

## **Jawood Employee Referral Program Agreement**

### **1. Acceptance of Agreement.**

This Employee Referral Program Agreement (the "Referral Agreement") sets forth the terms and conditions of an applicant's (hereinafter referred to as "Participant", "You", or "Your") participation in Jawood Process Solutions Inc.'s ("Jawood") Employee Referral Program (the "Program"). By participating in the Program, you agree to the terms and conditions set forth in this Referral Agreement.

### **2. Eligibility.**

Participation in the Program does not guarantee any fee(s). You become eligible only upon acceptance of this Referral Agreement and successfully meeting all terms and conditions set forth in the Referral Agreement. In the event more than one Participant submits a referral for the same referred person ("Candidate"), the Participant that first submitted the Candidate's information and completed all eligibility requirements set forth herein will be eligible to receive any fee(s). A Participant's own profile is ineligible for the Program. Jawood corporate employees and their families are ineligible to participate in the Referral Program. Recruiting and staffing agencies, and their agents and employees are ineligible to participate in the Referral Program. A Candidate that is already in the Jawood database is ineligible for the Program. Genpact shall timely notify if a referred candidate is ineligible for consideration under the Referral Program. All Candidates are subject to Jawood's assessment for the role for which the Candidate is offered. Eligibility includes satisfactory completion of the following

- The Candidate must be hired by Jawood as an employee within 12 months of Your submission of the Candidate's profile. If the Candidate is not hired within 12 months, You must resubmit the Candidate to participate in the Referral Program;
- No fee(s) will be paid until **after** the Candidate has been hired by Jawood as an employee and works full time for 3 consecutive months, or, if the Candidate is hired to work in a part-time capacity, then only **after** the Candidate works 500 hours within 12 months of Your referral submission;
- You must accurately include the name, resume, and contact information of the Candidate You are referring; and
- You must complete and sign the Employee Referral Bonus Form and this Referral Agreement to be eligible for any fee under the Referral Program.

### **3. Relationship.**

Nothing in this Referral Agreement should be construed to create a partnership, joint venture, agency, or employer-employee relationship. You are not an agent of Jawood and are not authorized to make any representation, contracting, or commitment on behalf of Jawood. You will be solely responsible for all tax returns and payments required to be filed with any federal, state or local tax authority with respect to Your receipt of fee(s) under this Referral Agreement. Jawood will regularly report amounts paid to You by filing form 1099-MISC with the Internal Revenue Service as required by law. You agree to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on any fee(s) paid to You under this Referral Agreement. You agree to indemnify and to defend Jawood against any and all such taxes or contributions, including penalties and interest.

### **4. Payment of Referral Fee.**

In order to receive any fee, you must meet all eligibility requirements in this Referral Agreement. For every successful Candidate submitted by You and hired by Jawood that meets all eligibility requirements set forth in this Referral Agreement, Jawood will pay You \$500.00 USD ("Referral Fee") within ninety (90) days from the date all eligibility requirements have been met. If You submit a Candidate between March 8, 2017 through June 30, 2017, the Candidate is hired by Jawood, and the submission meets all eligibility requirements herein, Jawood will pay You an additional fee of \$250.00 USD ("Additional Fee") within ninety (90) days from the date all eligibility requirements have been met. If all terms and conditions of the Referral Program are met, only one Referral Fee

and/or Additional Fee, if applicable, per Candidate will be remitted. You are required to complete a W-9 tax form at Jawood's request.

**5. Non-Exclusive.**

This Referral Agreement is entirely non-exclusive in nature. You understand that we may at any time solicit referrals on terms that may differ from those contained in this Referral Agreement with you.

**6. Disclaimer.**

THE REFERRAL PROGRAM IS PROVIDED ON AN "AS IS" BASIS, AND JAWOOD RESERVES THE RIGHT WITHOUT PRIOR NOTICE TO DISCONTINUE OR CHANGE THE REFERRAL PROGRAM AT ANY TIME. JAWOOD EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE REFERRAL PROGRAM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. Termination.**

Either party may terminate this Referral Agreement at any time by giving the other party written notice of termination (including via email).

## Employee Referral Form

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Instructions: Please complete all required fields in Sections I and II. Print the document and then sign/date in Section III. Submit the form to Referrals.Healthcare@genpact.com.

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### Section I: Participant's Information

Your Name:

Your Address:

Your Contact Information:

Phone:

Email:

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### Section II: Information about the Referred Candidate

Name of candidate you are referring:

You relationship to the candidate:

Candidate's Name:

Candidate's Address:

Candidate's Contact Information:

Phone:

Email:

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### Section III: Acknowledgement

I have read, understand, and agree to all terms in the Employee Referral Program Agreement.

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Participant's Signature

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Date

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