



Client:

CtrlShift Malaysia Sdn Bhd
D2-3-1, Solaris Dutamas, No.1, Jalan Dutamas 1, 50480
Kuala Lumpur, Malaysia.

Date:

July 28, 2016

We are pleased to include our contingency terms of engagement and terms of business (TOB) for your company.

Our commitment to you is to identify, interview, and secure the best talent in the market, using the most applicable and effective sourcing methods possible.

Our fee for this service is 18%. All fees are expressed as a percentage of the anticipated fixed total of the first 12 months' gross remuneration package.

In the event that the Candidate is dismissed by the Client for cause or leaves within 90 days of the commencement date, JB HIRED will provide a full or partial refund of the service fee according to the following scale:

- i. 0-30 days: 100% refund,
- ii. 31-60 days: 50% refund,
- iii. 61-90 days: 20% refund,

provided that:

- i. JB HIRED has received payment of all invoices within 30 days of the date of invoicing; and
- ii. JB HIRED receives written notification from the Client of the termination of the Candidate's employment or engagement within 7 days of such termination; and
- iii. The termination is not due to redundancy.

Payment of our invoice will be within 30 days of the issuing date of the invoice, which will be raised on the first day is signed.

If our candidate is subsequently hired within 12 months of initial presentation our fee is also payable.

Our standard terms of business are below. These standard terms apply to all future positions until we receive written confirmation from you that you require us to change them. This avoids you signing terms of business each time we have a new position or campaign.



PART 1: SCALE OF FEES

1.1 As stated in letter of engagement

PART 2: DEFINITIONS, INTERPRETATION AND GENERAL

2.1 DEFINITIONS

"Candidate" means the individual (including any member of JB HIRED's own staff) introduced to the Client by JB HIRED for an Engagement. "Due Date" means the date by which a payment is expressed as due to be paid by the Client to JB HIRED. "Engagement" means the utilization of the Candidate by the Client, directly or indirectly, whether under a contract of service or for services, or in partnership or under a license or franchise agreement or otherwise, arising from an Introduction, Retained Assignment or otherwise. The term "indirectly" includes, without limit a situation where the Candidate's services are provided to any Person to whom the Candidate is referred by the Client. "Introduction" means the introduction to the Client by JB HIRED of a Candidate "Person" includes without limit, an individual, a firm, partnership or corporate body. "TOB" means these Terms of Business.

2.2 ACCEPTANCE

- (a) These TOB apply to all Introductions of Candidates for an Engagement (if any), and regulate the basis upon which Candidates are introduced by JB HIRED to the Client.
- (b) No variation may be made to these terms unless agreed in writing by a Director or Finance/Compliance Manager of JB HIRED.
- (c) These TOB are deemed to be accepted by the Client and are deemed to commence from the date of signing by the Client, or from the first date of the interview or request for details by the Client of a Candidate, whichever is the earliest.

2.3 ADDITIONAL AND IMPLIED TERMS

- (a) These TOB, subject to any variation as provided under clause 2.2(b) (and in the case of an Assignment the terms agreed in respect of such Assignment also), comprise all of the terms, representations and warranties between the parties and supersede all prior discussions and agreements.
- (b) All implied terms, conditions or warranties are excluded from this agreement to the fullest extent permitted by law.
- (c) All representations, warranties, commitments or variations made by a JB HIRED representative must be first authorized in writing by a Director or Finance/Compliance Manager of JB HIRED. JB HIRED shall not be bound by any unauthorized statement.

2.4 GOVERNING LAW



(a) These TOB are governed by and construed in accordance with the laws of Singapore, and all involved parties submit to the exclusive jurisdiction of the Singapore courts. The parties agree that the TOB are deemed to have been made and agreed upon.

(b) These Terms and Conditions are binding on, and for the benefit of, the successors of the Client and the successors and assigns of JB HIRED.

PART 3: PERMANENT PLACEMENTS

3.1 LIABILITY

(a) When introducing Candidates to the Client JB HIRED gives no warranty for any Candidate's suitability or for the accuracy of information obtained from either the Candidate or from any other person in connection with the Candidate.

(b) The Client accepts and acknowledges that it has absolute discretion as to the employment or Engagement of a Candidate, and shall satisfy itself as to the suitability of any Candidate prior to an Engagement. The Client shall be responsible for following up any references (including the confirmation of any professional or academic qualifications), for arranging all medical examinations and investigations and for obtaining any work and other permits and complying with any other requirements by law.

(c) Any Candidate's reference (or information relating to a reference) that JB HIRED may provide during the recruitment at any time thereafter, is provided without liability and in strict confidence for the Client's information only. The Client agrees not to disclose such information to any other person or use it for any other purpose.

(d) JB HIRED will not be liable for any misleading statements or misrepresentations made by or on behalf of the Candidate or by any referee or former employer of the Candidate.

(e) JB HIRED shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the recruitment or Engagement of any Candidate, howsoever arising, or resulting from the acts or omissions of a Candidate, or from any delay or failure by JB HIRED to refer a Candidate to the Client.

(f) The Client indemnifies JB HIRED against any loss, damage or expenses suffered by JB HIRED arising from the client's breach of these TOB,

(g) The provisions of this clause continue to bind the parties after these TOB have ceased to apply.

3.2 PAYMENT

(a) The Client shall pay a fee calculated in accordance with these TOB. The Client agrees to pay interest on any amount invoiced by JB HIRED that not paid by the Due Date, calculated on a daily basis at 5% per annum, on the unpaid amount.



(b) The Client agrees to pay any costs incurred by JB HIRED in respect of enforcement or attempted enforcement of payment of the fees and charges. A claim or dispute raised by the Client does not entitle the Client to set off against, or withhold payment of, any money owed to JB HIRED.

3.3 CLIENT-PAID SERVICE

(a) Where the Client explicitly briefs JB HIRED to provide services outside the scope of our in-house capabilities such as advertising and psychometric testing, such services shall be charged to the Client in addition to JB HIRED's fee.

3.4 NATURE OF RELATIONSHIP BETWEEN CLIENT AND CANDIDATE

(a) The parties acknowledge that if a Candidate is employed by the Client, the Client becomes the employer of the Candidate and will be responsible for complying with all Legislation. If the Client enters into an independent contract agreement with the Candidate, the Client will be responsible for any contractual obligations or liabilities arising under any such agreement.

3.5 CONFIDENTIALITY

(a) JB HIRED will keep confidential all information imparted to it by the Client, which relates to the business of the Client and which the Client declares is confidential. All information in respect of a Candidate is confidential information imparted to the Client for the sole purpose of enabling the Client to determine whether the Candidate is suitable. The Client will keep such information confidential and will not use it for any other purpose.

3.6 DURATION OF CONTRACT

This contract may be terminated at any time with one month's written notice by either party except where the terms of engagement signed by both parties state otherwise. If there has been a material breach of these terms of business by either party this contract may be terminated immediately.

Thank you for the opportunity to work with you as a partner and we look forward to a successful completion. As an indication of your acceptance please sign and return this engagement letter to us.



..... SIGNED FOR AND ON BEHALF OF THE CLIENT:

Full Name:

Position:

Company Name:

X

.....SIGNED FOR AND ON BEHALF OF JB HIREDPTE LTD.

Full Name: Mr. William Twining

Position: CEO

Tel: + 66 925637495

E-mail: bill.twining@jbHIRED.com

X

