

Parties

These Terms of Business are between The People Network Pty Ltd (The People Network) and its Client each time The People Network provides services to a Client.

Acceptance of Terms of Business

The Client agrees to be bound by these Terms of Business by accepting details of personnel, viewing personnel or employing or engaging personnel introduced by The People Network for a Permanent position offered by the Client, or for a Contract Assignment with the Client, or by expressly accepting proposals by The People Network through written agreement, deed or correspondence. These Terms of Business are not required to be signed to be enforced. Unless rejected in writing upon receipt of these Terms of Business, any action from the Client in response to The People Network introducing/representing candidates (calls, interviews, screening, referring, forwarding resumes) will be deemed as acceptance of these terms in full.

Variation to Terms of Business

Any variation to the Terms of Business must be mutually agreed by both parties in writing.

Definitions

"Candidate" means any person who has sought or obtained placement by The People Network in (i) Permanent or fixed term employment with a Client of The People Network, or (ii) by way of a contract assignment with a Client of The People Network.

"Client" means any person or body to which The People Network provides services and any Client Related Entity.

"Client Related Entity" means any entity connected with the Client including (i) an entity with a common interest in an economic enterprise, for example, a related body corporate (as that term is defined in the Corporations Law) or a joint venture partner, or (ii) another government department or organization within the public service sector.

"Contract Assignment" means the provision of either an Independent Contractor, or an On-Hire Employee to carry out a contract assignment for a Client of The People Network.

"Fixed Term" means any person who has accepted or obtained placement by The People Network on a fixed term basis with a Client of The People Network. A Fixed Term Placement is employed by the Client and the Client takes responsibility for payroll, legislative requirements.

"The People Network" means The People Network Pty Ltd (ABN 336 188 634 42) and any The People Network Related Entity.

"The People Network Related Entity" means any entity connected with The People Network by a common interest in an economic enterprise, for example, a related body corporate (as that term is defined in the Corporations Law) or a joint venture partner.

"Independent Contractor" means any entity engaged by The People Network to carry out a contract assignment with a Client of The People Network, who is engaged as an independent contractor and not as an On-Hire Employee. They are usually charged on an hourly, daily or project basis, which is dependent on the project and negotiated prior to commencement of each assignment or specific project.

"On-Hire Employee" means any person placed by The People Network on a contract assignment basis with a Client of The People Network, who is employed or engaged by and payrolled by The People Network. They are usually charged on an hourly, daily or project basis, which is dependent on the project and will be negotiated prior to commencement of each assignment or specific project.

"Permanent" means any person who has accepted or obtained Permanent employment with a Client.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"Privacy Laws" means Privacy Act (Cth) 1988 (and amendments including the Privacy Amendment (Private Sector) Act 2000 (Cth)).

"Standard Fee Structure" means the then standard The People Network fee structure.

1. FEES.

1.1. The flat rate for service is 18% of either the contracted salary or agreed third-party contract.

1.2. Any and all amendments to fees must be made in writing and approved by The People Network Pty Ltd.

1.3. All fees are strictly payable within fourteen (14) days of the invoice date. Part payments are not permitted unless approved in writing by us prior to the invoice being issued.

1.4. If a reduced fee has been offered and the Client fails to meet the agreed payment terms, The People Network reserves the right to re-invoice at the standard fee structure above.

1.5. Should an invoice that has been reissued at the standard fee structure due to a failure to meet the payment terms; not be paid within 14 days, The People Network Pty Ltd reserves the right to charge interest on the unpaid amount at the equivalent of 10% annually; calculated daily.

1.6. Any breach to the conditions within these terms that result in an invoice being issued to the Client; will be done at the standard fee structure above with no consideration for any previous fee agreements.

1.7. Unless a variation agreement is in place, the fee for service is as listed above in 1.1. Ongoing reduced fees are not guaranteed regardless of any previous business dealings. The standard fee structure is to be assumed and accepted unless a signed variation agreement exists.

1.8. Invoices for contingent recruitment placements will be issued on receipt of signed contract from the candidate.

Fees for Permanent Assignments, Fixed Term Assignments and Buy-outs

1.9. Retained Assignment (Mandated Assignment) – The Client has requested an exclusive service to seek Candidates.

1.10. Advertised Search - This is a combination of advertised recruitment and the utilisation of search in specific industries or areas.

1.11. Search - Means the identification of potential Candidates by The People Network and/or the Client and the targeting and direct approach of such Candidate by The People Network.

1.12. The placement fee for all three of the above is as per the Standard Fee Structure and is payable as follows:

- One-third of the total estimated fee upon acceptance of the assignment;
- One-third of the total estimated fee on commencement of interview of any/all shortlisted Candidates;
- The balance is payable upon successful completion of the assignment, which occurs as soon as an offer has been made and is formally accepted by the Candidate by way of a signed contract;

The Client must pay for all work performed by The People Network until the Client terminates the assignment.

1.13. Contingent Assignment – The Client is seeking candidates but is not necessarily seeking an exclusive approach. The fee is as per the Standard Fee Structure.

1.14. Fixed Term Placement – The placement fee for a Fixed Term placement is as agreed in writing between the parties. Further fees will apply should the candidate extend beyond the initial contract period to a maximum of twelve (12) months.

1.15. Invoicing for the final amount in relation to completion of a Contingent Assignment or Fixed Term Placement (1.6, 1.7, 1.8) will take place as soon as the offer has been made and accepted by the successful candidate.

1.16. Permanent placement and fixed term placements fees are calculated according to the Standard Fee Structure as a percentage of a Candidate's commencing annual remuneration package. The annual remuneration package includes base salary, employer superannuation contributions (including compulsory contributions), allowances, inducement payments, anticipated commission and bonus earnings and non-salary benefits such as provision of a motor vehicle. A car included in the package will be valued at \$20,000 or the amount specified in the contract/offer letter if greater than \$20,000. The value of all other non-salary benefits will be taken into account and agreed between The People Network and the client. Where a Candidate is placed in a Permanent role on a part-time basis the salary for calculating the placement fee will be on the basis of a full-time equivalent salary. (not pro-rata).

Fees for Career Management, Coaching, Outplacement and Medical/Psychological & other Testing Services

1.17. Fees for Career Management, Coaching and Outplacement Services are dependent upon the choice of program considered appropriate to specific circumstances. The total fees are payable at the designated times irrespective of the duration of the assignment or when the candidate obtains employment. The provision of Career Management/Outplacement services is designed to facilitate and improve the chances of the candidate in question obtaining alternative employment but the provision of this service is in no way directly or implicitly a guarantee that alternative employment will ultimately be found.

1.18. Fees for Medical and Psychological and other Testing Services depend on the complexity and duration of the requested tests and will be strictly payable within seven days of the invoice date. Each position may require a different mix or battery of tests and, in some cases, individual one-to-one counselling may also be required, which all contributes to the varying levels for fees. This will be agreed with the client prior to undertaking testing.

2. Permanent Placements - General Provisions

Replacement Guarantee

2.1. If the requirements set out in this clause are met, The People Network shall extend a replacement guarantee for Candidates recruited and placed as Permanent employees with the Client.

2.2. This guarantee means that if the successful Candidate ceases employment with the client within three months of commencement of such employment (or six months in the case of placements secured through Executive Search at the full fee rate) ("Guarantee Period"), and the requirements set forth below are met, The People Network will endeavour to find a replacement Candidate for the position without charging additional placement fees.

2.3. In circumstances where the fee is paid on acceptance of offer by the Candidate, and a Candidate withdraws their acceptance of an offer of employment from the Client prior to commencing such employment, the replacement guarantee may also apply, subject to the terms set out below.

2.4. The replacement guarantee only applies if:

- a) all fees, charges and expenses owing by the Client in respect of the placement of the original Candidate have been paid in full in accordance with the payment terms set forth in these Terms of Business, and the Client has no other amounts outstanding to The People Network;
- b) the request to replace the Candidate is given exclusively to The People Network;
- c) The People Network is notified as soon as practicable that the client wishes to invoke the guarantee, and in any event within the Guarantee Period;
- d) the original job description and assignment specification does not alter; and
- e) there is not an unreasonable delay by the Client in instructing The People Network to source the replacement Candidate.

2.5. The replacement guarantee does not apply:

- a) if the Candidate's employment ceases for reasons beyond The People Network's control such as redundancy, restructuring, economic circumstances, company closure, change of management or substantial change from the original job description; or
- b) if the Candidate is engaged by the Client in an On-Hire Employee capacity through The People Network immediately prior to the acceptance of a Permanent position with that client; or
- c) to replacement Candidates provided under this Clause; or
- d) where the Candidate's employment ceases as a result of demonstrated instances of bullying, harassment, discrimination or abuse, or any other breach of the Fair Work Act 2009 and any associated legislation.

2.6. The replacement guarantee is not transferable to other placements or recruitment services, and the Client is not entitled to any credit or refund for replacement guarantees that the Client does not wish to pursue or which are undertaken by The People Network but not completed.

2.7. Any additional advertising costs are not included in this replacement guarantee.

2.8. If the remuneration package of the replacement Candidate increases from the original Candidate by >\$5,000, an adjustment invoice will be issued for the difference at the rate of the original placement fee.

Responsibilities After Permanent Placement

2.9. Once a Candidate is placed as an employee with a Client, the Client is the Candidate's employer and has sole responsibility for the employee. The People Network has no liability or obligations in respect of the Client's employee, including, without limitation, in respect of the termination of employment of the employee for any reason by the Client. This also applies to Fixed Term Placements.

3. General Terms

Introduction of Candidates

3.1. The People Network treats the introduction of Candidates and their details as strictly confidential and therefore requires the Client to do the same.

3.2. If a Candidate or their details are introduced to, or passed on to the Client (including the transfer of a candidate's details to the Client's database), and that introduction or transfer results in the Permanent employment or engagement on a contract basis of the Candidate, the Client must pay The People Network the appropriate fee in accordance with these Terms of Business at The People Network's Standard Fee Structure.

3.3. Any direct application from a Candidate or 3rd party referral to the Client that occurs post the introduction/representation of the Candidate by The People Network does not eliminate or reduce The People Networks Candidate ownership or rights of Introduction/representation. This ownership remains in force for 12mths from the date of the last interaction (representation, interview, correspondence) between The Client & The People Network with respects to that Candidate.

Non-Solicitation of The People Network employees.

3.4. The Client shall not solicit The People Network employees.

3.5. In the event that a Client places a The People Network employee in a role with the Client or any other person or body to whom the Client has introduced the employee, the Client will be charged a fee of 30% of either the total remuneration of the The People Network employee at the time of their engagement with The People Network or their new engagement with the Client or any other person or body to whom the Client has introduced the employee – whichever is the greater.

Liability and Indemnities

3.6. The People Network makes every effort to maintain a high standard of Candidates and to provide proper details of their qualifications and experience. However, as these details are based on information provided to The People Network by the Candidate, their referees, and other third party organisations as relevant, The People Network is not liable for any errors, omissions, inaccuracies or incorrect conclusions. Clients are responsible for the final recruitment decision and must satisfy themselves as to the suitability of the Candidate.

3.7. The People Network 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:

- a) the introduction by The People Network of Candidates (or delay in any such introduction); or
- b) the failure of a Candidate to accept an offer of employment or Contract Assignment.

3.8. The Client indemnifies The People Network (and keeps The People Network indemnified) on a full indemnity basis in respect of all losses, liabilities, costs or claims arising from or related to:

- a) the actions or omissions of a Candidate, performing an assignment for the Client, whether wilful or negligent and whether or not occurring at the Client's premises or the place where the assignment is performed;
- b) any failure or alleged failure of a Candidate, to duly perform his or her obligations;
- c) personal injury or death of a Candidate, or any other person howsoever arising from, or related to the performance by a Candidate of his or her obligations; and
- d) damage to any property arising from, or related to the performance by a Candidate, of his or her obligations;
- e) any occasion when an On-Hire Employee or Independent Contractor carrying out a Contract Assignment with the Client is required to attend jury duty during the course of the Contract Assignment;
- f) any omission, inaccuracy or conduct of the Client in relation to the recruitment services.

3.9. The Client further indemnifies The People Network (and keeps The People Network indemnified) on a full indemnity basis in respect of all claims related to the Candidate's assignment with the Client, including but not limited to termination of the assignment by the Client.

Goods and Services Tax (GST)

- 3.10. All fees payable under these terms of business are exclusive of GST.
3.11. GST will be added to the fee at the prevailing rate unless it is assessed by The People Network to be GST exempt.
3.12. Out of pocket expenses, when applicable, will be calculated and charged as the amount incurred by The People Network (net of any input tax credit to which The People Network is entitled) plus GST as applicable.

Privacy

3.11. The Client agrees to comply with the terms of the Privacy Laws regarding Personal information and not to use Personal Information except for the purpose of engaging or considering a Candidate, On-Hire Employee or Independent Contractor to provide services to the Client. The Client must ensure that before disclosing any Personal Information to The People Network the Client is entitled to disclose that information and without taking any further steps as required by the Privacy Laws The People Network may use and disclose such information for the purpose of providing recruitment services under these Terms of Business.

Expenses

- 3.12. Display advertising costs will be discussed and agreed with the Client in advance and billed at the applicable rate.
3.13. Out of pocket expenses which may be included (such as accommodation, meals, travel, parking & couriers/postage) must be agreed with the Client in advance.
3.14. All expenses will be separately invoiced immediately after those expenses are incurred. Such invoices are strictly payable within seven days of the invoice date.

Payment for Work Performed

3.15. The client shall make payment to The People Network for all work performed, including where the client materially changes its specifications and The People Network performs additional work. Unless otherwise agreed, this will be billed at \$200/hr + GST and all costs (i.e. advertising) will be billed at a fixed rate. Online ads will be billed at \$500 + GST per ad.

Other Client Obligations

- 3.16. The Client is requested to refer all direct applicants and internal applicants to The People Network when engaging The People Network on exclusive, retained or paid search work.
3.17. The Client must notify The People Network as soon as the Client makes an offer of employment to a Candidate introduced to the Client by The People Network and must provide details of that offer.
3.18. If the Client defers a hiring decision in respect of a recruitment assignment performed by The People Network and a Candidate is hired within 12 months of the date of the initial introduction by The People Network or the first interview, whichever is later, the Client must pay to The People Network the appropriate placement fee in accordance with these Terms of Business.
3.19. A mutually agreed fee will be charged to a Client where Candidates on the The People Network database are transferred to a Client's database.
3.20. Parties agree that any dispute arising from these Terms must be resolved through mediation and negotiation to the extent possible and practicable.

- 3.21. These Terms contain the entire agreement between the parties and supersedes all prior understandings, negotiations, agreements, written or oral, express or implied, in relation thereto.
3.22. These Terms are governed by the laws of New South Wales.

People Operations Solutions

- 3.23. For any engagements resulting from an approved fee proposal for exclusive, secondment, in-house or project specific solutions, the Client agrees to be bound by both the terms set out within the fee proposal and the terms set out within this document.
3.24. Should an exclusive, secondment, in-house or project specific agreement be cancelled before the agreed duration specified in the fee proposal, the Client agrees to pay out the contracted/agreed day rates based on the following commitment periods:
3.25. Payouts following cancellation of exclusive, secondment, in-house or project specific solutions will be invoiced upon the advice of the cancellation and are payable within 14days of the date of invoice.
3.26. Dates and signatures on the standard Terms of Business and People Operations Solution fee proposals are for acceptance of the solution only.
3.27. People Operations Solutions effective dates are the date in which the agency agreement ceases and where agency fees outlined in Section 1. Fees; are not applicable.

Signed by
Name:
Position:
Date: / /

Signed by The People Network Pty Ltd
Name: Adrian Brown
Position: Managing Director
Date: / /