



Live-in Caregiver Recruitment Agreement

THIS AGREEMENT (the "Agreement") is entered into by and between My Home Caregivers ("Recruiter") and the party identified as the "Employer" on the signature page of this Agreement (the "Employer");

WHEREAS Recruiter is in the business of assisting businesses with respect to recruiting, processing and the mobilization and employing of foreign workers and caregivers, and the Employer desires to engage the services of the Recruiter as an independent contractor to effect the recruiting and processing of foreign workers or caregivers for employment with the Employer at the Employer's location(s) in Canada and the Recruiter agrees to the provision of such services on the terms and subject to the conditions set out in this Agreement;

WHEREAS Recruiter has already disclosed, and/or will be disclosing, to the Employer certain solicited and/or unsolicited information regarding the employment of foreign workers or caregivers which may include the introduction or disclosure by Recruiter of and consequent discussions with certain foreign worker or caregiver individuals by the Employer and other entities and personnel ("Contacts") concerning employment with the Employer and the Employer may disclose certain information concerning its affairs or business to the Recruiter (the "Information");

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ENGAGEMENT AND TERM OF AGREEMENT.** Subject to the terms and conditions of this Agreement, the Employer hereby retains and engages the Recruiter to provide the Services herein set forth during the term of this Agreement and the Recruiter hereby accepts such retainer and engagement and agrees to provide such services. This Agreement shall be for the initial term ("Term") of 12 months and shall commence on the Commencement Date. The Term shall automatically renew on the anniversary of the expiry date of the Term for the additional period set forth in Schedule "A", unless otherwise terminated by either party by providing at least 30 days written notice prior to the expiry of the Term to the other party that they wish to terminate this Agreement.

The Recruiter and Employer agree that should the Recruiter not be able to commence work on the Commencement Date due to causes beyond the Recruiter's reasonable control, then the Recruiter or Employer has an option to extend the Commencement Date by 30 days, failing which either party may cancel this Agreement on 7 days written notice mailed to or delivered to the address of the other shown in this Agreement. Upon such early termination, the Recruiter's liability to the Employer shall be limited to the refund of any monies paid by the Employer to the Recruiter for unperformed Services.
2. **PROFESSIONAL SERVICES TO BE RENDERED** The Recruiter shall provide to the Employer such assistance, information, supervision, management, and direction (collectively, the "Services") as the Employer may require in order to recruit and process foreign workers and caregivers (the "Workers") as requested by the Employer from time to time. Unless otherwise agreed by the parties, the Services shall be limited to those Services set forth in Schedule B and:
 - 2.1. The Recruiter shall act on behalf of the Employer in ensuring that all requirements are met, as detailed by the governing bodies, in recruiting and processing the Workers;
 - 2.2. The Recruiter shall not sign any recruitment documents on behalf of the Employer, including but not limited to, LMO, employment contracts and manpower requests;
 - 2.3. In recruiting and processing the Workers, the Recruiter may from time to time require certain assistance from the Employer to facilitate completion of the Services. At the request of the Recruiter the Employer shall provide the information and assistance set forth in Schedule B and such further and other reasonable requests of the Recruiter as may be required in order for the Recruiter to properly perform the Services;
 - 2.4. The Employer shall provide the Recruiter with reasonable access to such Premises and Facilities of the Employer as required for completion of the Services at no cost to the Recruiter. Such access will be provided during normal business hours unless otherwise agreed;
- 2.5. Employer acknowledges that the Services provided hereunder by Recruiter and its representative(s) are of a part time nature and are to be carried out by Recruiter in such manner and means as it deems appropriate acting in a professional manner. The Employer acknowledges that Recruiter advises, consults and has relationships with numerous businesses concerning the recruiting, processing and mobilization of foreign workers and caregivers some of which are involved in businesses similar to the business of the Employer and nothing restricts Recruiter from continuing or pursuing such interests; and
- 2.6. upon successful completion of this Agreement and upon written notice from the Recruiter the Employer shall permit the Recruiter to provide the Employer's name as a reference when the Recruiter is seeking new business from other clients.
3. **COMPENSATION AND PROFESSIONAL COSTS** In consideration for the Services, the Employer shall pay the Recruiter fees as provided in Schedule "A", attached to this Agreement, plus any applicable taxes (the "Recruiter's Fees") and:
 - 3.1. Selected candidates shall be deployed exclusively through the Recruiter. Should the Recruiter introduce the Employer a candidate previously not known by the Employer, and such candidate is not immediately hired by the Employer but is hired by the Employer directly or through another agency or service within 1 year after the introduction, the Employer shall disclose the hiring to the Recruiter and pay the Recruiter's Fees for such Workers immediately on demand;
 - 3.2. The Employer shall pay all invoices from the Recruiter directly to the Recruiter and no one else within 15 days of the date of the invoice. The Employer shall pay to the Recruiter, interest of 24% per annum, calculated monthly at a rate of 2% per month, on the outstanding amount of any overdue invoices; and
 - 3.3. The Recruiter is a Goods and Services Tax ("GST") registrant (GST #81615 0270 RT0001). The Employer shall pay GST/HST and any other taxes applicable to the Recruiter's Fees in addition to the Recruiter's Fees, other than income taxes of the Recruiter.
4. **EXPENSES AND ADDITIONAL SERVICES** In addition to the Recruiter's Fees, Discrepancies and omissions in the documentation and information supplied by the Employer and any work requested in variance of the Services to be performed are considered an extra to the Agreement and are not included in the Recruiter's Fees. Any additional work required due to conditions not disclosed to the Recruiter, or which could not be

reasonably anticipated, are not included in the Recruiter's Fees and shall be an extra to the Recruiter's Fees. Such additional work shall be charged at the usual rates charged to other clients of the Recruiter.

5. **CONFIDENTIALITY OF INFORMATION.** Neither party shall use any Information provided by the other party in any manner or for any purpose other than as is necessary and/or appropriate in connection with the recruitment of foreign workers or caregivers for the Employer under this Agreement and shall at all times safeguard the Information.

6. **NON-CIRCUMVENTION.** Employer will not under any circumstances attempt to circumvent or utilize Recruiter's Contacts and relationships and directly or indirectly accomplish the recruitment of foreign workers or caregivers or any other business relationship with the Contacts for his own benefit or that of any third party other than through Recruiter and this agreement or some other arrangement, satisfactory to Recruiter. The parties agree that they shall keep confidential between them the financial terms of this Agreement. The provisions of this paragraph 6 shall remain in force and effect for a period of two (2) years from the termination date of this Agreement.

7. **TERMINATION AND DEFAULT** Either party may terminate this Agreement by giving the other party 30 days prior notice in writing. On termination, the Recruiter shall invoice the Employer for any unbilled service fees, expenses and disbursements, and the Employer shall pay all outstanding invoices within 15 days of such termination; and

7.1. If payment of any amounts to be paid by the Employer are not paid when due, or if the Employer defaults in any other covenant in this Agreement, the Recruiter may, at its option, cease work and treat the Agreement as repudiated forthwith on the occurrence of such default, and the Recruiter may recover payment for the work already completed plus damages, and

7.2. In the event of default by the Employer, the Recruiter shall have a possessory lien over and may retain all work, records and documents relating to the services, until paid in full; and

7.3. If the Recruiter fails to perform the Services in accordance with the terms of this Agreement, the Employer may by written notice to the Recruiter require him to cure the default, neglect, or event specified in such notice within fifteen (15) days. If the Recruiter fails to comply with the said notice, or is not then actively curing the said default within fifteen (15) days of receipt of the notice, or if the Recruiter becomes bankrupt or makes a general assignment for the benefit of his creditors, or a receiver of the Recruiter is appointed, the Employer may take possession of all work completed before such default and finish the work in accordance with the plans as the

Employer may deem expedient, but without undue delay or expense. In such event, the Recruiter shall not be entitled to any further payment under this Agreement, but upon completion of the work, an accounting shall be made between the Employer and the Recruiter at the time the Employer took possession of the work. If the unpaid balance exceeds the expense of finishing the work, such excess shall be paid to the Recruiter; however, if such expense shall exceed such unpaid balance, the Recruiter shall pay the difference to the Employer.

8. **NOTICES AND COMMUNICATIONS** Every communication provided for in this Agreement or arising therefrom shall be in writing and shall be mailed or delivered to the party's address as provided in this Agreement. Any party may change its mailing or delivery address by giving the other party written notice to that effect. Every communication mailed at any Post Office in Canada by prepaid post in an envelope addressed to the Party to whom the same is directed shall be deemed to have been given to and received by the addressee on the third (3rd) business day following mailing. Every communication delivered, sent by fax, e-mail or other electronic means shall be deemed to have been served on the date of delivery or sending.

9. **MISCELLANEOUS.** The parties are independent contracting parties and neither party may act as agent or represent or bind the other party except as expressly set forth herein. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver hereof and all waivers are required to be in writing. In the event any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remainder of this Agreement shall not be affected. This agreement contains the full and complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior representations and understandings concerning the same subject matter whether they are oral or written. If one or more persons or other entities constitute the Employer, then all agreements and covenants of the parties constituting the Employer shall be deemed joint and several. The Employer agrees that this Agreement and its provisions and its obligations shall apply to all subsidiaries and affiliates of the Employer. This Agreement will be governed by and construed according to the laws of the Province of Alberta, without regard to conflicts of law principles and all actions shall be commenced only in the appropriate courts located in Calgary Alberta. This Agreement may be executed in any number of counterparts and by way of facsimile or email by any one or more of the parties. Each executed counterpart or facsimile or email transmitted counterpart shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement effective the date set forth below.

Commencement Date: _____

MY HOME CAREGIVERS:

EMPLOYER:

Per: _____

Name: _____

My Home Caregivers

Signature: _____

SCHEDULE A

COMPENSATION AND PROFESSIONAL COSTS

Recruitment Fee - \$1,500 plus GST/HST.

- \$500 plus GST/HST upon signature of this document;
- Balance payable upon arrival of the Employee at the designated residence.

SCHEDULE B

SERVICES TO BE PERFORMED

1. Unless otherwise agreed by the parties, the Services to be performed by the Recruiter shall be limited to:
 - 1.1. determining, with assistance from the Employer, the Employer's requirements for the live-in caregiver including specific job duties;
 - 1.2. researching the prevailing wage basis in the area for the live-in caregiver;
 - 1.3. identifying the requirements for accommodations and medical coverage for the live-in caregiver;
 - 1.4. placing ads on the National Job Bank and other publications if required to ensure that there are no Canadian workers available that meet the job requirements;
 - 1.5. sourcing and pre-screening potential candidates;
 - 1.6. submitting appropriate candidate profiles to the Employer for the Employer's review;
 - 1.7. assisting the Employer with telephone or teleconferencing interviews of recommended candidates if desired, and assist with the final selection of the live-in caregiver;
 - 1.8. completing the Labour Market Opinion (the "LMO") application in detail in accordance with the Employer's information;
 - 1.9. preparing the employment contracts in compliance with Service Canada and foreign government agencies regulating the emigration of foreign workers to Canada;
 - 1.10. filing the LMO as well as supporting documents with Service Canada as a Third Party Representative;
 - 1.11. upon receiving an LMO confirmation from Service Canada, coordinating meetings and interviews with foreign agents or government authorities to ready the Workers for entry to Canada and all necessary communications with Citizenship and Immigration Canada ("CIC");
 - 1.12. arranging and obtaining at Employers expense the international and domestic transportation from the host country to the Employer's place of work, once a Temporary Residence Visa (TRV) from CIC has been released to the Workers;
 - 1.13. providing ancillary processing services limited to the following:
 - 1.13.1. scheduling of medical examinations, tests, and inoculations as required by the government of Canada, and obtaining certificates of fitness to work;
 - 1.13.2. arrangement of personal background checks and criminal record investigations as required by the government of Canada, and obtaining appropriate documentation to evidence this;
 - 1.13.3. confirming that the applicant's passport is valid and the personal data given is accurate and complete; and
 - 1.13.4. obtaining visas and work permits from the Canadian Embassy, as applicable.

EMPLOYER ASSISTANCE

2. The Employer shall assist the Recruiter in performing the Services by providing all relevant information and shall:
 - 2.1. notarize, sign and provide the Recruiter with any authorizations or documents that may be required with respect to foreign government requirements concerning the Recruiter's ability to conduct the business referred to in this Agreement; and
 - 2.2. fulfill such other reasonable requests of the Recruiter, not contained herein, which may expedite or facilitate completion of the Services.