

JOYN Limited Terms and Conditions

This agreement sets out the terms and conditions upon which JOYN Limited (JOYN) agrees to procure a suitably experienced Contractor (Consultant) to provide services to the Client from time to time (each appointment to be an "Assignment").

1. Appointment of a Consultant

1.1 JOYN, shall, when requested to do so by the Client, use its best endeavours to procure for the Client, an experienced independent Consultant to provide the Client with specialist services required by the Client from time to time

1.2 At the time of instructing JOYN to procure a Consultant for the Client, the Client shall provide JOYN with full details of the nature and scope of the work to be performed, the qualifications required for the Consultant, the anticipated duration of the Assignment and any other requirements.

1.3 Upon locating a suitable Consultant for the Assignment, JOYN shall provide the following details in writing to the Client:

(a) Full name of the Consultant;

(b) Term of the Assignment;

(c) Hourly Rate (excluding GST), including any agreed capped rates;

(d) Brief description of the nature of the services to be provided by the Consultant to the Client,

1.4 The Assignment shall be carried out in accordance with, and be subject to, these Terms and Conditions

1.5 The Client shall be responsible for ensuring that all necessary instructions are provided to the Consultant to enable the Consultant to complete each Assignment.

2. JOYN's Guarantee

2.1 JOYN guarantees that the Consultant that it assigns to the Client will satisfactorily perform the services ordered by the Client. If such services are not performed satisfactorily by a Consultant during the first two days for their respective Assignment, JOYN will, upon notice from the Client in that period, cancel any charges for those two days of an Assignment and furnish a potential replacement as soon as reasonably possible, depending on the skills required and

the type of Assignment involved. This will be the Client's sole and exclusive remedy with respect to unsatisfactory performance by a Consultant.

3. Time Sheets and Payments

3.1 Upon receipt of weekly timesheets from the Consultant during the term of an Assignment, the Client shall certify the hours worked by the Consultant on the Assignment for that week, authorise the timesheet for the Consultant and retain an electronic copy for its own records. JOYN will be responsible for paying the Consultant's payment upon receiving the certified weekly timesheet from the Consultant.

3.2 JOYN shall submit an itemized GST invoice to the Client at the beginning of each month for all certified weekly timesheets in the preceding month. e.g. JOYN will issue an invoice in August for all weekly timesheets completed by a Consultant in July. Fees at the rate agreed for the Assignment shall be payable by the Client on the tenth (10th) day of the month recorded on Joyn's invoice (unless otherwise stated), eg an invoice dated 1 August is payable on 10 August.

3.3 If the Client delays certifying any hours worked by the Consultant then the Client acknowledges that JOYN will send reminders to the Client and can, if the Client continues to delay approving, disputing or rejecting the hours, auto-approve the hours claimed by the Consultant by 12midday on the 4th day of the month following the last day of the month that the hours were worked by the Consultant.

4. JOYN's responsibilities

4.1 JOYN will:

(a) maintain Consultants' personnel and payroll records related to their engagement by JOYN;

(b) comply with laws, rules, regulations applicable to providers of staffing services including compliance with JOYN's current privacy policy and applicable local data protection and privacy requirements currently detailed in the Privacy Act 1993;

(c) require Consultants to agree in writing to protect the confidentiality of any information concerning the business or affairs of the Client or any client of the Client acquired in the course of or incidentally to the performance of an Assignment including but not limited to, formulae, processes, systems, records, methods, products, financial information, client and potential client lists, computer software, company structure, manuals or operations;

(d) maintain all relevant insurance required to be held by a provider of staffing services (including but not limited to professional indemnity insurance and public liability insurance)

and ensure that any Consultants assigned to the Client are covered by this insurance at all times during an Assignment.

(e) require Consultants to execute agreements that the Client requests with regard to intellectual property developed by them in performance of their work for the Client;

(f) require Consultants to acknowledge in writing that they have no right to participate in the Client's employee benefit plans;(g) require Consultants to comply with all reasonable rules and policies of the Client (e.g., those relating to premises access and security); and

5. Client's Responsibilities

5.1 The Client will:

- (a) Use Consultants only in Assignments that match the job descriptions for which JOYN assigns them;
- (b) Provide adequate internal controls, supervision, and instructions for the Consultant, and at the Client's sole risk be responsible for their conduct when they are required to handle cash, confidential or credit card information, trade secrets, valuables, or similar property or when they use a Client's vehicle in connection with an Assignment;
- (c) Protect the confidentiality of any information concerning the business or affairs of JOYN and all information about any candidates put forward to the Client by JOYN in course of or incidentally to the appointment process or the Assignment.

5.2 The Client acknowledges it will make available to JOYN and to the Consultant a list of identified hazards that pertain to the Client's workplace and take all reasonable steps to eliminate hazards and control risks to health and safety.

6. Warranties & Liabilities

6.1 All warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise, relating in any way to the services to be provided by JOYN under these Terms and Conditions are expressly excluded to the maximum extent permitted by law.

6.2 The Client agrees that the services are supplied to the Client for business purposes and that the Consumer Guarantees Act 1993 does not apply in respect of the supply of such services.

6.3 Subject to clauses 6.1 and 6.2 neither party shall be liable to the other party for any loss or damage whatsoever, including special, indirect or consequential damages or for any loss of business or profit however caused, including negligence on the part of JOYN or its servants or the Consultant (except so far as the Client suffers direct loss which is solely attributable to the negligence of JOYN or of any of its employees, acting within the scope of their employment) which may be suffered or incurred or which may arise directly or indirectly in respect of the services provided under these Terms and Conditions, even if JOYN had been advised of the possibility of such damages or loss.

6.4 The Client will indemnify JOYN from and against any liability, loss, damage, cost and expense it might suffer as a result of the Client breaching its obligations under these Terms and Conditions.

6.5 If JOYN is found liable in negligence to the Client for an Assignment, JOYN's total liability for damages shall be limited to the placement of a new Consultant to perform the Assignment.

7. Termination of an Assignment

7.1 Notwithstanding the term of an Assignment, the Client may at any time terminate an Assignment by giving JOYN Limited one (1) or more Business Days' notice. The Assignment shall be terminated at the expiration of such notice whereupon JOYN Limited shall require the Consultant to immediately hand over to the Client all the Client's materials and property in the Consultant's possession or under his/her control.

8. Status of Consultant

8.1 The Client and JOYN acknowledge that every Consultant is an independent Contractor and is not an employee of JOYN.

8.2 The Client acknowledges that a Consultant does not have any authority to make representations, statements, warranties or enter into any agreement on behalf of JOYN.

9. Offers of Employment or Contract

9.1 For a period of twelve (12) months from the date of termination of an Assignment, whether by expiration or otherwise, the Client agrees that neither the Client, nor any subsidiaries, associated companies, firm or any affiliated organisation of the Client, will directly solicit, recruit for employment or offer contracting opportunities to or employ that Consultant who has been provided to the Client for that Assignment without prior notification to JOYN and the prior written consent of JOYN.

9.2 If the Consultant provided by JOYN is offered by and accepts a permanent position with the Client or the Client contracts directly or indirectly with the Consultant, either during or at the conclusion of their Assignment or during the 12 (twelve) month period following conclusion of an Assignment, a placement fee is payable by the Client on the basis of the recruitment terms set out in clause 9.3 below.

9.3 If the Client directly or indirectly employs the JOYN Consultant pursuant to clause 9.2, the Client is required to buy the Consultant out of their JOYN contract and agrees to pay JOYN a recruitment fee calculated as 15% of the base salary or contract fee offered to the Consultant by the Client calculated on an annualised basis. If a Consultant provided by JOYN is engaged by a Client for a term of less than 6 months then JOYN's fee will be calculated on a minimum 6 month pro rata basis. For example, if the Consultant is paid an annualised fee of \$100,000 for a 4 month assignment, then the fee payable by the Client to JOYN would be 15% of \$50,000. All fees are 'plus GST'.

Payment Terms are 10 days from date of invoice. Please indicate here if you would like to discuss alternative payment terms:

- 20th of month following invoice date
- End of month following invoice date

Yes, I have read and understood the agreement.

Signed:

Printed Name:

Date:

PLEASE FILL OUT THE FOLLOWING DETAILS

Company Full Registered Name

Physical Address

Accounts Contact Name

Accounts Email

Accounts Phone Number

Purchase Order Number (if applicable)

Timesheet Authoriser Name

Timesheet Authoriser Email(required)

Company Name: JOYN Limited

GST No: 122-045-242

Director: Jonathan Rice

Phone: 0800 465 696

Email: jonathan@joyn.co.nz

Account Name: JOYN Limited

Bank Account: 02-0214-0207787-000

Physical Address: Level 4, 5 High Street, Auckland

Postal Address: PO Box 484, Shortland Street, Auckland 1010