

1. Definition of Terms

1.1 In these Terms of Business (unless the context requires otherwise):

Client means any person, organisation, agency or entity to whom a Consultant is introduced by ISI

Engagement means the provision of consulting services by a Consultant.

Introduction means passing the details including the resume or other information that can identify a Consultant which leads to an engagement.

ISI means ISI PTY LTD: ABN 96 003 152 225 OR ISI Managed Services PTY LTD: ABN 66 079 758 802

2. Engagement of Consultant

2.1 ISI Obligations

- a. ISI will provide a Consultant
- b. ISI will provide a replacement in the event that a Consultant is unable to complete the services during the term of the engagement.
- c. ISI will pay the Consultant.

2.2 Client Obligations

- a. The Client must comply with all legal requirements, statutory or otherwise, in relation to the provision of the services by ISI and any nominated Consultant, including but not limited to, all applicable Work Health & Safety and Anti-Discrimination legislation.
- b. The Client must notify ISI of any changes to the Consultants responsibilities or working environment.
- c. The Client must allow the provision of Personal Protective Equipment (PPE) if required.

2.3 Fees & Payment

- a. The Client will be liable to pay any fees and/or other related expenses if applicable (plus GST) to ISI from the Consultants commencement date to the completion date with the Client or Third Party.
- b. ISI will issue an invoice to the Client for the fee from the commencement date.
- c. The Client is required to pay the invoice within thirty (30) days of receipt; all overdue amounts will be charged interest at the rate of 12% per annum calculated on a daily basis from the due date for payment until such time as all outstanding monies are paid.
- d. Unless otherwise agreed to by ISI, the Client shall pay the fee (plus GST) and all other payments to be made by the Client to ISI by bank transfer to the bank account nominated by ISI in writing.

2.4 Consultant to Permanent Fee

- a. Permanent employment of a Consultant during the term of an engagement or within six (6) months of completion of an engagement renders the Client liable for payment of a fee of \$50,000 (plus GST) or a lesser amount at the sole discretion of ISI.

3. Introduction Fee

- a. Details of any Consultant must not be distributed to a third party within six (6) months of the assignment ending.
- b. The Client will pay an introduction fee calculated with reference to 2.4 (a) in the event of employment by the Client or third party of a Consultant introduced by ISI.

4. Liability & Indemnity

- a. Subject to any statutory provision to the contrary, ISI's legal liability to the Client, that arise from any negligent act or negligent omission of ISI in providing the Services, provided that such injury or death was not caused or contributed to by any act or omission of the client that shall be limited to claims with respect to:
 - i. bodily injury (including death) to any person; and/or
 - ii. damage to physical property up to a total maximum amount of \$1,000,000;
- b. ISI shall not be liable to or obliged to indemnify the Client whatsoever for any other loss or damage or claim suffered by or brought against the Client as a result of any act or omission of ISI, or any person on behalf of ISI, including any Nominated Representative, in providing the Services including but not limited to associated indirect or consequential loss, loss of profits, lost savings, loss of or damage to goodwill, loss of or damage to data or records (in whatever form) or third party claims made against the Client.
- c. To the extent permitted under the Competition and Consumer Act or any other legislation which cannot be excluded or limited, all other terms, conditions and warranties in relation to the provision of the Services by ISI are excluded to the fullest extent permitted by law.

5. Security

- a. Upon request, and at the Client's cost, ISI can complete a range of pre-employment screening including National Criminal History Record checks and security clearances. Pricing will be provided on request.

6. Termination of Terms of Business

- a. Either Party may at any time terminate an agreement if the other Party:
 - i. Commits any breach of their obligations and such breach is not remedied within fourteen (14) days of receipt of written notice from the other Party requesting such breach to be remedied; or
 - ii. Fails to comply with their legal obligations, whether statutory or otherwise with respect to the performance or provision of the Services, including but not limited to, obligations under all applicable Work Health and Safety legislation and Anti-Discrimination legislation.

7. Confidentiality

- a. The Client will keep all information regarding any Consultant confidential and will not use it for any other purpose other than which it was sent, in accordance with Privacy legislation.

8. Changes to standard terms and conditions

- a. ISI may add to, delete or otherwise change these Terms and Conditions without notice.