



## TERMS AND CONDITIONS OF BUSINESS

The relevant percentage shall be determined according to the table below and shall apply to the entire amount of the remuneration package as defined in Section 1.

Annual Remuneration	Fee%
Up to and including SGD 250,000	22%
SGD 250,000 or above	25%

1. In these Terms:-

“**The Candidate**” means the individual introduced to the Client by the Consultancy for the purposes of employment;

“**The Client**” means the person, firm or corporate body who is the recipient of these Terms and includes any subsidiary, affiliate or related company or entity of such Client;

“**The Consultancy**” means Abeo Consulting Pte Ltd, a company incorporated in Singapore holding a valid EA License: 16S7852

“**The Contingent Introduction**” means the introduction of a Candidate to the Client by the Consultancy where the Fee is payable only upon the Candidate’s acceptance of the Client’s offer of an Engagement. No prior specific instruction from the Client is required to affect a Contingent Introduction.

“**The Engagement**” means the engagement, employment or use of the Candidate by the Client, whether under a contract of service or for services, partnership or otherwise and includes all forms of acceptance of employment by the Candidate whether full-time or part-time or contract;

“**The Fee**” means the amount which is payable by the Client to the Consultancy for the Introduction of the Candidate which would be a percentage of the Remuneration set out above (or agreed fixed amount), in accordance with Clause 3

“**Introduction(s)**” means a Contingent Introduction and/or a Retained Introduction as the context requires, and this would be deemed to occur when the Consultancy sends or provides details relating to the Candidate whether orally, in writing or in electronic format sufficient to identify him or her;

“**Remuneration**” means the aggregate gross annual emoluments payable to or receivable by the Candidate pursuant to the Engagement, including salary, guaranteed bonuses, entertainment/travel allowances, housing, overseas and holiday allowances and any signing-on payment or equivalent. This also includes on target earnings (OTE) for Candidates working in a sales capacity where the commission component exceeds 20% of the total package.

“**Retained Introductions**” means the introduction of a Candidate to the Client by the Consultancy on the basis of an **exclusive** specific instruction to identify and select a suitable Candidate.

And References to the singular include the plural and vice versa.

2. **Acceptance of Terms** - These Terms regulate the basis upon which Introductions are affected by the Consultancy and are deemed to be accepted by the Client upon the presentation of a CV, sufficiently detailed as to identify the Candidate, either in writing, verbally or electronically.

3. The **Fee** shall be payable as follows against the happening of the following events (“the Trigger Dates”)

(a) **Contingent Introduction** – 100% upon the Candidate’s first day of employment with the client, payable within 14 days of invoice.

(b) **Retained Introduction** – fees will be specifically agreed for each assignment and paid on the following basis: 1/3 on commencement, 1/3 on short list, 1/3 on completion.

(c) The fees will be invoiced, and are generally payable in Singapore Dollars (SGD). In cases where the Remuneration is expressed in a different currency, the Fee will be based on the USD equivalent calculated according to the prevailing conversion rate for such currencies of the Consultancy’s Bank. If GST is payable in relation to the service, a prevailing amount of GST will be added and payable by the Client. If the Consultancy be liable to withholding tax, the fee will be increased accordingly to ensure the full percentage of annual remuneration is secured by the Consultancy as per these terms.

4. The Client will be liable to pay a fee in respect of any Candidate engaged by the Client as a consequence of, or resulting from an Introduction by or through the Consultancy, whether direct or indirect, during the preceding 12 month period.

a) All Introductions are confidential. The passing of an Introduction by the Client to a third party which results in an Engagement of the Candidate within 12 months of the date of Introduction renders the Client liable to payment of a fee in respect of that Candidate.

b) Where any Candidate introduced by the Consultancy to the Client is already known to the Client as a result of direct contact (e.g. from direct advertising, internal referral, previous meeting) or contact through another consultancy, the Client shall notify the Consultancy of that fact within 2 working days from the Introduction, failing which the Client will be liable to pay a fee in the event of its engagement of that Candidate within 12 months of the Introduction. There is no entitlement to any replacement or refund in any of these circumstances.

5. **Replacement/Refund** - In the event of the Engagement of any Candidate terminating within a period of twelve (12) weeks (including notice period) from the date of commencement, the Consultancy will endeavour to find one (1) replacement at no extra cost (up to the value of the original placement). Should the Client fail to identify a suitable replacement Candidate within a reasonable period of time, the Client is entitled to a refund of 50% of the Fee paid to the Client providing that:-

(i) the termination by either party is not for redundancy or significant change in job duties or any reason related to economic considerations (i.e. downsizing or re-organisation) and is otherwise lawful and in accordance with any applicable code of practice or the Candidate leaves of his or her own volition;

(ii) the Client notifies the Consultancy in writing within seven (7) days of termination;

(iii) all monies due from the Client have been paid in accordance with these Terms within the time periods prescribed;

(iv) the client does not engage any other recruitment company to work on the replacement assignment.

In no circumstances will cash refunds be provided and the replacement service is not transferable to other vacancies. In the event that the Client (or associated company) re-employs a Candidate in any capacity and in any location within a 12 month period of his/her departure, and in respect of which a replacement Candidate has been provided by the Consultancy or a refund of the Fee has been paid by the Consultancy to the Client, then a new Fee shall be payable by the Client to the Consultancy in respect of the replacement Candidate or (in the event of the Fee having been refunded) in respect of the re-employment of the original Candidate, in accordance with these terms.

6. **Advertising** - If the Consultancy provides a pre-agreed advertising service to the Client, the Client will be liable to pay, within seven (7) days of invoice date, agreed artwork and space costs. An advertisement may only be cancelled on sufficient notice to enable the Consultancy to withdraw the advertisement.

7. **Expenses** - The Client is liable for all costs arising of and in connection with the interview process including, but not limited to, video-conference costs, candidate travel expenses and accommodation to attend interviews that the Client requests.

8. **Suitability of Candidates** - The Consultancy shall endeavour to ensure the suitability of a Candidate and to maintain a high standard of service and integrity but gives no warranty as to such suitability. The Client shall take such steps as it deems necessary to satisfy itself of the suitability of the Candidate and shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications) and for arranging all medical examinations and investigations of the Candidate and for obtaining any work or other permits. Clients should familiarise themselves with all relevant legislation regarding employment of Candidates, as the Consultancy cannot accept responsibility for any loss or expense incurred due to any such legislation or as a result of any infringement.

9. **Liability** - The Consultancy shall not be liable to the Client for any loss, liability, damages, costs, claims or expenses suffered or incurred by the Client as a result of the negligence, dishonesty or misconduct of the Candidate or arising from, or connected with, the Engagement of a Candidate or the failure to introduce a suitable Candidate.

10. Failure to pay invoices within the time stated for payment entitles the Consultancy to charge interest at five (5) percent per annum above the applicable base rate. The Consultancy may assign to a third party the right to render invoices and receive payment.

11. **Governing Law** - These Terms shall be governed by and construed in accordance with the laws of Singapore and shall be subject to the exclusive jurisdiction of the Courts of Singapore.

12. No variation to these Terms can be made without the written consent of a Director of the Consultancy