

AGREEMENT FOR THE PROVISION OF RECRUITMENT SERVICES

These Terms and Conditions shall constitute an Agreement between EGM Partners or EGM Executive Search and Recruitment (trading as EGM Recruitment Pty Ltd., ABN: 24 613 658 389, EGM Consulting Pty Ltd., ABN: 34 635 577 418, EGM Recruitment Pty Ltd. & The Trustee for Johnson Family (SA) Trust, ABN: 60 610 093 482 (EGM)) and the client. These Terms and Conditions become effective when you, our client, return a signed copy of this agreement to us, or engage one of our recommended candidates or temporary employees, after having received a copy of this document via paper, email or on our website. If any of these terms are held by a Court to be illegal or unenforceable, that term will be severed from all other terms without affecting the validity or enforceability of all other terms.

1. RECRUITMENT

1.1 Recruitment Process

1.1.1 Upon verbal confirmation of a vacancy, EGM will immediately undertake to search for, advertise, screen and interview suitable candidates. Pre-selected candidates will be reference checked to validate their technical competencies, qualifications and previous performance and presented to the client for first stage interviews.

1.1.2 The client accepts full responsibility for the final selection of the successful candidate.

1.1.3 The acceptance of candidate details followed by interviewing of a candidate or engagement of a candidate introduced by us, or the passing to any other person or organisation of personal information pertaining to a candidate introduced to you by us, will amount to your acceptance of the Terms and Conditions.

1.1.4 You must notify us immediately where a candidate who we have introduced to your organisation accepts an engagement with you. Once you agree to engage a candidate introduced by us for any position within your organisation, whether as an employee or in any other capacity, within 12 months of the initial introduction (6 months for unsolicited candidate floats interviewed), you agree to pay us an amount calculated in accordance with the fee schedule below.

1.1.5 Introductions are confidential. Should an introduction result in the engagement of a candidate, either as an employee or any other capacity, to any other division or any related or associated company or firm, or any other employer you will be liable to pay us a fee calculated in accordance with the fee schedule below, as if the candidate has been engaged by you.

1.2 Advertising

1.2.1 Where agreed and set out below, EGM will advertise the position(s) in the following newspapers and magazines and you agree to reimburse EGM for the costs detailed below within 14 days of receipt of invoice:

Newspaper/Magazine:
Estimated Cost (plus GST):

1.3 Schedule of Fees for Permanent Recruitment

1.3.1 For all permanent placements the fee is based on a percentage (%) of the total annual remuneration package of the successful candidate, inclusive of superannuation and any other allowances or regular bonuses such as for vehicle or travel (where applicable). Total Remuneration Package Fee for Services (% of TRP + GST)

STANDARD FEES –

Permanent or Fixed Term Minimum Placement Fee (conditions apply) \$4,500

Up to \$99,999 = 16% Above \$99,999 = 18%

Legal Search = 20%

Executive Search = 22%

1.3.2 A placement fee is payable for all candidates introduced by EGM who accept employment with you. An invoice will be issued on the same day as the candidate accepts the position, and full payment of invoices for permanent or fixed term engagements must be paid within seven (7) days from the date of invoice.

1.3.3 Any claim or dispute raised does not entitle the client to set off against or withhold payment for the permanent placement fee of any candidate placed by EGM, as all placements are covered by our replacement guarantee as per clause 1.4.

1.3.4 The fee for the placement of a permanent part-time employee will be calculated as per the above fee schedule, and based on the full-time equivalent salary.

1.3.5 We reserve the right to charge a fee if work is undertaken by us on a position that is subsequently withdrawn or canceled after a short-list of candidates has been presented to you.

1.4 Replacement Guarantee

1.4.1 If a candidate you have recruited through us leaves your employment within the first three

(3) months of the date of commencement we will endeavour to find a replacement free of charge. This replacement guarantee only applies when our fee has been paid within 7 days of the date of invoice, and we have been notified in writing within seven (7) days of the occurrence of a termination, providing the termination is for reasons other than retrenchment, change of job description or working conditions. The client is not entitled to a refund under any circumstances but may hold the credit for the replacement of this position (the position being replaced) for up to 12 months. All additional costs incurred are not included in this guarantee and will be invoiced at cost plus GST. The credit may only be applied to the role being replaced. If the role title, duties, salary or location changes, then it is a different role and the replacement guarantee will not apply. The guarantee applies only to roles that are placed at EGM's standard fees. Recruitment fees below 15% TRP plus GST do not qualify for a replacement guarantee unless otherwise specified and agreed upon. The replacement guarantee can only be used once for each placement.

1.4.2 There is no replacement guarantee on a fixed term placement.

1.5 Introductions

1.5.1 EGM defines a candidate introduction as the referral of a candidate's personal particulars to the client. This includes the receipt of resumes via email or in writing.

1.5.2 Should the client engage a candidate, introduced to the client by EGM within a period of twelve (12) months from the date of introductions either through its own resources or through another recruitment agency, the client will be liable to pay to EGM the full placement fee as per this agreement.

1.6 Privacy All candidate information provided to the client as a short list is confidential, as per the Privacy Act of 1988. The details of all unsuccessful candidates must be disposed of by the client once the successful candidate has been chosen.

2. SERVICE FEES

2.1 Cancellation Fee:- Temporary (Temp) Candidates: If EGM has performed the Services and the Client accepts a Temp Candidate but the

Client cancels a booked shift less than two (2) hours before that booked shift is due to commence, then the Client must pay a Cancellation Fee calculated by multiplying the Service

Fee hourly rate plus GST by 2 (e.g. \$45.00 per hour x 2 = \$90.00);

2.2 Calculation of Service Fees: Unless otherwise agreed in writing, the Service Fees will be:-

Temp Candidates: charged on a 'per-hour' basis, for a minimum of four (4) hours per shift and will include overtime rates which must be paid to Temp Candidates.

2.3 Temp Candidates – Service Fees (Miscellaneous)

If EGM is required by law to pay a Temp Candidate an increased rate, the Services Fees will automatically increase to reflect the increased rate from the date the increased rate comes into effect (including backdating) and the Client must pay any shortfall in Service Fees already invoiced.

2.4 If the Client converts a Temp Candidate to a Permanent Candidate, the Client must pay further Service Fees in accordance with permanent schedule of fees as listed above unless otherwise agreed by EGM.

2.5 Invoices: EGM will issue tax invoices to the Client For Temp Candidates, on a weekly basis.

2.6 GST: All tax invoices will include an additional amount for GST.

2.7 Invoice Period: The Client must pay each tax invoice for temporary candidate invoices within seven (7) days from the invoice date.

2.8 Invoice Queries: All queries regarding invoices must be raised by the Client with EGM within 7 days of the invoice date, failing which, the Client will be deemed to have agreed to the invoice. The Client must provide all information and cooperation to EGM to enable legitimate queries to be resolved promptly.

3. ENGAGEMENTS

3.1 General

3.1.1 If the Client requires the services of a Candidate who has previously worked for the Client or has been introduced to the Client through EGM, the Client must request their services through EGM and must not contact the Candidate directly.

3.1.2 The Client must not refer any Candidate to any third party. All referrals must be directed to and through EGM.

3.2 Temp Candidates:

3.2.1 If the Client wishes to negotiate a variation to the status of a Temp Candidate currently working with the Client, the Client must contact EGM and must not negotiate directly with the Candidate.

3.2.2 EGM is solely responsible for payment of wages, superannuation, income taxation, GST, any other obligation incidental to the services provided by the Temp Candidates.

3.2.3 If the Client wishes to change the Temp Candidates' original duties, the Client, before the work is undertaken, must notify EGM and such change will be conditional upon EGM verifying with the Temp Candidate, and notifying the Client in writing, that the Temp Candidate is qualified, competent and willing to perform the changed duties.

3.2.4 EGM's invoices for Service Fees will be based on timesheets completed by Temp Candidates including overtime rates payable for overtime worked by Temp Candidates. The Client must ensure Temp Candidates forward copies of their timesheets (detailing exact hours worked) to EGM weekly. Where no timesheet is provided, the Client must provide to EGM in writing the Temp Candidates' hours.

3.2.5 The Client must sign Temp Candidates' timesheets (or approved online) which will be confirmation by the Client that the hours and time allocations shown on those timesheets are correct and Service Fees will be invoiced based on the timesheets. The Client warrants to EGM that the timesheet signatory has authority to bind the Client.

3.2.6 Subject to the requirement to pay Service Fees and Cancellation Fees, either party may terminate the engagement of a Casual Temp Candidate by giving one (1) hour's written notice to the other party. Termination of a Maximum Term Candidate will be in line with the Fair Work Act. EGM will give Temp Candidates notice of termination upon receipt of a notice from the Client.

3.2.7 Where a Temp Candidate is required to travel, the Client must pay all travel expenses.

4. OCCUPATIONAL HEALTH AND SAFETY

4.1 General: The Client must provide a safe work environment for Candidates in accordance with all laws, regulations and requirements of applicable authorities. 4.2 Permanent Candidates: The Client has a duty of care and is solely responsible for ensuring that Permanent Candidates work in a healthy and safe environment.

4.3 Temp Candidates

4.3.1 The Client and EGM jointly have a duty of care and obligations to Temp Candidates regarding occupational health and safety (OH&S).

4.3.2 The Client must provide and ensure that Temp Candidates attend an induction/job familiarisation prior to Temp Candidates commencing work for the Client.

4.3.3 EGM and the Client must use best endeavours to cause Temp Candidates to comply with their OH&S policies and to assist each other in doing so, including providing full documentation of each other's policies when requested. The Client must allow EGM to enter the Client's premises to conduct inspections, incident investigations and audits relating to the OH&S of the Temp Candidates.

4.3.5 If a Temp Candidate is injured, the Client must notify EGM as soon as practicable upon becoming aware of the incident.

4.3.6 The provision of personal protective equipment is the responsibility of the Client.

4.3.7 The Client must give EGM prior notice if the Client requires a Temp Candidate to: work in excess of 12 hours per shift, or work more than 13 continuous shifts; or have a rest period of less than 10 hours between shifts.

4.3.8 EGM may refuse to supply Temp Candidates to the Client where, in EGM's opinion, the circumstances pose an unacceptable OH&S risk to the Temp Candidates.

5. CLIENT OBLIGATIONS

5.1 The Client must:-

5.1.1 comply with the terms of this Agreement;

5.1.2 always act in good faith;

5.1.3 comply with all laws, regulations and rules of applicable authorities; and

5.1.4 have and maintain, and warrants that it has and will maintain, liability insurance which provides cover for all activities carried out by the client, including against liability for work carried out by all Candidates to the fullest extent possible.

Client specific scope:

Client Representative –

Name:

Position:

Signature:

Date: