

## **Recruitment & Executive Search Service Agreement**

**Candidate Introduction Terms considered agreed upon by interviewing or hiring a candidate introduced by First Global Direct by any method and for any reason unless otherwise agreed upon by a superseding agreement between introducer and receiving party referred to as "client" in this document.**

This Recruiting & Executive Search Services Agreement ("Agreement") is made and entered from the date of candidate submission for the reasons of consideration of employment (the "Effective Date") for candidates submitted for a mandated role, by request or any other reason by **First Global Direct Pte Ltd** (Company Registration No. 201408362k) of 14 Robinson Road, #08-01, Far East Finance Building, Singapore 048545 ("**FGD**").

This Agreement will remain in effect for a period of one (1) year from the Effective Date of introduction.

### **Engagement**

All introductions of candidates and their profiles to the Client are confidential and governed by the following terms and conditions and deemed agreed once a profile has been submitted manually or electronically or by any other means unless a superseding agreement has been made and agreed by FGD and the client.

### **Client Investment**

1. The fee structure is as follows:

- a) The Placement Fee is 25% of the hired candidate's annual base salary, with a minimum of USD \$20,000.00, whichever is higher. Guarantee Period: 1 month from the date of commencement of employment.

**Notes:** i) Withholding tax or any other local taxes incurred will be borne by the Client.

2. The fee is payable upon a successful candidate accepting and signing the Client's Offer letter and due for settlement within [14] days from the date of invoice. A 2% per month of total fee billed (excludes GST) shall be levied for late payment.
3. Candidate(s) that is/are introduced by FGD to the Client but not employed by the client should not be employed by the Client for a period of 12 months from the date of introduction to the Client unless the Client engages in the services of FGD. The Client agrees to compensate FGD based on the agreed rates for an assignment as set out in item 1 above if they make a contractual or employment offer to any candidate(s) introduced by FGD within the validity period of this Agreement.

4. FGD retains proprietary rights over the candidate's profile or resume in the following scenarios. Where FGD submits a candidate's profile to the Client and the same candidate's resume or profile is found to be in the Client's database from any other source/s (such as, but not limited to, direct employment application with the Client) but the Client has not made any contact with the said candidate from the time at which the Client obtains and retains the candidate's profile or resume.

#### **5. Fee and Replacement Guarantee**

If the candidate resigns within the guarantee period from the date of commencement of his/her employment as provided in Item 1 above, FGD agrees to offer the Client a replacement candidate. For the avoidance of doubt, payment fee for the placement of the (original) candidate must first be received in accordance with item 2 above before any replacement request by the Client is considered effective.

If the Client terminates the employment of the candidate, FGD will provide a one-time replacement of candidate at no additional investment from the Client provided that all invoices are paid and on the following conditions:

- The length of employment has not exceeded the guarantee period.
- The Client shall not engage the said candidate in any capacity (temporary associate, contract, permanent, consultant, secondment, etc.) whatsoever within 12 months of termination of employment.
- Termination was not due to major changes in the agreed job scope, changes in specification as stated in the job profile for the position that the candidate was hired for.
- Termination was not due to medical grounds, death or disability.
- Termination was not due to internal causes of the Client's organization such as hazardous workplace, safety conditions, health issues, harassment, discrimination and wrongful dismissal.
- Termination was not due to redundancy, retrenchment, closure of business, liquidation, bankruptcy, merger, acquisition and reorganization.

For the avoidance of doubt, FGD does not have the obligation to find a replacement candidate if the candidate is terminated after the guarantee period expires. The search for a replacement will cease in the event that the Client fails to select a replacement from our proposed replacement candidates after a period of 1 month from the date of departure of candidate. No refund shall be given in these circumstances.

All requests for replacements must be made in writing and received by FGD within 7 days from the candidate's notification of termination of employment or the Client's termination of the candidate's employment.



### **Governing Law**

FGD will not be liable to the client for any loss(es) or consequential loss(es) or any claim(s) by third party/ies that may arise from an appointment of a candidate recommended by FGD.

This Agreement shall be governed by and construed in accordance with the laws of Singapore, and any dispute between the parties arising in relations to this Agreement shall be resolved under exclusive jurisdiction of the courts in the Republic of Singapore.