



THIS AGREEMENT is made on XXXXXXXXX

BETWEEN: (1)

(the “Client”);

and (2) **eImagine Solutions DMCC** whose registered office is at: PO Box 478403, Office 201, Goldcrest Executive, JLT, UAE
(the “Consultancy”).

Introduction

The Consultancy is a licensed and experienced employment agency which the Client wishes to engage regarding recruitment requirements. The Consultancy will introduce Candidates to the Client for permanent employment.

The parties agree as follows:

1 Definitions

1.1 In this Agreement the following definitions apply:

“**Assignment**” means an open vacancy where the Consultancy will try to carry out a general search for candidates

“**Acceptance Date**” means the date at which a candidate formally accepts a written offer from the Client (see Engagement below).

“**Candidate**” means a person Introduced by the Consultancy to the Client.

“**Confidential Information**” means all information details and data of any kind in connection with the Client’s conduct of business including, without limitation, details of its remuneration structures and policies, bonus arrangements, terms of employment, staff handbooks and all personal data relating to its employees.

“**Engagement**” means a Candidate and the Client entering an official employment contract pursuant to an Introduction.

“**Engagement Date**” means the date that the Candidate has signed the employment contract as issued by the Client and all the formalities to join the Client in accordance with the UAE laws are completed.

“**General Assignment**” means the consultancy will conduct a general search for candidate(s) to fulfil a role or roles specified by the Client.

“**Guaranteed Bonus**” means any amount set out in the employment contract of a Candidate as at the Acceptance Date by way of a guaranteed cash bonus amount due from the Client to the Candidate which is fixed and quantified as at the Acceptance Date and payable on or before the first anniversary of the Employment start Date and subject only to the Candidate being employed on the relevant date of payment.

“**Guaranteed Compensation**” means the basic annual salary, Guaranteed Bonus if any and the Housing Allowance and the Transportation Allowance and any other cash allowances payable to a Candidate by the Client pursuant to an Engagement.

“**Housing Allowance**” means any amount paid directly to The Candidate or to the owner of a property rented by the Candidate in order to locally provide or contribute to the necessary housing facilities. In accordance with the Client’s policy.

“**Introduction**” means the interview of a Candidate in person or by telephone by the Client as a result of the Consultancy providing a curriculum vitae or other information which identifies the Candidate to the Client and Introduced shall be construed accordingly.

“**Introduction Date**” means the date of an Introduction.

“Retained Search Assignment” means an instruction to carry out a specific search to include market mapping for candidates to fulfil a role or roles specified by the Client but where an advance payment is made on account of future fees that may become payable to the Consultancy.

2 Term

- 2.1 Subject to Clauses 2.3 and 2.4, this Agreement shall be effective for a period of 24 months from effective date. This agreement will be only renewed for additional period if the Client so agrees in writing at such terms and conditions that will be duly discussed at such time.
- 2.2 Unless agreed otherwise in writing, the terms of this Agreement shall also apply to each search mandate that the Client placed with the Consultancy before the date of this Agreement where no Engagement has been achieved and each such mandate shall be an “Assignment” for the purposes of this Agreement.
- 2.3 The Client or the Consultancy may terminate this Agreement at any time by giving the other not less than one month’s prior notice in writing. Any such termination shall not affect any outstanding Assignments in force on the date of termination of this Agreement, to which the terms of this Agreement will continue to apply.
- 2.4 The Client may terminate this Agreement immediately if the Consultancy commits a serious or material breach of any of its obligations hereunder or any breach whatsoever of Clause 9.1 or Clause 11. Any such termination shall also terminate all Assignments in force on such date of termination without any liability for the Client save in respect of any fees already payable but unpaid on that date.

3 Introductions

- 3.1 In the event that an Introduction results in an Engagement within the period of 12 months immediately following the Introduction Date the Client shall pay the Consultancy a fee as set out in Clause 4 according to the type of Assignment undertaken.
- 3.2 The Client agrees to notify the Consultancy immediately of any offer of employment it makes to a Candidate and whether or not such offer is accepted.
- 3.3 The Client shall have no liability to the Consultancy under Clause 4 in respect of any Candidate who has already been introduced to it by a third party in the twelve months prior to Introduction by the Consultancy, provided that the Client informs the Consultancy if this occurs within three (3) working days of the relevant Introduction.

4 Fees

- 4.1 Any fee payable in respect of an Introduction resulting in an Engagement shall be calculated in accordance with the relevant fee structure set out in Clauses 4.2 to 4.4 below.
- 4.2 For all Assignments except a retained search assignment which will be discussed and agreed upon in writing separately between the Parties, the Consultancy’s fee shall be 35% of the first year guaranteed Compensation of the Candidate.
- 4.3 Any fees due under this Clause 4 shall be invoiced by Consultancy no earlier than the Engagement Date. The Client shall pay all invoices as soon as reasonably practicable and in any event within 14 days of receipt. Failure to pay within 14 days means the Consultancy is exempted from the rebate.
- 4.4 Additional taxation, withholding taxation and/ or VAT will be charged in accordance with local law, jurisdictions and obligations.

4.5 In the event of failure to pay within the 14 days from the invoice date a re-issued invoice will be sent to the Client at a cost of 500 AED or USD \$136 added to the original invoice.

5 Replacement of candidate following termination

5.1 In the event that the Engagement of a Candidate is terminated by the Client or the Candidate and provided that:

5.1.1 the Client notifies the Consultancy in writing of such termination, and

5.1.2 such termination is not due to redundancy.

The following terms will apply:

If in the first ninety days (90) following the Engagement Date, the hired Candidate(s) is/are asked to leave for under-performance or any other serious motive, or leave(s) of his/her/their own volition, provided that there has not been a material change in the nature or location of the position, the Consultancy will re-launch a search for a new Candidate under the original specifications with no additional fees,

Or

The Consultancy agrees to refund to the Client a portion of the fee paid by the Client relating to such Engagement as follows:

For Engagements Terminating	Refund due to Client
0-30 days	75%
31 days to 60 days	50%
61-90 days	25%

6 Cancellation of Assignments

6.1 In the event that no Engagement is achieved within 6 months of the start of a General Assignment, the Client shall be entitled to cancel such General Assignment upon giving the Consultancy not less than 1 months' prior notice. If at the end of such notice period an Engagement remains unachieved the General Assignment shall terminate and no fees shall be payable by the Client in respect of that General Assignment.

6.2 The Consultancy and the Client agree that any cancellation fee, charge or penalty accrued (or that may be accrued) by the Client under any other agreement or understanding (written or otherwise) between the Consultancy and the Client shall be cancelled as of the date of this Agreement without any liability for the Client to the Consultancy.

7 Client's Responsibilities

7.1 The Client shall reimburse any out-of-pocket expenses incurred directly by a Candidate in respect of travel and hotel expenses incurred by a Candidate solely as a result of an interview and assessment process, subject to prior approval and production of evidence of expenditure.

7.2 The Client shall be responsible for obtaining any work permit or other permission required for a Candidate to work in the country where he/she is going to be operating.

8 Liability

- 8.1 The Consultancy shall not be liable for any loss, expense, damage, delay, cost or compensation which may be suffered or incurred by the Client arising from any Candidate introduced by the consultancy to the Client

9 non-Solicitation

- 9.1 The Consultancy undertakes that it shall not at any time during the continuance of this Agreement or within the period of 6 months immediately following the termination of this Agreement (howsoever arising) either on its own account or jointly with or for any other person firm or company pro-actively solicit or endeavour to entice away from the Client any person employed at any location.

10 Confidentiality

- 10.1 The Consultancy shall not disclose (and shall use all reasonable efforts to prevent disclosure) in any way or form and at any time (whether before or after termination of this Agreement and howsoever such termination shall come about) to any person, firm or company any of the Confidential Information save to employees of Consultancy whose duties require such disclosure to be made and the Consultancy shall not use for its own purposes nor for any purpose other than those of the Client any such Confidential Information provided that the Consultancy may disclose Confidential Information to the extent specifically authorised by the Client. This restriction shall cease to apply to any information or knowledge which may come into the public domain otherwise than by way of breach of this Clause.
- 10.2 The Consultancy shall not without the authority of the Client make or keep possession of copies of any document's memoranda or other media on which any Confidential Information is recorded or stored.
- 10.3 All introductions are confidential. If a client or any employee or representative of the client refers the candidate to a third party and the candidate is subsequently hired by such third party as a direct result of such introduction in a permanent position within twelve months of the introduction, the consultancy reserves the right to invoice the client with the introduction fee as though the client had themselves engaged the applicant.

11 Status and Other Obligations

- 11.1 This Agreement constitutes a contract for the provision of services and nothing in this Agreement shall:
- 11.1.1 constitute or be construed as constituting or establishing any partnership or joint venture between the parties hereto for any purpose whatsoever; and/or
 - 11.1.2 Render the Consultant an employee, agent or partner of the Client and the Consultant shall not hold itself out as such.
- 11.2 The Consultancy shall not after the termination of this Agreement for any reason represent itself as being connected with the Client.
- 11.3 The Consultancy warrants to the Client that it has exercised and will continue to exercise in the performance of any Assignment all the skill care and diligence to be expected of a competent consultant experienced in providing such services.

12 General



- 12.1 This Agreement shall prevail over any terms of business or supply conditions put forward by the Consultancy at any time in any manner whatsoever.
- 12.2 Unless agreed otherwise in writing, any other agreement or understanding between the Client and Consultancy shall be deemed terminated by mutual agreement with effect from the date this Agreement is signed
- 12.3 No variation or alteration of this Agreement shall be valid unless approved in writing by the Consultancy and the Client. This Agreement may not be assigned by either party. References to the singular include the plural and vice versa. The headings in this Agreement are for convenience only and do not affect their interpretation.
- 12.4 It is not intended that any provision of this Agreement shall be enforceable by any person who is not a party to this Agreement.
- 12.5 This contract shall be applicable under the rules and jurisdiction of the DIFC Courts. (Dubai International Financial Centre) "Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre. This contract shall be governed by and construed in accordance with the law of Dubai, UAE
- 12.6 Tax Registration Number: For all applicable transactions the Consultancy's registration number is 100064798000003

The parties agree to be bound by the terms of this Agreement.

Signed for and on behalf of the Consultancy (eImagine Solutions DMCC)

Date

Signed for and on behalf of the Client.

Date