Client Service Agreement – Recruitment Services Terms

TERMS OF ENGAGEMENT

A) Application:

This document sets out the terms on which we offer to supply our recruitment services to you. These terms only apply if you accept them.

B) Interpretation:

- Our candidate/s means anyone:
  - Who is seeking a position through us;
  - Or whom we have identified as a person who might consider seeking a position through us;
  - And about whom we are able to provide relevant information regarding that person's availability or suitability for a position.

- We, our or us refers to Job Navigator and you or your refers to the client named at the end of this document.

C) Presentation of our Candidates:

The presentation of one of our candidates commences when we first forward to you any information about the candidate.

D) Our Responsibilities (When we present a candidate):

- We will take reasonable steps to ensure that we have the candidate's permission to present that candidate to you;

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- We will take reasonable steps to present only candidates who, in our opinion, are potentially suitable for placement with a view to short-listing or assessing them for your consideration;

- We will alert you to those relevant aspects of our short-listed candidate's information that we have not been able to satisfy ourselves are substantially accurate, complete or up to date;

- Arrange interviews with selected candidates;

- We would ensure that it does not poach from Employer during the terms of this contract.

- Indemnity – We endeavors to provide accurate background on candidate's qualifications and experience. However, these details are based on the information made available to us by candidates and referees and, because of this; no responsibility can be accepted for errors, omissions or incorrect conclusions. Whilst we endeavors to submit candidates that are suitable for your needs, we Cannot accept liability on behalf of ourselves, our servants or agents for any loss or damage or other costs irrespective of how they are caused which a Employer may suffer or for which a Employer may become liable arising out of or in connection with that introduction of our candidate to a Employer company.

E) Your Responsibilities:

- You will expressly state the services to be engaged and confirm it to us in writing;

- To provide us with full and accurate information about the position requirements, including an accurate position description, any inherent requirements of the position, any weighting given to necessary or desirable attributes of a hypothetical successful candidate, a duties statement, and any key performance indicators relevant to the position, if available.

- To notify us immediately of:

  - The outcome of any interview between you and our candidate;

  - Any offer (or acceptance of any offer) in relation to the placement of our candidate

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with you, or a person on whose behalf or for whose benefit you may be acting, or to whom you have communicated any personal information about our candidate. Your notification must include details of the remuneration or benefits offered;

- Your employment or engagement of our candidate;

- To pay us our fee for the placement of our candidate if you breach any contract for the employment or engagement of our candidate before the placement is complete and the contract terminates for that reason.

- That you are responsible for satisfying yourself:

  - That our candidate has the qualifications, training, and experience necessary to undertake the placement and

  - That our candidate meets any suitability, security, trade, professional, or occupational health and safety requirements imposed by law in order to work in the placement;

  - That our candidate meets any other inherent requirements of the placement.

F) Our Fees and Charges:

We agree to be appointed by Employer, to carry out the executive search assignments.

Our search charge would be as follows:

Positions	**Our Rate for Service**	**Annual CTC offered (in INR)**
Junior-Executive level	5.99% of Annual CTC	From 80,000.00 to 2,19,999.00
Middle- Sr. Exe / Asst Mgr Level	7.99% of Annual CTC	From 2,20,000 to 5,99,999.00
Senior and Top Management- Manager and above	9.99% of Annual CTC	6,00,000.00 or above

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- For the purpose of definition, the term "gross salary" would include Basic Salary, HRA, Travel Allowance, LTA, Conveyance, Special Allowance, Medical, and any Other Supplementary cash/bank allowances; Whether monthly or annual. However, this will not include any stock options, bonus, sign on and/or performance bonus.

- For the purposes of this assignment, our search fee will be invoiced in the following manner: -

  - All payment are payable after 25 days but within 40 days from the date of Joining. The invoice will be presented upon written or verbal acceptance of all parties to a contract of employment. It is your responsibility to inform us regarding the selection, and provide a copy of the contract offered

G) Replacement Guarantee:

If the appointee resigns from the employment before 90 days we will provide a free replacement acceptable to the you.

H) Exclusions:

- Because you are ultimately responsible for your decision to employ or engage our candidates and because once they are employed or engaged they work under your control, supervision and direction

  - (NO REPRESENTATIONS) We make no representation or guarantee that they will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal;

  - (REDUCED LIABILITY & INDEMNITY) We will not be liable to you for, and you will hold us harmless against any liability for, damage, loss or injury of whatsoever nature or kind, however caused whether directly or indirectly and whether by our negligence or that of one of our candidates (including their servants or agents) once they are engaged by you;

  - (IMPLIED TERMS) Our liability for any breach of a term implied in this agreement by any Act of Parliament will be limited, at our option, to providing, or paying the

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costs of providing, the services again.

- The provisions of this clause 8 continue to bind the parties after this agreement ends.

I) Privacy and Confidentiality:

- You agree to preserve the privacy of personal information concerning any of our candidates whose personal information has been provided to you, or accessed by you, to a standard not less than that prescribed by the Privacy Act 1988 (Commonwealth); and additionally to hold yourself as a trustee of the promise to do so for the benefit of our candidate.

- So far as the law allows, you must maintain the confidentiality of any information that we communicate to you and identify as being confidential (including the fact that one of our candidates may be seeking a new position). You must not use or disclose confidential information that we communicate to you without our written consent. For the purposes of this sub-clause you may use confidential information that we have communicated to you about our candidate for the purpose of engaging our services.

- You must identify any information that you require us to keep confidential. If you do not expressly identify information that you communicate to us as being confidential we may use and disclose it as we think fit for the purpose of providing or offering our recruitment services to you; and you must indemnify us against any claims (including costs) for breach of confidentiality that may flow from our use or disclosure of it.

- The following information is expressly identified as being confidential, namely information about:

  - Your current staff;

  - Your human resources strategies;

  - Your systems and procedures We will not use or disclose it without your consent.

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J) Entire Terms & Conditions:

- These terms represent the entire agreement between us and you in relation to its subject matter. All implied and statutory terms, to the extent to which they are inconsistent with these terms, are excluded to the fullest extent permitted by law.

- By accepting the terms set out in this document, you acknowledge that neither we, nor anyone acting on our behalf, has made any warranty or representation to you in relation to the matters covered by this agreement which is not fully set out in these terms, that you have not relied upon any such warranty or representation, that you have read these terms together with the Schedule, and that you have understood them.

EXECUTED BY:-

AUTHORISED REPRESENTATIVE –

ORGANISATION :

SIGNATURE:

POSITION:

PHONE :

DATE: .

FOR JOB NAVIGATOR

AUTHORISATION SIGNATURE:

POSITION:

DATE:

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