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1. When do these Terms & Conditions apply?

- 1.1 These Terms and Conditions apply in relation to the provision of
- permanent employees; and
 - temporary employees and contractors, by Worthwhile Recruiting Pty Ltd (Worthwhile).
- 1.2 You will be regarded as having agreed to all of these terms and conditions if You:
- interview a person for employment who we introduce to You;
 - employ or engage a person we introduce to You;
 - refer a person we introduce to You to a third party who then employs or engages that person; or
 - employ or engage a person already working for You under these Terms and Conditions on a new assignment.

This applies in relation to any person we introduce to You within 12 months prior the date of Your interview, employment or reference.

1.3 If the terms of any letter detailing an individual assignment or temporary contract or job specification differ from these Terms and Conditions, then these Terms and Conditions will apply in so far as there is any conflict.

1.4 Any additional services, other than temporary recruitment or contracting or permanent recruitment will be acknowledged in a separate statement of work between You and Worthwhile.

2. Definitions

In this Agreement:

- 2.1 "Candidates" mean those prospective permanent employees we suggest to You for engagement for a particular assignment.
- 2.2 "Contingent Fee" means those elements of the Recruitment Fees as relating to a search for an appropriate permanent employee for a particular assignment and set out in the annexure to this Agreement.
- 2.3 "Worthwhile Temporary Employee" means anyone supplied by Worthwhile to meet Your request for staff for a particular temporary assignment, including a contractor, or a nominated representative of an independent contractor.
- 2.4 "Placement Fee" means the fees set out in the annexure to this Agreement as are relevant to the transition of a Worthwhile Temporary Employee to either a permanent role with You or a continuing temporary role with You but employed by a third party.
- 2.5 "Recruitment Fee" means the fees set out in the annexure to this Agreement as are relevant to the nature of the Worthwhile employee or contractor You wish to recruit or have placed together with any further details supplied to You by Worthwhile upon receipt of a confirmation of assignment.
- 2.6 "You" means the legal entity to whom these Terms and Conditions have been sent, or any group company or related entity (as those terms are defined by current legislation) who requests the provision of services by Worthwhile in connection with Your arrangement with us.
- 2.7 "We" and "Worthwhile" means Worthwhile Recruiting Pty Ltd (ABN 17 619 243 686)
- 2.8 A 'permanent employee' includes any Candidate directly employed or engaged directly or indirectly by you whether permanently or for a fixed term and employing someone on a 'permanent' basis includes their employment by You for a fixed term.

Permanent Recruitment

3. Payment of fees - Permanent employees

- 3.1 If You wish us to supply You with a permanent employee, You should provide Worthwhile with a job order and Worthwhile will provide You with further detail in relation to the relevant Recruitment Fees. If no further detail is provided, the Recruitment Fees set out in the Annexure apply.
- 3.2 Recruitment Fees are payable by You to Worthwhile when You:
- employ or engage a person we introduce to You, or
 - refer a person we introduce to You to a third party who then employs or engages that person;
- 3.3 Recruitment Fees apply in relation to any person we introduce to You who accepts a placement with You or another person to whom You provide the Candidates details within 12 months prior to the date of the employment or engagement.

3.4 You agree to notify Worthwhile and provide us with agreed remuneration details as soon as possible when any person we introduce to You is employed or engaged by You or a third party.

3.5 You agree to pay for the following additional items within 7 days of invoice, where requested by You or previously agreed in writing and whether or not You employ a person introduced by us:

- specific advertising, including related artwork and production charges;
- medical, criminal or psychometric checks;
- out-of-pocket expenses incurred by candidates attending interviews; and
- any other special services of a similar nature.

3.6 Worthwhile reserves the right to vary the Recruitment Fees from time to time by written notice to You.

4. Terminating or deferring your arrangement with Worthwhile

4.1 Worthwhile reserves the right to charge for out-of-pocket expenses (advertising, couriers, profiling, etc.) and our consultants' time, should the position be cancelled or withdrawn.

4.2 Cancellations of advertising work will only be made if given in reasonable time to claim a full refund from the relevant vendor.

4.3 Contingent Search: If You make an offer of employment or engagement in writing and subsequently withdraw it after acceptance by the candidate (through no fault of the candidate), the applicable Contingent Fee will remain payable.

4.4 If Your hiring decision is deferred, Recruitment Fees are due and payable if any Candidate referred by Worthwhile is employed by You, in any position, within twelve (12) months of the initial introduction.

4.5 Except as otherwise set out in these Terms and Conditions or as required by law, Worthwhile is not required to provide a refund for change of mind or where Your use of the Service does not generate the desired responses or results.

5. Replacement guarantee for Permanent employees

5.1 Should the engagement of any Candidate terminate up to thirteen (13) weeks from the date of engagement (including notice period), Worthwhile will endeavour to seek a replacement Candidate at no extra cost to You provided that:

- the first Candidate leaves of his/her own volition and not due to any restructuring or redundancy measures;
- our invoice has been settled within seven (7) days of the invoice date;
- we are given exclusive right to seek such replacement Candidate for a minimum of 14 days;
- this guarantee only applies to the first Candidate's engagement, not to that of any subsequent replacements; and
- this guarantee does not apply to any Candidate engaged by You for a fixed period of 6 months or less.

5.2 Worthwhile reserves the right not to replace the original candidate in the event of employer misconduct which includes sustainable allegations of sexual harassment or bullying, discrimination, misrepresentation of the positions, failure to provide safe working conditions, unfair dismissal or the refusal of post-placement servicing by a Worthwhile consultant.

Temporary Recruitment

7 General conditions and fees - Temporary employees and Contractors

- 7.1 Upon receipt of a job order from You, Worthwhile will provide You with the relevant Recruitment Fees.
- 7.2 Your order of a Worthwhile Temporary Employee is taken to mean that You accept both these Terms and Conditions and the Recruitment Fees for that job.
- 7.3 Upon receipt of your job order Worthwhile will use reasonable efforts to source and supply You with a Worthwhile Temporary Employee suitable for the requirement specified. However, Worthwhile does not guarantee it can fill every order and will notify You if it is unable to fill Your order.
- 7.4 You must pay the Recruitment Fees to Worthwhile according to the number of hours or days as agreed to have been worked by the Worthwhile Temporary Employee in performing for You. You must nominate a person authorised by You from time to time to validate timesheets of Worthwhile Temporary Employees. If you approve the timesheet of a Worthwhile Temporary Employee, You are approving

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the hours worked and stating that the work on the timesheet has been done to Your satisfaction.

7.5 You must pay Worthwhile for any approved expenses. You must not make any payments directly to the Worthwhile Temporary Employee. Worthwhile will reimburse the Worthwhile Temporary Employee directly for such expense provided You supply Worthwhile with original tax invoices to support expense claim reimbursement and confirmation of approval.

7.6 Worthwhile may vary the Recruitment Fees at any time without notice in the event of:

- (a) variations to any Award or agreement or rate of pay set by Fair Work Australia (or other body) applicable to Your Worthwhile Temporary Employee;
- (b) insurance premiums or any statutory charges, levies taxes or other payments Worthwhile is lawfully required to make or for which Worthwhile may become liable in respect of providing a Worthwhile Temporary Employee under these Terms of Business; and
- (c) the application to a Worthwhile Temporary Employee of any entitlement not previously applicable (e.g. overtime, penalty rates, notice redundancy, annual leave, personal leave, long service leave or payment for jury duty);
- (d) the increase to salaries of Worthwhile Temporary Employees who have provided continuous service to You for more than one (1) year.

7.7 Worthwhile has responsibility for the payment in relation to Worthwhile Temporary Employees of (where applicable):

- a) Remuneration;
- b) Payroll tax;
- c) Pay as you go taxation or other required by the Australian Tax Office;
- d) Workers compensation payments;
- e) Superannuation guarantee contributions; and
- f) MERT (if applicable).

However, if You fail to pay the Recruitment Fees or any increase to them, You indemnify Worthwhile for any such cost.

7.8 Worthwhile may replace Worthwhile Temporary Employees on 24 hours' notice to You.

7.9 Job orders placed for Worthwhile Temporary Employees will incur a minimum 4 hour booking fee.

7.10 Worthwhile Temporary Employees may only be employed for a maximum continuous period of 20 months. If You wish to continue to use the services of a Temporary Employee beyond this period, Worthwhile reserves the right to alter its fees and/or restructure your arrangement with us.

8. Replacement guarantee for Worthwhile Temporary employees and Contractors

8.1 If You reasonably consider any Worthwhile Temporary Employee to be unsuitable for a job, Worthwhile will endeavour to seek a replacement Worthwhile Temporary Employee and You will not be charged for the first four hours of their time.

8.2 This guarantee only applies to the first Worthwhile Temporary Employee engaged for a job, not to that of any subsequent replacements and, if:

- (a) the job is for a minimum of seven hours duration;
- (b) Worthwhile is notified within four hours of the commencement of the assignment; and
- (c) You have no amounts outstanding to Worthwhile.

8.3 Worthwhile reserves the right not to make the replacement in the event of employer misconduct which includes sustainable allegations of sexual harassment, discrimination, bullying, misrepresentation of the positions, failure to provide safe working conditions, unfair dismissal or the refusal of post-placement servicing by a Worthwhile consultant.

9. Supervision and management of a Worthwhile Temporary employee or Contractor

9.1 Worthwhile Temporary Employees will be employed by Worthwhile but will perform services under Your direction, control and supervision. You acknowledge that You have direct supervision and management of Worthwhile Temporary Employees in carrying out of each assignment of You, the conditions under which the assignment is performance, and the outcome of a Worthwhile Temporary Employee's performance.

9.2 Management of performance issues is the responsibility of Worthwhile. You should only communicate directly with Worthwhile Temporary Employees in relation to performance or behavioural issues if:

- (a) it is life threatening or of a serious nature; and
- (b) You immediately notify Worthwhile of the issue and Your intention to communicate with the Worthwhile Temporary Employee. You will cooperate with Worthwhile in relation to any performance or conduct issues, including notifying Worthwhile as soon as practicable.

9.3 You agree not to discuss Recruitment Fees and associated information with Worthwhile Temporary Employees.

9.4 Worthwhile retains sole authority to:

- (a) determine rates of pay and entitlements for Worthwhile Temporary Employees;
- (b) grant leave to Worthwhile Temporary Employees;
- (c) vary or negotiate the terms of Worthwhile Temporary Employees; and
- (d) counsel or discipline any Worthwhile Temporary Employee.

9.5 You may not change the hours of work or location of work, the duties (including the classification the duties are performed) or the tasks carried out by Worthwhile Temporary Employees which You specified in the job order, unless You first advise us. We reserve the right to change the Recruitment Fees where hours, duties or location have been changed.

10. Cancellation of an assignment

10.1 If You wish to cancel a job prior to its scheduled commencement You must notify Worthwhile in reasonable time for Worthwhile to advise the Worthwhile Temporary Employee of the cancellation or You may remain liable to pay for the minimum 4 hour booking fee.

10.2 Once the job has commenced, unless otherwise stated in the agreed details of the job, You must provide Worthwhile with the following periods of notice to end the job for any reason:

- (a) 24 hours for an assignment of up to and including 12 weeks;
- (b) 1 weeks' notice for a job exceeding 12 weeks.

10.3 You must pay the Recruitment Fees for all hours worked by the Worthwhile Temporary Employee up to the time that the Worthwhile Temporary Employee leaves the job

10.4 Only Worthwhile may direct the Worthwhile Temporary Employee to:

- (a) discontinue work;
- (b) be removed from the workplace; and
- (c) have their job terminated.

11. Insurance

11.1 Worthwhile will maintain the following insurance policies in relation to Worthwhile and Worthwhile Temporary Employees:

- (a) Workers Compensation as required by law; and
- (b) Public Liability for at least \$20 million

11.2 You are responsible for ensuring the Worthwhile Temporary Employee is adequately covered by any insurance policy held by You in respect of Your business.

11.3 You will not allow or direct a Worthwhile Temporary Employee to operate a vehicle unless it is covered by current third party and comprehensive vehicle insurance.

11.4 Worthwhile does not accept any liability for and does not maintain insurance in respect to the use and operation of any vehicle by a Worthwhile Temporary Employee.

12 Work health and safety and employment conditions

12.1 Under the relevant Work Health and Safety ("WHS") laws, Worthwhile and You have mutual obligations in ensuring the health and safety of Worthwhile Temporary Employees. You must meet all Your obligations under relevant WHS laws whilst the Worthwhile Temporary Employee performs work at Your premises or other sites. These obligations include, but are not limited to:

- (a) ensuring that the work environment is safe. This includes being able to demonstrate that hazards have been identified and risks controlled in all plant and equipment, materials and substance, and any activities to be undertaken by Worthwhile Temporary Employees;

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- (b) verifying that Worthwhile Temporary Employees have necessary skills, experience and, where required, licenses to perform the services safely;
- (c) providing adequate induction, safety training and supervision to Worthwhile Temporary Employees and ensuring that the services are being conducted safely;
- (d) informing Worthwhile and the Worthwhile Temporary Employees if there are any changes to the workplace or the tasks to be performed, transferring to another role or service without first consulting with Worthwhile and ensuring that the Worthwhile Temporary Employees have the knowledge, understanding and skills to perform the newly required tasks;
- (e) notifying Worthwhile an any relevant authorities immediately of any work-related incidents or injuries to the Worthwhile Temporary Employee and permitting Worthwhile to be involved in any subsequent incident or injury investigation; and
- (f) consulting with Worthwhile if requested and cooperating with Worthwhile in all matters relating to work health safety of Worthwhile Temporary Employee.

12.2 You must not do anything that may cause us to be in breach of employment or engagement conditions agreed with Worthwhile Temporary Employee, including enterprise agreements and Awards

12.3 In the event of industrial action or a dispute that involves or affects Worthwhile Temporary Employee, You agree to assist us and do all things reasonably required by Worthwhile to resolve the industrial action or dispute. This includes given Worthwhile or its representatives, access to Worthwhile Temporary Employee at Your site, and to Your staff where they may be relevant to resolution of a dispute or complaint.

12.4 You agree to provide a return to work/limited duty program to Worthwhile Temporary Employees with restrictions resulting from work related injuries/illnesses occurring on Your premises.

13. Hiring a Worthwhile Temporary Employee or Contractor permanently (Temp to Perm)

13.1 If You wish to hire a Worthwhile Temporary Employee who has worked for You or been introduced to You by Worthwhile on a permanent basis, a Placement Fee is payable to Worthwhile prior to an offer of employment being made to the Worthwhile Temporary Employee. The Placement Fee will be specified by Worthwhile at the time of hiring and will be based on our permanent fee structure.

13.2 The Placement Fee is payable by You in the event of the acceptance of an offer of a permanent job from You or any company related to You (division, subsidiary or parent company) to any Worthwhile Temporary Employee who has worked for You or been introduced to You during the previous 12 months (whichever is the latter).

13.3 Our Replacement Guarantee (Clause 5.1) and Performance Guarantee (Clause 8.2) do not apply when a Worthwhile Temporary Employees becomes a permanent employee.

14. Transitioning a Worthwhile Temporary Employee to a third party

14.1 If You wish to transition a Worthwhile Temporary Employee so that You continue to obtain their services but they are employed by a third party (such as another recruitment agency or panel member), a Placement Fee is payable to Worthwhile prior to an offer of transfer of employment being made to the Worthwhile Temporary Employee.

14.2 The Placement Fee is payable by You in the event of the acceptance of an offer of a job from any third party where the Worthwhile Temporary Employee's continues to perform Services for you during the 12 months from the date of transition

General Provisions

15. Payment terms and GST

15.1 Invoices for permanent employees are issued on commencement of employment and are payable within 7 days of the date of invoice.

15.2 Invoices for Worthwhile Temporary Employees are issued weekly and are payable within 7 days of the date of invoice.

15.3 Any invoiced sums remaining unpaid after 7 days from the date of our reminder to You to pay will incur interest at a rate of 10% per annum.

15.4 All fees are quoted exclusive of GST, which is payable at the prevailing rate in addition to the invoiced sum upon the same date that the invoice is due.

16. Liability and indemnities

16.1 Worthwhile will use their best endeavours to refer suitable Candidates to You based on the information provided by You and the Candidate. Worthwhile do not make any warranty or guarantee regarding the accuracy of the information supplied in relation to Candidates or the suitability of the Candidates. The decision to employ a Candidate is solely made by You. You agree that Worthwhile is a provider of Worthwhile Temporary Employees and Permanent Employees (as applicable) assigned to work at Your business and location under Your direction, supervision and control. As such, You receive a Worthwhile Temporary Employees and Permanent Employee (as applicable) at Your own risk and Worthwhile has no responsibility for the means or methods used by the Worthwhile Temporary Employees or Permanent Employee (as applicable) to perform their work. Worthwhile is not liable on any legal or equitable basis, including in negligence, suffered by You that has arisen or arises from any act, omission or misconduct of a Candidate or that is incurred as a result of a Candidate's failure to perform or comply with his/her terms of employment other than as provided in clause 16.3.

16.2 Insofar as we or any Candidate provides details of a Candidates medical history, present state of health, previous terms and conditions of employment, names and addresses of previous employment terminated, criminal convictions, personal details, ability to work in Australia, visas, work permits, qualifications or education generally, we shall have no liability for any loss damage or cost related to the fact that such details are found to be incorrect or misleading.

16.3 Subject to clause 16.4, 16.5 and 16.6, Worthwhile indemnifies You against any claim, liability, cost, loss or damage suffered or incurred as a result of:

- a) a breach of this Agreement by Worthwhile; or
- b) bodily injury, death, or property damage arising from the negligence of Worthwhile or Worthwhile Temporary Employees occurring within the scope of their assignment; except to the extent caused or contributed to by Your negligence, breach of law, fraud, or otherwise wrongful act or omissions or the acts or omissions of Your employees. This will be Your sole and exclusive remedy with respect to the acts, errors or omissions of Worthwhile or Worthwhile Temporary Employees.

16.4 You indemnify Worthwhile against any claim, liability, cost, loss or damage suffered or incurred as a result of any cause other than as provided in clause 16.3.

16.5 Consequential Loss: Notwithstanding anything to the contrary in these Terms and Conditions, Worthwhile shall have no liability whatsoever to You, whether arising under or in connection with the contract or the performance or non-performance thereof or anything incidental thereto (and whether for breach or repudiation of contract, by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort (arising in respect of negligence, bailment or otherwise), or on any other basis in law or equity) for loss of use, production, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay or for any financing costs or increase in operating costs or for any special, indirect or consequential loss or damage.

16.6 Limitation of Liability: Notwithstanding anything to the contrary in these Terms and Conditions, the total aggregate liability of Worthwhile to You, whether arising under or in connection with the contract or the performance or non-performance thereof or anything incidental thereto (and whether for breach or repudiation of contract, by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort (arising in respect of negligence, bailment or otherwise), or on any other basis in law or equity) is limited to the Recruitment Fees.

17. Confidentiality

17.1 In this clause, "Confidential Information" means the terms of this Agreement and all information of a confidential or sensitive nature (including intellectual property), whether in writing or otherwise of or concerning a party or its employees, agents,

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customers, suppliers or contractors under, acquired by the other party in contemplation of or in connection with this Agreement. Confidential Information will not include any information that is in the public domain or intended to come into the public domain as a result of the performance of an assignment (other than through a breach of this Agreement).

17.2 Each party acknowledges that it may receive Confidential Information of the other party and agrees to keep that Confidential Information secret, to protect and preserve its confidential nature, and not use it or disclose it to any person (or allow or assist or make it possible for any person to observe or have access to it) without the other party's prior consent, except to the extent reasonably necessary to:

- (a) introduce a Candidate;
- (b) obtain professional advice in relation to a Candidate;
- (c) comply with this Agreement; or
- (d) comply with disclosure obligations required by law, provided that the other party is given reasonable notice of the required disclosure.

17.3 Whilst Worthwhile employs measures to ensure Worthwhile Temporary Employees are aware of the need to adhere to current privacy laws and maintains confidentiality and non-disclosure of information for all our Clients, the responsibility for protecting your confidential information and intellectual property lies solely with You. Worthwhile is not liable for any claim arising from or relating to Your confidential information and intellectual property.

17.3 Both parties agree to comply with the applicable provisions of the *Privacy Act 1988* (Cth) and any other applicable law in dealing with any information provided by the other party.

18. Disputes

18.1 Pre-condition to Court Proceedings: If a dispute arises out of, or relates to, this Agreement including any dispute with respect to breach or termination or a claim in tort, in equity or under statute ('Dispute') a party may not commence any Court proceedings relating to the Dispute unless it has complied with the paragraphs below (except where the party seeks urgent interlocutory relief). This clause does not apply in the event of non-payment of Recruitment Fees.

18.2 Notice of Dispute: A party to this Agreement claiming that a Dispute has arisen must give written notice to the other party specifying the nature of the Dispute.

18.3 Informal Dispute Resolution: On receipt of that notice by the other party, the parties must endeavour to resolve the Dispute as speedily as possible using informal dispute resolution techniques such as mediation, expert evaluation of determination, or similar techniques mutually agreed upon.

18.4 Mediation Rules – A Fallback: If the parties do not agree within fourteen (14) days of receipt of notice (or such further periods as agreed in writing by both parties) about:

- a) the dispute resolution technique and procedures to be adopted;
- b) the timetable for all steps in those procedures; and
- c) the selection and compensation of the independent person required for such technique, then the parties agree to mediate the Dispute in accordance with the Mediation Rules for the applicable State.

19. Illegality and force majeure

19.1 If any provision or term of these Terms and Conditions or any part thereof becomes or is declared illegal, invalid or unenforceable for any reason whatsoever, such provisions, terms and parts will be deemed to be deleted from these Terms and Conditions provided always that if any such deletion substantially affects or alters the commercial basis of these Terms and Conditions the parties will negotiate in good faith to amend and modify the relevant provisions, terms and parts of these Terms and Conditions as may be necessary or desirable in the circumstances.

19.2 If we are prevented from, or delayed in the performance of these Terms and Conditions by an act of God or by or in consequence of war, riot, civil commotion or military or usurped power by any strike, lock-out, stoppage, accident, fog or storm, we shall not thereby be liable to You for any breach of obligation under these Terms and Conditions and time for performance of our obligations, shall be extended accordingly.

20. Variations

20.1 These Terms and Conditions may not be amended or supplemented except in writing by a Director of Worthwhile Recruiting Pty Ltd.

20.2 Any variation to these Terms and Conditions must be mutually agreed by both Parties in writing.

21. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the Laws of the state or territory where the Candidate is to be employed. The parties submit to the jurisdiction of the courts of such state or territory.

ANNEXURE

Total Annual Gross Remuneration	AUD \$ excl of GST or percentage excl of GST
Trades roles	\$4,000
Customer Service Coordinators, Administration roles etc	\$5,500
Sales Representatives, Project Managers	\$7,500
Over \$100,000 and more complex roles Manufacturing Managers, Financial Controllers, HR etc	10%

1. Total Annual Gross Remuneration" means total annual remuneration, including base salary, employer superannuation contributions (including compulsory contributions), allowances, inducement or sign-on payments, anticipated commission and bonus earnings and non-salary benefits such as provision of a car. The value of all non-salary benefits will be reasonably determined by Worthwhile.
2. Contingent Fee – If you engage Worthwhile on a non-exclusive contingent basis to provide you with Candidates for specified job, the "Contingent Fee" payable is as set out in the table above and is payable immediately upon the successful candidate commencing their job.
3. Placement Fee – Where a Worthwhile Temporary Employee or contractor is transferred to a permanent or other employment status or contracts directly with You, or a Worthwhile Temporary Employee's services are obtained through another source, the Recruitment Fees payable are as set out in the table above.
4. Placement Fee for a fixed term contract – where a Worthwhile Temporary Employee or contractor is transferred to permanent or other employment status or contracts directly with you but for a fixed term then the Recruitment Fees will be pro-rated proportionate to the time period of the initial fixed term, as against the assumption that the Recruitment Fees in the table above apply for a 12 month position. For example; if the initial fixed term is for 6 months, then 50% of the Recruitment Fees calculated in accordance with the table above would be payable for the placement. If the initial fixed term is extended than Worthwhile will charge further proportionate Recruitment Fees up to a maximum of 100% of the Recruitment Fees payable when the fixed term is for 12 months or more.