

These Terms and Conditions (the “**T&Cs**”) are between Robert Walters Talent China Limited (“**RW**”) and Client (including any related/affiliated entity which enjoys the benefits of services under these T&Cs) (the “**Client**”).

1. **Scope of Services:** RW shall provide the Client recruitment services including but not limited to the search, selection and introduction of a candidate (the “**Candidate**”) for Engagement by the Client (the “**Service**”). The Service will be conducted on a Contingent Assignment (defined below) basis as requested by the Client.

- **Contingent Assignment** means an assignment where a fee is payable upon a Candidate’s acceptance of an offer of employment in accordance with Clause 3(4) below.

2. **Agreement Period:** The T&Cs shall be effective from the date that the Candidate’s details are shared with the Client by RW until terminated by either party with written notice. In the absence of written confirmation, the use by the Client of any CV provided by RW (or the details therein) or the employment or Engagement of any Candidate introduced by RW will constitute acceptance by the Client of the T&Cs.

3. **Service Fee**

(1) **Contingent Assignment Fee:** Fees are calculated as a percentage (“**Rate**”) of the employee’s Annual Remuneration Package (“**ARP**”) in accordance with Clause 3(4).

(2) ARP means the total of all monies payable and benefits that an employed person may be entitled to including without limitation on gross salary, applicable benefits, guaranteed bonuses, commissions, stock options, profit sharing or other identifiable financial benefits. Employer provided motor vehicles will be deemed as having a value of RMB100,000 per annum. Joining inducements, housing allowances and expatriate benefits will be deemed to be part of the remuneration package. Where bonuses are not guaranteed, the highest bonus amount quoted by the Client will be included in the calculation of the package.

(3) In the event the Candidate is employed or engaged under a fixed term contract, the Contingent Assignment Fee shall be calculated based on the contracted employment period as follows:

$$RW's\ Fees = The\ total\ of\ Remuneration\ Package^* \text{ for the whole fixed term period} \times applicable\ Rate$$

Additional fees shall be calculated accordingly upon contract extension of contract or additional 100% of the Contingent Assignment Fee shall become payable for conversion to a permanent employment.

\* **Remuneration Package** means the total of all monies payable and benefits that an employed person may be entitled to including without limitation on gross salary, applicable benefits, guaranteed bonuses, commissions, stock options, profit sharing or other identifiable financial benefits. Joining inducements, housing allowances and expatriate benefits will be deemed to be part of the remuneration package. Where bonuses are not guaranteed, the highest bonus amount quoted by the Client will be included in the calculation of the package.

(4) **Fees**

<b>Annual Remuneration Package (ARP)</b>	<b>Contingent Assignment Fee Rate</b> (Minimum RMB60,000)
< RMB500,000	25%
≥ RMB500,000	30%

(5) **Additional Cost:** Display advertising costs will be charged at a rate agreed between the parties. Disbursements and out of pocket expenses such as, but not limited to, air travel, video conferencing, and psychological testing shall be payable by the Client, notwithstanding the Candidate not being successful in obtaining the placement. Additional costs will only be incurred with the Client’s prior approval and charged at rates agreed before costs are incurred.

(6) **Currency and Taxes:** RW shall raise the invoice in RMB to the Client. If the Client pays in any currency other than RMB, the Client agrees to bear all losses on account of the foreign exchange conversion, transition fee, bank charge or withholding tax to ensure that RW receives an amount equal to what it would have received had there been no foreign exchange conversion. All business taxes (including, but not limited to, VAT (or any equivalent service tax), surtax or withholding taxes) should be borne by the Client.

4. **Payment Terms**

(1) The Client must pay to RW the fees for Contingent Assignment, plus taxes, within twenty-one (21) calendar days from date of invoice.

(2) Where an offer of employment has been made in writing by the Client and is subsequently withdrawn or the role and/or condition of the offer is changed by the Client after acceptance by the Candidate, the applicable Contingent Assignment Fee will be payable by the Client.

- (3) Where payment is not received within terms, RW reserves the right to recover from the Client any costs including but not limited to legal fees, incurred during debt recovery and impose an interest charge for late payment, calculated on the basis of the prevailing base interest rate set by People's Bank of China plus 2.5%.
- (4) Should the Client require a purchase order ("PO") to effect payment, Client shall be obligated to raise a PO upon an offer of employment being made by the Client to the Candidate in writing such as to enable RW to raise an invoice to the Client no later than the Candidate commencement date. Any inconsistencies between PO and these T&Cs, any terms in the PO which are not relevant to the Services, or any terms in the PO that impose further obligations on RW which obligations have not been agreed under the T&Cs shall be disregarded and rendered void.
5. **Candidate Ownership:** If the Candidate is engaged by the Client for any position in any capacity (including but not limited to via fixed term, permanent positions, perform work for the Client via a third party pay-roll agency, via a contract for service, or being an independent contractor) (the "**Engagement**") after the initial introduction date, the applicable Fees under Clause 3 will be payable by the Client. This clause shall survive the termination and/or expiration of these T&Cs for 12 months from the date of expiration or termination.
6. **Double Representation:** RW must be notified within five (5) working days with written evidence if the Candidate's curriculum vitae has been added in Client's database or has been received from any other source for the same role in the past 6 months prior to the introduction of such candidate by RW (the "Pre-existing Candidate"), failing which, the Client will be liable to pay RW applicable Fee under Clause 3. For the avoidance of doubt, from the introduction of such Candidate by RW, if (i) the Candidate is not a Pre-existing Candidate; (ii) for Pre-existing Candidate, the Client continues engaging RW in representing any Pre-existing Candidates ; (iii) such Candidate's curriculum vitae has been in Client's database or Client has received such Candidate's curriculum vitae from any source for more than 6 months; or (iv) Client has received such Candidate's curriculum vitae from any source within 6 months but for different role, RW has candidate ownership of the Candidate and an applicable Fee under Clause 3 will still be chargeable by RW.
7. **Replacement Guarantee**
- (1) No rebate of Fees shall be made. However, should the employment of the initial Candidate terminate within a period of 13 weeks (including period of notice) from the Candidate's date of employment, RW shall endeavour to seek a replacement Candidate within a period of 3 months from date of termination of the initial Candidate at no extra cost to the Client ("**Replacement Guarantee**") on the condition that:
- (i) the Candidate leaves of his/her own volition and not due to any redundancy measures, change of work responsibilities or employment conditions;
  - (ii) RW's invoice has been settled in accordance with these T&Cs;
  - (iii) the nature of the replacement role is the same as the initial assignment; and
  - (iv) RW is informed that the initial Candidate is no longer engaged by the Client within seven (7) days of it occurring.
- (2) RW offers its Replacement Guarantee for the initial Candidate placed only. It does not offer its Replacement Guarantee for the replacement Candidate, a fixed-term placement or for a Candidate who was originally placed with the Client on a temporary basis.
- (3) If the ARP of the replacement Candidate increases from the initial Candidate, the invoiced amount will be adjusted accordingly.
- (4) RW is obliged to search for the replacement Candidate for a period of three (3) months from the date of termination of the initial Candidate on a best endeavour basis.
8. **Non-Solicitation:** The Client shall not solicit RW's employees; in the event that the Client places an RW employee in a role with the Client or any other entity to whom the Client has introduced the employee, the Client will be charged a Contingent Assignment Fee.
9. **Liabilities**
- (1) Insofar as RW or any Candidate provides any Candidate details including but not limited to medical history, present state of health, previous terms and conditions of employment, names and addresses of previous employers, periods of employment, circumstances in which previous employment was terminated, criminal convictions, personal details, right to work, employment permits, qualifications or education generally, RW cannot ensure the accuracy of such details. As such, RW will not be liable to the Client in the event that any loss or damage is suffered by reliance on the information. RW requests that the Client undertake their own investigations to verify any information.
- (2) RW is not liable for any negligence, dishonesty, misconduct or lack of skill of any Candidate. RW also provides no warranty as to the suitability of a Candidate for a particular position. The employment of a Candidate and the consequences thereof are entirely at the Client's risk. RW takes no responsibility on the performance of any of pre-employment screening and reference checks.

- (3) Neither party shall be liable to the other party for any indirect loss or consequential damages whatsoever and howsoever arising under this T&Cs nor any liability, loss or damages caused by the acts, omissions, negligence or default of the other party. The aggregate liability of RW to the Client whatsoever and howsoever arising shall in no event exceed 125% of the Service Fees paid to RW per annum under the T&Cs. RW shall have conduct and control of any claim under the T&Cs (and any related settlement negotiations).
10. **Governing Law:** The T&Cs shall be governed by and construed in accordance with the laws of China, and the courts of China shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the T&Cs.
11. **Language:** Should the T&Cs be signed in both English and Chinese versions, in the event of inconsistencies between the two versions, the Chinese version should prevail.

Signed by:

Signed by:

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Signature with Company's Stamp

Client:

Name:

Title:

Date:

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Signature with Company's Stamp

Robert Walters Talent China Limited

Name:

Title:

Date: