

Terms and Conditions

These standard Terms and Conditions of Business are deemed to be accepted between Wynden Stark, LLC. (“GQR”), doing business as GQR Global Markets, and the Client (“Client”) from the date of Introduction of a Candidate. The standard terms and conditions will apply to all Introductions unless alternative conditions are agreed in writing. This Agreement is governed by and shall be construed in accordance with Delaware law. Each of the parties hereto submits to the exclusive jurisdiction of the Delaware courts for all purposes relating to this Agreement.

Definitions and Interpretations

(a) An Introduction is defined as the presentation of a Candidate to any employee or representative of the Client howsoever communicated and regardless of whether the Candidate may have been previously or subsequently introduced by another person.

(b) A Candidate is as an individual introduced to the Client by GQR. This definition includes resulting individual, multiple individuals and team Introductions arising from previous Candidate Introductions. In the event of multiple hires, a fee will apply to each and every individual at the prevailing rate in accordance with the fee schedule below.

(c) An Appointment is defined as an offer of employment extended by the Client to the Candidate and the Candidate accepting the offer of employment. For the purpose of this agreement “Employment” includes any capacity in which the Candidates services are solicited by the Client regardless of employment type or duration including but not limited to the following: permanent, temporary, joint venture, contract, independent contractor, self-employment, work experience, work placement, internship, paid, unpaid, full-time or part-time.

(d) A Client includes all parents, subsidiaries, affiliates, joint-ventures or related companies of the party executing this agreement.

(e) The Client agrees to notify GQR immediately that an Appointment has been made and to supply copies of all documentation of an offer to any Candidate introduced to the Client by GQR.

(f) Appointment of a Candidate within a period of 18 months following the initial Introduction or any subsequent re-Introduction will represent an Appointment as governed by the standard Terms and Conditions of Business as set out herein and will require payment of a fee.

(g) Appointment of a Candidate arising from GQR’s Introduction of a Candidate by the Client through a third party requires the Client to pay GQR the full fee.

(h) The Client is deemed responsible and has the liability to ensure and substantiate the suitability as to the Candidate’s capability, qualification, integrity, medical history and eligibility and to obtain a work permit for the Candidate if required. GQR makes no representations or warranties concerning the accuracy of information supplied by the Candidate, the Candidate’s suitability for a particular position or a Candidate’s ability or right to work in the United States.

(i) GQR can accept no liability whatsoever to or on behalf of Clients, their servants or agents for any loss, damage, costs or expenses howsoever caused for which the Client may become liable arising out of or in connection with or as a result of Introduction to or Appointment by the Client of a Candidate, including, but not limited to those arising from any acts or omissions of a Candidate while in the service of the Client. .

Fees and Payment

(a) Fees are calculated as a percentage of the Candidate's total compensation. For the purpose of this agreement "Compensation" includes remuneration in any capacity including but not limited to the following: wages, salary, commissions, bonuses, bonus buy-outs, dividends, profit shares, stock, stock options, stock buy-outs.

(b) In the event of any initial compensation being for a period of less than 12 months fees shall be calculated on a pro-rata basis as if the compensation were for a period of 12 months.

(c) GQR fees are in accordance as below:

i) A minimum charge of \$15,000 will apply to any Appointment where the total annual remuneration is less than \$37,500 per annum.

ii) Contingency Appointment 40% of Candidate's first year compensation

iii) Retained Appointment 40% of Candidate's first year compensation

(d) The status of an Appointment as a Contingency or Retained Appointment is to be agreed between GQR and the Client before the Introduction occurs.

(e) For a Retained Appointment standard terms and conditions apply as stated, with exception of that the fee is payable in three installments as follows:

i) One third of total fee upon acceptance of assignment. (Non-refundable)

ii) One third of total fee upon presentation of a short list of Candidates. (Non-refundable)

iii) The remaining third being due on offer, and acceptance of the Candidate.

(f) Appointment of a Candidate arising from the distribution and/or referral of a Candidate introduced by GQR by the Client or a Client representative or employee to a third party the Client is liable to pay GQR the full fee. The standard Terms and Conditions of Business apply for a period of 18 months following Introduction of the Candidate appointed in any capacity, whether temporary, permanent or self-employed, the Client will be liable for an Introduction fee at GQR's prevailing rates at the date of notification, or discovery by GQR if not notified.

(g) All invoices are payable within 21 days of the date of the invoice.

(h) In the event that the payment is not made within the 21 days the Client will be required to pay interest on the amount due under the invoice at the current Federal Reserve base rate + 7% from the date of Appointment until payment of the Invoice, without concession.

(i) If GQR incurs any legal costs as a result of non-or late payment of invoice, the Client will become liable for such costs.

(j) Any expenses incurred in connection with an assignment or an Introduction, including and not limited to Candidates' or consultants' essential travel, is agreed at outset or only following prior notification.