

TERMS OF BUSINESS – VERSE GROUP PTY LTD

These Terms of Business supersede any previous Terms of Business that the Company may have issued and will apply as between the Company and the Client in respect of the recruitment of any permanent or temporary staff, unless a prior agreement in writing of alternative Terms of Business has been signed by a duly authorised representative of the Company.

Definitions

The following definitions and rules of interpretation apply in these Terms of Business unless the context requires otherwise:

"Company" means Verse Group Pty Ltd;

"Client" means the person placing a vacancy with the Company;

"Candidate" means any individual introduced by the Company to the Client for the purposes of possible employment with or engagement by the Client or a related body corporate of the Client;

"Candidate Introduction" means the passing of a Candidate's resume or profile by the Company to the Client via any means whether electronic or otherwise;

"Candidate Engagement" means the engagement, either directly or indirectly, of a Candidate by a Client including but not limited to by way of direct employment or by way of engagement through a third party;

"Fixed Term Hire" means the engagement of a Candidate by a Client for a fixed period of time, in which the Client directly engages the Candidate and is wholly responsible for all payment for services provided by the Candidate and further is wholly responsible for all taxes and insurances arising from the engagement including but not limited to payroll tax, workers compensation, public liability insurance and professional indemnity insurance.

"Related Body Corporate" has the same meaning set out in the Corporations Act 2001 (Commonwealth);

"Temporary Candidate" means a Candidate on a Temporary Candidate Engagement; and

"Temporary Candidate Engagement" means an engagement, either directly or indirectly, of a Candidate by a Client including but not limited to by way of direct employment or by way of engagement through a third party for a specified period.

A reference to a **clause** is to a clause of these Terms of Business

A reference to a **party** means a party to these Terms of Business and includes the executors, administrators, successors, permitted assigns and substitutes (as the case may be) of that party.

A reference to a **person** includes:

- (i) a body corporate, an unincorporated or other entity and conversely: and
- (ii) a reference to that person's executors, administrators, successors, permitted assigns and substitutes including but not limited to a person to whom this agreement is novated.

1. ACCEPTANCE OF TERMS OF BUSINESS

A Candidate Introduction or Candidate Engagement will be taken as the Client's acceptance of these Terms of Business. The Client will be liable to pay a fee (as outlined in clause 3.1 for permanent placements, clause 4.1 for temporary placements and clause 5.1 for Fixed Term Hires to the Company for any Candidate Engagement, Temporary Candidate Engagement or Fixed Term Hire occurring within a period of 12 months after a Candidate Introduction.

Subject to clause 2, if the Client refers any information, resume or profile regarding a Candidate to a Related Body Corporate or a third person, this will be taken as acceptance of these Terms of Business by the Client, and the Client will be liable to pay a fee to the Company if the Candidate is engaged, whether on a permanent or temporary basis, by the Related Body Corporate or third person.

2. CONFIDENTIALITY

Submission of Candidate resumes or profiles to the Client is in the strictest of confidence. Onward referrals to a Related Body Corporate of the Client or to a third person can only be done with the Company's authorization.



3. PERMANENT STAFF

3.1 Fee Structure

The fee payable to the Company is based on a percentage of a Candidate's overall remuneration package. The remuneration package is based on base salary, plus any other benefits, which may include, but is not limited to, superannuation, bonuses (if this is not guaranteed, then an approximate figure will be used), loans, car allowances, commissions, (this will be based on OTE) etc. In the event that a Candidate has a car as part of their package, instead of a car allowance, this will be valued at \$15,000 unless otherwise stated.

The standard fees payable to the Company in respect of a Candidate Engagement will be calculated on the basis of the following percentages* of the overall value of a Candidate's remuneration package:

Package to \$99,999	16.0%
Package from \$100,000 to \$199,999	18.0%
Package from \$200,000 upwards	20.0%

*Fees for part-time engagements (both permanent positions and fixed term hire) will also be based on the salary package to be paid to the candidate, however the percentage that will be applied to this package in order to calculate the fee payable, will be that which is equivalent to the percentage that would be applied if the candidate was to receive a remuneration package based on full-time employment.

The above fees become payable to the Company as soon as a Candidate introduced to the Client by the Company is engaged by the Client.

If the Client refers any information regarding a Candidate or the Candidate's resume or profile to a Related Body Corporate or a third person and the Related Body Corporate or third person engages the Candidate, either directly or indirectly, then the Client will be liable to pay a fee to the Company in respect of the engagement as though the Candidate had been engaged by the Client and on the basis of the fee structure set out in this clause.

The Client will notify the Company immediately of any job offer or other offer of engagement it makes in relation to a Candidate.

If after the Company has introduced a Candidate to the Client, the Candidate approaches the Client directly, these Terms of Business will still apply and the Client will be liable to pay a fee to the company if the Candidate is engaged by the Client.

3.2 Guarantee

If the Company places a candidate with the Client and the candidate leaves the Client within 3 months of the candidate's start date, the Company will use its best endeavours to find a replacement for that candidate. If the Company finds a replacement candidate for the Client, then a fee will only be payable in the instance that the fee payable for the replacement candidate exceeds that fee paid or payable for the original candidate placed by the Company with the Client. Fees paid by the Client will not be refunded by the Company under any circumstances and any fees owed at the time of the candidate's departure will remain payable.

This guarantee will only apply if:

- (a) The termination of the candidate's engagement was not due to the candidate's position being made redundant, a change of the candidate's job description, unacceptable working conditions with the Client or transfer of the candidate to a company related to the Client; and
- (b) the Company's fees in respect of the engagement of the candidate were paid within 14 days of the date of invoice

3.3 Advertising/ Retained Assignments

Pricing structures for additional services provided to the Client by the Company such as advertising or

retained/exclusive assignments will be agreed on a case-by-case basis.

3.4 Candidate Engagement

The Company will endeavour to ensure the complete authenticity of all information supplied to the Client, and will make every reasonable effort to ensure Candidates are of a suitable quality. However, the final decision on whether to engage a Candidate must be made by the Client.

The Client is responsible for obtaining any medical, police or other background or nationality checks in respect of a Candidate. The Company does not accept any liability for any loss, expense, delay or damage suffered by the Client, a Related Body Corporate or a third person arising from any failure to obtain such checks.

3.5 Payment Terms

All fees are payable by the Client, within 14 days of the date of the Company's Invoice. GST will be charged in addition to the fees.

3.6 Liability

The Company does not accept liability for any loss, expense, delay or damage arising from any act, omission or negligence of any Candidate introduced by the Company to the Client, or by the Client to a Related Body Corporate or third party.

4. TEMPORARY STAFF

4.1 Fee Structure

The Client will agree to pay an hourly or daily fee (plus GST) to the Company for the duration of any Temporary Candidate Engagement, as agreed by the Client and the Company prior to the commencement of the Temporary Candidate Engagement. This fee will include all statutory charges where applicable, (including workers compensation, payroll tax and superannuation).

Regardless of the duration of the Temporary Candidate Engagement, the minimum charge for a Temporary Candidate Engagement will be 4 hours.

Should any Candidate introduced by the Company to the Client be employed by the Client or a Related Body Corporate during the engagement or within a period of 12 months after the conclusion of a Temporary Candidate Engagement, the Client will be liable to pay a fee to the Company as outlined in clause 3.1. Placement guarantees will not apply in such cases.

Should any Candidate introduced by the Company to the Client be required or re-engaged as a Temporary Candidate Engagement with the Client or a Related Body Corporate within a period of 12 months after the conclusion of a Temporary Candidate Engagement, the Client will be liable to pay an hourly or daily fee (plus GST) for the duration of the assignment. The fee will be agreed by the Client and the Company prior to the Temporary Candidate being re-engaged.

4.2 Candidate Engagement

From the commencement of a Temporary Candidate Engagement, the Client is responsible for managing and directing the Temporary Candidate. The Client must provide the necessary information, tools and environment to the Candidate, to ensure the work required during the Temporary Candidate Engagement can be carried out by the Temporary Candidate. All acts, errors or omissions by the Temporary Candidates are the Client's responsibility, as if the Temporary Candidate is a permanent member of the Client's staff.

The Client is responsible for obtaining any medical, police or other background or nationality checks in respect of a Candidate. The Company does not accept any liability for any loss, expense, delay or damage suffered by the Client, a Related Body Corporate or a third person arising from any failure to obtain such checks.

The Company will endeavour to ensure the complete authenticity of all information supplied to the Client, and will make every reasonable effort to ensure Candidates are of a suitable quality. However, the final decision on whether to engage a Candidate must be made by the Client.

The Client must sign timesheets to ensure an accurate record of the Temporary Candidate's hours of work.

The Client must ensure a safe working environment for the Temporary Candidate. The Client is to provide the Temporary Candidate with all necessary occupational health and safety training, site specific and work-specific inductions and comply at all times with Commonwealth and State legislation governing the Client's place of work and the Client's obligations to its staff and people at its place of work.

4.3 Payment Terms

Fees payable in respect of a Temporary Candidate Engagement are payable by the Client within 7 days of the date of the Company's Invoice. GST will be charged in addition to the fees.

4.4 Liability

The Company does not accept any liability for any loss, expense, delay or damage suffered by the Client, a Related Body Corporate or a third person arising from any act, omission or negligence of any Temporary Candidate.

5. FIXED TERM HIRE

5.1 Fee Structure

The Client will pay margin fees to the Company based on the percentages specified in 3.1 calculated in accordance with the annual remuneration of the Candidate, pro-rated for fixed periods of time. This Fixed Term Hire margin fee will be billed in advance for a minimum 3 month term at intervals of no less than 3 months for a maximum of 12 months, after which no further fees will be payable by the Client.

If the Fixed Term Hire continues for a period of less than 12 months, and the Candidate introduced by the Company to the Client is re-engaged by the Client within a period of 12 months after the conclusion of a Fixed Term Hire, the Client will be liable to pay further fees to the Company as outlined in clause 5.1.

5.2 Guarantee

No guarantee will apply to Fixed Term Hires and no refunds will be provided for any period of time not worked by the Candidate, for any reason.

5.3 Candidate Engagement

From the commencement of a Fixed Term Hire, the Client is responsible for managing and directing the Candidate. The Client must provide the necessary information, tools and environment to the Candidate, to ensure the work required during the Fixed Term Hire can be carried out by the Candidate. All acts, errors or omissions by the Candidates are the Client's responsibility, as if the Candidate is a permanent member of the Client's staff.

The Client is responsible for obtaining any medical, police or other background or nationality checks in respect of a Candidate. The Company does not accept any liability for any loss, expense, delay or damage suffered by the Client, a Related Body Corporate or a third person arising from any failure to obtain such checks.

The Company will endeavour to ensure the complete authenticity of all information supplied to the Client, and will make every reasonable effort to ensure Candidates are of a suitable quality. However, the final decision on whether to engage a Candidate must be made by the Client.

5.4 Payment Terms

Fees payable in respect of a Fixed Term Hire are payable by the Client within 14 days of the date of the Company's Invoice, which will be issued on the date that the Candidate commences providing services to the Client and thereafter on renewal of the Fixed Term Hire. GST will be charged in addition to the fees.

5.5 Liability

The Company does not accept any liability for any loss, expense delay or damage suffered by the Client, a Related Body Corporate or a third person arising from any act, omission or negligence of the Candidate supplied as a Fixed Term Hire.