

RETAINER SERVICE AGREEMENT

Best Retail Careers International Inc. (hereafter referred to as BRCII) provides talent search and placement services internationally and globally, specializing in the retail sector to major retail brands, (hereafter referred to as the CLIENT). The following document sets out the terms and fees related to paid by performance contract services between BRCII and the CLIENT. This document governs all transactions between the parties.

AGENT STATUS

BRCII acts as the sole agent and owner for all candidate information sent to the CLIENT for consideration of any hire, for any role, specifically contracted or not, to the exclusion of all other sources, internal or external to the CLIENT and this agreement takes effect from the date and time of submission of the candidates' name, with or without a full resume to the CLIENT. Sources other than a resume submission may include profiles via social media sites such as, but not limited to LinkedIn, Facebook, Instagram.

Any and all communication regarding submitted candidates to the CLIENT by BRCII are to be arranged through BRCII; including reviews, interviews, documents, feedback, offers or any other conversation (written or oral), or internet based with the candidate. At no time will the CLIENT engage in any communications with submitted candidates without written consent from BRCII.

The CLIENT accepts that BRCII has exclusive agent and ownership status of the candidate information for the life of this agreement, as well as a twelve (12) month period following any termination of such agreement; and BRCII is entitled to receive compensation for any hire accomplished using information supplied by BRCII to the CLIENT within the terms of this agreement, either directly or indirectly to any affiliate brand under the umbrella, management or investment of the parent owners of the CLIENT.

In order for all terms and warranties to be in force, the CLIENT agrees to supply a minimum of one (1) search to hire opportunity per quarter for the twelve (12) month term, and complete at least three (3) annual hires during the term of this agreement. If this target is not met the warranty of the last hire performed is deemed null and void.

EXCLUSIVITY

Candidate names and information submitted to the CLIENT is for the exclusive use of the CLIENT for a period of five (5) business days from the date and time of submission (regardless if the CLIENT has actually chosen to examine the information supplied during this time frame) and will not be submitted to any other CLIENT of BRCII.

The CLIENT has five (5) business days to review the candidate information and decide if there is interest in opening a communication with the candidate for purposes of exploring a hire.

After the expiry of the five (5) business days, without a firm date set to communicate with the submitted candidate from the CLIENT, BRCII is released to offer the candidate information to any other client for purposes of obtaining employment, and the CLIENT acknowledges it has lost its right to exclusivity of candidate information.

During the period of contract between BRCII and the CLIENT, BRCII will not contact or engage or encourage any current employees of the CLIENT for purposes of obtaining alternate employment for them.

Upon expiry of this agreement, unless BRCII receives written notice of renewal thirty (30) days prior to expiry of this agreement, BRCII is free to contact employees of the CLIENT for any purpose, including alternate employment, commencing one (1) business day after the expiry of this agreement.

CONFIDENTIALITY

All candidate information supplied to the CLIENT is considered confidential and may not be shared with any other party without written consent of BRCII.

BRCII agrees to hold all information related to any specific search role ordered by the CLIENT that it has issued a Purchase Order number for as confidential to the interests of the CLIENT.

BRCII will be held harmless as to any other information it may come to be aware of that relates to the CLIENT that is without malice disseminated during the exercise of its efforts on behalf of the client to any other party.

The CLIENT understands and agrees its brand name will be used during all search and placement efforts by BRCII and its affiliates on behalf of the CLIENT unless notified in writing that the search is to be of a confidential nature.

The CLIENT understands and agrees that BRCII and its affiliates will identify and use publicly at times of its own discretion the CLIENT brand name for purposes of promotion and enhancement of the reputation of BRCII and to increase size and scope of the talent pool it can deliver to the CLIENT.

WARRANTY

BRCII warrants that every candidate hire, as long as the contract fee for the hire is paid in full and received by BRCII within the dates outlined in the invoicing agreement, will in fact start employment on the date agreed upon by the candidate and the CLIENT, and will remain as an employee with the CLIENT for a period of ninety (90) calendar days from employment start date, or BRCII will make a one-time replacement hire of equivalent value.

The warranty is valid in the event that a new hire resigns within the warranty period.

The warranty is NOT valid where the new hire is terminated for any reason. BRCII cannot warranty the specific performance of any hire.

Failure to deliver the full invoice amount within the terms of the invoicing agreement nullifies this warranty. All outstanding invoices for any other search completions must be paid in full as agreed for any singular event warranty to be in force. Failure to have all current invoices paid per the terms of this agreement nullifies any warranty of any kind, for any placement (past or current).

Should a candidate fail to report for employment as agreed with the CLIENT and remain as an employee with the CLIENT for a period of ninety (90) calendar days for reasons other than major illness, family crisis, deceit, imprisonment, or failure of the CLIENT to deliver the role as agreed upon in the employment contract to the candidate or any other event for which BRCII could not reasonably foresee, BRCII agrees to supply once only an alternate candidate to fill the role subject to the terms outlined below.

A replacement hire is offered at no additional charge to the client for the IDENTICAL contract terms of the original candidate including pay structure, geography, title, etc. No accommodation or relief of fees is available should the replacement candidate be hired at lesser terms than the original hire that would reduce the fees owed to BRCII.

BRCII will invoice a surcharge to the CLIENT should the replacement candidate be hired at a higher level of fees than the original candidate would have generated.

BRCII will have sixty (60) days to deliver one (1) suitable replacement candidate to the CLIENT for review as a replacement hire.

The CLIENT agrees to accept and hire a candidate supplied by BRCII within sixty (60) days of submission by BRCII as a replacement for the identical vacated role.

Failure by the CLIENT to accept and hire any replacement candidate supplied by BRCII within the sixty (60) days, nullifies the warranty offered by BRCII to the CLIENT, and BRCII will have no further obligation to supply candidates for the vacated role.

Where BRCII delivers a replacement candidate that the CLIENT provides a written offer but the candidate for any reason refuses the offer, it shall be deemed that BRCII has fulfilled its obligation to deliver a replacement candidate as acceptance of an offer is outside the control of BRCII whose only mandate for the warranty is to provide candidates who will POTENTIALLY accept an offer.

BRCII makes full effort to deliver acceptable replacement candidates within the allotted period of time; if the CLIENT has agreed to interview a maximum of three (3) persons from submitted resumes and still makes no offer, the obligations of BRCII are deemed completed for replacement hiring purposes.

At no time does BRCII offer, or is obligated to offer any refunds for filled roles that experience a performance failure. Replacement candidates are the ONLY warranty offered to the CLIENT as outlined above.

Termination as a result of involuntary discharge with respect to non-satisfactory job performance by a candidate are NOT eligible for warranty replacement, nor is position phase-out or restructuring.

OTHER TERMS AND CONDITIONS

The CLIENT understands that once a job price and purchase order number have been issued for a search and placement, the fees are firmly set and are non-negotiable at any later stage.

The CLIENT understands and agrees that the fees charged by BRCII are for the manpower and resources used to conduct the search and to deliver a signed and accepted offer of employment by both parties, independent of whether this agreement is eventually terminated, and independent of what agreements the parties make regarding employment start date.

BRCII therefore submits its invoice to the CLIENT upon final acceptance of the offer of employment between the two parties **REGARDLESS OF EMPLOYMENT START DATE**.

BRCII plays no role in negotiating start dates or other on-boarding processes that are the private exchanges between a signed and accepted candidate and the CLIENT, this becomes part of the Employment Contract between the two parties and this falls outside of the scope of activity for BRCII.

Should the Employment Contract be terminated after fees have already been paid by the CLIENT, it is understood that the warranty of the this agreement automatically is in force.

The CLIENT shall conduct its own reference and background checks pre-employment. BRCII does not warrant the validity of any information it supplies that was provided by the candidate or other party regarding the candidate for employment.

Any reference checking by BRCII is subject to an additional hourly fee of \$100.00 per hour and will be added to the invoice once the search is completed.

BRCII may use any method it deems professionally suitable and required to search and source its candidates including public and private job boards, job fairs, printed ads, internet ads, referrals, etc.; and the CLIENT agrees that BRCII may use its brand name in these efforts to obtain the best candidates for the CLIENT.

The CLIENT will submit to BRCII twenty-four (24) hours **PRIOR** to delivery to the candidate a full and complete copy of any Offers of Employment, and that BRCII will be the **AGENT** that delivers the offer to the candidate and not the CLIENT directly.

The CLIENT will not directly negotiate any Offer of Employment with a candidate and will use BRCII to conduct all such negotiations.

The CLIENT understands that a fee is payable on any occasion where BRCII reaches out to a candidate to make them aware of a career opportunity, and is subsequently hired by the CLIENT regardless of whether or not that candidates name is already in their Applicant

Tracking System from a previous search, or inclusive of circumstances in which the CLIENT suggested the candidate be approached by BRCII. The Act of Informing and Interviewing the candidate constitutes a payable work order.

Where a client is using more than one (1) search firm to fill a role, and a candidate is hired from the pool of submissions by all parties, and a duplicate candidate submission has occurred, but BRCII has not been immediately informed of the duplication at the time of submission, BRCII is entitled to full payment for the search work, regardless of fees owed to any other agency.

CANCELLATION POLICY

A signed contract between BRCII and the CLIENT is in force for twelve (12) months from date of signing. No retainer fees or other fees earned are refundable.

Any work undertaken by Purchase Order issued by BRCII still in progress at the time of receipt of any cancellation shall be taken to completion, and is fully invoiced at the original terms of the contract.

Any candidate submitted by BRCII during the time this agreement is in force but who is subsequently hired for any role, or any brand under the umbrella of the CLIENT during the twelve (12) months after the termination of this agreement is fully billable by BRCII to the CLIENT under the terms of this agreement, giving BRCII exclusivity of the candidate information.

Any cancellation of this agreement effectively terminates the relationship between the CLIENT and BRCII and all warranties then become null and void for any filled or subsequently filled purchase orders. Any violation of any term contained in this agreement shall give BRCII the right to void any earned warranties by the CLIENT.

Where no written cancellation of services notice is received by BRCII it is presumed all terms and conditions beyond the original expiry date are in force, and carry forward until such time as written cancellation is received.

FEE STRUCTURES AND TERMS

Final invoices are dated on the day the candidate signs the offer; however are not issued until the candidate has cleared any necessary background checks or other qualifiers for the position and the Employment Contract takes effect.

Invoices are issued when the Offer of Employment is considered completed and binding to both parties, regardless of the start date of employment agreed upon by the CLIENT and the new employee. It is the CLIENT responsibility to ensure the invoice is fully paid via electronic funds transfer by the day the candidate starts employment.

All fees due from American co-broker placements are payable in US dollars via wire transfer. Refer to Fees Schedule and Terms (Appendix B) for details.

SIGNATURES

On behalf of _____ (Company Name)
I, _____ (Signing Party Name),
authorize this agreement, dated _____, with Best Retail Careers
International Inc., I have read, understood and agree to all the terms and conditions. I have
full authority for above noted company to enter into this agreement on their behalf and to bind
them to all fees and terms as outlined.

Signature of Signing Party

Title of Signing Party

Name of Witness

Witness Signature

BRCII Accepted:

V. Suzanne Sears, President
Best Retail Careers International Inc.

Date Accepted

Client Billing Address and Contact Information

Street 1

Street 2

City

Prov/State

Postal/Zip Code

Country

Signing Party Direct Phone: _____ Ext. _____

Signing Party Email: _____

Accounts Payable Contact: _____

Accounts Payable Phone: _____ Ext. _____

Accounts Payable Email: _____

APPENDIX A RETAINED SEARCH TERMS

Definition

A Retained Search is a dedicated search for candidate(s) to fill a specific purchase order ordered by the CLIENT for which a Guaranteed Fee is agreed upon and payable during the search process for a specific amount of pre-set time.

Retained Searches

A Retained Search is a promise by BRCII to devote specific resources and job time to deliver a specific guaranteed result, within a specific time frame. There is a guaranteed payment structure in return for these dedicated assets and is payable in performance increments and not necessarily tied to an actual hire. Fees cover specific items such as dedicated hours of search time, search status reports, various ad postings and/or attending events on behalf of the CLIENT such as Job Fairs, Trade Shows; as well as visits to candidate places of employment.

Payment Terms

Please see Fees Schedule and Terms (Appendix B attached).

Contact Information

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