

CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

These Terms of Business ("Terms") are made this <<>> Day of <<>> <<Year>>

BETWEEN

Annexion Partners Pte Ltd., Company Registration No. 202000112W, a company incorporated under the laws of the Republic of Singapore and having its operating office at 11 Collyer Quay, #12-01, The Arcade, Singapore 049317 with Singapore Employment Agency License 20S0075, here within referred to as ("the Employment Agency").

And

<>, (Company Registration No. -), a company incorporated under the laws of the Republic of Singapore and having its registered office at [-] ("Client").

WHEREAS, the Client desires to engage the Employment Agency to provide contingency recruitment services for the direct placement and hiring by the Client of Candidate(s) submitted by the Employment Agency (the "Services"), and The Employment Agency desires to be engaged by the Client in such capacity, all on the terms and conditions set forth in this Agreement; and

WHEREAS, as used herein, the term "Candidate" or "Candidates" means any person or persons sourced by the Employment Agency and introduced to the Client for employment opportunities with the Client as a result of the Services.

1. This Agreement may not be modified or varied except with the written agreement of Employment Agency and the Client.
2. The Client understands and acknowledges that the Services provided to the Client by the Employment Agency are done so at the sole expense of the Employment Agency. In consideration thereof, The Client agrees that all Candidate introductions made to The Client by The Employment Agency are confidential and for The Client's use only and that such introductions are valid for twelve (12) months from the initial introduction date. The Client further agrees that The Employment Agency is the exclusive representative of all Candidates for whom resumes are submitted to The Client by The Employment Agency, so long as they were submitted to The Client prior to submission by any other agency or by the Candidate themselves. If any Candidate submitted to The Client by The Employment Agency is hired, either directly or indirectly, by The Client within one year after receipt of such Candidate's resume, The Client agrees to pay to The Employment Agency a Permanent Placement Fee in accordance with Clause 3(a) below.
3. Recruitment fees due by The Client to The Employment Agency are contingent upon The Client hiring a Candidate introduced by The Employment Agency and are as below;
 - a) Percentage (%) fee based on Annual Remuneration payable to such a Candidate (each a "Permanent Placement Fee"). Annual Remuneration includes base salary or fees, guaranteed bonus, mandatory employer social contributions (including the employer's CPF contribution portion), allowances, inducement payments and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client.

25% of Annual Remuneration Package
 - b) In all cases, there shall be a minimum fee of SGD\$10,000. GST, if any will be charged on the fee at the then current rate.
4. Invoices are issued on the day that the Candidate commences permanent or short or fixed term employment with The Client and are due and payable within fourteen (14) days after commencement of such employment. Current rates of tax are charged where applicable. The Employment Agency reserves the right to charge interest on invoiced amounts unpaid for more than fourteen (14) days at the rate of three percent (3%) per month above the base rate from time to time of the Singapore Interbank Offered Rate (SIBOR) interest rate from the due date until the date of payment.

Invoicing Details	Billing Entity: Billing Address: Email: Contact Number:
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5. In the event of a Candidate for which a Permanent Placement Fee was paid leaving within three (3) months of commencement of employment with The Client (other than by way of constructive dismissal, redundancy, company

reorganization, or where the actual job responsibilities are significantly different to that which was disclosed to the Candidate at the time of their hiring or through any other non-fault termination of such Candidate), and provided that The Employment Agency has received written notification of such an occurrence within seven (7) days, and provided the placement Invoice was paid within fourteen (14) days in accordance with Clause 4, The Employment Agency will provide at least one (1) suitable replacement to The Client within a period of thirty (30) days from notification.

In the event a suitable replacement cannot be found within thirty (30) days the Employment agency is liable to repay the Client a rebate in the form of a credit note is calculated on the below sliding scale in accordance with each full week the Candidate was employed by the Client before written termination. No further refund will be liable in the event a replacement is not required by the Client.

Week Candidate Terminates	Remaining Fee to Pay Upon Replacement	Amount Annexion Refunds Client
0 – 4	Nett after deduction of 100% of original placement fee	100% Fee Rebate
5 – 8	Nett after deduction of 50% of original placement fee	50% Fee Rebate
9 – 12	Nett after deduction of 25% of Standard Fees	25% Fee Rebate

6. It is the responsibility of The Client to ensure that The Client provides feedback for every introduction of replacement candidate's profile, and following a replacement candidate's interview, to facilitate the search of a suitable replacement within the stipulated period. In the event this is not fulfilled, The Employment agency shall deem that a replacement is not required by the Client and no further refund will be liable.
7. It is the responsibility of The Client to ensure final suitability of any Candidate and to take up any necessary references unless otherwise agreed with The Employment Agency. The Client agrees to take up references only after receiving the Candidate's permission, to provide a copy of any written offer of employment to The Employment Agency and to deal with the Candidate only through The Employment Agency. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
8. The Employment Agency shall endeavor to ensure the suitability of any Candidate introduced to The Client and to maintain a high standard of service and integrity, but The Employment Agency makes no warranty, expressed or implied, as to the suitability of any Candidate introduced to The Client and accepts no liability for any loss, damage or claims for compensation, however caused, arising from or in connection with the introduction or engagement of any Candidate submitted.
9. The Employment Agency and The Client mutually agree to maintain in confidence and safeguard any business and technical information that becomes known to them regarding each other or any respective employees. All information relating to a Candidate is confidential and subject to the Personal Data Protection Act ("PDPA"); and is provided solely for the purpose of providing recruitment services to the Client. Such information must not be used for any other purpose nor divulged to any third party. The Client undertakes to abide by the provisions of the PDPA in receiving and processing the data at all times. In addition, information relating to the Employment Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except for information which is in the public domain.
10. The Employment Agency shall in no way be a representative or agent of The Client and neither The Employment Agency nor any of its agents, servants or employees has any authority to act or assume any obligation on behalf of The Client.
11. This Agreement shall commence on the date this Agreement is executed by all parties and continue for an initial term of one (1) year and shall continue thereafter on a year-to-year basis unless earlier terminated as provided herein. This Agreement can be terminated by either party giving to the other fourteen (14) day's written notice of its intention to terminate. Clauses 2, 3, 5, 7 and 8 shall survive termination of this Agreement.
12. The terms and conditions herein contained constitute the entire agreement between The Employment Agency and The Client and supersede all previous agreements, whether oral or written, between The Employment Agency and The Client with respect to the subject matter hereof.
13. This Agreement shall be governed in accordance with the laws of Singapore and its validity, construction and effect shall be governed and enforced pursuant to the substantive laws of Singapore. The parties agree that any claim, controversy or dispute arising out of or relating to this Agreement or any breach of this Agreement, shall be finally resolved by

arbitration under the Rules of the Singapore International Arbitration Centre. The arbitration shall be conducted in English in Singapore by one or more arbitrators applying the laws of Singapore, as amended from time to time. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered in any court having jurisdiction. The losing party hereto shall pay the costs and expenses of such arbitration.

14. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but which counterparts together shall constitute one and the same instrument.

FOR AND ON BEHALF OF THE
CLIENT

FOR AND ON BEHALF OF Annexion
Partners Pte. Ltd

By:

By:

Title:

Title: