



JIO Building, J1. Kemang Raya No.11, Kemang, Jakarta Selatan 12730
Telephone: +62 (0)21 719 0770 Facsimile: +62 (0)21 719 2321
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www.monroeconsulting.com

**TERMS OF BUSINESS FOR THE INTRODUCTION OF STAFF TO BE DIRECTLY
EMPLOYED BY CLIENTS (PERMANENT STAFF)**

These Terms and Conditions of Business are between PT. Monroe Consulting Group (hereinafter called the Company) and _____ (hereinafter called the Client) and are deemed to be accepted by the Client by virtue of an introduction interview or the engagement (which term includes employment or use, whether under a contract or service or for services, or under an agency, licensee, franchise or partnership agreement) of an applicant introduced by the Company.

1. The Client agrees:

- a) to notify the Company immediately an engagement is accepted, and
- b) to pay the fee of the Company, within 7 days the applicants start date.

1.1 The fee payable to the Company by the Client for the introduction of an applicant is calculated as set out in the accompanying scale of fees on the gross remuneration, which the applicant is entitled to earn during the first 12 months of his/her engagement by the Client. Remuneration includes all salary payments, and other taxable emoluments payable to or receivable by the applicant for services rendered to or on behalf of the Client (this includes all allowances). VAT will be charged in addition to the placement fee and the client will settle withholding tax (PPh23). Original copy of proof of payment (BUKTI PEMOTONGAN PPh23) should be supplied to Monroe along with a copy of withholding tax monthly (SPT MASA PPh23), which should include proof of payment monthly report.

Total compensation 20%

- 2. In the case of termination of employment by either the Client or the appointed employee within three (3) months of the start date, the Company shall replace the terminated employee without additional charge unless the termination is due to the Client making the appointed employee redundant. This is provided that the Client notifies the Company in writing with 7 days of termination of employment and has paid the Company's fee within 7 days of the date of invoice. Should the Client or any subsidiary or associated company of the Client subsequently re-engage the applicant within the period of 12 calendar months from the date of termination, or withdrawal of the offer, a full fee in accordance with Clause 1.1 becomes payable, (with no entitlement to a refund).
- 3. Introductions are confidential. The passing on of an introduction to another employer, which results in an engagement, renders the Client liable to payment of the Company's fees as set out in Clause 1.1.



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- 4. An introduction fee calculated in accordance with Clause 1.1 of these Terms will be charged in relation to any applicant engaged as a consequence of or resulting from an introduction by or through the Company, even though the introduction may be made indirectly. The term applicant refers to the person introduced by the Company to the Client; including any member of the Company's own staff.
5. The Company endeavours to ensure the suitability of any applicant introduced to the Client. The Client shall notwithstanding satisfy himself as to the suitability of any applicant and shall take up any references provided by any applicant and/or the Company before engaging such applicant. The Client shall be responsible for obtaining work and other permits, from the arrangement of medical examinations and/or investigations into the medical history of any applicant and satisfy any medical and other requirements or qualifications required by law.
6. The Company 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 Company seeking an applicant for the Client or the introduction by the Company to the Client of any applicant or the engagement of any applicant by the Client.
7. This agreement is governed by The Laws of Indonesia.

Please sign below and return to us the duplicates of this contract along with the job specifications. Candidate profiles will be provided following the completion of this contract.

Proposed by:

Agreed by:

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Position.....

Position.....

On behalf of Monroe Consulting Group Co. Ltd

Company.....

Company Seal:

Company Seal:

Date:.....

Date:.....

