

Joyn Limited Terms and Conditions

This agreement sets out the terms and conditions upon which Joyn Limited 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 Limited, acting as agent, shall, when requested to do so by the Client, use its best endeavors to procure for the Client, an experienced independent Consultant to provide the Client with specialist services required by the Client from time to time (“Consultant” as a term of reference, shall include the Consultant’s nominated employee, approved in writing by Joyn Limited).
- 1.2 At the time of instructing Joyn Limited to procure for the Client a Consultant, the Client shall provide Joyn Limited 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 Limited shall provide the following details to the Client:
 - (a) Full name of the Consultant;
 - (b) Term of the Assignment;
 - (c) Hourly Rate (excluding GST);
 - (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 Contractor to complete each Assignment.

2. Joyn Limited’s Guarantee

- 2.1 Joyn Limited guarantees that the Consultant’s 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 Limited 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, return the original timesheet to the Consultant and retain a copy for its own records. Joyn Limited will

be responsible for paying the Consultant's wages upon receiving the certified weekly timesheet from the Consultant.

3.2 Joyn Limited shall submit an itemized GST invoice to the Client at the beginning of each month for all certified weekly timesheets in the preceding month. eg Joyn Limited 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 Limited's invoice (unless otherwise stated), eg an invoice dated 1 August is payable on 10 August.

3.3 Joyn Limited reserves the right to charge interest on accounts paid outside the standard terms. Interest will be charged at 9.5% above the Reserve Bank's 90 day bank bill rate.

4 Joyn Limited's responsibilities

4.1 Joyn Limited will:

- (a) maintain Consultants' personnel and payroll records related to their engagement by Joyn Limited;
- (b) comply with laws, rules, regulations applicable to providers of staffing services including compliance with Joyn Limited'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) 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;
- (e) require Consultants to acknowledge in writing that they have no right to participate in the Client's employee benefit plans;
- (f) require Consultants to comply with all rules and policies of the Client (e.g., those relating to premises access and security); and
- (g) make legally required employment law disclosures to Consultants.

5. Client's Responsibilities

5.1 The Client will:

- (a) Use Consultants only in Assignments that match the job descriptions for which Joyn Limited 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) Be responsible for the acts, errors and omissions of a Consultant:
 - i. Performing professional, scientific, engineering, technical or similar services;
 - ii. Working at unattended premises;
 - iii. Working in situations lacking in appropriate internal controls and safeguards.
- (d) Protect the confidentiality of any information concerning the business or affairs of JOYN Limited and all information about any candidates put forward to the Client by JOYN Limited in course of or incidentally to the appointment process or the Assignment."

5.2 The Client acknowledges it will make available to Joyn Limited 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 Limited 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 clause 6.1 and 6.2 in no event will Joyn Limited be liable either in contract or in tort to the Client or to any other person 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 Limited or its servants or the Consultant (except so far as the Client suffers direct loss which is solely attributable to the negligence of Joyn Limited 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 or the failure or omission on the part of Joyn Limited to comply with its obligations under these Terms and Conditions, even if Joyn Limited had been advised of the possibility of such damages or loss.
- 6.4 The Client will indemnify Joyn Limited 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 Limited is found liable in negligence to the Client for an Assignment, Joyn Limited'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) Business Day's 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 parties acknowledge that every Consultant is an independent Contractor and is not an employee of Joyn Limited.
- 8.2 A Consultant does not have any authority to make representations, statements, warranties or enter into any agreement on behalf of Joyn Limited.

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 Limited and the prior written consent of Joyn Limited.
- 9.2 If the Consultant provided by Joyn Limited 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 The Client agrees to pay Joyn Limited a recruitment fee calculated as 15% of the base salary or contract fee offered to the Consultant provided by Joyn Limited by the Client calculated on an annualised basis. If a Consultant provided by Joyn Limited is engaged by a Client for a term of less than 6 months then Joyn Limited'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 Limited would be 15% of \$50,000. All fees are 'plus GST'.