

\${ACCOUNT_NAME}

\${ACCOUNT_BILLING_ADDRESS}

\${SG_CURRENT_LOCATION}, May 6, 2014

Ref.: Framework agreement for recruitment services

Dear **\${CONTACT_Gender_Name}**,

we would like to thank you for choosing Direct HR as your preferred recruitment service provider.

With this service agreement we would like to confirm the service framework to recruit staff for **\${ACCOUNT_NAME}**.

To initiate this agreement, please return the signed Service Agreement Confirmation (p. 4).

Please do not hesitate to contact us, if you have any questions or remarks.

With best regards

James Huang

Direct HR (Ningbo) Co., Ltd.

Attachments:

+ Service Agreement Confirmation

+ Terms and Conditions

\${ACCOUNT_NAME_CN}

\${ACCOUNT_BILLING_ADDRESS_CN}

\${SG_CURRENT_LOCATION_CN}, \${CURRENT_DATE_YEAR}年\${CURRENT_DATE_MONTH}月\${CURRENT_DATE_DAY}日

参照：招聘服务框架协议

尊敬的\${CONTACT_Gender_Name_CN}，

感谢您选择德瑞作为您的招聘服务供应商，我们希望通过此服务协议确认为\${ACCOUNT_NAME_CN}提供招聘服务的框架内容。

敬请签署后回传为荷。

如您有任何建议或疑问，请告知。

祝商祺

黄琼

宁波高新区德瑞人力资源有限公司

附件:

+ 订单确认

+ 条款与条件

Service Agreement Confirmation

\${ACCOUNT_NAME}

\${ACCOUNT_BILLING_ADDRESS}

\${SG_CURRENT_LOCATION}, May 6, 2014

Herewith we confirm the service framework to recruit staff for **\${ACCOUNT_NAME}**. This Agreement is entered into on **May 6, 2014** by and between

\${ACCOUNT_NAME} represented by **\${CONTACT_Gender_FullName}** (the "Client"), with principal place of business in **\${ACCOUNT_BILLING_ADDRESS_ONELINE}**

and

Direct HR (Ningbo) Co., Ltd. represented by **Mr. James Huang** (the "Supplier"), with principal place of business in **No. 501 Dongqing Road, Hi-Tech Park, Ningbo, China.**

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below. Furthermore, both parties confirm that they have received, acknowledged and agree to the underlying terms and conditions.

订单确认

\${ACCOUNT_NAME_CN}

\${ACCOUNT_BILLING_ADDRESS_CN}

\${SG_CURRENT_LOCATION_CN}, \${CURRENT_DATE_YEAR}年\${CURRENT_DATE_MONTH}月\$
 \${CURRENT_DATE_DAY}日

我方在此确认为 \${ACCOUNT_NAME_CN} 提供招聘服务的框架内容。本协议于 \${CURRENT_DATE_YEAR}年\$
 \${CURRENT_DATE_MONTH}月\${CURRENT_DATE_DAY}日由以下两方订立

\${ACCOUNT_NAME_CN}, 代表人为 \${CONTACT_NAME_CN} (客户方), 主要经营场所为
 \${ACCOUNT_BILLING_ADDRESS_ONELINE_CN}

和

宁波高新区德瑞人力资源有限公司代表人为黄琼 (供应方), 主要经营场所为宁波高新区冬青路 501 号。

此日双方以如下各自授权代表之签名为准, 确认并将履行相应的合同义务。此外, 双方以此确认已收到, 承认
 并同意以下条款和条件。

On behalf of the Client / 客户代表

On behalf of the Supplier / 供应商代表

\${CONTACT_Gender_FullName} / \$
 \${CONTACT_NAME_CN}

Mr. James Huang / 黄琼

Signature / 签字:

Signature / 签字:

Location / 签订地:

Location / 签订地:

宁波高新区冬青路 501 号

Date / 日期:

Date / 日期:

Terms and Conditions

1 Offer and Agreement

- 1 These terms and conditions of business are between Direct HR (Ningbo) Co., Ltd. ("Direct HR") and the Client.
- 2 The Client is defined as the company utilizing the services of Direct HR.
- 3 The candidate is the person introduced by Direct HR to the Client as the job applicant.
- 4 All business undertaken by Direct HR on behalf of the Client is subject to these terms and conditions unless specifically varied by written agreement between Direct HR and the Client.
- 5 If any provision of these Terms and Conditions is null and void or annulled, the other provisions herein shall remain in full force.
- 6 Recruitment services are defined as the attraction and selection of candidates on behalf of the Client with the objective to come to a work agreement under which the candidate is hired for a position as agreed on between Client and Direct HR.
- 7 An appointment takes place once the Client offers employment, whether on a permanent, temporary or other basis, to the candidate and the candidate accepts such employment. An appointment has to be confirmed in writing by the Client and the Candidate.

2 Order Confirmation and Fulfillment

- 1 An order for recruitment services starts with an order confirmation in writing.
- 2 Prior to initiating any search, Direct HR and the Client will confirm in writing whether a search is conducted as a Contingency Search or Retained Search. In the absence of such confirmation, the search will be conducted as a Contingency Search.
- 3 If an appointment of a candidate, whether on a permanent, temporary or other basis takes place within twelve months of the initial introduction or any subsequent re-introduction then such an appointment will be subject to these terms and conditions.
- 4 An introduction shall be deemed to have taken place upon the presentation of a candidate's details by Direct HR to the Client, whether or not the applicant was known previously by the Client. If the candidate was already previously known by the Client and has been approached by the Client for exactly the same job opportunity Direct HR has approached the candidate for, and the Client informs Direct HR in writing by providing the full name and email address of the candidate within 5 working days from the date of introduction, the introduction will not be valid.
- 5 The Client warrants the accuracy and completeness of the search profile, requirements, performance specifications and other data on which Direct HR bases its efforts and which have been stated by or on behalf of the Client to Direct HR.
- 6 Responsibility: Direct HR will use its best endeavors to ensure that all applicants submitted to the Client meet as far as possible the requirements of the vacancy. However, the final decision to engage any applicant shall always rest with the Client. Direct HR accepts no responsibility for the action of any candidate submitted to the Client.
- 7 For Contingency Search, Direct HR shall be given exclusivity with regards to positions acted upon on behalf of the client for a period of 4 weeks from the date an assignment starts.

3 Price and Payment

Candidate Remuneration	Contingency Search	Retained Search	
RMB 0 - 999,999	25% Subject to a minimum fee of RMB 30,000	25% Subject to a minimum fee of RMB 80,000 Payable in three separate installments:	
		Retainer	8%
		Shortlist	8%
		Completion	9%*
RMB 1,000,000 and above	28% Subject to a minimum fee of RMB 30,000	28% Subject to a minimum fee of RMB 80,000 Payable in three separate installments:	
		Retainer	9%
		Shortlist	9%
		Completion	10%*

* or the balance of the total fee payable at completion

- 1 The Client shall pay a fee equal to the percentage of the first year's gross before-tax remuneration of the candidate as set out above, excluding Business Tax, VAT and other government taxes. The remuneration includes gross salary and all other benefits paid as cash, which includes guaranteed first year bonus and all other allowances including but not limited to housing allowance, and in the case of Sales positions 50% of the anticipated first year's sales commission and/or sales bonus.
- 2 The Client is obliged to advise Direct HR of the total remuneration offered to the candidate immediately an offer of employment has been made by the Client to the candidate.
- 3 If the Client decides not to proceed after a Candidate has accepted in writing any offer of employment made by the Client, the Client shall be liable to pay the relevant fees.
- 4 The Client shall notify Direct HR immediately when an appointment is made. Should the Client fail to advise Direct HR of the appointment within 7 days of the start date, a fee becomes payable of 40% of the anticipated first year's remuneration of the candidate.
- 5 A payment advice is payable within 14 days of the date of the payment advice. After having received payment, Direct HR will issue the official invoice (Fa Piao) to the client. For Contingency Search, Direct HR's fees become payable with the appointment of the candidate and should latest be received by Direct HR on the first working day of the candidate. For Retained Search, payment is received in three installments as set out above, each installment being non-refundable and payable at (i) commencement; (ii) on the provision of a shortlist; and (iii) the balance on the first working day of the candidate. The estimated fee is agreed upon before commencement of any Retained Search assignment. If the payment is not made within 14 days the Client shall be required to pay interest on the amount due at a rate of 5% above the HSBC Bank (China) base rate throughout the period of non-payment. If Direct HR incurs any legal costs as a result of non- or late payment of invoice, the Client will become liable to pay such costs.
- 6 Expenses that will be for the Client's account will not be incurred without the prior approval of the Client. Such expenses may include the costs of advertisements, travel and accommodation of candidates and consultants, and other related expenses.

4 Free Replacement and Guarantee

- 1 If the employment of a candidate terminates within 8 weeks of the commencement date of such employment Direct HR provides a guaranteed free replacement. The free replacement applies only to the relevant position and cannot be exchanged or transferred to another placement. No free replacement will be honored by Direct HR if:
 - the Client fails to notify Direct HR of the termination of employment in writing within 14 days of such termination.
 - the Client has failed to pay the invoice within 14 days of the date of the invoice.
 - the candidate is made redundant.
 - the cause of termination has no bearing upon the candidate's ability or integrity or character.

5 Confidential Information and Privacy

- 1 Each of the Parties warrants that all of the information received by the other party, which is known to be or should be known to be confidential in nature, shall remain secret, unless a legal obligation mandates disclosure of that information. The Party receiving the confidential information shall only use it for the purpose for which it has been provided. Information shall in any event be considered confidential if it is designated by either of the Parties as such.
- 2 Information relating to candidates is strictly confidential. If the Client passes on details of a candidate to a third party that results in an appointment of that candidate by the third party, the Client shall pay Direct HR a fee of 40% of the anticipated first year's remuneration of the candidate.

6 General Provisions

- 1 Modifications to Agreement: Amendments and Notices to this Agreement including any exhibit or appendix hereto shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.
- 2 Direct HR takes no responsibility for any loss, damage or delay caused by the candidate. The Client is responsible for ensuring the suitability and capability of a candidate for employment and for taking references to verify skills, qualifications, integrity, the necessity of any work permits and the satisfaction of any medical requirements.
- 3 Terms and conditions will remain valid continuously from the commencement date, unless this agreement is terminated by the Client or Direct HR by giving at least 30 days' notice in writing to the other party.
- 4 Designated representatives: Each party will designate a representative to receive and send materials, approvals, comments, invoices and other materials discussed in this agreement.
- 5 Applicable law: This Agreement will be governed by the laws of the PR China.
- 6 The parties shall endeavor to resolve any dispute or claim which may arise out of or in connection with this Agreement or the application, implementation, validity, breach or termination thereof through amicable consultations between them. If the dispute cannot be settled through consultation within a period of 30 days from the date of commencement of such consultation or any Party refuses to enter into or

persistently delays in entering into consultations, such dispute shall be finally and exclusively submitted to arbitration in Ningbo by the China International Economic and Trade Arbitration Commission (CIETAC) in accordance to its arbitration rules then in effect. The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly. The cost of arbitration shall be borne as specified by the arbitrators or in the arbitration award.

条款与条件

1. 报价与协议

- 1.1. 本商业条款与条件适用于宁波高新区德瑞人力资源有限公司(以下均称“德瑞”)及客户之间。
- 1.2. 凡选用德瑞所提供服务的公司均定义为客户。
- 1.3. 凡由德瑞推荐给客户的职位申请者均定义为候选人。
- 1.4. 一切由德瑞代表客户执行的商业行为必须服从本条款与条件，德瑞和客户之间另有明确书面协议约定的其他情况除外。
- 1.5. 本条款与条件中的任何一项或几项若无效或者终止，协定条款的其他规定将继续全权有效。
- 1.6. 招聘服务指在客户与德瑞之间协定的条件下，由德瑞代表客户进行候选人的吸引和筛选，以最终达到候选人根据劳动合同受聘担任某个特定职位的目标。
- 1.7. 一旦客户向候选人提出长期、临时或其他形式聘用的明确邀约，并且得到候选人的接受，即视为聘用开始生效。雇佣邀约须在客户和候选人均已书面确认的前提下方可生效。

2. 订单的确认与履行

- 2.1. 招聘服务订单的起始生效以书面的相应确认为准。
- 2.2. 招聘服务启动前，客户应书面向德瑞确认招聘服务为后付费或是预付费招聘方式。如未确认，则被视为后付费招聘方式。
- 2.3. 若自初次介绍起或任何随后的再次介绍起的十二个月之内，候选人的长期、临时或其他形式聘用生效，则该服务适用本条款与条件。
- 2.4. 无论职位申请者的信息之前是否为客户所已知，一旦德瑞将该候选人的详细资料提供给客户，则视为候选人介绍生效。如果客户在德瑞介绍该候选人给某一职位之前，就认识该候选人，或者就德瑞推荐给该候选人的同一职位联系过该候选人，并且在五个工作日内以书面形式向德瑞提交该候选人的全名和邮箱地址，则该候选人的介绍可视为无效。
- 2.5. 客户保证向德瑞所提供的岗位描述，要求，绩效说明和其他数据的准确性与完整性，这些信息由客户或由客户代表据实陈述，德瑞依据客户所提供的信息进行相应的推荐。
- 2.6. 责任：德瑞将尽其最大努力确保所有提交给客户的候选人在最大程度上满足客户的空缺职位要求。然而，最终是否聘用候选人的全部决定权在于客户。德瑞对任何提交给客户的候选人的行为不承担任何责任。
- 2.7. 对于后付费职位的招聘，自招聘任务开始日期起的四周内，德瑞即被客户指定为唯一招聘服务提供商为客户提供岗位招聘服务。

3. 价格与支付

候选人税前年收入	后付费招聘方式	预付费招聘方式	
RMB 0 – 999,999	25% 最低收费 RMB 30,000	25% 最低收费 RMB 80,000 款项分三期支付：	
		首款启动费用	8%
		候选人推荐费用	8%
		招聘完成费用	9%*
RMB 1,000,000 及以上	28% 最低收费 RMB 30,000	28% 最低收费 RMB 80,000 款项分三期支付：	
		首款启动费用	9%

		候选人推荐费用	9%
		招聘完成费用	10%*

* 招聘完成费用 = 总费用 – 已支付费用

- 3.1. 客户应按照如上表格所列候选人第一年税前年收入的百分比支付服务费，该费用不包括中介服务的增值税以及政府规定的其它附加税费。候选人的年收入总额是指包括工资总额和所有其他福利在内的现金收入，包括保证的第一年奖金和津贴（包括但不限于住房津贴），销售类职位包括第一年预计销售提成或奖金的 50%。
- 3.2. 一旦客户确认录用候选人，客户有义务立即告知德瑞其提供给候选人的年收入总额。
- 3.3. 候选人书面确认接受客户的聘用邀约后，客户决定不继续雇佣该候选人，客户有责任支付相关服务费用。
- 3.4. 一旦达成聘用协议，客户必须立即告知德瑞。如果自聘用开始起 7 天之后，客户还未告知德瑞，则应付费将为该候选人预期首年年收入总额的 40%。
- 3.5. 客户应在德瑞付款通知书开立的 14 天内支付费用。德瑞在确认收到全额款项后，开立正式发票给客户。对于后付费招聘方式，一旦客户聘用德瑞推荐的候选人，客户即应支付德瑞相应费用，客户应确保最迟在候选人上岗的第一天，德瑞收到相应款项。对于预付费招聘方式，费用如上表所示分三期支付，每期费用不可退还，三期费用分别于 1) 招聘开始，2) 提供候选人推荐名单，3) 余款在候选人上岗第一天支付。预付费招聘方式的预计费用应在招聘开始前由双方确认。如果客户未在 14 天内支付服务费，那么客户需要根据原应付总金额，比照汇丰银行（中国）当期基准利率再高出 5% 的利率支付未付阶段生成的利息。如若由于客户未付或延迟付款而造成德瑞需承担其他任何合法费用，客户将有责任支付该类费用。
- 3.6. 其他须客户支付的费用应事前得到客户批准，这类费用包括广告费用、候选人和招聘顾问的差旅及住宿费用以及其他相关费用。

4. 免费替换与保证

- 4.1. 自候选人被雇佣起 8 周内，若候选人的雇佣终止，德瑞保证将会提供免费替补候选人。免费替补候选人只适用于相应的职位，不得调换或转移至另一个职位。下列情况下，德瑞将不予提供免费替补候选人：
 - 客户没有在雇佣终止起 14 天内以书面形式告知德瑞该雇佣的终止。
 - 客户未在发票开票日起的 14 个工作日之内付清款项。
 - 候选人是被裁员的。
 - 雇佣终止的原因和候选人的能力，人品或性格无关。

5. 机密信息与隐私

- 5.1. 双方对另一方所接收的本质上已知或应知为保密的所有信息承担保密责任，除非法律义务上要求信息的公开。除信息提供的本身特定目的外，接收机密信息的一方不可将其用于其他目的。在任何情况下，凡是被其中任何一方指定为诸如机密性质的信息必须受到保密。
- 5.2. 一切关于候选人的信息必须严格保密。如果客户将候选人的信息转告于第三方，导致该候选人与第三方之间的雇佣关系，那么客户应向德瑞支付相当于该候选人的预期首年年薪的 40% 的费用。

6. 总则

- 6.1. 协议的修改：对本协议的任何修改和通告，包括一切附此的证明和附录，只有在书面形式的条件下，且均由双方授权代表签字，方可生效。
- 6.2. 德瑞对任何由候选人造成的损失，损坏或者延迟不承担任何责任。客户有责任确保最终候选人对相应岗位的适合性和能力性，并根据资料核实其技能、资格、诚信、必要的工作资质证明以及健康证明。
- 6.3. 除非客户或德瑞以书面形式提前 30 天通知另一方终止本协议，否则本协议从开始之日起将持续有效。
- 6.4. 指定代表：双方都必须指定一个代表以接收和传送材料，批准，意见，发票和协议中所提到的其他材料。
- 6.5. 适用法律：本协议将受中华人民共和国法律制约。

- 6.6. 对于任何因本协议产生的争议，双方都将尽最大努力通过友好协商方式解决。如自协商开始之日起 30 天内未能解决争议，或者任一方拒绝或者持续拖延友好协商进程的，该争议将提交中国国际经济贸易仲裁委员会在宁波仲裁。仲裁裁决为终局裁决，对双方都有约束力。仲裁费用根据仲裁员的要求或仲裁裁决承担。