

TERMS AND CONDITIONS - FOR THE SUPPLY OF TEMPORARY WORKERS

ROBERT WALTERS

1. Scope of this Agreement

- 1.1 This Agreement details the terms and conditions upon which Robert Walters will supply Services to Client in respect of Candidates sourced and Introduced by Robert Walters for Temporary Client Roles.
- 1.2 This Agreement commences on the date Robert Walters starts supplying Services to Client and continues until terminated pursuant to clause 10 of this Agreement.
- 1.3 If Client instructs Robert Walters to provide Services and authorises a Temporary Worker's timesheet for that purpose, Client will be deemed to have accepted the terms of this Agreement.

2. Services

- 2.1 Robert Walters will use reasonable skill and care in providing Services to Client.
- 2.2 Robert Walters shall make every reasonable effort to ensure that Candidates suit Client's notified requirements. Insofar as Candidates or third parties provide details relating to Candidates, Robert Walters will use reasonable endeavours to ensure these details are correct but provides no warranty to such effect. Robert Walters will not be liable for any loss or damage as a result of such information and Client acknowledges that it is responsible for undertaking its own investigations to verify Candidate information is correct.
- 2.3 In addition to checks required by law (ie right to work), Robert Walters will conduct background checks on Candidates as required by Client.
- 2.4 Client acknowledges and agrees that the final decision to engage any particular Candidate to undertake a Temporary Client Role rests with Client.
- 2.5 Robert Walters gives no representation or warranty that any Candidate is or will be willing and/or available to accept any Temporary Client Role.
- 2.6 Robert Walters will enter into an engagement or employment agreement (as applicable) with each Candidate selected by Client for a Temporary Client Role.
- 2.7 Robert Walters will ensure that Temporary Workers assign to Client intellectual property rights in any works produced by Temporary Workers for Client during a Temporary Client Role.
- 2.8 Client will authorise and submit online timesheets on a weekly basis (or otherwise as directed by Robert Walters) as evidence of time worked by Temporary Workers. If any timesheets are disputed, Client must immediately notify Robert Walters.
- 2.9 Robert Walters will pay Temporary Workers' wages, work cover premiums, superannuation contributions and payroll tax (if applicable). Client acknowledges Robert Walters' obligation to pay for time worked in accordance with Workplace Laws, including pay periods in any applicable Modern Award.
- 2.10 If a Temporary Worker is required by Client to work overtime and the Temporary Worker is entitled to receive overtime payments or penalty rates under the relevant Modern Award or other industrial instrument (or Client has otherwise agreed to pay an overtime rate), the overtime or penalty rate will be applied.
- 2.11 Robert Walters reserves the right to increase the hourly or daily rate and overtime rate (if any) in accordance with any increase in any Modern Award, wage rate or statutory charge governing the remuneration to be paid by Robert Walters to the Temporary Worker.
- 2.12 Client is responsible for the day to day supervision and direction of work performed by a Temporary Worker during a Temporary Client Role. Robert Walters excludes liability for any loss, damage, liability, cost or expense incurred or suffered by the Client or its employees or agents directly or indirectly arising from any act or omission of a Temporary Worker whilst acting under the Client's direction and supervision.
- 2.13 Client must immediately notify Robert Walters of any changes to a Temporary Client Role, including to the Temporary Worker's tasks and duties or the location where the work is performed.
- 2.14 Robert Walters is responsible for overall management of the Temporary Client Role, including employment relations issues concerning Temporary Workers and for terminating Temporary Workers for any lawful reason at the request of Client.

3. Service Fee and Additional Costs

- 3.1 In consideration of Robert Walters' provision of the Services, Client must pay Robert Walters the Service Fee.
- 3.2 Robert Walters will invoice Client weekly in arrears for the time worked by the Temporary Worker, statutory on-costs and the Service Fee.
- 3.3 Client acknowledges and agrees that Robert Walters is entitled to pass onto Client any variation to on-costs resulting from statutory or legislative changes.
- 3.4 Additional costs will only be incurred with Client's prior approval and charged at agreed rates.
- 3.5 If Client requires a Temporary Worker for a continuous period of 12 months or more and the Temporary Worker successfully requests to convert from casual to permanent employment with Robert Walters under Workplace Laws (including any applicable Modern Award), Client will pay any costs incurred by Robert Walters as a result of such conversion arising from the Temporary Client Role.
- 3.6 If a Temporary Worker provides continuous services for the benefit of Client and becomes entitled to paid long service leave (including pro-rata entitlements) under Long Service Leave Laws, Robert Walters reserves the right to seek reimbursement of such payments from Client.

- 3.7 All monies payable to Robert Walters under this Agreement are in AUD and exclusive of GST, which shall be charged at the prevailing rate and as required by law. Client is responsible for any bank charges, local taxes or costs incurred in relation to payments.
- 3.8 Robert Walters reserves the right to review the Service Fee annually to accommodate increases to operating costs. Such change will apply to Temporary Workers already engaged with Client, but in such case will not exceed CPI.
- 3.9 A Service Fee will be due and payable under this Agreement regardless of whether the Temporary Worker was previously known to Client on the date of Introduction.

4. Payment Terms

- 4.1 Invoices are payable within 7 days of the date of invoice.
- 4.2 Client is deemed to have accepted an invoice if no dispute is raised with Robert Walters within 7 days of the date of invoice.
- 4.3 Should Client require a purchase order, or its equivalent, to effect the payment of an invoice, Client must raise a purchase order prior to the Temporary Worker's commencement of the Temporary Client Role or employment or engagement (under clause 5). For the avoidance of doubt, acceptance of a purchase order by Robert Walters will not result in acceptance of any terms and conditions attached to such purchase order.
- 4.4 Overdue payments are subject to interest on the amount unpaid from the due date to the date of payment at a daily rate 2.5% per annum above the base rate of Commonwealth Bank of Australia. Any reasonable legal costs incurred by Robert Walters in recovering amounts overdue will be payable by Client.
- 4.5 A dispute will not affect payment of non-disputed fees on the same invoice or the payment of any other invoices due by Client and Client shall have no right of set off.

5. Employment or Engagement by Client

- 5.1 If:
 - (a) no Temporary Client Role occurs initially and an Introduced Candidate is employed or engaged by Client in any capacity within 12 calendar months from the Introduction;
 - (b) the Candidate is Introduced (directly or indirectly) by Client to a third party who employs or engages the Candidate to work in any capacity within 12 calendar months of the initial Introduction (irrespective of whether a Temporary Client Role occurred) or within 12 calendar months from the end of the Temporary Client Role; or
 - (c) during the Temporary Client Role or within 12 calendar months of the end of the Temporary Client Role, Client employs or engages the Temporary Worker; Client must promptly notify Robert Walters of any offer of engagement or employment, provide details of the Candidate or Temporary Worker's Salary Package and pay Robert Walters a placement fee calculated as 25% of the Salary Package.

6. Termination of Temporary Workers

- 6.1 Subject to clauses 6.2 to 6.5, Client may request Robert Walters to terminate a Temporary Worker for any lawful reason with notice.
- 6.2 Client must promptly notify Robert Walters of any performance, attendance or behavioural issues concerning a Temporary Worker during a Temporary Client Role. Robert Walters will seek to rectify the issue prior to any request by Client to terminate the Temporary Worker.
- 6.3 In the event of alleged Serious Misconduct by a Temporary Worker, Client must immediately notify Robert Walters. Robert Walters will follow a fair and reasonable process in accordance with Workplace Laws, which may include standing the Temporary Worker down from work, conducting an investigation into the allegations, notifying the Temporary Worker of the allegations and providing the Temporary Worker with an opportunity to respond formally before making a final decision on whether there are reasonable grounds to terminate with or without notice.
- 6.4 Client must pay the agreed Temporary Worker notice period except for termination for Serious Misconduct, which must be handled in accordance with clause 6.3.
- 6.5 For the avoidance of doubt, Robert Walters (not Client or its employees or agents) will notify a Temporary Worker of termination of a Temporary Client Role.
- 6.6 Client agrees to disclose any and all information affecting matters under this clause 6 immediately in writing and as requested by Robert Walters from time to time.

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7. Indemnities and Liability

- 7.1 Robert Walters shall indemnify Client against any claim made by third parties against Client and all proceedings, actions, claims, demands, losses, liabilities, damages, costs (including reasonable legal costs) and expenses which may be brought against or suffered or incurred by Client arising directly from Robert Walters' negligence in its performance of the Services.
- 7.2 Client shall indemnify Robert Walters against any claim made by third parties against Robert Walters and all proceedings, actions, claims, demands, losses, liabilities, damages, costs (including reasonable legal costs) and expenses which may be brought against or suffered or incurred by Robert Walters arising directly or indirectly out of or in connection with any claim or complaint by a Temporary Worker under Workplace Laws relating to the engagement, employment or termination of a Temporary Worker arising from any breach of clause 6 by Client, its employees or agents or any unlawful or negligent acts or omissions of Client.
- 7.3 A party's liability under any indemnity in this Agreement shall be reduced to the extent any act or omission of the other party caused or contributed to the liability, loss, damage, costs, proceedings, actions, claims or demands.
- 7.4 A party's total aggregate liability for all claims, demands or proceedings under this Agreement whether in contract, in tort, or negligence, breach of statutory duty or otherwise or under any indemnity provided hereunder (with the exception of instances where liability cannot be limited at law) shall not exceed the greater of \$250,000 or the sum equivalent to three (3) times the net annual Service Fee paid during the 12 month period preceding the loss, and shall be reduced proportionately to the extent that any act or omission of the other party caused or contributed to the loss.
- 7.5 Neither party shall be liable under this Agreement or under any indemnity for any indirect, punitive, special or consequential damages or loss (including but not limited to loss of revenue, actual or anticipated, loss of business or goodwill, loss of use or operation, anticipated savings and/or any claims made under third party contracts), howsoever caused or arising under this Agreement.
- 7.6 Nothing in this Agreement excludes or limits a Party's liability that cannot be limited or excluded at law, including for fraud, personal injury or death.
- 7.7 Each party must use all reasonable endeavours to mitigate its loss, damage and any expenses arising under this Agreement.

8. Work Health and Safety

- 8.1 The Parties will each comply with the obligations placed upon them by the relevant WHS Laws in order to ensure, as far as reasonably practicable, the health and safety of Temporary Workers.
- 8.2 Client has a duty of care to ensure a safe system of work and safe work environment for Temporary Workers and will provide a site induction for Temporary Workers at the commencement of a Temporary Client Role. This duty of care includes Temporary Workers directed to work for any customer of Client.
- 8.3 Client will consult, cooperate and coordinate with Robert Walters on health and safety matters relating to Temporary Workers. This includes but is not limited to allowing Robert Walters, its employees or its agents reasonable access on notice to any site where Temporary Workers will perform Temporary Client Roles.
- 8.4 Client must notify Robert Walters of any accidents, incidents or any other matter relating to the health and safety of Temporary Workers.

9. Privacy and Confidentiality

- 9.1 The Parties must comply with Privacy Laws in their collection, use, storage and disclosure of Personal Information in the performance of this Agreement. For the purposes of this clause, Personal Information shall have the meaning given to that term in Privacy Laws.
- 9.2 If Client becomes aware of any actual or alleged breach of Privacy Laws concerning Personal Information disclosed to or by Robert Walters, Client must notify Robert Walters immediately and comply with any reasonable directions of Robert Walters with respect to such breach.
- 9.3 The Parties will hold information of the other that can be reasonably regarded as being confidential or is notified as being so by the disclosing Party (including this Agreement), in confidence and will not disclose such information without the consent of the other Party. Nothing in this clause prevents a Party from disclosing information that has been made publicly available other than by a breach of this clause or disclosures of information required by law.

10. Termination

- 10.1 Either party may terminate this Agreement for convenience with 14 days' written notice to the other party or immediately for a material breach of this Agreement or for insolvency.
- 10.2 Termination of this Agreement will not prejudice any rights or remedies already accrued to a party under the Agreement prior to termination.

11. General

- 11.1 Any variation of this Agreement must be in writing signed by an authorised representative of each party.
- 11.2 This Agreement shall be governed by the laws of the State or Territory in which the Services are performed. The Parties submit to the non-exclusive jurisdiction of the courts of such State or Territory.

- 11.3 If a clause is held by a Court to be illegal or unenforceable, that part will be severed from all other terms without affecting the validity or enforceability of all other terms of this Agreement.
- 11.4 Neither party is responsible for any failure to perform its obligations under this Agreement if it is prevented from, or delayed in, performing those obligations by an event of force majeure. A party affected by a force majeure event must notify the other party as soon as possible that such event has arisen or is likely to arise. Force majeure event includes pandemics, epidemics, quarantine, biological contamination or entry and exit restrictions resulting in shortage of labour or materials as a result of such an event which is beyond the reasonable control of a party.
- 11.5 Client will not during the course of this Agreement and for a period of 12 calendar months thereafter (either on its own account or for any other individual or organisation) directly or indirectly induce, entice or solicit away or try to induce, entice or solicit away from Robert Walters any individual who is an employee, director or consultant of Robert Walters.
- 11.6 If Client employs or engages any person in breach of clause 11.5, Client shall pay to Robert Walters on demand the sum equivalent to 35% of the base annual salary plus superannuation and guaranteed bonus of such person. The parties agree that this is a genuine pre-estimate of loss.
- 11.7 No failure or delay by either party in exercising any right or remedy available to it will constitute a waiver of that or any other right or remedy.
- 11.8 Those clauses which, by their nature, are intended to continue to have effect following termination of this Agreement shall survive and continue to bind the parties.

12. Definitions

- 12.1 In this Agreement, the following words are defined:
- a) **Candidate** means an individual or independent contractor sourced and Introduced by Robert Walters for a Temporary Client Role.
- b) **Client** means the legal entity acquiring Services under this Agreement and any of its Related Bodies Corporate as defined in the Corporations Act 2001 (Cth).
- c) **CPI** means Consumer Price Index, All Groups CPI: Weighted average of eight capital cities, published by the Australian Bureau of Statistics (ABS), or any replacement category published by the ABS from time to time.
- d) **GST** means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- e) **Introduced** means (i) the sending of a Candidate's CV or other information which expressly or impliedly identifies the Candidate (ii) the arrangement of an interview whether at a face to face meeting, by telephone or by web/video conference with a Candidate; or (iii) the introduction, by whatever means, by Robert Walters to Client or Client to a third party (as applicable) that enables the Candidate to be identified, and "Introduction" and "Introduce" shall be construed accordingly;
- f) **Long Service Leave Laws** means the applicable laws in the relevant State or Territory concerning employees' entitlement to long service leave.
- g) **Modern Award** means an industrial instrument that outlines the minimum entitlements and conditions of employment (in relation to an industry or occupation) in addition to the National Employment Standards.
- h) **Privacy Laws** means the Privacy Act 1988 (Cth), as amended from time to time.
- i) **Robert Walters** means Robert Walters Pty Ltd (ABN 18 079 521 618).
- j) **Salary Package** means the annual anticipated gross remuneration package, including gross annual salary, applicable benefits (including superannuation), commission, bonuses, allowances and joining inducements.
- k) **Serious Misconduct** has the meaning given to that term in the Fair Work Regulations 2009 (Cth).
- l) **Service Fee** means the agreed fee for Services as agreed in writing by the parties.
- m) **Services** means work performed by Robert Walters in relation of the sourcing of Candidates including, but not limited to, Robert Walters receiving instructions from Client for a Temporary Client Role, long/short listing of Candidates, Introducing Candidates, the arrangement of an interview by Robert Walters or any other subsequent act in the sourcing or supply of a Candidate, or other services described in clause 2.
- n) **Temporary Client Role** means a temporary role performed at a specified location by a Temporary Worker for the benefit of Client.
- o) **Temporary Worker** means a Candidate selected by Client and engaged or employed by Robert Walters for a Temporary Client Role.
- p) **WHS Laws** means the laws of the relevant State or Territory that govern the health and safety of employees and others at work.
- q) **Workplace Laws** means the laws of the Commonwealth, States and Territories of Australia that govern Australia's workplaces or regulate or relate in any way the relationships between employers and employees or principals and contractors, including the Fair Work Act 2009 (Cth), anti-discrimination legislation and any subordinate legislation.

TERMS AND CONDITIONS - PERMANENT RECRUITMENT SERVICES

1. Scope of this Agreement

- 1.1 This Agreement details the terms and conditions upon which Robert Walters will supply Services to Client in respect of Candidates sourced and Introduced by Robert Walters for Permanent and Maximum Term Placements.
- 1.2 This Agreement commences on the date Robert Walters starts supplying Services to Client and continues until terminated pursuant to clause 10 of this Agreement.
- 1.3 The use by Client of any Candidate details provided by Robert Walters will constitute Client's acceptance of the terms of this Agreement.

2. Services

- 2.1 Robert Walters shall use reasonable skill and care in providing Services to Client.
- 2.2 Client shall provide all information reasonably necessary to enable Robert Walters to source and Introduce suitable Candidates for a Placement. Robert Walters shall make every reasonable effort to ensure that Candidates suit Client's notified requirements.
- 2.3 Robert Walters will conduct background checks on Candidates as requested by Client. Insofar as Candidates or third parties provide details relating to Candidates, Robert Walters will use reasonable endeavours to ensure these details are correct but provides no warranty to such effect. Robert Walters will not be liable for any loss or damage as a result of such information and Client acknowledges that it is responsible for undertaking its own investigations to verify Candidate information is correct.
- 2.4 Where Client has instructed Robert Walters to headhunt a particular Candidate on Client's behalf, Client shall indemnify and keep Robert Walters indemnified against all loss, or expense incurred by Robert Walters as a result of claims made in connection with such instruction.
- 2.5 Robert Walters makes no representation that any Candidate is or will be willing and/or available to accept a Placement with Client.
- 2.6 Robert Walters excludes liability for any loss losses, liabilities, costs or expenses incurred by Client arising from a Candidate's acts or omissions, including in the performance of a Placement with Client.
- 2.7 Client acknowledges and agrees that the final decision to employ any particular Candidate in a Placement rests with Client.
- 2.8 Client must promptly notify Robert Walters if a Candidate accepts a Placement with Client or a third party to whom Client has referred the Candidate, including the start date of the Placement and details of the Candidate's Salary Package.

3. Fees and Additional Costs

- 3.1 In consideration of Robert Walters' provision of the Services, Client must pay Robert Walters the Fees.
- 3.2 The Fee payable by Client for a Placement is calculated as a percentage of the Candidate's Salary Package, in accordance with the table below:

| SALARY PACKAGE | % MARGIN |
|---------------------|----------|
| \$0 – 49,999 | 16% |
| \$50,000 – 99,999 | 20% |
| \$100,000 – 149,999 | 25% |
| \$150,000 + | 30% |

- 3.3 For Maximum Term Placements or part-time positions, the Fee will be calculated as a percentage of the equivalent annual full time Salary Package, in accordance with clause 3.2.
- 3.4 Client must inform Robert Walters and pay the Fee that would have been due to Robert Walters for a Placement where:
 - (a) although no Placement occurs initially, a Candidate is employed or engaged by Client within 12 calendar months from the date of Introduction;
 - (b) an offer of employment is made by Client and accepted by a Candidate but (through no fault of the Candidate) no employment or engagement results; or
 - (c) irrespective of whether or not a Placement results from the Introduction of a Candidate by Robert Walters to Client, the Candidate is Introduced by Client to a third party within 12 calendar months of the date of Introduction.

4. Retained Searches

- 4.1 This clause only applies if Client requests Robert Walters in writing to provide Services in respect of a Retained Search.
- 4.2 For a Retained Search, the Fee (calculated in accordance with clause 3) will be invoiced in three stages:
 - (a) 33% upon Robert Walters' agreement to undertake the Services;
 - (b) 33% upon the earlier of:
 - (i) Robert Walters' delivery of a short-list of Candidates to Client; or
 - (ii) 30 days after Robert Walters' agreement to undertake the Services; and
 - (c) the balance of the Fee (if applicable, adjusted for any changes to the Salary Package) on the commencement of the Candidate's Placement with Client.
- 4.3 If Client withdraws the Placement before the Candidate commences, all three stages of the Fee specified in clause 4.2 will be payable immediately. If within three (3) calendar months of such withdrawal Client instructs Robert Walters to provide Services for an identical position, a credit will be given against such Fee.

5. Payment Terms

- 5.1 Invoices are payable within 14 days of the date of invoice.
- 5.2 If Client requires a purchase order, or its equivalent, to effect the payment of an invoice, Client must raise a purchase order prior to Candidate's commencement of a Placement with Client. For the avoidance of doubt, acceptance of a purchase order by Robert Walters will not result in acceptance of any terms and conditions attached to such purchase order.
- 5.3 Client is deemed to have accepted the invoice if no dispute is raised within 14 days of the date of invoice.
- 5.4 Overdue payments are subject to interest on the amount unpaid from the due date to the date of payment at a daily rate 2.5% per annum above the base rate of the Commonwealth Bank of Australia.
- 5.5 A dispute will not affect payment of any non-disputed Fee on the same invoice or the payment of any other invoices due by Client and Client shall have no right of set off.
- 5.6 All Fees payable to Robert Walters under this Agreement are in AUD and GST exclusive. GST shall be charged on Fees due at the prevailing rate and on such aspects of any other charges as is required by law. Client is responsible for any bank charges, local taxes or costs incurred in relation to payments.
- 5.7 Any costs incurred by Robert Walters in recovering amounts overdue shall be payable by Client.

6. Maximum Term Placements

- 6.1 Client must promptly notify Robert Walters of any offer of a Permanent Placement or extension of a Maximum Term Placement and provide details of the Candidate's Salary Package.
- 6.2 If:
 - (a) the original Maximum Term Placement is extended, a further Fee will be payable in accordance with clause 3.3; or
 - (b) the Candidate accepts a Permanent Placement with Client, a further Fee will be payable in accordance with clause 3.2.

7. Replacement Guarantee

- 7.1 At Client's request, if a Candidate's Placement is terminated within eight (8) weeks of its commencement date (including the Candidate's period of contractual notice), Robert Walters will seek a replacement Candidate, on the condition that:
 - (a) the Candidate terminates the Placement of his or her own volition and not due to any redundancy measures, change in job description or change in work conditions;
 - (b) Client has paid Robert Walters' invoice in respect of the initial Placement in accordance Clause 5;
 - (c) Client has complied with its legal obligations to the Candidate, including its obligations under Workplace Laws;
 - (d) the request is given exclusively to Robert Walters to replace the Candidate;
 - (e) the nature of the replacement position is the same as for the initial Placement; and
 - (f) Client notifies Robert Walters within 7 days of the date of termination of the Placement.
- 7.2 No rebate or refund of Fees will be payable.
- 7.3 Robert Walters offers this replacement guarantee on the initial Placement only.
- 7.4 The replacement guarantee does not apply to Maximum Term Placements or to any conversion from a temporary client role to a Permanent Placement.
- 7.5 If the Salary Package of the replacement Candidate changes from the original Placement, the Fee will be adjusted accordingly.
- 7.6 The replacement guarantee will be valid for a period of three (3) months from the date of termination of the initial Placement, after which Robert Walters is not obliged to offer such guarantee.

8. Privacy and Confidentiality

- 8.1 The parties must comply with Privacy Laws in their collection, use, storage and disclosure of Personal Information in the performance of this Agreement. For the purposes of this clause, Personal Information shall have the meaning given to that term in Privacy Laws.
- 8.2 If Client becomes aware of any actual or alleged breach of Privacy Laws concerning Personal Information disclosed to or by Robert Walters, Client must notify Robert Walters immediately and comply with any reasonable directions of Robert Walters with respect to such breach.
- 8.3 The parties will hold information of the other that can be reasonably regarded as being confidential or is notified as being so by the disclosing party, (including this Agreement and details of any Candidate), in confidence and will not disclose such information without the consent of the other party unless required by law or it has already been made available to the public other than through a breach of this clause.

9. Liability

- 9.1 Neither party shall be liable to the other under or in connection with this Agreement for any indirect or consequential loss, loss of profits or loss of revenue. Nothing in this Agreement limits any warranty or right imposed by statute or regulation to the extent that it cannot lawfully be limited, or limits either party's

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liability for its fraud (including fraudulent misrepresentation).

10. Termination

- 10.1 Either party may terminate this Agreement for convenience with 14 days' written notice to the other party or immediately for a material breach of this Agreement or for insolvency.
- 10.2 Termination of this Agreement will not prejudice any rights or remedies already accrued to a party under the Agreement prior to termination.

11. General

- 11.1 Client will not during the course of this Agreement and for a period of 12 calendar months thereafter (either on its own account or for any other individual or organisation), directly or indirectly induce, entice or solicit away or try to induce, entice or solicit away from Robert Walters any individual who is an employee, director or consultant of Robert Walters.
- 11.2 If Client employs or engages any person in breach of clause 11.1, Client shall pay to Robert Walters on demand the sum equivalent to 35% of the Salary Package of such person. The parties agree that this is a genuine pre-estimate of loss.
- 11.3 If a clause is held by a Court to be illegal or unenforceable, that part will be severed from all other terms without affecting the validity or enforceability of all other terms of this Agreement.
- 11.4 Neither party is responsible for any failure to perform its obligations under this Agreement if it is prevented from, or delayed in, performing those obligations by an event of force majeure. A party affected by a force majeure event must notify the other party as soon as possible that such event has arisen or is likely to arise. Force majeure event includes pandemics, epidemics, quarantine, biological contamination or entry and exit restrictions resulting in shortage of labour or materials as a result of such an event which is beyond the reasonable control of a party.
- 11.5 No failure or delay by either party in exercising any right or remedy available to it will constitute a waiver of that or any other right or remedy. No waiver or amendment of any clause will be effective unless confirmed in writing to the other party and in the case of Robert Walters, by a director of Robert Walters.
- 11.6 This Agreement shall be governed by the laws of that State or Territory in which the Services are performed. The parties submit to the non-exclusive jurisdiction of the courts of such State or Territory.
- 11.7 Those clauses which, by their nature, are intended to continue to have effect following termination of this Agreement shall survive and continue to bind the parties.

12. Definitions

12.1 The following words are defined as follows:

- (a) **Candidate** means an individual Introduced by Robert Walters to Client for a Placement.
- (b) **Client** means the legal entity acquiring Services under this Agreement and any of its Related Bodies Corporate as defined in the Corporations Act 2001 (Cth).
- (c) **Fee** means the fee for Services calculated in accordance with clause 3.
- (d) **GST** means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999.
- (e) **Introduced** means (i) the sending of a Candidate's CV or other information which expressly or impliedly identifies the Candidate (ii) the arrangement of an interview whether at a face to face meeting, by telephone or by web/video conference with a Candidate; or (iii) the introduction by whatever means by, Robert Walters to Client or Client to a third party (as applicable) that enables the Candidate to be identified, and "Introduction" and "Introduce" shall be construed accordingly.
- (f) **Maximum Term** means the employment of a Candidate by Client for a specified period of time or task with either party able to terminate for convenience with notice.
- (g) **Permanent** means the employment of a Candidate by Client on an ongoing basis until Client or Candidate ends the employment relationship.
- (h) **Placement** means a position in respect of which a Candidate is employed by Client on a Permanent or Maximum Term basis.
- (i) **Privacy Laws** means the Privacy Act 1988 (Cth), as amended from time to time.
- (j) **Retained Search** means Services provided on an exclusive basis in respect of a Placement for which Robert Walters will charge a Fee in accordance with clause 4.2.
- (k) **Robert Walters** means Robert Walters Pty Limited (ABN 18 079 521 618);
- (l) **Salary Package** means the annual anticipated gross remuneration package for a Placement, which includes gross annual salary, applicable benefits (including superannuation), commission, bonuses, allowances and joining inducements. The provision of a car is valued at \$25,000 per annum.
- (m) **Services** means work performed by Robert Walters in relation to the sourcing and Introduction of Candidates for Placements, including but not limited to, Robert Walters receiving instructions from Client for a Placement, long/short listing of Candidates, Introducing a Candidate, Robert Walters' arrangement of or conducting interviews with Candidates or any other act in the sourcing and Introduction of Candidates for Placements, or other services described in clause 2.
- (n) **WHS Laws** means the laws of the relevant State or Territory that govern the health and safety of employees and others at work.
- (o) **Workplace Laws** means the laws of the Commonwealth, States and Territories of Australia that govern Australia's workplaces or regulate or relate in any way the relationships between employers and employees or principals and contractors, including the Fair Work Act 2009 (Cth), WHS Laws, anti-discrimination legislation and any subordinate legislation.