

## **Referral Agreement**

Date:

Headrefer.com (HR) and \_\_\_\_\_ (Referrer) would like to confirm the following arrangements:

1. The Referrer will refer job candidate(s) to HR for job openings posted on HR's website. HR will forward the candidate(s)' profile(s) to HR's client ("Service"). HR's client agrees to pay HR 12-20% of the placed candidate's annual base salary as HR's placement fee for the Service.
2. The Referrer shall not approach HR's clients without the written approval from HR.
3. The Referrer has the responsibility to ensure that the information provided by the Referrer is authentic. HR is entitled to examine the authenticity of any information provided by the Referrer. Means of examination include, but not limited to, direct or indirect communication with the Referrer and the candidate(s) referred by the Referrer.
4. HR agree to pay a referral fee ("Referral Fee") to the Referrer equal to or more than the referral reward set out for each job posting, given that the candidate(s) referred by the Referrer successfully placed on the vacancy subject to "TERMS: on headrefer.com. Any increase from the stated amount of Referral Fee will have to be agreed by both HR and the Referrer.
5. HR will pay the Referrer the Referral Fee within 7 calendar days after HR received any payment from its client. In avoidance of doubt, if HR do not receive payment from the Target, there is no obligation for HR to pay the Referral Fee. In addition, if HR do not receive in full payment, the Referral Fee should be reduced on a pro rata basis (base on the actual % of collection of each payment).
6. If HR need to refund any payment to its client, the Referrer is responsible to refund the received payment on a pro rata basis (base on the actual % being refunded to the client) to HR within 7 calendar days.
7. Either HR or the Referrer is entitled to terminate the Agreement by giving a written notice to the each other but the terms and condition shall apply to all candidates introduced prior to the notification of termination.
8. This agreement shall be governed by and construed in accordance with the law of the Hong Kong Special Administrative Region of The People's Republic of China. Any dispute, controversy or claim arising out of or relating to this agreement shall be settled amicably through negotiation. In case no settlement can be reached, the case shall then be submitted to the exclusive jurisdiction of the Hong Kong Special Administrative Region of The People's Republic of China courts for arbitration.



Both parties have read, understood and accepted the terms and conditions as stated above.

For and on behalf of  
Headrefer.com Limited

Accepted by:

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Name:

Title:

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Name:

Title: