

Terms and conditions of business for permanent placements

1. Scope

These Terms apply where you hire or engage a Candidate who is Introduced to you by RW, and to any other Business RW proposes or undertakes for you. Your written confirmation, signature below, or your use of any Candidate's resume or online profile, will constitute your acceptance of these Terms.

2. The Placement

- 2.1. RW will use reasonable skill and care in the sourcing and Introduction of Candidates for you. You need to provide us with all information reasonably necessary to enable us to assess the suitability of a Candidate for a Vacancy.
- 2.2. Where a Candidate or third party provides details or information relating to the Candidate, RW will use reasonable endeavors to ensure these are correct but provides no guarantee or representation as to the accuracy of such information and will not be liable for any loss or damage arising directly or indirectly, as a result of such inaccurate or misleading information. You are responsible for making your own enquiries to confirm any information is correct and acknowledge that the final decision to employ or engage the Candidate rests with you.
- 2.3. RW does not represent or warrant that any Candidate is or will be willing and/or available to accept any Placement with you. RW will not be liable for losses, liabilities, costs and expenses incurred by you arising from a Candidate's acts or omissions including in the performance of their employment with you.
- 2.4. RW shall not be responsible for arranging work permits, insurance or other incidental requirements of employment or engagement for the Candidate.

3. Fees

- 3.1. The "Fee" payable to RW in relation to a specific Placement will be calculated as a percentage of the Candidate's Salary Package. This percentage shall be agreed between the Parties and confirmed by RW in writing (including by email) or verbally (then confirmed by email). In the absence of such agreement, where a Placement is accepted by the Candidate and such acceptance has been communicated to the Client by the Candidate or RW, RW shall be entitled to charge a Fee calculated at its standard percentage of 30% of the Candidate's Salary Package. For the avoidance of doubt, where an offer of employment or engagement is accepted by the Candidate but (through no fault of the Candidate) no employment or engagement results, the Fees shall still be due.
- 3.2. **Contained Searches** - The Fee will be split into two stages: 1) an engagement fee, equal to half the Fee or such other amount as agreed in writing between the parties, payable immediately on RW's acceptance of the assignment and; 2) a completion fee, equal to the remainder of the Fee, adjusted for any Salary Package changes, payable in accordance with clause 4.3.
- 3.3. **Retained Searches** - The Fee will be split proportionately into three equal stages (each 33.3% of the total Fee payable): 1) an engagement fee payable immediately on RW's acceptance of the assignment; 2) a short-list fee payable following the presentation of a short-list of Candidates to you; and 3) a completion fee, adjusted for any Salary Package changes, payable in accordance with clause 4.3.
- 3.4. Should you withdraw the Vacancy to which the Retained Search or Contained Search relates without a Candidate being engaged or terminate the Terms pursuant to clause 8(b), (i) any payments which have become due and have not yet been paid must be paid by you and (ii) any payment already made will not be refunded and will not be switched to other searches.
- 3.5. **Contingent Searches** - The Fee will be payable in full in accordance with clause 4.3.
- 3.6. If Parties have not agreed the terms for a Retained or Contained Search, the Search will be deemed a Contingent Search.
- 3.7. For a Fixed Term Placement, the Fee will be pro rated based on the length of the Placement. If a Fixed Term Placement is extended or a new fixed term commences within twelve (12) months of the end of the previous fixed term or the Candidate on a Fixed Term Placement accepts permanent employment with you, you shall notify us immediately in writing and a further Fee will be payable.
- 3.8. If you engage a Candidate following any Search, in any position or role, within 12 months from our last communication with you relating to that Candidate, you will pay us the appropriate Fee/any unpaid element of the Fee.

4. Payment & Additional Costs

- 4.1. Save for engagement fees in Retained and Contained Searches which are payable immediately, you agree to pay all invoices within 30 days of the date of invoice.
- 4.2. RW will only charge additional costs with your approval. You agree to pay any approved additional costs, even if the Candidate is not placed. RW shall be entitled to invoice any and all approved additional costs immediately after they have been incurred by RW.
- 4.3. Except as otherwise agreed in writing between the Parties or as otherwise provided in clause 3, the Fee shall be invoiced following the Candidate accepting an offer from the Client. The Candidate is deemed to have accepted an offer from the Client when such acceptance is communicated in writing (including by email) by the Candidate or RW to the Client.
- 4.4. The Client is deemed to have accepted an RW invoice if no dispute is raised in respect of the same, within seven (7) days of the date of such invoice. All disputes shall be dealt with promptly, in good faith and escalated to the appropriate levels within RW. For the avoidance of doubt, no disputed payment shall permit the Client any right of set off against future invoices or permit the Client to fail to discharge any other RW invoice issued pursuant to the Terms.

5. Third Party Introductions

- 5.1. If you provide information to a third party relating to a Candidate, you agree to inform us and to inform the third party that the Candidate is represented by RW and the engagement of that Candidate by them will incur a Fee.
- 5.2. If a Candidate provides you with details of any other individual during the recruitment process or at any time prior to commencing employment with you, you agree to inform us and that these Terms will apply to that individual as if they were a Candidate including, but not limited to, the Fee payable to RW should you employ that individual.

6. Replacement Candidates

- 6.1. No rebate of Fees shall be made. If a Candidate's employment terminates within a period of 12 weeks (including the Candidate's period

of contractual notice) from the Candidate's employment or engagement start date of a Placement, RW will use reasonable endeavours to seek a replacement Candidate within a reasonable period of time but not longer than 2 months from the date of termination of the initial Candidate on the condition that:

- (a) the Candidate left of his/her own will and not due to any layoff measures, change in job description or change in work conditions, etc.;
 - (b) RW's invoices have been settled in accordance with these Terms;
 - (c) you have complied with your obligations to the Candidate including your obligations under any relevant law;
 - (d) the request is given exclusively to RW to replace the Candidate;
 - (e) the nature of the replacement role is the same as the initial Placement; and
 - (f) you inform us in writing that the Candidate is no longer to be engaged by the Client within 7 days of the decision being made.
- 6.2. RW does not offer such replacement search for Fixed Term Placement and RW only offers such replacement search for the initial Candidate placed with the Client in whatever capacity. No replacement shall be provided for the replacement Candidate in whatever capacity or for Fixed Term Placements.

7. Confidentiality

Each Party will hold all confidential information of the other in confidence and will not disclose such information without the consent of the other Party unless required by law or it has already been made available to the public other than through a breach of this clause.

8. Termination

These Terms can be terminated by either Party: (a) by giving 30 days' written notice to the other; (b) immediately upon written notice to the other Party if the other Party materially breaches these Terms and fails to cure such breach within fourteen (14) days after receiving written notice of such breach; or (c) immediately upon written notice to the other Party if the other Party files or has filed against it a voluntary or involuntary bankruptcy proceeding, a receiver or similar official is appointed for any of the other Party's property, the other Party becomes insolvent or the other Party makes an assignment for the benefit of creditors.

9. Liability

Neither Party shall be liable to the other under or in connection with these Terms for any indirect or consequential loss, loss of profits, punitive damages, loss of business, loss of revenue loss of anticipated savings, loss of reputation or regulatory fines. The maximum liability of each Party to the other in respect of any Placement or search shall be limited to one hundred and twenty percent (120%) of the Fees payable by you to RW for that Business. Nothing in this clause 9 shall exclude or limit liability which cannot be limited under law.

10. Non-Solicitation

You will not, during this Agreement and for twelve (12) months after termination or expiry, solicit or induce any RW employee to become an employee of yours. If you hire any RW employee in breach of this clause, you must pay RW on demand \$40,000 which you agree is a genuine pre-estimate of loss.

11. General

- 11.1. Any clause held by a court to be illegal or unenforceable, will be severed from all other terms without affecting the validity or enforceability of all other terms of these Terms. Clauses which, by their nature, are intended to have effect following termination of these Terms shall continue to bind the Parties.
- 11.2. If a Party is prevented from performing these Terms by circumstances that are beyond its control (acting reasonably) then that Party will not be liable for what would otherwise have been a breach of these Terms.
- 11.3. No failure or delay by either Party in exercising any right or remedy available to it will constitute a waiver of that or any other right or remedy. No waiver or amendment will be effective unless confirmed in writing to the other Party and in the case of RW, by a director of RW.
- 11.4. Unless agreed otherwise in writing, these Terms set out the entire agreement between you and us and supersede any other agreement covering the same subject matter.
- 11.5. These Terms shall be governed by the laws of the Province of Ontario. The Parties submit to the exclusive jurisdiction of the court of the Province of Ontario.

12. Definitions

“**Business**” means work performed by RW in relation to Placements or searches including, RW receiving instructions from you, long/short listing of Candidates, Introducing a Candidate, RW’s arrangement of or conducting interviews with Candidates or any other act in the sourcing or supply of a Candidate;

“**Candidate**” means an individual Introduced to you by RW;

“**Fixed Term Placement**” means a position or role for which a Candidate is employed by you on a fixed term contract.

“**Introduced**” means the sending of a Candidate’s details, including a resume, LinkedIn or other online profile by RW to you or any other verbal or written communication between RW and you that enables the Candidate to be identified and “Introduction” and “Introduce” shall be construed accordingly;

“**Placement**” means a position or role for which a Candidate is employed by you; “**Parties**” means RW and you and

“**Party**” shall be construed accordingly;

“**RW**” or “**us**” means Robert Walters Canada Inc;

“**Salary Package**” means the annual anticipated gross remuneration package for a Placement, which includes gross annual salary, bonuses, allowances and joining inducements. For the purposes of calculating Fees, guaranteed bonuses are accounted for in full and where bonuses are not guaranteed, the bonus is valued at two third (2/3) of the likely bonus amount which you inform us of.

“**Terms**” means these Terms and Conditions of Business;

“**Vacancy**” means a position or role within your organization for which you are seeking a Candidate; and “**you**” means the entity set out below or any of your affiliates or group companies.

on behalf of RW:	(Signature)

on behalf of you:	(Signature)
e:	

**Robert—
—Walters**