

Recruiting Services Agreement

This Agreement ("Agreement") is made between _____ located at _____ and Ellmax LLC, located at 116A East 65th St NY NY 10065 ("Ellmax") for recruitment services on behalf of _____ as described below (the "Services").

Both _____ and Ellmax agree to the following terms and conditions:

- 1) **Services.** Ellmax agrees to provide recruitment services as and when requested by _____ to identify and recruit candidates qualified to serve on _____ board of directors, in accordance with all specifications and requirements given by _____. Ellmax agrees to identify qualified candidates in accordance with _____ specifications, pre-screen, interview, present candidates to _____, and coordinate interviews with _____, and if requested negotiate, coordinate and make offer to candidate on behalf of _____. Also Ellmax will provide _____ other services related to the search and recruitment process as requested by _____. Other services can include but is not limited to reference checks, Criminal history checks, Credit history checks, Social Media checks, Civil Court Checks, and Education Verification. These additional checks are not included in the agreed flat fee for the recruitment and are billed separately once agreed between _____ and Ellmax and which checks are wanted.
- 2) **Assistance.** _____ agrees to provide Ellmax with all information reasonably necessary to successfully perform the search. This information may include but is not limited to: role requirements and descriptions, information regarding _____, compensation elements any other information which may reasonably impact the success of the search. _____ will provide timely feedback regarding candidate interviews..
- 3) **Fees.** _____ agrees to compensate Ellmax for its services as outlined below.
 - a) A placement fee equal to Forty Five Thousand Dollars (US\$45,000.00) per candidate introduced by Ellmax and formally elected to serve on _____ Board of Directors in accordance with _____ standard director nomination and election practices and corporate governance policies. The placement fee will become due and payable within thirty (30) days of receipt of Ellmax's valid invoice for the Services. The placement fee will constitute the entire fee due to Ellmax for Services hereunder.
 - b) If a candidate presented by Ellmax is subsequently nominated and elected to serve on _____ board of directors within one (1) year of Ellmax's original introduction, the placement fee shall become due and payable within thirty (30) days of receipt of Ellmax's valid invoice for the Services. If any candidate presented by Ellmax is subsequently retained or hired by _____ not on the board of directors but instead in a full-time capacity (e.g., a full-time employment or full-time, long-term (six months or more) consultancy role) within one (1) year of Ellmax's original introduction, then a placement fee equal to 25% of the first year annual base salary per candidate hired or retained, shall become due and payable within thirty (30) days of receipt of Ellmax's valid invoice.
 - c) If, for any reason, the successful candidate does not complete six (6) months of service on _____ board of directors following his/her election, or six (6) months of service in such other capacity as he/she may have been hired or retained to perform, Ellmax agrees to replace the candidate at no additional cost, unless the failure to serve six (6) months is a result of change

of control of _____, resignation by the candidate for good reason, termination of the candidate without good reason, or death or disability of the candidate within 6 months of election. Ellmax agrees to replace one (1) candidate one (1) time per hire.

- 4) Travel Expenses. Should any travel be necessary to interview either candidates or _____ personnel, _____ agrees to reimburse Ellmax for all reasonable travel expenses, upon receipt of an itemized statement from Ellmax. Travel expenses may include, but are not limited to, required air or ground transportation, lodging, meals, and other normal miscellaneous expenses. Travel expenses in excess of two hundred dollars (US\$200.00) are subject to prior approval by _____.
- 5) Non-Solicitation. Ellmax shall not, directly or indirectly solicit for employment any employee or director of _____, whether on behalf of itself or for the benefit of any third party, until the second anniversary following the full performance by Ellmax of its obligations hereunder and provided that Ellmax does not have any then-active search assignments with the _____.
- 6) Confidentiality. The search and any information obtained by Ellmax during the course of the search will be held in strict confidence and will be used only for the purposes of the Services hereunder.
- 7) Termination. This Agreement may be terminated by _____ at any time upon notice to Ellmax, however, cancellation by _____ will not void _____ obligation to pay any placement fee earned under this Agreement pursuant to its terms.

Accepted and Agreed:

Date

Ghislaine Maxwell
Ellmax LLC
