Terms of Business for Recruitment Services (the Terms)

IT IS AGREED as follows:

1. ACCEPTANCE AND DURATION OF TERMS AND CONDITIONS

1.1 The Client will be deemed to have accepted and agreed to these Terms (which will prevail over any other terms and conditions put forward by the Client), when any of the following events occurs:

1.1.1 the Client requests the Company to Introduce a Candidate for any position; or

1.1.2 the Client, or a third party acting on the Client's behalf, interviews a Candidate;

1.1.3 or the Client Engages a Candidate in any capacity; or

1.1.4 a Candidate begins work for the Client in any capacity; or

1.1.5 the Company provides any of the Recruitment Services to the Client: or

1.1.6 the Client signs the Terms.

1.2 The Terms shall apply to all Introductions of Candidates made by the Company to the Client.

1.3 This Agreement is ongoing and can be terminated by 30 days' written notice or immediately in the event of material default by the other Party or the insolvency of the other Party but in any event shall continue to apply to all Introductions made prior to the date of termination.

2. RECRUITMENT SERVICES

2.1 The Company will provide the Recruitment Services to the Client using reasonable care and skill in consideration for the Client's paying the applicable Fee to the Company, subject to the terms and conditions of this Agreement.

2.2 The Company does not represent, warrant or undertake to find a suitable or any Candidate for each vacancy notified to it by the Client.

2.3 The Company will ensure that any Candidate has given their consent for their details to be submitted for any vacancy for which they are submitted.

2.4 On Retained Assignment the Company manages all applications including direct applicants, internal applicants and any Candidates introduced by a third party to the Client and the Fees will be payable.

2.5 In the event that a Candidate has been introduced to the Client by other agencies or is known to or identified by the Client in any other way, then the Client must notify the Company within 48 hours of an Introduction. In the event of a dispute over Introduction ownership, then the Company may support its Introduction and right to claim a Fee by providing a Confirmation of Representation signed by the Candidate expressing their wishes to be represented by the Company and the Parties agree this Confirmation of Representation shall be used as the primary evidence for identifying the correct party which made the Introduction.

2.6 By requesting the Company to Introduce Candidates for a vacancy, the Client authorises the Company to advertise such a vacancy and unless notified to the contrary, the Company is authorised to use the Client's name or any of its logos or trademarks.

2.7 Unless notified to the contrary in writing, the Company during this Agreement is authorised to use the Client's name or any of its logos or trademarks for marketing and advertising purposes.

3. FEES AND PAYMENT

3.1 The Client will pay a Fee to the Company in respect of each Candidate Engaged by the Client irrespective of whether the Candidate is Engaged for the role for which they were Introduced. Fees will be calculated as set out in the Fee Schedule.

3.2 The Fee will become due immediately on a Candidate's acceptance of an offer of an Engagement, without any right of set off. Fees for any additional costs shall be invoiced upon being incurred by the Company.

3.3 Should the Parties agree in writing to a variation of the Terms, then such variation is conditional upon the Client paying invoices within agreed payment terms. Should the Client breach the varied Terms including failure to pay any invoice on time then there will be a reversion to the standard Terms and the Company shall be entitled to credit any invoice on varied Fees and reissue invoice(s) on standard Fees in accordance with the Terms.

3.4 Invoices will be paid within 21 days of issue. The Company may assign to third parties the right to render invoices and receive payment. Disputes on an invoice must be raised within 5 working days of issue and the invoice shall remain fully payable unless the Company agrees otherwise.

3.5 The Fee charged for the Introduction of any Candidate for an Engagement is applicable for one Engagement only. For each additional Candidate Introduced by the Company and Engaged by the Client, a further Fee will be payable.

3.6 Retainer, Shortlist (if applicable) and Completion stages of Retained Searches are divisible. Each stage of a Retained Search (Retainer, Shortlist and Completion) made thereunder:

3.6.1 shall be deemed to arise from a separate contract, and

3.6.2 shall be invoiced separately and any invoice for a stage of delivery shall be payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other stage or of any other stage under any other contract.

The Client undertakes to pay the Company the full amount of all invoices issued by the Company in relation to the Agreement without set-off, deduction or counterclaim by the due date for payment of such invoices.

3.7 Any additional fees for advertising, and all other charges, must be agreed separately in writing and will be payable irrespective of whether a Candidate is Engaged.

3.8 If, after an offer of employment has been accepted by a Candidate, the Client withdraws the offer, the Client will be liable for a cancellation fee of 80% of the Fee (based on Estimated Remuneration Package if actual remuneration is not known).

3.9 The Client will inform the Company if it increases the hours worked by the Candidate within the first 12 months. The Company will regard the increased hours as those on which to base the calculation of the Fee and will submit a further invoice for the additional fee payable by the Client.

3.10 If, following a Candidate's unsuccessful application to the Client via the Company either the Client Engages that Candidate in any capacity within 12 months of the Company's having Introduced a Candidate to the Client, or the Client or the Client's employee, agent or subcontractor refers or Introduces that Candidate to a third party, and that third party Engages the Candidate in any capacity within 12 months of the Company's having Introduced a Candidate to the Client, then the Client will be liable to pay the Fee, which will be based on Estimated Remuneration Package if the Company does not know the Annual Remuneration Package of the Engagement. The Client will immediately notify the Company of such an Engagement.

3.11 All amounts stated are exclusive of GST or other sales tax which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.

3.12 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms, then the Company will be entitled to charge interest on the outstanding amount at the rate of 5.33% per annum above the prime lending rate of banks and finance companies on the Monetary Authority of Singapore website from time to time, accruing daily, to require the Client to pay, in advance, for any

Recruitment Services (or any part of the Recruitment Services) which have not yet been performed; and not to perform any further Recruitment Services (or any part of the Recruitment Services).

4. CLIENT'S OBLIGATIONS AND ACKNOWLEDGMENTS

4.1 When requesting the Company to Introduce Candidates for a vacancy, the Client will provide to the Company the following information: the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business; the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration; any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks; the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body; any expenses payable by or to the Candidate; the anticipated Annual Remuneration Package, the intervals of payment and any other benefits; the length of notice to which the Candidate would be entitled to receive or be required to give for termination of employment; whether the Client intends to Engage the Candidate otherwise than as an employee on a contract of service; and whether the vacancy entails caring for or attending one or more vulnerable persons, including persons under the age of 18 and/or any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention.

4.2 The Client will satisfy itself as to the suitability of any Candidate for the vacancy for which the Candidate has been Introduced. Without prejudice to the generality of the above, the Client acknowledges and agrees that it is the Client's responsibility to:

4.2.1 take up and verify references relating to the Candidate's qualifications, skills, character and experience;

4.2.2 check the validity of the Candidate's qualifications;

4.2.3 ensure, where appropriate, that the Candidate is capable of operating any equipment or machinery to the necessary level;

4.2.4 obtain any certificate of sponsorship or permit needed to enable the Candidate to work in the country in which the Candidate will be employed;

4.2.5 ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law; and

4.2.6 undertake any vetting or pre-employment checks it requires or is required by law.

4.3 The Client will notify the Company, with details of start date and Annual Remuneration Package, immediately, or within latest 5 days, on the occurrence of the first of the following events:

4.3.1 a Candidate accepts an offer of employment from the Client; or

4.3.2 the commencement of an Engagement by a Candidate.

4.4 By agreeing to Engage or make use of a Candidate in any way, the Client will be liable for the Fee.

4.5 The Client will not for the period of these Terms and for twelve (12) months thereafter (either on its own account or for any other individual or organisation), directly or indirectly induce, entice or solicit away or try to induce, entice or solicit away from the Company any individual who is an employee, director or consultant of the Company. If the Client employs or Engages any person in breach of this provision, the Client shall pay to the Company on demand the sum equivalent to thirty per cent (30%) of the Annual Remuneration Package of such person at the date of their termination with the Company. The Parties agree that this is a genuine pre-estimate of loss.

4.6 The Client:

4.6.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Candidate or the Client if it Engages that Candidate to fill a vacancy; and

4.6.2 will inform the Company immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Candidate or the Client.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1 All information disclosed by the Company including Introductions and personal data is confidential information, remains the confidential information of the Company and cannot be used or retained by the Client for any other purpose than pursuant to the Terms. All work undertaken by the Company for the Client in respect of the Introduction of a Candidate to the Client will be for the private and confidential use of the Client only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of the Company.

5.2 The obligations in clause 6.1 will survive termination of this Agreement for a period of six years.

5.3 Any collateral including marketing materials produced by the Company in the context of providing Recruitment Services shall remain the intellectual property of the Company.

6. DATA PROTECTION

6.1 For the purposes of this clause 6, “organisation”, "individual", “data intermediary” and “personal data” means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, “individual” includes the Candidate.

6.2 The Parties will comply with their respective obligations under the Personal Data Protection Act 2012 of Singapore and other data protection legislation and regulations applicable to the Parties and this Agreement (the “Data Protection Legislation”).

6.3 The Parties hereto acknowledge that Company is a data intermediary in respect of the personal data of Candidate and provides such personal data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.

6.4 The Parties hereto acknowledge that Client is a data intermediary.

6.5 The Parties hereto warrant to each other that any personal data relating to an individual, whether provided by Client, Company or by Candidate, will be collected, used, and disclosed by the receiving party in accordance with Data Protection Legislation.

6.6 The Parties hereto will take reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification disposal or similar risks.

6.7 Client will -
a) comply with the instruction of the Company as regards the transfer/sharing of data between the Parties hereto. If Client requires personal data not already in its control to be provided by the Company, Client will set out their legal basis for the request of such data and accept that the Company may refuse to share/transfer such personal data where, in the reasonable opinion of the Client, it does not comply with its obligations in accordance with Data Protection Legislation;
b) not cause the Company to breach any of their obligations under the Data Protection Legislation.

6.8 In the event Client becomes aware of an actual or any reasonably suspected personal data breach, it will immediately notify the Company and will provide the Company with a description of the personal data breach, the categories of data that was the subject of the personal data breach and the identity of each individual affected and any other information the Company reasonably requests relating to the personal data breach.

6.9 In the event of a personal data breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as the Company may request to -
a) investigate and defend any claim or regulatory investigation;
b) mitigate, remedy and/or rectify such breach; and
c) prevent future breaches,
and will provide the Company with details in writing of all such steps taken.

6.10 Client will not release or publish any filing, communication, notice, press release or report concerning any personal data breach without the prior written approval of the Company.

6.11 Client agrees it will only collect, use and disclose the personal data of Candidate for the agreed purpose that is introduction for a vacancy pursuant to these Terms.

6.12 The Parties will immediately notify the other as soon as practicable and take all appropriate action to enable the other to properly deal with any request from a data subject in relation to access to and/or rectification or erasure of personal data.

6.13 Client will provide evidence of compliance with clause 6 upon request from the Company.

6.14 Client shall indemnify and keep indemnified and hold the Company harmless from any cost, charge, damages, expense or loss which the Company suffers as a result of Client's non-compliance with the Data Protection Legislation and/or breach of any of the provisions of this clause 6.

7. WARRANTIES, LIABILITY AND INDEMNITIES

7.1 The Client agrees that the Company gives no warranty as to the accuracy of information provided by the Candidate, suitability of any Candidate for any vacancy, or ability of the Candidate to meet the Client's requirements.

7.2 Except in the case of death or personal injury caused by the Company's negligence, the liability of the Company under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Fee(s) paid or due to be paid by the Client to the Company under this Agreement in respect of the Introduction pursuant to which the liability arises.

7.3 Neither Party will be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 7.3 will not apply to clause 7.4.

7.4 The Client will indemnify and hold harmless the Company from and against all claims, costs (including legal costs) and losses arising from loss, damage, liability, injury to the Company, its employees and third parties, by reason of; its failure to pay invoices on time, its Engagement of the Candidate, any information supplied by the Client to the Company, any approach to a Candidate on the Client's behalf by the Company or the Client's breach of these terms and conditions.

7.5 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

8. GENERAL

8.1 Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party.

8.2 No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing by the Parties.

8.3 This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them.

8.4 No failure or delay by the Company in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

8.5 This Agreement will not constitute or imply any partnership, joint venture, Company, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

8.6 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

8.7 In this Agreement unless the context otherwise requires any reference to an enactment in law includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

8.8 For the purposes of the Contracts (Rights of Third Parties) Act 2001 of Singapore and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

9. APPLICABLE LAW AND JURISDICTION

The validity, construction and performance of this Agreement is be governed by Singapore law and will be subject to the exclusive jurisdiction of the Singapore courts to which the Parties submit.

10. DEFINITIONS

In these Terms and Conditions:

Affiliate	means, in relation to a Party, any person that controls, is controlled by, or is under common control with that Party;
Agreement	means the Agreement containing these Terms;
Annual Remuneration Package	means all salary, emoluments, allowances, additional payments (including overtime payments, bonus payments and annual wage supplements) and benefits that are to form part of the Candidate's annual remuneration under the Engagement, before deduction of employee Central Provident Fund contributions (if applicable), personal income tax and any other charges under applicable law;
Candidate	means a person Introduced by the Company to the Client to be considered for an Engagement;
Client	means any person, firm or company to whom the Company provides Recruitment Services and its Affiliates;

Engage(s) (or Engagement or Engaged)	means the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of a Candidate and 'Re-engages' is to be interpreted accordingly;
Estimated Remuneration Package	means the projected fee calculated on the maximum level of the Annual Remuneration Package band for the position or if not known then the maximum Annual Remuneration Package for a comparable position in the general marketplace;
Fee	means the fee calculated as a percentage of the Annual Remuneration Package of the vacancy or the Estimated Remuneration Package according to the Fee Schedule and any other costs associated with the Recruitment Services;
Introduce (or Introduction)	means the provision to the Client of a curriculum vitae or any other details, whether written or oral, of a Candidate, whether or not the Client had knowledge of that Candidate before the Introduction enabling the Candidate to be identified;
Leadership Assessment	means any leadership assessment service provided by the Company to the Client for the purposes of assessing the leadership potential of the Client's employees or other persons selected by the Client.
Party (or Parties)	means the Company and the Client, and 'Party' will mean either one of them;
Recruitment Services	means performing Retained Assignments, conducting searches for Candidates and Introduction of them to the Client by the Company and any other act directly/indirectly relating to the sourcing and supply of Candidates for Engagement; and
Retained Assignment	means the engagement of the Company by the Client on a retainer basis for the purposes of sourcing and supplying Candidates.