

Recruitment Services Agreement

THIS RECRUITMENT SERVICES AGREEMENT (the "Agreement") is made this _____ day of _____, 20_____

between

C.M.B. Canada Mortgage Brokers Inc. "CMB",
a Canadian Federal Incorporation in Ontario.

and

_____ (the "Recruiter" or "Independent Contractor").

WHEREAS the Recruiter is in the business of identifying and assisting in the recruiting of candidates with certain skill sets and abilities;

AND WHEREAS CMB desires to engage the Recruiter on a non-exclusive basis to conduct searches from time-to-time in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Services

1.1.

From time to time, CMB, or its authorized representatives, may provide a written direction to the Recruiter requesting a non-exclusive assistance in the recruitment for a specified position. In its request, CMB shall provide information regarding the specified position, including job title or designation and the relevant selection criteria.

1.2.

Upon receipt of a written request from CMB as referenced in Section 1.1, the Recruiter shall inform CMB of any additional information required by the Recruiter in order to commence its services. The Recruiter shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).

1.3.

The Recruiter shall undertake a screening and selection of candidates based on CMB's selection criteria and unless otherwise expressly agreed with CMB's Human Resources representative will: 1) confirm that selected candidates have a basic understanding of the position, ii) confirm selected candidate's qualifications for the position, iii) undertake a preliminary interview of each candidate to be presented to CMB, iv) obtain relevant documentation for each candidate to be presented to CMB, and v) present selected candidates to CMB's designated Human Resources representative.

1.4.

A candidate shall be considered referred to CMB under this Agreement upon presentation of the candidate's name and contact information to a member of CMB's Human Resources staff by the Recruiter. CMB shall provide written confirmation to Recruiter if the candidate is already in CMB's database.

1.5.

CMB may in its sole discretion offer employment to any candidate presented by the Recruiter but is under no obligation to do so. For greater certainty, CMB has not undertaken to make any minimum number of hires of candidates presented by the Recruiter.

1.6.

The Provider will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services .

1.7.

The Recruiter shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. The Recruiter shall not commit, execute, bind, or contractually obligate anything to any person on behalf of CMB without the prior written consent of CMB.

1.8.

The Recruiter agrees that all documentation and other data conceived, originated, prepared or developed by the Recruiter in the course of performing its services hereunder shall become or remain the sole property of CMB.

2. Fees and Expenses

2.1.

Where a candidate is referred to CMB by the Recruiter in accordance with the terms of this Agreement, and CMB hires that candidate within one (1) year following the date of the initial referral, then CMB will pay the Recruiter a up to 2% of the candidate's ongoing base annual commission as a Recruiter Bonus. The maximum Recruiter Bonus paid annually is, \$ 1,600.00 per Recruit.

2.2.

Payment of any fees due hereunder shall be made to the Recruiter at the following (i) as earned by the Recruit, or (ii) (30) days after the commission is earned by the Recruit.

2.3.

In the event that a candidate hired by CMB pursuant to this Agreement resigns or is terminated within thirty (30) days following commencement of employment, then the Recruiter shall refund the fee associated with such candidate on the following basis:

- If the date of resignation or termination ("End Date") is between one (1) and thirty (30) days following the candidate's first day of employment ("Start Date"), then the recruiter shall refund one hundred per cent (100%) of the relevant fee (or if the fee has not yet been paid, the Recruiter will not be entitled to receive a fee);

CMB is authorized to offset any amount due from the Recruiter pursuant to this Section 2.3 against any amounts otherwise payable by CMB to the Recruiter. In addition, at CMB's option exercised in writing, the Recruiter may retain the relevant fee to be applied against costs incurred by the candidate. No Recruiter Bonus payments are paid to Recruiters, if they are not licensed as a mortgage agent/broker at CMB.

2.4.

For greater certainty, where CMB advises the Recruiter pursuant to Section 1.4 above that it is already aware of a candidate referred to it by the Recruiter, then no fee will be due with respect to such candidate.

2.5.

CMB is not responsible for any expenses incurred by the Recruiter, unless otherwise agreed in writing.

2.6

The CMB Recruiter Bonus is not Multi-Level, and cannot be earned on the Candidates introduced by your Recruits. Only Candidates you personally introduce will qualify you for the CMB Recruiter Bonus.

2.7.

No Recruiter Bonus is paid on Candidate's earnings from other financial products, services, or referral fees.

3. Confidentiality

3.1.

The Recruiter acknowledges and agrees that all tangible and intangible information, including but not limited to information regarding personnel, compensation, benefit structure, management and organizational structure, corporate strategies, clients, projects, products, markets, pricing and processes, revealed, obtained, or developed in the course of or in connection with the performance of its obligations under this Agreement shall be considered as confidential and proprietary information to CMB and shall not be disclosed to any third party, without prior written consent of CMB, and shall not be used for any purpose other than to fulfill the requirements of this Agreement. The foregoing restriction shall not apply to information which is in the public domain through no fault of the Recruiter or to information which is required to be disclosed by law, based up the written advice of the Recruiter's legal counsel. The Recruiter also acknowledges that the name "CMB" is trademarked and the Recruiter shall not use such trade name in any sales or marketing publication or advertisement without the prior written consent of CMB.

4. Non-Solicitation

4.1.

During the term of this Agreement and for a period of one (1) year after termination, the Recruiter shall not directly or indirectly, on its own behalf or on behalf of others, solicit, employ, recruit for employment or offer contracting opportunities to any employee or Independent Contractor of CMB or any individual employed by CMB within the preceding four (4) months.

5. Non-Exclusivity

5.1.

The Recruiter acknowledges that this Agreement is non- exclusive and that CMB retains the right to use other employment agencies and/or to solicit candidates directly on CMB's behalf.

6. Term and Termination

6.1.

This Agreement shall remain in effect for as long as the Recruiter is a licensed mortgage agent or broker with CMB and (1) year following the date first set out above, subject to renewal thereafter with the mutual agreement of the parties. This Agreement may be terminated at any time for any reason by either party by providing two (2) day's advance written notice of termination.

6.2.

The terms contained in Sections 2.3, 3 and 4 of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to the Recruiter which were in effect prior to termination shall survive termination.

6.3.

Upon termination or expiry of this Agreement, and at CMB's discretion, the Recruiter shall return or destroy all proprietary material of CMB and material owned by CMB that is in the care, custody or control of the Recruiter.

7. General

7.1.

This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada and each party hereby submits to the exclusive jurisdiction of the courts of Ontario.

7.2.

This Agreement constitutes the entire between the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, oral or written, pertaining to the subject matter hereof. There are no representations or warranties made by either party and there are no assurances given by either party, except as specifically stated herein. Headings herein are for convenience only and shall not limit in any way the scope or interpretation of any provision of this Agreement.

7.3.

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement, and no waiver shall be effective unless made in writing.

7.4.

This Agreement shall not be amended except by written agreement duly executed by both parties.

7.5.

This Agreement shall not be assigned by the Recruiter without the written approval of CMB. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

7.6.

This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. A party's transmission by facsimile of a copy of this Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Agreement to the party receiving the transmission.

7.7.

The parties have executed this Agreement as of the date first set forth above.

C.M.B. Canada Mortgage Brokers Inc.

Signature _____
Authority to bind the Corporation

Signature _____
Independent Contractor / Recruiter

Name: Victor Simone

Name : _____

License 10134

License #