

TERMS AND CONDITIONS OF ENGAGEMENT

1. Search Services:

1.1 Jasper Talent Consultancy LLC agrees to provide and facilitate introductions of their exclusive list of trusted, executive resources to the Client to fill specific roles ("Specific Role(s)") as agreed upon between the Parties.

1.2 The Client acknowledges that Jasper Consultancy will introduce potential candidates ("Candidates") for the Specific Role(s) based on the Client's requirements.

2. Fees:

2.1 The Client acknowledges and agrees that there are no fees charged by Jasper Consultancy for the use of interim and fractional executives who are engaged directly by the Client as 1099 contractors.

2.2 The Search Fee is calculated at 30% of the 1-year total cash compensation of the newly hired executive. This fee is due and payable within 14 days after the executive's first day.

2.3 The Client agrees to pay a Completion Fee to Jasper Consultancy upon the Candidate's written acceptance of an offer for any full-time, permanent Placement with the Client.

3. Candidate Introductions:

3.1 The Client agrees that any Candidate introduced by Jasper Consultancy shall not be directly engaged or employed by the Client for any position other than the Specific Fractional and/or Interim Role(s) without prior written consent from Jasper Consultancy.

3.2 The Client acknowledges that all Candidate introductions are confidential and for the sole purpose of filling the Specific Role(s) agreed upon.

4. Client Responsibilities:

4.1 The Client agrees to provide accurate and detailed information regarding the Specific Role(s) to be filled, including but not limited to job descriptions, qualifications, and expectations.

4.2 The Client shall promptly inform Jasper Consultancy of any changes to the Specific Role(s) or requirements during the search process.

4.3 The Client acknowledges that any decision to engage a Candidate is at their sole discretion, and Jasper Consultancy shall not be liable for any consequences arising from such engagements.

5. Confidentiality:

5.1 Both Parties agree to maintain the confidentiality of all information exchanged during the course of the engagement.

5.2 The Client agrees not to disclose any Candidate information provided by Jasper Consultancy to any third party without prior written consent.

6. Governing Law and Jurisdiction:

6.1 This Services Contract shall be governed by and construed in accordance with the laws of the state of Wyoming.

6.2 Any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Wyoming.

7. Entire Agreement:

7.1 This Services Contract constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.

By checking the box and agreeing to these terms, the Client acknowledges that they have read, understood, and agreed to be bound by the terms and conditions outlined herein.