

**MASTER VENDOR AGREEMENT**

THIS AGREEMENT dated [Date] (“Effective Date”) is by and among:

**TEEMA SOLUTIONS GROUP INC.**  
#317 - 1080 Mainland St  
Vancouver, BC V6B 2T4  
 (“TEEMA”, “we”, “us”, or the “Company”)

AND

**[Member Full Business Name]**  
[Member Business Street Address]  
[Member Business City, Province PC]  
(the “Vendor”)

AND

**[Member Full Name]**  
[Member Street Address]  
[Member City, Province PC]  
(the “Agent” and/or “you”)

**BACKGROUND:**

- a. The Company and the Vendor are in the business of providing staffing solutions for businesses and individuals seeking career opportunities.
- b. The Agent has contracted with the Vendor to provide services in accordance with this Agreement.
- c. The Company wishes to engage the Vendor for the services of the Agent and the Vendor and the Agent accepts such engagement of the terms and conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. Definitions**

The following terms shall have the indicated meanings:

“**ATS**” is the name of the computer software-based applicant tracking system used by the Company.

“**Candidates**” are individuals who are seeking career opportunities through the Company.

“**Clients**” are businesses and individuals that enlist the services of the Company.

“**Competing Organization**” means, at the sole discretion of the Company, any person, firm, business, entity or organization involved in the placement of candidates seeking employment, including any recruiting firm, employment agency, temporary personnel service business or other staffing services business, as well as “in house” departments that provide HR or recruitment services for a single client.

“**Confidential Information**” means all information the Company may from time to time (either before or after the date of signature of this Agreement) disclose, provide or make available to the Vendor or the Agent, and/or that the Vendor and the Agent may have access to, in any medium, belonging to the Company or to a third party (where the Company has a duty to protect such information belonging to a third party). Confidential Information includes, but is not limited to, any information or data relating to us, regardless of its form that is disclosed to the Vendor by or on behalf of TEEMA or the for the purposes of or in connection with the Services.

“**Contract Placements**” are individuals who are placed as contractors to Clients, using the Company’s services.

“**Commissions**” are payments earned by and paid to the Vendor in the form of commissions, as further detailed within TEEMA’s Commission Plan.

“**Commission Plan**” is an internal document, shared out to all Vendors, that outlines the agreed upon payment terms paid out to the Vendor for Permanent and Contract placements.

“**Guiding Principles**” are publications issued by the Company setting forth its corporate visions, mandates, operations and requirements and are incorporated into this Agreement by reference hereto. These publications provide the standards and guiding principles by which the Vendor and the Agent shall conduct themselves. The Vendor understands that these Guiding Principles may be updated from time-to-time and the Vendor and the Agent are responsible for obtaining and being thoroughly familiar with the most current version and staying up-to-date with the most current versions.

“**Member**” is an agent of a corporation that has a valid and existing Master Vendor Agreement with the Company.

“**Pay Periods**” are on a monthly basis upon which commissions are made to the Vendor. There are usually TWELVE (12) Pay Periods per year.

“**Permanent Placements**” are individuals who are placed as permanent employees with Clients, using the Company’s services.

“**Processing Schedule**” is the schedule of monthly Pay Periods issued by the Company.

“**Representation**” is Company’s formal recognition that the Vendor is able to represent Candidates, Clients, or both.

“**Effective Date**” means the date of this Agreement.

“**Services**” means the work, recruiting and staffing services, whether through Permanent or Consultant Placements, furnished or performed, by the Vendor for the Company. Such Services must use the Company’s standard operating procedures and follow the Company’s Guiding Principles when identifying and responding to Client needs and requirements and using best efforts to match and place the best available Candidates for such Client needs and requirements.

## **2. Agent as "Key Person" of Vendor**

The Vendor agrees to provide the services of the Agent as the key person to render the Vendor’s Services and the Agent and the Vendor hereby represent warrant and covenant as follows:

- a. That the Agent has entered into an agreement (the “Services Agreement”) with the Vendor authorizing and instructing the performance of the Agent’s services hereunder for the Vendor, and that the Vendor has the right and authority to enter into this Agreement and to furnish to the Company the rights and services of the Agent upon all the terms and conditions specified in this Agreement;
- b. That the Agent consents and agrees to be and will be bound by and will duly observe, perform, comply with, and guarantee the observance and performance of each and all of the terms, covenants and conditions of this Agreement on the part of the Vendor to be performed or complied with, regardless of the Agent’s contractual status with the Vendor, and that the Agent shall render to the Company all of the Services and grant to the Company all of the rights which are to be rendered and/or granted by the Vendor pursuant to this Agreement even if the Vendor shall be dissolved or should otherwise cease to exist;
- c. That the Vendor and not the Company will be solely responsible to the Agent for all compensation and other remuneration for any and all services rendered by the Agent to the Vendor;
- d. That the Company shall be entitled to equitable relief against the Agent by injunction or otherwise to restrain, enjoin or prevent the violation or breach by the Agent of any obligation of the Vendor to be performed as provided in this Agreement or the violation or breach by the Vendor of any obligations under this Agreement. The Company shall not be required to first resort to or exhaust any rights or remedies which it may have against the Vendor before exercising its rights and remedies against the Agent;
- e. That the Agent will indemnify and hold the Company, its officers, employees and assigns harmless from and against any and all taxes or other costs which the Agent or the Vendor may be obligated to pay

and any and all liabilities (including judgments, penalties, interest, damages, costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced) which may be obtained against, imposed or suffered by the Company or which the Company may incur by reason of the Vendor's failure to deduct and withhold from the compensation payable under the Services Agreement any amounts required or permitted to be deducted and withheld from the compensation of an employee under the provisions of the Income Tax Act of Canada and/or Internal Revenue Code and the income tax acts of any Canadian Province and any Federal or State Tax legislation of the United States of America and any other statutes or regulations heretofore or hereafter enacted requiring the withholding of any amount from the compensation of an employee and any similar statutes or regulations of any foreign countries;

f. That the Agent and the Vendor will not amend or modify the Services Agreement in any particular manner that would prevent or interfere with the performance of the Vendor's Services under this Agreement; and

g. Without the prior written authorization of the Company, Vendor shall have no authority to: (i) enter into any contract or legally binding agreement on behalf of Company; (ii) commit the Company to any obligation; or, (iii) sign or endorse any check or other negotiable instrument on behalf of Company.

### **3. 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 the Services in a professional and diligent manner.

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 Guiding Principles.

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 and the Agent are competent to carry out the Services.

f. Any 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.

h. To ensure Confidentiality, Vendor shall not provide staffing and recruiting Services outside of this Agreement without prior written approval from a member of Company's Executive Team.

### **4. Commissions**

a. The Vendor will be paid Commissions by the Company pursuant to the Commission Plan and provided that the Agent and the Vendor satisfy all of their respective obligations under this Agreement. A Vendor must be granted either Candidate or Client Representation, or both to qualify to receive Commissions. Granting of Representation shall be confirmed by a stamp in both the Client's and Candidate's record cards in the Company's ATS, along with any supported business activity logged within the ATS.

b. Commissions will only be paid for Permanent Placements or Contract Placements.

c. In the event of a conflict respecting Representation or Commissions between the Vendor and any other vendor or agencies that have been granted Representation by the Company, the Company shall act as the final arbitrator of how and when Commissions are distributed, to whom and in what proportions and amounts.

d. Commissions will be paid to the Vendor on the Pay Periods set out in the Processing Schedule. No Commissions will be paid to the Vendor on invoices that have not been approved by the Client. Delayed

or late invoices approvals will create similar delays in Commissions payments to the Vendor.

e. Commissions relating to Contract Placements will be paid to the Vendor according to the Member Processing Schedule after the completion of hours worked by the Contract Placements. The Company shall have the right to delay Commissions to the Vendor up until when the Company receives payment for the hours worked from the Clients.

f. Commissions relating to Permanent Placements, inclusive of Contract Buy-Outs (CBO) will be paid to the Vendor once the Company receives full payment of the agreed upon placement fee.

## **5. Processing Fee - Contract Placements**

a. The Vendor agrees to pay the Company a processing fee (the "Contract Processing Fee"), if applicable, and as set out in the Commission Plan. If the Contract Placement is no longer under contract with the Company, the Contract Processing Fee will end. The Contract Processing Fee will be deducted at source, in advance of paying Commissions to the Vendor.

b. The Company may change the amount of the Contract Processing Fee at any time with THIRTY (30) DAYS PRIOR written notice to the Vendor.

## **6. Processing Fee - Permanent Placements**

a. The Vendor agrees to pay the Company a processing fee (the "Permanent Processing Fee") if applicable, and as set out in the Commission Plan. This Permanent Processing Fee will be deducted at source, in advance of Commissions to the Vendor.

b. The Company shall have the right to change the amount of the Permanent Processing Fee at any time within THIRTY (30) days prior written notice to the Vendor.

## **7. Obligations of the Vendor**

a. The Vendor shall at its expense supply all equipment or tools or instruments needed to perform the services under this Agreement, including but not be limited to office furniture equipment including phone and internet, and office facilities.

b. The Vendor shall pay all expenses necessary to perform the services under this Agreement, including but not limited to travel (public transit, parking, flight and accommodations, etc.), meals and entertainment, Vendor advertising, insurance, associations and/or membership fees. Any administrative dues issued through the Company (i.e Vendor bill backs such as backcheck fees, job board fees, business cards, client/candidate parties, etc.) that the Vendor incurs during the period of this Agreement, and that are payable to the Company, will be paid directly by the Vendor, deducted from Commissions payable to the Vendor or deducted directly from the Vendors business bank account.

c. The Vendor will be responsible for the maintenance or loss of its equipment. The Company shall not be responsible for any such damage or loss.

d. The Vendor is solely responsible for arranging any necessary professional licensing, professional liability, worker's compensation and errors and omissions insurance for provision of the Services.

e. The Vendor shall invoice the Company the full Commissions owed within the Pay Periods as set out in the Processing Schedule, less any Contract Processing Fee, Permanent Processing Fee, applicable A&M Fees (as defined in paragraph 10), plus applicable taxes. The Company shall have the right to withhold payment from the Vendor until the applicable invoices have been submitted. Vendors who fail to invoice monthly are subject to late fees as set out by the Company.

f. The Agent is required to perform the Services.

g. In the event that, prior to entering into this Agreement, the Vendor or Agent had an employment contract that contained a restrictive covenant or non-solicitation provision, the Vendor or Agent, as appropriate, shall comply with such provisions unless such provisions are held to be unenforceable by a Court of Law. The Vendor acknowledges that, under the terms of this Agreement, it has indemnified the Company for all costs that the Company may incur as a result of the Vendor's breach of such restrictive covenant or non-solicitation clause.

h. The Vendor will comply with all existing contractual undertakings that it may have given to any third party, including previous employers, regarding privacy, third party records, confidentiality and protection of information (the "3rd Party Information"). The Vendor acknowledges that, at no time, has the Company requested receipt of any 3rd Party Information as the Company operates on the principles of integrity and the highest standards of ethical behavior and that any unauthorized use or release of 3rd Party Information by the Vendor may materially affect the Company's brand, reputation and ability to conduct business. Such unauthorized use or release of 3rd Party Information by the Vendor will constitute a material breach of this agreement and shall give the Company the right to immediately terminate this Agreement.

i. Prior to initiating any business development or furthering active recruiting initiatives, the Vendor will review the Company's ATS data base regularly and ensure that it does not attempt to solicit business from the Company's existing clients or attempt to place candidates that the Company has placed in current assignments or placements.

j. The Vendor undertakes to perform the Services in a conscientious, diligent and efficient manner, and to provide a quality of service in accordance with the Guiding Principles.

## **8. Write-Offs and Bad Debts**

a. The Vendor will bear the full loss of write-offs or bad debts not paid by a Client to which the Vendor has been receiving Commissions.

b. Recoupment of write-offs or bad debts will be deducted from future Commissions. The Company will withhold a maximum of ONE HUNDRED (100%) of Commissions until the full amount of write-offs or bad debts has been collected.

c. Client receivables will be considered a write-off or bad debt after SIXTY (60) days past a Client's net terms. The Company reserves the right to withhold or recoup Commissions on any receivables older than SIXTY (60) days past a Client's net terms.

d. The Company reserves the right to charge interest on any outstanding write-offs or bad debt at a rate of up to FIVE PERCENT (5%) interest per annum.

e. In the event that legal expenses are incurred in recovering or attempting to recover outstanding debts, the costs of such expenses will be borne equally between the Vendor and TEEMA. Where such legal expenses include the raising of, participation in or settling of litigation proceedings and where the debts claimed are recovered or partially recovered, all related legal expense will be paid from such sums prior to payment of Vendor Commissions and TEEMA's processing fees.

## **9. Assistants and Subcontractors**

a. If the Vendor employs assistants or subcontractors to assist them in the performance of the Services, the Vendor shall ensure that such assistants and subcontractors are bound by obligations no less onerous than those set out in this Agreement. It is the Vendor's responsibility to ensure that such assistants and subcontractors are adequately supervised. It will be a material breach of this Agreement where any failure to supervise results in loss or reputational damage to TEEMA.

b. If the Vendor employs assistants or subcontractors to perform the Services, all provisions in this Agreement including but not limited to confidentiality, ownership of work product and indemnification shall be binding upon all assistants or subcontractors of the Vendor, and the Vendor agrees to enter into contract with the assistants and subcontractors providing for the enforceability these rights accordingly.

c. Remuneration for all such assistants and subcontractors shall be paid by the Vendor in a timely manner as and when such obligations become due.

d. All directives or instructions to any such assistants and subcontractors will be in writing and communicated through the Vendor.

e. No Vendor's assistants nor subcontractors will have any claims to Company benefits nor employee considerations (including but not limited to profit sharing, pension, shares or bonuses).

## **10. 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 any Federal or State Legislation of the United States of America, any Federal or Provincial Legislation of Canada and all federal and, state and provincial employment legislation. The Agent is, and at all times be, an independent contractor to the Company during performance of the Services and at no time shall be considered an agent, servant, employee or partner of the Company.

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).

## **11. Privacy**

a. The Vendor represents and warrants that it is in compliance with all applicable legislation governing the collection, use and disclosure of personal information.

## **12. 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 and the Company.

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 includes all confidential technical and commercial information, including, but not limited to the contents of reports, specifications, quotations, formulae, computer records, Client and Candidate lists, price schedules, customer lists, customers, Candidate records, Client records and the like.

## **13. Obligations of the Company**

a. The Company will provide to the Vendor one month notice of any changes to the Company's strategic direction.

b. The Company will use their own resources to communicate with Clients and to track, monitor and collect receivables.

## **14. Termination of this Agreement**

a. The Company may terminate this Agreement at any time and with immediate effect, by giving notice to the Vendor. In the event that the Company terminates this Agreement, the Company may retain any Commissions payable to the Vendor as set off against any sums owing by the Vendor to the Company arising out of this, or any other agreement between the parties.

b. The Vendor may terminate this agreement at any time by giving 30 days' written notice to the Company through Vendor's Partner, Senior Partner, or directly to TEEMA HQ. In the event that the Vendor terminates this Agreement, the Company may retain any Commissions payable to the Vendor as set off against any sums owing by the Vendor to the Company arising out of this, or any other agreement between the parties.

c. In the event the Agreement is terminated under this Clause 14 by either party, the Vendor is only entitled to receive Contract Commissions up to the date of termination. In addition, commissions for

completed Permanent Placements, up to the date of termination will be paid out. For the purposes of this clause, "completed" Permanent Placements shall mean a Candidate that has accepted a permanent job offer and met the guarantee period set between the Company and Client.

d. The Vendor has the option to transition their book of business to another active Vendor of the Company prior to the date of termination. Any transition plan must follow the transition policy set out by the Company and be approved by the Company prior to the date of termination otherwise the Company will elect to exercise Clause 14.c above.

e. Where applicable, should this Agreement terminate with an outstanding balance for a Vendor recoverable draw, commission advance, or loan payment, the Company has the right and ability to recoup these funds from Vendor to the fullest extent of the law. This includes, but is not limited to, withholding earned commissions and/or charging Vendor's credit card for the amount due.

## **15. Indemnity and Liability**

a. The Vendor and the Agent will defend, indemnify and hold the Company and its respective affiliates and each of their respective shareholders, directors, officers and employees ("Indemnified Parties") harmless from and against any and all claims, demands, losses, costs, damages, suits or proceedings, including all claims for personal injury, death, property damage, consequential, indirect and special loss or damage whatsoever or any other expenses (including attorney's fees) (altogether the "Claims") which the Indemnified Parties may incur or suffer as a result of or arising out of this Agreement, acts or omissions or breach by the Vendor or the Agent of any of the terms and conditions of this Agreement.

b. The Vendor and the Agent's obligations and the Company's rights pursuant to or arising from the provisions of this Agreement shall survive any termination, expiration, variation, modification or alteration of this Agreement.

c. In no event is the Company liable to the Vendor, Agent or any other person or entity for any special, incidental, punitive, indirect or consequential damages, loss of goodwill, work stoppage, data loss, computer failure or malfunction, loss of profit or any and all other commercial damages or loss which may be suffered by the Vendor, Agent and their respective affiliates, officers and directors as a result of this agreement or its termination.

## **16. General**

a. This Agreement and any exhibits or schedules attached constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein.

b. No party may rely on any representation, which allegedly induced that party to enter into this agreement, unless the representation is recorded herein.

c. No agreement varying, adding to, deleting from or canceling this agreement and no waiver of any right under this agreement shall be effective unless it is in writing, agreed to by both parties, and signed by both parties.

d. Written notice by either party to the other may be given in person, in which case such notice shall be deemed valid on the date of delivery in person, or by registered mail, in which case such notice shall be deemed valid as of seven days of the proof of mailing date.

e. No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights hereafter as if such relaxation had not taken place.

f. Unless inconsistent with the context, words signifying any one gender shall include the others, words signifying the singular shall include the plural and vice versa and words signifying natural persons shall include artificial persons and vice versa.

g. This Agreement contains the complete understanding of the parties and replaces any previous written or oral agreement on the same subject matter. No condition, representation, inducement, promise or agreement, oral or written, whether express, implied or collateral, not contained in this Agreement, will be of any force or effect.

h. If any portion of this Agreement is held to be illegal, invalid or unenforceable, both parties agree that: (1) the portion will be removed; (2) this Agreement will be understood and enforced as if the illegal, invalid, or unenforceable portion had never been in this Agreement; and (3) the remaining portions will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable portion or by its removal. The Company reserves the right to add a portion similar to the removed portion, which portion will be automatically added as a part of this Agreement on notice to the Vendor. The added portion, in the Company's discretion, may waive in whole or in part the removed portion or otherwise reduce the scope of the removed portion. In the event that the Vendor is not in agreement with such added portion, the Vendor shall notify the Company within TEN (10) business days of the Vendor's receipt from the Company of such added portion, and the parties shall negotiate in good faith to reach mutually agreeable replacement language for such added portion.

i. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor will anything in this Agreement be deemed, to confer on any person or legal entity other than the parties, their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

j. The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only.

k. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without reference to its conflict of laws principles. The parties submit to the jurisdiction of the courts of the Province of British Columbia.

l. All notices required or permitted under this Agreement must be in writing, must be personally delivered or transmitted by email or facsimile or by a nationally recognized courier service, to the Company at:

#317 - 1080 Mainland St  
Vancouver, BC V6B 2T4  
Attention: Contracts Department  
Email: [contracts@teemagroup.com](mailto:contracts@teemagroup.com)

And to the Vendor and the Agent at:

**[Member Full Name]**  
[Member Street Address]  
[Member City, Province PC]  
[Member Email]

The address may be changed by notice given pursuant to this section. Any notice is deemed given and received at the date and time of delivery by email or courier service, on the first business day following the date set out in the facsimile transmission confirmation or at the time the recipient refuses delivery or makes delivery impossible.

m. All captions in this Agreement are intended solely for the convenience of the parties and do not affect the meaning or construction of any paragraph.

n. Rights and remedies stated in this Agreement are cumulative and not exclusive of any other right or remedy.

o. Time will be of the essence of this Agreement.

p. This Agreement will enure to the benefit of and be binding upon the parties and their successors and assigns.

q. If this Agreement is executed in multiple counterparts, each executed copy is an original. A facsimile signature by any party shall be deemed to be an original.





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

**TEEMA Solutions Group Inc.**

**Vendor**

By: \_\_\_\_\_  
Authorized Signing Officer

By: \_\_\_\_\_  
Authorized Signing Officer

Name: Steve Reimer

Name: \_\_\_\_\_

Title: Chief Operating Officer

Title: \_\_\_\_\_

Date:

Date: \_\_\_\_\_

SAMPLE / DRAFT