

Contract

This CONTRACT is made the _____ day of the month of _____ 2018,

Between

PROFINDERS, having its registered company at (_Lebanon- Choueifat) Tel/Fax(05-431469), represented by Miss (___Malak Tarabay___)

and

(_____), having its registered company at
(_____), Tel/Fax(_____), represented by Mr(_____)

NOW THEREFORE, the Parties hereby mutually agree as follows:

1. Definitions

For purposes of this contract, the following terms are defined as follows:

- 1.1 Client” means the Person or the Company whom request the Agency to supply recruitment services.
- 1.2 Agency means Profinders.
- 1.3 “Services” means the introduction by the Agency of qualified candidates, in the territory in accordance with the terms and conditions set forth in this Contract.
- 1.4 “ Applicant” or “ Candidate” means the person introduced by the Agency for an engagement with Client or any other person employed by Client through the Agency in the Territory.
- 1.5 “Remuneration” includes basic salary and other benefits received by the Applicant for services rendered to or on behalf of the Client.
- 1.6“Recruitment Fees” means the amount of money due to Agency paid in accordance with Article 3 of this Contract.

2. Contract

2.1 Any written or verbal quotation of Agency which is accepted by Client or any written or verbal request of Client for services which is accepted by Agency will be subject to these terms and conditions and will form the basis of the Contract between Client and Agency.

2.2 These terms and conditions formed here in are final and can only be altered with written consent of the authorized representative of Agency or Client. Any variation to these terms shall be agreed in writing by the Parties

2.3 No modification may intervene in the absence of a written agreement signed by the Parties

3. Recruitment Fees and Payment Plans

Client agrees that an amount of 100 USD should be paid to the Agency before starting the search process.

Client agrees that – Profinders' Recruitment Fees are equal to the Applicant's first Salary paid for one time by Client to Agency as per the following

- 50 % of the first Salary is paid by Client and the other 50 % is paid by the Candidate .
 - All Profinders' Candidates are aware of the first month's salary FEE. (A copy of a contract signed between Profinders and the candidate will be sent to Client)
 - Fees are due and payable by Client within 30 calendar days from the Candidates' starting date.
 - Hired Candidates' visit and working visa's, medical tests and specialized doctor report fees are not included in the above mentioned fees and are subject to additional charge.

4. Client obligation

4.1 The Client agrees to notify The Agency in writing after 5 days from the appointment of an Applicant by Client.

Client agrees to notify Agency in writing of Applicant's first Basic Salary.

4.2 If The Client does not pay fees within (_1 month_) period as agreed by acceptance of these terms and conditions The Agency will not be bound to offer any rebate or re-run of services as laid out in this document.

5. Agency obligations

5.1 Profinders agrees to consume it's superlative efforts to find suitable candidates for the enclosed named position(s) as per the Requisition Form.

5.2 Profinders' goal is to spare valuable Client time, assist in successful hiring processes, and provide Client admission to top candidates.

5.3 Profinders' work normally includes, but is not limited to, the following:

- a. Identification of potential candidates through searching Profinders' database, networking calls, head hunting from direct and indirect competitors, direct mailing, advertising , e-commerce and web sites job postings.
- b. Candidate screening through resume reviews and direct telephone and in person primary interviews.
- c. Referral of screened and interviewed candidates' resumes to Client via e-mail or fax.
- d. Organization of candidates' interviews with Client, both telephone and in person.
- e. Certification of candidate references, when requested by Client.
- f. Act As an intermediary negotiator for the financial package the employer is offering for the candidates.
- g. Follow up with the employer for the employee's performance

6. Candidate Referrals

It is comprehended 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 implied candidates are considered to be valid referrals from Profinders to Client unless Client immediately notifies Profinders.

7. . Performance Warranty

7.1 Chosen Candidates who fail to complete the first 90 days from joining date of probation period due to their resignation or termination for ineligibility shall be substituted with alternative qualified candidates by Profinders for one time only with no additional recruitment fees, provided they are offered the same position and salary.

The replacement of alternative Candidates should be communicated to Profinders in written stating the reason for the replacement and within thirty (30) days from appointed Candidates resignation or termination.

7.2 If Client randomly fires the selected Candidate or didn't fulfill the Contract agreed upon (salary, benefits, allowances, as well as individual support and motivation) on which bases the Candidate decides to cease his work and not sign a permanent contract for the long-term period, then Profinders holds no responsibility or obligation towards Client, and Client in turn is still obligated to fulfill the payment of all commission and/or fees due to Profinders from the hire.

8. Employer Outplacement

For a period of One (1) year Profinders appoints not to headhunt administrators or staff, recruited through Profinders by Client, in any of his offices or branches, for the purpose of outplacement with another firm or company, related or not to the Client, unless given express and written permission by the Client, or after the applicant has been discharged from the Clients' paid care.

9. Termination

9.1 The Client may at any time terminate the contract if the Agency fails to comply with any of the Contract's terms and conditions.

9.2 The Agency may terminate the contract if Client has failed to make over any payment due to the company.

10. Force majeure

Neither party shall be liable to perform any of its obligations if the delay or the failure results outside its reasonable control, including but not limit to war, rebel, and riots.

11. No Warranty

The Agency shall not be liable to The Client for any loss or damage incurred by The Client or The Applicant whether caused by The Client or The Applicant or the Services received under any circumstances.

12. Confidentiality

The Client and the Agency will both respect the confidentiality of all information exchanged between them.

13. SETTLEMENT OF DISPUTES

13.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation there of.

13.2 Jurisdiction

In the event, Parties should be unable to reach an amicable settlement, the dispute shall be submitted to the competent Courts of the Republic of Lebanon.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF THE CLIENT

Name and Title of Authorized Representative

Signature of Authorized Representative

FOR AND ON BEHALF OF THE COMPANY

PROFINDERS

Signature

Malak Tarabay