



**Client:**

SENDIT (THAILAND) CO., LTD.  
75/30, Richmond Office Building (Level 12),  
Soi Sukhumvit 26, Khlong Tan,  
Khlong Toei, Bangkok 10110

**Date:**

December 11, 2015

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 first years gross annual remuneration package including bonuses, profit share, car allowances or cash alternatives or accommodation allowances if provided. The provision of a car is valued at THB 300,000 additional annual remuneration.

In the event that the Candidate is dismissed by the Client for cause or leaves within 89 days of the commencement date, JB MONSTER will provide one free replacement provided that:

- i. JB MONSTER has received payment of all invoices within 30 days of the date of invoicing; and
- ii. JB MONSTER 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; and
- iv. The Client uses JB MONSTER exclusively for the purpose of finding a replacement for a minimum period of 90 days from the date of termination ("the exclusive period") and does not cause unreasonable delay in the any process during the exclusive period.

Where a replacement is necessary (and due under the TOB), any difference in the salary and full remuneration package for the replacement (if higher than the original placement only) will result in a proportionate additional fee being due within 7 days of the commencement of the replacement's employment at the same rate.

Payment of our invoice will be within 30 days of the date of the invoice and the invoice will be raised as soon as the engagement agreement 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 MONSTER's own staff) introduced to the Client by JB MONSTER for an Engagement. "Due Date" means the date by which a payment is expressed as due to be paid by the Client to JB MONSTER. "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 MONSTER 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 MONSTER 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 MONSTER.

(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 MONSTER representative must be first authorized in writing by a Director or Finance/Compliance Manager of JB MONSTER. JB MONSTER 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 by the parties in Thailand



(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 MONSTER.

### PART 3: PERMANENT PLACEMENTS

#### 3.1 LIABILITY

(a) When introducing Candidates to the Client JB MONSTER 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 MONSTER 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 MONSTER 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 MONSTER 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 MONSTER to refer a Candidate to the Client.

(f) The Client indemnifies JB MONSTER against any loss, damage or expenses suffered by JB MONSTER 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 MONSTER 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 MONSTER 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 MONSTER.



### 3.3 CLIENT-PAID SERVICE

(a) Where the Client briefs JB MONSTER to provide services such as advertising, psychometric testing, and background check, such services shall be charged to the Client in addition to JB MONSTER'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 MONSTER 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

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.....SIGNED FOR AND ON BEHALF OF JB MONSTER PTE LTD.

Full Name: Mr. William Twining

Position: CEO

E-mail: bill.twining@jbmonster.com

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