



11<sup>th</sup> May 2018

**Private and confidential**

Attention: Paul Seils  
The Trustee for GCI (Australia)  
ABN: 91881423836

Dear Paul,

**Letter of Engagement**

I am pleased to offer you contract employment in the position of Advisor & Key Relationship Manager with us at KPR Medical Solutions Pty Ltd ('the employer') on the terms and conditions set out in this letter.

**1. Position**

- 1.1 Your employment will be on a casual basis, as required, for a probationary period of 6 months from the date of signing, with a 6 month extension after probation.
- 1.2 Each occasion that you work with different deliverables or incentives there will be a separate contract of employment, which ceases at the end of that engagement.
- 1.3 As a contractor, there is no guarantee of ongoing or regular work.
- 1.4 The duties of this role are in the attached payment schedule. On each occasion that you work you will be required to perform these duties and any others duties the employer may assign to you, having regard to your skills, training and experience.
- 1.5 You will be required to perform your duties in Brisbane, or elsewhere as reasonably directed by the employer.

**2. Terms and conditions of employment**

- 2.1 Unless more generous provisions are provided in this letter or in the attached Schedule, the terms and conditions of your employment will be those set out in the applicable legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009*. The applicable legislation's requirements are not incorporated into your contract of employment.
- 2.2 Your employment may be terminated at any time by providing you with notice, to apply at the end of your current engagement.
- 2.3 The additional terms and conditions set out in the attached Schedule will also apply to your employment.

**3. Remuneration**

- 3.1 You will be paid in KPR Coins.
- 3.2 You will be paid to your nominated ERC-223 friendly wallet address, within 7 days of the end of the final ICO period.
- 3.3 The employer holds no obligation over the financial value of a KPR Coin at any point in



time.

3.3 The employer will only be required to make superannuation payments on your behalf if there is a change in legislation to recognise cryptocurrency as a recognised currency for legislative purposes in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

3.4 Any KPR Coins received must not be sold within 12 months from their receipt. Any extenuating circumstances to waive this must be first approved by the majority of the cofounders.

3.4 Your remuneration will be reviewed per engagement and may be increased at any time at the discretion of the employer.

#### **4. Your obligations to the employer**

4.1 You will be required to:

- (a) perform all duties to the best of your ability at all times;
- (b) use your best endeavours to promote and protect the interests of the employer; and
- (c) follow all reasonable and lawful directions given to you by the employer, including complying with policies and procedures as amended from time to time. These policies and procedures are not incorporated into your contract of employment.
- d) not have any other work relationship with a hemp or cannabis organisation, in Australia, within 12 months of the end of your work period.

#### **5. Confidentiality**

5.1 By accepting this letter of offer, you acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the employer, as required by law or in the performance of your duties, use or disclose confidential information relating to the business of the employer, including but not limited to client lists, trade secrets, client details and pricing structures.

#### **6. Ownership of Work Product**

6.1 You hereby assign to the employer all rights, title and interest in and to any content or project related products which you produce, or contribute, pursuant to this agreement, including all copyrights, trademarks and other intellectual property rights contained therein. You will agree to execute, at the employer's request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, the copyright assignment.

#### **7. Entire agreement**

7.1 The terms and conditions referred to in this letter constitute all of the terms and conditions of your employment and replace any prior understanding or agreement between you and the employer.

7.2 The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the employer.



**If you have any questions about the terms and conditions of employment, please don't hesitate to contact Jason Tabrett on 0431 207 093.**

Employees and employers may also seek information about minimum terms and conditions of employment from the Fair Work Ombudsman. You can contact them on 13 13 94 or visit their website at [www.fairwork.gov.au](http://www.fairwork.gov.au).

**To accept this offer of employment please return a signed and dated copy of this letter to me by 15<sup>th</sup> May 2018.**

Yours sincerely,

Jason Tabrett CPA MBA  
Cofounder & Chief Financial Officer

I, Paul Seils, have read and understood this letter and accept the offer of employment from KPR Medical Solutions Pty Ltd on the terms and conditions set out in the letter. I understand that each engagement will constitute a separate contract of employment between us.

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print name: \_\_\_\_\_

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS



## Schedule 1

### 1. Sign-up Bonus:

- 100,000KPR sign-up bonus potential (50,000KPR for each 6 month period).

### 2. Attending Conference/Seminars:

- 10,000KPR per event.
- An additional 10,000KPR per event if you are a registered guest speaker on behalf of KPR Medical Solutions.
- Travel cost reimbursement will be discretionary on a per trip basis.
- New York scheduled meeting to exclude the above criteria and total 50,000KPR as payment.

### 3. Getting KPR Listed on an Exchange:

- 15,000KPR for each of Coinspot/Kucoin.
- 10,000KPR for and other exchange listings.
- Discretionary bonus entitlements may be granted for listing KPR on larger exchanges.

### 4. Bringing Experienced Members to the KPR Team:

- Discretionary payments of a minimum 10,000KPR for new team members. Maximum 100,000KPR.

### 5. Tier Contribution Bonus:

- Your network will not have incentives outlined in this agreement, but rather to be a part of promotions KPR Medical Solutions chooses to run, targeted at investment groups. In your role, you will be expected to be a part of this targeting strategy.
- You will receive bonuses for your network of contributors who purchase KPR Coins in the Pre-ICO or ICO process.

Eg. 20 sales of 50ETH will earn you 20 x 15,750 for the size of the individual sales & the cumulative sales will be 1,000ETH earning you as additional 315,000KPR. Total = 630,000KPR

Please see the bonus table below for your earnings:

Single Contribution Range	Max Single Contribution Bonus	Contribution Bonus %	Cumulative Contribution Range	Max Cumulative Contribution Bonus
<1ETH	75KPR	2.5%	<50ETH	3,750KPR
1-5ETH	750KPR	5%	50-100ETH	15,000KPR
5-10ETH	2,100KPR	7%	100-200ETH	42,000KPR
10-25ETH	6,750KPR	9%	200-500ETH	135,000KPR
25-50ETH	15,750KPR	10.5%	500-1,000ETH	315,000KPR
>50ETH	50,000KPR	12%	>1,000ETH	1,500,000KPR

**\*The table above assumes the conversion ratio of 1ETH:3,000KPR**