

Service Agreement
(Applies to Hong Kong & Macau SAR only)

THIS IS A BLANK COPY. FOR SIGNING UP WE NEED YOUR COMPANY DETAILS

TOP Hoteliers, officially registered in the Hong Kong SAR as *TOP Hoteliers (Hong Kong) Limited* provides an introduction service for the recruitment of permanent employees. This document outlines the terms and conditions of business between **TOP Hoteliers** (herein after called “the Company”) and _____ (herein after called “the Client”) in that the Company will provide the Client with an introduction service of a candidate(s) to the Client in connection with the position of **various positions and is valid for the duration of two (2) years** on the following basis:

- 1.0 Acceptance of Terms of Business** - The Client in notifying the Company of an assignment or by granting an interview or by employing a candidate introduced by the Company or by the Company's submission of a candidate's details will be deemed to accept these Terms and Conditions of Business.
- 2.0 Acceptance of Introduction** - An introduction will have been effected upon receipt by the Client of a candidate's details either in writing or verbally, or once the Client and a potential employee meet as a result of the Company notification to either of the other's requirements, be they current, potential or otherwise. **Fees will be only charged for any employee if engaged as a consequence of, or resulting from, an introduction by the Company, even though the introduced potential candidate was indirectly known to the Client but not identified as a potential.** Fees will also be charged if a potential employee is engaged within twelve months of the date of the initial introduction, regardless of having been rejected by, or having rejected, an offer of employment from the Client, or is introduced to the Employer by another party.
- 3.0 Fees** - The Company charges a service fee for the introduction of a candidate to the Client, if this candidate is hired, and in no way implies the suitability of such candidate and therefore suitability does not in any way correlate to the nature of this fee.
- 3.0.1 Service Fee** - Fees will be invoiced in **Hong Kong Dollars** at the date of a verbal or written offer from the client, and the candidate's subsequent verbal or written acceptance of this offer. A copy of the candidate's contract of employment or other relevant agreement must be forwarded to the Company. All fees are calculated exclusive of Local Tax and will bear Local Tax at the relevant rate where applicable. The Client shall pay any Local Tax if applicable and incurred due to the Local Law. The total amount as specified on the invoice is that which must be paid in full by the Client, regardless of local tax laws.
- 3.0.2 Service Fee Bases** – The service fee is a calculation based on a fixed scale percentage of the first year's gross annual salary of the position and shall include any guaranteed or anticipated bonus, such as 13th. Month, and/or housing allowances when paid in cash and is called gross annual salary package. Discretionary bonus, free accommodation, meals, relocation expenses and other benefits are not included in the fee calculation.
- 3.0.3 Fee Scales** - The fee which is payable for the recruitment of the **various positions** of the Client is calculated as **20%** of the candidates annual salary package. For local Hong Kong residents/local package we consider Gross Annual salary before taxes. For expatriate packages we consider Net Annual salary, when taxes are not paid by the employee, but by the employer.

_____ Initials

“A trusted name in Asian Hospitality – The first agency in China, since 2004”

Website: www.tophoteliers.com

Hong Kong
Tel: (+852) 3959 8158

Shenzhen Office
Tel: (+86) 755 2559 6216

Beijing Office
Tel: (+86) 10 5820 8922

4.0 Payment Terms – For successful hire the client agrees to pay a fee to the company based on the following procedures:

4.0.1 Payment period - All fees are payable within 21 days of the issue date of invoice or latest by 10 working days after candidates start date, should this be earlier. Should the Company not receive payment within the credit terms; a standard fee of 25% will be applied. E.g. the invoice will state 25% with an allowance to pay a discounted rate of 20% (only) before the final pay due date. Thereafter the full 25% will be enforced.

4.0.2 Guarantee – Although fees are non-refundable, the Company may, at its option, in the event that a candidate's employment is terminated within 3 months of commencement, make every effort to replace that candidate free of charge, provided that the original fee was paid within the above terms of the invoice. Only in the unlikely event that the candidate does not actually commence employment will the fee paid be reimbursed. The guarantees cannot be assigned to any other position or to the same position at a later date.

4.0.3 Interest – The Company reserves the right to charge interest on fees which are not paid within 21 days of the invoice date, paid within the above terms of the invoice at the rate of 3% above the official Hong Kong SAR Bank base rate on a daily basis.

4.0.4 Costs – The Company shall be reimbursed in full if it incurs any legal expenses in the recovery or attempted recovery of unpaid fees or interest thereon.

4.0.5 Delivery of Invoices - All pro forma invoices will be sent by e-mail attachment for Client's confirmation. Upon the Client's approval and acknowledgement of the charges an original invoice shall be sent by post mail.

4.0.6 Transfer Charges - The Client shall pay any bank charges incurred due to the transfer of monies. The net amount stated on the invoice is the amount the Company must receive from the Client.

5.0 Expenses – The Client is responsible by prior agreement for all expenses incurred by the candidate during the recruitment process, including but not limited to costs such as travel costs for interviews, visa processing and medical examinations, etc.

6.0 Client Withdrawal of Offer - The Client shall pay a 50% service fee on the above contracted recruitment fee to the Company if the Client offers an assignment to a candidate either verbally or in writing and this offer is accepted by the candidate either verbally or in writing and the offer is subsequently withdrawn by the Client for reasons not related to the candidate, payable within the above terms of the invoice

7.0 References – The Company will provide upon request of the Client 2 or 3 written references of the candidate, but the final responsibility for checking references, the confirmation of professional and academic qualifications, medical certifications or examinations, ascertaining the suitability of any potential employees and for obtaining any work or other permits, will be that of the Client

8.0 Privacy - The benefit of introductions made by the Company is not assignable by the Client and should the Client pass on an introduction of a potential employee to another party, the Client will be charged the appropriate fee, as set out, if employment results.

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9.0 Warranty - In effecting an introduction, the Company is obliged to rely upon the good faith of potential employees and cannot accept responsibility for any loss or expenditure incurred by the Client in attempting to affect a meeting with a potential employee. Subject to the provisions of the unfair contract terms, the Company cannot accept responsibility for any information or representation concerning potential employees to whom the Client may be introduced and, in particular, the history, character, age, capability or suitability of any potential employee. No representation or warranty is made that any potential employee is, or will be, able to fill a situation.

10.0 Claims - This contract shall be governed by and construed in accordance with Hong Kong SAR law and each party agrees to submit to the exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter arising under this contract. Post or other more convenient manner may serve proceedings.

11.0 General - No variation can be made to these terms without the written consent of the Managing Director of the Company and no verbal changes to these conditions will be acceptable.

Invoices – Invoices are issued by TOP Hoteliers (Hong Kong) Limited under its own name. The client shall pay the correspondent amount into the bank account that TOP Hoteliers (Hong Kong) Limited designated which comes as follows or otherwise TOP Hoteliers (Hong Kong) Limited notifies in advance.

For Hong Kong Dollar payments only:

Payable on bank account: 400-146734-838
In favor of TOP Hoteliers (Hong Kong) Limited
Bank: Hong Kong and Shanghai Banking Corp. Ltd. (HSBC)
Des Voeux Road Branch (400), Central, Hong Kong
Swift Code: HSBC HK HHHKH

Please sign and date each page and return by fax, email or post one copy of this letter to indicate your acceptance of its terms. The contract is effective from the date of the two parties' signature of agreement.

Dated: _____

On Behalf of
TOP Hoteliers

On Behalf of
The Client

René J.M. Schillings
Managing Director

Add signature & Company Stamp here
Name
Title

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