

TERMS AND CONDITIONS OF BUSINESS

1. Scope

These Terms apply where you hire or engage a Candidate who is Introduced to you by RW, and to any other Business RW proposes or undertakes for you. Your written confirmation, signature below, or your use of any Candidate's resume or online profile, will constitute your acceptance of these Terms.

2. The Placement

- 2.1. RW will use reasonable skill and care in the sourcing and Introduction of Candidates for you. You need to provide us with all information reasonably necessary to enable us to assess the suitability of a Candidate for a Vacancy.
- 2.2. Where a Candidate or third party provides details relating to the Candidate, RW will use reasonable endeavors to ensure these are correct but cannot guarantee their accuracy and will not be liable for any loss or damage resulting from incorrect information. You are responsible for making your own enquiries to confirm any information is correct.
- 2.3. RW does not represent or warrant that any Candidate is or will be willing and/or available to accept any Placement with you. RW will not be liable for losses, liabilities, costs and expenses incurred by you arising from a Candidate's acts or omissions including in the performance of their employment with you.

3. Fees

- 3.1. The "Fee" payable to RW in relation to a specific Placement will be calculated at 30% of the Candidate's Salary Package.
- 3.2. Contained Searches - The Fee will be split into two stages: 1) an engagement fee payable immediately on RW's acceptance of the assignment and; 2) a completion fee, adjusted for any Salary Package changes, payable upon the Candidate's commencement of employment.
- 3.3. Retained Searches - The Fee will be split proportionately into three equal stages: 1) an engagement fee payable immediately on RW's acceptance of the assignment; 2) a short-list fee payable following the presentation of a short-list of Candidates to you; and 3) a completion fee, adjusted for any Salary Package changes, payable upon the Candidate's commencement of employment.
- 3.4. Should you withdraw the Vacancy to which the Retained Search or Contained Search relates without an RW Candidate being engaged, any payment already made will not be refunded and will not be switched to other searches.
- 3.5. If Parties have not agreed on the terms for a Retained or Contained Search, the Search will be deemed a Contingent Search.
- 3.6. Contingent Searches - The Fee will be payable in full upon the Candidate's commencement of employment.
- 3.7. For a Fixed Term Placement, the Fee will be calculated against the equivalent annual full time Salary Package pro rated based on the length of the Fixed Term Placement, but otherwise calculated in accordance with the provisions of clause 3.1. If a Fixed Term Placement is extended or the Candidate on a Fixed Term Placement accepts permanent employment with you, you will notify us immediately and a further Fee will be payable.
- 3.8. If you engage a Candidate following any Search, in any position or role, within 12 months from our last communication with you relating to that Candidate, you will pay us the appropriate Fee/any unpaid element of the Fee.

4. Payment & Additional Costs

- 4.1. Save for engagement fees in Retained and Contained Searches which are payable immediately, you agree to pay all invoices within 30 days of the date of invoice.
- 4.2. RW will only charge additional costs with your approval. You agree to pay any approved additional costs, even if the Candidate is not placed.

5. Third Party Introductions

- 5.1. If you provide information to a third party relating to a Candidate, you agree to inform us and to inform the third party that the Candidate is represented by RW and the engagement of that Candidate by them will incur a Fee.
- 5.2. If a Candidate provides you with details of any other individual during the recruitment process or at any time prior to commencing employment with you, you agree to inform us and that these Terms will apply to that individual as if they were a Candidate including, but not limited to, the Fee payable to RW should you employ that individual.

6. Replacement Guarantee

- 6.1. Subject to clause 6.3, if a Candidate's employment terminates within a period of 13 weeks (including the Candidate's period of contractual notice) from the start of a Placement, RW will seek a replacement Candidate within a reasonable period of time but not longer than 3 months from the date of termination of the initial Candidate on the condition that:
 - (a) the Candidate left of his/her own will and not due to any layoff measures, change in job description or change in work conditions, etc.;
 - (b) RW's invoice has been settled in accordance with these Terms;
 - (c) you have complied with your obligations to the Candidate including your obligations under any relevant law;
 - (d) the request is given exclusively to RW to replace the Candidate;
 - (e) the nature of the replacement role is the same as the initial Placement; and
 - (f) you inform us within 7 days in writing that the Candidate is no longer employed.
- 6.2. The replacement guarantee does not apply to replacement Candidates or Fixed Term Placements.
- 6.3. RW may as an alternative to the replacement guarantee, provide a refund of 50% of the Fees actually paid to RW in respect of the applicable Candidate.

7. Confidentiality

Each Party will hold all confidential information of the other in confidence and will not disclose such information without the consent of the other Party unless required by law or it has already been made available to the public other than through a breach of this clause.

8. Termination

These Terms can be terminated by either Party: (a) by giving 30 days' written notice to the other; (b) immediately upon written notice to the other Party if the other Party materially breaches these Terms and fails to cure such breach within fourteen (14) days after receiving written notice of such breach; or (c) immediately upon written notice to the other Party if the other Party files or has filed against it a voluntary or involuntary bankruptcy proceeding, a receiver or similar official is appointed for any of the other Party's property, the other Party becomes insolvent or the other Party makes an assignment for the benefit of creditors.

9. Liability

Neither Party shall be liable to the other under or in connection with these Terms for any indirect or consequential loss, loss of profits, punitive damages, loss of business, loss of revenue loss of anticipated savings, loss of reputation or regulatory fines. The maximum liability of each Party to the other in respect of any Placement or search shall be limited to one hundred and twenty percent (120%) of the Fees payable by you to RW for that Business. Nothing in this clause 9 shall exclude or limit liability which cannot be limited under law.

10. Non-Solicitation

You will not, during the term of these Terms and for twelve (12) months after termination, solicit or induce any RW employee to become an employee of yours. If you hire any RW employee in breach of this clause, you must pay RW on demand \$40,000 as liquidated damages, which you agree is a genuine pre-estimate of loss.

11. General

- 11.1. Any clause held by a court to be illegal or unenforceable, will be severed from all other terms without affecting the validity or enforceability of all other terms of these Terms. Clauses which, by their nature, are intended to have effect following termination of these Terms shall continue to bind the Parties.
- 11.2. If a Party is prevented from performing these Terms by circumstances that are beyond its control (acting reasonably) then that Party will not be liable for what would otherwise have been a breach of these Terms.
- 11.3. No failure or delay by either Party in exercising any right or remedy available to it will constitute a waiver of that or any other right or remedy. No waiver or amendment will be effective unless confirmed in writing to the other Party and in the case of RW, by a director of RW.
- 11.4. Unless agreed otherwise in writing, these Terms set out the entire agreement between you and us and supersede any other agreement covering the same subject matter.
- 11.5. These Terms shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of law. The Parties submit to the exclusive jurisdiction and venue of the state and federal courts of New York.

12. Definitions

"Business" means work performed by RW in relation to Placements or searches including, RW receiving instructions from you, long/short listing of Candidates, Introducing a Candidate, RW's arrangement of or conducting interviews with Candidates or any other act in the sourcing or supply of a Candidate;

"Candidate" means an individual Introduced to you by RW;

"Fixed Term Placement" means a position or role for which a Candidate is employed by you on a fixed term contract.

"Introduced" means the sending of a Candidate's details, including a resume, LinkedIn or other online profile by RW to you or any other verbal or written communication between RW and you that enables the Candidate to be identified and "Introduction" and "Introduce" shall be construed accordingly;

"Placement" means a position or role for which a Candidate is employed by you;

"Parties" means RW and you and "Party" shall be construed accordingly;

"RW" or "us" means Robert Walters Associates Inc;

"Salary Package" means the annual anticipated guaranteed remuneration package for a Placement, which includes gross annual salary, guaranteed bonuses, allowances and joining inducements;

"Terms" means these Terms and Conditions of Business;

"Vacancy" means a position or role within your organization for which you are seeking a Candidate; and

"you" means the entity set out below or any of your affiliates or group companies.

Signed for and on behalf of RW:	(Name)	(Signature)
Title:		
Date:		

Signed for and on behalf of you:	(Name)	(Signature)
Company name:		
Title:		
Date:		