

| Service | Fee | Guarantee Period | Upfront Fee |
|--------------------------|--|------------------|-----------------------|
| Managed AI | 12% | X | X |
| Recruitment as a Service | 25,000 THB Per Month, (minimum 3 months) | X | 25,000 THB |
| Exclusive | 18% | 90 Days | X |
| Retained Search | 25% | 180 Days | 150,000 THB (minimum) |

Exclusive: Fees are invoiced upon the candidate's start date.

Retained: Fees are invoiced in 3 equal stages — 1. Upon instruction 2. On presentation of 3 suitable candidates 3. Upon start date.

Recruitment as a Service: Fees are invoiced and payable at the time of the order, quarterly in advance.

Replacement Guarantee: Applies for Exclusive and Retained assignments if the candidate leaves within the specified timeframe (excluding company restructuring).

Fee on Subsequent Hire: The fee remains payable if the candidate is hired within twelve months of initial presentation.

Retained Fee Basis: Calculated on annual anticipated gross remuneration package (including gross salary, benefits, commission, bonuses, allowances, and joining inducements).

VAT: All fees are subject to VAT.

Terms of Business: These terms apply to all future positions unless otherwise specified. Full terms are attached for your reference.

TMS Talent Recruitment Co.,Ltd.

TERMS OF BUSINESS

FEES

1.1 As specified

2.1 DEFINITIONS

"Candidate" means the individual (including any member of TMS's own staff) introduced to the Client by TMS for an Engagement

"TMS" means TMS Talent Recruitment Co.,Ltd or TMS Executive

"Client" means you or any of your Related Bodies Corporate (as defined in section 50 of the Corporations Act 2001)

"Due Date" means the date by which a payment is expressed as due to be paid by the Client to TMS

"Engagement" means the utilization of the Candidate by the Client, directly or indirectly, whether under a contract of service or for services, or in partnership or under a license or franchise agreement or otherwise, arising from an Introduction, Retained Assignment or otherwise. The term "indirectly" includes, without limit a situation where the Candidate's services are provided to any Person to whom the Candidate is referred by the Client.

"Salary Package" means the annual anticipated gross remuneration package for a Placement, which includes gross salary, applicable benefits, commission, bonuses, allowances and joining inducements.

"Introduction" means the introduction to the Client by TMS of a Candidate

"Person" includes without limit, an individual, a firm, a partnership, or a corporate body

"TOB" means these Terms of Business

"Placement" means a position or role to which a Candidate may be or is appointed on a permanent or fixed term placement

2.2 ACCEPTANCE

- (a) These TOB apply to all Introductions of Candidates for an Engagement (if any) and regulate the basis upon which Candidates are introduced by TMS to the Client.
- (b) These TOB are deemed to be accepted by the Client and are deemed to commence from the date of signing by the Client, or from the first date of the interview or request for details by the Client of a Candidate, whichever is the earliest.

2.3 ADDITIONAL AND IMPLIED TERMS

- (a) These TOB, subject to any variation as provided under clause 2.2(b) (and in the case of an Assignment the terms agreed in respect of such Assignment also), comprise all of the terms, representations, and warranties between the parties and supersede all prior discussions and agreements.
- (b) All implied terms, conditions, or warranties are excluded from this agreement to the fullest extent permitted by law.

- (c) All representations, warranties, commitments, or variations made by a TMS representative must be first authorised in writing by a Director of TMS Talent Thailand TMS shall not be bound by any unauthorised statement.
- (d) The Client agrees to pay the agreed fee to TMS whether the candidate is hired or employed for permanent, temporary or freelance work.

3.1 LIABILITY

- (a) When introducing Candidates to the Client TMS gives no warranty for any Candidate's suitability or for the accuracy of information obtained from either the Candidate or from any other person in connection with the Candidate.
- (b) The Client accepts and acknowledges that it has absolute discretion as to the employment or Engagement of a Candidate and shall satisfy itself as to the suitability of any Candidate prior to an Engagement. The Client shall be responsible for following up on any references (including the confirmation of any professional or academic qualifications, criminal history checks, or full employment background verification), for arranging all medical examinations and investigations, and for obtaining any work and other permits and complying with any other requirements by law. Should the client require these additional checks there will be an additional cost which will be informed and agreed in advance to the client and the checks will be conducted by a third party.
- (c) Any Candidate's reference (or information relating to a reference) that TMS may provide during the recruitment process or at any time thereafter, is provided without liability and in strict confidence for the Client's information only. The Client agrees not to disclose such information to any other person or use it for any other purpose.
- (d) TMS will not be liable for any misleading statements or misrepresentations made by or on behalf of the Candidate or by any referee or former employer of the Candidate, except for the willing malice or gross misconduct of TMS.
- (e) TMS shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the recruitment or Engagement of any Candidate, howsoever arising, or resulting from the acts or omissions of a Candidate, or from any delay or failure by TMS to refer a Candidate to the Client.
- (f) The Client indemnifies TMS against any loss, damage, or expenses suffered by TMS arising from the client's breach of these TOB. The provisions of this clause continue to bind the parties after these TOB have ceased to apply.
- (g) Temporary staff will not be entrusted with the handling of money, securities, valuables, negotiable documents, or confidential information belonging to the client, except at the sole risk of the client

3.2 NATURE OF RELATIONSHIP BETWEEN CLIENT AND CANDIDATE

- (a) The parties acknowledge that if a Candidate is employed by the Client, the Client becomes the employer of the Candidate and will be responsible for complying with all legislation. If the Client enters into an independent contract agreement with the Candidate, the Client will be responsible for any contractual obligations or liabilities arising under any such agreement.

3.3 CONFIDENTIALITY

- (a) TMS will keep confidential all information imparted to it by the Client, which relates to the business of the Client and which the Client declares is confidential. All information in respect of a Candidate is confidential information imparted to the Client for the sole purpose of enabling the Client to determine whether the Candidate is suitable. The Client will keep such information confidential and will not use it for any other purpose.

3.4 EXCLUSIVE TERMS

- (a) **Scope** - The client engages the Recruiter exclusively to source and introduce candidates.
- (b) **Exclusivity Period** - This exclusivity will apply for mutually agreed period. During this period, the Client agrees not to engage any other recruitment firm, job board, or referral channel for the role. If the Client materially changes the job description during the exclusivity period, the exclusivity period will automatically be extended by the amount of the lost period of time due to such change.

3.5 These terms of business will be in force until such time as either the Client or TMS gives one month notice to terminate the agreement or in the case of a material breach of the terms of this agreement either party may terminate this agreement with immediate effect.

3.6 ACCEPTANCE OF TERMS

The Client's agreement to these Terms shall be deemed to have occurred upon the earliest of:

- (a) The Client's signature of these Terms;
- (b) The Client instructing us to provide recruitment services; or
- (c) The Client conducting any form of communication, interview, meeting, or engagement with a Candidate introduced by us, whether directly or indirectly.

In all such cases, the Client is deemed to have accepted and agreed to be bound by these Terms, including all applicable fees and obligations.

These terms are deemed to have been accepted by agreement to interview a candidate presented by TMS.

**Signed for and on behalf of
TMS Recruitment Co Ltd:**

Signed for and on behalf Client:

Signature:
Name Company:
Print Name:
Date:

Signature:
Name Company:
Print Name:
Date: