

AGREEMENT

TERMS AND CONDITIONS OF BUSINESS

1. APPOINTMENT AND AUTHORITY

- 1.1. 18fifty3 GAP Resource Management CLAUSE: The Client appoints 18fifty3 GAP Resource Management (18fifty3 GAPRM) ABN: 61605031516, Licensed Agent No. 18900781 whose address is Unit 7, 24 Iron Knob Street, Fyshwick, 2609 in the Australian Capital Territory, telephone (02) 6282 7771 to provide a recruitment service. (as applicable, the "Principal")
- 1.2. The Client authorises the Principal to do all things necessary as an employment agent to provide the Services.
- 1.3. Service includes the supply of an individual on a permanent, temporary or contracted basis ("Resources"), whether for short term, long term, fixed term or variable or indefinite term, as applicable.

2. DEFINITIONS

Advertising Expenses means any print and multimedia advertising costs in connection to the Services.

Engagement Letter means the letter signed by the Principal and approved by the Client setting out the terms of the engagement of the Resource.

Guarantor means the client unless otherwise nominated by the client.

Recruitment Fee means the fee payable by the Client to the Principal calculated in accordance with clause 5 of this Agreement. Salary Package is composed of the candidate's annual salary, the Statutory Employer Superannuation contribution and any other benefits, including but not limited to a motor vehicle, petrol allowance and mobile phone allowance. Services means the recruitment service provided by the Principal as requested by the Client and confirmed by the Principal.

3. ACCEPTANCE OF TERMS AND CONDITIONS

By signing this Agreement, the Client agrees:

- 3.1. to be bound by this Agreement; and
- 3.2. to accept details of Resources or employing or engaging Resources introduced by the Principal.
- 3.3. 18fifty3 GAPRM will conduct monthly 'after-care' checks for the guarantee period with both the Candidate and the Client upon successful placement. The Client is responsible for advising 18fifty3 GAPRM during this period of:
 - 3.3.1 The candidate's performance in their assigned role; and
 - 3.3.2 Any changes to the employment conditions, including but not limited to salary and role/job description. Failure to adhere to this will void any guarantee.

4. PROVISION OF RECRUITMENT SERVICES

- 4.1. The terms and conditions contained within this Agreement apply whenever a Client appoints and authorises the Principal to provide the Services and the Principal agrees to provide those Services.
- 4.2. Any request by the Client for the Principal to provide any Resource/s, will be confirmed by the Principal in writing to the Client.
- 4.3. The Client agrees that any provision of any relevant award applicable to the Resource must be adhered to.
- 4.4. For temporary Resource engagement, minimum bookings are for four hours and a surcharge may apply to bookings exceeding 12 hours.

5. FEES AND EXPENSES

5.1. THE RECRUITMENT FEE

- 5.1.1. The Recruitment Fee is a fixed fee for search and selection efforts as part of the Principal's professional recruitment service.
- 5.1.2. The Recruitment Fee is calculated in accordance with the following:
 - 5.1.2.1. Permanent Placement & Executive Search For permanent placement of a Resource, 16.5% (GST exclusive) of the final Salary Package (full time equivalent) offered to the successful candidate.
For Executive Search of a Resource, 18.5% (GST exclusive) of the final Salary Package (full time equivalent) offered to the successful candidate.
 - 5.1.2.2. Temporary or Contract Placement
For temporary or contract placement of a Resource, as set out in the Engagement Letter.
 - 5.1.2.3. Temporary or Contract Placement becoming Permanent
The following percentages (GST exclusive) apply:
 - (a) for placements up to 6 months -12%
 - (b) for placements from 6 to 12 months - 7.5%; and (c) for placements over 12 months - 5%, of the final Salary Package (full time equivalent) offered to the successful candidate, taking into account any adjustment required for Recruitment Fees paid while the Resource was engaged on a temporary or contractor basis.
- 5.1.3. The Client must provide the Principal with a signed copy of the Engagement Letter within seven days of acceptance by the successful candidate.

- 5.1.4. The Principal will invoice the Client on receipt of the signed Engagement Letter from the Client.
- 5.1.5. If the Client does not provide the Principal with the signed letter of offer for a successful candidate within seven working days of acceptance by the successful candidate, the Principal will issue an invoice to the Client based on the uppermost end of the Salary Package range that the Client has indicated to the Principal in writing or verbally, any candidate for that position might be offered.
- 5.1.6. The invoice for the Recruitment Fee is payable to the Principal within seven days of the date of the invoice. The Client will pay the invoice without offset or deduction.
- 5.1.7. The Principal and the Client may negotiate variations to the calculation, invoicing or payment of the Recruitment Fee set out at clauses 5.1.2 to 5.1.6 without waiver of the remaining Terms and Conditions of Business.
- 5.1.8. Any variation referred to in clause 5.1.7 must be formalised in writing. The Principal does not accept any variation to the terms of the Recruitment Fee which is not confirmed in writing by the Principal.

5.2. ADVERTISING EXPENSES

- 5.2.1. In performing its functions under this Agreement, the Principal may incur Advertising Expenses. The Advertising Expenses include copywriting, design and management of the process with the advertising medium chosen.
- 5.2.2. In the event the Client requires a print or specific campaign, the Principal will issue a Schedule of Rates to the Client.
- 5.2.3. In the event the rates change for a print or specific campaign, the Principal will issue the Client with an amended Schedule of Rates.
- 5.2.4. The Principal will seek the Client's consent to the anticipated Advertising Expenses prior to commencing the print or specific campaign.
- 5.2.5. The Client will have full editing rights of the text and will be required to sign off on the 'final draft' before it is published.
- 5.2.6. All Advertising Expenses incurred by the Principal on behalf of the Client are payable to the Principal by the Client.
- 5.2.7. The Principal will issue separate monthly invoices to the Client in relation to Advertising Expenses.
- 5.2.8. Invoices issued by the Principal to the Client in relation to Advertising Expenses are payable to the Principal within seven days of the date of the invoice.
- 5.2.9. Advertising Expenses are payable whether or not the Client employs a Resource introduced by the Principal.

5.3. WAGES AND EMPLOYMENT RELATED EXPENSES

- 5.3.1. The Principal will be responsible for the payment of wages and other employment related payment and expenses to the Resource, unless stated otherwise in this Agreement.
- 5.3.2. The Resource must submit a weekly or monthly (dependent on the Engagement Letter) timesheet signed and authorised by the Client (electronically or manually) to the Principal for payment. By signing the timesheet, the Client agrees that the charges on the timesheet must be paid by the Client, including the time worked at the agreed rate plus any overtime, travelling and/or any other incidental expense reimbursements ("Charges").
- 5.3.3. The Principal will submit invoices for Charges and other appropriate costs (including the Recruitment Fee) plus GST to the Client on a weekly, fortnightly or monthly basis in accordance with the timing for the provision of the timesheet by the Client to the Principal.
- 5.3.4. The Client agrees to reimburse the Principal for payment of all Charges, in accordance with the invoice provided by the Principal.

5.4. SECURITY & PAYMENT

Security

- 5.4.1. The Principal may require the provision of a deposit of 50% of the Recruitment Fee as reasonable security for the payment of the Recruitment Fee and Advertising Expenses (including security for the payment of interest on unpaid invoices) and may refuse to act or may stop acting for the Client if they fail to provide the requested security.
- 5.4.2. For the purposes of the preceding clause, the form of security requested may include (but is not limited to) security by way of payment of a specified amount into the Principal's bank account. It may also be taken by means of a Bank Guarantee.

Interest

- 5.4.3. If an invoice for the Recruitment Fee and/or for Advertising Expenses is not paid within seven days, daily interest on the invoiced amount will accrue at a rate of 9% per annum up to and including the day of payment of the invoice.

Commencing legal proceedings

- 5.4.4. If full payment of an invoice is not made within 42 days of receiving the invoice, the Principal reserves all of its rights with respect to the commencement of legal proceedings to recover the unpaid amount, including any legal costs and disbursements incurred in pursuing recovery of any unpaid amounts.

Guarantee and Indemnity

- 5.4.5. In consideration of the Client appointing the Principal, the Guarantor agrees to guarantee the obligations of the Client to the Principal and indemnify the Principal as follows:

- 5.4.5.1. to pay to the Principal all moneys payable by the Client pursuant to this Agreement, not paid by the Client, within seven days of receipt of written notice from the Principal demanding payment; and
- 5.4.5.2. perform all other obligations of the Client under this Agreement within seven days of receipt of written notice from the Principal demanding performance of the obligation.
- 5.4.6. The Principal may without affecting this guarantee, grant time or other indulgence, or compound or compromise with, or release the Client.
- 5.4.7. The Guarantor indemnifies the Principal against any loss which the Principal may incur because the Client may have exceeded the Client's powers or may be incompetent to enter into this Agreement and against any loss which the Principal may incur by reason of the Client going into liquidation or becoming bankrupt.
- 5.4.8. If any payment made by the Client to the Principal, in reduction of the amount owing under this Agreement, is subsequently avoided by reason of any statutory provision, the liability of the Guarantor to the Principal shall be deemed not to have been discharged.
- 5.4.9. Any demand or notice under this Guarantee may be made in writing signed by the Principal or its solicitors on the Principal's behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at the Guarantor's address set out above. If posted, such notice or demand is deemed to be properly given on the next business following the day of posting.

Indemnity

- 5.4.10. As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Principal against all liability or loss arising from, and any costs, charges or expenses incurred in connection with a breach by the Client of this Agreement. It is not necessary for the Principal to incur expense or make payment before enforcing that right of indemnity.

6. WORKING CONDITIONS

- 6.1. The Client must ensure that the premises at which the Resource is placed are safe, and that the Resource is not exposed to any risk of injury.
- 6.2. The Client must comply with all applicable health and safety laws and regulations.
- 6.3. The Client must comply with its duty of care obligations to the Resource, including those under the Work Health and Safety Act 2011 (Cth), the Work Health and Safety Regulations 2011, and all other codes of practice and Australian Standards applicable and in force from time to time, to ensure there is:
 - 6.3.1. a safe workplace;
 - 6.3.2. a safe work system;
 - 6.3.3. adequate supervision and training;
 - 6.3.4. an induction to site and equipment, including amenities and evacuation procedures; and
 - 6.3.5. an elimination of hazards, and control of risks to health and safety.
- 6.4. The Client must not allow the Resource to carry out work on a site or on equipment considered unsafe by any party, or where the Resource does not have the appropriate qualifications, previous experience or has not received adequate training.
- 6.5. The Client must notify the Principal of any injury to the Resource and notify the relevant Authority of any injuries.
- 6.6. The Principal will instruct the Resource to adhere to dress standards and present for work wearing appropriate clothing and footwear (where required). The Client must ensure that the Resource does not commence work unless wearing the correct personal protective equipment for the intended task.
- 6.7. As the Resource's employer, the Principal has the rights and responsibilities to act in consultation with the Client and Resource in relation to health and safety within the work environment.

7. TERMINATION

- 7.1. This Agreement may be terminated in any of the following circumstances ("terminating events"):
 - 7.1.1. by either the Principal or the Client giving seven days written notice to the other;
 - 7.1.2. immediately by written notice given by the Principal or the Client, in the event either the Principal or the Client:
 - 7.1.2.1. have taken any step to appoint a trustee in bankruptcy, receiver, manager, controller, liquidator, administrator or other like person of the whole or any part of its assets or business;
 - 7.1.2.2. have taken any step by a mortgagee or charge to enforce a debt held in respect of the whole or part of its assets or business;
 - 7.1.2.3. have taken any step to enter into a scheme or arrangement; or
 - 7.1.2.4. becomes insolvent or are otherwise unable to pay debts as they become due.
- 7.2. Where there is a terminating event, the Client is still liable to pay to the Principal all and any invoices issued in relation to Advertising Expenses in accordance with clause 5.2 above.
- 7.3. In relation to clause 5.1.2, the Client is liable to pay the invoice for the Recruitment Fee in accordance with clause 5.1 above.
- 7.4. Notices are to be given in writing and are to be sent, posted or delivered to the address for the parties as shown in clause 1.

8. ENDING AN ASSIGNMENT OR REPLACING A RESOURCE

- 8.1. Resource Replacement
 - 8.1.1. If at any time after the date of this Agreement but before its termination, the Resource is, at the reasonable determination of the Client, guilty of gross misconduct, the Client may request a replacement of the Resource by providing written notice to the Principal.
 - 8.1.2. The Principal will use all reasonable endeavours to replace the Resource within 24 hours.
 - 8.1.3. The Client must pay for all services rendered by the Resource up to date of request for a replacement.
- 8.2. Ending an Assignment
 - 8.2.1. The Client may otherwise end an assignment by providing written notice to the Principal as required in the Engagement Letter.

9. CASH BACK GUARANTEE

- 9.1. In the event a Resource leaves the Client or is released from service due to non-performance, provided the Client has complied with the law, within the first 30 days of commencing employment with the Client, the Principal will upon written request from the Client, reimburse the Client the Recruitment Fee (but not Advertising Expenses).
- 9.2. The Cash Back Guarantee is conditional upon the Client having paid in full the Recruitment Fee within seven days of the date of the invoice, in accordance with clause 5.1.6.
- 9.3. The Cash Back Guarantee is not available for Resources engaged on a temporary or contract basis.

10. EXTENDED REPLACEMENT GUARANTEE

- 10.1. As an alternative to the Cash Back Guarantee set out in clause 9, in the event a Resource placed by the Principal leaves the Client or is released from service due to non-performance within 30 days of commencing employment with the Client ("the original Resource"), the Principal will replace the original Resource with one other Resource within three months of the date the original Resource ceased employment with the Client.
- 10.2. The Principal will not invoice the Client a Recruitment Fee and Advertising Expenses for replacing the original Resource.
- 10.3. The Extended Replacement Guarantee is conditional upon the Client having paid in full the Recruitment Fee within seven days of the date of the invoice, in accordance with clause 5.1.6.
- 10.4. The Extended Replaced Guarantee is not available for Resources engaged on a temporary or contract basis.

11. RESTRAINT

- 11.1. If the Client employs or retains the services of a Resource outside of operation of this Agreement in any capacity whatsoever, or refers the Resource to any third party for employment during an assignment or within twelve months of the cessation of an assignment, the Client agrees to pay to the Principal a fee equivalent to the Recruitment Fee as calculated under clause 5.1 of this Agreement, within seven days of the date the Principal becomes aware of the placement. In the event that the salary cannot be accurately established, the fee will be 150 times the hourly rate at which the Resource was last supplied to the Client by the Principal.

12. SUITABILITY OF CANDIDATES

- 12.1. The Principal will make every reasonable effort to ensure the suitability of candidates. However, as the details of the qualifications and experience of the candidates are provided to the Principal by the candidate, the Principal does not accept liability for any loss, expense, damage, costs, compensation (whether direct or indirect) or delay arising in connection with a candidate irrespective of how they are caused.
- 12.2. The Client will need to satisfy itself as to the integrity, qualifications, suitability and, where relevant, medical condition for the position concerned has been met by the candidate. The final recruitment decision rests with the Client.

13. LIABILITY AND INDEMNITY

- 13.1. The Principal is not liable for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by the Client, or for which the Client may become liable, arising from:
 - 13.1.1. the introduction by the Principal of Resources (or delay in any such introduction);
 - 13.1.2. the failure of a Resource to accept an offer of employment; or
 - 13.1.3. any acts, errors or omissions on the part of the Resource, whether wilful, negligent or otherwise, whether or not occurring at the Client's premises or the place where the assignment is performed;
 - 13.1.4. any failure or alleged failure of a Candidate, to duly perform his or her obligations;
 - 13.1.5. personal injury or death of a Candidate, or any other person howsoever arising from, or related to the performance by a Resource of his or her obligations; and
 - 13.1.6. damage to any property arising from or related to the performance by the Resource of his or her obligations.

13.2. The Client indemnifies and continues to indemnify the Principal on a full indemnity basis in respect of all losses, liabilities, costs or claims related to the Resource's employment with the Client, including but not limited to, termination of the employment by the Client.

13.3. Clause 13.3 does not affect the operation of clauses 11 (Cash Back Guarantee) and 12 (Extended Replacement Guarantee).

14. GOVERNING LAW

14.1. These Terms and Conditions are governed by the law in force where the registered office of the Principal is situated, and the Principal and the Client submit to the exclusive jurisdiction of the courts of that place.

15. AFFILIATED SERVICES

15.1. The following recruitment businesses are affiliated:

15.1.1. Living Recruitment Pty Ltd ("LR") ABN: 79143435778;

15.1.2. GAP Resource Management (Aust) ("GAP") ABN: 68 162 404 239.

15.2. The officeholders for the recruitment businesses set out at clause 15 are the same.

15.3. The Client acknowledges this disclosure.

15.4. All payment terms for the recruitment businesses set out at clause 15 are the same.