decisions will be final and conclusive on all parties. The cost of arbitration will be borne in such proportions as the arbitrators decide. The judgment of the arbitrators may be entered and enforced by any court having competent jurisdiction.

Witnessed and signed by the following authorized representatives:

Synergistech Communications

Candidate

By: Andrew T. Davis

By: _____

Print Name: Andrew T. Davis
Synergistech Communications, Inc
2471 Solano Avenue, #119, Napa, CA 94558

Print Name: _____

Date: _____

Address: _____

Date: _____