



RECRUITMENT SERVICES AGREEMENT

This agreement is made as of the ____ day of _____, 20____

BETWEEN: 10 Percent Recruiting Ltd.
2020 Scotia Place Tower One – 10060 Jasper Ave. Edmonton, AB T5J 3R8
(Hereinafter referred to as the "Recruiter" or "we")

AND: _____

(Hereinafter referred to as the "Client") (collectively, the "parties").

10 Percent Recruiting Sales Associate Details	
Associate Name	.
Contact Details	.

Client Details	
Client Name	.
Client Contact	
Address	..
Telephone Number	
Email Address	

Placement Fee
The candidate placement fee is 10% of the gross yearly remuneration, calculated as the total of the base yearly salary, guaranteed parts of allowances, projected commissions, and/or bonuses.
Payment terms are 15 days. GST is charged in addition to the Placement Fee.

Guarantee
If the placed candidate voluntarily leaves the employment of the Client or is terminated within 90 days from the date of employment for non-performance (other than as a result of layoff, reduction in workforce, change in corporate ownership, breach of employment agreement, conditions, change in location or job content), then we will provide a replacement candidate at no additional charge provided that Client has paid the Placement Fee in full in accordance with the payment terms of this Agreement.

1. UNDERTAKING OF RECRUITER

10 Percent Recruiting Ltd. agrees to use its best efforts to find suitable candidates to fill each position as directed by the Client. The goal of the Recruiter is to save valuable Client time, assist in the successful hiring processes, and provide the Client access to top candidates. 10 Percent Recruiting Ltd. will actively source, recruit and screen candidates.

The Recruiter's work includes the following: 1) initial needs assessment with Client to formulate criteria for candidate selection, corporate background, position, salary, and location specifics, 2) identification of potential candidates through résumé database review, networking calls, direct contacts with competitors, receipt of résumés through mail and fax, advertising and leads, 3) candidate screening through résumé reviews and direct telephone interviews, 4) preparation of interview notes for presentation to Client, 5) referral of screened and interviewed candidate résumés to Client, 6) coordination of candidate interviews with Client, both telephone and in person, 7) verification of candidate references when requested by Client, 8) assistance with the coordination and acceptance of job offers.

The Recruiter endeavors to ensure the suitability of any candidate introduced to the Client by obtaining confirmation of the candidate's identity; that the candidate has the experience, training, qualifications, and any authorization which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.

2. CANDIDATE REFERRALS

10 Percent Recruiting Ltd. will provide screened and interviewed résumés directly to the hiring authority identified within the Client's organization.

All referred candidates are considered to be valid referrals from 10 Percent Recruiting Ltd. to the Client unless the Client immediately notifies the Recruiter of recent and prior employment conversations which the Client has conducted with a specific candidate within the ninety (90) days preceding the Recruiter's referral of the candidate to the Client.

Referred candidates are considered active 10 Percent Recruiting Ltd. candidates for a period of one (1) year from the date of initial referral to the Client. Should the Client hire or employ a referred candidate in any job during this period, the fees as described below are considered to be due to 10 Percent Recruiting Ltd.

During the term of this Agreement and for a period of one (1) year thereafter, the Client will not, directly or indirectly, solicit for employment any candidate of 10 Percent Recruiting Ltd. without being liable for the standard Placement Fees.

Any information disclosed to the Client regarding referred candidates is confidential and the property of 10 Percent Recruiting Ltd. The Client agrees to not disclose candidate information or forward candidate documents to any third party and to use the information only for consideration of employment of the candidate by the Client.

All candidate names, information, and other data collected by the Recruiter in the performance of this Agreement will be the property of 10 Percent Recruiting Ltd.

3. FEE CALCULATION AND PAYMENT SCHEDULE

The Client is not responsible to 10 Percent Recruiting Ltd. for any reimbursements for expenses incurred by the Recruiter on behalf of the Client, including hours worked, long-distance telephone,

travel, interviewing time, sourcing expenses, website advertising, postage, fax, office support, photocopy, or other ordinary recruiting expenses required to conduct employee searches for the Client.

The Client understands that 10 Percent Recruiting Ltd. incurs recruiting expenses on a risk based contingency basis and will be remunerated through payment of a recruitment placement fee upon successful hire of a referred candidate. The Client agrees to pay a fee equal to 10% of the candidate's gross yearly remuneration, derived from the base yearly salary, sign-on bonus, allowances, and any guaranteed portion of bonus.

This Placement Fee is due the effective day of hire and must be paid within fifteen (15) calendar days from the employee's starting date to insure terms, including guarantee. Invoices not paid when due bear interest from the invoice date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. Time is of the essence of all payments under this Agreement. If any payment due is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, the Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorneys fees.

4. LIMITATION OF LIABILITY

THE FOREGOING PROVISIONS ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL, STATUTORY EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10 Percent Recruiting Ltd. shall not be liable under any circumstances, whether in contract or in tort or under any other legal theory, for any lost profits or revenues, loss of use, expense, damage, delay, costs or compensation (whether direct, special, incidental, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Recruiter seeking a candidate for the Client or from the introduction to or hiring of any candidate by the Client or from the failure of the Recruiter to introduce any candidate or for any claim made against the Client by any other party, even if 10 Percent Recruiting Ltd. has been advised of the possibility of such claim. The Recruiter does not exclude liability for death or personal injury arising from his/her own negligence.

The Client will be wholly responsible for its decisions and 10 Percent Recruiting Ltd. will have no responsibility or liability for the quality, performance, malfeasance, or wrongdoing of any candidate referred to the Client by the Recruiter.

In no event shall 10 Percent Recruiting Ltd. be liable under any claim made by the Client to exceed the total amount of fees theretofore paid by the Client to 10 Percent Recruiting Ltd. under this Agreement.

5. STANDARD OF CARE

10 Percent Recruiting Ltd. will perform services under this Agreement in a professional manner in accordance with the Client's instructions. The Client will be wholly responsible for its decisions and 10 Percent Recruiting Ltd. will have no responsibility or liability for the quality, performance, malfeasance, or wrongdoing of any candidate referred to the Client by the Recruiter.

The Client shall satisfy itself as to the suitability of the candidate and the Client shall take up any references provided by the candidate to the Client or the recruiter before engaging such

candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any candidate, and satisfying any medical and other requirements, qualifications, or permission required by law.

6. BREACH OF AGREEMENT

In the event of the breach of this agreement by either party, the party responsible for the breach shall be liable for the cost of litigation, including but not limited to reasonable attorney's fees incurred by the other party in initiating litigation to enforce the same.

7. ENTIRE AGREEMENT

These terms constitute the entire agreement between 10 Percent Recruiting Ltd. and the Client with respect to the subject matter hereof, and may be amended only in writing signed by Recruiter and Client. This Agreement prevails over any other agreement, oral or written, between the Recruiter and the Client, and any prior agreements are null and void.

8. AGREEMENT NON-EXCLUSIVE

The Recruiter agrees that this Agreement is non-exclusive and that nothing in this contract shall be interpreted as a restriction on Client's right to procure personnel services from any other vendor or through its own auspices.

9. TERM AND TERMINATION

This Agreement shall be in effect for a period of one year and will automatically renew for a period of one year upon its anniversary unless either party provides notice of termination. The parties agree that either party may terminate this Agreement, in writing upon 15 days notice, at any time, for any reason. If terminated by the Client, 10 Percent Recruiting Ltd. is entitled to the Placement Fee for any candidate submitted prior to the date of notification and hired within 180 days thereafter.

10. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the province of Alberta, and are subject to the exclusive jurisdiction of the Courts in Edmonton, Alberta, Canada.

10 Percent Recruiting Ltd.

Client

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____