



TERMS & CONDITIONS OF BUSINESS FOR THE SUPPLY OF PERMANENT STAFF

Definitions:

- 1.1 Agreement** – Terms & Conditions of Business comprising of the agreement between Client and ConSol Partners Ltd.
- 1.2 ConSol Partners LLC** – 1409a 3rd Street, Santa Monica, CA 90401 (“ConSol”), which term shall include its subsidiaries and affiliates with 5% or more common ownership.
- 1.3 Client** - person, firm or corporate body (together with any subsidiary or associated company with 5% or more ownership in common) to whom the Candidate/Applicant is introduced.
- 1.4 Candidate/Applicant** - any individual or organization on whose behalf ConSol effects an Introduction to the Client.
- 1.5 Introduction** - (i) the Client’s interview of an Applicant in person or by telephone or otherwise, following the Client’s instruction to ConSol to search for an Applicant; or (ii) the passing to the Client of a resume, curriculum vitae, or other information which identifies the Applicant and which, in either case, leads to an Engagement of that Applicant.
- 1.6 Engagement** - employment or use in any capacity, including, but not limited to: employing the candidate/applicant directly; purchasing the candidate/applicant's services as a temporary, payrolled, or leased employee of an organization other than ConSol; obtaining the candidate/applicant's services through any independent contractor, agency, facility staffing, or consulting relationship; or arranging, suggesting, referring, endorsing, facilitating, or acquiescing in the candidate/applicant's employment, recruitment, or marketing as a candidate for placement by another organization.
- 1.7 Remuneration** - includes annualized base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car, and all other payments and fees payable to or receivable by the Applicant for the first twelve months of the Engagement for services rendered to or on behalf of the Client.

Term:

- 2.1** All and any business relating to permanent recruitment undertaken by ConSol is transacted subject to this Agreement.
- 2.2** If these Terms & Conditions of Business have been received by Client by hand, via email, fax, private courier service, or mail and Client begins interview process with any ConSol Candidate or an Introduction or Engagement occurs, then Client will be deemed to have accepted and agreed to these Terms & Conditions of Business.
- 2.3** No variation or amendment to this Agreement is effective unless it is in writing and signed on behalf of each party by a person duly authorised by that party.
- 2.4** Either party can terminate the Agreement with 30 days' written notice to the other. Certain provisions, including for the avoidance of doubt all provisions relating to payment of fees by the Client, survive termination.

Fees:

- 3.1** The fee per Engagement for ConSol’s service shall consist of a percentage of the Candidate's Remuneration in accordance with the fee scale set out in clause 3.2 below.
- 3.2 Fee Scale:**
- 25% on Remuneration up to and including \$79,999
 - 30% on Remuneration including and above \$80,000
- 3.3** Subject to a satisfactory credit check rating, fees will be invoiced upon Engagement start date and are payable within 14 days of the date of the invoice. In the event of insufficient credit rating to cover the estimated value of our fees then all fees will be invoiced at the beginning of the engagement (or immediately if the Engagement has already begun) and will be payable immediately. ConSol reserves the right to terminate this Agreement if up-front payment is required and is not made by the Client. In the event of late payment, Client shall incur interest at the rate of 8% per day of the amount owed, with interest accruing starting with the date of the invoice.
- 3.4** All fees are subject to any sales, value added, excise, or other sales-based taxes, where applicable, which will be charged in addition to the stated fees.
- 3.5** If Client fails to notify ConSol of any offer made to Candidate, ConSol at its discretion may charge a fee of 30% of its estimate of Remuneration, irrespective of the actual Remuneration, and invoice appropriately with no guarantee period.
- 3.6** If Client makes a formal offer to a candidate which is subsequently withdrawn for any reason ConSol will invoice for half (50%) of the agreed fee.

Guarantee:

- 4.1** ConSol provides a guarantee on all permanent Candidates. If a Candidate is dismissed within thirty days of Engagement start date, ConSol will replace the Candidate at no charge or refund the fee, at the Client’s discretion, provided that:
- 4.1.1 all monies due under this Agreement have been paid in full and on time; and
 - 4.1.2 such termination is not as a result of redundancy, re-organization, project cancellation or similar, pregnancy, injury or ill-health or by reason of a Candidate’s race, sex, sexual orientation, religion or belief, any disability, or age.



General Terms:

- 5.1 Client will be liable for fee in the event of Engagement of any ConSol Candidate for 12 months from initial Introduction. If any Candidate is re-engaged within 12 months of termination of Engagement, the guarantee provisions will not apply.
- 5.2 ConSol, Client, and any agent engaged to act on Client's behalf shall ensure mutual confidentiality of all information exchanged.
- 5.3 Client shall not pass to any third party any Candidate details without prior written consent of ConSol. If, with or without such consent, Client refers any Candidate to a third party, or refers a third party to any Candidate, within 12 months of the initial ConSol Introduction, a fee equal to 30% of Candidate's Remuneration shall become due and payable by Client upon such disclosure or referral.
- 5.4 If Client engages a Candidate initially identified to Client by ConSol at any time during the period of 12 months following the termination of this Agreement regardless of future sources of contact from the Candidate or other employment agencies, Client will pay ConSol a fee in accordance with clause 3.
- 5.5 Save in respect of the authority given under this Agreement, ConSol has no authority to act for Client, and, in particular, has no authority to enter into any contract with Candidate on behalf of Client.
- 5.6 Client agrees not to directly or indirectly engage with ConSol's employees for a period of 12 months from the date of the expiry of this agreement or the date of 1st Introduction, whichever is later. In the event of an Engagement with ConSol employees, Client shall be liable to pay a fee of 30% of Remuneration of the employee.

Liability and Acknowledgements:

- 6.1 Neither ConSol nor any of its staff shall be liable to Client for any loss, injury, damage, expense or delay incurred or suffered by Client arising in connection with any Introduction or Engagement and, in particular (but without limitation to the foregoing), any such loss, injury, damage, expense or delay arising in connection with:
 - 6.1.1 failure of any Candidate to meet the requirements of Client for all or any of the purposes for which the Candidate is required by Client;
 - 6.1.2 any act or omission of any Candidate, whether wilful, negligent, fraudulent, dishonest, reckless, or otherwise;
 - 6.1.3 any loss, injury, damage, expense or delay incurred or suffered by a Candidate,provided that nothing in this clause 6.1 shall be construed as purporting to exclude or restrict ConSol liability to Client for personal injury or death resulting from ConSol's own negligence nor any other exclusion or limitation which is prohibited by law.
- 6.2 Client acknowledges that in entering into this Agreement, it has not relied on any representations, warranties, or other assurances by ConSol or any of its staff other than those expressly set out in this Agreement, provided that nothing in this clause 6.2 shall operate to limit or exclude any liability for fraudulent misrepresentation between ConSol and Client.
- 6.3 Client acknowledges and agrees that:
 - 6.3.1 any written information provided by ConSol is taken in good faith from Candidate, and any inaccuracies are not the responsibility of ConSol; and
 - 6.3.2 assessment of Candidate's suitability, references, work permits, medicals, and other such matters relating to employment of the Candidate is the responsibility of the Client.
- 6.4 In the event any action or dispute arises to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to payment of its actual attorney's fees and costs by the non-prevailing party.

SIGNED

SIGNED

COMPANY:

CONSOL PARTNERS

NAME:

TITLE:

DATE: