

LETTER OF ENGAGEMENT – BOARD LISTING

Dear Sir/Madam,

SID Board Appointment Services - BOARD LISTING

Thank you for your interest in our Board Appointment Service (BAS) – Board Listing.

SID's Board Listing is designed as an affordable service for organisations to leverage its database of qualified members who are willing to serve as Independent Directors on boards.

The following scope and approach apply when you opt for this service.

Assignment Specification

1. Approach

Client has to provide all required information via the **SID Board Listing Form** [www.sid.org.sg/boardlistingform] and agrees that SID may use such information for the purpose of providing the Board Listing.

- 1.1 The Client is required to sign this Letter of Engagement and to make payment of the applicable fees referred to in Clause 3 below before the Board Listing will be published. SID shall contact the Client for more information, if required, before posting the Board Listing. The Board Listing will be edited based on the information as provided in the completed Board Listing Form.
- 1.2 The Board Listing will be published on SID's website (www.sid.org.sg/boardopportunities), for a period of 4 weeks from the published date, and will also be communicated to members via an email with consolidated Board Listings. Client's name will be visible to members upon logging in to their SID online account.
- 1.3 SID Members who wish to respond to the Board Listing will apply for the available board position directly via an SID email created for the Client's Board Listing. All applications will be forwarded to the Client's preferred email address once received. Members will be including their SID Membership number in their application.
- 1.4 No additional fee will be payable to SID, regardless of appointment or non-appointment of candidates for the available board position(s).

2. Client's Obligations

- 2.1 Client will be required to evaluate and shortlist the applicants. We respectfully recommend that you evaluate and interview the short-listed applicants as soon as practicable upon receipt of the applications. This is to avoid the situation where they may subsequently become unavailable because they have made commitments to other potential organisations.
- 2.2 Client agrees to adhere to Singapore Personal Data Protection Act (PDPA), and to properly safeguard all applicants' personal information at all times. The expectation is for all applications to be deleted and purged from the Client's system and records after the selection process is completed.
- 2.3 Client agrees to inform SID immediately if the board position is no longer available, or has been filled.
- 2.4 Client agrees to inform SID of their selected candidate(s), and allow SID to announce the appointment(s) through its communication channels including but not limited to its Newsletter, LinkedIn Page, Directors Bulletin or other channels. All communications will be subject to SID's sole discretion.
- 2.5 Information received from candidates' applications are to be used solely for purpose of engaging board member(s) as listed with SID.
- 2.6 SID recommends Client to provide an email update to all unselected applicant.

3. Board Listing Fees

- 3.1 Non-refundable Board Listing fees in Singapore Dollars and subject to prevailing Goods and Services Tax:
 - For Listed/Private Companies
 - SID Corporate Members: **S\$250**
 - Non-SID Corporate Members: **S\$500**
 - For Non-Profits, Startups*
 - SID NonProfit Corporate Member – **S\$50**
 - Non-SID NonProfit Corporate Member **S\$100**

*Startups must be less than 5 years in operation, and non-listed.

- 3.2 SID Corporate Members are entitled to four complimentary Board Listings per year.

4. Liability of Engagement and Non-Guarantee of Candidates

- 4.1 SID does not guarantee candidates' application for the Client's Board Listing and will not be held liable for any candidate's actions and/or lack of action thereafter.
- 4.2 SID's total liability relating to this engagement shall in no event exceed the Board Listing Fees we receive hereunder for the portion of the work giving rise to liability. In no event shall SID (or their employees, office-bearers, members and agents) be liable to the Client or any other person for lost profits or any form of indirect, special, incidental, exemplary, punitive or consequential damages of any kind from any cause of action of any kind (including contract, statute, negligence, tort, strict liability or otherwise) with respect to this Engagement.

5. Applicable Laws

5.1 This Agreement shall be construed in accordance with and governed by the laws of the Republic of Singapore.

Please sign and send a copy of this letter to us via email at **bas@sid.org.sg**. Please do not hesitate to contact Ryan Leow at **64221180** if you should have any queries.

We look forward to being of service.

Kind regards,

Ryan Leow
Vice President, Membership & Board Services
Singapore Institute of Directors

ACCEPTANCE OF TERMS

We accept and agree fully with the terms and conditions of this engagement and authorise the Singapore Institute of Directors to commence with drafting and publishing of the Board Listing submitted via the SID's Board Listing Form.

Signature	
Name	
Designation	
Company/Organisation (CLIENT)	
Address	
Contact Number	
Date	