



Shane Ryan
Trinity Metals
P.O Box: 749 ,
Shyorongi,
Rulindo

January 2026

Dear Shane,

Further to our recent conversation I am pleased to confirm the following amendments to our standard terms and conditions for Discovery Group to work with Trinity Metals on current requirements and future roles.

Fee % reduced from a sliding scale of 20% - 25% to a flat 15% of the guaranteed first year's salary. (No bonus, relocation, or pension added. Just guaranteed base salary)

One hundred percent (100%) of the Fee is chargeable and payable on the date on which the Candidate starts employment with the company or any other subsidiary/ relationship in these terms with the Client.

An exclusivity period is to be agreed upon prior to the search. It is estimated this will be an extendable 4 week period. (To be dictated upon the start of any search in writing)

If Trinity Metals is recommended a candidate and provides their CV to Discovery Group for inclusion in the shortlist (to be acknowledged by Discovery Group in writing by email), no recruitment fee will be payable if that candidate is subsequently engaged by Trinity Metals.

Replacement guarantee extended from 2 months to 4 months

Payment terms from 7 days to 30 days from the successful candidate's start date.

These terms will supersede any terms outlined in the Standard T's and C's below.

Kind regards

Signed on behalf of Discovery Group Pty Ltd

Signature

Name Jon Taylor

Position Director & Principal

Signed on behalf of Trinity Metals

Signature

Name

Shane Ryan

Position Chief Operating Officer - Trinity metals



Discovery Group Recruitment Pty Ltd
ACN: 667 536 576 | ABN: 72 667 536 576

Section 1 – Parties and Definitions

- 1.1 The parties to these terms and conditions ("this Agreement") are Discovery Group Recruitment Pty Ltd ACN 667 536 576 ("the Company") and you ("the Client" which includes the Client's successors and/or assigns).
- 1.2 "Candidate or Candidates" means a work seeker Introduced by the Company to the Client from time to time.
- 1.3 "Fee" means the fee payable by the Client to the Company under this Agreement.
- 1.4 a reference to "includes/including" means including but not limited to.
- 1.5 "Introduce/Introduced" means the direct or indirect introduction by the Company to the Client of a Candidate.
- 1.6 a reference to a "Person" includes partnerships, bodies corporate and associations.
- 1.7 "Total Annual Commencing Remuneration" means all payments made to the Candidate, which shall include gross salary, superannuation, guaranteed payments (e.g. bonuses, commissions etc.), car/car allowance (subject to a minimum value of \$25,000), one-off payments upon joining, relocation assistance, and any other taxable remuneration offered to the Candidate.

Section 2 – Acceptance of Terms

- 2.1 This Agreement applies (to the exclusion of any others stipulated by the Client) to all contracts for the engagement of Candidates (as defined below) Introduced by the Company to the Client.
- 2.2 Any use by the Client of the Candidate's details including the interviewing (or the arrangement of an interview or the receipt of a Candidate's CV) or offering of employment by the Client to a Candidate constitutes acceptance by the Client of this Agreement. If the Client wishes to alter this Agreement in any way, such alteration must be agreed with a director of the Company in writing before any interview or offer of employment to the Candidate (in which case the written amendment will form part of these Terms and will prevail over these Terms to the extent of any inconsistency) and failing which, any use by the Client of the Candidate's details in any form whatsoever will constitute acceptance of these terms.
- 2.3 Instructions to commence work include providing the Client with a Candidate CV or arranging an interview with a potential Candidate and the Client.
- 2.4 All introductions of a Candidate by the Company to the Client last for a full 12 months from the later of: the sending of any of the Candidate's information from the Company to the Client, such as the Candidate's CV, or the arrangement of an interview with the Candidate. As such, the Fee is payable if a Candidate accepts an offer of employment with the Client or if any other relationship in these terms is formed between the Candidate and the Client within this 12 month period and whether further interviews are organized by the Company or by any other method, and whether or not the Company is the effective cause of the offer.

Section 3 – Circumstances in which a Fee is Payable

- 3.1 The Fee will be payable on the date on which the Candidate accepts the offer of employment or the offer of any other relationship in these terms with the Client (including the services described in the terms of Section 6).
- 3.2 The Fee shall be payable by the Client if the offer of employment or the employment of the Candidate is made directly or indirectly (for example where a Candidate provides services through a limited company) and if the relationship is any commercial relationship, which includes casual, part-time or full-time work and whether under a contract of service, a contract for services, or under an agency, licensee, franchise, commission only, partnership agreement or otherwise. All Introductions are confidential and so a Fee shall also be payable by the Client if the Company determines that the Client has provided the Candidate's details to any third party (including any Person related to the Client in any way e.g. another entity within the Client's group).

Section 4 – Calculation of the Fee

- 4.1 The Fee is calculated as a percentage of a Candidate's Total Annual Commencing Remuneration, in accordance with the table set out in section 4.2 below and subject to sections 4.3 and 4.4.
- 4.2 Notwithstanding sections 4.3 to 4.7, the Company's Fee will be calculated as follows:

Total Annual Commencing Remuneration

(\$) Percentage Fee

| | |
|---|------------|
| Up to and including \$100,000 - up to and including \$200,000: | 20% |
| \$200,000 or greater: | 25% |

*This scale of fees cannot be varied except by written agreement of the Company.

- 4.3 If the Candidate's contract period is for less than 12 months or otherwise not remunerated on an annual basis, the Fee is calculated as a percentage of the grossed-up annual equivalent value of the total financial benefits referred to in section 1.7 to the Candidate according to the same scale of percentage charges that apply in section 4.2. For example, a 3-month fixed or probationary contract paying the Candidate \$30,000 in total would result in a fee of 35% of \$30,000 = \$10,500.
- 4.4 If the Client and Candidate agree to artificially lower or reduce the Candidate's Total Annual Commencing Remuneration for any reason, the Company will be entitled to charge a Fee based on the Candidate's previous level of remuneration.
- 4.5 An additional charge will be invoiced to the Client for out-of-pocket expenses necessarily incurred in performing the obligations of the Company under the terms (for example, accommodation and travel expenses).
- 4.6 The Client will be charged separately for any advertising that the Company arranges on behalf of the Client, as long as the advertising has been authorized by the Client. Advertising charges will include:
 - 4.6(a) the cost to the Company of placing advertisements in media on behalf of the Client; and





4.6(b) any additional advertisement costs incurred by the Company in connection with the preparation or production of advertisement material, such as set-up charges, artwork etc. Such charges will normally not exceed \$750 without the prior authority of the Client. Payment requests will be raised to the Client upon receipt of written confirmation of the order of the **Client for the advertisement or as soon as reasonably practicable thereafter and all advertising fees, charges, and related costs are non-cancellable.**

4.7 All sums referred to in this Agreement are exclusive of GST, and GST will be added as required by applicable law.

Section 5 – Payment Terms

5.1 All payment requests for the Fees are due for payment within 7 days of the date of the request, and any alteration to this Agreement is made on the condition that the Client pays the Fee in full within 7 days of the payment request date. If payment in full is not made within the 7-day period, the Company has a without prejudice right to recover that payment from the Client and in these circumstances:

5.1(a) any concessions made by the Company in relation to the Fee immediately become null and void, and the agreement between the Company and the Client will revert to the standard Fee identified in this Agreement (including all other terms and conditions in this Agreement); and

5.1(b) the Company is under no obligation to provide the Employee Replacement facility referred to in section 7.1.

5.2 The Company reserves the right at any time to withdraw any credit terms granted and charge interest on accounts which remain unpaid 30 days after the payment request date at the pre- judgement interest rate of 4% above the Reserve Bank of Australia cash rate target, and such accounts will be passed to a debt recovery agency or solicitor, and all costs and expenses incurred will be recoverable from the Client.

5.3 If a dispute arises as provided under section 9.4 or there are unpaid invoices owed by the Client, the Client remains liable for any unpaid invoice, interest at the rate specified in section 5.2 and expenses for the cost of recovery incurred by the Company.

Section 6 – Other recruitment services where a Fee is payable

6.1 In addition to the provisions of section 3, the Client will also be responsible for the payment of the Fee under this Agreement in the event of the Candidate entering into a commercial relationship, commission-only role or non-executive directorships or any other situation where the Candidate provides services to the Client (or with any subsidiary or associated company or any related body corporate of the Client), directly or through any person rather than as an employee of the Client.

6.2 The Fee in respect of the Introduction of a Candidate as described in section 6.1 will be the Fee calculated by reference to Sections 3 and 4 but subject to a minimum fee of \$25,000.

6.3 Where the Client enters into a commercial relationship with an employee of the Company by which the employee has been an employee, but then ceases to be an employee of the Company and is employed/engaged by the Company within a three month period, the Client will be charged a Fee as if the Company had introduced that employee as a Candidate to the Client. The Fee will be calculated by reference to sections 3 and 4 but subject to a minimum fee of \$25,000.

6.4 The Employee Replacement facility referred to in section 7.1 does not apply to Introductions referred to in sections 6.1 to 6.3 but otherwise all references to employee or employment in this Agreement are to be read as referring to and applying to the situations referred to in this Section 6.

7 – Employee Replacement

7.1 If a Candidate leaves the Client within the first 8 weeks from the date the Candidate started or if the Candidate fails to start for whatever reason, then the Company will, subject to full and timely payment of the Company's payment requests within the due dates under this Agreement and receiving notification by recorded delivery within 7 days of the Candidate's departure, use reasonable endeavours to provide a replacement Candidate, for the specific role vacated, for no additional fee. However, in this case, no refund from the Company to the Client will be payable.

7.2 Where a replacement is recruited there will be no guarantee period for such a placement.

Section 8 – Executive Search and Advertised Selection

8.1 All other terms in this Agreement are to be read as referring to and applying to the situations referred to in this Section 8.

8.2 Executive search and selection is when the Company is exclusively engaged to locate one or more Candidates to fulfil a particular role or roles within the Client, the Company doing so by what means it considers appropriate but which will usually involve the direct approach to potential Candidates and advertised selection will usually involve the advertising for potential Candidates in such mediums as are agreed between the Company and the Client or if no agreement then such mediums as the Company considers appropriate.

8.3 The fee for executive search and selection is calculated as a percentage of the Total Annual Commencing Remuneration offered to the Candidate in accordance with the Table of Calculation of Contract Fee set out in section 4.2 above.

8.4 The fee is payable to the Company in the following ways unless an alternative payment schedule is agreed in writing between the Company and the Client prior to the work of the Company commencing:

8.4(a) one third of the anticipated fee is chargeable and payable on the Client giving instruction to the Company to act on its behalf;

8.4(b) one third of the anticipated fee is chargeable and payable on the Company providing the Client with a shortlist of Candidates for interview; and

8.4(c) the balance of the fee is chargeable and payable on the date on which the Candidate accepts the offer of employment or the offer of any other relationship in these terms with the Client (including but not limited to the services described in the terms of Section 6).

8.5 None of the above staged payments are refundable in the event of no offer or no appointment being made.



8.6 If the Client withdraws or cancels the instruction to the Company to proceed with an executive search and selection assignment, or materially alters its instructions submitted to the Company once the campaign has started or completes the assignment by means other than by the exclusive retained services of the Company and accordingly the campaign project is not concluded, then a fee (“**the Termination Fee**”) equivalent to 50% of the outstanding balance of the fee will be payable. Where no specific assignment fee has been agreed other than a proportion of the Total Annual Commencing Remuneration, then the Termination Fee shall be based upon the estimated remuneration agreed at the outset of the assignment in the Authorisation to Proceed (which forms part of these Terms and will prevail over these Terms to the extent of any inconsistency).

8.7 For the avoidance of doubt, should the Client employ a Candidate identified in an executive search and selection process in a role that is different to that originally identified by the Client, then a fee calculated in accordance with this section is still payable by the Client to the Company.

Section 9 – General

9.1 The Company does not take up references on Candidates, unless specifically instructed to do so and the Client is advised and recommended to satisfy itself as to the integrity, qualifications and suitability of a Candidate Introduced by the Company before making an offer of employment or engagement.

9.2 The Client shall not make any approach to the Candidate's present or prior employers without the Candidate's prior written consent.

9.3 The Company accepts no delay of payment of its Fee or responsibility for any loss or damage sustained by the Client or any third party arising directly or indirectly from:

9.3(a) any act or omission (whether negligent or otherwise) of a Candidate in pursuing their duties or services, or in not commencing them on the start date, or discontinuing them thereafter or otherwise;

9.3(b) false information provided to the Client by the Candidate directly or through the Company; or

9.3(c) unsuccessful work permit applications or other pre-qualification conditions agreed between the Candidate and the Client, and the Client agrees to indemnify and hold harmless the Company against all liability, loss, claims, fines, penalties, and damage arising out of or in connection with this Agreement or any act or omission of any Candidate.

9.4 If a dispute arises in connection with this Agreement, the parties must negotiate in good faith to resolve the dispute in a spirit of goodwill and compromise.

9.4(a) If there is a dispute that is not resolved, either party must give to the other party notice specifying the dispute and requiring its resolution under this section (“**the Notice of Dispute**”). If the dispute is not resolved within 7 days after the Notice of Dispute is given to the other party (“**the Notice Period**”), the dispute is by section 9.4 submitted to mediation.

9.4(b) If the parties have not agreed upon the mediator and the mediator's remuneration within 7 days after the Notice Period, the mediator is the person appointed by and the remuneration of the mediator is the amount or rate determined by the President of the Law Society of New South Wales or the President's nominee, acting on the request of any party to the dispute.

9.4(c) The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.

9.4(d) Section 9.4 does not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court which may be urgently required.

9.4(e) Subject to section 9.4(d) a party must not commence or maintain a court action or proceeding upon a dispute in connection with this Agreement until the dispute has been submitted to mediation under section 9.4.

9.5 This document and the Authorisation to Proceed (referenced in section 8.6) are the entire terms and conditions between the parties and supersedes all prior representations or statements whether oral or written made by or on behalf of the Company. Any variation or addition to this Agreement shall be in writing and signed by both parties.

9.6 The Client acknowledges that it is aware that for the purposes of training, security and legal matters all calls are recorded by the Company.

9.7 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

9.7a Discovery Group reserve the right to collaborate with our joint venture (JV) partners to leverage their networks and expertise in sourcing the most suitable candidates for any assignment provided to us.

9.8 No agreed termination of this Agreement shall be effective unless it is in writing.

9.9 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

9.10 No failure or delay by the Company to exercise any right or remedy provided under this Agreement and conditions or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

9.11 All amounts due under this Agreement and conditions shall be paid in full without any deduction or withholding other than as required by law.

9.12 The Company shall have no liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

9.13 Each of the parties to this Agreement irrevocably agrees that the courts of New South Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or settle any disputes, which may arise out of or in connection with this agreement or its formation or validity and, for those purposes each party irrevocably submits to the jurisdiction of the courts of