



Master Vendor Agreement

THIS AGREEMENT (the "Agreement") dated the _____ day of _____, 20__

BETWEEN:

_____, a company incorporated under the laws of the Province of Ontario with its registered and records office located at _____ (the "Company") OF THE FIRST PART

AND:

_____, a company incorporated under the laws of the Province of Ontario with its registered and records office located at _____ (the "Vendor") OF THE SECOND PART

AND:

_____, of _____ (the "Agent") OF THE THIRD PART

VENDOR AND AGENT'S SERVICES AND RESPONSIBILITIES

Description of Vendor Services:

- a. The Company engages the Vendor as to provide the services of the Agent on the terms and conditions of this Agreement.
- b. The Vendor will provide services (the "Services") in the capacity of Recruitment Outsourcing. The Vendor will service and support Candidates and will be responsible to maintain the Company's policies respecting Candidate representation.
- c. It is agreed by the Parties that the Vendor has full control on how the Services will be performed, subject to the Vendor's compliance with the requirements and policies of the Company.



- d. The Vendor warrants that all applicable laws statutes, regulations, by-laws and legal obligations will be complied with in performing the Services.
- e. The agent warrants and represents that the Vendor is competent to carry out the Services.
- f. Any material misrepresentation by the Agent or the Vendor shall lead to summary termination of this Agreement by the Company.
- g. The Vendor will perform the Services at its own offices.

ENTITLEMENT EARNINGS

- a. The Vendor will be paid Entitlement Earnings by the Company. For each Vendor-supplied Candidate that becomes an Assigned Employee of the Company, the Company agrees to pay the Vendor \$0.90 per billable hour, subject to volume of less than 10 supplied Assigned Employees per week. If volume surpasses this threshold, a new Entitlement Earning agreement is to be negotiated.
- b. Entitlement Earnings can be invoiced upon Candidate start date and will be paid to the Vendor upon payment by the end Client.
- c. Entitlement Earnings will be paid to the Vendor on the basis of Timesheets that have been approved by the Client in writing.

INDEPENDENT STATUS

- a. The Vendor acknowledges that it is an independent business entity from the Company and is responsible for any taxes or remittances that may be payable as a result of the performance of the Services herein including, but not limited to remittances pursuant to the Income Tax Act of Canada and all federal and provincial employment, health, insurance, workplace and safety legislation.
- b. It is expressly understood and accepted that this is not an employment agreement and neither the Vendor nor the Agent will have any claim to Company benefits or employee considerations (including but not limited to profit sharing, pension, shares or bonuses).

CONFIDENTIALITY



- a. The Vendor and Agent acknowledge that during their relationship with the Company, they may receive confidential information including commercial and technical secrets and the confidential information of Clients.
- b. The Vendor and the Agent consequently agrees that during the period of performing services during the term of this Agreement and for FIVE (5) years subsequent thereto, they will not disclose to others or make use of directly or indirectly, any confidential information of the Company or confidential information of a Client or Candidate or of others who have disclosed it to the Company or acquired in the course of business under conditions of confidentiality, unless for a purpose authorized by the Company. If there is any doubt about whether any disclosure or use is for an authorized purpose, the Vendor and the Agent is to obtain a ruling in writing from the Company and is to abide by it.
- c. The Vendor shall take reasonable security precautions to keep confidential all information deemed confidential and shall not make unauthorized copies, and further undertakes to notify the Company immediately upon discovery of any unauthorized use or disclosure of confidential material and shall assist the Company in regaining of such material and mitigating the loss to the Company there from.
- d. Confidential information will be deemed to extend to all confidential technical and commercial information, including, but not limited to the contents of reports, specifications, quotations, formulae, computer records, client lists, price schedules, customer lists, customers, candidate records, client records and the like.
- e. The Vendor is required to deliver to the Company upon request or in any event of termination of this Agreement, all books of account, records, correspondence, notes, computer disks, and the like concerning or containing any reference to the business of the Company or of Clients.

NON-COMPETITION

From the date of this Agreement until 2 years after the end of the Agreement, the Vendor will not divert or attempt to divert from the Company any business the Company had enjoyed, solicited, or attempted to solicit, from its customers, during the course of the Agreement or prior to termination or expiration, as the case may be, of the Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the date first above written.



Per:

Authorized Signatory

Per:

_____ Authorized
Signatory AGENT – _____