



Gemini Personnel Limited
Executive Search & Selection

Fee Schedule and Terms & Conditions For Executive Appointments

When you agree to interview a candidate referred by the Executive Search & Selection Division of Gemini Personnel Limited ("Gemini"), you are acknowledging that you have read and accepted in full our fee schedule and our terms & conditions, and unless otherwise agreed by Gemini in writing in advance, you agree to abide by these terms & conditions and to make payment in accordance with our fee schedule.

1. Gemini Executive Services

- **Retained Executive Search & Selection:** Gemini uses a systematic and extensive executive search methodology for these assignments, and keeps clients informed of progress. The process involves searching in a particular industry sector to identify high calibre performers who may consider a career change.
- **Database Search:** This provides clients with immediate information on candidates as they re-enter the job market, or contemplate a career change. Gemini and its affiliates own a powerful database of candidates across Hong Kong and China.

2. Confidentiality

Gemini shall retain in strictest confidence, and shall not use for the benefit of itself or others, except for you or candidates, all confidential matters known to Gemini relating to the business and operations of your company learned by Gemini formerly or hereafter, and shall not disclose them to anyone except to candidates or upon your express prior written consent. Gemini shall take reasonable steps to ensure that all of its employees shall be bound and shall respect this duty of confidentiality. This duty of confidentiality shall **not** apply if Gemini can reasonably demonstrate that such confidential matters have entered into the public domain.

3. Candidate Information

You shall retain in strictest confidence all information provided to you regarding candidates referred to you by Gemini, and shall use such information only for the purpose of evaluating and hiring such candidates. You will not, without the express written consent of Gemini, refer such information to any third party (company, organization, person, etc.) or person associated with you, regardless of location. In the event such referral is made by you to any third party (company, organization, person, etc.) or person associated with you, with or without express written consent of Gemini, and the candidate(s) is (are) hired (either by verbal or written agreement) for any position with that third party (company, organization, person, etc.) or person associated with you, regardless of location, within twelve (12) calendar months from the date of the last referral by Gemini to you, then Gemini reserves the right to charge and will charge you the relevant agency fee stated in its fee schedule.

4. Multiple Hires

Should you hire more than one candidate during the search or within twelve (12) months of the last referral, whether for the original position or for a different position, Gemini will charge a fee as shown in our fee schedule for each candidate hired.

5. Non-Solicitation of Candidates

Under no circumstances will Gemini solicit a candidate whom Gemini has placed with a client.

6. Fees

Gemini will charge fees to clients in respect of any individual identified and introduced by Gemini who enters into a contract of employment, or a contract for services as a result of an introduction made by Gemini. Introduction will be deemed to have been effected once the client and candidate make contact by any means as a result of Gemini's efforts and search procedures. Fees will be charged if a candidate introduced by Gemini to the client is engaged for any position regardless of location within twelve (12) months of the last referral.

Fees are expressed and calculated as a percentage of the first year's total annual remuneration package. The annual remuneration package will include the basic salary and all other benefits reasonably estimated to be paid (including bonus, commissions, as well as any extra or deferred compensation items such as stock and/or options, housing allowance and all other allowances).

We charge fees for any individuals whom we identify and introduce, and whom our client hires within twelve (12) months of last referral, whether in the role as originally defined or any other position.

Fee Schedule: Fees will be billed in Hong Kong Dollars at the exchange rate prevailing on the date the candidate commences employment, and as quoted by HSBC at 9:00 a.m. Hong Kong time.

Annual Remuneration Package	% Annual Remuneration	Guarantee Period
• Retained Executive Search & Selection	30%	3 Months
• Database Search		
o HK\$1,000,000 and above	30%	
o HK\$500,000 to HK\$999,999	25%	
o Below HK\$500,000	20%	
For China recruitment our PRC fee schedule will apply. All China recruitment assignments require retainer fees. Separate fee schedules and terms and conditions apply to permanent and temporary placements.		

For retained executive search & selection assignments, client agrees to pay at the following stages of the search:

On Commencement: A retainer fee equivalent to one third of the quoted fee is due immediately upon commencement of the assignment and not refundable under any circumstance. The retainer fee will be valid for six (6) months and applicable only for the particular position and requirements discussed.

On Short-list: A short-list fee equivalent to one third of the quoted fee, and non refundable, is payable upon client's agreement to interview a short-list of candidates. The short-list fee will be valid for two (2) weeks.

On Completion: A completion fee (final balance of the fee) is payable on the day a candidate commences employment.

For database search assignments, the total fee becomes payable on the day a candidate commences employment.

7. Cancellation

If a retained assignment is cancelled by the client or the client for any reason materially alters its requirements, then, in addition to any fees payable under Para 6, the client shall pay a cancellation fee comprising ten percent (10%) of the stated remuneration, plus any agreed advertising cost or overseas



travel expenses incurred by Gemini up to the date on which the client cancels or materially alters the retained assignment.

8. Payment of Debit Notes

All debit notes are due on presentation. Gemini will charge you two percent (2%) of interest per calendar month, or part thereof, on the total fee for each debit note not paid within fifteen (15) calendar days from the day the candidate commences employment with your company. It is Gemini's policy to seek legal enforcement of overdue debts.

9. Administration Fee

For work other than retained executive search & selection, Gemini reserves the right to charge an administration fee in the event you do not make an appointment of any candidates referred by Gemini due to reasons other than your decision that none of the candidates referred were satisfactory. The administration fee will reflect the amount of work carried out on the assignment by Gemini up to and including the date you terminate Gemini's services. The administration fee will be equivalent to six percent (6%) of the estimated annual salary of the relevant position.

10. Search Expenses

Gemini may also charge for exceptional out-of-pocket expenses, such as candidate and consultant overseas travel (any major expense is cleared with our client in advance).

11. Client Sponsored Advertising

Gemini is pleased to place client sponsored advertising, the cost for advertising will vary depending on layout, design, and advertising medium chosen. Unless the advertisement is confidential the client's logo may be inserted.

12. Candidate Reference Check

Gemini will only obtain and verify references upon the request of the client on the understanding that Gemini shall not be held responsible for the accuracy of the information supplied by referees.

13. Replacement Guarantee

In the event a candidate referred by Gemini is hired by you and subsequently terminated by you on reasonable, performance related grounds or the candidate chooses to resign his/her position within the relevant three (3) months guarantee period from the date of commencement of employment, Gemini will provide one (1) complimentary replacement based on the original job specifications. All requests for replacement must be made in writing within seven (7) calendar days of the original candidate's termination or resignation. This replacement guarantee only applies if you have settled the debit note in full for the specific job within fifteen (15) days from the candidate's commencement date. Where the salary of the replacement is higher Gemini will charge a fee for the difference. Gemini's three (3) month period searching for replacement candidates begins on the date when the client advises Gemini that the placed candidate was either terminated or has resigned, and that the termination or resignation happens within the relevant replacement period.

14. Credit Note

Gemini will provide clients (who have paid their fee in full within fifteen (15) days) with a credit note to be used against any future assignments other than temporary staff placements provided that no suitable replacement candidate can be found by Gemini within a three (3) month period, OR in the event that the client does not require a replacement. (Gemini does not give a cash refund). The value of the credit note



will be pro-rated up to a maximum of fifty percent (50%). The credit note is valid for twelve (12) months from the date of issue.

15. Disclaimer/Limitation of Liability

Gemini carefully screens and evaluates the skills, experience, and personalities of all candidates and endeavours to provide accurate information to you regarding the same. However, you are ultimately responsible for determining whether or not a candidate's skills, experience and personality meet your requirements. Gemini accepts no responsibility and you agree not to hold or attempt to hold Gemini responsible for any omission, incorrect evaluation or other matter related to the candidate and your decision to hire him/her for any position. In addition, you agree not to hold or attempt to hold Gemini liable for any loss or damage, or other expenses regardless of how caused, which you may sustain or for which you may become liable, arising out of, or in connection with, the referral of any candidate to your company.

16. General

No waiver of any provision or waiver of breach of any provision of these terms & conditions shall be deemed to be a waiver of the right of Gemini or you to enforce strict compliance with the provisions hereof in any subsequent instance.

Gemini reserves the right to modify, vary, add to or amend these terms & conditions.

These terms & conditions shall be governed by and interpreted in accordance with the substantive laws of the Hong Kong Special Administrative Region, People's Republic of China and all disputes arising in connection thereto shall be finally settled by its courts.

If any provision of these terms & conditions is deemed invalid or unenforceable by a court of law, that invalidity or unenforceability shall not affect any other provision of these terms & conditions.

These terms & conditions contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all agreements and understandings between the parties concerning the subject matter hereof and may not be changed orally.

Please contact us if you have any questions regarding our services.

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