



## CONTRACT AGREEMENT FOR RECRUITMENT SERVICES OF JOB CANDIDATES TO BE EMPLOYED BY THE CLIENT

### CONTINGENCY SEARCH AGREEMENT

BETWEEN:

**Hospitalio Inc.** (ACN 125 721 646) a company incorporated in the State of Florida USA and located at 1001 Brickell Bay Drive Suite 2700, Miami, FL 33131

United States (Hereinafter called "**Hospitalio Recruitment**")

AND

**CLIENT NAME:**

**CLIENT ADDRESS:**

Hereinafter called "The Client"

The Terms and Conditions of this contract agreement are deemed to be accepted by the Client upon commencement of the recruitment exercise or the engagement of an applicant introduced by **Hospitalio Recruitment**

1. **Fee:** The placement fee payable by the client to **Hospitalio Recruitment** for the introduction of a candidate, who is offered and accepts employment with the client. The placement fee is calculated on the candidates annual salary package in US Dollars and corresponds to the Flat Fee listed in Table 1. The annual salary as shown in Table 1 is defined as the total of salary, allowances and 50% of any bonus where applicable.

Table 1.

Annual Salary in USD	Flat Fee
< 35,000	3,000
35,000 - 44,999	5,000
45,000 - 64,999	7,000
65,000 - 79,999	9,000
80,000 - 99,999	12,000
100,000 - 119,999	16,000
120,000 - 159,999	20,000
> 160,000	22,000

Initial \_\_\_\_\_

2. **Guarantee:** Should a candidate, employed through our services not start, be dismissed or resign for any reason other than retrenchment or redundancy within the guarantee period of three (3) months and we are informed in writing within 7 (seven) days of the termination, **Hospitalio Recruitment** will replace that person free of charge. The Client may elect to pay an additional one thousand dollars (\$1,000.00) prior to the candidate starting to extend the guarantee from three (3) to six (6) months.

A guarantee is valid on the following basis:

- a) Payment of the placement fee is received within 30 (thirty) days of invoicing.
- b) **Hospitalio Recruitment** has sole rights to the replacement. The replacement is based on the original specification.
- c) There is a limit of one replacement on any one previously invoiced position
- d) The replacement guarantee will not apply in the event that the employee was required to undertake a work scope that was dramatically different to that which the employee had been initially informed or if the employee is required to work in a location that is different to that which the employee had originally agreed. A replacement guarantee is not provided on the replacement appointment.
- e) Should the client decide not to proceed with the replacement or Hospitalio Recruitment is unable to provide a suitable replacement within a period of six (6) weeks of the original candidate leaving, a credit note equal to the original fee will be issued. The credit note applies only to the specific office (USA or South Africa) that worked on that specific search and the credit can only be applied towards future placements with that office. A credit note will be provided once only with the following resignation time frame for any given role.

3. **Retainer Discount:** The Client may elect at their discretion to pre-pay a retainer of \$1500 and get 50% off the total of the expected Flat Fee shown in Table 1

- a. The Retainer Discount is considered advance payment for Hospitalio Recruitments search marketing work will be applied as a credit towards the final placement fee.
- b. Hospitalio Recruitment will reduce the total fee by 50%.
- c. The Client may request and is entitled to a full refund of the retainer if they cancel the search in writing within 7 days of commencement of the search.
- d. The Client may request and is entitled to a full refund of the retainer if Hospitalio Recruitment has not sent The Client a minimum of three (3) candidates within 30 days of commencement of the search.
- e. If The Client puts the position on hold, the retainer will be applied as a credit to be used when The Client restarts the search.

**4. References:** Reference checking and testing are conducted as far as it is practicable to do so.

Generally this involves checking with at least two (2) referees not including the candidate's current employer. **Hospitalio Recruitment** will conduct all reference checks in good faith but does not warrant that the references which are provided to it are accurate or truthful and it takes no responsibility for any loss of whatever nature including (without limitation) any claim, error, expense, damage, cost or delay whatsoever caused to the client by a candidate who was introduced to the client by **Hospitalio Recruitment**.

5. **Payment:** Payment is strictly 30 days from the candidate's start date.

Initial \_\_\_\_\_

- a. In the event that the client fails to pay the full amount within the agreed time, **Hospitalio Recruitment** reserves the right and the client agrees to pay interest on the outstanding account at the rate of 10% per annum, calculated on the daily balance and compounded monthly for any amount that becomes more than 30 days overdue from the date the candidate commenced employment.
- b. Further if **Hospitalio Recruitment** is required to take legal action to recover the money owing, the client agrees to pay any legal fees incurred by **Hospitalio Recruitment**.
- c. Any guarantee period is null and void if full payment is not received within 30 days from invoice date.

6. Introductions are confidential. Should a client engage directly or indirectly our candidate in any position including that originally applied for within 12 months of our verbal or written introduction or refer our candidate to any subsidiary, affiliate or related company which subsequently engages that person, the Client will be liable for the standard placement fees. Where the client disputes the introduction by **Hospitalio Recruitment**, the client agrees to provide proof of direct application prior to the introduction. If this cannot be produced the client agrees to pay the appropriate fee.

**Hospitalio Recruitment** requires the client to provide a copy of the letter of offer or contract outlining the terms of employment for any candidates to which an offer is made.

7. Hospitalio Recruitment agrees to make every reasonable effort to select candidates suitable to the client's needs, but cannot accept responsibility for any loss, expense or damage however occasioned through the introduction and subsequent engagement of any candidate. At all times during the recruitment process the final hiring decision remains the responsibility of the client.

8. This agreement will remain in force until either party terminates it in writing. An individual agreement is not required for each new position. Hospitalio Recruitment may from time to time vary this contract by giving the client not less than seven (7) days' notice of such variation.

9. The contract shall be construed according to the law of the State of Florida in the United States of America and will be subject to the jurisdiction of the courts in the State of Florida

10. No variations or alterations of these terms and conditions shall be valid unless approved in writing by the company

The Client agrees to abide by the Hospitalio Recruitment terms and conditions of business as outlined above and includes its employees, agents and any related bodies corporate.

**Signed for and behalf of The Client**

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Signed for and behalf of Hospitalio Inc.**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Initial \_\_\_\_\_