



Agreement entered into between:

HIRE RESOLVE USA LLC

("the Company")

AND

("the Client")

1. INTERPRETATION

- 1.1. "Base Annual Salary" means the Candidate's base salary to be paid to the Candidate during their first year of employment;
- 1.2. "Candidate" means the 'potential employee' as defined as the person to whom the Client may be introduced by the Client with a view to enter into a contract of employment;
- 1.3. "Days" means calendar days;
- 1.4. "Employer" refers to the Client;
- 1.5. "Employment" means all and any work of whatsoever nature or description undertaken and carried out by a Candidate on behalf of a Client, whether such work is undertaken by such Candidate in his personal capacity or in a representative capacity and without derogating from the generality of the afore going, undertaken on behalf of a corporation, company, partnership or association;
- 1.6. "Introduction" means the solicited or unsolicited introduction of a Candidate to the Client by the Company, by means of inter alia:
 - 1.6.1. Forwarding a resume/curriculum vitae of the Candidate to the Client;
 - 1.6.2. Arranging an interview between the Candidate and the Client;
 - 1.6.3. Receipt by the Client of a resume/curriculum vitae of the Candidate delivered by the Company by, inter alia, ordinary mail, registered mail, e-mail, hand delivery or any other means.

2. SCOPE OF SERVICES

- 2.1. The Company is not an employer and carries on business only as an agent for the purpose of affecting introductions between persons desiring to enter into contracts of service;
- 2.2. The Client undertakes, when making enquiries with the Company as to potential Candidates, to give full information to the Company as to the nature of the work concerned, the qualifications and experience required of the Candidate, and the probable salary applicable;
- 2.3. Should a Candidate introduced by the Company be employed directly by the Client within 12(twelve) months of the original introduction to the Client by the Company, regardless as to whether the employment of the Candidate arose directly or indirectly from the introduction of the Candidate, the Client shall then be liable for the payment of a fee in accordance with the normal terms and conditions as set out herein.

3. PLACEMENT

- 3.1. The client undertakes to advise the Company immediately as to whether the Candidate is to be appointed or not, and if appointed the intended duration of appointment and the Base Annual Salary attached to the appointment;
- 3.2. If the appointment is not of a permanent employment nature, the Client shall indicate the period of such engagement.

4. REMUNERATION/PLACEMENT FEE

- 4.1. No remuneration shall be paid to the Company until the Candidate is appointed by the Client and successful placement has taken place;
- 4.2. If the Candidate is appointed, the Client shall pay to the Company a fee calculated as a percentage of the Candidate's Base Annual Salary as follows:

BASE ANNUAL SALARY	FEE
< \$80,000	20%
\$80,001 - \$120,000	25%
> \$120,000	30%

- 4.3. Unless specifically agreed otherwise, Employment shall be deemed to be permanent in nature;
- 4.4. Payment shall be made to the Company by the Client within 30 (thirty) days of receiving the Company's invoice which will coincide with the commencement date of employment;

5. GUARANTEE

- 5.1. The benefit of the Guarantee Period will only apply if:
 - 5.1.1. The placement fee is paid by the Client to the Company within 30 days from commencement date of employment; and
 - 5.1.2. Written notice is given to the Company within 7 (seven) days of termination or resignation date of the Candidate;
 - 5.1.3. The Candidate leaves the employment of the Client by his own volition or employment is terminated within the guarantee period of employment, and not by reason of being dismissed by the Client due to technical incompetence, retrenchment, redundancies or unfair dismissals.
- 5.2. If the Company is not able to source an applicant as per the client's original job specifications/requirements within 30 days of receiving written notice, a Credit Note will be given to the Client based on the following days sliding scale if employment is terminate from date of commencement:

DAYS SINCE COMMENCEMENT	PERCENTAGE RETURN
1 – 30 DAYS	65% of Placement Fee
31 – 60 DAYS	45% of Placement Fee
61 – 90 DAYS	25% of Placement Fee

- 5.3. After 90 (ninety) days of commencement of employment, the guarantee for permanent appointments become invalid, and the Company will not be liable should a Candidate's permanent employment be terminated;
- 5.4. A Credit Note that has not been utilised after 6 (six) months of issue date, will be forfeited;
- 5.5. Credit Notes/Guarantee Periods only apply to Permanent Placements, and do not apply to Contractual Placements.

6. ACCEPTANCE OF TERMS AND CONDITIONS

- 6.1. In the event of the Client failing to sign these Terms and Conditions, then the interviewing in whatever form (Skype, telephonic, face to face, etc) and/or appointing (whether permanent, temporary or of limited duration) of a Candidate within a period of 12 (twelve) months, from date of introduction, or subsequent re-introductions, will be deemed to be acceptance by the Client of these Terms and Conditions and the Client shall be bound thereto.

7. COMPANY'S LIABILITY/INDEMNITY

- 7.1. The Company is not liable for any loss or expense, howsoever the same may be caused, which may be incurred by the Client in affecting or attempting to affect, a meeting following any introduction by the Company;
- 7.2. Despite the Company taking extreme care and caution to screen a Candidate, the Company shall not be responsible for any conduct or actions of the Candidate or for financial loss or other loss of whatsoever nature caused by the actions or omissions of the Candidate;

- 7.3. The Company will not be responsible for any errors or omissions concerning the information furnished in respect of the Candidate;
- 7.4. The Client indemnifies the Company against loss, damages or costs suffered or incurred by the Client, as a direct or indirect consequence of the introduction or procurement of a Candidate.

8. BREACH

- 8.1. Should the Client breach this Agreement and fail to remedy such breach within 20 (twenty) day after receiving written notice requiring such breach to be remedied, the Company will be entitled to institute a claim for liquidated damages against the Client;
 - 8.1.1. The Client will be liable for all legal costs incurred on an attorney and client scale; and
 - 8.1.2. Interest will be charged on all amounts outstanding past 90 (ninety) days at a rate of 2,5% per month.

9. CONFIDENTIALITY

- 9.1. All information provided to the Client concerning the Candidate must be treated in the strictest of confidence and the Client is precluded from contacting in any way whatsoever the Candidate’s past or present employers without the prior written consent of the Company;
- 9.2. The Client indemnifies the Company against loss, damages or costs suffered or incurred by the Client as a result of breaching this confidentiality clause.

10. GENERAL

- 10.1. These Terms and Conditions set forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all oral and written agreements and understandings relating thereto;
- 10.2. No waiver, alteration, modification, or cancellation of any of the provisions of these Terms and Conditions shall be binding unless made in writing and signed by each of the parties hereto;
- 10.3. The Company’s failure at any time or times to require performance of any provision hereof shall not constitute a waiver of such right and the Company reserves the right to enforce such a provision at a later stage;
- 10.4. These Terms and Conditions shall be binding upon, and inure to the benefit of, the Company and its legal representatives, successors and assigns;
- 10.5. If any of the provisions as set out herein are determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provisions shall be severed from these Terms and Conditions, and the remaining provisions shall remain in full force and effect, provided that with respect to any material provision so severed, the parties shall negotiate in good faith to achieve the original intent of such provision;

<p>THE COMPANY: HIRE RESOLVE USA LLC</p> <p>Name: _____ (Duly authorised to sign on behalf of the Company)</p> <p>Title: _____</p> <p>Email: _____</p> <p>Date: _____</p> <p>Signature: _____</p>	<p>THE CLIENT: _____</p> <p>Name: _____ (Duly authorised to sign on behalf of the Client)</p> <p>Title: _____</p> <p>Email: _____</p> <p>Date: _____</p> <p>Signature: _____</p>
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