

GENERAL TERMS OF THE BUSINESS

1 About these terms

- These terms apply to any request you make to us to find candidates for you unless otherwise agreed in writing between us.
- By you requesting us to find candidates for you or you are accepting a candidate's resume from us, you are deemed to have accepted these terms. These terms will be retained until further modification.
- We may vary these terms time to time and you are deemed to accept these variations from the next request you make to us to find candidates for you.
- All payments are payable in New Zealand currency.

2 Finding a candidate

- 2.1 You must provide us all the necessary information we need to find a candidate for you.
- 2.2 We have pre-decided job boards to publish any vacancy. If you need us to advertise on outside these channels you agree to pay for the associated cost to it.
- 2.3 You are responsible for preparing any job contract for the candidate.
- 2.4 If you are interviewing the candidate, you must notify us the outcome of the interview within 24 hours. You must notify us immediately if any offer (or acceptance of any offer) in relation to the placement of our candidate with you, or a person or an entity on whose behalf or for whose benefit you may be acting, or to whom you have communicated any personal information about our candidate. Your notification must include details of the remuneration or benefits offered.
- 2.5 For at least a period of 12 months after the employed candidate commences work for you, we shall not directly approach or introduce or attempt to introduce the employed candidate to leave his/her employment with you or enter into any employment with us or other person. However, this term does not preclude us assisting the candidate with any employment during this period if they approach us.
- 2.6 Whether engaged on a contingent basis or exclusive basis or retained search, you agree:
- 2.6.1 to pay us our fee for the placement of the candidate if you breach any contract for employment or engagement of our candidate before the placement is complete and the contract terminates for that reason;
- 2.6.2 that you are responsible for satisfying yourself that the candidate has the qualifications, training and experience necessary to take the placement and shall not hold Topline Talent liable for any poor candidate selection;

- 2.6.3 that our candidate meets any suitability, security, trade, professional or occupational health and safety requirements imposed by law in order to work in the placement;
- 2.6.4 that our candidate meets any other inherent requirements of the placement;
- 2.6.5 that you are responsible for obtaining permits or the appropriate authorisation for the candidate to work, including the provision of any required documentation about the placement that our candidate requires in order to apply for any necessary work permit, work authorisation or visa or entry clearance including certification of suitability to work with any special population;
- 2.6.6 if you would require us to arrange a job contract for the role, we will undertake the process and invoice you for this service separately;
- 2.6.7 that you will not require us to act in a way that would result in our (or our consultants) breaching Recruitment & Consulting Services Association Limited's ("RCSA") Code for Professional Conduct ("the Code") whilst the Code continues to bind us;

3 Guarantee

3.1 Should a candidate cease employment within 3 months of commencement date, we will do reasonable endeavour to find a replacement candidate. Guarantee does not apply in the following: redundancy, company closure or re-structuring, change of management and significant changes to original job description. Guarantee does not apply on replacement candidate. If you no longer need the replacement, we will give you a credit note for the fees you paid to us for your future hiring needs with us. We will require 30 working days to provide you the replacement. For the avoidance of any doubt, we do not offer refund for the fee paid to us.

4 Fees and Payment

- 4.1 All invoices are payable within 10 days from the invoicing date.
- 4.2 All fees quoted are exclusive GST.
- 4.3 2% Surcharge may apply on the payments made by credit card.
- 4.4 We may require you to pay interest on a compounding basis at a rate of 2.5% per calendar month on all amounts remaining unpaid from the due date until the date of full payment.
- 4.5 If you fail to pay any amount when required under the terms, we reserve the right to suspend any service without incurring any liability whatsoever and all amounts owing by you become immediately payable. You shall be liable for all expenses and costs (including legal and debt collection) in relation to collection of outstanding amounts under this agreement.
- 4.6 If payment is not received within the due date, you will not be able to rely on our guarantee.

5 Topline Talent Liability

5.1 Our total liability for a breach of guarantee mentioned in terms, we will not exceed the amount of the fees paid by you in relation to the candidate giving rise to the breach.

In no event we will be liable to you for any:

5.1.1 Loss, damage, cost or expense of any kind whatsoever in connection with any delay or failure to provide any candidate for any order.

5.1.2 Loss of profit or savings, loss of revenue, loss of an opportunity or

5.1.3 Loss, damage, cost or expense of any kind whatsoever which is indirect, consequential or of a special or punitive nature even if such loss, damage, cost was reasonably foreseeable.

6 Candidate Introduction

6.1 If we introduce or refer a candidate to you, and at any time during the 12 months thereafter you (or any related person in your company) employ that candidate, you are deemed to have found the candidate through us and you will be required to pay the fee outlined under permanent placement fee table.

7 Credit check

7.1 You authorise us to collect, use and retain information about you for the purpose of carrying a credit check.

7.2 You authorise us to obtain credit report and other information about you from any third party (including third party credit agency) notified by us to you for this purpose.

8 Disputes

8.1 If the dispute arises out of these terms or any candidate, the parties will endeavour to resolve the dispute by good faith negotiations between the parties. If in case the dispute remains unresolved, either party may refer the dispute to mediation by notice in writing by a mediator to be agreed between the parties within 5 working days of that notice. Parties will share the costs of the mediator equally.

9 Amendments

9.1 Any amendments or modification to these terms must be agreed by the director of Topline Talent and must be in written. Topline Talent has all the rights to make necessary changes to this document on regular basis. All the parties will be provided with written notice before such amendments and will be given adequate amount of time before any changes take place.

10 Illegality

10.1 If any of the clauses in this agreement is invalid or illegal or unenforceable, the remaining provisions concerned shall continue in effect.

11 Governing Law

11.1 Our relationship with you is governed by New Zealand law.

12 Privacy & Confidentiality

12.1. You agree to preserve the privacy of personal information concerning any of our candidates whose personal information has been provided to you, or accessed by you, to a standard not less than that prescribed by the Privacy Act 1993; and additionally to hold yourself as a trustee of the promise to do so for the benefit of our candidate.

12.2. So far as the law allows, you must maintain the confidentiality of any information that we communicate to you and identify as being confidential (including the fact that one of our candidates may be seeking a new position). You must not use or disclose confidential information, that we communicate to you without our written consent. For the purposes of this sub-clause you may use confidential information that we have communicated to you about our candidate for the purpose of engaging our services.

12.3. You must identify any information that you require us to keep confidential. If you do not properly and expressly identify information that you communicate to us as being confidential, we may use and disclose it as we think fit for the purpose of providing or offering our placement services to you; and you must indemnify us against any claims (including costs) for breach of confidentiality that may flow from our use or disclosure of it.

12.4. For the purposes of clause 12.3 the following information is expressly identified as being confidential, namely information about:

- (a) your current staff;
- (b) your human resources strategies;
- (c) [if other please let us know].

We will not use or disclose it without your consent.