



## **USER AGREEMENT**

(GLOBAL TALENT SHIFT)

This Agreement is made and entered into this \_\_\_\_ Day of \_\_\_\_\_ 2016, by and between Global Talent Shift, a business from Strategic Connections, LLC, an American private company, having its principle place of business at Pembroke Pines, FL, USA (hereafter referred to as "GTALENTS"), "\_\_\_\_\_", a private company, having its principle place of business at \_\_\_\_\_. (hereafter referred to as the "User"). This Agreement sets out the terms of fee sharing between the two parties, both of which are agencies engaged in recruiting and/or staffing services, each for its own specific clients, firms, and institutions.

**These BASIC TERMS OF THE AGREEMENT ("TERMS") contain the brief terms agreed between GTALENTS and the User in respect of the enrolment of the User with GTALENTS.**

### **A. DETAILS OF USER**

- Company / Individual:
- Address:
- Telephone:
- Email:
- Skype ID:
- Company Registration No/ Personal Identification No/Tax identification number:
- Concerned Person:

### **B. INNOVATIVE RECRUITMENT PLATFORM TO BE KNOWN AS GTALENTS™**

GTALENTS shall mean the Innovative Recruitment Platform owned, operated and governed by Strategic Connections, LLC currently accessible on 'www.gtalents.com' ("Website") OR at such other websites as the company may notify from time to time. The purposes of the business is to create a Tech Platform for Contingency or Retained Executive Search Firms, Independent Headhunters, Independent HR Consultants and HR Consulting Firms regarding Talent Solutions locally and internationally where consultants can efficiently exchange searches and talent for both convenience in an anonymous manner. Furthermore, to create a Culture and Business Model in which HR professionals, and Executive Search Consultants/Headhunters will only or mainly work through this or other exchange platforms, or have this platform as their primary Business Channel.

### **C. TERMS OF AGREEMENT**



The User has the adequate experience and skill to source relevant resumes of candidates in various fields of trade/professions and/or has the necessary network with companies interested in hiring professionals domiciled in international territories across the world.

The User represents that the User is an existing legal entity in \_\_\_\_\_ and has all valid governmental / non-governmental permits/trade licenses/approvals as required by a recruitment agent.

Recruitment agent hereby represents and warrants to GTALENTS that it has all requisite public licenses, permits, and approvals to perform its services as recruitment agent for GTALENTS, as contemplated by this Agreement. recruitment agent hereby agrees that it will comply with all applicable laws, regulations codes or ordinances, which govern or apply to recruitment agent's performance of its duties under this Agreement.

The User has an individual standing of a good repute in its local area of operation and is financially sound and capable for performing any obligations as provided for under these Terms.

#### **E. MULTIPLE ROLES OF USERS**

Posters and Suppliers

A Poster shall mean any User of GTALENTS who shall be creating an Opportunity for any cross - border candidates required by their existing clients i.e. the Hiring Company in its local area of operation.

A Supplier shall mean any User of GTALENTS operating within the local territories in respect of such local talent for which any such opportunity has been created by a Poster.

The User agrees that these Terms are in respect of both roles i.e. Poster and Supplier to be performed by the User and no separate terms shall be needed.

#### **F. BASIC TERMS OF AGREEMENT**

**a) Facilitation:** The purposes of these Terms are to facilitate the direct communication between two individual Users through GTALENTS with the specific criteria to meet any cross – border opportunities / demands of any Users of GTALENTS

**b) No Direct Communication:** The User shall have no rights to directly engage/communicate with any existing Users of GTALENTS without the express pre-approval and knowledge of GTALENTS. All communication between the Users shall moderated by GTALENTS through its authorized representatives appointed by GTALENTS from time to time. No User shall access any information provided by GTALENTS with the intention to circumvent the strict adherence required to these Terms by all Users.

**c) No Obligation:** Nothing contained herein shall be deemed to confer any obligation on GTALENTS to provide for any recruitment opportunities to any User.



**d) Communication Platforms:** All communication / correspondence between Users in respect of all transactions initiated through GTALENTS shall be on such platforms as may be made available by GTALENTS including by way of emails, chat applications, etc.

**e) Rules of GTALENTS:** GTALENTS shall have the right to update its existing rules/policies for conduct of its business on its Website from time to time. Any changes would be intimated in an electronic mail to each User and each User will have the right to accept and reject these new terms.

**f) Replacement of Candidates:** For any early termination or resignation of the services of a Candidate/s provided/sourced by a User by a Hiring Company within 3 months of his/her recruitment through GTALENTS the User shall provide for / source a replacement Candidates for such Hiring Company at no further cost. A replacement Candidate shall mean a Candidate offered by a Supplier and accepted by a Hiring Company. During the term of this Agreement and for a period of one (1) year following the written termination of this Agreement, each party agrees not to solicit or attempt to solicit, either directly or indirectly, the business or trade of the other party's customers and clients. When a referred candidate is placed pursuant to this Agreement, it shall be the responsibility and duty of the Poster to notify GTALENTS of the placement, including all terms of the placement within five (5) business days.

#### **G. USER WARRANTIES**

**a) Legal Capacity:** User warrants that it has the full right and power to enter into and abide by these Terms and that there are no conflicting agreements entered into by the User in violation of any principal terms of these Terms.

**b) User agrees to its unrestricted obligation and liability in respect of making timely payments of Fees as due and payable to GTALENTS as per these Terms.**

**c) User agrees that it shall not attempt to access any information/database created by GTALENTS in an unauthorized manner.**

**d) User agrees to be fair and efficient in all its dealings with fellow Users of GTALENTS.**

**e) User agrees to fully abide by the terms and conditions of these Terms for the entire Term to its fullest extent including any rules / policies of GTALENTS as updated to the User from time to time which the User has accepted.**

**f) User is governed by the laws of the State of Florida and is fully capable of raising invoices receiving payments as per these Terms without any obligations to be performed by GTALENTS.**

#### **H. VALID DOCUMENTS**



The User agrees and acknowledges that it has in its possession all relevant documents/authorizations to support the representations and warranties of the User herein which shall be provided by the User to GTALENTS as and when needed by GTALENTS.

GTALENTS reserves the right to suspend/terminate these Terms on non-compliance of any reasonable breach of the above.

#### **I. ROLES OF A POSTER**

Every User performing the role of a Poster shall have the following duties/obligations:

- a)** To act as an interface and sole point of contact between the Hiring Company and GTALENTS.
- b)** To provide proper details to GTALENTS in a timely manner with respect to any Opportunity/ies created along with relevant timelines and such other details as may be needed by GTALENTS from time to time.
- c)** To do all such acts needed to ensure the smooth and efficient communication between the Hiring Company and the Candidate using the platforms provided by GTALENTS including any communication with a Supplier.
- d)** To raise proper invoices upon the Hiring Company on completion of any particular transaction which shall be deemed to be complete once a Candidate has been effectively placed with a Hiring Company through the Poster.
- e)** To not directly deal with the Candidate and/or the Suppliers except as expressly permitted by GTALENTS in writing for any particular transaction/s.
- f)** To not seek candidates for the same Opportunity through any third party agents on initiation of a request with GTALENTS. Neither party may assign or pledge any rights or obligations hereunder and may not subcontract any portion of its obligations hereunder to any other third party, including without the prior written consent of the other party.
- g)** All proposed terms of employment submitted by Poster to Supplier(s) with respect to any position are subject to change by Poster. Poster will notify Supplier(s) as soon as practicable after making any such change through GTALENTS.

#### **J. ROLES OF A SUPPLIER**

Every User performing the role of a Supplier shall have the following duties/obligations:

- a)** To act as an interface and sole point of contact between the Candidate and GTALENTS.
- b)** To provide proper details to GTALENTS in a timely manner with respect to any Candidates requested for by GTALENTS with respect to any particular Opportunity/ies along with suitably vetted resumes in such



formats as needed by GTALENTS. Supplier hereby represents and warrants that the candidates identified by Supplier, in addition to be interested in pursuing the job opportunity to which they have been invited and screened for, to be submitted through GTALENTS platform immediately become the exclusive candidates of GTALENTS and the Supplier will provide GTALENTS with complete candidates' information including their contact information, i.e. mailing address, telephone number/cell phone number and e-mail address.

c) To do all such acts needed to ensure the smooth and efficient communication between the Candidate and the Hiring Company using the platforms provided by GTALENTS including any communication with a Poster.

d) To raise proper invoices upon GTALENTS on intimation by GTALENTS on completion of any particular transaction which shall be deemed to be complete once a Candidate has been effectively placed with a Hiring Company through the Poster.

e) To not directly deal with the Hiring Company and/or the Posters except as expressly permitted by GTALENTS in writing for any particular transaction/s.

f) To provide apt and suitable candidates for every opportunity provided within the timeline. Once a User in his capacity as a Supplier accepts the request by GTALENTS for seeking out suitable candidates in respect of any existing Opportunity raised within an agreed timeline the User shall ensure that the User dedicates suitable time and effort in respect of procuring Candidates required for such Opportunity within the timelines agreed.

g) In case the same Candidate is provided by 2 Suppliers, the Supplier that submitted the candidate information first, considering all clauses above, will get the credit for such candidates at such job opportunity.

#### **K. ROLE OF GTALENTS**

The role of GTALENTS for any particular transaction shall be to providing an efficient communication platform to Posters and Suppliers by liaising with their Users for any Opportunity/ies including managing the flow of suitable Resumes/CV's of Candidates as per the requirements informed by a Poster to GTALENTS and providing inputs to Suppliers on the requirements for Candidates from time to time. To act as the sole point of contact for all cross-border hiring to be done by the Users with a thrust on complete transparency and effective management.

GTALENTS will do whatever is in its power, capabilities, and in accordance to this Agreement, its terms and conditions, to ensure due compensation to a Supplier for the successful services rendered by it in the unforeseen event of a default by a Poster to share the amounts due towards the share payable to GTALENTS from the Base Fees as per these terms.

To take appropriate measures including termination of Agreement by any Poster for non-payment of the share of the Base Fee due to be paid to GTALENTS as per these terms.



## **L. GTALENTS OBLIGATIONS**

GTALENTS agrees that:

- a)** Neither shall the exchange nor any of its existing employees/representatives attempt to in any manner directly contact any 'Hiring Company' for the purpose of directly soliciting any business from such company.
- b)** Similarly, GTALENTS shall also ensure that there is no direct communication between GTALENTS with any candidates without the knowledge and/or authorization of any User agents representing such candidates.
- c)** It shall ensure its intervention in the event any Poster attempts any direct contact with a candidate without an express authorization of the Supplier representing such candidate. Intervention shall include reporting of such attempts by a Poster for further action if needed.
- d)** It shall not be held liable for any losses caused to a User with respect to any similar/duplicate requirement raised by a User on behalf of any Hiring Company where another User has already raised the said Requirement with GTALENTS earlier. However, any termination of any existing agreements between any existing Users and a particular Hiring Company shall entitle GTALENTS to freely deal with such subsequent/duplicate requirements.
- e)** Similarly, GTALENTS shall not be held liable for any losses caused to a Supplier where any particular candidate forwarded by a Supplier has already been forwarded earlier to GTALENTS by another Supplier. For the same requirement. However, GTALENTS shall endeavor to limit solicitation of candidates for any particular Requirement to not more than 3 -or any other number GTALENTS determines- Suppliers at the same time.

## **M. PAYMENT TERMS**

Placements of Candidates: GTALENTS will charge Posters after they charge the Hiring Company followed to one or more candidates' placements. Then, GTALENTS will pay to the Supplier, with respect to each placement of a candidate with GTALENTS's Poster & Hiring Company introduced pursuant to this Agreement, a 70% corresponding Base Fee of the total fee received by GTALENTS, regardless of whether such fee is paid in one lump sum or whether it is paid as part of a retainer arrangement. After receiving the fee from the Poster, GTALENTS will forward a copy of the invoice and the corresponding Base Fee to the Poster only if required by the Supplier.

The policy in respect of all transactions emanating from and concluded by any Users through GTALENTS is as follows:

All amounts received from any concluded transaction shall be collected by the Poster by the Hiring Company ("Base Fees") who shall within 48 hours from the receipt of such amounts shall pay 70% of the Base Fee to GTALENTS.

GTALENTS shall within a maximum of 3 (three) business days of the receipt of 70% of the Base Fee from the Poster deduct an amount of 20% of the Base Fee as and by way of its commission and remit the balance 50% of the Base Fee to the Supplier representing the selected Candidate.



The amounts receivable by each User for any particular transaction shall be remitted to GTALENTS in USD to be calculated on highest rate of foreign exchange available on the date of invoicing by the Poster.

For ease of process all conversion rates will be applicable on the date of invoice and not on the date of payment.

In view to ensure complete transparency, each User shall in good faith be responsible to disclose the deal terms in respect of the standard rate's / fees charged by them to their clients and the payment due date for their fees on completion of any particular deal.

GTALENTS will continue to receive the corresponding Base Fee for placements made during the term of this Agreement, for a period of eighteen (18) months following termination of the Agreement. In the event the Poster shall pay GTALENTS the placement fee in installments, GTALENTS shall pay the Supplier the corresponding Base Fee out of each such installment.

#### **N. INVOICES FOR COMMISSION RECEIVABLE**

Every User shall be paid fees due to them subject to valid and proper invoices being raised by such User on completion of each particular transaction.

For every User acting as a Poster in a particular deal/transaction, the invoice for the entire Base Fee shall be raised by the Poster on the Hiring Company within a maximum of **2 (two)** business days of joining of the Candidate provided by such Poster to the Hiring Company through GTALENTS.

A copy of all invoices raised by any User acting as a Poster shall be simultaneously sent to GTALENTS.

Based on the above invoice, GTALENTS shall raise an invoice upon the Poster for an amount which is a USD equivalent to **70%** of the total Base Fee receivable by the Poster from the relevant Hiring Company.

GTALENTS shall provide a copy of such invoice to the User acting as a Supplier on such transaction.

Based on the above, the Supplier shall raise an invoice in USD upon GTALENTS for **50%** of the Base Fee.

GTALENTS shall remit to the Supplier all payments received by it from any Users acting as Posters within 8 (eight) business days of receipt of the same by GTALENTS as per the invoices raised and amounts received by GTALENTS.

In case of a default by the Poster with respect to the fee payable, GTALENTS will guarantee a payment to the Supplier of GTALENTS share of the 50% and then proceed to take whatever recourse needed, not limited to expulsion, against the said base agent / Poster.

All users shall maintain all invoices and records related to transactions covered by this Agreement for at least two (2) years from the date of expiration or termination of the Agreement and GTALENTS shall have the right to audit such invoices and records up to three (3) times a year, regardless of whether this Agreement is assigned.

#### **O. TAXES**

All Users shall be responsible to pay their respective taxes as governed under their individual laws applicable to them.



In case the Poster is based in the US, GTALENTS will add applicable service tax to the invoice that it raises to them. Similarly, if the Supplier is based in the US, GTALENTS acknowledges the fact that an additional amount of service tax will be added to the invoice raised.

Any employee of the User involved in performing services for GTALENTS hereunder shall at all times during such performance of services be and remain the employee of the User, and the User shall be solely responsible for the payment of such employee's compensation, for deducting any required withholding taxes and other expenses associated with such employee's employment and for providing all employee benefits. GTALENTS will not provide workmen's compensation, health insurance, life insurance, retirement or any other benefits to any employee of the User. The User agrees to accept exclusive liability for the payroll taxes or contributions for unemployment insurance or old age pensions or annuities which are measured by the wages, salaries or other remuneration paid to the User's employees, to reimburse GTALENTS for any of said taxes for contributions which by law GTALENTS may be required to pay, and to comply with all laws, orders and regulations respecting the assumption by the User of liabilities of said taxes or contributions.

#### **P.SAMPLE TRANSACTION**

Salary	US\$ 100,000
Total Commission Receivable from Hiring Company	10% of USD 100,000 = USD 10,000 ( Base Fee)
Payable to CBREX by Base Agent	70% of Base Fee = USD 7000
Payable to Foreign Agent	70% less 20% of Base Fee = USD 5000
Base Agent Share	USD 3000
CBREX Share	USD 2000
Foreign Agent Share	USD 5000

The above fees are notwithstanding any applicable taxes levied on any amounts receivable by a Poster. The User agrees that any amounts receivable by a User as a Supplier shall be subject to the local laws governing the Poster and GTALENTS which shall be as per the invoices raised as above.

The above example is only in the nature of a sample as the rate applied by a Poster would vary between 8-30% of CTC and that would determine the share of each party post completion of the transaction.

#### **Q. CODE OF CONDUCT**





Every User shall be governed by a **code of conduct** informed to the Users from time to time by GTALENTS which shall be equally applicable on all Users irrespective of their roles, abilities and territory of operation. Each User shall ensure fair payment terms for all transactions to be done through GTALENTS as per standard industry terms in the area of operation of such User acting as a Poster which shall not be less favorable than any similar terms offered to the said User by the same Hiring Company in any previous transactions and/or any other companies for any similar transactions.

Each User shall be subject to full disclosure of all terms of business agreed into between such User and its clients i.e. the Hiring companies which shall clearly specify the commission rates payable to such Poster at which Candidates shall hired by each particular Hiring Company.

Each User agrees to adhere to the 48-hour maximum pay out term in respect of commissions/fee payable to GTALENTS by the Poster on receipt from the Hiring Company.

The User agrees that GTALENTS allows for a maximum of 35 days' default term of payment from the date of closure of any particular transaction and therefore each User is expected to inform GTALENTS of any further delays caused in receipt of payments by such Users from the Hiring Company along with supporting reasons.

The above terms shall always be subject to payment terms entered into between a User and a Hiring Company. Every User shall be bound to disclose the payment terms agreed by it with Hiring Company at the time of seeking opportunities to enable GTALENTS to suitably notify the Suppliers for the same.

Any User codes, Usernames, passwords created for access by a User to GTALENTS/ Website shall always remain the property of GTALENTS.

GTALENTS shall not tolerate any disparate attempts by any User to contact any other User directly/indirectly without the consent/knowledge of GTALENTS to circumvent the objectives of GTALENTS and GTALENTS reserves its right to suspend, terminate, and disqualify the Agreement of such Users on being made aware of such breach by any particular User.

The User hereby agrees to operate in an ethical manner as outlined in **GTALENTS's Code of Business Conduct and Ethics (attached as Addendum)**. The User agrees that all of its staff, who conduct business with GTALENTS or with GTALENTS's potential employees, shall read and comply with **GTALENTS's Code of Business Conduct and Ethics**. The User agrees that if the User or any individual in the User's organization fails to fully comply with any of the provisions in **GTALENTS's Code of Business Conduct and Ethics**, then GTALENTS may terminate this agreement without any further liability upon thirty (30) days' notice.

The User hereby agrees that anyone associated with the User shall not, at any time, solicit or accept gifts or payment from any applicant, candidate, or potential GTALENTS employee. The User agrees such solicitation or acceptance may result in the immediate termination of this agreement without further liability on the part of GTALENTS, at GTALENTS's election.

The User has not taken, and will not take, any action in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value, to any government official (including any officer, employee or official of a government, a government-controlled entity or political party or any person acting in an official capacity for or on behalf of any of the foregoing) (collectively, "Government Officials") or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a Government Official for the purposes of: (1) influencing any act or decision by such Government Official to do or omit to do any act in violation of his or her lawful duty, (2) securing any improper advantage, or (3) inducing such Government Official to use his or her influence with a government or instrumentality to affect any act or decision of the



government or entity for the benefit of GTALENTS's business. The User agrees that failure to comply with this section may result in immediate termination of this agreement without further liability on the part of GTALENTS, at GTALENTS's election.

## **S. INTELLECTUAL PROPERTY RIGHTS**

All new and existing form of intellectual property including any trademarks, copyrights, works created by GTALENTS in furtherance of the objectives of GTALENTS shall always remain with GTALENTS.

The User agrees and undertakes that **except through this contract**, it or its directors, offices, employees or agents will not carry on or engage in selling, buying, brokering any product similar or similar business of GTALENTS, nor be owner of, partner in, shareholder of, employee, consultant, agent of, officer or director of, any corporation, trust, or partnership carrying on or engaged in similar business, so long as this Agreement is in effect and for a period of five (5) years after the termination of this Agreement.

## **T. CONFIDENTIALITY**

**The parties shall not, without mutual agreement, communicate information to any third party regarding this Agreement and their business arrangement, and shall use their best efforts to prevent inadvertent disclosure of information to any third party.**

1. The User shall:
  - i. Hold the Confidential Information in strict confidence and take all reasonable precautions to protect such Confidential Information from third parties (including and without limitation, any other person, its employees, agents, executives, partners, customers, etc);
  - ii. Not use the Confidential Information except for the development of the transaction. Accordingly, without limiting the foregoing, and agrees that it will not use the Confidential Information in connection with any other person, agent, institution, company or entity;
  - iii. Not divulge or disclose the Confidential Information to other parties or any information derived therefrom to any third person or entity; and
  - iv. Not copy or duplicate any such Confidential Information.
2. The Confidential Information includes information disclosed in written, oral, pictures, drawing, diagrams, etc.
  - The User acknowledged that compliance with this Agreement is necessary in order to protect the business of GTALENTS and that a breach thereof will irreparably and continuously damage, reason for which monetary damages may not be adequate. Should the User breach any of the covenants set forth in this Agreement, the court of proper jurisdiction, (which the parties agree to be the



Courts of Miami- Dade County, Florida), for the entry of a preliminary and / or permanent injunction in order to prevent the continuation of such harm. Any rights on requesting injunctive relief shall be in addition to and not in derogation or limitation to any other legal or equitable rights available to the non-breaching party. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs of litigation at trial or appeal from the non-prevailing party.

- This Agreement contains the entire understanding of the parties and it is understood that this Agreement supersedes any and all prior agreements, whether written or oral, express or implied, concerning matters within the scope described on the first part of the agreement hereof, except as subsequently modified in a writing signed by the PARTIES. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement shall be interpreted in accordance with the laws of the State of Florida and the PARTIES agreed to submit to the personal jurisdiction of the State of Florida. **The Confidential Information is a Trade Secret as defined by The Uniform Trade Secrets Act of Florida (Chapter 688, Florida Statutes).**

The User understands that GTALENTS (the "Company") is prepared to furnish the User certain information which is either confidential, proprietary or otherwise not generally available to the public to assist the User in making an evaluation of the business and prospects of the Company for a possible transaction between by the User and GTALENTS.

Miscellaneous. Money damages may not be a sufficient remedy alone for any violation of the terms hereof and, accordingly, GTALENTS will be entitled to specific performance and injunctive relief as remedies for any such violation. These remedies will not be exclusive but will be in addition to all other remedies available to GTALENTS at law or in equity. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflict of laws thereof. "Affiliates" and "associates" will have the meanings given to such terms under Rule 405, as presently in effect, under the Securities Act of 1933. This agreement may be executed in counterparts.

#### **U. INDEMNITY**

The User agrees to fully indemnify and keep indemnified other Users and GTALENTS from any claims/losses/damages caused to GTALENTS and/or its Users due to any breach / non-fulfilment of its obligations under these Terms and/or the rules/policies of GTALENTS.

#### **V. FURTHER ASSIGNMENT**

The User agrees that the terms of this Agreement shall remain valid and binding upon the User. User agrees and acknowledges the sole and exclusive right of Strategic Connections, LLC to in any manner assign the rights and obligations of GTALENTS under these terms to any third parties without any recourse to the User.



This Agreement supersedes any previous agreements between the two parties, if applicable, and shall remain in perpetual effect through any corporate/company name changes by either party, until termination thereof.

If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

#### **W. DISPUTE RESOLUTION AND GOVERNING LAWS**

Any dispute between two existing Users shall be subject to the respective laws governing the Users and shall be resolved amicably in the spirit of brotherhood among the Users.

Any disputes between two or more Users shall be mediated by GTALENTS if needed.

However, no User shall initiate any claims or approach any governmental authorities / courts / arbitrations against a fellow User without informing GTALENTS of any such intended proceedings.

#### **Disclaimer of Consequential Damages**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE LOSS, DAMAGE OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, OR LOST SAVINGS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### **Arbitration**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida without regard to the conflict of laws rules. Any controversy or claim arising under, out of, or in connection with this Agreement, its validity, its interpretation, its execution or any breach or claimed breach thereof, are hereby submitted to the sole and exclusive jurisdiction of the competent federal and state courts in the County of Miami-Dade, Florida. In the event of any litigation, the prevailing party shall be entitled to recover its reasonable attorney's fees and cost for the duration of the litigation, including pre-trial, trial or appeal from the non-prevailing party.

#### **A) Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement.

#### **B) Force Majeure**

Neither party shall be liable for any delays or failures in performance (other than payment obligations hereunder) due to circumstances beyond its reasonable control.



**C) Complete Agreement**

This Agreement sets forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof.

**D) No Waiver**

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**I / We agree to fully abide by the above Terms.**

**Accepted By:**

For \_\_\_\_\_ (Company Name if applicable)

**SIGNATURE**

**NAME (IN CAPITAL):**

**Title:**

**Designation: Date:**

**Place:**