



TERMS OF BUSINESS

INTRODUCTION OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY CLIENTS

Between **Aspire Solutions International Pty Limited** of 171 Clarence Street, Sydney, NSW 2000
(**"Aspire"**)

And Employer Client (**"Client"**).

These terms and conditions are deemed to be accepted by the Client upon the introduction (including interview) or engagement of an applicant introduced by Aspire to the Client.

"Engagement" shall include employment or use whether under a contract of service or for services, or under an agency or license or franchise or partnership agreement.

1. The Client agrees to notify Aspire immediately an engagement is accepted and to pay the Fee of the Company plus GST, within 7 days of the date of invoice.
2. The Fee payable by the Client is calculated as the following percentage where Total Compensation is:
 - a. \$0-\$125,000 20%
 - b. \$125,000 + 25%

Total Compensation shall include the gross remuneration to be paid to the applicant for the first 12 months of employment including all salary, payments, superannuation, car allowance and other taxable emoluments payable to or receivable by the applicant for services rendered to or on behalf of the Client.

3. A minimum fee of \$5,000 will apply in relation to clause 2 and should an employee be provided with a company car an additional fee of \$3,000 will apply.
4. If payment of any invoice is not made within the 7 day period, the Client shall pay in addition to the Fee, interest calculated at a rate of 4% above the standard variable bank interest rate of the Commonwealth Bank of Australia at the relevant time.
5. Should the relevant employment terminate before the expiry of 12 weeks, one free replacement will be provided up to the same value of the original placement fee (if the free replacement would command a higher placement fee the difference will be payable), provided that the Client notifies Aspire within 7 days of termination of employment and has paid the Fee to Aspire within 7 days of the date of invoice. No free replacement will be given if the Client makes the applicant redundant. Only one free placement is offered.
6. If after the offer of engagement ("offer"), or after offer and acceptance by the applicant, the Client decides not to proceed with the appointment of the applicant, the Client shall pay to Aspire the fee as indicated in clause 2.

Should the Client or any subsidiary or any associated company of the Client subsequently re-engage the applicant within 12 calendar months from the date of withdrawal of the offer or termination, the full Fee is payable by the Client to Aspire and no credit note will be given.

7. The Client agrees that introductions are confidential. If the Client passes on an introduction to another employer resulting in the engagement of the applicant, then the Client is liable to pay the Fee.
8. Indirect introductions of the applicant to the Client will also entitle Aspire to the Fee. This may include without limitation, the introduction or Engagement of any member of Aspire's own staff.
9. The Client agrees that in consideration of the confidential introductions to prospective applicants, the Client shall not make an offer of Engagement or enter into any direct communications with the applicant without the prior written approval of Aspire. Even if the Client is introduced by another party to the applicant subsequent to the introduction from Aspire, it shall be liable to pay to Aspire the Fee.
10. Aspire shall use reasonable endeavours to ensure the suitability of the applicant introduced to the Client, however the Client shall satisfy itself of the suitability of the Client prior to engagement, and shall be responsible for attending to checking any references provided.
11. The Client shall be responsible for obtaining work and other permits, arranging any medical examinations or investigations or any other qualifications required by law.
12. Aspire shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with Aspire seeking an applicant for the Client or the introduction of any applicant or the engagement of any applicant by the Client.
13. Aspire and the client accepts that Macquarie Associates will invoice and collect money on behalf of Aspire.
14. Any changes to these Terms of Business shall only take effect if authorised in writing by a Director or Senior Manager of Aspire.