

BEYOND SERVICES LIMITED TERMS OF BUSINESS

Beyond Services Limited (trading as Beyond Recruitment) provides recruitment, temporary employment services (temp) and contracting services. The contracting services are provided on a sub-contract basis or on the basis of Contractors or Consultants being Beyond Recruitment employees and are covered under a separate agreement.

PAYMENT TERMS

Beyond Recruitment invoices are issued on contract acceptance and payable as follows:

- Permanent placements need to be paid within ten (10) days of the invoice date.
- Contracting Assignment invoices need to be paid no later than the twentieth (20th) of the month for the previous month's services.
- Temporary placements are invoiced weekly and need to be paid within seven (7) days of the invoice date.

ANNUAL SALARY PACKAGE (ASP)

The majority of Beyond Recruitment's fees are based on the Annual Salary Package (ASP). This is the aggregate of salary, allowances and 50% of the "at risk" component (generally bonuses and/or commission), where applicable. Where a vehicle is provided as part of the salary package, \$16,000 is added to the base salary before calculation of fees. Where the base salary is less than 50% of expected earnings, the ASP is based on 65% of on-target/expected earnings.

FEE STRUCTURE

Unless otherwise agreed in writing in a separate preferred supplier agreement the following Fees will apply:

Permanent and Fixed Term Placements

The fee calculation structure for Permanent & Fixed Term placements is as follows:

ASP less than \$50,000	15% plus GST
ASP \$50,000 - \$100,000	17% plus GST
ASP \$100,001+	19% plus GST

Fixed term placements of less than six months duration are charged at 75% of the standard fee. If a fixed term appointment continues or is extended into a different role after six months, the remaining 25% of the fee is payable.

For part time placements the above percentages apply, calculated on the pro-rated salary.

Buyouts & Conversions:

If a Beyond Recruitment contractor accepts a permanent or fixed term position with the client (regardless of role) either during or at the conclusion of their contract or during the six (6) month period following conclusion of the contract, a "Permanent Placement Fee" or "Further Engagement Fee" is payable based on the scale above.

International or Customised Project Recruitment

International or customised project recruitment will be priced by separate proposal.

For Exclusive Retained Recruitment

For exclusive retained recruitment one third of the fee is charged at commencement of the campaign, the second third at short listing stage and the final third upon successful completion of the assignment.

Contracting Assignments

The provision of contractors is under a separate Contract for Services which contains provisions that are relevant to that service. Please refer to that document for terms and conditions. Where a contractor is taken on directly either on a contract or permanent basis (e.g. is bought out) either in the same or a different role, the above permanent placement fees will apply.

Executive Permanent Recruitment

For Executive Recruitment the Beyond Recruitment fee is calculated at 25% plus GST of the ASP. One third of the fee is charged at commencement of the campaign, the second third at short listing stage and the final third upon successful completion of the appointment. Executive Recruitment is defined as senior/executive leadership or specialised positions where a customised advertising and/or search process is undertaken on an exclusive basis.

Advertising Costs

The cost of customised or campaign advertising e.g. print advertising in specialist publications and premium is paid for by the client and is invoiced monthly. All customised or campaign advertising campaigns will be subject to prior authorisation from the client.

Accuracy of Information

A professional profile is provided to your company with the express and exclusive permission of the Candidate concerned. Parts of this professional profile rely on information provided by the Candidate. The professional profile is a summary of the Candidate's relevant skills. It is not necessarily intended to represent a complete career history. Where appropriate, Beyond Recruitment has endeavoured to verify relevant information. However, Beyond Recruitment cannot guarantee the overall accuracy of information contained in this report. Beyond Recruitment shall not be responsible or liable for any losses, costs, expenses or damages however incurred (direct, indirect or consequential) arising out of or in connection with the information provided about the Candidate.

Candidate Performance

Beyond Recruitment shall not be responsible or liable for any losses, costs, expenses or damages however incurred (direct, indirect or consequential) arising out of or in connection with the performance or any actions of the Candidate.

Guarantee Period

Unless otherwise agreed in writing a three (3) month guarantee is offered for all permanent appointments, providing the invoice is paid by the due date. The guarantee period commences from the candidate start date. Should the candidate resign or have their employment terminated within the guarantee period because he or she has not performed satisfactorily in the capacity for which they were hired and providing reasonable notice has been given, Beyond Recruitment will be given no less than an exclusive period of three (3) weeks to find a replacement candidate to refill the vacated position. Provided the terms of the guarantee have been adhered to, a credit will be issued and held on the client account with Beyond Recruitment. A new invoice will be issued as per our agreed TOB's for the new candidate (replacement) and any credit held may be used to offset this invoice (if appropriate). If a suitable replacement is not found within a reasonable and agreed timeframe the original placement fee will be credited and held on account. This credit will remain valid for a period of six (6) months after the date of the credit, after which time this will be forfeit. If the employer elects not to replace the role or hire

via Beyond Recruitment, then the credit held on account will be for 50% of the original placement fee. The remaining 50% of the fee will be retained by Beyond Recruitment. Beyond Recruitment does not offer a refund.

The guarantee period is not valid in circumstances that are out of our control for example, but not limited to: restructuring, redundancy, force majeure.

Guarantee period for Fixed Term Contracts is as follows:

3 months and under	no guarantee
3-6 months	4 week guarantee
6-12 months	8 week guarantee
12 months+	3 month guarantee

Candidate/Contractor Ownership

Any contractor, candidate or temporary worker (Candidate) referred and presented by Beyond Recruitment remains a Beyond Recruitment Candidate for a period of six (6) months following the later of date of original presentation or conclusion of a contract or temp assignment. If the Candidate is hired by the client, or any other organisation to which the client has referred the Candidate to, in any position, whether contract, temporary or permanent, within this six (6) month period, then the normal Beyond Recruitment Terms of Business and Fees will apply. All contact with the Candidate is to be channelled through Beyond Recruitment.

Overdue Payment

- Beyond Recruitment may require interest to be paid on any amount which is more than seven (7) days overdue. Interest will be calculated at the rate of 5% above Beyond Recruitment's main trading bank's 90 day bank bill buy rate, as at the close of business on the date payment became due.
- The Client will be liable to pay any costs of recovery of overdue amounts including legal costs on a solicitor/client basis.
- If the Client does not pay any amount notified as overdue within five (5) working days of such notice, they irrevocably authorise Beyond Recruitment to withdraw the services of the Candidate (but without removing obligation to pay the Candidate), until such overdue amounts are paid with interest and costs, as applicable.
- For recruitment and consulting services of a substantial value, Beyond Recruitment may require a personal guarantee of payment from a Director.

Additional Services Available

Permanent Recruitment:

Beyond Recruitment is able to carry out Ministry of Justice checks upon request and with the Client's written approval. Two services are available at a cost as below:

- 15 day service: \$25.00 + GST
- 3 day service: \$49.00 + GST

Beyond Recruitment will notify the Client once they have received the results.

Contracting:

As part of the contracting service, Beyond Recruitment will carry out Ministry of Justice checks on all placed Contractors using the 15 day service. If the Client should wish to use the three (3) day service, this is available at a cost of \$49.00 + GST.

Temporary (Temp) Employment Services

FEE STRUCTURE

Unless otherwise agreed in writing in a separate preferred supplier agreement, the following Fee Structure will apply:

- The rate to be charged for a Temporary Employee (Temp) will be as agreed between Beyond Recruitment and the Client prior to each Assignment, subject to rights of variation provided under this contract.

A minimum charge equal to four (4) hours at the hourly charge out rate agreed for the Temp is payable for each day of an Assignment where an Assignment is less

- than four (4) hours long. Otherwise the hourly charge is the rate agreed.
- Beyond Recruitment may vary the rate to be charged for a Temp at any time after consultation with the Client.
- In addition to the charges, the Client will pay GST, on-costs at current market on-cost rate and taxes which relate to an assignment.

Further Engagement

Where, within six (6) months of the termination of an Assignment or the most recent referral of a Temp to the Client:

- The Client engages the Temp as an employee or as an independent contractor; or
- The Client introduces the Temp to another person or organisation and that person or organisation engages the Temp as an employee or as an independent contractor,

The Client will pay a fee calculated in accordance with Beyond Recruitment's schedule of charges for permanent or temporary staff (as appropriate).

Buyouts & Conversions

Temp to Perm schedule

0-3 Months	100%
3-6 Months	75%
6-9 Months	50%
9+ Months	25%

Cancellations

Any cancellation of an Assignment by the Client must be advised to Beyond Recruitment at least twenty-four (24) hours before the Assignment is due to commence or, if this is not possible, as soon as practicable. If the Client advises Beyond Recruitment of a cancellation within twenty-four (24) hours of the commencement of an Assignment, the Client will be liable to pay Beyond Recruitment a fee equal to four (4) hours at the hourly charge out rate of the Temp.

Notice Requirements for Ending an Assignment

Because of the temporary nature of temporary services work, Beyond Recruitment acknowledges that the Client may end an Assignment prior to its expiry date on notice. The exception to this requirement is that the parties agree that no notice period is required for day-to-day assignments in circumstances such as, but not limited to, a temporary worker working for the Client to cover a staff member taking sick leave.

For Assignments of six (6) days or less the notice period to be given to Beyond Recruitment of the ending of the Assignment by the Client is one (1) day.

For Assignments of short duration (more than six (6) days and up to six (6) weeks) the notice period to be given to Beyond Recruitment of the ending of the Assignment by the Client is two days.

For Assignments of medium duration (over six (6) weeks to six (6) months) the notice period to be given to Beyond Recruitment of the ending of the Assignment by the Client is one week.

For long-term Assignments (six (6) months plus) the notice period to be given to Beyond Recruitment of the ending of the Assignment is two weeks.

If a Client believes (at its sole and absolute discretion on reasonable grounds) the temporary worker provided by Beyond Recruitment is not capable performing work to the desired standard, the Client can terminate the Assignment with three (3) hours' notice.

The parties agree that if a temporary worker engages in serious misconduct (as determined by the Client on a reasonable basis and following contact with Beyond Recruitment) the Assignment can be terminated by the Client immediately and without notice.

The parties agree that where the Client fails to provide to Beyond Recruitment with the proper notice period (partial or in full) and, for whatever reason, the Client will be liable to pay to Beyond Recruitment at the contractual pay rate of the relevant Temp for the period of the notice contractually required but not given in accordance with this agreement.

In the event of a natural disaster, any Assignment (for over six (6) days in duration) may be terminated with the provision of two (2) days' written notice, which will be payable by the Client to Beyond Recruitment.

In cases of extraordinary circumstances during an Assignment, such as a fire at the Client's premises rendering it unusable in part or in whole, or by act of God, pandemic outbreak or act of Government or by an event deemed outside of the reasonable control of the Client that requires the Client to shut down all or part of its operations and where the Temp is not required to attend work, any Assignment (for over six (6) days in duration) may be terminated with the provision of two days' notice which will be payable by the Client to Beyond Recruitment

Insurance

The Client undertakes to ensure that the Temp is adequately insured against any liability to third parties arising out of the Temp's acts or omissions while in the course of an Assignment. The Temp shall not be required to use his or her own vehicle for the purposes of an Assignment. However, where the Temp uses his or her own vehicle for the purposes of an assignment the Client will be liable for any loss or damage caused or suffered by the Temp, to the extent that it is not covered by the Temp's own insurance cover.

Substitution of Temporary Employee

Beyond Recruitment may, after consultation with the client, where possible beforehand, substitute one Temp for another on any Assignment.

Compliance with Legislation

The Client agrees to provide a safe workplace for the Temp and will comply with all legislative and regulatory requirements relating to employees, including but not limited to health and safety, human rights and the Health and Safety at Work Act 2015.

If the Temp is injured, or subjected to any breach of any statute or common law while on Assignment with the Client, the Client will indemnify Beyond Recruitment in respect of any liability resulting from the injury or breach including (but not limited to) any:

- Claims brought by the Temp against Beyond Recruitment arising out of their assignment with Beyond Recruitment;
- Damages or penalties imposed on Beyond Recruitment under any Act or Regulations;
- Payments to be made by Beyond Recruitment under the Injury Prevention and Rehabilitation and Compensation Act 2001 (and amending or substituting legislation), including indemnifying Beyond Recruitment for any increases in levies paid by Beyond Recruitment under the Act as a result of an injury or the accident causing the injury.

Where a situation or problem arises that may affect the continuation or duration of a Temp's placement on assignment, the Client agrees to contact Beyond Recruitment immediately so that it can undertake an

appropriate process to address the matter. The Client agrees to provide all relevant information to Beyond Recruitment relating to any such situation or problem, and consents to the information being supplied to the Temp(s) concerned where necessary.

Nature of Relationship between Temp and Company

The parties agree that Beyond Recruitment employs the Temp and that the Temp while on Assignment is not and will not become an employee of the Client. Where the Client wishes to engage the temp directly, the Client must consult with Beyond Recruitment and the Client will pay a fee calculated in accordance with Beyond Recruitment schedule of charges for permanent or temporary staff (as appropriate).

Details of Assignment

The Client agrees to provide to Beyond Recruitment, the following details relating to the Assignment before the Temp starts work on the Assignment:

- A description of the work to be performed; and
- An indication of where the Temp is to perform the work; and
- An indication of the hours to be worked by the Temp; and
- The Client's Health and Safety policies and/or procedures.

The Client understands that the above details are required by Beyond Recruitment in order to comply with the requirements of the Employment Relations Act 2000, and its obligations under the Health and Safety at Work Act 2015. If the Client fails to provide this information before the commencement of the Assignment, Beyond Recruitment may not be able to provide the Temp, in which case, Beyond Recruitment will not have breached this agreement.

The provisions of this clause continue to bind the parties after an Assignment has ended.

Health and Safety

The Parties recognise that both have obligations to the Temp under the Health and Safety at Work Act 2015. As the Temp will be on the Client's premises in order to complete the Assignment, the Client will ensure that the Temp receives appropriate training and induction in the safe operation of any equipment needed to perform the Assignment, emergency procedures, and the safe performance of the Temp's duties. The records of such training and induction shall be made available to Beyond Recruitment on request.

- The Client shall take all practicable steps to ensure that no hazard that is or arises in the Temp's place of work causes harm to the Temp.
- The Client shall ensure that the Temp wears and/or uses any protective clothing and/or equipment required in performing the Assignment.
- The Client shall nominate a contact person with whom the Temp may confer in the event of any health and safety issues or concerns.
- The Client shall immediately inform Beyond Recruitment in the event of any incident, accident or near-miss involving the Temp.
- In the event that Beyond Recruitment (in its sole discretion) believes that a hazard in or arising in the Client's premises or operations poses an unacceptable risk to the health and/or safety of the Temp, Beyond Recruitment shall be entitled, without penalty to withdraw the Temp (but without releasing the Client from liability to pay the agreed rates as set out in this agreement). If within a reasonable time the hazard is not eliminated, isolated or minimised to Beyond Recruitment's satisfaction, Beyond Recruitment shall be entitled to terminate the Assignment, and the Client shall pay the late cancellation fee set out above.

Governing Law

These Terms and Conditions are governed by New Zealand law.

These Terms and Conditions are binding on, and for the benefit of, the successors of the Client and the successors and assigns of Beyond Recruitment.

The Client may not assign this agreement without the prior written consent of Beyond Recruitment.

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Additional Services Available

As part of the temporary service, Beyond Recruitment will carry out Ministry of Justice checks on all placed Temps using the 15 day service. If the Client should wish to use the three (3) day service, this is available at a cost of \$49.00 + GST.