

## **TERMS AND CONDITIONS OF BUSINESS FOR RETAINED SEARCHES**

Retained searches involve substantial research and extensive sourcing, often from targeted national and international organizations. PathFinder Staffing's retained search practice specializes in the search for high level executives with specific skills and experience. While we endeavor to introduce Applicants that are suitable for our Client's vacancies, the responsibility for choosing to engage an Applicant rests entirely with our Clients, who must advise us immediately of any dissatisfaction with an Applicant. For your protection, it is imperative that you monitor the suitability of an Applicant in the first 90 days of engagement. We cannot entertain any claim of unsuitability outside of our satisfaction evaluation period and therefore recommend that thorough interviews and relevant technical tests be undertaken prior to a position being offered. We offer our Clients a professional service and ask that you pay our invoices promptly.

1. In these terms and conditions of business; "PathFinder Staffing" means BigToe Resource Group, Inc. DBA PathFinder Staffing. "Client" means that person, firm, company, authority or organization to whom an Applicant ("Applicant" means any person who is available for engagement by the Client as a Full Time Employee) is introduced by PathFinder Staffing ("introduced" includes notifying the Client that an Applicant is available for engagement by the Client). "Search" means any and all work carried out by PathFinder Staffing to endeavor to satisfy a Client's need to engage an employee or executive.

2. These terms apply, unless otherwise agreed in writing, to the exclusion of and shall prevail over all and any other terms. No variation shall be made to these terms without the prior written consent of a Vice President of PathFinder Staffing and, unless otherwise agreed in writing, these terms apply on and from the date of the engagement of PathFinder Staffing in any manner whatsoever for and on behalf of the Client.

3. Introductions are confidential and personal to each Client. The interviewing or engagement or use in whatever capacity by the Client (or by any third party as a result of an introduction by the Client) of an Applicant introduced by PathFinder Staffing constitutes acceptance of these terms by the Client.

4. The Client shall notify PathFinder Staffing in writing immediately upon engaging any Applicant introduced by us (or upon the engagement of an Applicant by any third party as a result of an introduction of such Applicant by the Client to the third party) and shall provide PathFinder Staffing immediately on request with such information as PathFinder Staffing may require to enable it to calculate any fees or other charges.

5. Any fees, charges or payments due to PathFinder Staffing shall be invoiced to the Client and shall be payable to PathFinder Staffing within 30 days of the invoice date. Interest may be charged on any amount outstanding after 30 days from the date of the invoice at a rate of 12% per annum and shall accrue daily until the outstanding balance is paid.

6. If within 12 months of an Applicant's introduction by PathFinder Staffing to the Client, or termination of an Applicant's engagement as a Contract Worker with the Client through PathFinder Staffing, (whichever is the later), the Client (or any third party) wishes to engage in any capacity, other than through PathFinder Staffing, any Applicant introduced by PathFinder Staffing, to the Client (or introduced by the Client to the third party), then the Client shall pay a fee calculated as 30% of the total annual salary that the client has expressed or implied will be paid to the Full Time Employee in their first year of employment. If the Client is unwilling to divulge the details of the total salary package or fails to notify PathFinder Staffing of the engagement, then PathFinder Staffing shall charge a fee based on the salary it considers applicable in the circumstances, or in the case of an ex- Contractor the salary will be calculated by using the hourly rate last billed by PathFinder Staffing for that Applicant multiplied by 2080 (being deemed to be the number of hours worked in a year, 260 days x 8 hours) which ever is the greater.

7. PathFinder Staffing asks all Applicants for details of their qualifications and experience. Whilst PathFinder Staffing endeavors to give satisfaction to its Clients by providing suitable Applicants, it is for the Client to verify the authenticity and accuracy of references and qualifications and to satisfy itself as to the suitability of any Applicant introduced by PathFinder Staffing for any particular job or position and their ability to operate any equipment and/or machinery. The Client shall be responsible for obtaining any work and other permits and ensuring that an Applicant satisfies any medical requirements or other qualifications. By reason of the human element involved, to the extent permitted by law, PathFinder Staffing shall not be liable for any damage to property, costs, expenses, delay or any other direct or indirect loss (including loss of profits or other consequential loss) howsoever caused arising from any failure to provide Applicants or staff or the nonattendance of Applicants or staff at any time or the negligence, misconduct or lack of skill of any Applicant introduced by PathFinder Staffing to the Client.

8. These terms and conditions shall be governed by the law of the State of Texas and the parties submit to the jurisdiction of the Courts of that State.

9. The fee ("the Fee") payable by the Client in respect of each Search shall be calculated (and invoiced) at 20% of the total annual salary that the client has expressed or implied will be paid to the Full Time Employee in their first year of employment. The fee is payable in three installments: (1) 1/3 of the Fee payable upon retention of PathFinder Staffing's services (2) 1/3 of the Fee payable within 14 days from the first date of employment of the Applicant for the client (3) Balance of the Fee payable thirty days after the first date of employment of the Applicant for the Client. In the event that the final salary offered differs from the initial salary figure used to calculate the fee, then the fee will be recalculated upon acceptance of an offer of employment and the balance of that fee, less the parts of the fee already paid, will make up the final installment of the Fee.

10. The Client shall forthwith upon engaging a Full Time Employee notify PathFinder Staffing of the terms agreed and give details of the salary to be paid. If the annual rate of such pay is increased within 90 days of the date of engagement the Client shall notify PathFinder Staffing of the fact and the Fee shall be based on the increased rate. In the absence of any information from the Client, PathFinder Staffing shall charge a Fee on the basis of the salary it considers applicable in the circumstances.

11. Expenses that are paid by PathFinder Staffing will be billed to the client on a monthly basis and an administrative charge of 7% will be added to the total expenses.

12. The Fee and expenses are subject to any additional Government imposed taxes and charges during the term of this agreement.

13. If a Full Time Employee terminates his or her engagement and/or the Client lawfully terminates such engagement within 90 days of commencement - other than by retrenchment or redundancy - then, subject as follows, PathFinder Staffing shall endeavor to find a replacement at no extra fee, the Client will be responsible for any expenses incurred by PathFinder Staffing. This offer only applies if the Client has notified PathFinder Staffing in writing within 7 days of the termination of the relevant engagement and has paid PathFinder Staffing all sums due to PathFinder Staffing in respect of any Full Time Employee in accordance with the installment schedule in Clause 9. PathFinder Staffing in any event reserves the right not to find a replacement in cases where a Client engages staff with prior intention of dispensing with his or her services during the first 90 days of employment or where the duties have changed and differ significantly from the original duties at acceptance of offer. Only one replacement is offered for each placement and if that free replacement is terminated, PathFinder Staffing has no obligation whatsoever to fill the role for another time.

14. In the event this agreement is placed in the hands of a collection agency or attorney to enforce or collect on the obligations under this agreement, the client agrees to pay PathFinder Staffing's reasonable attorneys' fees plus all related costs and expenses.

Client Name: .....

Authorized Signatory ..... Date: .....

PathFinder Staffing..... Date: .....

These terms may only be signed by a person authorized to do so by the client.