

EXCLUSIVE TERMS OF ENGAGEMENT
AGREEMENT FOR THE PROVISION OF RECRUITMENT SERVICES

1. Acceptance of Terms & Conditions

- 1.1 These Terms and Conditions shall constitute an Agreement between Your People Solutions 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 whether it is permanent 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.
- 1.2 These terms and conditions can be changed by Your People Solutions without notice. Your People Solutions recommends you review these terms regularly online at www.yourpeoplesolutions.com.
- 1.3 If a change is required to these Terms and Conditions by you the client, you must notify Your People Solutions in writing of your intentions before accepting any new referrals or introductions of candidates from Your People Solutions otherwise these Terms and Conditions will be deemed as accepted.

2. Recruitment Process

- 2.1 Upon verbal confirmation of a vacancy and after receiving a copy of this agreement from the client, Your People Solutions will immediately undertake procedures that may include searching for, advertising, screening, and interviewing 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.
- 2.2 The client accepts full responsibility for the final selection of the successful candidate.

3. Advertising

- 3.1 Where agreed and set out below, Your People Solutions will advertise the position(s) in the following newspapers and magazines and you agree to reimburse Your People Solutions for the costs detailed below within 7 days of receipt of invoice:

Newspaper/Magazine	Date	Estimated	Cost	(plus	GST)
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4. Fee for Service (Placement Fee)

- 4.1 For all 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).
5. "Annual Salary Package" shall include salary, employer superannuation contributions and bonuses, consultancy fees, car, car-parking and phone allowances, shares, incentives, drawings, relocation payments, sign-on bonus, income or life insurance and any other benefits negotiated by the candidate whether or not they are actually paid. A car shall be deemed to be valued at **\$16,000 per annum and a car park at \$7500 unless otherwise set out in writing in the offer to the candidate. Any contract offers of 6 months or more will be treated as a full fee.** Irrespective of whether we were briefed by you (or whether the introduction was speculative) and irrespective of the amount of time expended by us or by you, the quantum of the fee remains unchanged.
- 5.1 **Unless otherwise agreed, Your People Solutions charges the client an placement fee(s) based on the expected first-year remuneration package, inclusive of superannuation, expected first-year bonuses and commission, site uplift and site allowances, as well as any other payments or benefits. The provision of a company car is valued at \$16,000 per annum. GST will be added.**
6. **The fees payable by you have two elements: a placement fee and any applicable expenses. Our payment terms for both fees and expenses are 7 days from the invoice. A table to calculate our professional fees is set out below, exclusive of GST:**

Annual Salary Package	Contingency	Retained Assignments and Search/Advertising
Up to \$54,999	18%	15%
\$55,000 to \$99,999	20%	18%
\$100,000 to \$149,999	21%	19%
\$150,000+	23%	20%
Partners/General Counsel	25%	21%
Firm/Team Acquisitions	25% of the total of all salary packages	21% of the total of all salary packages

- 6.1 A placement fee is payable for all Your People Solutions candidates who accept a permanent position with you. An invoice will be issued on the same day as the candidate accepts the position and must be paid no later than seven (7) days from the date of invoice for the replacement guarantee to be activated.
- 6.2 The fee payable to us will be calculated as a percentage of the candidate's gross equivalent annualised remuneration package (plus GST) which will be taken to include base salary and all other benefits or allowances which represent remuneration in other forms, such as superannuation, subsidised housing loans, bonuses, commissions etc. Motor vehicles provided to staff will be valued at a minimum of \$16,000.00 per annum or as agreed in the package. Where a placement is part-time, the salary will be equated to full-time equivalent, and the fee shall be charged on that salary.
- 6.3 These fees are to be paid at the time specified in any invoice we issue to you, or if no invoice is issued or time is stated, you will pay at the following times:
- 6.3.1 Retained Assignments – where you have requested an exclusive service to seek candidates.
- i) 33% upon acceptance of the engagement and signed Terms of Business
- ii) 33% upon presentation of a shortlist.
- iii) The balance remaining upon the successful completion of the assignment.
- 6.4 Contingent Assignments – where you are seeking candidates but are not necessarily seeking an exclusive approach.
- 6.5 **Payment for Work Performed (Cancelled or Withdrawn Work)**

- 6.6 The client shall make payment to YP Solutions for all work performed, including where the client materially changes its specification, and YP Solutions performs additional work.
- 6.7 A minimum fee of \$4,700 (plus GST) will apply to any permanent placement. We reserve the right to charge a fee if we undertake work on an assignment that is subsequently withdrawn or cancelled after a shortlist of candidates has been presented to you.
"Cancellation Fee" means the fee payable by the Client to the Agency when the Client withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer and which is calculated in accordance with clause
- 6.8 Time is of the essence in relation to payment and we may require earlier payment or cash upon delivery of the services if you credit worthiness becomes uncertain. All payments must be made in full without any set-off or deduction whatsoever. If you fail to pay on time then without prejudice to any other remedy we may:
 - 6.9 Cancel this contract or suspend supply.
 - 6.10 Set off any other payments you have made against amounts due.
 - 6.11 Charge you interest calculated daily and compounded monthly at 10% at the date of payment and the costs of recovery (including on a full indemnity basis and legal costs).
 - 6.12 Any claim or dispute raised does not entitle the client to set off against or withhold payment for the placement fee of any candidate placed by YPS, as all placements are covered by our replacement guarantee as per clause 5.
 - 6.13 If full payment is overdue by more than 7 days or any proceedings related to insolvency is taken or you make any arrangement or composition with creditors then we may treat ourselves as being discharged from this agreement and (without prejudice to any other remedy) any fees will become immediately due and payable and the replacement guarantee will be invalid.
 - 6.14 We will not be responsible for any delays caused by or in any way related to or arising out of any cause outside our reasonable control. Delays due to force majeure do not relieve you from the obligation to pay for services already provided.
 - 6.15 A retainer fee will apply to all appointments over \$200,000. The retainer fee will be calculated as one-third of the total placement fee, which is to be paid at the time of signed Terms of Business. The remainder of the fee will be invoiced on the date of commencement of the permanent placement.
 - 6.16 Press advertising, unless otherwise negotiated, will be paid for by the client. If Your People Solutions are working on the role then the client will be invoiced for the full amount of advertising plus 10% admin fee. If YPS are not working on the role and acting as a mailbox only then the client will be invoiced for the full amount of advertising plus 30-50% fee admin fee.
 - 6.17 Transferring a temporary employee over to permanent employment will attract a standard permanent placement fee as outlined in this agreement. However, a discounted fee may be negotiated after the temporary employee has been on assignment with the client for a period of six (6) months or more. A replacement guarantee will not apply to such placements.
 - 6.18 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.
 - 6.19 We reserve the right to charge a fee if work is undertaken by us on a position that is subsequently withdrawn or cancelled after a short-list of candidates has been presented to you.
 - 6.20 Dates quoted for supply are given in good faith and are approximate only. All warranties and representations whether express or implied by law, trade, custom or otherwise are to the extent permitted by law excluded.
 - 6.21 You acknowledge that no intellectual property is conveyed or vests in you or any other person pursuant to this agreement.

7. Additional Costs

- 7.1 You agree to reimburse Your People Solutions for the following out of pocket expenses within 7 days of receipt of invoice.

Expenses Detail	Estimated Cost (plus GST)
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8. Replacement Guarantee

- 8.1 If a candidate you have recruited through us leaves your employment within six months of the date of commencement, we will endeavor to find a replacement free of charge. This replacement guarantee only applies when our fee has been paid with seven (7) days from the date on the 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. This replacement guarantee is valid for a period of up to six (6) months from termination date and as the replacement guarantee is valid for a period up to six (6) months from termination date and as the replacement guarantee relates to a specific job description, we reserve the right to negotiate our replacement terms should changes occur in the role originally recruited for and is non- transferrable.
- 8.2 The client is not entitled to a refund or credit in respect of any guarantee not taken up by the Client or undertaken but not fulfilled by YPS. However, all additional costs including but not limited to advertising, travel, couriers and other out of pocket expenses are not included in this guarantee and will be invoiced at cost plus GST. If the replacement guarantee has not been utilised within three (3) months of the candidate leaving, the offer will be rescinded. Where a replacement is recruited there will be no guarantee period applicable for such a placement. For the avoidance of doubt there is no replacement guarantee on a fixed term placement. Where a placement is recruited for there will be no guarantee period applicable for such a placement. For the avoidance of doubt there is no replacement guarantee on a fixed term placement.
- 8.3 Should you choose to advertise through seek yourself and recruit a candidate for this position during our terms of engagement. The replacement guarantee will be invalid. Should you decide to employ a replacement candidate directly YPS will deem the replacement recruitment assignment credit to have been used irrespective of whether the candidate is offered a permanent position or not. A guarantee does not apply to the replacement candidate.

9. Introductions

- 9.1 Your People Solutions defines a candidate introduction as the referral of candidate's personal particulars to the client. This includes the receipt of resumes via email or in writing.
10. You will be deemed to have accepted these terms and conditions by instructing us to provide you with CVs or acting upon an introduction made by us. "Introduction" shall include the provision of a CV, report or name, whether orally or in writing. An introduction occurs whether or not: the candidate was introduced in response to a specific request or on a speculative basis
 - 10.1 Any member of your organization knew the candidate previously
 - 10.2 The candidate's application is initially rejected
 - 10.3 You subsequently become aware of the candidate via another source
 - 10.4 The Introduction period of a candidate will become active upon receiving of the candidate's personal particulars, the end of an assignment or the re-submission of that candidate to the client.
 - 10.5 The acceptance of candidate details or 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. No variation can be made to these terms without the written consent of a Director of YPS.
 - 10.6 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, even if the introduction is made indirectly, whether as an employee or in any other capacity, within thirteen months of the initial introduction, you agree to pay us an amount calculated in accordance with the fee schedule below. A candidate introduced indirectly includes anyone introduced by another candidate who had themselves been introduced by us in the previous thirteen months.

- 10.7 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 as if the candidate has been engaged by you.
11. Should you pass on an introduction of a candidate which results in an engagement of the candidate in the capacity of an employee or any other capacity in which the candidate receives remuneration for the provision of their services to any company including associated entities, divisions, companies, firms or entities or any unrelated employer, you will be liable to pay a permanent placement fee as if the candidate had been engaged by you, payable on invoice by us.
12. Should you, or any subsidiary, or associated company, or related body corporate of yours subsequently re-engage the candidate, or use the candidate, within the period of 13 calendar months from the date of termination a full fee becomes payable (with no entitlement to a refund). Each contract with us expires 13 months from either the date of initial introduction by us of a candidate or the taking of a step by us at the request of either you or the candidate (whichever is the latter). Any offer of employment or engagement in whatever form, (including partnership or merger, contract, consultancy, retainer etc.) made within that period shall attract a professional fee even if the employment or engagement is not concluded or finalised until after the 13 month period set out above has elapsed. An "offer" shall include an undertaking, arrangement or understanding.
13. Our replacement guarantee applies in the event that a placed candidate voluntarily resigns or is terminated for performance-related reasons within the guarantee period. However, this guarantee does not apply in cases where the candidate's employment ends due to circumstances beyond our control, including but not limited to death, serious illness, or pregnancy (including maternity leave or related circumstances). In such instances, no replacement or refund will be provided.
- 14. Privacy**
- 14.1 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.
- 15. Relationships**
- 15.1 All temporary candidates on Your People Solutions database have completed the Your People Solutions recruitment process.
- 15.2 All temporary candidates are assigned under the supervisions and control of the client. Any acts, errors and omissions of these candidates are they willful, negligent or otherwise for the duration of the assignment are the responsibility of the client. Your People Solutions cannot accept the responsibility for any claim, error, loss, expense or damage caused through any misconduct, dishonesty or lack of skills by submitted or successful candidates.
- 15.3 If the client wishes to transition one of our candidates from temporary to permanent employment the client will speak first directly to YPS. A placement fee will apply (as per clause 4.1). A guarantee will not apply to such placements.
- 15.4 If the client is not satisfied with the candidate provided by Your People Solutions and wants a replacement, the client will first speak directly with Your People Solutions about the replacement.
- 16. Fees and Employment Conditions**
- 16.1 Your People Solutions will inform the client of the hourly charge rate applicable to the particular assignment prior to the commencement of the assignment unless otherwise indicated the fees and or rates and all other consideration for any supply made under these terms and conditions are exclusive of any GST.
- 16.2 Your People Solutions are responsible for the payment of all temporary employees and for all deductions and payments of statutory levies including income and payroll tax, leave loading, superannuation, workers compensation, professional indemnity and public liability.
- 16.3 Your People Solutions pays its temporary employees on a weekly basis and therefore the client will be invoiced weekly. Full payment of invoices must be paid within seven (7) days from the date of invoice.
- 16.4 Temporary employees are paid on the provision of a timesheet, signed by an approved client representative.
- 16.5 Where Your People Solutions is required to pay penalty rates, these will be included in the charge to the client.
- 16.6 Your People Solutions reserves the right to negotiate pay rates for temporary employees.
- 16.7 Your People Solutions rates are subject to change when necessitated by such factors as statutory increases. Your People Solutions will endeavor wherever possible to notify the client of these changes in advance.
- 16.8 The minimum charge for any booking or for any day shall be four (4) hours. If the period of engagement of the temporary employee extends beyond the anticipated duration, all conditions will continue unchanged unless varied in writing and agreed to by both Your People Solutions and the client.
- 16.9 If a client employs a Your People Solutions candidate within twelve (12) months of their last assignment through their own means or another recruitment agency, a permanent placement fee will be charged, payable within seven (7) days of invoice. No guarantee applies to such placement.
- 10.10 The client agrees not to on-hire or re-supplies Your People Solutions temporary employees to any other person or organisation.
- 10.11 Time is of the essence in relation to payment and we may require earlier payment or cash upon delivery of the services if your credit worthiness becomes uncertain. All payments must be made in full without any set off or deduction whatsoever. If you fail to pay on time then without prejudice to any other remedy we may; cancel or suspend supply of temporary employees, set off any other payments you have made against amounts due; charge you interest calculated daily and compounded monthly at 2% above the base rate of NAB at the date of payment and the costs of recovery (including on a full indemnity basis and legal costs).
- 10.12 Liquidation clause: You the "client" In the event of our client's foreclosure, liquidation, bankruptcy voluntary or involuntary closure regardless of what you are or were trading as will unconditionally make Your People Solutions statutorily preferred in the order of payment. All total wages and entitlements owed to YPS will not be seen as invoices but as wages and will be paid in full including and in accordance with all tax's superannuation and mandatory charges.
- 17. Occupational Health & Safety**
- 17.1 The safety of the temporary employee is the joint responsibility of the client and YPS Brady Consulting. All parties must work together to ensure a working environment free from hazards and risks to the health and safety of the temporary employee.
- 17.2 The client is required to advise Your People Solutions immediately if there is any change in job description, work required or safety consideration of the temporary.
- 17.3 The client is required to report all workplace mishaps, incidents, near misses, injuries, illnesses, dangerous occurrences and hazardous conditions Your People Solutions and demonstrate that appropriate action has been taken to reduce or where possible eliminate workplace hazards.
- 17.4 The client agrees to induct the temporary employee into their workplace and instruct them on how to perform their job safely.
- 18. Cancellation of either Temporary or Permanent Staff**
- 18.1 Any cancellation of an assignment by the client must be advised to Your People Solutions at least 24 hours before the assignment is due to commence or if this is not possible as soon as practicable.
- 19. General**
- 19.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of South Australia and are subject to the jurisdiction of the courts of South Australia.
- 19.3 The company shall be under no liability to whatsoever to the client for any indirect loss and/ or expense (including loss for profit) suffered by the client arising out of a breach by the company of these terms and conditions.

- 19.4 In the event of any breach of this contract by the company the remedies of the client shall be limited to damages. Under no circumstances shall the liability of the company exceed the fee of services.
- 19.5 The company reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the company notifies the client of such change.
- 19.6 Neither party shall be liable for any default due to any act of god, terrorism, war, strike, lockout, industrial action, fire, flood, drought, storm or another event beyond the reasonable control of either party.
- 19.7 Neither this agreement nor any rights or obligations hereunder may be assigned or otherwise transferred.