

terms of business

Welcome to Career Connect

Career Connect is a contemporary workforce solutions organisation, across many sectors. Our primary aim in business is to offer an elite service, at an industry competitive cost.

We are here to change the norm, and ensure that Career Connect is identified as a market leader in workforce solutions.

Beside our passion for excellence, we have a direct vision on how we will achieve our goals and deliver an elite service to our customers.

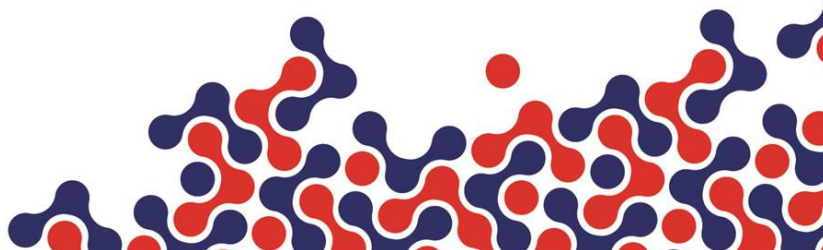
Career Connect would like to thank you for the opportunity to demonstrate our services, and we look forward to partnering with your organisation.

Partnering with Career Connect

Laws surrounding staffing are far-reaching, so we encourage you to read our Terms & Conditions contained in this document.

It explains the rights of both parties, as well as the obligations to ensure our delivery is excellent and consistent. It will explain both our Permanent & Contracting/Temporary services, the conditions which apply to both services respectively, how our Costs & Payment terms operate, and the Liability involved in both services respectively.

Once you have read our Terms & Conditions, if you have any further questions please contact your Career Consultant.



Our Market Focus

Career Connect has a proven ability in a number of sectors, across both Permanent and Temporary Staffing. We connect employers and job seekers across:

- ✓ Accounting
- ✓ Advertising, Marketing, & PR
- ✓ Banking & Financial
- ✓ Business Support
- ✓ Consumer Goods & Retail
- ✓ Contact Centre
- ✓ Education
- ✓ Executive
- ✓ Government
- ✓ Hair & Beauty
- ✓ Health
- ✓ ICT
- ✓ Infrastructure
- ✓ Legal
- ✓ Manufacturing
- ✓ Resources
- ✓ Sales
- ✓ Warehouse & Logistics

Parties

Emergico Career Connect Pty Ltd
("Career Connect", "us", "we", or "our")
and

("Client", "Customer", "it", "you", or "your")

Definitions of Terms

- i. These terms and conditions elaborated throughout the agreement are applicable to all areas of Career Connect and its service offerings.

- ii. The Client is anyone who requires the supply of staff on permanent, fixed term/on-hire contracting, or a temporary basis; or any other such workforce services.
- iii. Career Connect agrees to provide services as agreed with the Client, and the Client accepts the terms and conditions elaborated throughout the agreement.

permanent staffing

- 1) These terms and conditions will apply in respect to each work order conducted by Career Connect which is introduced by us through any means and at any time to you; whether directly or through a third party. A candidate means an individual who is presented by us within an eighteen (18) month period.
- 2) No offer of employment shall be made by us to a candidate without written confirmation from the customer outlining the conditions of such an offer. Any instruction to offer is again deemed acceptance of all the terms and conditions.
- 3) We will make all efforts deemed reasonable to ensure that a candidate suits your requirements. The end hiring decision is that of the customer, and we do not



adopt any liability for any appointment.

- 4) Career Connect will operate within the agreed work order for all permanent staffing orders. Where the customer selects a package that does not include our full suite of service offerings Career Connect cannot accept responsibility for any tasks missing from the selection process.

Costs, Payment Terms, & Invoicing

- 5) The fee (plus GST) is payable by the Client to us before the commencement of any permanent staffing assignment via our online gateway, or invoice with seven (7) day payment terms.
- 6) For bulk orders (20+ work orders) the total cost is payable via invoice with seven (7) day payment terms in three instalments. The first is payable on the commencement of the work order, the second on provision of any candidates, and the third is at the cease date of the work order.
- 7) For additional solutions outside of our standard career packages, other costs can apply.
- 8) Solutions involving international candidates will attract additional costs, which will be based upon country of origin.

- 9) Each work order will be provided with a fixed quotation price, at the time of that order with the details provided.

- 10) For all Credit Card payments, a surcharge of 1.5% is applicable.

- 11) For all account arrears, a 5% dishonour fee can apply on each seven (7) day cycle.

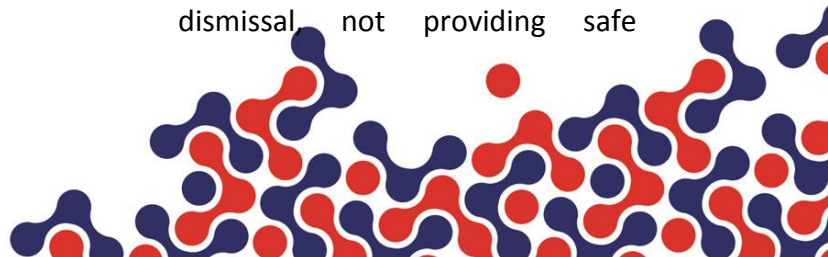
Replacement Guarantee

- 12) When you order our full suite of service offerings (under Package 5) you are entitled to a Replacement Guarantee should the employee not continue in their employment past three (3) months for any other reason than redundancy or restructure or any change in the original job specification provided at the time of the work order.

- 13) In the instance outlined in Clause twelve (12) you will be provided with one free replacement only, which is valid for one work order only.

- 14) We do not offer a refund for services received.

- 15) We reserve the full right not to replace the candidate in any event that an employer has conducted themselves in an unethical manner, or operates in any form of misconduct such as workplace bullying, discrimination, unfair dismissal, not providing safe



working conditions, harassment, or misrepresentation of position.

Liability & Indemnity

16) Once a candidate commences employment with the Client, the candidate is completely subject to the control, direction, and day-to-day management of the Client.

17) The client solely agrees that we shall not be liable for any acts, omissions, or errors of any candidate whatsoever; and by signing these terms of business you agree to indemnify and keep us held harmless, from any liabilities, losses or claims incurred or suffered by us as a result of any work order, or acts or omission of the candidate whatsoever. Neither party will be liable to the other for any indirect or consequential loss. This clause survives termination.

18) We will not charge the candidate any fee to secure employment with the Client.

19) We will not solicit any employee, director, manager, owner, contractor, partner, or other associate of the Client, unless we are approached directly.

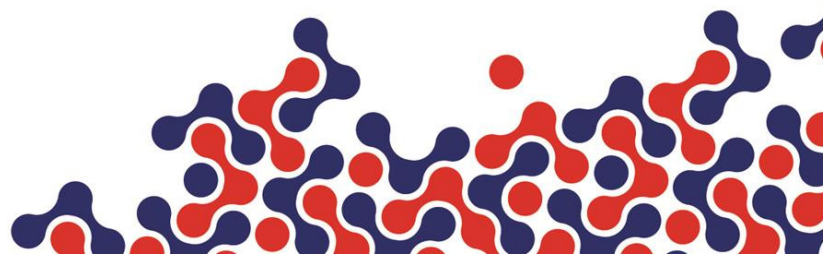
contract & temporary staffing

1) All requests for fixed term contract and temporary staffing work orders at the Client's site or that are controlled by the Client will be confirmed in writing by form of work order from the Client.

2) We shall be responsible for the payment of wages and all statutory on-costs and expenses, unless otherwise requested by the Client.

3) If at any time during the tenure of the Contractor or Temporary staff member is guilty of gross misconduct, the Client has the option to request a replacement with twenty four (24) hours' notice.

4) The Client will be liable to pay for all services rendered by the Contractor or Temporary staff member up to the effective time of termination.



- 5) In all other circumstances, the Client may end a work order as per the agreed notice in the work order.
- 6) The Client fully acknowledges that all Awards and other Employment laws in Australia, and State or Territory where applicable, shall be fully adhered to.
- 7) For Temporary work orders a minimum of eight (8) hours is required, where a surcharge of 5% is applicable to work orders not exceeding sixteen (16) hours.
- 8) The Client agrees to meet payment of, or reimburse us, for payment of all wages, entitlements, overtime and penalty charges that apply to the hours worked or workable by the Contractor or Temporary staff member.
- 9) The Client acknowledges that no overtime or penalty charges shall be paid to the Contractor or Temporary staff member by us without written approval from the Client and/or Hiring Manager.
- 10) The Client acknowledges that all Contractors on over six (6) month work orders will be entitled to a minimum of two (2) weeks termination notice.

Costs, Payment Terms, & Invoicing

- 11) The Client will be liable to pay all employment costs, as outlined in the quote on the original work order and confirmation of work order.
- 12) These costs will be payable on an Invoicing cycle of seven (7) days only, which will be subject to GST and a 5% dishonour fee every seven (7) day cycle passed due payment date.
- 13) The Contractor or Temporary staff member will submit a weekly, fortnightly, or monthly timesheet (dependent on the work order) whether completed electronically or manually. This timesheet must be authorised by the designated Hiring Manager (as in the work order), and where the Hiring Manager is on sick leave or other leave entitlements authorisation must be provided with twenty four (24) hours' notice naming the other authorised representative.
- 14) All timesheets authorised by the Client are legally binding, and invoices shall be raised for those timesheets.

Liability & Indemnity

- 15) The Client accepts full liability for any acts, errors, or omissions on the part of the Contractor or Temporary staff member, whether wilful, negligent, or otherwise, and



as a result, neither we nor anyone acting on our behalf will be held liable for losses, expenses, or damages.

16) You agree to indemnify us for all losses, liabilities, expenses, claims, or damages that we incur or suffer as a result of any actions or omissions of the Contractor or Temporary whatsoever. This clause survives termination.

17) You agree to notify us immediately is you engage any Contractor or Temporary staff member in any capacity, whether directly or indirectly, or refer that Contractor or Temporary staff member to a third party for employment within a twelve (12) month period following the commencement of work order. In such case the following fees apply:

Time	Percentage of Fee
0-3 months	100%
3-6 months	75%
6-9 months	50%
9-12 months	25%

18) The fee is calculated on the rate of 20% of the annual salary, including superannuation, vehicle allowances (considered at the value of \$15,000) and any guaranteed bonuses.

19) In the instance that an accurate salary cannot be determined, we will multiply the hourly salary

(inclusive of all on-costs) by two hundred and fifty (250).

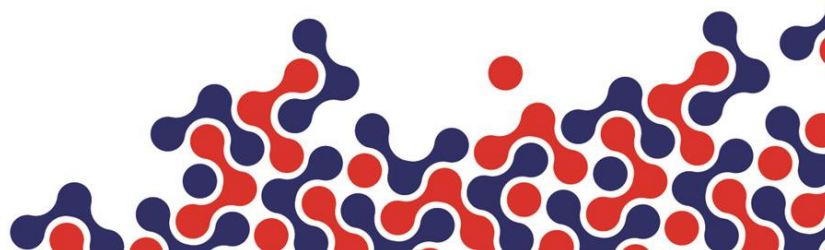
20) This 'Temp to Perm' fee will be payable by invoice, within seven (7) days, and incur a 5% dishonour fee per seven (7) day cycle passed due payment date.

Responsibilities & Acknowledgements

21) You will ensure that your site is safe and does not expose the Contractor or Temporary staff member to any risk of injury. You agree to completely abide by applicable Health & Safety legislation and regulations.

22) All Clients have a primary duty of care to the Contractor or Temporary staff member under the Occupational Health and Safety Act, Regulations, Code of Practices, and Australian Standards as appropriate to ensure there is the constant provision of the following:

- A safe workplace
- A safe work system
- Adequate supervision and training
- An induction to site and equipment, including all amenities, evacuation procedures, and first aid protocol
- Eliminate all hazards and mitigating risk to health and safety issues



23) The Client agrees to notify us of any changes to the work environment, place, or tasks to be performed by the Contractor or Temporary staff member.

24) The Client will not allow the Contractor or Temporary staff member to carry out work on a site or using equipment considered unsafe by any party, or where the Contractor or Temporary staff member does not hold the appropriate qualifications and/or experience and has not received adequate training from the Client.

25) The Client shall notify us immediately of any injuries that the Contractor or Temporary staff member has had inflicted, and notify the relevant Authority immediately for injuries deemed too serious for basic first aid.

26) The Client agrees to hold us harmless from any penalty or cost issued or incurred by us due to the negligence or breach of statutory obligation by the Client.

27) We will take every opportunity to ensure that the Contractor or Temporary staff member adhere to dress standards and present for work wearing the appropriate clothing and PPE where applicable.

28) It is the Client's responsibility to ensure that the Contractor or Temporary staff member does not

commence work unless wearing the correct uniform and/or PPE for the intended task.

29) In an instance where the Contractor or Temporary staff member is not in the correct attire/PPE the Client agree to contact us immediately.

30) We, as the Contractor or Temporary staff member's employer, have the direct right and responsibility to act in consultation with the Client and Contractor or Temporary staff member on Health and Safety within the work environment.

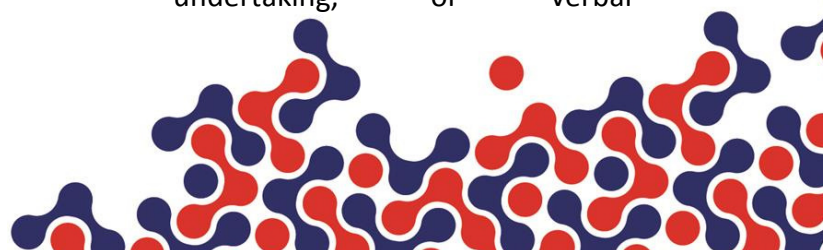
Other Terms & Conditions

These are applicable to all of our service offerings across business.

1) Career Connect and the Client are independent contractors, and this agreement shall not be construed as creating a relationship of partnership, joint venture, or employment relationship.

2) This contract supersedes any previous agreement, contract, agreement, or verbal understanding between Career Connect and the Client.

3) This contract covers the entire agreement between the parties and no previous representation, undertaking, or verbal



arrangement will form part of this contract.

4) This contract is governed by the laws of the State or Territory where the services are provided and the parties submit to the Courts of such State or Territory to determine any dispute.

5) Neither party will be liable to the other for any indirect or consequential losses, loss of profit, revenue, production, reputation, or any special punitive or exemplary damages.

6) Our liability under this agreement will be limited to the amount of one thousand (1000) Australian dollars in the aggregate against any losses, liabilities, claims, or demands. This clause survives termination.

7) Except as may otherwise be required by law, all representation, conditions, and warranties (including any implied by law), and including any liability for negligence to the Client or any other person whosoever, are hereby excluded in respect of recommendations and appointments.

8) We manage all candidate information in accordance with the provisions of the Privacy Act 1988, and by signing this agreement you agree to comply with your obligations under the Privacy Act 1988.

As a duly authorised representative of the organisation stated below, I hereby acknowledge that I have read, understand, and agree to these Terms of Business.

Signed for and on behalf of:

(Organisation Name)

ABN:

Signature:

Title:

Full Name:

Contact Number:

Contact E-Mail:

Date:

