



# Augmentis Technology

## Manpower Services Agreement

THIS AGREEMENT is made on the [insert\_date] by and between Augmentis Technology Company Limited, a company registered under the laws of Thailand, and having its principal place of business at 249/17 Lat Phrao 122, Lat Phrao Road, Wang Thonglang, Bangkok 10310 (hereinafter called 'Augmentis'), and:

[insert client name and business address (hereinafter called the 'Client') .

### WHEREAS

The Client wishes to engage AUGMENTIS to provide contracting services, and AUGMENTIS is willing to provide such services subject to the terms and conditions defined herein.

### NOW IT IS HEREBY AGREED:

#### 1. Services.

- 1.1. AUGMENTIS agrees to provide the services of personnel (hereinafter referred to as the "Contractor") as specified in the Schedule A attached hereto, and the Client agrees to pay for such services at the daily or hourly rates as specified in Schedule B in accordance with AUGMENTIS' standard payment terms as specified herein.
- 1.2. Such services as defined in Schedule A attached hereto shall be provided at Client's premises by AUGMENTIS unless otherwise agreed by the Client.
- 1.3. Where the services are to be provided on a daily charge basis, which shall be the default if not otherwise specified, then for the purposes of this agreement a day shall consist of a period of eight (8) elapsed hours with an allowance of one hour for the consumption of food during this eight hour period. In situations where the contractor is required to work for a period of longer than eight hours in any one day, then the additional hours worked in any day shall be charged to the customer at an hourly rate equivalent to the daily rate divided by seven (7). In the event that the contractor works less than the eight hours in any one day, then the hours worked shall be charged to the customer at an hourly rate equivalent to the daily rate divided by seven (7), except that in such circumstances there shall be no allowance of time provided by the Client for the consumption of food.
- 1.4. Where such services are required to be provided on a Saturday, or a Sunday or a Public Holiday, then the daily or hourly rate shall be multiplied by a factor of 1.5 for all work conducted on such days.
- 1.5. At the completion of each day the Contractor shall submit to the Client a record of the Contractor's activities on behalf of the Client (hereinafter referred to as the "Daily Activity Record") and the Client or the Client's authorized representative shall sign the same signifying their acceptance of the work completed by the Contractor for that day.
- 1.6. In the event that the client disputes the content of the Daily Activity Record, the Client shall immediately inform the AUGMENTIS contact person nominated in Schedule C via email or facsimile of the dispute and state the reason for the dispute.

#### 2. Obligations of AUGMENTIS

- 2.1. AUGMENTIS agrees to provide the services specified in Schedule A attached hereto and agrees to provide suitably experienced and qualified personnel to provide such services.
- 2.2. Nothing in this Agreement shall constitute an obligation on AUGMENTIS' part to provide specific deliverables other than consulting services on a daily chargeable basis, and the Client specifically acknowledges that all services provided herein are provided on a 'time and materials basis only.

#### 3. Payment Terms and Fees

- 3.1. The fees and charges for the services provided herein are as defined in Schedule B and the Client agrees to pay for the services specified in accordance with fees specified.



- 3.2. The Client agrees to provide statutory leave for the Contractor in addition the fees specified in Schedule B.
  - 3.3. Where the work is to be performed, in a different country, all air travel, incidental costs, accommodation and meals shall be to the cost of the Client.
  - 3.4. AUGMENTIS will invoice the client at monthly intervals, each invoice being issued at the start of the month in which the services were provided to the Client and the Client agrees to pay the full amount of each invoice within 25 days of receipt of such invoice.
  - 3.5. Any failure by AUGMENTIS to issue an invoice for services rendered herein shall not constitute a waiver of AUGMENTIS' right to claim payment for such services, except that the Client shall only be liable to make payment upon receipt of an invoice from AUGMENTIS.
  - 3.6. In the event that any invoice remains unpaid for a period of more than thirty (30) days, then AUGMENTIS reserves the right to levy an interest charge on the outstanding amount equivalent to 2% compound per month, until such time as the outstanding amount and any interest charges are paid.
  - 3.7. In the event that the Client disputes any invoice or part of any invoice rendered, Client agrees to pay the undisputed portion in accordance with the payment terms defined hereinbefore, and further agrees that AUGMENTIS reserves the right to charge interest on any unpaid undisputed portion of any invoice rendered under this agreement in accordance with 3.6 above.
4. **Substitution, Suspension and Termination of Services**
- 4.1. AUGMENTIS reserves the right to suspend provision of any services under this Agreement in the event that the Client disputes more than one days Daily Activity Record and such dispute remains unresolved to the satisfaction of both the Client and AUGMENTIS. Upon resolution of any disputes in writing between the parties, then AUGMENTIS shall recommence services within a timeframe acceptable to both parties.
  - 4.2. AUGMENTIS reserves the right to suspend the provision of services under this Agreement if any invoice remains unpaid for a period of more than 30 days, and may at its option terminate this agreement if any invoice remains unpaid for a period of more than 45 days.
  - 4.3. The Client may request the replacement of any Contractor individual engaged under this Agreement, provided the Client can demonstrate reasonable cause, and AUGMENTIS' sole liability in this regard is to offer the services of a different Contractor to complete the assignment. In the event that the replacement is also rejected then AUGMENTIS shall use its best endeavours to furnish another replacement, but shall not be held liable in the event it is unable to do so within any timeframe specified by the Client.
  - 4.4. In the event that any Contractor is replaced in accordance with 4.3 above the Client shall still be liable for payment of any fees incurred in accordance with this Agreement and for which the Client has signed and authorized the replaced Contractor's Daily Activity Record.
  - 4.5. The Client may terminate the services of AUGMENTIS under this Agreement prior to completion at any time by giving twenty-five (25) days notice in writing.
  - 4.6. Termination or suspension of this Agreement as defined in 4.1, 4.2 and 4.5 hereinbefore shall not constitute a waiver of either party's rights under this Agreement and shall not relieve the Client of any obligation to pay for all fees incurred prior to termination or suspension and shall not limit AUGMENTIS from pursuing any remedies available to it to enforce payment.
5. **Taxes and Duties.** The Client shall be liable for all sales, social security, property, VAT, customs, excise or other taxes (but not taxes levied upon AUGMENTIS' income) which may be imposed upon any fees charged under this Agreement as may be specified by any governmental authority.
6. **Non Solicitation.**
- 6.1. The Client agrees that during the period under which the services defined herein are being provided and for a period of one (1) year thereafter, the Client shall not recruit as an employee, solicit the services of, or offer inducements of any kind, to any employee, contractor or agent of AUGMENTIS supplied by AUGMENTIS in connection with this Agreement without the prior written agreement of AUGMENTIS.
  - 6.2. AUGMENTIS agrees that during the period under which the services defined herein are being provided and for a period of one (1) year thereafter, AUGMENTIS shall not recruit as an employee, solicit the services of, or offer inducements of any kind, to any employee of the Client without the prior written agreement of the Client.



**7. Governing Laws.**

- 7.1. This Agreement shall be governed by the laws of The Kingdom of Thailand as a contract made and performed therein. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions.
- 7.2. Any dispute or controversy or claim arising out of, or relating to this contract, or the breach, termination, or invalidity hereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute, Ministry of Justice, as applicable at the time of submission of the dispute for arbitration. The conduct of the arbitration thereof shall be under the auspices of the Arbitration Institute.

**8. Entire Agreement.**

- 8.1. This Agreement and any amendment(s) and schedule(s) hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any prior agreements and understandings between the parties hereto with respect to the subject matter hereof. Any additional or different terms in any documentation furnished by the Client are specifically excluded from this Agreement. This Agreement may only be amended by a written instrument executed by both parties. This Agreement shall not be deemed accepted or binding upon AUGMENTIS until executed by an authorized representative of AUGMENTIS.

Signed for and on behalf of:

Signed for and on behalf of:  
Augmentis (Thailand) Co., Limited

Name/Designation (printed):

Name/Designation (printed):

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Date:

Date:

Signed:

Signed:

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## SCHEDULE "A"

1. **Scope of Work:**
2. **Scheduled Contractor:**



## SCHEDULE "B"

Schedule of rates:



## SCHEDULE "C"

Nominated AUGMENTIS Contact Person:



## SCHEDULE "D"

**List of Public Holidays in Thailand.**