

PLACEMENT AGREEMENT

THIS PLACEMENT AGREEMENT (the “Agreement”) is made effective as of the ____ day of _____, ____ by and between _____ (the “Client”) and Trio Placing Qualified Nannies With Families, LLC, a North Carolina limited liability company qualified to do business in Wake County as Trio (the “Company”). The Client and the Company are, collectively, the “Parties.”

WHEREAS, the Client desires to use the services of the Company and the Company desires to provide services to the Client to find a nanny for the Client; and the Parties believe that it is in their best interests to define their relationship upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein and for other valuable consideration including an application fee of \$150 paid by the Client, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby covenant, contract and agree as follows:

I. Services.

(a) The Company shall use reasonable efforts to match the Client with individuals (the “Potential Nannies”) from the groups indicated by the Parties below:

- _____ Full-time live-out nannies.
- _____ Part-time live-out nannies.
- _____ Summer nannies.
- _____ Babysitting services.

For purposes of this Agreement, (i) “full-time” shall mean greater than thirty hours a week; (ii) “part-time” shall mean less than thirty hours a week; (iii) “live-out” shall mean a nanny who lives outside the Client’s home during the Client’s employment of the nanny; (iv) “Summer nannies” shall mean part-time nannies who are employed by the Client from the end of one school year to the beginning of the next school year; and (v) “babysitting services” shall mean individuals who are employed or engaged by the Client for a period of at least 3 hours and are paid on an hourly basis.

(b) In addition to the obligations listed in Section I(a) above, the Company shall (i) provide five references for each Potential Nanny to the Client upon request, (ii) within 45 days following employment of the Potential Nanny by the Client, pay tuition costs for each Potential Nanny to become infant and child CPR and First Aid certified from an accredited CPR and First Aid institution or agency, and (iii) use reasonable efforts to replace free of charge one Potential Nanny that was employed by the Client if the Client terminates a Potential Nanny within thirty days after the Potential Nanny begins employment for the Client, provided that the Client has paid the Company the Placement Fee no later than the day before such termination, and further provided that the Client terminated the Potential Nanny “for cause”. For purposes of this Agreement, “for cause” shall mean (i) the failure, neglect or refusal by the Potential Nanny to perform the duties and responsibilities described in any written agreement between the Potential Nanny and the Client; (ii) willful or prolonged absence from work by the Potential Nanny, other than by reason of physical or mental disability; and (iii) the conviction or plea of no contest by the Potential Nanny to any felony or any other offense involving moral turpitude, including fraud, theft, or embezzlement. The provisions of this Section I(b) shall survive the termination of this Agreement.

(c) The Client shall (i) check the references of the Potential Nannies without assistance from the Company; (ii) decide whether to hire a Potential Nanny without recommendation

from the Company; (iii) establish employment terms with a Potential Nanny that the Client employs without input from the Company; and (iv) within one week after the Client employs a Potential Nanny, provide the Company with written notice that the Client has employed a Potential Nanny.

II. Placement Fee. If the Client hires a Potential Nanny, the Client shall pay the Company a placement fee in the amount of (i) \$1,200 in the case of a full-time live-out nanny, (ii) \$1,000 in the case of a part-time live-out nanny, (iii) \$350 in the case of a Summer nanny, or (iv) \$10 for each assignment in the case of babysitting services (the "Placement Fee") no later than thirty days after the date the Potential Nanny begins employment for the Client (the "Payment Date"). The Placement Fee is subject to adjustment based on any changes in salary during such 30-day period, but shall be deemed final as of the Payment Date. If the Client fails to pay the Placement Fee by the Payment Date, the Placement Fee shall earn interest from the Payment Date at a rate of twelve percent (12%) per annum until the Client pays the Placement Fee and any accrued interest. Additionally, Client shall pay all costs reasonably incurred by the Company to collect the Placement Fee after the Payment Date, including without limitation reasonable attorneys' fees and court costs.

III. Limitation of Liability and Indemnification. The Company engages only in a referral service, and consequently (i) the Company is not a party to any agreement entered into between the Client and a Potential Nanny; (ii) Potential Nannies are not employees or independent contractors of the Company; and (iii) the Company shall not be liable for any damages caused by any Potential Nanny referred to the Client. Further, the Company makes no warranties as to the abilities or character of the Potential Nannies. Accordingly, the Client agrees to indemnify, defend and hold the Company and its members, agents, employees and customers harmless from any and all losses, claims, damages, liabilities or expenses (including reasonable attorneys' fees) of any kind or nature, in whole or in part, or arising, directly or indirectly, from this Agreement. The provisions of this Section III shall survive the termination of this Agreement.

IV. Miscellaneous. This Agreement constitutes the entire agreement between the Parties relating to the subject matters hereof and supersedes and terminates all prior agreements between the Parties. No term, provision or condition of this Agreement may be modified or discharged orally but only by a written instrument duly executed by the Parties. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law. This Agreement shall be governed and construed in accordance with the internal laws of the State of North Carolina without giving effect to its principles of conflicts of laws. This Agreement shall terminate upon the Client's full payment of the Placement Fee as provided herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

CLIENT:

_____(SEAL)
Name: _____

COMPANY:

TRIO PLACING QUALIFIED NANNIES WITH
FAMILIES, LLC (SEAL)

By: Sally A. Howell
Title: Member