

CONTINGENCY FEE AGREEMENT FOR RECRUITING SERVICES

This Contingency Fee Agreement for Recruiting Services ("Agreement") is entered into this _____ day of _____, ("Effective Date") between CNO Services, L.L.C., an Indiana limited liability company ("Company") with its principal place of business located at 11825 North Pennsylvania Street, Carmel, Indiana 46032 and its Affiliates and _____, ("Search Firm").

WHEREAS, Company may from time to time desire to obtain assistance in recruiting candidates for specific positions; and

WHEREAS, Search Firm wishes to provide such Services for a fee;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the following terms and conditions shall govern whenever Company requests Services from the Search Firm pursuant to a contingency search assignment for Company:

1) Definitions

- a) **"Affiliate"** means with respect to a Person, any entity that is "controlled by or under common control with" such Person. As used in this definition, "controlled by or under common control with" shall mean in the case of an entity that has voting securities, the direct or indirect ownership of at least fifty percent (50%) or more of the outstanding voting securities of such entity, and in the case of an entity that does not issue voting securities, the direct or indirect right to fifty percent (50%) or more of the profits of such entity or fifty percent (50%) or more of the assets of such entity upon dissolution.
- b) **"Confidential Information"** has the meaning set forth in Section 8)a)
- c) **"Effective Date"** has the meaning set forth in the first paragraph.
- d) **"Person"** shall mean a corporation, association, joint venture, partnership, limited liability company, trust, business, individual, government or political subdivision thereof, or any governmental agency.
- e) **"Recruiting Contact"** has the meaning set forth in Section 2)a)

2) Scope of Services

- a) Search Firm will submit all candidates to the appropriate Company Recruiting Contact identified at time service is requested by Company.
- b) Submissions to any Company associate other than the Recruiting Contact identified will not be considered valid referral. Unsolicited submissions will not be considered valid referrals.
- c) Company shall pay a placement fee to Search Firm if Company employs a candidate validly referred by Search Firm in a permanent and full-time capacity during the twelve-month period following the referral. Payment will not be made on referrals that are not valid as described in this Section 2.
- d) A referral constitutes any presentation of the candidate's qualifications or employment history that is properly submitted under this Section 2. CNO Services' hiring of a candidate validly referred by the Search Firm constitutes acceptance of service charges under this Agreement.
- e) Company shall promptly notify Search Firm when a validly referred candidate is hired.

3) Compensation

- a) In consideration of the services performed by Search Firm, Company shall pay Search Firm _____ percent (_____ %) of the annual base salary, or as agreed in writing, for any validly referred placed candidate meeting the aforementioned criteria in the Scope of Service provision. Under this Agreement, the base salary does not include any subsequent discretionary bonuses or other form of compensation paid to candidate by Company during the first twelve months of the candidate's employment.
- b) Search Firm shall invoice Company at time of hire. Company will pay Search Firm within sixty (60) days after Company's receipt of the invoice.
- c) Company is not liable for the payment of Search Firm's incidental fees, taxes, or for the taxes of Search Firm's employees including, but not limited to: state and federal income taxes, social security taxes, welfare taxes, unemployment contributions, disability insurance, training taxes and any prepayments, estimated payments or withholdings required for such taxes.

4) Selection and Performance

Company has sole discretion as to determining whether or not to interview the candidate(s) referred under this Agreement. Company may accept or reject the potential candidate for any reason whatsoever, including but not limited to skills required, background, and experience. Search Firm shall work closely with the Company's Recruiting Contact to ensure authorization to refer candidates for specific positions. Company will only honor referrals from Search Firm for job openings where Search Firm has specifically been asked to assist.

5) Guarantee

- a) Search Firm agrees to a ninety (90) day limited-liability guarantee for all placed candidates. In the event that the individual placed by Search Firm voluntarily terminates employment for any reason, or Company terminates the individual for just cause, within the 90 day guarantee period, Search Firm shall at CNO Services' request refund 100% of the applicable service fees paid pertaining to the terminated individual.
- b) Company is the sole judge of employee performance and capability. At any time that Company determines an individual is not performing in a manner consistent with normal business practices or is unable to perform the duties as defined in the candidate's position description, Company shall have the right to terminate the referred employee.
- c) Company shall notify Search Firm, in writing, when an individual's employment is terminated within the first 90 days. Search Firm may be contacted to provide a suitable replacement (as defined by Company) in a reasonable period of time; however, Company reserves the right to utilize other methods and sources to replace the terminated individual and thus request a refund. If Company hires a replacement provided by Search Firm, Search Firm is not required to refund Company the applicable service fees pertaining to the terminated individual.

6) Nondiscrimination

Search Firm and Company agree and warrant that in the performance of this Agreement, they will not discriminate or permit discrimination against any person or persons in any manner prohibited by law.

7) Non-Solicitation of Candidates

- a) Search Firm will neither approach nor recruit (directly or indirectly) any Company employees for a period of twelve months. Search Firm agrees to not approach or recruit a placed candidate for the full tenure of their employment at Company.
- b) If Company finds Search Firm in breach of this agreement, Company will be entitled to a full refund of the last search fee between said parties.

8) Non-Disclosure of Confidential Information

- a) Search Firm agrees that any information concerning or relating to Company's business, including, but not limited to, privileged salary information, provided to Search Firm pursuant to this Agreement, is confidential information ("Confidential Information"). Search Firm and any individual assigned by Search

Firm will not permit the duplication, use or disclosure of the Confidential Information whether such disclosure be oral, written in the form of computer tapes, drawings or other medium to any person other than Search Firm's employees, agents or representatives who must have such information to provide the Services, unless otherwise specifically authorized in writing by Company.

- b) Confidential Information does not include any information which, at the time of disclosure, is generally known by the public, is rightfully obtained from third parties, is independently developed by Search Firm and any individual assigned by Search Firm outside the scope of its performance of the services for Company, or had been in the possession of Search Firm and any individual assigned by Search Firm prior to its commencement of the performances of its services.
- c) Search Firm and any individual assigned by Search Firm agree that: (1) this covenant not to disclose or use Confidential Information shall survive termination of the Agreement; and (2) it shall be liable for any and all breaches of such covenant by Search Firm, its employees, agents or representatives, whether such breach occurs during or after the term of the Agreement.
- d) Search Firm shall take such steps as may be necessary in order to limit access to the Confidential Information on a need-to-know basis and assure compliance by the employees, agents, and representatives, to whom such information is given.
- e) The provisions of this section shall survive termination of the Agreement.

9) Term and Termination

The term of this Agreement is one year from the Effective Date. Either party may terminate this Agreement at any time for any reason by giving the other party prior written notice. Upon termination, Company will pay compensation as stated in this Agreement for any referral made during the term of this Agreement, and hired by Company within 12 months of first referral.

10) Limitation of Liability

Search Firm hereby releases Company, its officers, directors, agents, employees, parents, affiliates; subsidiaries, partnerships and assigns from any liability arising from bodily injury, personal injury or damage to property in any way related or incidental to the performance of services under this Agreement, excepting liability arising directly or solely from the gross negligence or willful misconduct of Company.

11) Non-Exclusivity

Search Firm acknowledges that under this Agreement Company reserves the right to, and shall not be prohibited from, receiving referrals and placement services thorough an alternate third party.

12) Assignment

Search Firm acknowledges that the services to be rendered hereunder are unique; accordingly, Search Firm shall not have the right to anticipate, alienate, delegate or assign rights or duties under this Agreement, unless otherwise specifically authorized in writing by Company, and any attempt to do shall immediately rendered this Agreement null and void.

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13) Governing Law and Venue

This Agreement and the legal relationships between the parties shall be governed by and construed in accordance with the laws of the state of Indiana without respect to its conflict of laws rules. Venue for any action between the parties arising under this contract shall be in a court located in Hamilton County, Indiana.

IN WITNESS WHEREOF, Company and Search Firm certify by their undersigned authorized representatives that they have read this Agreement and agree to be bound by its terms and conditions.

CNO Services, LLC

By: _____

Name: _____

Title: _____

Search Firm

By: _____

Name: _____

Title: _____