

Terms of Business

About the Terms of Business:

Propelum Pty Ltd (**we**) provides recruitment and contracting services. These Terms of Business set out the terms on which we agree to provide, and Sample Pty Ltd (**you**) agree to acquire, recruitment and/or contracting services from us. If you accept these Terms of Business, please sign below and return a copy to us. You will be deemed to have accepted these Terms of Business by accepting any CV or resume from us, or if you request or conduct an interview with, or employ or engage (whether in a permanent, fixed term, temporary or contract position), any person introduced by us to you, or if you pass any information about any person introduced by us to you to any third party.

Client Details:

Client Name: Search role: **Per Candidate resume provided**
Postal Address: Search type: Contingent, non-exclusive.
Contact person name: HR and Recruitment manager Position: Head of People & Culture
Email address: Phone Number:

Propelum Details:

Contact person name: Martin Stewart Position: Client Director
Email address: martins@propelum.com.au Phone Number: +61 468475741

1. Defined Terms

In these Terms of Business, unless the context requires otherwise:

Annual Salary Package means gross base annual salary plus:

- Superannuation & allowances.
- anticipated (or "on target") commission or bonus payments.
- inducement payments.
- any other payment made, and benefits provided (expressed as a monetary value) in connection with employment; and
- where a car is provided, \$15,000 allowance.

Assignment Confirmation means a letter or email from us to you confirming the commercial terms that apply to each assignment by us of a Contractor to you.

Candidate means a person Introduced to you by us for potential employment by you, whether in a permanent or fixed term role.

Contractor means a person Introduced to you by us for potential engagement by you for a contract assignment.

Direct Engagement means the employment, engagement or use of any Contractor other than via us (whether in a permanent, fixed term, temporary or contract position), and **Directly Engage** has a corresponding meaning; and

Introduction means the introduction or referral of a Candidate or Contractor to you by us, whether by interview in person or by telephone, by the passing to you of a CV, resume or profile, or by the provision of any other.

information which identifies them as being potentially available or suitable for employment by you or to undertake a contract assignment for you and **Introduce** has a corresponding meaning.

2. Responsibilities

We agree to:

- if appropriate in our opinion, arrange for our standard classified and/or online advertising at no charge to you.
- advise you of the Candidate's or Contractor's experience, training and qualifications as advised to us by the Candidate or Contractor.
- take reasonable steps to confirm the Candidate or Contractor meets your requirements for the role or assignment as advised by you to us, including (in the case of Candidates) testing and reference checking Candidates as agreed with you; and
- organise interviews between you and the Candidate or Contractor and notify the Candidate or Contractor of the outcome of those interviews.

You agree to:

- not contact directly any Candidate or Contractor Introduced to you regarding any offer or potential offer of employment or engagement or any other matter relating to the employment or engagement of that Candidate or Contractor, until such time as the Candidate or Contractor has been employed or engaged in accordance with these Terms of Business.
- give any Candidate to whom you make an offer a reasonable period to accept or reject that offer;

- (c) in respect of each Contractor:
 - (i) supervise, direct and control the Contractor during the course of an assignment, to ensure your satisfaction with the Contractor's standard of work;
 - (ii) be responsible for all acts, errors or omissions of the Contractor, whether wilful, negligent or otherwise; and
 - (iii) not disclose to the Contractor the rate payable by you to us for the Contractor's services.
- (d) comply with all relevant laws in relation to your employment or engagement of any Candidate or Contractor and:
- (e) advise us immediately in writing if you (or a third party to whom you may have introduced a Candidate or Contractor) employs or engages the Candidate or Contractor, and advise us of the terms agreed with the Candidate or Contractor so that we can calculate the recruitment fee due to us under clause 3 or 4 below (as applicable) including, if requested by us, by providing us with a copy of the offer letter and employment contract or contract for services and related documentation.

If you reasonably consider that the work of any Contractor is unsatisfactory, you may direct us to remove that Contractor, either permanently or temporarily, with one week's notice. Otherwise, you agree to continue engagement of any Contractor for the term documented in the Assignment Confirmation.

3. Charges – per placed Candidate

You agree to pay a recruitment fee to us in respect of each Candidate(s) introduced to you by us and employed by you, calculated as follows:

Base salary package - defined in section 1	% Fee*
Annual salary approx \$150,000 AUD	18% +GST

* Fee as a percentage of Annual Salary Package.

The full recruitment fee will also be payable by you if:

- (a) you initially reject the Candidate, or the Candidate initially rejects your offer of employment, and you subsequently employ the Candidate within 12 months of Introduction; or
- (b) a third party to whom you have introduced the Candidate employs the Candidate within 12 months of Introduction.

You agree to pay related expenses incurred by us in connection with the services provided to you including (but not limited to) any advertisement or promotion outside of our standard classified and/or online advertising, travel, accommodation, communications, psychological testing and other incidental costs. Costs will be advised to you and approved prior to being incurred.

A candidate known to you through previous employment, connection, introduction, social media or processes will still be subject to the placement fee unless written notice of exclusion is provided before the search begins.

You agree to pay the recruitment fee and approved expenses payable to us, without off set or deduction, within 14 calendar days of the date that the Candidate commences employment with you.

(or with a third party in the circumstances set out in above).

Charges - Contractors

You agree to pay the hourly or daily charges set out in the Assignment Confirmation, without off set or deduction, on or before the 20th day of the month following the date of our invoice. You also agree to reimburse us for all pre-approved expenses incurred by us in relation to our services, or by the Contractor in connection with the assignment.

You agree that if, within 12 months of the date of Introduction or the completion of the most recent assignment, whichever is the later, you (or a third party having been introduced to the Contractor by you) Directly Engage a Contractor, you will pay us a recruitment fee calculated as follows:

- (c) where the period of Direct Engagement is for 6 months or more, 18% + GST of the Annual Salary Package;
- (d) where the period of Direct Engagement is for less than 6 months, 9% + GST of Annual Salary Package (if the Direct Engagement is extended beyond the initial term or the Contractor is re-engaged within 12 months of the commencement of the initial term, and the sum of the periods of Direct Engagement exceed 6 months, a further 9% + GST of Annual Salary Package is payable); and
- (e) where the Annual Salary Package cannot be easily ascertained, 18% + GST of the hourly rate to be paid to the Contractor by you times the number of hours per week to be worked by the Contractor times 46 weeks. Where the number of hours to be worked by the Contractor is not known, an average of the hours worked over the preceding 3 months of their assignment with you (or pro-rata if shorter) will be used or, in situations where the Contractor has been Introduced to you but not engaged for an assignment via RWA, the calculation will be based on a 40-hour week or such other figure as we may agree with you in writing.

4. GST / Late Payment

All fees exclude GST unless otherwise stated. GST is payable at the same time and in the same manner as is any other amount payable under these Terms of Business, where that amount is subject to GST.

If any amount falls overdue for payment under these Terms of Business, we may charge interest on the overdue amount from the date on which payment of that amount falls overdue until the date on which payment is made in full. Interest will accrue and be calculated on a daily basis at the rate of 2% per annum above the rate that our principal banker charges for unarranged overdrafts, compounded monthly.

You must pay all costs, fees and expenses incurred by us (including solicitor/client costs any collection agency) in collecting any overdue payment.

5. Guarantee - Candidates

If a Candidate employed by you through Propelum freely

resigns or is justifiably dismissed within the period of 3 months from commencement of employment you must immediately advise us in writing.

We will have an exclusive period of 2 months in which to introduce a suitable replacement candidate to you. If we do not introduce a suitable replacement (in our reasonable opinion) to you within that exclusive two-month period, we will provide you with a credit equal to the amount of the fee (excluding expenses) paid by you to us in connection with that Candidate.

That credit may be applied toward any fees payable by you to us within the 12-month period following the date the credit is given. Any balance remaining of that credit at the end of the 12-month period will be forfeited.

No credit will apply if:

- (a) you do not give us the opportunity to introduce a replacement candidate to you within the exclusive period;
- (b) you independently advertise or independently source a replacement candidate within the exclusive 2-month period referred to above;
- (c) you fail to reasonably co-operate with us in any other way in sourcing a replacement Candidate;
- (d) the original Candidate's employment is terminated or is found to have been terminated as a result of unjustified dismissal, redundancy, inappropriate management of the Candidate by you, false or misleading information provided by you to us or the Candidate during the recruitment process, or any other default on your part;
- (e) unless we agree otherwise, the Candidate's employment was terminated in accordance with Australian state and federal law.
- (f) the original Candidate was employed in the circumstances referred to in the second paragraph of clause 3 of these Terms of Business; or
- (g) any payment due to us has not been paid by the due date.

If the Annual Salary Package of the replacement Candidate is higher than the original Candidate's Annual Salary Package, you will pay us the difference between the fee paid in relation to the original Candidate and the fee that would be due in relation to the replacement Candidate.

Signatures:

Terms of business accepted by the parties signing below:
on behalf of

by its authorised signatory:

Signature: _____

Name: _____

Position: _____

Date: _____

6. Confidentiality

We will keep confidential all information provided by you which relates to your business and which you declare is confidential or which is otherwise reasonably understood by us to be confidential. All information in respect of a Candidate or Contractor is confidential information imparted to you for the sole purpose of enabling you to determine whether the Candidate or Contractor is suitable for employment or engagement by you, and you must treat such information in accordance with the requirements of the Australian Privacy Act 1988 (Privacy la

7. Liability

We are not liable for and will have no liability whatsoever in connection with any untrue statements or misrepresentations by any Candidate or Contractor or any third party which are passed on to you by us.

Contractors supplied by us are engaged as independent contractors, and are deemed to be under your supervision, direction and control from the time they report to take up duties and for the duration of each assignment.

We accept no liability for any economic loss, loss of revenue or business interruption, damage, costs or delay arising out of or in connection with the Introduction or employment or engagement by you of any Candidate or Contractor or in connection with any services provided to you or work performed for you by any Candidate or Contractor.

Without restricting the limitations set out above, if we are found to be liable to you then our liability is limited to the fee paid by you for the services in respect of which such liability arises.

8. Governing Law

These Terms of Business are governed by the laws of Queensland and the parties submit to the exclusive jurisdiction of the Queensland courts.

9. Variation

No modification, alteration, or addition to these Terms of Business will be binding on us unless accepted in writing by our authorised signatory.

Signed for and on behalf of

Propelum Pty Ltd

by its authorised signatory:

Signature: _____

Name: Martin Stewart

Position: Director

Date: _____