

Recruitment Agreement

This Recruitment Agreement (Agreement) is made as of October 21, 2022 (the Effective Date) by and between _____ who is located at _____, _____, _____ ("Client"), and RIGHT ACCORD HEALTH CARE STAFFING and PLACEMENT SERVICES who is located at 3900 CLARK ROAD SUITE B5, SARASOTA, Florida, 34233 (Recruiter).

INFORMATION REQUESTED

The Recruiter will provide the Client with Presented Candidates upon receipt of the following information from the Client for each request it makes of the Recruiter to perform its services (hereinafter referred to as the Clients Requirements). The information the Company prefers is:

NCLEX Passer or about to take NCLEX

Minimum 1-year Experience (hospital or healthcare-related preferred)

Employment Terms - 36 months or 3 Years

The Client will provide the Immigration Documents to the Recruiter's Immigration Attorney to assist with Candidate's Visa Processing.

The Recruiter will use its resources, domain knowledge, experience, skill, and its best efforts to recruit, identify, screen, test, and check candidates for each Client Request in accordance with standard pre- employment practices for identifying qualified candidates for a position. Any special screening requirements such as drug testing, criminal background checks, credit checks, specialized testing, and industry specific checks are made at the request of the Client.

COMPENSATION

In consideration of the performance of the services, for each candidate which Recruiter successfully recruits to work with Client (the Presented Candidate), Client shall pay Recruiter Initial Retainer Fee - \$5000 per nurse accepted (For NCLEX and Immigration Fees Assistance)
Upon Visa Approval - \$5,000 (For Air Travel, Initial Food, and Housing Allowance)
Agency Recruitment Placement Fee - \$40,000 per Nurse
Total Placement Fee - \$50,000 per Nurse. Such payments will be made within 7 days of the commencement of the Presented Candidates employment at Client.

Should such Presented Candidate resign or be terminated for cause from Client within 180 days of commencing employment, at Clients sole discretion, Recruiter shall recruit another candidate to replace such Presented Candidate at no charge to Client.

Recruiter shall not be entitled to any additional compensation in connection with the provision of services on behalf of Client, or in connection with Client's use and/or exploitation of the results and proceeds of such services, and the rights granted to Client under this Agreement.

PRESENTATION

The parties hereby further agree that no compensation shall be paid in connection with the provision of services on behalf of Client unless a Presented Candidate has been presented to Client by Recruiter in writing and an authorized Client hiring manager has acknowledged in writing via email his or her interest in the presented candidate. In the event that two or more Recruiting Parties submit the same candidate, Client shall only pay the first Recruiter who receives such written acknowledgement of Client's desire to pursue such a candidate, as determined by the date stamp of the acknowledgement.

CONFIDENTIALITY

"Confidential Information" means (i) any information regarding Client's current employees, staffing needs, or employment policies, (ii) any information concerning the existing or future products of Client; (iii) the terms of this Agreement, (iv) any software, documentation, materials or information provided to Recruiter by Client in order to assist Recruiter in performing the services; and (v) any additional designated in writing as "confidential" by Client. Confidential Information will not include, however, any information described above to the extent any of the following may be included therein: (1) information that becomes known to the general public without breach of the nondisclosure obligations of this Agreement; (2) information that is obtained from a third party or independently developed without breach of a nondisclosure obligation and without restriction on disclosure; and (3) information that is required to be disclosed in connection with any suit, action or other dispute related to this Agreement.

Recruiter agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information and to use reasonable care to prevent the unauthorized disclosure or use of the other party's Confidential Information, both during and after the term of this Agreement.

TERM AND TERMINATION

The term of this agreement commences upon the execution of this agreement and expires upon the earlier of 1,095 days or its termination as described herein.

Either party may terminate this Agreement upon 60 days' prior written notice to the other party at any time, thereafter the Client's only remaining obligation hereunder shall be to pay Recruiter compensation and/or reimbursement expenses, as applicable then due and accrued but not yet paid from performed services.

EQUAL OPPORTUNITY EMPLOYER POLICY

Both the Client and Recruiter are Equal Opportunity Employers, and each of the parties endeavors to recruit, hire, and engage employees, independent contractors, and applicants for

employment without regard to race, color, religion, age, sex, marital status, sexual preference, national origin, physical or mental disability, or veteran status.

INDEMNIFICATION

Each party agrees to indemnify and hold the other harmless with respect to any and all losses, damages or expenses (including reasonable attorney's fees) which either party shall sustain as a result of the other's negligent acts, errors or omissions in carrying out the responsibilities in this Agreement. The indemnified Party shall provide the indemnifying Party with prompt written notice of any such indemnification claim. The indemnifying Party shall have sole control and authority with respect to the defense and settlement of any such claim. The indemnified Party shall cooperate fully with the indemnifying Party, at the indemnifying Party's sole cost and expenses, in the defense of any such claim. The indemnifying Party shall not agree to settle any such claim that does not include a complete release of the indemnified Party from all liability with respect thereto or that imposes any liability, obligation or restriction on the indemnified Party without the prior written consent of the indemnified Party. The indemnified Party may participate in the defense of any claim through its own counsel, and at its own expense.

GENERAL TERMS

Recruiter is an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Recruiter will be responsible for all tax withholdings.

Dispute Resolution . Any controversy or dispute between the parties shall be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) in accordance with AAA's then governing Commercial Arbitration Rules. The arbitration proceeding shall be held at a location mutually agreed to by the parties in writing. The administrative cost of the arbitration and the arbitrator's fee shall be shared equally by the parties. The arbitrator in such an instance shall have no authority to modify the terms of this Agreement. All decisions of such arbitrator shall be final and binding upon both parties. Both parties are responsible for their own attorney's fees and costs incurred in connection with such arbitration.

Non-Solicitation.

During the term of this agreement and for a period of one year after termination, Recruiter shall not contact, nor shall Recruiter cause to be contacted for purposes of recruiting, any current or prospective employee of Client.

Governing Law . This Agreement will be governed by and interpreted under the laws of the State of Florida, without giving effect to applicable conflicts of law principles.

Survival.

The provisions of the Presentation, Confidentiality, and General Terms sections shall survive the expiration or termination of this Agreement.

Assignment . Recruiter hereby irrevocably assigns information generated in the course of this Agreement to Client. Such information includes, without limitation, resumes, contact information, and call/prospecting histories, or other written or recorded communications with prospective employees of Client. In the event that such information cannot be assigned, Recruiter grants to Client a fully-paid, transferable, assignable, worldwide, exclusive, perpetual license to such information.

Signatures . This Agreement shall be signed by Rosemarie Tamunday-Casanova , CEO on behalf of RIGHT ACCORD HEALTH CARE STAFFING and PLACEMENT SERVICES and by _____ , HCO Representative on behalf of _____.

The foregoing is agreed to by the undersigned as of the date first written above.

RIGHT ACCORD HEALTH CARE STAFFING and PLACEMENT SERVICES:

By: _____ Date: _____
Rosemarie Tamunday-Casanova , CEO

_____:

By: _____ Date: _____
_____, HCO Representative