

Terms and Conditions for Introduction of a Candidate

(as referred to in Finite Group CVs and email auto-signatures)

1. APPLICATION OF THESE TERMS

- 1.1 These terms and conditions (**Terms**) govern the arrangement between the Finite Group and any Client to which a Candidate is Introduced (except where the Finite Group and the Client have entered into a separate written agreement which clearly governs the same subject matter, is intended to apply to future transactions and cannot be amended or superseded without the express agreement of each party).
- 1.2 The Client agrees to, and accepts, these Terms when it:
 - (1) requests and/or utilises the services of the Finite Group after having been provided with/referred to a copy of these Terms (including by link in a CV or email signature);
 - (2) has/facilitates contact with a Candidate (by the Client or an Associated Party) following an Introduction by the Finite Group;
 - (3) uses or discloses to any person/entity the details of a Candidate or the fact of the Introduction; and/or
 - (4) is involved in the Placement of a Candidate with the Client or an Associated Party.
- 1.3 Where the parties have provided to each other competing standard terms, these Terms will apply unless there is a clear written agreement to the contrary.

2. FEES PAYABLE

- 2.1 If the Finite Group (or one of its representatives) Introduces a Candidate to a Client, and that Candidate is then employed or engaged by the Client (or an Associated Party) or they use the Candidate's services **within 12 months** of the Introduction, the Client must pay to the Finite Group the following Fees:
 - (1) For any Permanent Placement, the "**Permanent Placement Fee**" is calculated as follows:
 - (a) where the annual Total Remuneration is \$79,999 or below, it is 16% of the annual Total Remuneration;
 - (b) where the annual Total Remuneration is between \$80,000 and \$119,999, it is 18% of the annual Total Remuneration;
 - (c) where the annual Total Remuneration is between \$120,000 and \$169,999, it is 20% of the annual Total Remuneration; and
 - (d) where the annual Total Remuneration is \$170,000 or over, it is 25% of the annual Total Remuneration.
 - (2) For Placements with a planned duration of less than 12 months, the Placement Fee will be calculated as a fraction of the Permanent Placement Fee based on the planned duration of the Placement (with a minimum Placement Fee of 6/12^{ths} or 50% of the Permanent Placement Fee) as follows: (a) for a 6 month Placement, the Placement Fee is 6/12ths; (b) 7 month Placement, 7/12ths; (c) 8 month Placement, 8/12ths; (d) 9 month Placement, 9/12ths; (e) 10 month Placement, 10/12ths; and (f) 11 month Placement, 11/12ths. However, if the Placement is extended beyond its planned duration (on one or more occasions), a further proportion of the Permanent Placement Fee is payable to the Finite Group based on the period of extension. The Client is obliged to notify Finite Group within 24 hours of any extension and to pay the further amount due within 7 days. The maximum total amounts payable will not exceed the usual Permanent Placement Fee based on 12 months' salary.
 - (3) For any Contract Placement, the parties will enter into a Service Agreement (on the Finite Group's standard terms or as otherwise agreed) detailing the hourly/daily contract rate to be paid by the Client and the responsibilities of the parties in relation to the Candidate/services. If the contract rate is not agreed in writing by the parties, the contract rate for the Contract Placement will be 25% of the Total Remuneration plus statutory on-costs for all periods during which the Candidate is providing contracting services to the Client on behalf of the Finite Group.
- 2.2 The Client must notify the Finite Group within 24 hours of a Placement being made. The Client must provide any information requested by the Finite Group in order to allow it to calculate the Fee payable by the Client.
- 2.3 The Client will be charged additional Fees (which will include the cost to the Company plus a service fee to be agreed) for the provision of the following additional services:
 - (1) criminal, background and other checking on a preferred Candidate; and
 - (2) design and placement of recruitment advertising.

3. PAYMENT TERMS

- 3.1 Fees quoted are exclusive of GST. GST will be charged on Fees at the current rate. Australian Placement fees quoted/payable in AUD; NZ Placement fees in NZD.
- 3.2 Subject to clause 3.3, for Permanent Placements - the Client will be billed for the full Fees shortly after the Placement start date, and the Fees are payable within 14 days of the invoice date.
- 3.3 If the parties have agreed in writing that the Finite Group is engaged on a retained assignment, the Permanent Placement Fee is payable in 3 equal instalments as follows:
 - (1) upon receipt of instructions from the Client to fill a particular role;
 - (2) upon the Client's acceptance of an approved short list of Candidates; and
 - (3) upon the Candidate's acceptance of an offer of employment/engagement.
- 3.4 For Contract Placements - the Client will be billed fortnightly for the Fees, and the Contract Placement Fee is payable within 7 days of the invoice date.
- 3.5 Overdue payments are subject to interest on the amount unpaid from the due date to the payment date at a daily rate of 2.5% per annum above the CBA/RBNZ base rate.
- 3.6 Payment of Fees cannot be withheld by the Client while a dispute is resolved with the Finite Group or a Candidate. The Client has no right of set off.
- 3.7 No Fees will be refunded to the Client in any circumstances.

4. REPLACEMENT GUARANTEE

- 4.1 Subject to clause 4.2 below, if a Placement ceases (at the initiative of the Finite Group, the Client or the Candidate), the Finite Group will take all reasonable steps to provide a replacement for the Candidate if the Placement ceases:
 - (1) for a Permanent Placement - within 12 weeks of the start date, with the replacement being free of charge on only one occasion and the replacement search lasting for up to 12 weeks; and
 - (2) for a Contract Placement, at any time and on any number of occasions.
- 4.2 The replacement guarantee set out in clause 4.1 only applies if:
 - (1) the Client has complied with these Terms, acted lawfully in relation to the Candidate, paid the Fees on time and notified the Finite Group within 7 days of cessation;
 - (2) the Candidate's Placement ceases for reasons that do not relate to any change in the Client's requirements or a redundancy situation; and
 - (3) the nature of the replacement role is the same as the initial Placement.

5. CONFIDENTIALITY AND PRIVACY

- 5.1 The parties will hold securely information of the other that is confidential (either by its nature, by designation or as a result of its commercial value, but excluding information in the public domain other than by breach of this clause) and will not use or disclose that confidential information without the other party's consent, unless required by law.
- 5.2 All information relating to any Candidate Introduced by the Finite Group, and the fact of the Candidate's Introduction to the Client, is confidential and the Candidate's personal information must be handled in accordance with applicable Privacy legislation.

6. LIMITATION OF LIABILITY

- 6.1 While the Finite Group will endeavour to Introduce the Client to suitable Candidates, the Finite Group accepts no liability for the quality/suitability of the Candidate, including the accuracy of their profile/CV or any representations regarding qualifications, skills, experience or work history (unless Finite Group specifically agrees to check this and the Client has paid any associated fees).
- 6.2 The Client acknowledges that it is responsible for undertaking its own investigations into the Candidate (including conducting interviews) and for the final decision to employ/engage or use the Candidate's services. In addition, the Client is responsible for the Candidate in any Contract Placement to the extent that the Candidate is performing services for the Client under the Client's direction, control and/or supervision or working at a Client-controlled site.
- 6.3 The Finite Group gives no warranty that any Candidate Introduced is willing and/or available to accept any Placement.
- 6.4 The Finite Group will not be liable for losses, liabilities, cost and/or expenses incurred by the Client or a third party arising from the Candidate's acts or omissions in any Permanent Placement or the direct employment/engagement of the Candidate by the Client/Associated Party.
- 6.5 The Finite Group's overall liability under these Terms and/or relating to the Candidate:
 - (1) will be reduced to the extent that the liability is caused/contributed to by the Client or any third party; and
 - (2) will be limited to the cost of resupply of the services or, if resupply is not a suitable remedy in all the circumstances, the amount of the fees actually paid by the Client to the Finite Group for the Candidate/services in question.
- 6.6 The parties will not be liable to each other for any indirect or consequential loss or damage or loss of profits, revenue, opportunity or goodwill (even if in contemplation at contract formation).
- 6.7 Nothing in these Terms limits either party's liability for fraud/fraudulent misrepresentation or limits any statutory warranty/right that cannot be lawfully limited.

7. DEFINITIONS

- For the purposes of these Terms, the below words/phrases have the following meaning:
- 7.1 **Associated Party** means any person/entity with whom the Client has shared information relating to the Candidate, including any Related Body Corporate/Related Company of the Client.
 - 7.2 **Candidate** means any individual who is introduced to the Client for any role/vacancy/Placement with the Client and/or to meet a requirement of the Client and/or for consideration for employment/engagement/use by the Client.
 - 7.3 **Client** means any person/entity to whom a Candidate is Introduced by the Finite Group to be considered for Placement.
 - 7.4 **Contract Placement** means the Placement of a Candidate employed/engaged by the Finite Group to provide services to the Client on the Finite Group's behalf.
 - 7.5 **Finite Group** means Finite Group APAC Pty Ltd (trading as Finite Recruitment, Finite IT Recruitment Solutions, Rowben Consulting, FinXEC IT Executive Recruitment) and any Related Body Corporate/Related Company, including Finite Group NZ Ltd (trading as Finite920), FinXL Professional Services Pty Ltd (trading as FinXL IT Professional Services, XL Digital and Southern Cross Computing) and FinXL Professional Services NZ Ltd (trading as FinXL IT Professional Services and XL Digital).
 - 7.6 **Introduce (or Introduced or Introduction)** means the presentation of a Candidate to the Client by provision of the Candidate's: (a) name; and/or (b) LinkedIn or other profile; and/or (c) CV or part CV or resume; and/or (d) a description of their skills, qualifications, experience or work history.
 - 7.7 **Permanent Placement** means the Placement of a Candidate for employment/engagement directly by the Client (or through a third party, other than the Finite Group, to provide services to the Client), including on a full-time, part-time, short-term or flexible basis.
 - 7.8 **Placement** means the engagement of the services of the Candidate for the benefit of the Client/Associated Party, whether as an employee, consultant, contractor or agent (by direct arrangement between the Candidate and the Client or via the Finite Group or a third party).
 - 7.9 **Related Body Corporate/Related Company** has the meaning attributed to that phrase in the Australian Corporations Act or the NZ Companies Act (as applicable).
 - 7.10 **Total Remuneration** means the anticipated gross remuneration package for a Placement, including gross salary/fees, and the value of any applicable benefits to be provided to the Candidate (including superannuation/KiwiSaver, commission/bonus - including sign on, allowances, car, medical and life insurance, equity options etc).

8. GENERAL AND INTERPRETATION

- 8.1 Subject to clause 1.1, these Terms constitute the entire agreement between the parties on the subject matter and supersede all related communications/arrangements between the parties.
- 8.2 All variations to these Terms must be agreed by both parties and recorded in writing.
- 8.3 These Terms are subject to the laws, and the exclusive jurisdiction of the courts, of:
 - (1) the State/Territory of the Placement if the Placement is in Australia; and
 - (2) New Zealand if the Placement is in New Zealand.
- 8.4 The invalidity, illegality or unenforceability of any provision of these Terms shall not in any way affect or impair the validity, legality or enforceability of the remaining provisions.
- 8.5 Any use of the word "including" in this Agreement does not limit in any way the matters referred to thereafter and does not precede a complete list of relevant items.
- 8.6 The parties will comply with applicable labour hire licensing, modern slavery and human rights laws (including putting in place processes to investigate, assess, address and report on - where required - the risk of modern slavery in their operations and supply chain) and provide evidence of compliance if asked.
- 8.7 Finite Group may assign any receivables due to it under these Terms to a third party without the prior consent of the Client, provided that any such assignment shall in no way affect the rights and obligations of either party under these Terms.
- 8.8 The parties confirm that that the provision of services by, and payment to, Finite Group shall not result in any breach of any trade, economic or financial sanctions laws or regulations.