

A. Definitions

- a) **Agreement** refers to these Medfuture Business Terms and the Schedules attached.
- b) **Candidate** refers to a Medical or Healthcare professional seeking a clinical or non-clinical job engagement through Medfuture for Permanent / Locum / or other contractual engagement as a subcontractor, sole trader, employee, ownership partner, investor or any other type of job assignments.
- c) **Client** refers to the person or entity who obtain recruitment and placement services from Medfuture
- d) **Former Candidate** refers to a Candidate who accepted employment with a Client
- e) **GST** has the meaning described in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)
- f) **Guarantee Period** means the 12-week period commencing when a Candidate commences a Fixed Term Placement with a Client
- g) **Iso Facto Provisions** refers to the following provisions of the *Corporations Act 2001*:
 - 415D to 415G.
 - 434J to 434M.
 - 451E to 451H.
- h) **Medfuture** refers to Medfuture Pty Ltd (ACN 600 484 571) its agents and employees
- i) **Parties** refers to Medfuture and the Client, and **Party** means either of them
- j) **Placement Fee** refers to the fee payable by the Client to Medfuture for the Service as identified in Items A or/and B or/and C of Schedule X or in the Locum Schedule, or in any other forms from time to time.
- k) **Position Requirements** refers to the role that the Client needs a Candidate to fulfil as identified in Schedule X and in other forms provided by the Client from time to time.
- l) **Service** refers to the service that Medfuture will provide the Client as identified in Schedule X or as requested by the Client in other forms from time to time.

A. Acceptance

The Client will have accepted this Agreement if:

- a) Medfuture receives a signed copy of the Agreement from the Client; or
- b) after having been provided with a copy of the Agreement, the Client requests information about a Candidate from Medfuture.

B. Term

This Agreement will commence on:

- a) the date the Agreement is signed by both Parties, or
- b) if the Client has not signed the Agreement, the date upon which the Client requests information about a Candidate from Medfuture

and continues until terminated in accordance with this Agreement.

This Agreement applies to all Services provided by Medfuture to the Client from the date of acceptance. The Client must submit a request for future Services by submitting a job order form or vacancy form or information request form to Medfuture.

C. Provision of Services

Medfuture provides the following services:

- a) **Fixed Term Placements.** Medfuture will introduce a Candidate for the Client to suit the Position Requirements. Medfuture provides the Fixed Term Placement Guarantee to the Client in relation to this service as set out in clause H of this Agreement.
- b) **Locum Placements.** Medfuture will find a Candidate for temporary or ongoing placement with the Client to suit the Position Requirements. MedFuture' Fixed Term Placement Guarantee does not apply to Locum Placements.

In return for the Client paying the Placement Fee, Medfuture will provide the Client with the Service on the terms set out in this Agreement.

D. Introduction

Medfuture will use its best endeavors to obtain information about a Candidate and give that information to the Client, including but not limited to employment records, qualifications, and salary requirements

Medfuture will introduce a Candidate to the Client, who suits the Position Requirements. An introduction occurs under this Agreement when Medfuture does any of the following:

- a) gives the Client the Candidate's resume; or
- b) gives the Client the Candidate's personal information including but not limited to name and contact details, or
- c) gives the Client a copy of the Candidate's Medical Board Registration.

E. Fees

- a) The Client agrees to pay the Placement Fee for the Service.
- b) Unless otherwise expressly stated, the Fees described in this Agreement are exclusive of GST. The Client must pay for all GST and other taxes in connection with this Agreement.
- c) The Fee that the Client must pay Medfuture depends upon the Candidate's qualifications, the salary or pay that the Client will pay the Candidate and/or the hours that the Candidate works, as described in Schedule X, or in any other job order form, vacancy request form or information request form.
- d) Medfuture may change its Fees at any time. Medfuture will give the Client 14 days' notice of any increase in Fees. If the Client does not accept the changes to the Fees, the Client may terminate this Agreement. Changes to Fees will apply:
 - (i) to new Fixed Term Placement services that are provided after the date of the change in fees; and
 - (ii) to all ongoing Locum Placements from the date that the change takes effect.

e) The Client must pay the Placement Fee if Medfuture introduces a Candidate to the Client and within 12 months of the date of that introduction:

- (i) the Client employs the Candidate, or
- (ii) the Client gives the Candidate's information to a third party and the third party employs the Candidate.

f) The Client must pay the Placement Fee even if:

- (i) Medfuture introduces a Candidate to the Client who suits the Position Requirements and the Client initially rejects the Candidate for the role, subsequently offer a position within the next 12 months period for the same position or a different position; and/or

(ii) ~~the Client withdraws an offer of employment which has been accepted by the Candidate; and/or~~ *not agreed*

(iii) the Client employs the Candidate in a role that is different from the Position Requirement.

g) If the Client employs a Candidate through MedFuture' Locum Placement Service, and within 12 months of the introduction, the Client employs the Candidate on a permanent basis, the Client must pay Medfuture the Fixed Term Placement Fee that applies to the role the Candidate has been employed in.

h) If, within three months of employing a Candidate through MedFuture' Fixed Term Placement Service on a Part-Time basis, the Client employs the Candidate on a Full-Time basis, the Client must pay Medfuture the difference between the part-time Placement Fee and the full-time Placement Fee.

i) Subject to the conditions below, the Client is not required to pay Medfuture any Fees if the Candidate that Medfuture introduced to the Client has:

- (i) been introduced to the Client by another agency, or
- (ii) has connected with the Client directly or through some other means.



j) This clause applies only if the following conditions are satisfied:

- 12 months* (i) the previous introduction has occurred in the ~~2~~ ^{12 months} months prior to the date that Medfuture introduced the Client; and
- (ii) the Client notifies Medfuture that they have already been introduced to the Candidate; and
- (iii) provides Medfuture with evidence of the previous introduction

The Conditions in E j) (i)(i) and (ii) must be satisfied within 3 business days from the date of introduction.

F. Payment Terms

The Client must pay Medfuture within ~~seven~~ ³⁰ days of the date that Medfuture issues an invoice to the Client. Medfuture will issue invoices to the Client for Fixed Term Placements as follows:

- a) Within 7 days from the date that a Fixed Term Placement Candidate signs the letter of offer or work agreement with the Client for 50% of the Fixed Term Placement Fee or when the Candidate commences work with the Client, whichever occurs first; and
- b) Within 7 days from the date which the Candidate commences a Fixed Term Placement with the Client for the remaining 50% of the Fixed Term Placement Fee.

Medfuture will otherwise issue the Client with an invoice for the full Fee payable to Medfuture, upon becoming aware of any of the events described in clause E(f) to (j) of this Agreement.

If the appointment is for a Temporary Assignment for less than 12 months, the Fee shall be calculated on a pro-rata basis.

Locum Placement Fees are payable in accordance with the Table C of Schedule X and Locum Schedule to be agreed prior to the commencement of this Agreement.

G. Interest/Late Payment Fee

For all invoices that remain unpaid for more than 14 days after the date that the invoice was to be paid, the Client will be charged penalty interest daily at the rate of 12% per annum.

The penalty interest will accrue daily until the outstanding sum is paid in full.

The Client will be liable to pay all expenses incurred by Medfuture arising from a default in payment including but not limited to debt recovery costs, legal fees and disbursements on an indemnity basis.

H. Fixed Term Placement

Guarantee

- a) Subject to clause H(c) below, Medfuture provides this guarantee in relation to Fixed Term Placement.
- b) If a Candidate is ~~employed~~ ^{contracted} by the Client and the Candidate ~~does not~~ ^{does} work as required under the ~~employment~~ ^{contracted} arrangement for the full Guarantee Period because the Candidate
 - (i) resigns; or
 - (ii) is terminated by the Client due to having their medical license /registration cancelled or due to negligent conduct.

then Medfuture will:

- (iii) endeavor to introduce further Candidates to the Client who meet the position requirements, and
- (iv) if Medfuture is unable to introduce any further Candidates within 90 days, Medfuture shall provide the Client with a refund as described in clause H(d) of this Agreement.

c) This Guarantee only applies if the following conditions are satisfied:

- (i) the employee that resigned /was terminated was a Candidate introduced to the Client by Medfuture for a Fixed Term Placement; and

Not agreed

100% at commencement



- (ii) the Candidate resigned/was terminated within 90 days of commencing employment with the Client; and
 - (iii) the Client notified Medfuture in writing of the Candidate's resignation /termination within 7 days of receiving notice of the resignation /giving notice of termination; and
 - (iv) the Client provides Medfuture with such information as Medfuture may reasonably require in relation to the Candidate's resignation/termination; and
 - (v) the Client paid all Fees owing to Medfuture within the due date in accordance with this Agreement; and
 - (vi) when the Candidate resigned, they did so for reasons beyond the Client's control; and
 - (vii) the Candidate was not previously employed by the Client, through Medfuture as a temporary employee immediately prior to the commencement of the Fixed Term Placement; and
 - (viii) the Client has not failed to fulfil any obligation that the Client owed or promised to the Candidate; and
 - (ix) the Candidate has not been employed by a third party that is related to the Client; and
 - (x) where the Candidate resigned, the Candidate did not resign due to the Client's misconduct or any breach of applicable laws including, but not limited to criminal, occupational health & safety, discrimination, harassment or unfair dismissal laws, a misrepresentation of the role or the Client.
- d) If the conditions in Clause H(c) above are satisfied, and Medfuture does not introduce a new Candidate to the Client in accordance

with Clause H(b)(iv) above, then Medfuture will refund balance fee after deducting on pro-rata basis (calculation shown below) or administration fee of \$4,500 whichever greater.

The Client for the number of weeks, within the Guarantee Period, that the Candidate has not worked as follows:

- (i) $\$[\text{Placement Fee}] \div 12^* = \text{Weekly Fee.}$
- (ii) **Weekly Fee x number of weeks candidate has not worked in the Guarantee Period = \$REFUND SUM.**

- e) In the above equation* represents the 12 weeks in the 3-month guarantee period.
- f) In the event a candidate has failed to commence at the practice where the candidate has not resumed his/her duties with the client, a sum of \$4,500 will be held by Medfuture as admin fee if the client has failed to make the payment within the due date.
- g) For clarity, Medfuture is not required to pay any refund where the Candidate resigns or is terminated within the Guarantee Period but works for the full Guarantee Period. For example, if the Client's notice period results in the Candidate working for the full Guarantee Period.

I. Liability and Indemnity

Medfuture will assess the suitability of a Candidate based on the information provided by the Candidates. Medfuture is not liable for any untrue statements, misrepresentations, errors or assumptions that arise from information provided by a Candidate or a Candidate's referee.

Medfuture is not liable to the Client for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Services and this Agreement, except to the extent that such liability may not lawfully be limited or excluded.

Further, Medfuture expressly excludes liability for consequential loss or damage which may arise in respect of the Services or for loss of or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit,



Medfuture

whether direct, indirect, economic, consequential howsoever arising by way of act or omission in contract or in tort. The Client agrees to release and indemnify Medfuture to that extent.

Subject to Clause H of this Agreement, where Medfuture cannot by law exclude liability, its liability to the Client will be limited to the supply of the Services or the payment of the cost of those services being supplied again.

J. Privacy

The Client agrees that any personal information about Candidates received from Medfuture will be used for the sole purpose of human resources administration / employment purposes in compliance with the *Privacy Act 1988*. The Client must always have reasonable safeguards in place to protect the personal information from unauthorised access or use. If the Client learns or reasonably suspects that the security of personal information has been compromised, it shall promptly notify Medfuture. If the Client needs to disclose personal information to a third party (such as another service provider), it shall execute a written confidentiality agreement with that third party, requiring the third party to maintain the confidentiality and security of the personal information.

K. Governing Law

This Agreement is governed by the laws of Victoria and the Parties submit to the exclusive jurisdiction of the courts in Victoria.

L. Locum Schedule

If the Client engages Medfuture to provide Locum Placement Services, a separate Locum Schedule may be agreed upon between the Parties.

To the extent that any terms of the Locum Schedule conflict with this Agreement, the Locum Schedule will prevail.

M. General Relationship

Medfuture is an independent contractor and no agency, employment, partnership, or other relationship will exist between Medfuture and the Client. Medfuture must not at any time represent to any other party that it is an employee, servant, or agent of the Client.

During the Term, Medfuture retains the right to enter any contract with any other person or persons, company or firm to perform services like those contemplated by this Agreement.

N. Termination

Subject to clause E(d) of this Agreement, either party may, without cause terminate this Agreement at any time by providing the other with 3 months' written notice.

If either party (**Defaulting Party**):

- a) commits a breach of this Agreement and fails to remedy such breach within 14 days of receipt of a notice in writing requiring such breach to be remedied: or
- b) subject to the Ipso Facto provisions, becomes insolvent, has a receiver or manager appointed over of any of its assets, or goes into liquidation (other than for the purposes of solvent reconstruction or amalgamation), the other party may terminate this agreement immediately by giving written notice of termination to the Defaulting Party.

Termination of the Agreement shall not relieve a party of liability to the other party in respect of any payments due or the rights or remedies of the other party which have accrued prior to termination.

O. Amending This Agreement

An amendment or change is only effective once it is made in writing and executed by both parties.

P. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one Agreement.

Q. Severability

If any clause of this Agreement is invalid under any applicable law, the clause will be limited, construed, or altered to the extent necessary to render it valid. If necessary, the invalid clause will be deleted from the Agreement and the remaining clauses will remain in full force and effect.

R. Assignment

Neither party may assign, charge or deal with the Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld.

S. Dispute Resolution

The parties agree to use their best endeavours to resolve any disputes arising between them about the application, operation or performance of this Agreement or concerning their respective rights and liabilities under this Agreement.

If the parties are unable to resolve any dispute within 14 days after it comes to either party's notice, the dispute will be referred to an agreed mediator, or if the parties cannot agree on a mediator, a mediator appointed by the current President of the Law Institute of Victoria or the President's nominee.

T. Locum to Permanent/Fix Term engagement

In the Event of Agreed Locum GP accepting or Offered any Permanent Full Time or Part Time position, Client Must inform Medfuture in writing and should pay the respective permanent Fee as per the new engagement date.

SCHEDULE X – FEES

Table A Placement Fees – (General Practitioners)

General Practitioner (Fixed Term Positions)	Full time - 30 to 38 Hours	Part Time - 16 - 29 Hours	Part time - 16 Hours & less
FRACGP VR GP VMO Rural GP MRCGP FRNZCGP AHPRA Registration (Specialist OR General)	AUD 19,000.00	AUD 15,000.00	AUD 12,500.00
Non-VR GP Medical Practitioners with AHPRA (General Registration)	AUD 16,000.00	AUD 13,500.00	AUD 10,000.00
Non-VR GP Medical Practitioners with AHPRA (Provisional & Limited Registration)	AUD 15,000.00	AUD 12,500.00	AUD 9,000.00
Non-VR GP Medical Practitioners with AHPRA (Eligible for Provisional OR Limited Registration)	AUD 12,500.00	AUD 10,000.00	AUD 8,000.00

Table B Placement Fees – (Salaried Positions)

Salaried Positions	Fee (AUD)
FRACGP VR GP VMO Rural GP MRCGP FRNZCGP	12% of the Gross Salary
Specialist Consultant SMO VMO	12 % of the Gross Salary
JMO / RMO / Registrars	11 % of the Gross Salary
Registered Nurses / Enrolled Nurses / Midwife / Allied Health Staff	10 % of the Gross Salary
Healthcare Executives	08 % of the Gross Salary

Table C Placement Fees - Locum Positions

Locum Staff (Medfuture Fee/ Per day)	1 Week to 4 Weeks	5 Weeks to 24 Weeks	24 Weeks or above
FRACGP VR GP VMO Rural GP AHPRA Registration (Specialist OR General)	AUD 300 or 15% of the Gross Pay	AUD 200 or 15% of the Gross Pay	AUD 150 or 12.5% of the Gross Pay
SMO, Staff Specialist Consultant Senior Doctors AHPRA Registration (General OR Specialist)	AUD 300 or 15% of the Gross Pay	AUD 200 or 15% of the Gross Pay	AUD 150 or 12.5% of the Gross Pay
Registrars PGY 2 & 3 RMO JMO Non-VR GP AHPRA Registration (General OR Provisional OR Limited Registration)	AUD 200 or 15% of the Gross Pay	AUD 150 or 15% of the Gross Pay	AUD 100 or 12.5% of the Gross Pay
Registered Nurse Midwife Specialist Nurse AHPRA Registration (General)	AUD 100 or 15% of the Gross Pay	AUD 80 or 15% of the Gross Pay	AUD 60 or 20% of the Gross Pay

Note: Any Immigration services fee, Visa Fee, Flight Expenses or Accommodation expenses are excluded in the above pricing Schedule X.

Executed as an Agreement by:

Executed by MEDFUTURE PTY LTD (ACN 600 484 571) in accordance with the *Corporations Act 2001 (Cth)*:



Director - CEO

Signature of Authorized Person
Thiruchenthoran Sarvanantharaja

Title

10/02/2021

Date

Executed by the Client [WYCOMBE SERVICES PTY LTD
(ABN 40 613 103 450) in accordance with the *Corporations Act 2001 (Cth)*:



CRDO

Signature of Authorized Person
[print name]

Title

Michael Callen

Date

4/2/21

* Please note we don't employ MCP's. All are contractors

From: Michael Cullen <michaelcullen@cornerstonehealth.com.au>
Sent: Tuesday, 9 February 2021 8:16 AM
To: Gaya Chenthoran <gayathiri@medfuture.com.au>
Cc: Danielle Coman <daniellecoman@cornerstonehealth.com.au>
Subject: Re: Business Terms | Medfuture | Wycombe Services Pty Ltd

Understood. We can simply file this email for context

Michael Cullen

Chief Business Development Officer

Cornerstone Health Pty Limited

P [02 8315 4204](tel:0283154204) • **M** [0403 484 232](tel:0403484232) •

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On 8 Feb 2021, at 8:45 am, Gaya Chenthoran <gayathiri@medfuture.com.au> wrote:

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Hi Michael

Thank you for your response and inquiry.

Apologies for the confusion that has caused inconvenience to you.

In our Business terms ;

The term Client means – Private Clinics/Hospitals/Aged Care homes and other providers who hire healthcare professionals through us.

The term Candidate means – All Healthcare professionals being hired through us (GPs/Doctors/SMO/RMO/Registrars/Nurses and Allied Health professionals)

We totally understand your point.

Regarding the withdrawal, we will not claim a placement from our client for a Candidate who is not fit and proper to commence due to AHPRA or various other conditions that is unfavourable.

Actually the understanding of the term “withdrawal” on our agreement, is when our client withdraws an offer from a candidate giving the reason that they have hired another candidate for that position through other means and that they wouldn’t be pursuing with our candidate.

Cheers

Gaya Chenthoran

Director - HR & Corporate Relations

<image001.png>

Medfuture Medical & Healthcare Recruitment

Australia | New Zealand | UK

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NARRE WARREN SOUTH | VICTORIA 3805 | AUSTRALIA

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Direct - +61 03 8762 3171

Email - gayathiri@medfuture.com.au

www.medfuture.com.au | www.medfuture.co.nz

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From: Michael Cullen <michaelcullen@cornerstonehealth.com.au>

Sent: Monday, 8 February 2021 8:06 AM

To: Gaya Chenthoran <gayathiri@medfuture.com.au>; Danielle Coman
<daniellecoman@cornerstonehealth.com.au>

Subject: RE: Business Terms | Medfuture | Wycombe Services Pty Ltd

Hi Gaya

The use of the term client is confusing here, you seem to use the term for both us and the Dr?

An example and reason for withdrawing an offer would be that the Dr had restrictions or conditions imposed from AHPRA or a pending case/ investigation was due to commence?

This is no fault of yours or ours but if it came to light we would no longer be proceeding for obvious reasons

We had a very recent example where a Dr did not disclose he was subject to legal action from a future centre and pending clinical investigation

There was nothing on line or provided from the agency

Its pretty straight forward why we would withdraw an offer

Michael Cullen

Chief Business Development Officer

Cornerstone Health Pty Limited

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From: Gaya Chenthoran <gayathiri@medfuture.com.au>
Sent: Friday, 5 February 2021 10:39 AM
To: Danielle Coman <daniellecoman@cornerstonehealth.com.au>
Cc: Michael Cullen <michaelcullen@cornerstonehealth.com.au>
Subject: RE: Business Terms | Medfuture | Wycombe Services Pty Ltd

CAUTION: External email

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Hi Danielle

Thank you for signed terms, as per the changes made please find our answers below;

Clause E (f) (ii) – The client withdraws an offer of employment which has been accepted by the candidate

Unfortunately we cannot waive-off this term, reason being we have an opportunity cost/risk involved when the client withdraws the offer after the candidate has signed and accepted a position with the clinic.

Once withdrawn, the candidate will be failing a chance of accepting another offer from another client. However, the Client has ample time to decide on the candidate to offer or not, and no costs are incurred until the offer is made.

Clause E (j) (i) – The previous introduction has occurred in the 12 months prior to the date that Medfuture introduced the Client

Acceptable

Clause F – The Client must pay Medfuture within 30 days of the date Medfuture issues an invoice to the client.

Acceptable

Clause F (a) & (b) – 100% payable from the date of commencement at the clinic.

Acceptable

Clause H (b) – Client terms with candidate to be replaced with “Contracted”

Acceptable

We have accepted all changes except the first point mentioned.
Kindly let me know if this is ok to proceed.

Cheers

Gaya Chenthoran

Director - HR & Corporate Relations

<image019.png>

Medfuture Medical & Healthcare Recruitment

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