



**MedMarket Jobs**

A SPLIT NETWORK FOR MEDICAL & PHARMACEUTICAL SALES RECRUITERS

## **RECRUITER SPLIT COMPENSATION AGREEMENT AND FEE SCHEDULE**

MedMarket Jobs “Participating Recruiting Firms” herein, referred to as “Agent,” agrees to refer only qualified and interested candidates for each position listed to our contracted Client, herein referred to as “Client” or to another Recruiting Firm, herein referred to as “Firm.” The Firm agrees to do the same as a courtesy to the Agent. The Agent and or Firm agree to schedule interviews at the convenience of the Client and will use the preferred method, based on the Client(s) direction to present candidates.

The Agent or Firm agrees to provide the Agent or Firm with accurate job/corporation descriptions, requirements, and compensation guidelines for each position listed, herein referred to as “Listing.” The Client agrees to adhere to lawful and ethical employment practices. The Client agrees that it will not hold the Agent or Firm liable for any candidates/employees actions that are derived from a referral by the Agent or Firm. The Agent or Firm also agrees that the Agent or Firm can not hold each other liable for the same.

### **Statement of Work:**

When asked by the Agent and or Firm, via email or facsimile, in exchange for referring candidates to the Agent or Firm, for a specific job assignment, the Agent or Firm is entitled to the fee structure outlined below. The fee(s) will be paid to the Agent or Firm, depending upon placement arrangement within fifteen (15) days of the receipt of payment from the Client Company. The Agent or Firm is only responsible for paying the referring Agent or Firm for candidates that are hired by The Client. This is to be viewed on an assignment by assignment basis and in no way is to be viewed in any other way, contractual or otherwise.

### **Fee Structure:**

50-50 split between Agent and Firm of the Total Fee Paid to the billing Agent or Firm.

### **Dispute Resolution:**

Any and all disputes will be settled using the laws and jurisdiction of the state of the recruiting firm in dispute.

**Term:**

This Agreement is considered an Evergreen Agreement and has no set termination date. Either the Agent or the Firm may terminate this Agreement for any reason or no reason with thirty (30) days notice. Notice can be sent either electronically via email or through the mail. If any open business is still in process at the time of termination, the Agent or Firm agrees to compensate the Agent or Firm as per outlined terms above upon completion of any completed work order(s).

**Correspondence:**

All correspondence related to Medmarket Jobs “job orders” is to be sent to the corresponding recruiter who has posted the job.

**Client Protection and Resume Ownership:**

From the time of accepting a job order from the Agent or Firm, the Firm or Agent agrees not accept contractual job assignments from the Agent or Firms Client for a period of one (1) year from the time of the last job assignment was accepted through the Agent or Firm. Resumes submitted to the Agent or Firm from the Firm or Agent will be considered owned by the sending party for one (1) year from date of receipt.

The parties agree to split any fees derived from said resumes during that time, even if not aware of a candidate being in the placement process, from a previously received resume from one of the parties.

**Guarantee Policy:**

The Agent and Firm agree to honor any guarantee policy contracted with a given client by the Agent or Firm.

**Corporation Segmentation:**

By participating in this Agreement neither the Agent nor Firm are in no way legally agreeing to be in any type of legal partnership with the Firm or Agent. The Agent and Firm are simply agreeing to work together on behalf of a client in a 3rd party fashion to find the best talent to fulfill the clients staffing need.

This Agreement is considered binding based your recruiting firms paid subscription to MedMarket Jobs.