



| Terms and Conditions

The Terms of Business on which CRE & Co provides recruitment and on-hire services to its Clients are set out below.

Definitions

Candidate means any person who has sought or obtained placement by CRE & Co in:

- (i) Permanent employment with a Client; or
- (ii) by way of a Temporary Assignment with the Client.

Client means any person or body to which CRE & Co provides services and includes any Client Related Entity.

Client Related Entity means any entity connected with the Client including:

- (i) an entity with a common interest in an economic enterprise, for example, a related body corporate (as that term is defined in the Corporations Act 2001 (Cth)) or a joint venture partner; or
- (ii) another government department or organisation within the public service sector.

CRE & Co means CRE Civil Labour Pty Ltd (ABN 15 633 000 183) or such other related entity specified in the Proposal.

CRE & Co's Standard Fee Structure is the fee structure attached to these Terms of Business as Annexure 1 (as may be updated from time to time by prior notice to the Client).

Credit Application terms means the terms contained within the Credit Application Form, the Terms and Conditions attached to the Credit Application, and the Deed of Guarantee and Indemnity (Annexure A to the Credit Application) executed by the Client and its guarantors for the purpose of maintaining a credit account with CRE & Co.

Independent Contractor means any entity engaged by CRE & Co to carry out a Temporary Assignment with a Client, who is engaged by CRE & Co as an independent contractor and not as a Temporary Worker.

Permanent means any person who has accepted or obtained on-going, permanent employment with a Client. All Permanent placements are employed by the Client and the Client takes responsibility for payroll and all legislative requirements.

Proposal means the proposal document provided by CRE & Co to the client, setting out the services to be provided to the Client.

Services means the recruitment and/or on-hire services set out in the relevant Proposal.

Temporary Assignment means isolated, short-term, specific projects for which the Client seeks the placement of a Temporary Worker or Independent Contractor.

Temporary Worker means any person placed by CRE & Co on a temporary assignment basis with a Client, who is employed or engaged by and payrolled by CRE & Co

Terms of Business means these terms and conditions.

CRE & Co Pty Ltd

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1. Fees

General

- 1.1. The Client will pay all fees and charges in accordance with the terms of payment shown on CRE & Co's invoice, but in any event, no later than fourteen (14) days from the date shown on the invoice. Where fees are paid outside CRE & Co's terms, the Client will forfeit any claim to the Replacement Guarantee as provided by these Terms of Business. In the event of non-payment, CRE & Co reserves the right to charge interest at a flat rate of 2% per month on unpaid invoices from the due date to the receipt of full payment. CRE & Co may suspend the provision of Services under these Terms of Business where monies owed by the Client remain outstanding 14 days after the due date for payment.
- 1.2. Fees are set out in the CRE & Co Standard Fee Structure. Charges may also be payable in accordance with these Terms of Business.
- 1.3. The Client agrees to pay CRE & Co the rate agreed at the time of booking and confirmed by CRE & Co in writing. CRE & Co may review the agreed rate on any extension or subsequent assignment and may further review and vary the charges subject to prior written notification to the Client.
- 1.4. Any fees or charges payable under these Terms of Business are stated exclusive of Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999. Any amount payable under these Terms and Conditions will be any fees or charges payable plus any amount of Goods and Services Tax payable in relation to those fees and charges.
- 1.5. If CRE & Co provides an advertising service to the Client, the Client will pay the agreed artwork and advertising costs incurred by CRE & Co. The Client may cancel an advertisement where sufficient notice is provided. Where insufficient notice is provided, the Client must pay any costs incurred by CRE & Co because of the cancellation. Advertising accounts must be paid by the Client no later than fourteen (14) days from the date shown on the CRE & Co invoice.
- 1.6. All reasonable and prior agreed costs incurred by the Candidate attending an interview will be payable by the Client. If the Client requires the Candidate to travel during the assignment, all travel, insurance and other costs will be at the cost of the Client.



Fees for Temporary Assignments

- 1.7. All Temporary Workers are employed or engaged by and pay-rolled by CRE & Co. Temporary Workers are charged to the Client on an hourly, daily or project basis, which is dependent on the project and will be negotiated between CRE & Co and the Client prior to commencement of each Temporary Assignment or specific project.
- 1.8. The applicable rates (excluding GST) will be set out in the Proposal and will be subject to review in accordance with these Terms of Business, including CRE & Co's Standard Fee Structure.
- 1.9. The calculation of the fee payable for Temporary Workers and Independent Contractors is set out in the CRE & Co Standard Fee Structure.
- 1.10. The Client is responsible for paying CRE & Co a fee equal to the reasonable business expenses incurred by a Temporary Worker in performing an assignment. The Client must either:
 - a) make all necessary arrangements with the Temporary Worker for authorising and reimbursing expenses; or
 - b) authorise CRE & Co to make such reimbursement in accordance with CRE & Co policies and procedures and must pay CRE & Co an additional fee (such fee will be calculated based on the costs incurred by CRE & Co in making the reimbursement including any relevant taxes and on-costs less any input tax credits claimed by CRE & Co plus GST on the additional fee when invoiced).
- 1.11. CRE & Co requires original tax invoices from the Temporary Workers to support Temporary Worker expense claims. If the Client would prefer to pay an allowance or per diem expense claim without providing supporting tax invoices, then the Client should notify CRE & Co in advance to confirm the alternative documentation required and confirm amounts that may be paid tax-free.
- 1.12. It is the Client's responsibility to review expense claim reimbursements and supporting documentary evidence of the Temporary Worker before reimbursement is made or authorised. In no event will the Client either authorise CRE & Co to pay expenses or pay expenses directly to or for a Temporary Worker which are of a private nature or for amounts more than ATO expense guidelines. If such payments are made in contravention of these Terms of Business, then the Client must pay an additional fee to CRE & Co equal to the Fringe Benefits Tax and other payroll on-costs associated with the provision of the taxable benefit to the Temporary Worker.

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2. Permanent Placements - General Provisions

CRE & Co responsibilities

2.1. Where the Services relate to a Permanent Placement, CRE & Co will:

- a) undertake advertising, searching, and screening activities to source suitable Candidates for the position set out in the Proposal; and
- b) endeavor to introduce to the Client, Candidates who have the qualifications, skills and experience required by the Client.

Replacement Guarantee

2.2. If either the Candidate or the Client terminates the engagement within three (3) months of the date of the Candidate's commencement with the Client, provided that:

- c) the Client or any Client related Entity does not engage the Candidate within twelve (12) months of the date of termination;
- d) the Client notifies CRE & Co in writing of the termination of engagement within seven (7) days;
- e) the termination is not due to redundancy or other business rationalisation or due to any other event outside the control of CRE & Co or the Candidate (including without limitation any material change to the role as originally described by the Client); and
- f) all fees due to CRE & Co have been paid by the Client in accordance with these Terms of Business; then,

CRE & Co will have the exclusive opportunity for one month to replace the Candidate with another person capable of adequately performing the Candidate's vacated job. If CRE & Co is unable to find a replacement within the one month period, the Client will receive a credit against CRE & Co's invoiced recruitment fee in the case of a contingency assignment, or completion fee in the case of a retained assignment. The credit will be valid for a twelve (12) month period from the date that the Candidate or Client terminates the engagement and will be in the same proportion as the unworked period bears to three (3) months (calculations being done to the nearest week).

If the job vacated by the Candidate is filled by a person on a lesser salary than that of the Candidate, no adjustment to the fee charged for the Candidate will be made. This clause only applies to one free replacement for each fee paid for a Candidate.

In the event that the Client (or any of the Client Related Entities) subsequently re-engages the Candidate within 12 months after the date of termination or resignation, the Client will be liable to pay the engagement fee in respect of any replacement employee sourced as a result of this replacement guarantee (and this replacement guarantee will not apply in respect of the replacement employee).

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- 2.3. Once a Candidate is placed as a Permanent employee with a Client, the Client is the Candidate's employer and has sole responsibility for the employee. CRE & Co has no liability or obligations in respect of the Client's employees, including, without limitation, in respect of the termination of employment of the employee for any reason by the Client.

3. Temporary Workers - General Provisions

- 3.1 CRE & Co can provide Temporary Workers and Independent Contractors as required by the Client to provide services in accordance with these Terms of Business and otherwise in accordance with the written job specifications given by the Client for a Temporary Assignment. If CRE & Co issues an assignment letter for an assignment, the provisions of that letter operate in conjunction with these Terms of Business. If the assignment letter differs from these Terms of Business, the Assignment letter prevails (to the extent of that difference).
- 3.2 Temporary Workers and Independent Contractors are available for assignments of varying duration to suit the needs of the Client. However, with respect to Candidates engaged on a temporary basis, there is a minimum booking of 4 hours, and if the Temporary Worker or nominated representative of the Independent Contractor is engaged for less than 4 hours the minimum of 4 hours will be invoiced to, and payable by, the Client.

CRE & Co responsibilities in relation to Temporary Workers

- 3.3 Where the Services include the provision of Temporary Workers, CRE & Co will:
- a) undertake advertising, search and profiling activities on behalf of the Client;
 - b) take all reasonable steps to verify that the Temporary Worker has the requisite qualifications, skills and experience to perform the work required by the Client as specified in the Proposal (including, but not limited to, by conducting interviews and obtaining independent references);
 - c) directly employ each Temporary Worker and be solely responsible for the payment of wages, superannuation, payroll and PAYG tax and all others benefits, and entitlements usually afforded to employees, in respect of each Temporary Worker;
 - d) ensure payment of Temporary Workers is compliant with industrial requirements;
 - e) take out and maintain public liability, professional liability and workers' compensation insurance in respect of each Temporary Worker;
 - f) provide each Temporary Worker with a generic safety induction; and
 - g) ensure each Temporary Worker enters a contract with CRE & Co that:
 - (i) protects the confidentiality of the Client's confidential information; and
 - (ii) vests the intellectual property rights in materials created, generated or discovered by the Temporary Worker whilst performing work for the Client,



- 3.4 If the need arises, CRE & Co may substitute one Temporary Worker for another.
- 3.5 CRE & Co has the following responsibilities in relation to Temporary Workers (where applicable):
- a) payment of remuneration;
 - b) deduction of all appropriate taxation required by the Australian Taxation Office;
 - c) workers' compensation payments;
 - d) superannuation guarantee charges; and
 - e) payroll tax.

Client's responsibilities in relation to Temporary Assignments

- 3.6 The Client must provide CRE & Co with information regarding the work that the Client requires to be performed, the skills, qualifications and experience required by the Client and any other information that CRE & Co reasonably requests in order for it to properly ascertain the suitability of a prospective Temporary Worker or potential Candidate.
- 3.7 The Client acknowledges and agrees that it has direct supervision and management of the Temporary Workers and Independent Contractors in the performance of each Temporary Assignment for the Client. The Client directly controls the conditions under which the assignment is performed, and the outcome of the Temporary Worker or Independent Contractor.
- 3.8 The Client must:
- a) cooperate and consult with CRE & Co in respect of all workplace health and safety matters and comply with all applicable legislation in respect of its dealings with Candidates, Temporary Workers and Independent Contractors and not do anything that may cause CRE & Co to breach its obligations to a Candidate, Temporary Worker or Independent Contractor under any applicable legislation;
 - b) notify CRE & Co immediately on knowledge of any breaches, investigations or incidents relating to a Temporary Worker or Independent Contractor, including but not limited to occupational health and safety incidents or near misses, policy breaches including Client policies, equal opportunity or anti-discrimination legislation breaches or any other incidents where by a reasonable person would notify an employer;
 - c) provide all personal protective equipment or clothing required to enable a Temporary Worker or Independent Contractor to perform their work for the Client safely (which must meet relevant Australian standards);
 - d) in the event of injury to a Temporary Worker or Independent Contractor, assist CRE & Co meet its obligations in respect of rehabilitation of the injured worker (including permitting the worker to work reduced hours or on suitable duties where reasonably practicable to do so).;

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- e) take out and maintain appropriate insurance for all works carried out by the Client, including against liability for work carried out by a Temporary Worker or Independent Contractor;
- f) ensure that any directions provided to a Temporary Worker or Independent Contractor do not result in that worker contravening any applicable legislation;
- g) provide adequate supervision and direction to Temporary Workers and Independent Contractors and only require a Temporary Worker or Independent Contractor to perform tasks that they are appropriately skilled and properly trained to perform and which are detailed in the Proposal;
- h) provide all necessary induction and other training and issuing all necessary policies, procedures and directions;
- i) immediately notify CRE & Co of any occupational health and safety risks or discrimination or harassment issues in connection with the provision of services by the Temporary Worker or Independent Contractor;
- j) require the Temporary Worker or Independent Contractor to perform only those tasks that that person is skilled and trained to perform and which are detailed in the Proposal; and
- k) immediately notify CRE & Co if there are any changes in the tasks that the Temporary Worker or Independent Contractor is assigned to perform for the Client.

3.9 The responsibility for protecting the Client's confidential information and intellectual property lies solely with the Client. CRE & Co is not liable for any claim arising from the Client's Confidential Information and Intellectual Property.

Cessation by Client

- 3.10 Excluding situations involving serious misconduct, in the event that the Client wishes to cease using the services of a Temporary Worker or Independent Contractor, it must give the following period of notice to CRE & Co in writing and provide reasons for its decision:
- a) for Temporary Workers or Independent Contractors (ad hoc) – at least 1 days, unless otherwise agreed on the Proposal; or
 - b) for Temporary Workers or Independent Contractors who are the subject of a fixed term contract – at least 1 weeks notice.
- 3.11 In the event that a Temporary Worker or Independent Contractor is found to have engaged in serious misconduct (as defined under the Fair Work Act 2009 (Cth)), after full investigation, the Client will be permitted to cease using the services of the Temporary Worker or Independent Contractor immediately upon written notification to CRE & Co.
- 3.12 The Client acknowledges that whilst they can cease using the services of a Temporary Worker, they do not have the power to terminate the Temporary Worker's employment with CRE & Co and that such power lies solely with CRE & Co.

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Cessation by CRE & Co

- 3.13 As soon as practicable after becoming aware that either:
- a) a Temporary Worker has terminated their employment with CRE & Co;
 - b) an Independent Contractor has terminated its engagement with CRE & Co; or
 - c) CRE & Co intends to terminate the relevant employment or engagement,

CRE & Co will notify the Client in writing of the date on which the Temporary Worker or Independent Contractor (as applicable) will cease to be available to the Client and if appropriate forward a suitable alternative.

Termination of engagement

- 3.14 CRE & Co's engagement to provide the Services will:
- a) commence on the date that the Terms of Business and the Proposal are taken as being accepted by the Client; and
 - b) continue indefinitely unless terminated in accordance with this clause.

- 3.15 Subject to clause 3.16, either CRE & Co or the Client may terminate the engagement to provide the Services:
- a) at any time provided at least one month's written notice is provided; or
 - b) immediately and without notice, because of a material breach of these Terms of Business by the other party (provided the other party has been given written notice of the breach and at least 14 days to rectify the breach).

- 3.16 The Client may only terminate the engagement where:
- a) the engagement of all Temporary Workers and Independent Contractors has ceased, and
 - b) the Client has fully satisfied all outstanding fees, expenses and liabilities arising under these Terms of Business and the Credit Application Terms.

Approaches to Temporary Workers or Independent Contractors

- 3.17 The Client must not discuss the Temporary Worker or Independent Contractor Fees, or any change to the Temporary Worker or Independent Contractor Fee, with a Temporary Worker or Independent Contractor or its nominated representative.

- 3.18 If a Client makes an offer of Permanent employment to a Temporary Worker or nominated representative of an Independent Contractor who is performing an assignment for the Client (or who has performed an assignment for the Client during the previous 12 months) which the Temporary Worker or nominated representative accepts, the Client must pay to CRE & Co the Permanent placement fee in respect of the Temporary Worker/nominated representative in accordance with CRE & Co's Standard Fee Structure.

- 3.19 If a Client makes an offer of further or different Temporary Assignment to a Temporary Worker or Independent Contractor who is performing or carrying out the assignment for the

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Client (or who has performed an assignment for the Client during the previous 12 months) which the Temporary worker or Independent Contractors accepts, the Client must pay CRE & Co for that assignment in accordance with these Terms of Business.

- 3.20 The fees payable under this clause are due and payable within 14 days of the Temporary Worker or nominated representative of the Independent Contractor commencing employment or the new assignment.

4. General Terms

Introduction of Candidates

- 4.2 CRE & Co treats the introduction of Candidates and their details as strictly confidential and requires the Client to do the same.
- 4.3 If a Candidate or his or her details are introduced to or passed on to the Client (including the transfer of a Candidate's details to the Client's database), and that introduction or transfer results in the Permanent employment or engagement on a contract basis of the Candidate, the Client must pay CRE & Co the appropriate fee in accordance with these Terms of Business and CRE & Co's Standard Fee Structure.

Non-Solicitation of CRE & Co employees

- 4.4 The Client must not solicit CRE & CO employees or contractors.
- 4.5 If the Client places a CRE & CO employee in a role with the Client or any other person or body to whom the Client has introduced the employee, the Client will be charged a fee based on the Standard Fee Structure which must be paid by the Client within fourteen (14) days of the date of the invoice.

Liability and Indemnity

- 4.6 The Client acknowledges that CRE & Co is not liable to the Client in respect of any damage, loss or injury of any nature or kind because of:
- a) the introduction of a Candidate to the Client by CRE & Co;
 - b) the subsequent employment of a Candidate by the Client;
 - c) the acts or omissions (whether negligent or otherwise) of a Temporary Worker or Independent Contractor; or
 - d) a Temporary Worker not completing their assignment with the Client.
- 4.7 The Client agrees to indemnify and keep indemnified, CRE & Co and its directors, officers, employees and agents from and against all actions, claims, proceedings, demands, liabilities,

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penalties, loss, damage, expenses and costs (including legal costs on a full indemnity basis) that may be brought against CRE & Co or which CRE & Co may pay, suffer, sustain or incur as a direct or indirect result of:

- a) CRE & Co providing the Services or engaging in any activity on behalf of the Client;
- b) any failure by the Client to comply with its obligations under any applicable legislation (including but not limited to its obligations to Temporary Workers, Independent Contractors or Candidates);
- c) a decision by the Client to cease using a Temporary Worker's services (including any consequential termination of the Temporary Workers employment by CRE & Co);
- d) any act or omission of a Temporary Worker or Independent Contractor whilst under the Client's care, direction or control;
- e) breach of these Terms of Business or Credit Application Terms by the Client; or
- f) any act or omission by the Client or its employees or agents.

Privacy

- 4.8 The Client must comply with all of its obligations under privacy legislation in respect of the collection, handling, use and disclosure of personal and sensitive information concerning a Candidate or Temporary Worker.

Other Client Obligations

- 4.9 The Client is requested to refer all direct applicants and internal applicants to CRE & Co.
- 4.10 The Client must notify CRE & Co as soon as the Client, a Client Related Party or a third party to whom the Client has referred the Candidate makes an offer of employment to a Candidate introduced to the Client by CRE & Co and must provide details of that offer.
- 4.11 If the Client defers a hiring decision in respect of a recruitment assignment performed by CRE & Co and a Candidate is hired within 12 months of the date of the initial introduction by CRE & Co or the first interview, whichever is later, the Client must pay to CRE & Co the appropriate placement fee in accordance with these Terms of Business and CRE & Co's Standard Fee Structure.
- 4.12 A mutually agreed fee will be charged to a Client where Candidates on the CRE & Co database are transferred to a Client's database or the database of a Client Related Party or the database of a third party to whom the Client has referred the Candidate. This fee is in addition to any other fee charged under these Terms of Business.

Disputes

- 4.13 If a dispute arises out of, or relates to, these Terms of Business, including any dispute with respect to breach or termination or a claim in tort, in equity or under statute (**Dispute**), a party may not commence any court proceedings relating to the Dispute unless it has

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complied with the provisions below (except where the party seeks urgent interlocutory relief). This clause does not apply in the event of non-payment of fees by the Client.

- 4.14 A party to these Terms of Business claiming that a Dispute has arisen must give written notice to the other party specifying the nature of the Dispute.
- 4.15 On receipt of a notice under clause 0 by the other party, the parties must endeavor to resolve the Dispute as speedily as possible using informal dispute resolution techniques such as mediation, expert evaluation of determination, or similar techniques mutually agreed upon.
- 4.16 If the parties do not agree within fourteen (14) days of receipt of notice (or such further periods as agreed in writing by both parties) about:
- a) the dispute resolution technique and procedures to be adopted;
 - b) the timetable for all steps in those procedures; and
 - c) the selection and compensation of the independent person required for such technique, then the parties agree to mediate the Dispute in accordance with the mediation rules for the applicable State.

Illegality and force majeure

- 4.17 If any provision or term of these Terms of Business or any part thereof becomes or is declared illegal, invalid or unenforceable for any reason whatsoever, such provisions, terms and parts will be deemed to be deleted from these Terms and Conditions provided always that if any such deletion substantially affects or alters the commercial basis of these Terms of Business the parties will negotiate in good faith to amend and modify the relevant provisions, terms and parts of these Terms of Business as may be necessary or desirable in the circumstances.
- 4.18 If CRE & Co is prevented from or delayed in the performance of these Terms of Business by any act or event outside of its reasonable control, CRE & Co will not be liable to the Client for any breach of obligation under these Terms of Business and the time for performance of CRE & Co's obligations, will be extended accordingly.

Relationship with Temporary Workers

- 4.19 Nothing in these Terms of Business is to be construed as creating or implying an employment relationship between the Client and a Temporary Worker.

Entire agreement

- 4.20 These Terms of Business together with the relevant Proposal and (if applicable) and the Credit Application Terms (where applicable) contains the entire agreement between the Client and CRE & Co with respect to its subject matter. It sets out the only conduct relied on

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by CRE & Co and the Client and supersedes all earlier representations, conduct, contracts, expectations or arrangements by CRE & Co or the Client with respect to its subject matter.

Severance

- 4.21 If a provision, or part of a provision, of these Terms of Business or the Credit Application Terms are void or voidable that provision, or part, is severed and the remainder of the Terms of Business and (if applicable) Credit Application Terms have full force and effect.

Variation

- 4.22 CRE & Co may vary or amend these Terms of Business and / or the Credit Application Terms at any time upon giving at least 7 days written notice to the Client. However, any proposed changes to the details set out in the Proposal must be agreed in writing between CRE & Co and the Client.

Assignment

- 4.23 The rights and obligations of the Client under these Terms of Business are personal and cannot be assigned, charged or otherwise dealt with (except as expressly provided under these Terms of Business or as otherwise explicitly agreed by CRE & Co in writing).

Waiver

- 4.24 No failure to exercise or delay in exercising any right, power or remedy under these Terms of Business or Credit Application Terms will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy.

Governing law

- 4.25 These Terms of Business and the Credit Application Terms will be governed by, constructed by and take effect in accordance with the laws of the State or Territory in which the Candidate is to provide its services or is otherwise employed (in the case of Permanent placements) and CRE & Co and the Client submit to the non-exclusive jurisdiction of that State or Territory.

Job Active Eligibility

- 4.26 The Client acknowledges that CRE & Co may provide assignments to registered job seekers, who may be eligible for government funding.

Acceptance of Terms of Business

- 4.27 The Client agrees to be bound by these Terms of Business by accepting details of personnel, viewing personnel resume's or employing or engaging personnel introduced by CRE & Co for a Permanent position offered by the Client, or for a Temporary Assignment placed by CRE & Co with the Client.

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Annexure A: CRE & Co's Standard Fee Structure

1. Temporary Assignments - contracts

CRE & Co's fees will be equivalent to $x/12$ of the appropriate gross annual remuneration ("annual salary") multiplied by the fee percentage below (where "x" is the duration of the contract in months) and will be invoiced in full at the start of the assignment according to the following scale:

- a) Annual salaries of \$0 to \$49,999
Contracts up to three (3) months duration: 30%
Contracts more than three (3) months and up to six (6) months duration: 25%
Contracts more than six (6) months duration: 18%
- b) Annual salaries of \$50,000 to \$99,999
Contracts up to three (3) months duration: 31%
Contracts more than three (3) months and up to six (6) months duration: 26%
Contracts more than six (6) months duration: 20%
- c) Annual salaries of \$100,000 to \$149,999
Contracts up to three (3) months duration: 35%
Contracts more than three (3) months and up to six (6) months duration: 30%
Contracts more than six (6) months duration: 22%
- d) Annual salaries of \$150,000 and above
Contracts up to three (3) months duration: 38%
Contracts more than three (3) months and up to six (6) months duration: 32%
Contracts more than six (6) months duration: 25%

For Clients operating a total cost of employment remuneration system, total remuneration will include cash salary and all other non-cash benefits including car and superannuation. Guaranteed bonuses are also included in the value of total remuneration.

For Clients operating a cash plus benefits remuneration system, CRE & Co values superannuation at the rate provided by the Client, or the prevailing superannuation guarantee legislation rate, whichever is the greater. The provision of a motor vehicle is valued at the value provided by the Client or \$20,000, whichever is the greater. The value of all other non-salary benefits will be considered and agreed between CRE & Co and the Client.

2. Temporary Assignments – hourly/daily rates

CRE & Co will charge rates (and in addition, GST) in respect of each Temporary Worker supplied to the Client. All engagements are subject to a minimum engagement of 4 hours. Cancellation of any engagement is required to be within minimum of 2 hours notice before engagement start time.

The applicable rates (excluding GST) will be set out in the Proposal and will be subject to annual review.

Where rates have been calculated based on rates payable under an industrial instrument and current statutory requirements, CRE & Co reserves the right to:

- (a) Increase/revise rates (after providing at least 7 days written notice) in circumstances where:

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- (i) entitlements under the industrial instrument are changed or increased; or
 - (ii) CRE & Co becomes liable (or is required by the Client) to pay an additional allowance or special rate other than those contemplated at the time of setting the hourly rates; and/or
 - (iii) changes in statutory costs, as amended from time to time.
- (b) require reimbursement from the Client in circumstances where CRE & Co becomes liable for back payment as a result of either:
- (i) changes to the industrial instrument; or
 - (ii) additional unforeseen allowances or special rates being payable.

A Temporary Worker is required to complete a weekly timesheet, which must then be signed by the Client supervisor (or other authorised representative of the Client) and returned to CRE & Co the following week on day indicated on the approved timesheet. The Client supervisor's signature (or the signature of another authorised representative of the Client) on the timesheet is confirmation that the Client accepts the hours as recorded on the timesheet as being correct and that the Client will be liable for payment to CRE & Co of the hourly rates associated with the time recorded on the timesheet.

Upon request, CRE & Co can provide the following services to clients for an additional fee:

- (a) advertising (excluding web-based advertising which is provided free of charge) and targeted recruitment drives;
- (b) personal assessments/psychological profiling;
- (c) medical assessments;
- (d) skills assessments;
- (e) pre-employment services; and
- (f) integration strategies.

3. Permanent placements

The Client must pay a fee equal to the percentage of the actual "package" offered to the successful candidate. The fee will be calculated on a full-time salary for both full time and part time roles.

"Package" includes base salary, superannuation, any guaranteed first year bonuses and all other non-cash benefits, such as car allowances. The provision of a motor vehicle is valued at the value provided by the Client or \$20,000, whichever is the greater.

Fees are payable no later than fourteen (14) days from the date shown on the CRE & Co invoice.

CRE & Co will invoice the fees relating to Permanent Placements as follows:

- a) for Database/Contingency Search, when the successful candidate has signed the letter of offer with the Client; and
- b) for Retained/Advertised Search, in three instalments, each instalment being non-refundable and payable at:
 - i. commencement;
 - ii. on the provision of a shortlist; and
 - iii. on the commencement of the successful candidate with the Client.

If a Retained/Advertised assignment is cancelled by the Client, or the Client for any reason materially alters its requirements submitted to CRE & Co, then, in addition to the fees payable above, the Client will pay a cancellation fee comprising 10% of the Package, plus all the agreed advertising costs and other out-of-pocket expenses incurred by CRE & Co up to the date on which the Client cancels or materially alters the assignment.

CRE & Co Pty Ltd

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4. Subsequent Employment and Extension of Assignment

If the Client engages a Candidate on a permanent, contract or temporary basis within twelve (12) months of any original introduction or interview date, or the end of the original assignment or the end of any extension to the original assignment (whichever is the later), the Client will pay a fee to CRE & Co in accordance with its normal scale of fees applicable at the time of the initial assignment.

For permanent engagements, fees will be reduced by the following amounts:

- 0-3 months worked - No Reduction
- 4-6 months worked - 10% Reduction
- 7-12 months worked - 20% Reduction
- Over 12 months worked - 35% Reduction

No guarantee period is available for any permanent engagement made subject to this clause.

If the Client introduces a Candidate (who was originally introduced to the Client by CRE & Co) to a third party resulting in the employment or engagement of the Candidate within twelve (12) months of the end of the original assignment or the end of any extension to the original assignment, the Client will pay a fee to CRE & Co in accordance with its normal scale of fees applicable at the time of the employment or engagement. No guarantee period or discount is available for any employment or engagement made subject to this clause.

If the Client extends the assignment beyond the term initially agreed, CRE & Co reserves the right to invoice the Client for an additional amount in accordance with its normal scale of fees.

Please sign and date below as confirmation that you agree to the above terms & conditions.

Name

Date

Signature

Company Representing

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