

CAREERNET PRO TERMS RECRUITING TERMS OF SERVICES AGREEMENT

This Non-Exclusive Recruiting Services Agreement (the "Agreement") is made this _____ day of _____, 20____ ("Effective Date"), by and between CareerNet Global, Inc., a Florida Corporation b/b/a herein as CareerNet Pro, and its present and future affiliates, related entities, parents, subsidiaries, successors and assigns (collectively, the "Recruiter") located at 1001 Brickell Bay Drive, 2700, Miami, FL USA 33131, and _____ ("Client"), located at _____.

WHEREAS, Recruiter provides search and placement recruitment services, and desires, on a non-exclusive basis, to present qualified candidates for employment by Client and Client wishes to engage Recruiter to provide, from time to time, such search and placement recruitment services upon, and subject to, the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants as herein described, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services.

Client may engage Recruiter from time to time to provide recruitment placement services on a non-exclusive basis in order to present qualified candidates for employment in positions determined by Client (the "Services"). Recruiter will provide the Services in a professional and workmanlike manner and will refer candidates for employment (individually, a "Candidate" and collectively, the "Candidates") to match the job descriptions as determined Client.

2. Fees

Subject to the limitations herein, in the event that Client hires a Candidate within 18 months after the Candidate is presented to Client, Client shall pay to Recruiter a one-time placement fee of _____ percent (X0%) of the Candidate's annual starting Base Salary (defined herein), excluding benefits and bonuses (the "Placement Fee"). No Placement Fee shall be due to Recruiter in the event that the Candidate was previously known to Client and Client notifies Recruiter of such within ten (10) business days of recruiter presenting Candidate.

Base Salary amount will be determined by an employment agreement signed between the Candidate and Client, which agreement must include a start date. In the event the employee will be compensated by a base salary + commission, CareerNet will have the right to an additional _____ percent (___0%) based upon the commission earned by the candidate, due 375 days from the start date as indicated in the candidate's employment agreement. Client agrees to furnish proof of this agreement within 5 business days upon written request, which may be delivered electronically, by the Recruiter.

3. Payment Terms

Recruiter will invoice Client no earlier than the Candidate's 7th day of employment. Payment will be due thirty (30) days from receipt of invoice. A late fee for failure to make payment within the 30th day period following a legitimate invoice shall be an immediate, additional 10% of Candidate's annual starting base salary.

4. Term; Termination

The term of this Agreement shall commence on the Effective Date and shall continue for six (6) months ("Initial Term"), unless sooner terminated. This Agreement shall automatically renew for additional six (6) month periods (each a "Renewal Term") unless either party provides written notice to the other of its intent not to renew not fewer than thirty (30) days prior to the expiration of the then current term. The Initial Term and the Renewal Term(s), if applicable, are referred to collectively in this Agreement as the "Term." Either party may terminate this Agreement at any time by providing written notice to the other party. Any such termination shall be effective upon receipt of written notice of termination, which may be delivered electronically. Upon Client's termination of Recruiter, Client shall remain responsible for the Placement Fee for any Candidate that Recruiter referred to Client prior to such Termination.

5. Guarantee

In the event that Client hires a Candidate and such Candidate's employment is terminated voluntarily by the employee, or by Client for any reason, Recruiter agrees to use diligent efforts to find a replacement Candidate for Client within one hundred and twenty (120) days from the prior Candidate's start date, and no additional Placement Fee will be charged to Client for such replacement Candidate, unless the annual base salary for such replacement Candidate is higher than that of the original Candidate, in which case the difference between such annual base salary shall be subject to the Placement Fee.

6. Non-Discrimination

Recruiter affirms that all Candidates are referred in accordance with their individual job-related qualifications, without regard to race, color, religion, gender, age, national origin, marital status, disability, or any other protected characteristics. Recruiter will not conduct background checks or substance testing unless requested in writing by Client and at Client's expense.

7. Non-Solicitation

Recruiter agrees that during the Term and for a period of two (2) years after the termination or expiration of this Agreement, Recruiter will not recruit, solicit or induce in any way any employee, advisor or consultant of Client to terminate his or her employment or other contractual relationship with Client. The Parties agree that the amount of liability and damages available for any breach of the terms of this covenant is difficult to determine at the time of the

execution of this Agreement insofar as the recruitment, solicitation or inducement will cause disruption to Client's business by delaying active products, sales and/or requiring diversion of resources in order to replace any departing employee, and that in the event of such a breach of this Agreement, Recruiter shall pay Client as liquidated damages the greater of (i) a sum of two hundred thousand dollars (\$200,000), or (ii) two times the Candidate's annual salary. The Parties agree that this sum is not a penalty, but rather a reasonable measure of damages, based upon the Parties' experience in the subject industry and given the nature of the losses that may result from such action.

8. Non-Disclosure

"Confidential Information" means all information relating to Client's and Recruiter's engagement with Client (including this Agreement), in any medium, including, without limitation, all proprietary information, information relating to any and all trade secrets, patents, copyrights, trademarks, service markets, knowhow or other intellectual property rights under the laws of any governmental authority anywhere in the world, business plans or models, marketing, data, programs, processes, algorithms, object code, source code, software, computer hardware, any and all inventions, developments or conceptions (reduced to practice or not) that are made, suggested, invented, discovered, received or learned by Recruiter alone or jointly with others, pricing, operations, financial matters, personnel matters, present or future products, services, inventions, sales, customers, suppliers, employees, agents, affiliates, officers, directors, owners, shareholder, investors, prospects, markets, or businesses, whether provided by Client to Recruiter before or during this engagement. "Confidential Information" does not include (i) information that has become generally known or available to the public without a breach of this Agreement by Recruiter, or (ii) information that was known by Recruiter before Recruiter received it from Client.

Recruiter acknowledges that Client would suffer irreparable injury and damage from disclosure of its Confidential Information. Recruiter therefore covenants to hold such information in the strictest of confidence, to use all reasonable precautions to safeguard the information, and not to use any Confidential Information for business purposes other than those of Client and only as permitted herein. Recruiter agrees to hold the Confidential Information of Client in the strictest of confidence indefinitely to ensure that such information is not used by third parties for any improper purpose and to indemnify Client against any loss or damage arising from unauthorized access, use or disclosure, directly or indirectly, by Recruiter. Recruiter acknowledges and agrees that Client is entitled to an injunction of any actions in violation of this Agreement, as well as damages and any other remedies available at law or equity, for a breach of this confidentiality covenant, without having to post a bond.

In the event that Recruiter becomes legally compelled to disclose any Confidential Information, Recruiter will provide Client with prompt prior written notice of such requirement so that Client

may seek a protective order or other appropriate remedy at Client's expense. In the event that such protective order or other remedy is not obtained, the Recruiter shall disclose only that portion of such Confidential Information that is legally required to be disclosed and to use reasonable efforts to obtain confidential treatment of the Confidential Information to be disclosed, if and to the extent such treatment is possible.

9. Indemnifications.

(a) Client shall indemnify and hold Recruiter harmless from and against any claim, loss, or expense (including reasonable attorneys' fees) incurred by Client arising from Client's hiring of a Candidate.

(b) Recruiter shall indemnify and hold Affiliate harmless from and against any claims, loss, or expense (including reasonable attorney fees) asserted by Client arising from any Recruiter breach of the performance under the terms of this Agreement.

10. Miscellaneous

(a) This Agreement is the complete statement of the Parties' agreement regarding the subject matter addressed herein. This Agreement supersedes any and all other discussions, agreements, or understandings between the Parties. This Agreement may not subsequently be amended, modified or assigned except in writing signed by both Parties.

(b) Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered and confirmed electronically, delivered by hand or when deposited in the United States mail, by certified mail, return receipt requested, postage prepaid, or when sent overnight via FedEx or UPS, to the address herein.

(c) The determination jointly by the Parties or by a court as to the invalidity, unenforceability, or unreasonableness of any provision hereof shall in no way affect the validity or enforceability of any other provision, and the invalid, unenforceable, or unreasonable provision shall be modified to be valid and enforceable to the full extent permitted by law. The waiver by a Party of a breach of any provision of this Agreement cannot be construed as a waiver by the Party of any other breach of that provision or of any other provision.

(d) Florida law governs this Agreement regardless of the conflict-of-laws rules or statutes of any jurisdiction. Any disputes regarding this Agreement will be adjudicated in the Miami-Dade County, Florida.

(e) Sections 4, 6, 7, 8 and 9 shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date last written below.

CareerNet Global Inc.

Client: _____

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____