



TERMS AND CONDITIONS OF BUSINESS

1. Parties to this Agreement

These Terms and Conditions are between THE AMPLIO GROUP ABN 74 142 653 674 (the "Company") and the individuals, company, or other such business entity (the "Client") that has requested the Company to provide recruitment services to source Candidates to be considered for employment by the Client (the "Assignment").

2. Acceptance of these Terms

- 2.1. The Company agrees to provide these Terms and Conditions to the Client when accepting any Assignment from the Client.
- 2.2. Acceptance by the Client of these Terms and Conditions is agreed to have occurred once the Client directs the Company (either orally or in writing) to proceed to source prospective Candidates for employment by the Client. The Client agrees to be bound by these Terms and Conditions irrespective of whether it has signed this Terms and Conditions document or acknowledged its agreement to be bound by these terms.

3. Application of these Terms and Conditions

These Terms and Conditions constitute the sole and entire agreement between the parties and no variation, amendment, modification or addition to any of its terms shall be of force or effect unless the same shall be in writing and agreed to by the Company.

4. Types of Assignments

- 4.1. Before commencement of any Assignment the Client shall provide to the Company a full description of the position to be offered to the Candidate together with details of the range of remuneration that is to be negotiated with the Candidate.
- 4.2. At this initial stage before the commencement of the Assignment the parties are to specify and agree in writing upon the nature of the Assignment. The various types of Assignments are as follows:-
 - a. Exclusive Assignment - this is an assignment where the Company is given the exclusive right by the Client to source Candidates for a particular position and where the Client agrees that it will not make any effort on its part or through other parties to source a Candidate for this position; and should the client obtain details of possible candidates from other sources, the client agrees to refer these candidates to the Company for assessment together with the other candidates, which are being sourced by the Company.
 - b. Non-Exclusive Assignment - this is an assignment where the Client engages the Company to source a Candidate but is entitled to make its own efforts to secure a Candidate or simultaneously use other recruitment consultants.
 - c. Assignments on Retainer - are assignments where the Company requires the Client to pay for its services progressively as the work is carried out, in advance of placement of a Candidate with the Client. Either Exclusive or Non-Exclusive Assignments can be Assignments on Retainer.
 - d. Contractor Assignments - are assignments to provide temporary staff paid on an hourly rate by the Company. These staff are not employed by the Client but are contractors.

5. Fees charged by the Company for its services

5.1. The Client agrees to pay the Company a fee for the introduction of a Candidate for a permanent position of employment with the Client in accordance with the below scale of fees being a percentage of the gross remuneration which the Candidate is agreed to be paid during the first twelve months of their employment by the Client.

Gross Remuneration	Exclusive Assignment	Non-Exclusive Assignment	Guarantee
Up to \$22,999	10% plus GST	12.5% plus GST	3 months
\$23,000 - \$34,999	12.5% plus GST	15% plus GST	3 months
\$35,000 - \$59,999	15% plus GST	17.5% plus GST	3 months
\$60,000 - \$119,999	17.5% plus GST	20% plus GST	3 months
\$120,000 and higher	20% plus GST	22.5% plus GST	3 months

Gross remuneration is to include all salary, superannuation, and all other payments or taxable emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client. If a Candidate is provided with a motor vehicle or car allowance it will be included within the gross remuneration and be valued as a salary component of \$15,000 per annum or at the actual annualized cost to the Client, whichever is the higher sum. The fees for completed Exclusive and Non Exclusive Assignments that are not Assignments on Retainer shall be invoiced on the date that the Company's candidate accepts an offer of employment from the Client. The Company's invoice payment terms shall be 14 days from candidate's commencement date.

5.2 Discontinuance Fees for Exclusive Assignments

Where the Client has agreed to engage the Company on an exclusive basis in relation to a particular Assignment:-

- i. the Client obtains a Candidate from another source; or
- ii. the Client appoints an internal Candidate to the role; or
- iii. the Assignment is discontinued by the Client after its commencement; or
- iv. the Assignment is terminated or temporarily halted; or;
- v. the Client changes the nature of the Assignment such that it must be recommenced by the Company; then:-
 - a. the Client agrees to pay the Company one third of the fee that would be payable in accordance with the table in 5.1 (based on the median range of the anticipated gross remuneration of the candidate) for the work undertaken by the Company prior to the short listing of Candidates; and
 - b. the Client agrees to pay to the Company a further one third of the fee that would be payable in accordance with the table in 5.1 (based on the median range of the anticipated gross remuneration of the candidate) where the Company has presented a short list of Candidates, being where the Company has presented to the Client the documentation in relation to the Candidates it has assessed and which it proposes the Client proceed to interview.

These fees will be invoiced by the Company to the Client after the occurrence of any of the above events.

For the purposes of clause 5.2, anticipated gross remuneration is defined as being the proposed gross remuneration to be paid to the Candidate as directed by the Client in accordance with clause 4.1. Where a range of remuneration is proposed then a median figure between this range will be

used.

Assignments on Retainer

5.2 The method of payment for Assignments on Retainer will be as follows:-

- i. One third of the fee that would be payable in accordance with the table in clause 5.1 if a Candidate proposed by the Company was employed by the Client (based on the median range of the anticipated gross remuneration of the Candidate) shall be invoiced to the Client on commencement of the Assignment;
- ii. A further one third of the estimated recruitment fee as calculated in 5.4 (i) shall be invoiced to the Client at the completion of the short listing of Candidates;
- iii. A final fee will be invoiced by the Company when one of the Company's Candidates commences employment with the Client. This fee shall be calculated on the Candidates actual gross remuneration in accordance with the scale in clause 5.1 less the two previous progress payments invoiced to that stage.

The invoices referred to in (i) and (ii) above are to be paid by the Client within fourteen (14) days of invoicing and are payable irrespective of whether the Client proceeds to employ any of the Candidates that are proposed by the Company after the short listing stage.

Temporary Staff

5.3 The hourly rate for temporary or contract staff will be negotiated on the acceptance of each brief and will vary according to the assignment length, skills required and any other requirement.

The hourly rate will include wages, superannuation, holiday pay, payroll tax, sick leave and worker's compensation. Staff will be paid under the appropriate award where applicable and on receipt by the Company, from the Client, of the appropriate endorsed time sheets.

5.4 Invoices will be issued by the Company on a weekly basis and will only apply to the hours worked the previous week. Invoices will be due and payable within seven (7) days of the date of issue of the invoice.

5.5 A temporary/contract employee is converted to a permanent employee, or re-employed by the Client, a Company or person related to the Client within 12 months of ceasing to be a temporary or contract employee provided under this clause, then upon the occurrence of the said employment the Client is liable to pay to the Company the appropriate fee in accordance with clause 5 of this Agreement, as if the Company had recruited the employee for a permanent position.

Advertising and interviewing expenses

5.6 The Client agrees to reimburse the Company for all expenses incurred in relation to the placement of advertisements or costs associated with a Candidate's attendance at an interview provided that the Client has agreed to the expense in advance. These expenses shall be invoiced to the client as soon as they are incurred.

6. Employment of Candidates in a twelve (12) month period after introduction by Company

6.1. In the event that a Candidate is not employed by the Client in the position with respect to which the Candidate was introduced but is employed by the Client within twelve (12) months from the date of the sending of the resume by the Company in any other position whether temporary or permanent, part-time or full-time, or the same position is offered again within the twelve (12) month period then upon occurrence of the said employment, the Client agrees to pay to the Company the same fee that the Client would have been liable to pay to the

Company had the Candidate been employed by the Client in the position for which the Candidate was originally introduced by the Company in accordance with clause 5 of this Agreement.

- 6.2. No guarantee as per clause 8 is applicable to clause 6.1. unless the Company has undertaken reference checks in respect of the Candidate.
- 6.3. The fact that a Candidate introduced by the Company may be re-introduced by another recruitment company during this 12 month period will not alter the Client's obligation to pay the recruitment fee in accordance with clause 6.1.
- 6.4. In the event that the Candidate is not employed by the Client in the position with respect to which the Candidate was introduced but the Candidate is introduced by the Client to a third party and the Candidate is employed by that third party within twelve (12) months from the date of the sending of the resume in any position, whether temporary or permanent, part-time or full-time, then upon the occurrence of the said employment the Client is liable to pay to the Company the same fee that the Client would have been liable to pay to the Company had the Candidate been employed by the Client in the position for which the Candidate was originally introduced by the Company in accordance with clause 5 of this Agreement.
- 6.5. The Company shall issue an invoice for the fees referred to in clause 6 after it becomes aware of the employment by the Client of the Candidate it had referred.

7. Terms of Payment

- 7.1. The Client agrees to pay the Company's invoices within fourteen (14) days of the date of the invoice.
- 7.2. All fees paid to the Company are non-refundable;
- 7.3. All fees and charges will be invoiced in Australian dollars and are to be paid in Australian dollars. All costs associated with exchange rate fluctuations are the responsibility of the Client;
- 7.4. The Client agrees that should it fail to pay any of the Company's invoices within the agreed period of fourteen (14) days from the date of invoice then the Client will lose the benefit of the Guarantee referred to in clause 8;
- 7.5. In addition to all fees and charges payable under this agreement the Client agrees to pay the goods and services tax which is applicable to each invoiced fee.

8. Permanent Staff Guarantee

- 8.1. In the event that the employment of the Candidate with the Client terminates within the guaranteed timeframe stipulated in clause 5.1 and provided that:-
 - a. the Client notifies the Company within seven (7) days in writing (either by fax, letter or email) of the termination of the Candidate's employment;
 - b. the termination is not due to redundancy, business rationalisation (including the case of Company takeover), change in job description, closure of a business or the desire of the Client (or an associated person or company) to employ the Candidate in another capacity; and;
 - c. all fees due to the Company have been paid by the Client in accordance with clause 7.1 of this agreement; then the Company shall to the extent it is requested to do so by the Client, use its best endeavours to find a new person to fill the position vacated by the Candidate without further charge to the client other than with respect to disbursements such as advertising and interviewing. The process to identify the new person must commence within 14 days from notification.
- 8.2. This guarantee only applies to the placement of permanent staff and it is agreed that the Company is not liable to supply a replacement for an employee if that employee was provided as a replacement under the terms of this guarantee clause.

9. Confidentiality

- 9.1. The Client acknowledges that all information in respect of a Candidate is confidential information provided to the Client for the sole purpose of enabling the Client to determine the suitability of a Candidate to be employed.
- 9.2. The Client will keep all information in relation to the Candidate confidential and will not provide it to any other parties nor use it for any other purpose other than the purpose for which it was sent.
- 9.3. The Client agrees that in consideration of receiving from the Company these confidential introductions to prospective Candidates that it shall not make any offer of employment or contract work or enter into any direct communications with any such Candidate without the prior written approval of the Company.
- 9.4. The Client agrees that if it passes on any information in respect of a Candidate to another party which results in the engagement of that Candidate by that party or any associated party then the Client shall be liable to the payment of the Company's fees as set out in clause 5.1.

10. Company's Responsibility

The Client acknowledges that the Company's responsibility is limited to the introduction to the Client of a person or persons that the Client may wish to consider for employment, and that the Company's responsibility does not extend to advising the Client which (if any) of the persons introduced by the Company would be likely to perform to the Client's satisfaction if employed in the position offered. The Client acknowledges that the decision to employ any person is the Client's decision alone, and that it is the Client's responsibility to ensure that the person employed by the Client meets the standards required by the Client and possesses any relevant qualifications. The Company makes no warranty that any person introduced by the Company will perform to any particular standard if employed by the Client, and is not responsible for any loss the Client may incur as a result of the employment (or non-employment) of any person by the Client.

11. Liability

- 11.1. The Company will not be liable to the Client for any loss, damage or expense suffered by the Client resulting from the acts or omissions of any Candidate they have introduced to the Client or from any delay or failure by the Company to refer a Candidate to the Client.
- 11.2. The Company shall not be liable under any circumstances for any loss damage or expense suffered or incurred by the Client arising from or in any way connected with the Company seeking Candidates for the Client or the introduction by the Company to the Client of any Candidate or the engagement of any Candidate by the Client.

12. Notices

For the purpose of this Agreement notices or documents that are required to be sent in writing can be sent either electronically, by facsimile or by ordinary post to the parties respective contact details that are exchanged at the commencement of the Assignment.

13. Law

This agreement is governed by the laws of New South Wales Australia and the parties submit to the jurisdiction of the courts of New South Wales with respect to any action that is brought for the enforcement of this agreement.