

1.1 These Terms and Conditions of business (“these Terms”) are between NextGen Global Executive Search, hereafter known as “the Recruiting Firm”, whose registered office is at 1717 North Naper Blvd., Suite 200, Naperville, IL 60563 and the Client.

Definitions

2.1 In these Terms the following words or phrases have the following meanings:

“Candidate” shall mean any individual who is interested in discussing potential employment or contract for services engagement introduced by the Recruiting Firm to the Client whether directly or indirectly and whether or not for the purpose and intention that the Candidate be employed or engaged by the Client in any work related role.

“Cash Compensation” shall mean the aggregate gross annual cash remuneration payable to or receivable by the Candidate pursuant to the Employment Offer or Contract for Services Engagement, and whether or not in the nature of regular or irregular payments. Cash Compensation shall include base salary or draw, performance driven or company bestowed bonuses for the first year, targeted annual commissions for the first year, equity and stock options cash value in the first year.

“Client” shall mean an individual, firm, company, or corporation to whom the Candidate is introduced by or through the Recruiting Firm, and shall include any individual firm, company, or corporation which is associated with, subsidiary to, or holding company of, or has any common shareholders or directors with the Client.

“Employment” or “Contract for Services Engagement” shall mean the employment or use directly or indirectly of the Candidate by the Client or Third Party on a permanent or temporary basis. Contract for Services Engagement shall include the entering into or any contract of service, 1099 agreement, license agreement, franchise agreement, partnership agreement, or any other commercial relationship between the Client and the Candidate (or through a limited company of which the Candidate is director or shareholder or a principal employee) which involves a payment by the Client to or on behalf of the Candidate. Any Employment or Contract for Services Engagement shall be treated as such if it takes place within 12 months of the introduction of the Candidate by the Recruiting Firm to the Client.

“Introduction” shall mean any means (direct or indirect) by which the Recruiting Firm notifies the Client of the Candidate which notification leads to the consideration of the Candidate for Employment or Contract of Services Engagement of the Candidate by the Client. Without prejudice to the generality of this definition, the Client may be informed of the Candidate by telephone, in writing, by fax, by e-mail or by other means of the provision of details of the Candidate (including any resume or CV or online profile of the Candidate) by the Recruiting Firm. Further, if the Recruiting Firm arranges (or assists to arrange) any form of interview of the Candidate by the Client, it shall be treated as having introduced the Candidate to the Client.

“Recruiting Firm” shall mean NextGen Global Executive Search LLP acting as the retained search firm, engagement search firm, or staffing agency.

“Search Fees” shall mean the fees payable by the Client to the Recruiting Firm on a retained or engagement search basis by the Client of the Recruiting Firm. This includes deposits to initiate the search, performance based delivery and acceptance of shortlisted Candidates and/or the Client initiating direct conversation with Candidate(s) introduced by the Recruiting Firm, and commencement of employment or contract for services to the Client by Candidate as set out in

these Terms. The Search Fees may include additional charges for out of pocket expenses necessarily incurred in the processes by which the Client is introduced to a Candidate and/or engages a Candidate (for example, accommodation and travel expenses).

Contract

3.1 The Client acknowledges, is deemed to have read, and agrees to accept and be bound by these Terms when an Introduction takes place.

3.2 These Terms are the entire contract between the Client and the Recruiting Firm and may be varied only with the written consent of the Managing Partner of the Recruiting Firm. The Recruiting Firm may elect to treat such consent as invalid if the Client fails to conform with any provision in these Terms relating to the payment of any Search Fees.

The Search Fees

4.1 NextGen Global Executive Search uses a Success Based fee model. It focuses on NextGen's performance and delivery. The fee is NOT based on cash compensation. The flat fee is determined by three factors: 1) the position level; 2) the difficulty of the search and market availability of the target candidates; 3) the search timeline and resources required to conduct and complete the search.

4.1.1 NextGen Global Executive Search has "skin in the game" and shares the hiring risks with the Client by our industry leading one-year replacement guarantee.

4.1.2 The compensation incentive is removed from the fee equation therefore the fee cannot be escalated.

4.1.3 The flat fee already includes our costs for research and comprehensive background checks so search expenses are never billed (exception is travel if required by client).

4.1.4 After the deposit required to initiate the search in good faith, the remainder of the fee is Performance Based. As such, the remaining fee is based upon NextGen meeting the deliverables and the Client hiring a candidate.

Position Level

BoD / CXO / Succession Search

SVP / EVP / Head / GM / Corp VP levels

VP / Director / Sr. Manager / Manager levels

Principal / Regional levels

All other positions Multiple Positions Talent Acquisition

Search Services

Succession Retained Search

Confidential Retained Search

Retained Search

Engagement Search

Key Talent Alert (talent acquisition)

4.2 Retained Search Fee Terms

4.2.1 The first installment, which is the retained search deposit (1/3 of the fee), is due and payable upon your signed execution of this search contract and our work on the search will commence once the first payment is received.

4.2.2 The second installment (1/3 of the fee) is due and payable within 10 days of Client acceptance of the Shortlisted Candidates.

4.2.3 The third and final installment (balance of the fee) is due and payable within 10 days that a Candidate introduced by the Recruiting Firm commences Employment or Contract for Services Engagement with the Client.

4.2.4 Succession Bench search comes with a full 24-month replacement guarantee; all other retained search comes with a full 12-month replacement guarantee.

4.3 Engagement Search Fee Terms

4.3.1 The first installment, which is the engagement search deposit (1/4 of the fee), is due and payable upon your signed execution of this search contract and our work on the search will commence once the first payment is received.

4.3.2 The second installment which is the balance of the fee, is due within 10 days that a Candidate introduced by the Recruiting Firm commences Employment or Contract for Services Engagement with the Client.

4.3.3 The engagement search comes with a full 6-month replacement guarantee.

4.4 Key Talent Alert - Talent Acquisition Exclusive Referral Recruitment Terms

4.4.1 The fee for a Talent Alert referral is a flat fee. Cost effective as it is generally 50% less than most contingency search firm fees.

4.4.2 Requires a 15% deposit for each position.

4.4.3 The remaining fees are due and payable within 10 days that the candidate(s) who accepted an offer commences employment or contract of services has begun.

4.4.4 Key Talent Alert comes with a full 3-month replacement guarantee.

4.5 Other Search Fee Types

4.5.1 In the event that the Contract for Employment Services is for a fixed term of less than 12 months, the Search Fee will be calculated pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 12 calendar months from the date of termination of the first Engagement, or if the Client proceeds to employment of the Candidate, the Client shall be required to pay a further Search Fee based on the additional cash compensation applicable for the period of Engagement or Employment following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

The Fee will be deemed payable within 10 days of the date on which a Candidate commences Employment or Contract for Services Engagement by the Client.

4.6 Additional Employment Offers or Contract for Services Engagement

4.6.1 If more than one candidate introduced by the Recruiting Firm is hired in the course of the same succession, retained or engagement search accepts an Employment Offer or Contract for Services Engagement, the Client will incur Search Fees at a discount rate of 25% off the original fee.

4.7 Invoices are issued from NextGen's QuickBooks online system and may be paid by EFT (electronic funds transfer) or Automated Clearing House (ACH payment); for international not in North America, a wire transfer is the only accepted payment form.

4.8 Termination of Search by Client

4.8.1 The Client has the option of terminating the search at any time during the search process. If cancelled prior to the delivery of the Search Strategy, the Client will not be billed for additional fee installments or invoices. If a retained search is terminated prior to delivery of the Short List, Client will be billed for the second installment plus expenses

4.9 Currency Conversion

4.9.1 If the Employment or Contract for Services Engagement takes place outside the USA and any cash compensation is paid in currency other than United States dollars, the Client agrees to pay the Search Fees in accordance with these Terms as if the payment currency had been converted to US dollars at the date of the commencement of Employment or Contract for Services Engagement by the Candidate.

Solicitations

5.1 The Client shall not, without the prior written consent of the Recruiting Firm's Managing Partner, at any time while the Recruiting Firm is working for or with the Client or during the period of 6 months after the conclusion of any such work, solicit or entice away from the Recruiting Firm or employ or attempt to employ or engage any person who is, or has been, engaged as an employee, consultant or subcontractor of the Recruiting Firm and has dealt with/for the Client on behalf of the Recruiting Firm.

Any such consent given by the Recruiting Firm shall be subject to the Client paying to the Company a sum equivalent to either:

5.2 that set out in section 4 of this agreement if the individual is an employee; or

5.3 50% of the cash compensation paid to the individual over a 12-month period (adjusted as necessary if the individual has worked for the Company for less than 12 months), if the individual is a consultant or subcontractor or \$25,000 whichever is greater.

5.6 The Recruiting Firm has an off limits policy whereas we will not actively pursue and recruit back any candidate that we have placed at one client for another client. The Recruiting Firm agrees not to solicit, pursue, or recruit any employee of the Client for a minimum of thirty-six (36) months from the date last placement was made.

Departure of Candidate and Guarantees

6.1 If a Candidate leaves the employment of the Client within two years of commencing employment via a Succession Bench search, one year via a Retained Search, six months via an Engagement Search, or three months via a Key Talent Alert, then provided that:

(a) the Client has paid the Search Fees within the time provided by the terms of this document, and

(b) the Recruiting Firm has received notification in writing by email with read receipt within 10 business days of the Candidate's departure from the Client's employment together with a full explanation of the circumstances of the departure, the Recruiting Firm will use reasonable endeavors for a period up to four months from the date of receipt of the notification to provide another Candidate for the role vacated for no additional fees. This Clause will not apply in circumstances where the Candidate's employment has been terminated without cause, reduction in force, reason of redundancy, or by consensus between the Client and Candidate.

Suitability, References, and Special Situations

7.1 The Recruiting Firm endeavors to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity, that the Applicant has the experience, training, qualifications, and any other aspects which the Client considers necessary or which may be required by law or by any professional body, and that the Applicant is willing to work in the position which the Client seeks to fill.

7.2 The Recruiting Firm will utilize psychometric testing for behavioral fit and team fit compatibility as well as direct interviews using behavioral interview techniques, verify the depth of the Candidate's contacts and relationships, perform comprehensive background checks, and conduct thorough reference checks in order to determine finalists for the Shortlist to be presented to the Client.

7.3 To enable the Recruiting Firm to comply with its obligations under clause 8.1, the Client undertakes to provide to the Recruiting Firm details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do, the location and hours of work, the experience, training, qualifications and any authorization which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position, and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Applicant to commence, the duration or average work week hours, as well as estimated travel.

7.4 The Client shall provide the details of the intended cash compensation range, health and other benefits including employee contributions, the intervals of payment of compensation, and the estimated number, value, and date of full vestment of stock options or equity will be offered; as well as details of a relocation package, if offered.

7.5 The Client confirms and warrant that it will meet all of its proper obligations to the Candidate in the process of engaging the Candidate (or on its dealings with the Candidate that do not lead to an engagement) and will indemnify the Recruiting Firm in respect thereof.

7.6 The Client confirms that it will inform the Recruiting Firm of any issues that would be prudently informed to any Candidate. Without prejudice to the generality of this provision, the Client will inform the Recruiting Firm (and subsequently the Candidate) of any requirements relating to Health and Safety. The Client will indemnify the Recruiting Firm in respect of any claim made by the Candidate arising from the processes of the interview and/or engagement of the Candidate.

7.7 The Client will inform the Recruiting Firm of any relevant statutory duties that may be imposed upon a Candidate in respect of such Candidate's interview or engagement and will indemnify the Recruiting Firm in respect of any loss arising from breach of such statutory duty.

General Provisions

8.1 The Client warrants that it will keep confidential all information relating to the Candidate. In particular, the Client will not contact a Candidate's employer until an Offer of Employment has been accepted or a Contract for Services Engagement of the Candidate by the Client has taken place without the Candidate's prior written consent.

8.2 When the Client is ready to make an employment offer, the Client will discuss the offer in detail with the Recruiting Firm and once agreed upon, the Client will email a draft of the offer to the Recruiting Firm. The Client shall not make the offer, whether verbally, electronically, or mailing, directly to the Candidate until after the Recruiting Firm has discussed the terms of the employment or engagement offer verbally with the candidate, which may include base salary, MBOs and bonuses, executive benefits, relocation package, separation package, stock options and/or equity, expected start date, non-compete, fiduciary responsibilities, etc., that are applicable to the role and noted in the draft offer. The Recruiting Firm will address concerns and questions the Candidate may have and then confer with the Client.

8.3 Once the offer is agreed upon by both Client and Candidate, the Recruiting Firm will immediately notify the Client when the Candidate has verbally accepted the offer. The Client will email or send a hard copy of the offer to the Candidate to be signed and accepted. The Client must fax or email a scanned copy of the signed offer letter immediately to the Recruiting Firm upon receiving a signed acceptance of the offer from the Candidate.

8.4 In the event that Client hires an internal or external candidate that is not referred by the Client to the Recruiting Firm to be included in the recruiting process for proper review and consideration during the search project timeline, 100% of the Search Fees and expenses will be billed to the Client for payment.

8.5 During the course of this business relationship, it may be necessary to provide confidential and/or proprietary information to each other. It is agreed that all such information will be held in strict confidence and will not be disclosed to any third party or used by the receiving party for its own purposes; except to the extent that such disclosure or use is necessary in the performance of its obligations under this Agreement. No information shall be subject to the protections of this provision if such information:

- a) Is or becomes publicly available;
- b) Is released by the disclosing party to anyone without restriction;
- c) Is or becomes known or developed by the receiving party independently of the confidential and/or proprietary information of the other party; or
- d) Is released in response to a subpoena, court order or other legal process.

8.6 In the event of late payment of any sums due by the Client to the Recruiting Firm pursuant to these Terms and Conditions of Business, the Client will pay and the Recruiting Firm reserves the right to charge interest on all overdue sums at the rate of 2% per month.

8.7 In the event a third party is required for collection of a debt, the Recruiting Firm will be entitled to collection of the full fee, court costs and attorney fees in the state the placement occurred, or if placement of candidate is outside of the USA, jurisdiction shall solely rest within United States Court System.