



Products & Services

weploy

Staffing on-demand

| | Administration / General Customer Service | | Contact Centre (Inbound / Outbound) | |
|------------------------------------|--|----------------|--|----------------|
| | VIC | NSW | VIC | NSW |
| Hourly pay rate* | \$32.66 | \$32.66 | \$35.68 | \$35.68 |
| Superannuation | \$3.92 | \$3.92 | \$4.28 | \$4.28 |
| Payroll Tax | \$2.14 | \$1.99 | \$2.34 | \$2.18 |
| WorkCover | \$0.95 | \$0.28 | \$1.04 | \$0.30 |
| Weploy service fee | \$10.84 | \$10.69 | \$11.50 | \$11.34 |
| Total hourly rate (exc GST) | \$50.51 | \$49.54 | \$54.84 | \$53.78 |

| | Administration / General Customer Service | | Contact Centre (Inbound / Outbound) | |
|------------------------------------|--|----------------|--|----------------|
| | QLD | SA | QLD | SA |
| Hourly pay rate* | \$32.66 | \$32.66 | \$35.68 | \$35.68 |
| Superannuation | \$3.92 | \$3.92 | \$4.28 | \$4.28 |
| Payroll Tax | \$1.90 | \$1.81 | \$2.08 | \$1.98 |
| WorkCover | \$1.43 | \$0.29 | \$1.56 | \$0.31 |
| Weploy service fee | \$10.88 | \$10.66 | \$11.55 | \$11.31 |
| Total hourly rate (exc GST) | \$50.79 | \$49.34 | \$55.15 | \$53.56 |

| | Administration / General Customer Service | | Contact Centre (Inbound / Outbound) | |
|------------------------------------|--|----------------|--|----------------|
| | WA | ACT | WA | ACT |
| Hourly pay rate* | \$32.66 | \$32.66 | \$35.68 | \$35.68 |
| Superannuation | \$3.92 | \$3.92 | \$4.28 | \$4.28 |
| Payroll Tax | \$2.01 | \$2.51 | \$2.20 | \$2.74 |
| WorkCover | \$0.96 | \$9.15 | \$1.05 | \$9.99 |
| Weploy service fee | \$10.82 | \$12.38 | \$11.48 | \$13.18 |
| Total hourly rate (exc GST) | \$50.37 | \$60.62 | \$54.69 | \$65.87 |

| | Administration / General Customer Service | | Contact Centre (Inbound / Outbound) | |
|-------------------------------------|--|----------------|--|----------------|
| | NT | TAS | NT | TAS |
| Hourly pay rate* | \$32.66 | \$32.66 | \$35.68 | \$35.68 |
| Superannuation | \$3.92 | \$3.92 | \$4.28 | \$4.28 |
| Payroll Tax | \$2.01 | \$2.23 | \$2.20 | \$2.44 |
| WorkCover | \$9.15 | \$7.60 | \$9.99 | \$8.30 |
| Weploy service fee | \$12.29 | \$12.05 | \$13.09 | \$12.83 |
| Total hourly rate (excl GST) | \$60.03 | \$58.46 | \$65.24 | \$63.53 |

*Rates listed are for standard working hours during Monday to Friday. It does not apply to public holidays, weekends & overtime. May vary based on a job description. Due to rounding calculations a \$0.01/hr variance may occur

Buyout

Temporary to Permanent Conversion

Example schedule of Weployee engagement hours and buyout fee

| Weployee engagement hours | 600 | 500 | 400 | 300 | 200 | 100 | 0 |
|-----------------------------|---------|---------|---------|---------|---------|----------|----------|
| Total buyout fee (exc GST)* | \$5,445 | \$6,529 | \$7,613 | \$8,697 | \$9,781 | \$10,865 | \$11,949 |

*(600hrs-Weployee engaged hrs)xHourly Margin+Buyout fee \$5,445

Permanent Placement

| Number of Positions | Weploy Fee (Base + Super) | Guarantee Period |
|---------------------|---------------------------|------------------|
| 1-3 Roles | 12% | 3 months |
| 4-10 Roles | 10% | 3 months |
| 10+ Roles | 8% | 3 months |

Payroll On Demand

Weploy Service Fee (per hour)

\$4.50 (flat rate)

Client Terms of Business

These Terms are between the Client (**you**) and WEPLOY PTY. LTD. (ACN 614 124 373) (**Weploy**) and apply in relation to the provision of Services by Weploy to you via the Weploy App or other means.

These Terms form a binding legal agreement between you and Weploy. Without limiting the way in which you may be bound by these Terms, by signing a document agreeing to be bound by these Terms, by clicking a button on a computer screen, smartphone or tablet indicating your acceptance of these Terms, or by proceeding to use the Weploy App (including by placing a request for the provision of Services by Weploy via the Weploy App), you will be deemed to have accepted and will be bound by these Terms.

1. WHEN THESE TERMS APPLY

1.1 These Terms will apply when you make use of any of the Services, including via the Weploy App.

2. FEES YOU MUST PAY

2.1 In consideration of Weploy providing the Services, you agree to pay the applicable Fees to Weploy. The specific Fees you will pay will depend on which Services you use, which may be specified by Weploy in a Rates Card or on the Staffing Request Form. Fees will be calculated based on timesheets submitted by the Temporary Employees. Timesheets must be reviewed and approved or rejected by Tuesday 12pm. Please note if not done, the timesheet will be automatically approved.

2.2 If no such payment terms are specified then the Fees will be payable within 7 days of the date of any invoice of Weploy
2.3 Permanent placement fees will be invoiced at time of the Candidate's 1st day of work. Payment terms are strictly 30 days from the 1st day of work for the candidate. The replacement guarantee is only valid if all invoices are paid in full within 30 days of start date.

3. INDEMNITIES

3.1 You indemnify Weploy against any claim, liability, cost, loss or damage suffered or incurred by Weploy as a result of any failure by you to meet your obligations under these Terms.

4. INSURANCE

4.1 Weploy will maintain the following insurance policies in relation to Weploy and the Services:

- (a) Workers' Compensation as required by law;
- (b) Public Liability for at least \$20 million for any one occurrence;
- (c) Professional Indemnity for at least \$10 million for any one claim including a dishonest or fraudulent act or omission committed for any insured; and
- (d) Product Liability for at least \$20 million for any one occurrence.

5. LIMITATION OF LIABILITY AND IMPLIED TERMS

5.1 You acknowledge that Weploy has not made and will not make any express or implied warranties in relation to the provision of the Services or any other services provided by Weploy under these Terms other than those warranties expressly contained in these Terms.

5.2 You agree that the maximum liability of Weploy under these Terms for any and all breaches of these Terms and for any negligence in relation to these Terms, will not exceed the amount of Fees paid for the relevant Service to which the breach or negligence relates.

6. SERVICES

6.1 You may request the provision of Temporary or Permanent Employees by submitting the online Staffing Request Form with the Weploy App and agreeing to pay the applicable Fees (Job), and Weploy will allocate this Job to the first available Temporary Employee.

7. REPLACEMENT GUARANTEE FOR PERMANENT PLACEMENTS

7.1 Weploy will endeavour to find a replacement Candidate at no additional recruitment fee should a Candidate leave their employment within 3 months of commencement where:

- the Client causes the successful candidate to leave their employment due to the Candidate's lack of performance (measured against the original agreed job description); or
- the Candidate chooses to leave their employment for any reason except where the work they are required to perform is not substantially the same as the original agreed job description, or through any illegal or unreasonable behaviour of the Client.

This is subject to Weploy having the replacement assignment as an exclusive assignment for not less than 8 weeks. There is no replacement guarantee for a replacement guarantee.

Should Weploy be unsuccessful in replacing the Candidate after 8 weeks, the replacement fee will be available to the Client as a credit, so long as the Client has not been unreasonable in filling the role. Such a credit may be applied toward future placement(s) of both permanent or temporary roles.

8. SPECIFIC PROVISIONS RELATING TO WEPLOY TEMPORARY EMPLOYEES

8.1 Weploy is responsible to pay the Temporary Employees' remuneration, superannuation guarantee charges, payroll tax and other taxation required by the ATO and workers' compensation payments.

8.2 Temporary Employees will be employed by Weploy at all times but you are responsible for ensuring that all necessary supervision and instructions are provided to the Temporary Employees. You acknowledge that that you have direct supervision and management of the Temporary Employees and the outcome of a Temporary Employees' performance

8.3 You acknowledge that Weploy invests significant time and expense in recruiting Temporary Employees, onboarding Temporary Employees and providing training to them. You further acknowledge that Weploy supplies the services of Temporary Employees to you in good faith, on the understanding that you will not separately seek to recruit those Temporary Employees. You agree that if you approach, solicit, induce, persuade or accept an approach from a Temporary Employee of Weploy, to cease their engagement with Weploy, for the purposes of the Temporary Employee becoming an employee, contractor, consultant of or provider of services to you or your Associate (Buyout), at any time during the period commencing from the last day of their last Job with you or an Associate, and ending 6 months after that date (Buyout Period), that you will pay Weploy a recruitment fee calculated as follows (Buyout Fee):

$$BF = \$5,445 + ((600 - EH) \times \text{Hourly Margin})$$

Where:

BF = the Buyout Fee for the Temporary Employee

EH = the number of hours which the Temporary Employee has been paid by Weploy as Weploy's employee (as calculated by Weploy), to a maximum of 600 hours (Engagement Hours).

Without limiting the above formula, the following is an example of the amount of the Buyout Fee payable depending on the Engagement Hours worked by the Temporary Employee

8.4 If you would like to request any changes to the placement of a temporary employee including extension or termination,, you must provide the following notice:

| Job Term (including any extensions under this clause) | Notice required to be given |
|---|-----------------------------|
| 1-3 months | 1 week |
| 3-6 months | 2 weeks |
| More than 6 months | 3 weeks |

8.5 Weploy will endeavour to find a replacement Candidate at no additional recruitment fee should a Candidate leave their temporary employment within 1 day of commencement where:

- the Client causes the successful candidate to leave their employment due to the Candidate's lack of performance (measured against the original agreed job description); or
- the Candidate chooses to leave their employment for any reason except where the work they are required to perform is not substantially the same as the original agreed job description, or through any illegal or unreasonable behaviour of the Client.

This is subject to Weploy having the replacement assignment as an exclusive assignment for not less than 8 weeks. There is no replacement guarantee for a replacement guarantee.

Should Weploy be unsuccessful in replacing the Candidate after 8 weeks, the replacement fee will be available to the Client as a credit, so long as the Client has not been unreasonable in filling the role. Such a credit may be applied toward future placement(s) of both permanent or temporary roles.