

GQR CORPORATION

TERMS AND CONDITIONS OF BUSINESS

Terms and Conditions

These Terms and Conditions of Business are deemed to be accepted between GQR Corporation ("GQR") and Client ("the 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 English law. Each of the parties hereto submits to the exclusive jurisdiction of the Californian 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 and agreement of contact or appointment, howsoever communicated for a period of 18 months.
- (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.
- (d) The Client must agree to notify GQR immediately an appointment has been made and to supply copies of all documentation of an offer to any candidate introduced to the Client by GQR.
- (e) Appointment of a Candidate within a period of 18 months following the initial introduction or any subsequent re-introduction the appointment will represent an appointment as governed by the standard Terms and Conditions of Business as set out herein.
- (f) Appointment of a Candidate arising from the distribution of a Candidate's details supplied by GQR by the Client to a third party the Client is liable to pay GQR the full fee.
- (g) 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.
- (h) GQR can accept no liability whatsoever 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.

Fees and Payment

- (a) Fees are calculated as a percentage of the Candidate's first year compensation and include all applicable salary, sign-on, buy-outs, guaranteed and discretionary bonuses.
- (b) In the event of any 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. Where a proportion of the compensation package is unknown at commencement of employment, such as with a discretionary, a separate invoice will become payable once the amount is finalized. The Client will inform GQR as to this amount within 14 days.

(c) GQR fees are in accordance as below:

- i) A minimum charge of \$9,000 will apply to any appointment where the total annual remuneration is less than \$36,000 per annum.
- ii) Contingency appointment 30% of Candidate's first year compensation

ACCEPTED AND AGREED TO;

For and on behalf of the Client:

For and on behalf of GQR Corporation:

SIGNED BY

SIGNED BY

NAME.....

NAME.....

POSITION.....

POSITION.....

DATE.....

DATE.....