

OUR TERMS OF BUSINESS

Our search fee is on the successful completion of an assignment. It would be payable *only* if a candidate is hired by our client or any of its affiliates within one year after our most recent communication relating to the candidate.

Our search fee is twenty-five percent (25%) of the candidate's first year's cash compensation, including base and projected bonus. For positions paying commissions, bonuses, or other incentives, as well as salary, the charge is based on a reasonable estimate of the first year's compensation (Total Fee). In arriving at this estimate, the candidate's current market worth should weigh heavily as a guide. This estimate is not subject to reduction or increase after the candidate has been employed.

ColumbiaSelect reserves the right to be compensated for all candidates presented or identified to a client in conjunction with a search assignment for a period of twelve months. If previously presented candidates are hired during the subsequent twelve-month period after a search assignment has been resolved, the Total Fee (defined above) will be due. Should any additional candidates presented be hired for a position other than the primary position relating to a specific search assignment, the Total Fee will be twenty (20%) percent of the first year's total cash compensation (defined above).

We provide the following guarantee: If the service relationship between you and the candidate is terminated within ninety (90) calendar days from the date the employee commences employment, we will replace the individual for no additional fees, unless the compensation is at a higher level. We will apply 100% of the paid fee toward the replacement of the candidate. This guarantee is not applicable if the position requirements for which the candidate was hired substantially change or the position is eliminated.

Our search fee, which will be invoiced when you and the candidate agree to enter into the service relationship, will be due-in-full within fifteen (15) days after the candidate accepts.

The candidate will be referred to you in confidence, and we ask you not refer or identify them to any other companies and/or executives. The following definitions are applicable to this agreement:

- "Candidate" means a person referred to you by us, directly or indirectly.
- "Refer" means the disclosure of the identity of a candidate by any means, orally or in writing.
- "Service relationship" means your engagement of the candidate in any capacity, including as an employee, independent contractor, consultant, or any other representative.

ColumbiaSelect does not discriminate in the acceptance or referral of candidates on the basis of race, color, religion, sex, age, national origin, marital status, disability, or other protected characteristics.