

Service Agreement for Employee Placement

Effective date: _____ 202__

SIGMA SOFTWARE ____ having its place of business located at address _____, represented herein by _____ duly authorized (hereinafter the "Client");

AND:

[Name], [address], (hereinafter "Consultant").

This Agreement between the Consultant and the Client applies to all employee placements made by the Consultant for the Client.

Service

The Consultant will provide the following services (**placement services**):

1. Specialized recruitment process per submitted by the Client requirements;
2. Proactive research among its contacts network and social networks;
3. Checking references with former employers;
4. Suggesting short-listed employees to the Client.

Service Fees

The professional fee for **placement services** is **12% of gross annual income of the candidate**. The professional fee for placement services is payable in 2 equal installments, 1st one to be paid after the candidate is hired and 2nd in 3 months after candidate successfully passes probation period.

The fee will only be charged after 1) the presented candidate has been selected and has taken up employment with the Client or one of its affiliated companies or subsidiaries and 2) successfully passed a 3-month's probation period.

Terms of service

1. The Consultant will invoice the services to the Client in a following way:
The invoice for the professional fees is to be sent to the Client as soon as the hiring process is completed. Hiring is determined by the candidate's first day of employment. The invoice is payable in 2 equal installments, 1st one to be paid after the candidate is hired and 2nd in 3 months upon candidate's successful completion of probation period. The payment should be made within 15 business days as of the invoice receipt.
2. **GUARANTEE:** The Consultant undertakes to ensure the quality of the process described above. For this reason, in case of termination of employment of the chosen candidate for any reason before completing 3 month's probation period, Consultant undertakes to replace, once without charge, the candidate within 1-month period after the Client notifies Consultant about employment termination, otherwise Consultant is not eligible for the 2nd installment payment

3. The guarantee does not cover termination of employment resulting from the reasons beyond control of the employee/Consultant: economic layoffs, bankruptcy. The guarantee is non-transferable.
4. The guarantee will be effective only if the invoices are paid in accordance with the conditions herein.
5. In the event that a candidate referred by the Consultant is not selected during the selection process, but is subsequently hired by the Client or any affiliated entity during the three (3) months following the presentation of his candidacy, without the prior written consent of the Consultant, fees corresponding to 12% of the annual salary of the hired candidate will be invoiced to the Client and payable in full.
6. The Client is not obliged to pay for the services of the Consultant if the candidate personally and on his/her own initiative addressed the Client with a proposal to start cooperation or employment, including submitting his candidacy for open positions of the Client, before such candidate was presented by the Consultant and after expiration of 3 (three) months after such candidate has been submitted by the Consultant.
7. Upon receipt of written request from the Client, Consultant shall conduct a reference check on any selected candidate and report the results to Client. This reference check may include the following services: work permit, criminal record, resume information, education, former employment, letters of reference.
8. This Service Agreement is valid for a period of twelve (12) months from the date of acceptance by the Client. Either party may terminate this Agreement by providing 30 days written advance notice to the other Party.
9. All information contained in this Agreement and candidate referrals will remain strictly confidential, as will any information Client provides to Consultant. All information, of whatever nature, that one of the parties may have collected on the other party, in any form whatsoever and in particular orally, in particular during meetings and interviews, are confidential. Consultant shall not disclose information about candidates employed by the Client or its affiliates or partners to any other person, such information shall be considered as strictly confidential. Consultant shall indemnify the Client from all losses, costs and damages caused by the breach of confidentiality obligations set forth herein.
10. Each party undertakes, on the one hand, not to disclose or communicate to any person all or part of this confidential information and, on the other hand, to take all measures to ensure that this confidentiality is preserved.
11. Consultant undertakes not to offer work to contractors/employees/candidates of the Client, presented to the Client by the Consultant, during the term of this Agreement, as well as within one year after termination of this Agreement, as well as

contractors/employees/candidates of the Client contacted by representatives of the Consultant. In case of breach of the obligation provided in this article 11 hereof, the Consultant shall pay the Client a penalty in the amount of 100% of the price of the relevant position of the solicited specialist.

12. Each party, as beneficiary, undertakes not to make use of the confidential information for any purpose other than the performance of the Agreement.

13. Laws in force in _____ govern the interpretation, validity and applicability of this Agreement. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of _____, with respect to any matters arising pursuant hereto.

_____ [sign, date]

[Name Surname]

Recruitment Consultant

_____ [sign, date]

Director

SIGMA SOFTWARE _____