

identify talent

Search & Representation

Terms and Conditions of Business

Set out below are the Standard Terms of Business under which Identify Talent will supply Candidates.

1. Acceptance and Contract

These Standard Terms and Conditions of Business are deemed to be accepted by Client (the Client) from the date of Introduction of a Candidate and at the time that a Client accepts a Candidate Introduction from Identify Talent. The standard terms and conditions will apply to all Introductions unless alternative conditions are agreed in writing. This Agreement is governed by and shall be construed in accordance with Australian Law. Each of the parties hereto submits to the exclusive jurisdiction of the Australian courts for all purposes relating to this Agreement.

Any verbal or written instruction to Identify Talent by any organisation, company, partnership, or individual which results in Identify Talent utilising its resources in any way whatsoever to fulfil that instruction will constitute the existence of a contract between Identify Talent and that organisation, company, partnership or individual and these Standard Terms and Conditions herein will apply.

2. Definitions and Interpretations

- (a) An **Introduction** is defined as the presentation of a Candidate and the Candidate's information to any employee or representative of the Client howsoever communicated and regardless of whether the Candidate may have been previously or subsequently introduced by another person.
- (b) A **Candidate** is an individual introduced to the Client by Identify Talent. This definition includes resulting individual, multiple individuals and team Introductions arising from previous Candidate Introductions. In the event of multiple hires, a fee will apply to each and every individual at the prevailing rate in accordance with the fee schedule below.
- (c) An **Appointment** is defined as an offer of employment extended by the Client to the Candidate and the Candidate accepting the offer of employment. For the purpose of this agreement "**Employment**" includes any capacity in which the Candidates' services are solicited by the Client regardless of employment type or duration including but not limited to the following: permanent, temporary, joint venture, contract, independent contractor, self-employment, work experience, work placement, internship, paid, unpaid, full-time or part-time.
- (d) A **Client** includes all parents, subsidiaries, affiliates, joint-ventures or related companies of the party executing this agreement.
- (e) The Client agrees to notify Identify Talent immediately that an Appointment has been made and to supply copies of all documentation of an offer to any Candidate introduced to the Client by Identify Talent.
- (f) Appointment of a Candidate within a period of 18 months following the initial Introduction or any subsequent re Introduction will represent an Appointment as governed by the standard Terms and Conditions of Business as set out herein and will require payment of a fee.
- (g) Appointment of a Candidate arising from Identify Talent's Introduction of a Candidate by the Client through a third party requires the Client to pay Identify Talent the full fee.

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(h) The Client is deemed responsible and has the liability to ensure and substantiate the suitability as to the Candidate's capability, qualification, integrity, medical history and eligibility and to obtain a work permit for the Candidate if required. Identify Talent makes no representations or warranties concerning the accuracy of information supplied by the Candidate, the Candidate's suitability for a particular position or a Candidate's ability or right to work in Australia, Europe, Asia Pacific and the United States.

(i) Identify Talent can accept no liability whatsoever to or on behalf of Clients, their servants or agents for any loss, damage, costs or expenses howsoever caused for which the Client may become liable arising out of or in connection with or as a result of Introduction to or Appointment by the Client of a Candidate, including, but not limited to those arising from any acts or omissions of a Candidate while in the service of the Client. Identify Talent is a trading name of Algorithmic Trading Strategies Pty Ltd, an Australian company registered in NSW.

3. Fees and Payment

(a) Fees are calculated as a percentage of the Candidate's first year Total Employment Remuneration (TER) which is inclusive of, but not limited to, Base Salary, Daily Rate, Retainer, Bonus Buy-out, Superannuation and any Guaranteed Bonus.

(c) Identify Talent fees are in accordance as below:

i) A minimum charge of \$15,000 will apply to any Appointment where the Total Employment Remuneration is less than \$50,000 per annum.

ii) Contingency Appointment 25% of Candidate's first year Total Employment Remuneration.

iii) Retained Appointment 20% of Candidate's first year Total Employment Remuneration.

iv) All fees quoted exclude tax and any applicable tax will be paid by the Client in addition to the fee.

v) All fees are non-refundable.

(d) The status of a search assignment as a Contingency or Retained Appointment is to be agreed between Identify Talent and the Client before the Introduction occurs.

(e) For Contingent Appointments the fees are only payable upon successful Appointment of the Candidate even if the Appointment does not happen immediately following the Introduction. These terms of business apply for up to 18 months from the time of Introduction.

(f) For Retained Appointments standard terms and conditions apply as stated, whether or not a Candidate is Appointed, with exception of that the fee is payable in three instalments as follows:

i) One third of total fee upon acceptance of assignment.

ii) One third of total fee upon presentation of a short list of Candidates.

iii) The remaining third being due on offer, and acceptance of the Candidate.

iv) The third instalment will be adjusted to account for any discrepancy between the estimated TER at the commencement of the search and the actual TER at the time of Appointment.

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- (g) Appointment of a Candidate arising from the distribution and/or referral of a Candidate introduced by Identify Talent to the Client or a Client representative or employee to a third party requires the Client to pay Identify Talent the full fee.
- (h) The standard Terms and Conditions of Business apply for a period of 18 months following Introduction of the Candidate appointed in any capacity, whether temporary, contract, permanent or self-employed, the Client will be liable for an Introduction fee at Identify Talent's prevailing rates at the date of notification, or discovery by Identify Talent if not notified.
- (i) All invoices are payable within 14 days of the date of the invoice.
- (j) In the event that invoice payment is not made within the 14 days the Client will be required to pay a late fee of \$20 per day for every overdue day until the invoice is paid in full.
- (k) If Identify Talent incurs any legal costs as a result of non-or late payment of invoices, the Client will become liable for such costs.
- (l) Any expenses incurred in connection with an assignment or an Introduction, including and not limited to Candidates' or consultants' essential travel, is agreed at outset or only following prior notification.