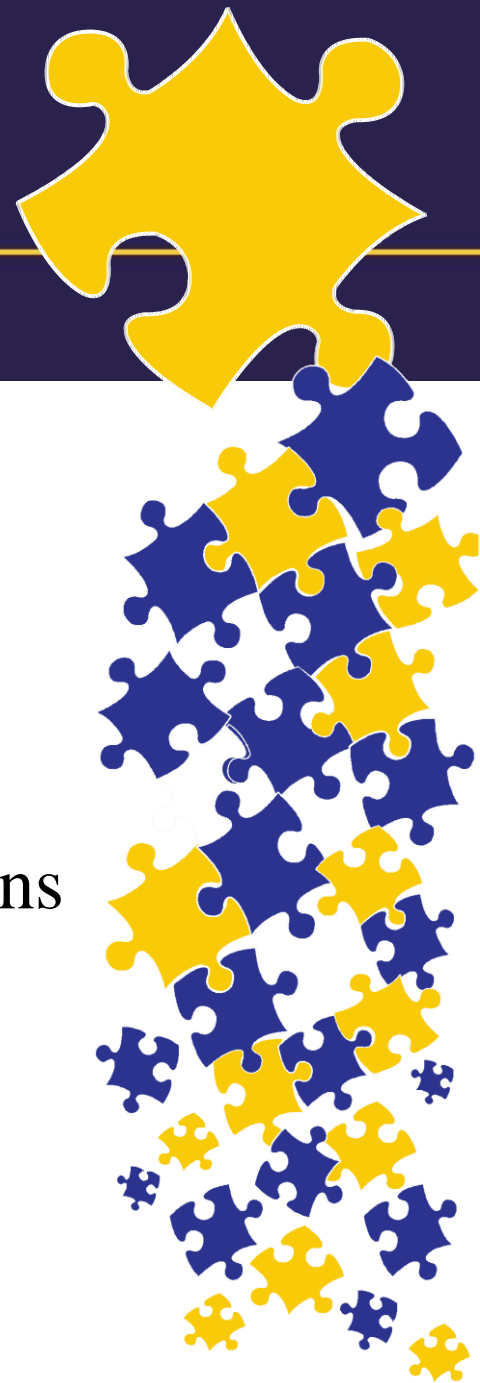




ADVANCED
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RECRUITMENT SOLUTIONS

Advanced Personnel Services Ltd's Referral Program Terms and Conditions





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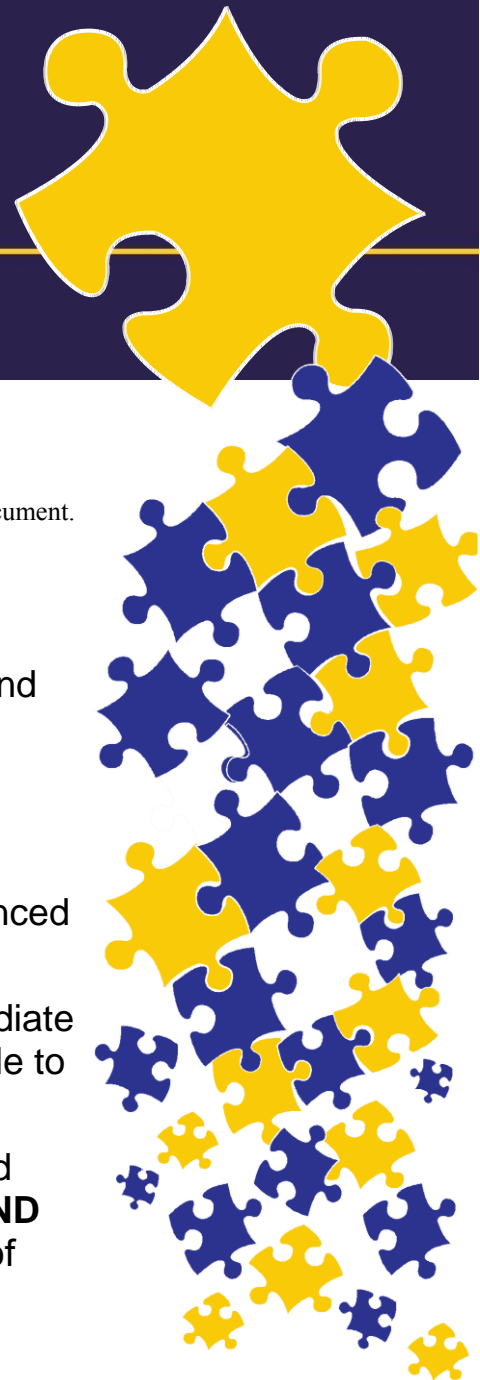
The terms and conditions of Advanced Personnel Services Ltd's referral program are set forthwith in this document.

Referral Program Terms and Conditions

It is important that you review and understand these official terms and conditions before participating in the program.

Referral Program Eligibility Criteria

- The program is open to all fully registered applicants with Advanced Personnel Services Ltd.
- Internal staff employees, directors, consultants as well as immediate family of Advanced Personnel Services Ltd staff are not eligible to enter.
- By submitting a referral, you agree to abide by the Advanced Personnel Services Ltd **REFERRAL PROGRAM TERMS AND CONDITIONS** (the "Referral Program") and the decisions of Advanced Personnel Services Ltd.





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- Advanced Personnel Services Ltd reserves the right to prohibit you from participating in its Referral Program or any future program if you repeatedly show a disregard for Advanced Personnel Services Ltd program rules, or act with an intent to annoy, abuse, threaten, or harass any other participant, employee or representative of Advanced Personnel Services Ltd.

Referred Opportunity Eligibility Criteria

A qualifying referral will be determined at the sole discretion of Advanced Personnel Services Ltd in accordance with the following criteria:

- The referral is submitted online via: www.apsreferrals.co.nz
- The prospective candidate does not already have a business relationship with Advanced Personnel Services Ltd.
- An identical or substantially similar referral from an alternate source for the same opportunity has not already been received by Advanced Personnel Services Ltd.
- The prospective candidate requires a minimum of (200) hours of work within a 14 week period from the date of the first hour of work with





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- Advanced Personnel Services Ltd to qualify them as being referred by the referee.
- The referral information is accurate and not subject to any conflicts of interest, breach of confidentiality, non-solicitation or non-compete obligations which may attach to Advanced Personnel Services Ltd.
- The referral information is reliable and you will assist Advanced Personnel Services Ltd in closing the business to the best of your ability.
 - This agreement is valid for submission of the referral for this prospective candidate only from acceptance and website submission.
- No responsibility will be taken by Advanced Personnel Services Ltd for **REFERRAL SUBMISSIONS** that are illegible, lost, misdirected, improperly recorded or not received for any other reason.
- A referral may be disqualified, at Advanced Personnel Services Ltd sole discretion, if you have breached any of the terms and conditions of the Referral Program.





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Terms and Conditions

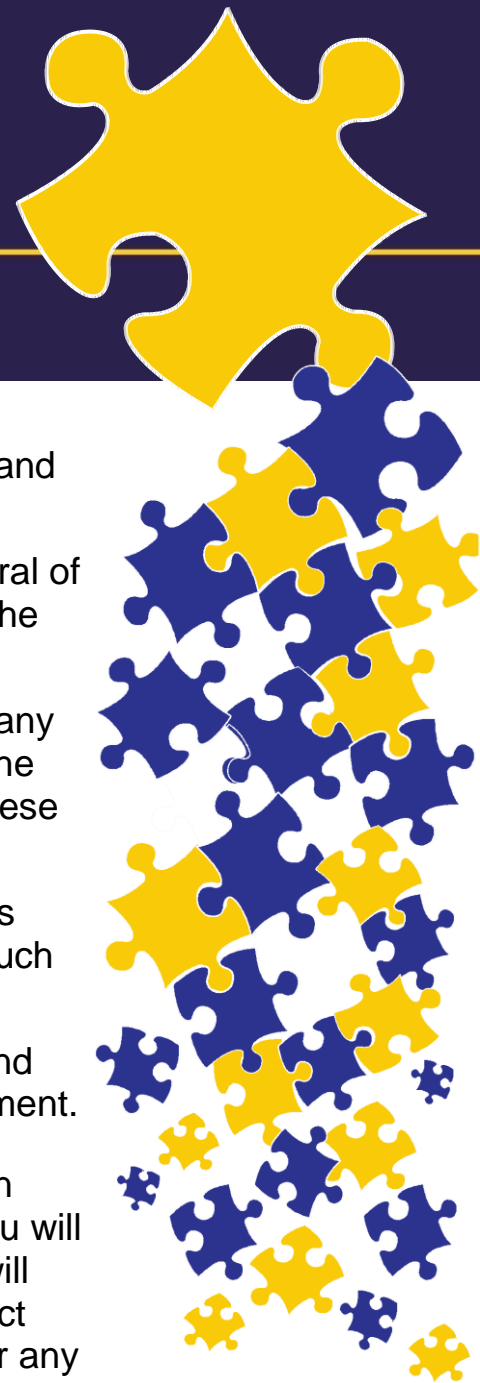
- The email address you included in the “**REFERRAL SUBMISSION**” will be the email address used for any further communications regarding this referral.
 - Any previous discussions or communications with Advanced Personnel Services Ltd are superseded by the submission of the REFERRAL SUBMISSION and Advanced Personnel Services Ltd cannot guarantee continuity regarding the ongoing contacts.
 - Each party understands that this is a non-exclusive program and agreement.
 - This Agreement does not make or create joint venture, employee, franchisee, partnership, agency, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.
- The terms and conditions of the Referral program may be modified by Advanced Personnel Services Ltd, at its sole discretion, at any time by modifying this page.



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- Participants should refer here to understand the current terms and conditions.
- Advanced Personnel Services Ltd may accept or reject the referral of any prospective candidate in its sole discretion by notifying the referee.
- Referee shall not make, and will be responsible and liable for, any marketing or warranty regarding the services that exceeds the warranties granted by Advanced Personnel Services Ltd in these terms and conditions.
- Referee shall indemnify Advanced Personnel Services Ltd its directors and employees from and against any violations of such provisions.
- Advanced Personnel Services Ltd agrees to keep accurate and complete records relating to the transactions under this Agreement.
- Advanced Personnel Services Ltd will require tax registration information on the candidate file prior to issuing payment as you will become an employee to receive the payment. In no event will Advanced Personnel Services Ltd be liable for direct, indirect special, incidental or consequential damages whatsoever or for any





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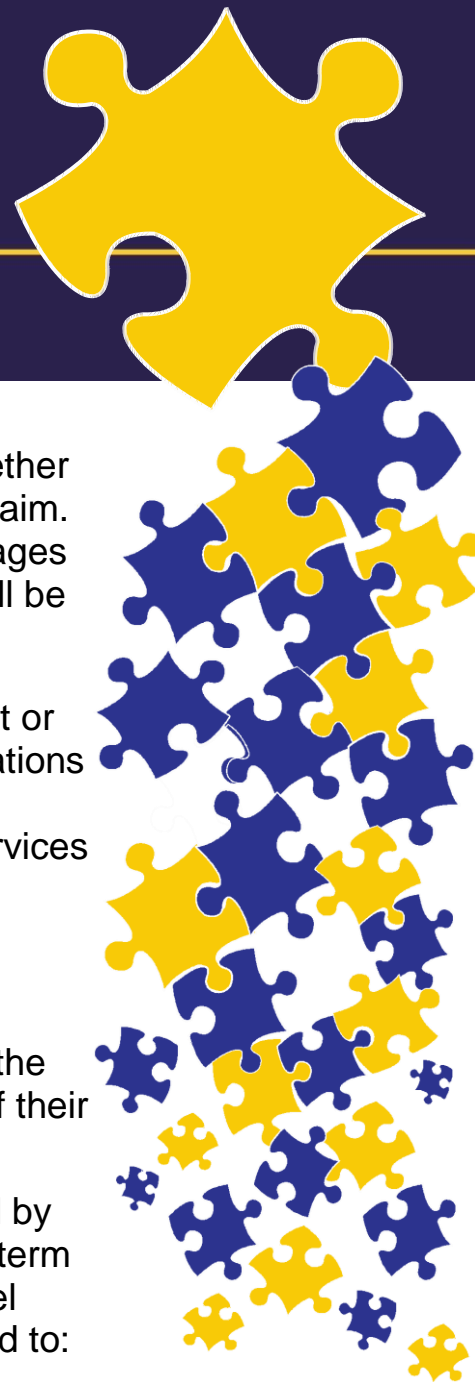
RECRUITMENT SOLUTIONS

loss of revenue, profits, business information and the like, whether foreseeable or unforeseeable, regardless of the basis of the claim. Advanced Personnel Services Ltd cumulative liability for damages for any cause whatsoever, regardless of the form of action, will be limited any applicable referral fee payments.

- Advanced Personnel Services Ltd shall not be liable for any act or omission which results in a breach of confidentiality, representations and warranties, or infringement claims with respect to any information you may have provided to Advanced Personnel Services Ltd as a result of participation in our Referral Program.

Payments

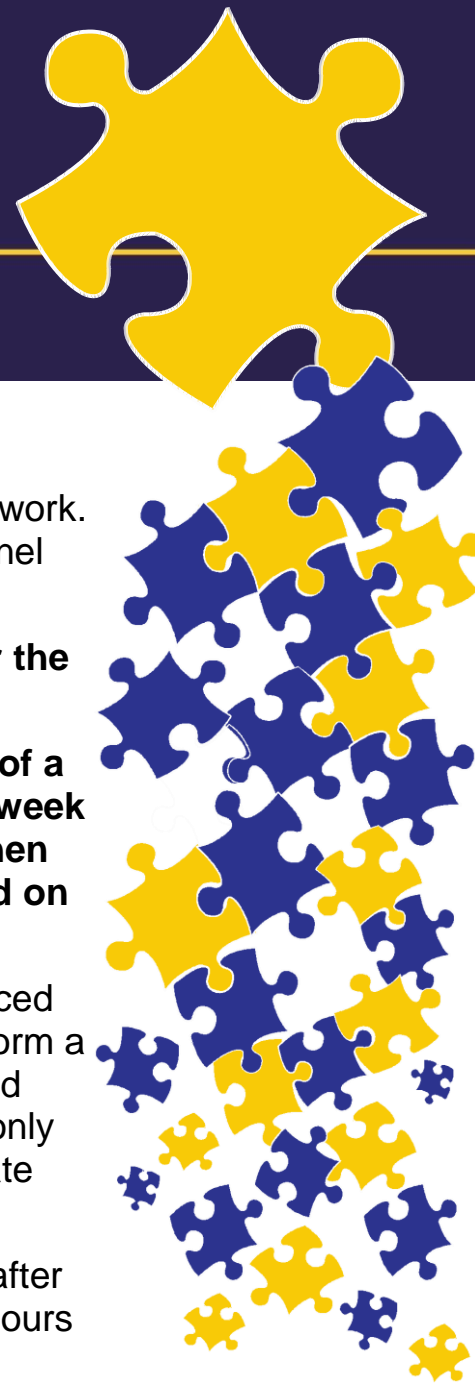
- Referee rewards shall be due only after 200 hours of work by the referred candidate and within a 14 week period from the date of their first hour of work.
- If, for any reason, the services or work are cancelled or unpaid by Advanced Personnel Services Ltd before the end of the initial term then no payment is required. This is at Advanced Personnel Services Ltd sole discretion and can be due to but is not limited to:





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- (a) No continuing work being available
- (b) The 14 week period expiring before reaching 200 hours of work.
- (c) The referral being relieved of work by Advanced Personnel Services Ltd.
- If your referral qualifies, **you will receive \$100 before tax after the qualifying period.**
- **Calculation example: If your referral lead to the placement of a qualifying candidate, and they complete 200 hours in a 14 week period from the date of their first hour of work you will then receive payment for \$100 before tax within a 30 day period on that completion.**
- Any engagements subsequent to the initial referral with Advanced Personnel Services Ltd once over the 14 week period will not form a part of your original referral payment nor constitute a second qualifying referral payment. For greater clarification, there is only one referral payment for each referred candidate. A candidate cannot be referred twice for any assignment by anyone.
- If your referral qualifies, you will be paid within thirty (30) days after Advanced Personnel Services Ltd has received clarification of hours completed.



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- Advanced Personnel Services Ltd shall not be responsible for any lost, misplaced or undelivered payment and shall not have any obligation with respect to the updating of your information.
- All payments will be calculated and made in the currency of the resulting engagement. All details required for making payment to you, if your referral qualifies, will be derived from the information you have provided to Advanced Personnel Services Ltd in your “Referral Submission”, and held on our database which you represent and warrant to be complete and accurate with absolutely no competing payment obligations whatsoever regarding your employer.
- Advanced Personnel Services Ltd maximum liability to you under this program is limited to the above described referral fee which may be payable to you in accordance with the rules of this Referral Program.
- All, provincial and local laws apply. A qualifying participant is solely responsible for all applicable federal, state, and local taxes.
- The Referral Program may be terminated by Advanced Personnel Services Ltd at any time without prior notice.
- The Referral Program is governed by these official terms and conditions. If you do not wish to be bound by the terms and conditions set out above, then do not submit or fill out the





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submission form. However, if you are in agreement with these official rules and wish to proceed, please read and attest to the following statement and tick the box on the webpage to submit your referral.

- You are reminded that Advanced Personnel Services Ltd reserves the right, in its sole discretion, to revise any of the terms herein at any time. Any changes will be posted here. Your continued participation in this referral program after the posting of any such changes constitutes your binding acceptance of the changes.
- If you would like to go to our registration page and register to submit an applicant please do so at www.advancedpersonnel.co.nz and follow our registration process. If you are already an applicant please go to www.apsreferrals.co.nz

