

INCITE EMPLOYMENT CONSULTANTS INC. STANDARD RECRUITMENT AGREEMENT

This Agreement is entered into and effective _____ by and between INCITE EMPLOYMENT CONSULTANTS, INC., 508 Wellington Street, Unit #305, Toronto ON M5V 1E3 (hereinafter known as INCITE) and _____ (hereinafter known as CLIENT) to find suitable candidates for specific open positions.

1. UNDERTAKING OF RECRUITING SERVICES

INCITE agrees to use its best efforts find suitable candidates for the open positions. INCITE's goal is to save valuable CLIENT time, assist in successful hiring processes, and provide CLIENT access to top candidates. INCITE will actively source, recruit and screen candidates. INCITE's work normally includes, but, is not limited to the following:

- Conduct an Initial Needs Assessment with CLIENT to formulate criteria for candidate selection, corporate background, position salary, and location specifics.
- Identification of potential candidates through resume database review, networking calls, direct contacts with competitors, receipt of resumes through email, mail and fax, advertising and lead development.
- Candidate screening through resume reviews, telephone interviews and direct in-person interviews.
- Referral of screened and interviewed candidate resumes to CLIENT.
- Coordination of candidate interviews with CLIENT, both by telephone and in person.
- Verification of candidate references, when requested by CLIENT.
- Assistance with the coordination and acceptance of job offers.

2. CANDIDATE REFERRALS:

INCITE will provide screened and interviewed resumes directly to the hiring authority identified within CLIENT's organization. It is understood that CLIENT will not disclose or share any names or information which would identify candidates or cause candidates to be referred to any third parties.

- All referred candidates are considered to be valid referrals from INCITE to CLIENT unless CLIENT immediately notifies INCITE of recent and prior employment conversations which CLIENT has conducted with a specific candidate within the 90 days preceding INCITE's referral of candidate to CLIENT.
- Referred candidates are considered active INCITE candidates for a period of two years from the date of initial referral to CLIENT. Should CLIENT hire or employ a referred candidate in any job during this period, the fees as described below are considered

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- to be due to INCITE.
- Likewise, should any contract staff referred by us subsequently be offered permanent contract employment, the CLIENT will become liable to pay our placement fee as described below.
 - Should a candidate referred to CLIENT by INCITE be passed on by the CLIENT or one of its employees or representatives to a third party with a resulting permanent engagement, the CLIENT will become liable for the placement fee.
 - A full fee will be charged for any candidate engaged as a consequence of, or resulting from application to INCITE even though the introduction is made indirectly, or the applicant was known prior to introduction by the CLIENT unless CLIENT immediately notifies INCITE of recent and prior employment conversations which CLIENT has conducted with a specific candidate within the 90 days preceding INCITE's referral of candidate to CLIENT.
 - Should any employee of INCITE or any of its subsidiary companies be engaged by the CLIENT on contract, permanent or self-employed basis these terms of business apply.
 - Candidates are introduced to CLIENT on the explicit understanding that if an offer is made within twelve months of the initial referral, INCITE is to be informed by CLIENT and all applicable fees will become due payable to from CLIENT to INCITE.

3. FEE CALCULATION AND PAYMENT SCHEDULE

Unless otherwise agreed to in writing, CLIENT is not responsible to INCITE for any reimbursements for expenses incurred by INCITE on behalf of 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 CLIENT. CLIENT understands that INCITE incurs recruiting expenses on a risk based contingency basis and will be remunerated through payment of a recruitment fee upon successful hire of a referred candidate. CLIENT agrees to pay a fee equal to the following of a validly referred and hired candidate's reasonably assured first year direct cash compensation.

4. FEES FOR THE PLACEMENT OF PERMANENT STAFF

20% of gross annual compensation

This fee is derived from total annual cash compensation including salary, sign-on bonus, draw and any guaranteed portion of bonus. Fee is due two weeks following effective day of hire and is payable within 14 calendar days from the employee's starting date, if contingency. If retainer, 40% is due immediately following execution of this agreement, with 60% due within 30 calendar days from the

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employee's starting date. Fee amounts do not include state and/or local service taxes.

We reserve the right to charge 2% interest per month on all accounts more than 30 days overdue.

5. GUARANTEE

SHOULD THE EMPLOYMENT BY CLIENT OF ANY REFERRED CANDIDATE TERMINATE BEFORE THE EXPIRATION OF A 90 CALENDAR DAY PROBATIONARY PERIOD STARTING FROM THE FIRST DAY OF EMPLOYMENT, UPON RECEIPT OF WRITTEN NOTIFICATION OF SUCH TERMINATION BY CLIENT, INCITE WILL REINSTATE THE EMPLOYMENT SEARCH AND ALLOW FOR 2 MORE MORE ON-BOARDED EMPLOYEES SANS ANY ADDITIONAL RECRUITMENT FEES.

6. LIABILITY AND HOLD HARMLESS

While we make every possible effort to ensure suitability of candidates selected on behalf of CLIENT, we do not personally establish references and cannot accept responsibility for any loss, expense, damage or delay, however occasioned. The CLIENT is responsible for taking up references concerning the candidate's skills, qualifications and general integrity, obtaining Work Permits and satisfying any medical requirements or qualifications as required by law. INCITE ACCEPTS NO LIABILITY OF ANY KIND FOR ANY LOSS OR DAMAGE TO PROPERTY, OR ANY OTHER LOSS INCLUDING WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, LOSS OF PROFITS OF THE FOREGOING OR FOR ANY INJURY TO PERSONS ARISING DIRECTLY OR INDIRECTLY FROM ANY ACT OR OMISSION OF CANDIDATES INTRODUCED BY US, EVENT IF SUCH ACT OR OMISSION IS NEGLIGENT OR FRAUDULENT OR REVEALS DISHONESTY.

7. TERMINATION:

This agreement may be terminated at any time by either party without cause upon written notice. However, this agreement will continue to be binding beyond termination if a referred candidate supplied by INCITE is subsequently hired within one (1) year of the date of termination notice or two (2) years of initial referral date, whichever occurs first.

8. TERMS AND CONDITIONS

These terms and conditions apply to candidates employed directly by CLIENT or on a self-employed basis for a permanent position or specific project. CLIENT acknowledges that they have read the agreement, understood it and agree to be bound by its terms and conditions. The terms and conditions of this Agreement supersede any other previous terms of business on any of the agreed terms.



AGREED BY CLIENT AUTHORIZED REPRESENTATIVE

(Signature)

(Date)

(Print Name/Title)

(Firm/Organization Name)

(Address)

(Telephone)

AGREED BY INCITE EMPLOYMENT CONSULTANTS, INC.

Coral Osborne, President

(Date)