

# Wecruit Integrated Service Agreement

**Date    2023**

Category	Client ("Party A")	Service Provider ("Party B")
Company Name (Group Name)	*****	PT. Chrombit Digital Lab (Billing service provider partner of Wecruit Co.Ltd in Indonesia)
Business Address	*****	Graha Inti Fauzi 4 <sup>th</sup> floor, Jl. Warung Buncit Raya No.22, RT.2/RW.7, Pejaten Barat, Kec. Pasar Minggu, Kota Jakarta Selatan, DKI Jakarta, 12510, Indonesia
Representative	*****	Lee Choongsil

# I. Talent Verification (CHECKER)

<Name of Client Company> ("Party A") and PT. CHROMBIT DIGITAL LAB (Billing service providing partner of WECRUIT Co., Ltd in Indonesia) ("Party B") accept the following terms and conditions and agree to perform obligations expressed hereby in compliance with good faith principle.

## Chapter 1. General

### Article 1. (Purpose)

This Contract defines the parameter of obligations and duties of "Party A" and "Party B" arising out of this Contract in using Party B's Reference Check Automated Solution CHECKER service by "Party A" to hire high-quality candidates.

### Article 2. (Definition of Service)

Service contracted between "Party A" and "Party B" is as follows.

Name of Service	Content of Service
CHECKER	<ul style="list-style-type: none"> <li>Provision of comprehensive report derived from the verification of work capability and ethics of candidates using reference check automation solution called 'CHECKER' to hire a high-quality candidate by the "Party B"</li> <li>"Project" refers to the creation (registration) of candidate subject to reference check service</li> </ul>

### Article 3. (Matters Pertaining to the Service)

- ① "Party B" provides the Solution and various related services diligently to ensure that "Party A" receives the reference check service smoothly.
- ② "Party A" may determine each project's detailed categories and conditions differently, and the "Party A" selects and decides such details for each project. "Party B" shall provide the Solution that automatically reflects the parameters defined by the "Party A".
- ③ In the case of additional talent verification, "Party A" shall provide to the "Party B" information regarding the job, candidate, and otherwise.
- ④ "Party B" shall use personal information collected for the purpose of this Contract legally in compliance with the applicable laws.

### Article 4. (Contract Period)

Contract is considered in effect from the time of the "Party A" signing up for this service. The Contract is considered terminated at the time of the "Party A" canceling their account from this service. This, however, does not impact the rights and obligations pertaining to the project in progress.

### Article 5. (Reference Check Service Fee Payment)

- ① Fees for one project will be assessed at the time of the project creation based on the fee schedule mutually

agreed upon and detailed in Appendix 1.

- ② When "Party A" requests additional talent verification by "Party B", the service fee separately agreed upon precedes other fee schedules. In the absence of separate agreements, the fee is determined based on the fee schedule posted on the system.
- ③ The service fee is paid by "Party A" using direct electronic transfer to the Party B's bank. In cases where the Parties agree to use a service where payment time and conditions are determined by a third party ("Escrow
- ④ The payment of service fees shall occur within 30 days from the issuance date of a tax receipt and by "Party A" transferring the fee to the Party B. The timing of payment transfer may be adjusted upon mutual agreement.

#### **Article 6. (Guarantee)**

- ① "Party B" guarantees that candidate information verified by additional talent verification (reference check, history check) is true and without exaggeration.
- ② "Party A" may request re-verification from the "Party B" without additional fees in cases of false or exaggerated information found in the candidate report generated by additional talent verification by the "Party B".
- ③ "Party B" is not legally liable, civil or criminal, for verification not conducted by the "Party B" or imputable reference checks.

### **Chapter 2. Service Management Policy**

#### **Article 7. (Prohibition of Damaging Original)**

"Party A" may use the editing function in the report when necessary. However, "Party B" is not legally liable for the damages to the original response by the referee.

#### **Article 8. Agreement Procedure by Candidate for Additional Talent Verification**

If "Party A" conducts additional talent verification without delegating the task to "Party B", the "Party A" shall obtain prior approval from the candidate. The "Party B" is not liable for legal suits, disputes, or proceedings arising out of projects arbitrarily conducted by the "Party A" without seeking prior agreement from the candidate.

#### **Article 9. (Prohibition of Registering or Providing False Information)**

- ① "Party A" must register truthful, factual, and accurate information of the project in compliance with good faith principle.
- ② Should "Party A" request additional talent verification by the "Party B", the "Party A" shall provide accurate information about the project (candidate) to the "Party B".

### **Chapter 3. Miscellany**

**Article 10. (Other Service Operation Policy)**

"Party A" may be limited in its use of the service in the following cases.

- ① Where reasons for Contract termination stated in Article 13-1 is applicable
- ② Where Party A violated or intended to violate the intellectual property of this Service
- ③ Where Party A significantly neglects to cooperate in compliance with good faith principle

**Article 11. (Confidentiality)**

- ① "Party A" and "Party B" shall not disclose information obtained through this Contract to a third party and must take every measure to prevent a breach of information.
- ② "Party B" shall not use personal information of candidates obtained in the performance of this Contract for purposes other than this Service.
- ③ "Party A" shall not transmit proprietary secrets or personal information of the Party B's personnel obtained through this Contract without the permission of the persons.

**Article 12. (Modification of the Contract)**

- ① Should the Contract need modification in part or revision, "Party B" shall notify the "Party A" of the specifics of the intended modification, and the "Party A" may request the termination of the Contract within 30 days of receiving the notification. "Party A" who fails to express the intent to terminate the Contract within 30 days and remain as members are deemed to have accepted the Contract modifications made by the "Party B".
- ② In cases where the "Party A" expresses the intent to terminate the Contract per Article 12-1, and there is a project (candidate) for reference checks in progress, the intent to terminate does not impact the progress of the project, and the Contract before modification is applied to the project.
- ③ If modification of the Contract in part or revision is necessary, "Party A" and "Party B" may modify or revise the Contract upon mutual agreement, and the mutually agreed modifications or revisions precedes this Contract.

**Article 13. (Termination of the Contract)**

- ① "Party A" and "Party B" may terminate the Contract in part or in whole when one of the following cases is applicable.
  1. Where false or third-party identity was used or when using the service based on false information
  2. When a Party breaches Article 11 and violates confidentiality
  3. When "Party A" significantly neglects to cooperate with Party B's performance of obligations in compliance with good faith principle
  4. Where false information or inappropriate transactions occurred in the performance of the Contract obligations, with the exception of cases where it was impossible for the "Party B" to know about false information entered into the system by the "Party A"
  5. When dissolution, bankruptcy, receivership or otherwise procedure is initiated
  6. In the case of bankruptcy of the issued checks or promissory notes, or the cessation of transaction order by financial institutions

7. In cases of disposition of default, conservative measure, compulsory execution, or otherwise against major assets (contract amount or otherwise)
  8. When a Party violates the Contract or other significant circumstances impedes the continuance of this Contract
- ① The termination of the Contract is effective at the time of intent received by the other Party.
  - ③ The termination or dissolution of this Contract does not affect the claim for indemnification.

**Article 14. Indemnification**

- ① If damages are caused by the faults of a Party in violation of the Contract, the Party at fault is liable for all damages to the other Party
- ② "Party B" is not liable for damages caused by a failure to provide services or otherwise to the "Party A" for reasons of natural disasters or force majeure.

**Article 15. General Agreements**

- ① "Party A" and "Party B" agree to provide services expressed in this Contract in compliance with good faith principle.
- ② Should the Parties differ in interpretation and performance of any matters not defined by this Contract, the Parties agree to determine the matter in writing and in mutual agreement following conventions and customs.

**Article 16. Dispute Resolution**

The Parties shall attempt to resolve any dispute out of or in connection with this Contract amicably through negotiations. Should legal remediation be required, the Parties agree to submit any suits, proceedings, or remediation to the jurisdiction of Jakarta Selatan Court.

## II. Headhunting Service Brokerage Platform (Hunters)

<Name of Client Company> (hereinafter referred to as the "Party A") and PT. Chrombit Digital Lab (hereinafter referred to as the "Party B") accept the following terms and conditions and agree to perform obligations expressed hereby in compliance with good faith principle.

### Article 1 (Purpose)

This agreement's purpose to provides that if the "party A" requests a headhunting or talent recommendation service to the "Party B", the "Party B" shall accordingly provide the Wecruit Asia Talent Recommendation (Hunters) service to the "Party A".

### Article 2 (Service Contents)

The services contracted by the "Party A" and "Party B" are as follows.

Service Name	Service Contents
Wecruit Hunters	<ul style="list-style-type: none"><li>- Talent recommendation project (* varies by project, automatically reflected in the system)</li><li>- Service fee and warranty conditions<ul style="list-style-type: none"><li>* Depends on the proposed commission rate and service guarantee conditions of the Recruiter selected by the "Party A" in the Wecruit Asia Hunters system. (* Depends on each project, automatically reflected in the system)</li><li>* The commission rate is applied on a VAT separate basis.</li></ul></li></ul>

### Article 3 (Contract Period)

The service contract period is valid from the moment the "Party A" sign up to the Wecruit Asia Hunters Service and automatically ends when the "Party A" withdraw the Service.

### Article 4 (Payment of service fees)

The "Party A" shall pay the service fee in full based on the fixed annual salary within 30 days from the date of receipt of the payment claim after the recruitment of the talent is confirmed in contracting of the "Party B's" Hunters Service. However, the date of payment of the service fee can be adjusted by mutual agreement.

### Article 5 (Payment Method of Service Fee)

- (1) The service fee is paid by the "Party A" to the "Party B's" bank to remit the talent recommendation service fee.

Account Holder: PT Chrombit Digital Lab

Bank: BCA – Santa

Account Number: 524-0373701

Currency: IDR

SWIFTCODE: CENAIJJA

- (2) If the recruitment agency (business or individual) (hereinafter referred to as the "Existing Recruitment Agency")

- (3) with which the "Party A" is already dealing with, succeeds in recommending talent using the Wecruit Asia Hunters service, the "Party A", either through the "Party B" or directly, should pay Talent recommendation service fees to the Existing Recruitment Agency.
- (4) The "Party B" shall not be liable for any legal liability in relation to the talent recommendation done by the existing recruitment agency.

**Article 6 (Confidentiality)**

The "Party A" and the "Party B" shall take every precautions not to disclose any information obtained through this Agreement to any parties outside this agreement. In addition, the "Party B" shall not disclose information that the "Party A" does not want to be disclosed to any other parties, nor may it be used for any other purpose.

**Article 7 (Employment Guarantee Period of Recruitment)**

If the hired personnel leave the company within the guarantee period, the "Party B" shall be obliged to fulfill the guarantee conditions according to the contract with the "Party A". However, if it is not due to the personnel reasons (voluntary resignation, lack of significant competence, false statement of career information, etc.), but due to reasons of the "Party A", such as layoff, unilateral termination of the contract, corporate bankruptcy, etc., the "Party B" is not obliged to fulfill the guarantee conditions.

**Article 8 (Prohibition of separate recruitment of recommended candidates)**

When a "Party A" receives a candidate recommendation from a "Headhunter" through the Wecruit system, for one year from the date of the first recommendation, the "Party A" shall not directly employ the recommended candidate in any other way than through the employment contract through the "headhunter".

If the "Party A" directly contacts the candidate recommended by "Party B" within one year from the date the candidate is recommended and concludes (recruited) an employment contract, "Party A" should pay the fee in accordance with the provisions of Article 5 of this Agreement to the "Party B".

Recommendation here refers to one or more of the following conditions:

- (1) When the "headhunter" enters all the candidates' mobile phone numbers on the Wecruit system and requests the disclosure of contact information, and the recommended candidate's contact information is exposed to the HR manager.
- (2) When the HR manager and the recommended candidate have face-to-face or non-face-to-face contact with each other

The claim that the "Party A" obtained the information of the recommended candidate before the "Headhunter" through a separate route, and the burden of proof for that claim lies with the "Party A". The "Headhunter" is obliged to manage and supervise whether or not the recommended candidate is hired during the promised period, and the "Headhunter" is responsible for proving any fraudulent recruitment from the candidate.

**Article 9 (Modification of Contract)**

If any part of this Agreement needs to be changed or modified, the "Party A" and the "Party B" may mutually negotiate

to change or modify the contents of the Agreement in writing.

**Article 10 (Termination of Contract)**

The "Party A" and the "Party B" may terminate the Contract in whole or in part in any of the following cases:

- (1) When the "Party B" fails to maintain confidentiality in the performance of his or her duties.
- (2) When the "Party B" significantly fails to cooperate with the "Party A" in accordance with the principle of good faith with respect to the performance of the contract.

**Article 11 (General Agreements)**

- (1) The "Party B" shall do its best in providing services to the "Party A" in accordance with the principle of good faith.
- (2) If there is a difference of opinion in the interpretation and execution of matters not stipulated in this Agreement, it will be decided by written agreement between both parties in accordance with general commercial practices, and the decided contents have the same effect as this Agreement.

**Article 12 (Effect of Contract)**

- (1) The contents of the contract mutually agreed upon by the "Party A" and the "Party B" take precedence over this contract and the terms and conditions of the "Party B".
- (2) Matters not specified in this Agreement shall be subject to the terms and conditions of the "Party B".

**Article 13 (Settlement of Disputes and Agreement Guarantee)**

- (1) In the event of a dispute, the matter shall be settled by mutual agreement, but nevertheless, if a legal dispute arises between the parties, the Jakarta Selatan Court shall be the exclusive jurisdictional court.
- (2) This contract is prepared in two copies and keep one copy each after both parties have signed and sealed.