



1. DEFINITIONS

1.1 In these Terms of Business ("Terms") the following definitions apply:

"Applicant" means the person introduced by Certus Recruitment Incorporated to the Client for an Engagement including (i) any officer or employee of the Applicant if the Applicant is a limited company; and/or (ii) any member or employee of the Applicant if the Applicant is a limited liability partnership; and/or (iii) members of Certus Recruitment Incorporated's own staff.

"Client" means the person, firm, or corporate body together with any subsidiary or associated company to which the Applicant is introduced; **"Commencement Date"** means Effective date of Agreement.

"Engagement" means any interaction with the Applicant including correspondence, interview, employment, or use of the Applicant by the Client, or any third party to whom or to which the -+-

"Introduction" means the passing to the Client of any information which identifies the Applicant which leads to an Engagement of that Applicant.

"Remuneration" Means all emoluments (whether in form of wages, fees or otherwise) payable to or receivable by the Applicant during the first twelve months, together with any guaranteed bonuses or commission payments, allowances, inducement payments, and any other benefits (whether taxable or non-taxable), including, where a car or car allowance is provided, the sum of \$10,000 (ten thousand) or the car allowance, whichever is the greater.

1.2 Unless the context requires otherwise, references to the singular include the plural.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These Terms constitute the contract between Certus Recruitment Incorporated (hereafter 'Certus') and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of, an Applicant or the passing of any information about the Applicant to any third party.

2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Vice President of Certus, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. NOTIFICATION AND FEES

3.1 The Client agrees:

- a) To notify Certus immediately of any Engagement of the Applicant.
- b) To notify Certus immediately if an offer of employment to the Applicant has been accepted and to provide details of the Remuneration to Certus.
- c) To pay Certus' fee within 7 days of the Invoice Date. The Invoice Date will be the date on which the Applicant commences Employment/Duties with the Client.

3.2 Certus reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 1.5% per month from the due date until the date of payment.

3.3 The fee payable to Certus by the Client for an Introduction resulting in an Engagement is the amount equal to twenty five percent (25%) of Remuneration applicable during the first 12 months of the Engagement, with a minimum fee of \$10,000.

3.4 If the Client subsequently engages or re-engages the Applicant in any role (including a different role from that which the Applicant was originally considered for or engaged in) within 12 calendar months from the date of introduction, termination of the Engagement or withdrawal of an offer, a full fee calculated in accordance with clause 3.3 above becomes payable.

3.5 All payments of amounts which are due in connection with this Agreement by the Client to Certus shall be made without withholding or deduction for or in relation to taxes unless required by law. If such withholding or deduction is required to be made by law, the Client shall pay to Certus such additional amounts as are required to ensure that the amount which is received by Certus after the withholding or deduction, is equal to the amount which Certus would have received in the absence of such withholding or deduction. The Client shall on demand, issue Certus satisfactory certification of payment of such taxes.

3.7 The fee shall be invoiced and paid by the Client in United States Dollars unless otherwise agreed in writing by an authorized Certus representative.

3.8 The fee shall be payable by online bank transfer to be received by Certus within the agreed payment terms. Checks will not be accepted.

4. REPLACEMENT GUARANTEE

4.1 Should the Engagement be terminated within 8 weeks of the Engagement (including any period of contractual notice) Certus shall seek a replacement Applicant on the condition that:

- a) the initial Applicant leaves of his/her own volition and not due to any redundancy measures, change in job description or change in work conditions;
- b) Certus's invoice has been settled in accordance with this Agreement;
- c) the Client has complied with its obligations to the initial Applicant including its obligations under any relevant law;
- d) the request is given exclusively to Certus to replace the initial Applicant;
- e) the nature of the replacement role is the same as the initial Placement; and
- f) Certus is informed in writing that the initial Applicant is no longer to be engaged by the Client within 5 days of their termination date.

4.2 Certus offers its replacement guarantee on the initial Applicant placed. It does not offer its replacement guarantee for the replacement Applicant, a Fixed Term Placement or for an Applicant that was originally placed with the Client on a temporary basis.

4.3 No additional fees will be payable by the Client in relation to a replacement Applicant, however if the Salary Package of the replacement Applicant increases from the initial Applicant, the invoiced amount will be adjusted accordingly.

4.4 The replacement guarantee will be valid for a period of 3 months from the date of termination of the initial Applicant, after which Certus is not obliged to offer such guarantee or continue to seek a replacement Applicant.

5. CANCELLATION FEE

5.1 If the client makes an offer of employment, verbally or in writing, to Certus Recruitment Incorporated and/or the Applicant, and then decides to withdraw it for any reason that is not the fault of the Applicant, the Client shall be liable to pay Certus Recruitment Incorporated the full fee calculated in accordance with clause 3.3.

6. INTRODUCTIONS

6.1 Introductions of Applicants are confidential. If the Client discloses to a third party any Applicant details introduced by Certus which results in an Engagement within 12 months of the Introduction, the Client is liable to pay Certus' fee as set out in clause 3.3 with no entitlement to any refund.

6.2 An introduction fee calculated in accordance with clause 3.3 will be charged in relation to any Applicant engaged after an Introduction by Certus, whether directly or indirectly, within 12 months from the date of Certus' Introduction.

7. LIABILITY

Certus shall not be liable under any circumstances for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected

with Certus seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of Certus to introduce any Applicant.

8. PUBLICITY

There may be occasions when Certus would like to make known that it acts or has acted for the Client in a particular marketplace. The Client hereby consents to Certus publicizing any non-confidential information it deems appropriate.

9. ASSIGNABILITY

Certus shall be entitled to assign, transfer, mortgage and/or charge the Agreement or any of its rights and/or obligations under the Agreement to any member(s) of the group of companies of which Certus is a member of without the consent of the Client. In this regard, the Client agrees that where Certus wishes to transfer any of its obligations under this Agreement to any member(s) of the group of companies of which Certus is a member of, the Client shall, at its own cost and in a timely manner, execute or procure the execution of any novation agreement effecting such transfer which the Client requires it to execute.

11. LAW AND JURISDICTION

11.1 This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

11.2 Any dispute arising out of or relating to this Agreement not settled by the parties may be resolved only by the courts of the State of Texas or, if subject matter jurisdiction exists, by the United States federal courts. Each of the parties hereby consents to the jurisdiction of such courts over it in any action involving any such dispute. Each of the parties agrees not to commence or maintain a legal proceeding involving any such dispute in any forum except a court of the State of Texas located in Austin, Texas and agrees not to contest the venue of any action involving any such dispute nor to assert in any such court the doctrine of forum non conveniens or the like.

11.3 All legal fees that Certus incur while chasing unpaid invoices will be payable by the client irrelevant of local state laws. The full amount will be payable and subject to the same payment terms as per this contract.

12. JURY TRIAL WAIVER

Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort, or otherwise) arising out of or relating to this agreement or the actions of any party hereto in negotiation, administration, performance, or enforcement hereof.

13. COMPLETE AGREEMENT

This Agreement and the exhibits and/or schedules attached to it contain the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter of the Agreement.