



ANNEX 1

TERMS OF BUSINESS

Definitions

In these Terms of Business:

“Affiliate” means any entity that directly or indirectly controls, or is controlled by, the Client, or is with the Client under the common control of another entity, whether directly or indirectly.

“Agreement” means the agreement between the Company and the Client for or concerning the provision of Services and includes these Terms of Business.

“Applicant” means any applicant or candidate introduced to the Client by the Company.

“Client” means the entity named as client in the relevant Agreement.

“Client Recruiter” has the meaning given to it in Clause 3.7.

“Company” means Trident Partners Global Pte. Ltd., acting as an employment agency.

“Confidential Information” means any information concerning either party and relating to its business methods, plans, systems, finances or projects, its trade secrets, intellectual property, products or services, or any other information which is expressly described as confidential but excluding in all cases any information relating to one party which has been obtained by the other party other than through a breach of Clause 6 below.

“Engagement” means any engagement, employment, or use of an Applicant by the Client or by any Affiliate, whether under a contract of employment, contract for services, or any other basis, and whether temporary or permanent. **“Engage”** or **“Engaged”** shall be interpreted accordingly.

“Instruction” means information provided by the Client Recruiter about the Engagement, the Salary or requirements concerning Applicant’s qualifications or experience. Instruction, upon being accepted by the Company, shall be an integral part of the Agreement.

“Introduction Fee” means the fee referred to in Clause 5 below, plus GST and all local taxes. If any withholding tax is levied on the Fee, then the Client shall increase the sums paid to the Company so that the amount received by the Company after the withholding tax is deducted, is the full amount the Company would have received if no withholding or deduction had been made.

“Retained Search” means where the Client has engaged the Company exclusively to fill a particular role, the Client agrees to pay a portion of the Introduction Fee as retainer to initiate the recruitment search.

“Retainer Fee” has the meaning given to it in Clause 5.2.

“Salary” means in respect of the first 12 months of an Engagement, the basic gross remuneration of the Applicant, Plus the STI (short term incentive)

“Services” means the introduction of Applicants to the Client to fulfill the Instruction and all activities of the Company in relation thereto.



“Cancellation” means where the company has been retained and the Client decides for whatever reason to cancel, postpone, or change the “Position”, and if the Company by that time has already spent time in relation to the search, the Client will pay the Recruiting Firm a fee calculated at 50% of the Placement Fee to compensate for each of the searches performed.

1. General Provisions

- 1.1. All Agreement entered by the Company with the Client is subject to these Terms of Business and in the event of any conflict with any other terms, these Terms of Business shall prevail.
- 1.2. No modification or change to these Terms of Business will be valid unless made in writing and signed on behalf of the Company and the Client by an authorized representative of each party.
- 1.3. The construction, validity and performance of the Agreement and all non-contractual obligations arising from or connected with the Agreement shall be governed in all respects by the laws of the Republic of Singapore and the parties hereto submit to the exclusive jurisdiction of the courts of the Republic of Singapore over any claim or matter (including any non-contractual claim) arising under or in connection with the Agreement.

2. The Company’s Obligations and Liability

- 2.1. The Company agrees to provide Services to the Client on the following terms:
 - (a) Always ensure that the Company is compliant with any applicable laws and regulations and possesses the requisite authorizations, accreditations and/or licenses to provide the requisite services to the Client.
 - (b) Exercise due care and skill and in a manner consistent with the highest standards prevailing in the recruitment industry.
 - (c) Not to use any Client or Affiliate business name, trademark, or logo in any way without the Client’s prior written approval of each such use.
 - (d) Once the Company receives an Instruction, it shall discuss it with the Client and accept or reject it. By accepting an Instruction, the Company shall be obliged to provide the Services in accordance with the requirements set forth in the Instruction.
 - (e) Interview Applicants prior to submitting them to the Client, brief them on the Client’s offering including remuneration structure, benefits, the role, and business unit.
 - (f) Ensure that each Applicant is properly briefed, understands, and complies with the Client’s background checking requirements and any other guidelines and policies as advised to the Company; and holds any necessary licenses, visa, and passport clearances necessary to properly and lawfully be employed by the Client in the role proposed by the Company.
 - (g) Ensure that each Applicant is not bound by any prior contract, undertaking, commitment or other obligation which prevents him/her from being employed by the Client and being able to fully and completely perform the duties contemplated by the role for which he/she is employed, nor in fulfilling such duties, will the Applicant be breaching any duty of confidentiality to any persons, including without limitation, any previous employers, or principals.



- (h) Within a time schedule set forth in the Instruction to conduct a search, and provide the Client with the following information:
- (i) Applicant's current resume.
 - (ii) Original or certified copy of Academic transcripts (if applicable).
 - (iii) Residency status – (including visa restrictions).
 - (iv) Location.
 - (v) Availability for interview.
 - (vi) Reference checking at the agreed stage of the process.
 - (vii) Notice period Applicant is required to give (where applicable).
 - (viii) Salary package expectations including base salary.
 - (ix) Planned holidays or study leave.
- 2.2. The Company takes pride in its careful selection of Applicants and will ensure that Applicants have the experience and qualifications which are required by the Client for the position(s) that the Client wishes to fill, including through gathering and providing the information detailed in Section 3.1.(h) above, on the timelines set forth therein.
- 2.3. The Company shall have no liability to the Client in respect of:
- (a) the suitability, character, integrity, reliability, or competence of any Applicant;
 - (b) in contract or in tort for any loss or damage to property or for loss of profits and consequential loss;
 - (c) for any injury to persons arising directly or indirectly from any act or omission of any Applicant even if such act or omission be negligent or willful;
 - (d) any liability arising out of or in relation to all statute or other legal requirements (including without limitation health and safety requirements) to which the Client is ordinarily subject in relation to the Client's own staff; or
 - (e) any liability arising from the negligence, dishonesty, misconduct, or lack of skills on the part of any Applicant.
- 2.4. The Company will not enter contracts with Applicants on behalf of the Client.
- 2.5. The Company will advertise for positions with the Client only on such terms as shall be agreed in writing from time to time between the Company and the Client. The Company will exclude information in relation to salaries or salary bands in any advertising, where such advertisements identify the Client or Affiliate as the employer or include any information from which the candidate could reasonably deduce that the Client or the Affiliate is the employer, without obtaining prior written approval from the Client.
- 2.6. For twelve months after the Company receives payment at the conclusion of a search, the Company will not approach or head hunt any of the Client's employees.



2.7. In order to ensure that the Company's services are used appropriately and effectively, only members of the Client's Human Resources Recruiting Staff ("Client recruiter") are authorized to appoint the Company to conduct a search. A Client recruiter will contact the Company when its Services are desired on a given search. Submissions of resumes/CVs that are made without consent from the Client recruiter to accept the Company's assistance will become property of Client and no fees will be paid to the Company. No direct contact with the Client's operating departments should be initiated or received by the Company without prior approval from the Client recruiter.

3.8. During the search, should resumes be received by the client, this should be redirected to the recruiter, as Trident Partners Global will use their network on this search and may reach others by word of mouth, therefore they may approach direct.

3. Obligations of the Client

3.1. The Client shall provide the Company with all information which is reasonably required for the Company to seek and introduce Applicants. The Client shall use reasonable endeavours to ensure that such information is complete, accurate and up to date. The Client shall ensure that information provided to the Company does not contain any material which could be regarded as offensive, indecent, illegal, dishonest, untruthful, or defamatory.

3.2. The Client shall pay the Company the Introduction Fee set out in Clause 5 below.

3.3. The Client shall ensure that information provided to the Company does not contain any material which infringes the rights of any third parties (including, but not limited to, intellectual property rights)

3.4. The Client shall bear exclusive responsibility for obtaining work and other permits and arranging medical examinations/investigations.

3.5. In conducting reference checks, it is the practice of the Company to speak directly to individuals who have been able to evaluate the professional competency, behaviour and performance of the Applicant. It is requested that the Client does not conduct a reference check of the Applicant without prior discussion with the Company.

3.6. The Client shall notify the Company of any Engagement of an Applicant by the Client or any Affiliate in writing within seven days of any offer of Engagement or the commencement of the Engagement, whichever is the later.

3.7. The Client shall not seek to Engage any member of the Company's staff, but if any such member of staff accepts any Engagement on any terms from the Client or Affiliate, the Client shall pay an Introduction Fee as if such member of staff were an Applicant.

3.8. The Client will act in good faith when deciding to Engage an Applicant, however, the Engagement shall be at the Client's own discretion. The Client is not obliged to Engage the Applicant introduced by the Company in any circumstances.

4. Fees. 22.5% of the "Salary"

4.1. The Client shall pay the Company an Introduction Fee in respect of any Applicant who is Engaged by the Client or any Affiliate in any part of the world within 12 months of being introduced by the Company to the Client or the Affiliate. (The Company does not fill part-time / short term positions in the normal course of business, if this was specifically requested by the client the Company's fee would be based on a full-time salary, at the standard percentage).



- (a) **1st Installment:** 25% of the fee (“**Retainer Fee**”) shall be invoiced at the start of the recruitment search and payable within 45 days from the date of invoice submission; and
- (b) **2nd Installment:** 75% of the final fee shall be invoiced upon Engagement of an Applicant and payable within 45 days from the date of invoice submission.

(c) Unless otherwise agreed, the Retainer Fee shall be credited to Client to use for another Retained Search (or other search as agreed) if this Agreement is terminated before the Engagement of an Applicant or if an Engagement of an Applicant does not occur within the terms set forth in Instruction.

- 4.2. Payment of the Introduction Fee shall be made in Payment Currency by telegraphic transfer to the Bank Account.
- 4.3. Subject to the Client’s prior approval, Client shall additionally be liable for all out-of-pocket expenses incurred by the Company in relation to each Applicant, together with the Applicant’s travel fees, and these shall be payable within 7 days of invoice. The Company shall seek the Client’s approval for all out-of-pocket expenses prior to incurring them.
- 4.4. Where the Company has been engaged by the Client on a search for any role, the Introduction Fee shall be payable in relation to the Engagement by the Client or any Affiliate of any candidate to fill the role, whether introduced by the Recruiting Firm or otherwise, if such Engagement commences within 12 months of the start of the search. For this purpose, “Engagement” shall be understood to mean the acceptance and signing by a candidate not currently employed by the Client of the Client’s offer of employment for the agreed role.
- 4.5. If the Applicant’s Engagement terminates within 6 months after its commencement, then the Client shall not be entitled to any refund of Introduction Fee, which shall be payable in any event. However, the Company shall provide one replacement candidate for the position in hand, during a period of 3 months from the date of termination, at no additional charge, provided that the Client notifies the Company in writing within 7 days of the termination and has paid the Introduction Fee in full.
- 4.6. Interest shall accrue on all unpaid fees at the cumulative rate of 2% per month.

5. **Confidentiality**

- 5.1. Each party undertakes that, except as authorised in writing by the other party, it shall always keep confidential all Confidential Information, and not disclose or use it, or allow it to be disclosed or used, for any purpose other than as contemplated by and subject to these Terms of Business, unless required by any governmental or other authority or regulatory body. The provisions of this Clause 6 shall continue in force in accordance with their terms, notwithstanding the termination of these Terms of Business or the termination of any business relationship between the Company and the Client for any reason.
- 5.2. Introductions made by the Company are strictly confidential. If the Client passes on an introduction to a third party even if the Applicant is not subsequently Engaged, the Client will become liable to pay an Introduction Fee as if the Applicant had been Engaged.

6. **Data Protection**

Each party shall comply with all requirements under applicable law, including the Personal Data Protection Act 2012 of Singapore (“**PDPA**”), in relation to the collection, use, disclosure, processing, storage and transfer of any Personal Data (as defined under the PDPA) pursuant to these Terms of Business.



7. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations under these Terms of Business where such failure or delay results from any cause that is beyond its reasonable control (a **“Force Majeure Event”**). Force Majeure Events include acts of God, civil commotion, riots, lockouts, compliance with any intervention or action by any governmental authority or any event outside our reasonable control. The parties shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of their obligations.

8. Termination

8.1. The Agreement shall terminate upon the completion of the obligations of the Parties under this Agreement.

8.2. The Agreement may be terminated upon the occurrence of the following events:

- (a) The Parties mutually agree to early terminate the Agreement;
- (b) Either Party unilaterally terminates the Agreement by serving the other Party 30 days written notice;
- (c) The Client, at its own discretion, terminate the Agreement if there is any event of default; or
- (d) The Company, at its own discretion, terminate the Agreement if there is any event of default.

8.3. Legal consequences of termination of this Agreement:

- (a) In the event of termination under Clause 10.2.(a), the rights and obligations of the Parties shall be mutually agreed by the Parties.
- (b) In the event of termination under Clause 10.2.(b), neither Party will be liable to the other for damages of any type solely because of terminating the Agreement.