

人才招募服務合約書 Recruitment Service Contract

客戶 Client : _____

地址 Address : _____

合約類型 Type of contract: 預付條件 Retainer/人才招募服務契約 Contingency Recruitment Service Contract

立合約書人: _____ (即委任人: 以下簡稱甲方)

鷹傑管理顧問有限公司 (即受任人: 以下簡稱乙方)

Covenanters: _____ (Clientele: hereinafter referred to as "Party A")

InAddition Consultants Ltd. (Fiduciary: hereinafter referred to as "Party B")

<合約內文> 甲方若與任何乙方所提供的求職者進行面試, 即視為接受本服務合約之約定條款。

<Contractual Content> Party A is deemed as accepting the terms and conditions of this contract at the time of interviewing the job candidates referred by Party B.

1. 服務內容 Service contents

1.1. 乙方 Party B

1.1.1. 乙方接獲甲方委任人才招募服務(以下稱「本服務」)要求,應就甲方指定之需求進行媒合,並提供合格求職者予甲方評估。招募程序不得有差別待遇,並需符合平等機會原則。

Party B upon receiving a request for recruitment service (hereinafter referred to as "the service") from Party A shall refer qualified candidates to Party A for consideration in accordance with the requirements of Party A. The recruitment must be processed without discrimination and must comply with the principle of equal employment opportunities.

1.1.2. 乙方將依據業界一般委任人才招募服務所採用之技能、注意義務及適時性標準,履行本服務。

Party B shall perform the recruitment service in accordance with the skills, due diligence, and timeliness standards of the industry.

1.1.3. 乙方將依照人選所提供及告知之資料與訊息,作為提供給甲方之人選資格及經歷資料,乙方將盡力確保人選資料之真實性,並向人選索取各項經歷證明,或對人選資歷背景進行查核報告。

Party B will forward the personal profile and information of the candidates to Party A for qualification review. Party B will strive to ensure the authenticity of the information provided by the candidate and collect all career-related and experience-related certificates from the candidate or check the candidate's experience and background thoroughly.

1.2. 甲方 Party A

1.2.1. 對於所需招聘的職位,甲方向乙方提供職位名稱、職責、任職資格、薪酬福利範圍、職位所處的組織架構、未來發展等具體搜尋人才所需職位相關資訊。

Party A shall provide Party B with the information related to the job opening, including job title, responsibilities, qualifications, salary and benefits package, organizational structure, future business development and other specific information for recruitment.

- 1.2.2. 若乙方提供候選人名單與甲方既有人才庫重複，甲方須於七天審閱期內主動透過信件或訊息文字記錄方式告知乙方，若未通知則乙方於審閱期後擁有候選人之擁有權。

Party A must voluntarily inform Party B by a letter or a text message within the seven-day review period for any candidate information found in duplication against Party A's talent tank. If Party A fails to do so, the candidate ownership belongs to Party B after the review period.

- 1.2.3. 甲方應在與乙方推薦人員簽訂聘用通知書前將錄取人員職位、到職日期、薪酬福利、試用期等情況以書面形式通知乙方，作為甲方支付服務費的依據，並將聘用通知書交與乙方跟錄取人員簽訂。

Party A shall have Party B notified in writing regarding the position, on board date, salary and benefits package and probation period of the new recruit before issuing the notice of employment as evidence to Party B for collecting service fees from Party A; also, the notice of employment should be forwarded to Party B for the signature of the new recruit.

2. 費用與支付條款 Fees and payments

2.1. 顧問費 Consulting fees

2.1.1. 預付招募服務<選擇> Retainer Recruitment Service <Optional>

- 2.1.1.1. 甲方同意於本人才招募服務合約書簽署生效時支付 NT\$500,000 作為授權費用予乙方，乙方將於合約生效（簽訂聘用條款或經電子郵件文字確認後）開立發票予甲方，此筆費用無法退還。

Party A agrees to pay NT\$500,000 as a retainer fee to Party B at the time of effectively signing the Recruitment Service Contract. Party B will issue an invoice to Party A when the contract takes effect (after signing the employment contract or confirming by email), which is not refundable.

- 2.1.1.2. 未來一到五位上任之人選，每位乙方將從該人選首筆顧問費中扣除前項所提之授權費 NT\$100,000。

For one to five candidates recruited in the future, a licensing fee for an amount of NT\$100,000 will be charged by Party B from the first consulting fee payment of the respective candidate.

2.1.2. 顧問費<二選一> Consulting fees <one of two alternatives>

- 2.1.2.1. 甲方應支付的委任招募費用（以下稱“顧問費”）以錄取候選人之第一年總收入（即年度總酬勞）百分之二十五計算之。

The recruitment service fees payable by Party A (hereinafter referred to as “consulting fees”) is for an amount equivalent to 25% of the total salary (total annual remuneration) paid to the recruited candidate in the first year.

- 2.1.2.2. 年度總酬勞定義包含但不限於錄取候選人之每個月保障薪資，固定津貼及補助，年終獎金，目標績效獎金及簽約金，公司配車（折算為每月新台幣兩萬元）。

The annual remuneration includes but not limited to the guaranteed monthly salary of recruited candidates, fixed allowances and subsidies, year-end bonuses, performance bonuses and retainer fees and company car allowance (converted to NT\$20,000 per month).

2.1.2.3. 甲方同意錄取候選人之第一年總收入未達新台幣 100 萬元時，以 100 萬元計算顧問費。

Party A agrees to have the consulting fee calculated based on the recruited candidate's salary of NT\$1,000,000 (even if the annual salary is less than NT\$1,000,000 in the first year) or more for the first year.

2.1.3. 顧問費<二選一> Consulting fees <one of two alternatives>

2.1.3.1. 當錄取候選人之年薪在 NT\$ 2,000,000(含)以上時：以錄取候選人之第一年總收入（即年度總酬勞）百分之二十八計算之。

When the annual salary of the recruited candidate is more than NT\$ 2,000,000 (inclusive): the consulting fee is for an amount equivalent to 28% of the recruited candidate's annual salary (total annual remuneration) in the first year.

2.1.3.2. 當錄取候選人之年薪在 NT\$ 1,500,000(含)與 NT\$ 2,000,000 之間時：以錄取候選人之第一年總收入（即年度總酬勞）百分之二十五計算之。

When the annual salary of the recruited candidate is between NT\$ 1,500,000 (inclusive) and NT\$ 2,000,000: the consulting fee is for an amount equivalent to 25% of the recruited candidate's annual salary (total annual remuneration) in the first year.

2.1.3.3. 當錄取候選人之年薪在 NT\$ 1,500,000 以下時：以錄取候選人之第一年總收入（即年度總酬勞）百分之二十三計算之。

When the annual salary of the recruited candidate is less than NT\$ 1,500,000: the consulting fee is for an amount equivalent to 23% of the recruited candidate's annual salary (total annual remuneration) in the first year.

2.1.3.4. 年度總酬勞定義包含但不限於錄取候選人之每個月保障薪資，固定津貼及補助，年終獎金，目標績效獎金及簽約金，公司配車（折算為每月新台幣兩萬元）。

The annual remuneration includes but not limited to the guaranteed monthly salary of recruited candidates, fixed allowances and subsidies, year-end bonuses, performance bonuses and retainer fees and company car allowance (converted to NT\$20,000 per month).

2.1.3.5. 甲方同意錄取候選人之第一年總收入未達新台幣 100 萬元時，以 100 萬元計算顧問費。

Party A agrees to have the consulting fee calculated basing on the recruited candidate's salary of NT\$1,000,000 (even if the annual salary is less than NT\$1,000,000 in the first year) or more for the first year.

2.1.4. 其他代收代付費用 Other collection and advanced fees

2.1.4.1. 所有有關招募任務的代墊費用，乙方將開立發票向甲方請款。該費用須經甲方許可，方得支出。代墊費用包括但不限於求職者國內外差旅及相關費用、心理評量測驗及廣告等費用。

Party B will issue invoices to Party A to collect the reimbursement expenses for recruitment services performed and approved by Party A. The reimbursement expenses include but not limited to the domestic and international traveling expense and subsidies of the candidates, psychological assessment tests, advertising expenses, etc.

2.2. 發票開立及付款 Invoice issuance and payment

2.2.1. 一次付款<付款條件一> Lump-sum payment <Payment term 1>

2.2.1.1. 乙方應於就職者就職當日開立全額顧問費用之發票，向甲方請款。

Party B shall issue an invoice for the full amount of the consulting fee to Party A for collection on the day the recruited candidate reports for duty.

2.2.1.2. 若甲方於錄取候選人簽署僱用合約後至報到日之間取消僱用合約，仍需給付乙方全額百分之五十之顧問費用。

If Party A cancels the employment contract between the date of signing the employment contract and the date of reporting for duty, Party A still has to pay consulting fee to Party B for an amount equivalent to 50% of the full price.

2.2.1.3. 發票金額甲方應於發票開立日期後十四(14)日內付款予乙方。

Party A shall pay the invoice amount to Party B within fourteen (14) days after the invoice date.

2.2.1.4. 乙方帳戶匯款資料如下

Party B's bank account for remittance is as follows:

帳戶名稱 Account Name: 鷹傑管理顧問有限公司

銀行名稱 Bank Name: 中國信託銀行市府分行 CTBC BANK Shinfu Branch

銀行帳號 Bank Account: (822)543540294794

匯款代碼 Swift Code: CTCBTWTP543

2.2.2. 兩次付款<付款條件二> Two payments <Payment term 2>

2.2.2.1. 乙方應於求職者就職日當日開立首筆顧問費用（全額百分之五十）之發票，並於保證期滿翌日開立次筆顧問費用（全額百分之五十）之發票（亦總服務費扣除首筆顧問費），向甲方請款。

Party B shall issue an invoice for the first consulting fee payment (50% of the full price) on the day the recruited candidate reports for duty and issue another invoice for the second consulting fee payment (50% of the full price) on the day after the end of the guarantee period (total service price minus the first consulting fee payment made) to collect proceeds from Party A.

2.2.2.2. 若甲方於錄取候選人簽署僱用合約後至報到日之間取消僱用合約，仍需給付乙方首筆顧問費用（全額百分之五十）。

If Party A cancels the employment contract between the date of signing the employment contract and the date of reporting duty, Party A still has to pay consulting fee to Party B for the first consulting fee payment (50% of the full price).

2.2.2.3. 發票金額甲方應於發票開立日期後十四(14)日內付款予乙方。

Party A shall pay the invoice amount to Party B within fourteen (14) days after the invoice date.

2.2.2.4. 乙方帳戶匯款資料如下：

Party B's bank account for remittance is as follows:

帳戶名稱 Account Name: 鷹傑管理顧問有限公司

銀行名稱 Bank Name: 中國信託銀行市府分行 CTBC BANK Shinfu Branch

銀行帳號 Bank Account: (822)543540294794

匯款代碼 Swift Code: CTCBTWTP543

2.3. 計價事項 Pricing models

2.3.1. 除另有約定外，所有服務費用應以新台幣計價付款。任何有關匯率變動、銀行轉帳及預扣稅款所產生的費用，應由甲方負擔。

All service fees shall be paid in New Taiwan Dollars, unless otherwise agreed upon. Party A is responsible for the expenses arising from the changes in exchange rate, bank transfers and withholding tax.

2.3.2. 發票金額應依開立發票時之稅率，徵收加值型營業稅。

Invoices should be issued with the value-added business tax levied for an amount equivalent to the invoice amount multiplied by the tax rate.

3. 人選擁有權 Candidate ownership

3.1. 甲方若以其名義、關係企業或第三方，直接或間接雇用該乙方所擁有權之候選人，乙方得依照前項費用與支付條款向甲方請款。

For the candidate of Party B that is hired by Party A, Party A's associates or a third party directly or indirectly, Party B may request payments from Party A in accordance with the aforementioned fees and payment terms.

3.1.1. 乙方提供候選求職者履歷表或其他書面履歷後一年內者。

For the 1-year period after Party B's providing the resume of the candidate or other written resumes;

3.1.2. 乙方提供之候選人於 365 天前已由甲方主動接觸或安排面試，但未經甲方錄用，事後因乙方之推薦及協助，促使甲方重新考慮約談而錄用者。

The candidate who had been voluntarily contacted or interviewed but not hired by Party A 365 days ago is now recommended or referred by Party B with an interview arranged with Party A and hired by Party A thereafter.

3.2. 當甲乙雙方針對候選人重複有異議時，甲方同意提供書面資料包含但不限於候選人取得資料的時間跟來源，並以第一次接觸人選時間與乙方提供人選資料予甲方時間先後訂定人選所有權。

When Party A and Party B have disputes over the candidate in duplication, Party A agrees to provide written information including but not limited to the time and source of information regarding the candidates; also, determines the candidate ownership by comparing the time of making the first contact with the candidate and the time when Party B provides the candidate information to Party A.

4. 保證期 Warranty period

4.1. 一次付款<搭配付款條件一> Lump-sum payment <according to payment term 1>

4.1.1. 所有透過乙方推薦錄取人員，乙方將提供人選履約保證期（以下簡稱保證期）。保證期將從錄取人員到職日起至日曆日計算四十五天止。在甲方已支付完整顧問費之前提下，乙方將為甲方重新招募合適人員並以一次為限。若甲方毋需替補人員，乙方將於甲方所支付之顧問費百分之三十移轉至下一個招募需求。

Party B will provide the candidate performance guarantee period (hereinafter referred to as the "guarantee period") for all recruits recommended by Party B. The guarantee period refers to the period from the date when the recruited candidate reported for duty to the 45th calendar day. Under the pre-condition of Party A's paying the consulting fees in full, Party B will recruit a suitable candidate again and one time only. If Party A does not need a replacement, Party B will transfer 30% of the consulting fee paid by Party A to the next recruitment service.

4.1.2. 若於甲方通知乙方三個月內，乙方無法成功為甲方提供替補人選，乙方將根據下列條件返還甲方已支付之顧問費，並於三十日內付款予甲方。

If Party B fails to successfully find a replacement for Party A within 3 months after being notified by Party A, Party B will refund the paid consulting fee to Party A in accordance with the following conditions within 30 days.

4.1.2.1. 若甲方或錄取候選人雙方任一方當事人於保證期三分之一期間內終止僱傭關係，乙方將返還顧問費全額之百分之五十。

If Party A or the recruited candidate has the employment contract terminated within one-third of the guarantee period, Party B will refund 50% of the consulting fee.

4.1.2.2. 若甲方或錄取候選人雙方任一方當事人於保證期三分之一至結束期間內終止僱傭關係，乙方將返還顧問費全額之百分之二十。

If Party A or the recruited candidate has the employment contract terminated after one-third of the guarantee period, Party B will refund 20% of the consulting fee.

4.1.3. 若因甲方經營情況發生變化、組織重整、實際工作內容與原合意之工作內容不一致、工作內容或直屬關係異動，進而導致錄取候選人於保證期內離職或終止聘僱關係，乙方將毋須提供替補人員服務亦不返還甲方所支付之顧問費。

If the recruited candidate has resigned or has the employment contract terminated during the guarantee period due to a change in Party A's business operation, company reorganization, job assignment different from the agreed job responsibility or a change in job assignment or director/subordinate relationship, Party B is not obliged to arrange a replacement or refund the consulting fee to Party A.

4.2. 兩次付款<搭配付款條件二> Two payments <according to payment term 2>

4.2.1. 所有透過乙方推薦錄取人員，乙方將提供人選履約保證期（以下簡稱保證期）。保證期將從錄取人員到職日起至日曆日計算四十五天止。

Party B will provide the candidate performance guarantee period (hereinafter referred to as the "guarantee period") for all recruits recommended by Party B. The guarantee period refers to the period from the date the recruited candidate reporting to duty to the 45th calendar day.

4.2.1.1. 若甲方或錄取候選人雙方任一方當事人於保證期三分之一期間內終止僱傭關係，甲方將無需給付次筆顧問費用（全額百分之五十）。

If Party A or the recruited candidate has the employment contract terminated within one-third of the guarantee period, Party A is not obliged to make the second consulting fee payment (50% of the full price).

4.2.1.2. 若甲方或錄取候選人雙方任一方當事人於保證期三分之一至結束期間內終止僱傭關係，甲方得減免顧問費百分之二十，仍需給付次筆顧問費用（全額百分之三十）。

If Party A or the recruited candidate has the employment contract terminated after one-third of the guarantee period, a reduction of the consulting fee by 20% will be granted to Party A, such that Party A shall have the second consulting fee payment (30% of the full price) made accordingly.

4.2.1.3. 若因甲方經營情況發生變化、組織重整、工作內容或直屬關係異動，甲方仍需於保證期滿後支付予乙方次筆顧問費用（全額百分之五十）。

Due to the change in Party A's business operation, company reorganization, job assignment or director/subordinate relationship, Party A is obliged to make the second consulting fee payment (50% of the full price) to Party B at the end of the guarantee period.

- 4.2.1.4. 若因實際工作內容與原合意之工作內容不一致，進而導致錄取候選人於保證期內離職或終止聘僱關係，甲方仍需於保證期滿後支付予乙方次筆顧問費用（全額百分之五十）。

If the recruited candidate has resigned or has the employment contract terminated during the guarantee period due to the job assignment different from the agreed job responsibility, Party A is obliged to make the second consulting fee payment (50% of the full price) to Party B at the end of the guarantee period.

5. 個人資料保護 Personal data protection

- 5.1. 若雙方為履行本合約之需要，而蒐集、處理或利用另一方提供之任何個人資料，雙方有責任遵循個人資料保護法、個人資料保護法施行細則及相關法令（合稱「個人資料保護法規」）之規定，包括但不限於：當事人告知事項、取得當事人書面同意，以及符合個人資料保護法第十九條之使用情形。

While collecting, processing or utilizing the personal data provided by the other party to perform this contract, Party A and Party B are obliged to comply with the Personal Data Protection Act, Enforcement Rules of the Personal Data Protection Act and related law and regulations (collectively referred to as "Personal Data Protection Act"), including but not limited to: the information informed by the other party, obtaining the written consent of the other party and the use of information in accordance with Article 19 of the Personal Data Protection Act.

- 5.2. 任一方於履行本合約需要而持有他方提供之個人資料時，接受方應遵守個人資料保護法規所規定之個人資料保護義務，並採取符合個人資料保護法規所定之必要措施，以防止個人資料被竊取、竄改、毀損、滅失或洩漏，且不得於本合約同意之目的、範圍及期間以外進行蒐集、處理或利用。個人資料之蒐集、處理及利用應尊重當事人之權益並應與蒐集之目的有正當合理關聯。提供方保證其所提供之個人資料均未違反個人資料保護法規，亦未侵害他人之合法權利。如接受方所持有之個人資料有被竊取、竄改、毀損、滅失或洩漏之情形時，應立即通知提供方相關事項及所採行之補救措施。

Either party while holding the personal data of the other party to perform this contract shall comply with the personal data protection obligations stipulated in the Personal Data Protection Act; also, shall take necessary measures in compliance with the Personal Data Protection Act to protect personal data against theft, alteration, damage, destruction or leakage; also, personal data shall not be collected, processed or used outside the purpose, scope and time period defined in this contract. The personal data shall be collected, processed and used in a respecting manner to the rights and interests of the parties concerned and shall be properly and reasonably connected to the intended purpose of data collection. The information provider guarantees that the personal data provided is not in violation of the Personal Data Protection Act and is not infringing the legal rights of others. If the personal data held by the recipient is stolen, altered, damaged, destroyed or leaked, the information provider shall be notified immediately if such incident occurred and the remedial measures taken.

- 5.3. 如甲方為本契約授權之目的，將乙方提供之個人資料揭露或提供予甲方之任何第三方關係人（如合作廠商），應事前以書面告知乙方，並應確保關係人遵守個人資料保護法規之相關要求。

If Party A discloses or provides the personal data received from Party B to any related party (such as, the vendors) for the authorization of this contract, Party B should be informed in writing beforehand; also, the concerned party shall be urged to comply with the Personal Data Protection Act.

- 5.4. 本合約終止、屆期或解除時，或提供方、當事人提出要求時，接受方應返還個人資料載體，及刪除本合約期間經由提供方取得、儲存或持有之個人資料。但甲方因法令規定而執行職務或業務所必須者，不在此限。

When the contract is terminated, expired or cancelled or when a request is made by the information provider or the other party, the recipient shall return the personal data media and shall delete the personal data that is received from or provided by the information provider during the contract period. However, those needed by Party A for performing duties or business in accordance with law and regulations are exempted.

- 5.5. 如一方認為他方之指示有違反個人資料保護法規情事時，應立即通知他方。任一方為遵守個人資料保護法規所定義務，而導致無法履行本合約義務，均不視為違約。

The party that believes the instructions of the other party violating the Personal Data Protection Act shall have the other party notified immediately. Either party that cannot perform the obligations of this contract while fulfilling the obligations defined in the Personal Data Protection Act shall not be regarded as a breach of contract.

- 5.6. 甲方因蒐集、處理或利用求職者的個人資料而違反個人資料保護法規時，其應負起全部責任，包括但不限於：民事、刑事及行政責任。甲方應防禦、賠償並保護乙方免於因甲方違反個人資料保護法規及/或本契約條款所生之一切訴訟、請求、追索、責任、損失、損害及費用支出（包括但不限於：律師費用）。

Party A will be held fully responsible for violating Personal Data Protection Act while collecting, processing or using the personal data of job applicants, including but not limited to: Civil, criminal, and administrative responsibilities. Party A shall defend, compensate and protect Party B from all lawsuits, claims, recourses, liabilities, losses, damages and expenses (including but not limited to: Attorney fees) arising from Party A's violating the Personal Data Protection Act and/or any clause of this contract.

- 5.7. 本條約定（個人資料保護）之義務，不因本合約之終止、屆期或解除而失效。

The termination, expiration or cancellation of this contract does not affect the validity of the obligations stipulated in this Article (Personal Data Protection).

6. 保密約定 Confidentiality agreement

- 6.1. 未經甲方授權，乙方不得將任何甲方資訊揭露予與招募流程無關之第三人。甲方亦同意，未經乙方授權，不得揭露任何求職者資料。所有提供資料僅供人員招募使用。

Party B without the authorization of Party A shall not disclose Party A's information to a third party who is irrelevant to the recruitment process. Party A agrees not to disclose any personal information of the job applicant without the authorization of Party B and all information provided is intended for personnel recruitment only.

7. 責任條款 Liability clause

- 7.1. 乙方與其分公司、股東、代理人、董事、經理人、員工，對於甲方之責任（包括此協議所約定之律師費用）不得超過甲方對於當次有爭議的人選所給付之服務費用之總額。任何法律規定對此責任另有規範者，亦同。

The liability (including the attorney fees agreed in this agreement) of Party B and its branches, shareholders, agents, directors, managers and employees owed to Party A shall not exceed the

total amount of service fees currently paid by Party A for the candidate in dispute. Such responsibility regulated otherwise by any law shall be processed the same.

- 7.2. 甲方應確認乙方所提供之求職者是否適任於該職務並負擔最終任用聘僱之責任，因人選未依據誠實信用原則提供資訊或陳述所造成之損失，乙方不負擔損害賠償責任。

Party A shall confirm the job qualification of the applicant referred by Party B and take full responsibility for the decision of employment. Party B shall not be held liable for damages resulted from the false information or statement provided by the candidate in violation of the principle of good faith.

- 7.3. 乙方及其關係企業、股東、代理人、董事、主管或職員，不論在任何情況下，對於任何特殊性、懲罰性、偶發性或間接性的損害，例如但不限於：遲延、中斷、產品損失、預期利潤或收益的損失、使用設備或系統而發生的損失、資本損失或更換設備系統或動力的損失，均無須負擔任何契約、侵權行為、無過失責任、保證或其他型態上的責任。

Party B and its associates, shareholders, agents, directors, supervisors or employees, under any circumstances, for any special, punitive, incidental or collateral damage, such as but not limited to: delay, interruption, product loss, loss of expected profits or income, loss from the use of equipment or systems, capital loss or loss from the replacement of equipment systems or power, shall not be held responsible for any contract, tort, no-fault liability, guarantee or other liability in any form.

- 7.4. 任一方履行本契約時，對於超乎該方得合理控制的原因所引起之未履行、不完全履行或遲延履行等不負責。所謂超乎該方合理控制的原因，包括但不限於天災、債爭、罷工、勞工爭議、禁令、行政命令或行政指導、或其他不可抗力事件。

Either party while performing this contract shall not be held responsible for non-performance, incomplete performance or delayed performance due to a reason beyond the reasonable control of the respective party. The so-called for a reason beyond the reasonable control of the respective party includes but not limited to natural disasters, debt disputes, strikes, labor disputes, injunctions, administrative orders, administrative guidance or other *force majeure* events.

8. 合約條款之可分割性 Severability of contract clauses

- 8.1. 若管轄法院認本契約有一條款或數個條款係無效、違法或無法執行者，本契約其他條款之有效性、合法性以及可執行性於任何情況下應皆不受影響或損害；且若有可能，任何無效、違法或無法執行之條款應做最小程度之修改，使該條款係合法、有效且可執行，以達成雙方在原條款存在時，所欲達成之目標。

If one or several clauses of the contract are considered invalid, illegal or unenforceable by the judicial court, the validity, legality and enforceability of other clauses of the contract are not affected or impaired under any circumstances; also, any invalid, illegal or unenforceable clause should be modified moderately if possible to have it become legal, effective and enforceable in order to achieve the goal intended by both parties under the governance of the original clauses.

9. 完整合意契約 Comprehensive consensus

- 9.1. 本契約及其附件構成雙方關於本契約之權利義務之完整約定而取代先前任何口頭、書面的承諾或約定。任何於本契約簽署前經雙方協議而未記載於本契約或其附件之事項，對雙方均無拘束力。

The contract and the attachments signed by the two parties constitute a complete agreement on the rights and obligations; also, it replaces any verbal or written promises or agreements made

previously. Matters that have been agreed between the parties before signing the contract but not recorded in the contract or the attachments are not enforceable against both parties.

10. 紛爭解決及準據法 Dispute resolution and applicable law

- 10.1. 本契約應依中華民國（台灣）法律解釋、詮釋與適用。關於本契約或因本契約所生之全部紛爭或解釋、履行或涉嫌違反本契約之條款者應專屬以台灣台北地方法院為第一審管轄法院。

The contract shall be interpreted, construed and applied in accordance with the law of the Republic of China (Taiwan). Taipei District Court of Taiwan shall be the court of first instance with jurisdiction for the contract or all disputes or interpretations, performance or suspected violations of the contractual clauses arising from the contract.

11. 其他 Others

- 11.1. 本合約以中文和英文兩種語言版本簽署。如果中英文版本之間存在任何差異，以中文版本為準。

The contract is prepared and signed in both Chinese and English language. If there are any discrepancies found between the Chinese and English versions, the Chinese version shall prevail.

12. 合約期限 Contract period

- 12.1. 本合約書所約定與承諾內容之有效期限為一年，期滿雙方如無反對之意思表示時，本契約於期限屆滿後每年自動續約，如有變更得於到期日前，雙方另議，並需於到期日前 30 日以書面通知。

The contract and the contractual content are valid for one year. The contract will be renewed automatically every year after the expiry date, unless either party says otherwise. Either party may issue a written notice to the other party 30 days before the expiry date to have changes made.

客戶同意上述條款並簽核如下：

The client agrees to the aforementioned terms and signs the contract as follows:

甲方 Party A:

- 公司名稱 **Company name:**
- 公司統編 **GUI Number:**
- 承辦人 **Contact:**
- 聯絡地址 **Address:**
- 聯絡電話 **Phone:**
- 聯絡電子郵件 **Email:**
- 簽署日期 **Date:**
- 公司用印 **Company Stamp:**

乙方 Party B:

- 公司名稱 **Company Name:** 鷹傑管理顧問有限公司 InAddition Consultants Ltd.
 - 公司統編 **GUI Number:** 91047829
 - 承辦人 **Contact:**
 - 聯絡地址 **Address:** 台北市大安區敦化南路一段 188 號 5 樓
 - 聯絡電話 **Phone:** +886-2-6603-9968
 - 聯絡電子郵件 **Email:** @inaddition.com.tw
 - 簽署日期 **Date:**
 - 公司用印 **Company Stamp:**
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