

RECRUITING AGREEMENT

Cambrex Corporation ("Cambrex") and Agency ("Recruiter") hereby enter into this Agreement as of Date to record their respective rights and obligations with regard to the referral, consideration, and hiring of prospective employees for Cambrex corporate or any of its subsidiary locations in Iowa and New Jersey.

WHEREAS, the Recruiter and Cambrex desire to have the Recruiter perform professional recruiting services for Cambrex;

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

1. Term; Termination. This Agreement shall be in effect from the date first above written and shall continue in effect unless at any time either party gives the other party at least thirty (30) days prior written notice of the intent to terminate this Agreement.
2. Requesting and Making Referrals; No Obligation. Cambrex has no obligation to request a referral of a prospective employee (referred to in this Agreement as a "Candidate") from the Recruiter. From time to time, Cambrex may choose to make such a request. Similarly, the Recruiter has no obligation to respond to Cambrex's request unless it chooses to do so.
3. Corporation. Shall mean Cambrex Corporation, a Delaware corporation.
4. Employee. Shall mean any person who is employed on a full-time basis by the Corporation or any subsidiary corporation of the Corporation and who is compensated, at least in part, on a regular salary basis.
5. Requesting and Making Referrals - Procedures. When Cambrex chooses to request the referral of a Candidate and the Recruiter chooses to make that referral, Cambrex and the Recruiter agree to observe the following procedures:
 - a. Cambrex shall make its request for a referral to the Recruiter, either in writing or orally (and confirmed in writing), specifying the job title, description and requirements, salary range, and the identity of a representative(s) who is/are authorized to act on behalf of Cambrex (hereinafter referred to as "Cambrex Contact(s)"). The particular position for which a referral is sought shall be referred to as the "Position." Cambrex may limit the period of time in which the Recruiter may refer a Candidate.
 - b. The Recruiter shall refer Candidates to the Cambrex Contact only upon the receipt of a written request, or if orally requested, a written confirmation of such oral request. With regard to each such request for a referral of Candidates for a Position, the Recruiter shall communicate only with the Cambrex Contact(s). Resumes sent to any other Cambrex personnel will not be considered and shall be considered a breach of this Agreement.

c. The Recruiter shall refer Candidates by mailing, faxing or otherwise delivering a current written resume to Cambrex. Before sending the Candidate's resume, the Recruiter must receive express authorization from the Candidate to submit the resume to Cambrex for the Position. The Recruiter must also determine by communicating with the Candidate if the Candidate's resume has been previously submitted to Cambrex within the previous six (6) month period.

d. The consideration, which Cambrex gives to any Candidate for a Position, is within Cambrex's absolute discretion. Cambrex has no obligation to interview or hire any Candidate.

6. Representations and Warranties. By sending a Candidate's resume to Cambrex, the Recruiter represents and warrants to Cambrex that:

a. it has no knowledge of any false statements contained in the resume or any other information that might reasonably cause Cambrex to reject the Candidate;

b. it has completed a reference check with respect to the Candidate and obtained satisfactory results. The reference check will include verification of employment, title, stated accomplishments and responsibilities. The reference check will be obtained at the Recruiter's own expense and the Recruiter will provide Cambrex with the results prior to the extension of an offer of employment.

c. it has ascertained that the Candidate is eligible to work in the United States pursuant to the requirements of the United States Immigration Reform and Control Act of 1986, as amended;

d. it has no knowledge of the prior submission of the Candidate's resume to Cambrex within the six (6) month period before the Recruiter submitted the Candidate's resume; and

e. the Candidate has expressly authorized the Recruiter to submit the resume to Cambrex for the Position.

7. Nonexclusive Relationship. Cambrex may request other placement firms to refer any prospective employees or partners for any Position for which Cambrex has requested Recruiter to refer Candidates. The Recruiter may submit Candidates to prospective employers other than Cambrex.

8. The Recruiter will not: (i) recommend to any Cambrex Employee that such Employee seek alternative employment; (ii) inform any Cambrex Employee of any alternate position; (iii) introduce any Cambrex Employee as a candidate for employment/partnership by or with any other employer; or (iv) receive or share in any compensation or fee received by any other individual or entity for making any such introduction of a Cambrex Employee.

9. Payment of Fee - Conditions; Amount of Fee; Timing of Payment; Return of Fee.

- a. Conditions. If the Recruiter submits the resume of a Candidate who is hired for a Position and becomes an Employee of Cambrex (referred to in this Agreement as "Hired Employee"), Cambrex shall pay the Recruiter a fee as set forth herein in accordance with the guarantee schedule listed below so long as the following three (3) conditions are satisfied:

Guarantee Schedule

Compensation Level Guarantee Period

\$0 - \$69,000	90 Days
\$70,000 +	120 Days

- (1) the Hired Employee remains employed by Cambrex for a period of more than the respective guarantee period after the Hired Employee actually starts working for Cambrex (hereinafter referred to as the "Start Date");
- (2) the Recruiter is responsible for the predominant act, fact or condition which caused Cambrex to hire the Hired Employee for the position (hereinafter referred to as the "Procuring Cause"); and
- (3) the Candidate's acceptance of Cambrex's offer for a Position is not more than the respective guarantee period after the Recruiter first submitted the Candidate's resume to Cambrex.

In making its sole, absolute and good faith determination of Procuring Cause, Cambrex may consider the following factors: (A) whether the Candidate learned of the position as a result of or during the Recruiter's referral; (B) whether Cambrex learned of the Candidate's suitability for the position as a result of or during the Recruiter's referral of the Candidate; and (C) any other factors Cambrex deems relevant.

- b. Amount of Fee & Timing of Payment. Cambrex will pay the Recruiter a fee equal to 25% percent of the Hired Employee's first year base salary, exclusive of relocation expenses, bonuses and overtime, with the 25% fee waived for every fifth Hired Employee. The fee shall be paid as follows: net (61) days following the Start Date.

- c. Return of Fee. Regardless of the reason why a Hired Employee may separate from Cambrex, if such separation occurs before the respective guarantee period from the Hired Employee's Start Date, Cambrex shall be entitled to a one hundred (100) percent refund of the fee paid for that Hired Employee. Such refund shall be made within thirty (30) days from the date of Cambrex's written refund request. A replacement candidate, at no additional fee and in lieu of this refund, may be negotiated with the Cambrex Contact on a case by case basis.

10. Payment of Fee When Candidate Accepts a Second Position. If Cambrex rejects a Candidate for a Position and that Candidate later applies and is hired by Cambrex for another position, Cambrex shall have no obligation to pay the Recruiter any fee in connection with the Candidate's placement and/or employment for the second position unless the three (3) conditions described in paragraph 9 a. herein are satisfied.

11. Equal Employment Opportunity. It is Cambrex's policy to provide equal employment opportunity in all aspects of our personnel actions. It is understood and agreed by Recruiter that any search efforts conducted on behalf of Cambrex will be done so in accordance with current federal and state equal employment opportunity and affirmative action law, regulations, and guidelines. If Cambrex determines that any aspect of the recruiting effort made by Recruiter is not in compliance with the same, it shall request Recruiter to make any necessary modifications, adjustments, etc. in order to comply. If Recruiter fails to comply, Cambrex shall have the right to cancel its involvement in any search efforts and/or terminate this Agreement. Recruiter shall defend and indemnify Cambrex against all liability, loss, damage and expense arising from Recruiter's failure to comply with the foregoing laws, regulations and guidelines.

12. Indemnification. Recruiter shall defend and indemnify Cambrex against all liability, loss, damage and expense brought by any Candidate arising from for any breach of representation or warranty or obligation hereunder and from Recruiter's negligence or willful misconduct during the hiring process. Cambrex shall defend and indemnify Recruiter for all liability, loss, damage and expense brought by any Candidate arising from Cambrex's negligence or willful misconduct during the hiring process.

13. Entire Agreement; Amendment. This Agreement is the entire agreement between Cambrex and the Recruiter on these matters and may be amended only in a writing signed by Cambrex and the Recruiter.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

Cambrex Corporation

Agency

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____