

STAFFING SERVICES AGREEMENT

This **Staffing Services Agreement** (the "Agreement") is entered into and effective as of _____, by and between **AM/NS Calvert LLC** ("AM/NS") with offices located at 1 AM/NS Way, Calvert, Alabama 36513, and _____ ("Search Firm") with offices located at _____.

Whereas, AM/NS desires the assistance of the Search Firm in searching for, screening, and recruiting qualified candidates ("Candidates") subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties hereby agree as follows:

1. Services. Search Firm will, at AM/NS' request, recruit and refer Candidates who are qualified by experience, training, and/or education to perform the work or support services specifically requested by AM/NS. AM/NS will review the qualifications of each Candidate referred and then notify Search Firm which Candidate(s) AM/NS wishes to employ as a direct placement ("Direct Placement Employee") or utilize on a term limited contract ("Search Firm Employee") or temporary basis ("Search Firm Employee"). For each such Candidate, Search Firm will receive a purchase order from AM/NS referencing the following:
 - This Agreement
 - Candidates name and title
 - Direct placement fee or
 - Conversion fee or
 - Billing/Hourly rate including any agreed travel and living expenses as stated in exhibit A.
2. This is a non-exclusive agreement, and AM/NS shall be free to locate and recruit said individuals for employment or otherwise through its employed personnel, or to contract with other entities who provide similar services.
3. Term. This Agreement shall commence on the date signed by both parties and shall continue until terminated by a party. Either party may terminate this Agreement at any time with or without cause effective immediately upon receipt of written notice of such termination. AM/NS will only be liable for any outstanding billable hours at the time of termination or for a Contingency Fee (as defined below) for those candidates submitted to AM/NS prior to the effective date of termination, provided that such candidate is Hired (as defined below) by AM/NS within one hundred eighty (180) days after submission of such candidate to AM/NS. Upon termination of this Agreement, AM/NS and Search Firm shall promptly return to one another all data, programs, materials, and other properties of the other held by it in connection with the performance of this Agreement, except AM/NS shall have the right to retain all documents and other materials provided by Search Firm that are applicable to Candidates hired by AM/NS.

4. BILLING AND PAYMENT

4.1. Direct Placement Employee - Contingency Fee

(a) The Search Firm's total fee for the recruitment of a qualified Direct Placement Employee shall not exceed the percentages set forth below, if such Candidate is Hired and employed by AM/NS after submission of a an individual for employment with AM/NS in compliance with this Agreement. For purposes of this Agreement, "Contingency Fee" means that AM/NS will pay the Search Firm a fee only if Search Firm identifies a Candidate for AM/NS, and AM/NS extends an offer of employment, which is accepted by the Candidate, and all conditional requirements are removed and the employee begins work ("Hired" or "Hiring").

(b) AM/NS will not consider resumes' from Candidates submitted by the Search Firm prior to signing and returning this Agreement and shall be under no obligation to pay a fee to Search Firm without this Agreement being fully executed.

(c) Candidate referrals are only valid for one hundred eighty (180) days from the original date of submission to AM/NS in order to qualify for payment of the Contingency Fee. AM/NS shall not be obligated to pay a Contingency Fee to Search Firm for any Candidate Hired by AM/NS after this time period. For purposes of this Agreement, the submission date shall be the date upon which Search Firm submits a Candidate's resume' to AM/NS.

(d) Upon notice of Hiring of a Candidate by AM/NS which qualifies for the Contingency Fee hereunder, Search Firm shall submit an invoice to AM/NS and such invoice will be paid by AM/NS within thirty (45) days after receipt.

4.2 Search Firm Employees - employees of Search Firm on term limited contracts or temporary

(a) Search Firm invoices to AM/NS shall be based upon the number of hours worked by Search Firm Employees and any other travel and living expenses agreed upon in advance and in writing. Each Search Firm Employee is required to submit a time sheet with the number of hours worked during the week. Both the Search Firm Employee and a representative of AM/NS must sign the time sheet to certify that the hours are true and correct before it becomes binding for billing purposes. A timesheet signed in this manner indicates that Search Firm is authorized to bill AM/NS for the hours indicated and that AM/NS will pay for those hours when the billing is rendered. An invoice will be rendered each month for the hours worked by a Search Firm Employee during the previous month, plus any charges for other agreed upon billable items. Any such other billable items, if any, must be pre-approved in writing in advance. These invoices are payable in net 45 days. It is specifically understood and agreed that AM/NS is not obligated to pay Search Firm for any time not actually worked by a Search Firm Employee, including, but not limited to, vacations, holidays, and sick days.

Search Firm pricing for term limited contracts or temporary staffing shall not exceed the mark-ups set forth below.

(b) Search Firm shall have the full responsibility for payment of wages and benefits to its Search Firm Employees temporarily assigned to AM/NS, including, but not limited to the responsibility of determining the amount and manner of payment of such wages and benefits. Search Firm warrants that it will comply with the Fair Labor Standards Act and any other state or federal legislation governing the payment of wages.

(c) Search Firm warrants that for all Search Firm Employees temporarily assigned by it to AM/NS, Search Firm will process and pay all federal, state and local tax withholding process and pay all FICA contributions, process and pay all state and federal unemployment taxes, process and assume liability for all claims for unemployment compensation benefits, process and pay all state workers' compensation taxes, process and assume liability for all claims for workers' compensation benefits, maintain all required records and submit all required reports to the appropriate state or federal agencies and perform all other functions and obligations imposed upon it by virtue of being the employer of Search Firm Employees who may be temporarily assigned by Search Firm to AM/NS.

(d) The parties agree that any Search Firm Employees shall be employees of Search Firm, and, under no circumstances, shall they be treated as or deemed employees of AM/NS. AM/NS shall have no authority to discharge, promote, suspend or otherwise discipline any Search Firm Employee. AM/NS shall have the right to discontinue utilization of any Search Firm Employee for any lawful reason.

(e) Search Firm warrants that it will not engage in unlawful discriminatory hiring or assignment practices or otherwise engage in unlawful discriminatory employment practices.

(f) Search Firm shall indemnify AM/NS and hold it harmless from any liability, loss, damage or cost, including costs of court and attorneys' fees, resulting from Search Firm's failure to comply with any law or regulation (i) applicable to Search Firm as an employer or (ii) direct, or indirectly applicable to the services provided by Search Firm Employees hereunder, including but not limited to the laws and regulations applicable to Search Firm as an employer of Search Firm Employees.

4.3 Fee

Conversion/Transfer Fee

If AM/NS employs a temporary or term limited contract Candidate before he/she has performed ninety (90) days or 720 hours of work on an assignment pursuant to this Agreement, AM/NS shall pay the conversion fee set out below based on a percent of the Candidate's annualized pay.

Total days billed to AM/NS for the converted person's work	Cost of conversion: Percentage are of the person's annualized pay in his/her new employment, excluding any bonuses or other compensation the employee may earn.
0-30 days	20 %
31-60 days	15 %
61-90 days	10 %
More than 90 days	0

4.4. Obligations of Search Firm. Search Firm hereby agrees that in order to earn a fee, as provided herein, the Search Firm must comply with the following obligations in addition to any other obligation in this Agreement:

(a) Search Firm shall pre-qualify and screen Candidates based upon the specifications identified by AM/NS, inform the Candidate(s) of the potential opportunity with AM/NS, and provide consent of the Candidate(s) before a resume is submitted to AM/NS. Search Firm shall not make any representations, guarantees or promises to Candidate(s) with respect to working with AM/NS.

(b) Candidates must be submitted through AM/NS's Human Resources Department to the proper contact person of AM/NS identified by AM/NS. Search Firm must also submit an appropriate resume' of Candidates.

(c) Prior to Candidate site visits, Search Firm must provide three (3) written references which include the reference's name, address and phone number. One of the written references should be from the Candidate's current employer, if possible.

(d) Search Firm will administer education verification and prior employment verification on all Candidates Search Firm will administer drug screening and criminal background checks on Candidates who are being considered as temporary placements or term limited contract placements ("Search Firm Employees"). Credit checks on Candidates will be administered by Search Firm upon request by AM/NS for an additional fee to be agreed upon in advance.

5. Expenses. Search Firm acknowledges and understands that it incurs recruiting expenses at its own risk and cost, and will only be compensated by AM/NS through the fees as payable hereunder. AM/NS is not responsible to Search Firm for any reimbursement for expenses incurred by Search Firm, whether on behalf of a Candidate or otherwise, including hours worked, long-distance telephone, travel, interviewing time, drug screening and criminal background checks as required in the sections above, sourcing expenses, website advertising, postage, fax, office support, photocopy or other ordinary recruiting expenses required to conduct employee searches.

6. Guarantee. If a Direct Placement Employee submitted by Search Firm, which is otherwise due a fee hereunder, terminates the position on his or her own accord within the first ninety (90) days after the Hiring date (the "Guarantee Period"), or if AM/NS terminates the Direct Placement Employee's employment for any reason other than a multiple employee lay off or downsizing during the Guarantee Period, then Search Firm will either, at AM/NS's choosing, replace that Direct Placement Employee without additional charge within seven (7) days after such termination, or refund a prorated percentage of the fee based on number of days left in the Guarantee Period.

7. Multiple Search Firms; Independent Submissions. Search Firm shall not be entitled to a fee if (i) AM/NS has already been in contact with the Candidate, (ii) is actively recruiting the Candidate, or (iii) the Candidate has previously submitted an application or resume' or other similar submission directly to AM/NS. Furthermore, in the event two or more competing search firms (or other company or recruiter) present a Candidate through the submission of a Candidate's resume', application or other similar submission, the first such recruiter to deliver the resume', application or submission to AM/NS will be the only Search Firm eligible for a fee from AM/NS. In the event AM/NS is liable to one or more search firms with respect to the same Candidate, the Contingency Fee shall be equitably adjusted so that in no event will AM/NS be liable to one or more search firms for an amount more than the total amount of the fees due hereunder.

8. AM/NS Employees. Search Firm guarantees that it will not recruit an employee of AM/NS as a candidate for a position with a third party entity so long as this Agreement is in effect.

9. Compliance with Laws. Search Firm agrees that it shall, at all times and at its own expense,

comply with all laws and regulations applicable to Search Firm as an employment agency, including but not limited to the following: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the National Labor Relations Act, the Family and Medical Leave Act, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, and the Uniformed Service Employment and Reemployment Rights Act. Search Firm warrants that it will not engage in unlawful discriminatory recruiting practices or otherwise engage in unlawful discriminatory practices. Search Firm shall indemnify AM/NS and hold it harmless from any liability, loss, damage or cost, including costs of court and attorneys' fees, resulting from Search Firm's failure to comply with any law or regulation applicable to Search Firm.

10. Responsibility for Hiring; Independent Contractors. The Search Firm acknowledges and agrees that AM/NS, in its absolute and sole discretion, is responsible for hiring Direct Placement Employees and any decisions related thereto, and suitability of the Candidate is up to the sole discretion of AM/NS. The Search Firm is not an agent of AM/NS, and is not authorized to make any offers, promises or commitments on behalf of AM/NS, and Search Firm agrees not to do so. The relationship between the parties to this Agreement is that of independent contractors. Nothing contained herein is intended to create an employment relationship or an agency relationship between the parties.
11. Indemnification. Search Firm hereby agrees to indemnify, defend, and hold harmless AM/NS, and its affiliates, directors, officers, employees, and agents (collectively, the "Indemnified Parties") harmless against and from any and all claims, lawsuits, judgments, losses, costs liabilities, damages, and expenses (including attorneys' fees) arising from or related to: (i) Search Firm's failure to comply with any of Search Firm's obligations in this Agreement; (ii) any allegation, claim, or legal action by Search Firm Employees against AM/NS; and (iii) any third party claims, lawsuits, and causes of action for personal injury or death or for property damage (including costs of court and reasonable attorneys' fees) to the extent arising from action, inaction, conduct, misconduct, negligence, wantonness, or willfulness of Search Firm or Search Firm Employees. Search Firm further agrees to indemnify and hold harmless AM/NS from and against the payment of all overtime under the FLSA, taxes and assessments that must be paid by Search Firm under applicable state or federal law or laws, in connection with the performance of Search Firm Employees under the terms of this Agreement. In addition to any other remedy, and without limiting the foregoing, AM/NS shall be entitled to set off any amounts owed to Search Firm by AM/NS pursuant to any such claim for indemnification hereunder.
12. Limitation of Liability. With the exception of Search Firm's indemnity obligations pursuant to the terms of this Agreement, under no circumstances shall either party be liable for any special, punitive, incidental, consequential or other indirect damages, directly or indirectly arising or resulting from the breach of any of the terms hereof or from the dealings between the parties, except in the event of a breach of the confidentiality provisions hereunder. Furthermore, in no event shall AM/NS's liability to Search Firm exceed the amount of the fees due for any particular Candidate.
13. Assignment. Search Firm shall not assign this Agreement, or its rights or responsibilities under this Agreement, without the express written consent of AM/NS.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Any action brought to enforce the terms of this Agreement shall be filed in a court located in Mobile County, Alabama. Search Firm and AM/NS consent to the exclusive jurisdiction of the state and federal courts located in Mobile County, Alabama.
15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties. No amendment or modification shall be effective unless in writing and signed by the parties hereto. No prior contract, understanding, or verbal representation will be binding on either party.

16. Severability. If any clause, provision, or section of this contract, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken under this contract is for any reason held to be illegal, invalid, or inoperable, such illegality, invalidity, or inoperability shall not affect the remainder thereof or any other clause, provision or section or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken thereunder or hereunder.
17. Confidentiality and Non-Disclosure: Search Firm recognizes and acknowledges that in the course of performing its duties and obligations under this Agreement it may have access to AM/NS trade secrets and confidential or proprietary information ("AM/NS Information") and that such AM/NS Information, including without limitation, information of AM/NS concerning (i) manufacturing operations, (ii) AM/NS employees, personnel and business relationships, (iii) proprietary, unpublished data and documents describing inventions, secret processes, technical information, methods, research and other know-how (including, without limitation, all drawings, plans and information relating to manufacturing, installations and operation of any of AM/NS' products or parts thereof), (iv) customers or prospects, (v) terms and conditions of sale and practices, (vi) business plans and financial information, (vii) technical knowledge relating to customer requirements, and (viii) knowledge of markets for AM/NS' products, as such AM/NS Information may exist from time to time, are valuable, special and unique assets of AM/NS' business, access to which may be necessary and essential to the performance of Search Firm and Search Firm Employees' duties under this Agreement. Search Firm hereby agrees that it will not, nor will it permit any Search Firm Employee to, during the term of this Agreement, disclose, in whole or in part, such AM/NS Information to any person, firm, partnership, association, corporation or business organization, entity or enterprise for any reason or purpose whatsoever, nor will it make use of any such AM/NS Information for its own purposes or for the benefit of any other person, firm, partnership, association, corporation or business organization, entity or enterprise. In connection therewith, upon request by AM/NS, Search Firm agrees to obtain from each Candidate a written agreement obligating each of such Search Firm Employee to adhere to and be subject to the terms of this Section 17. Furthermore and depending upon the nature of the work performed by a Candidate, a Search Firm Employee may be required to enter into and sign a Confidentiality Undertaking Non-Disclosure Agreement at the sole discretion of AM/NS.
18. Notices. Unless otherwise specified, notices required to be given by either party to the other under this Agreement shall be deemed delivered, if in writing, five (5) business days after mailing by United States registered or certified mail, or one (1) day after mailing by a nationally recognized overnight carrier, or the day delivered personally to the recipient at the address set forth above.
19. Survival of Obligations. Notwithstanding the Hiring of any Candidate by AM/NS or the termination of this Agreement, any duty or obligation which has been incurred by a party to this Agreement pursuant to the terms and which has not been fully observed, performed and/or discharged, and any right, unconditional or conditional, which has been created in this Agreement for the benefit of a party and which has not been fully enjoyed, enforced and/or satisfied, shall survive such acceptance or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.
20. Publicity. Search Firm shall not make news releases, publicize or issue advertising pertaining to the Agreement without first obtaining the written approval of AM/NS.
21. Gratuities. Search Firm acknowledges and agrees that gratuities (in the form of entertainment, gifts, or otherwise) shall not be offered or given by Search Firm to any officer or employee of AM/NS for the purpose of securing this Agreement or securing favorable treatment with respect to the awarding, or the making of any determinations with respect to the performance of, this Agreement.

22. Waiver of Jury Trial: EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY AGREEMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH OR RELATED TO OR INCIDENTAL TO ANY DEALING OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ALL PARTIES AGREE THAT ANY ONE OF THEM MAY FILE A COPY OF THIS CONTRACT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth above.

AM/NS CALVERT LLC

Search Firm: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dates: _____

Dates: _____

By: _____

Printed Name: _____

Title: _____

Dates: _____

EXHIBIT A

For all assigned Employees sourced by , AM/NS Calvert, LLC shall pay the service fees of a 32 % (per cent) mark up (1.475 cost multiplier) for each assigned employee. The following information shall be decided and approved by AM/NS Calvert, before a purchase order is written:

1. Assigned Employee Name
2. Position Title
3. Assignment Start Date
4. Designated Work Location
5. ST Hourly Bill Rate
6. OT Hourly Bill Rate

All Assigned Employees are considered hourly non-exempt. Any travel, expenses incurred and reimbursement shall be approved beforehand by AM/NS Calvert and shall be at cost with no mark up