

HEALTHCARE CONTRACTOR AGREEMENT

Parties

This Agreement is between

DOCTOROO AUSTRALIA PTY. LTD. (ABN 15 616 602 629) (“Doctoroo”)

AND

(Your Name/ Business Name) _____

(ABN _____) (“the Contractor”).

1. Appointment of Contractor

- 1.1. Doctoroo appoints the Contractor to provide the Services to Doctoroo in accordance with this Agreement for the Term.
- 1.2. The Contractor agrees to provide the Services.
- 1.3. This Agreement may only be renewed or the Term extended if agreed in writing and executed by the parties.
- 1.4. Doctoroo and the Contractor acknowledge that the appointments shall be non-exclusive

2. Relationship of the Parties

- 2.1. Nothing contained in this Agreement will be deemed to create any partnership or joint venture or relationship of agent or employer and employee between Doctoroo and the Contractor. It is the express intention of the parties that the Contractor is in all respects an independent contractor and no other relationship or authority will be inferred or implied.
- 2.2. The Contractor has no authority to incur any obligations on behalf of Doctoroo without the written authority of Doctoroo.

2.3. The Contractor:

- a) must carry out the Services in a conscientious, professional, competent and expeditious manner and in accordance with all appropriate standards applicable to the industry in which Doctoroo operates;
- b) will comply with all policies and procedures as provided by Doctoroo;
- c) will attend required training from time to time as scheduled and agreed upon by both parties
- d) warrants that the Contractor has the necessary knowledge, skill, experience and ability to provide the Services and will promptly advise Doctoroo if this does not continue to be the case;
- e) warrants that the Contractor has the qualifications that the Contractor informed Doctoroo that it had on or before the Commencement Date;
- f) will at all times observe all of Doctoroo’s policies and procedures which Doctoroo requires the Contractor to adhere to (as may be varied at Doctoroo’s discretion from time to time);
- g) will at all times comply with the requirements of applicable legislation including but not limited to, occupational health and safety and federal and state anti-discrimination legislation.

2.4. Doctoroo:

- h) Will provide new clients to the Contractor to provide the relevant service
- i) Will provide administrative support in terms of bookings, administration and other relevant support
- j) Will provide training and support as required from time to time, in accordance with Doctoroo’s policies and procedures

3. Payment

- 3.1. In consideration for the provision of the Services, Doctoroo agrees to pay the Contractor the Payment within the 2 weeks for the total income received for services.
- 3.2. The Contractor will provide an invoice for payment.
- 3.3. The Contractor will be responsible for payment of all expenses associated with, and arising out of, the Contractor’s performance of the Services, unless the parties have agreed in writing, prior to an expense being incurred, that Doctoroo will reimburse the Contractor for that expense.

4. GST

- 4.1. Payment is inclusive of GST where applicable.
- 4.2. It is the responsibility of the Contractor to inform Doctoroo the GST component of the Tax Invoice.
- 4.3. The payment of GST to the Australian Taxation Office with respect to the Services (if applicable) will be the sole responsibility of the Contractor.

5. Assignment / Subcontracting

5.1. The Contractor may not assign or sub-contract the provision of the Services to another person or entity.

6. Complaints

6.1. All complaints relating to the services provided by the Contractor will be directed to the Contractor and must be notified to Doctoroo, where the Complains Policy and Procedure will be followed

7. The Client Record and Post Engagement Restraint

7.1. Doctoroo and the Contractor acknowledge that Doctoroo owns the client list and record of those clients that Doctoroo has referred to the Contractor.

7.2. Under no circumstances will the Contractor solicit, attempt to solicit, accept or otherwise be engaged with, directly or indirectly, any clients of Doctoroo, or new client referrals in any way related to or originating from the clients or associations of Doctoroo, during and after the termination of this agreement by a duration of 12 months.

7.3. Should any Client or their advocate request the Contractor outside of their engagement with Doctoroo, as set by this agreement, the Contractor agrees to only engage the client within the terms of this agreement.

8. Insurance

8.1. The Contractor must affect all insurance required by law, including but not limited to, retaining adequate and current public liability and professional indemnity insurance

8.2. The Contractor undertakes and agrees to produce evidence of such insurance to Doctoroo prior to the commencement of the provision of the Services and as required by Doctoroo from time to time.

8.3. The Contractor must notify Doctoroo immediately of any cancellations or non-renewal of any relevant insurance policies.

8.4. The Contractor agrees to keep Doctoroo indemnified from and against:

- k) any and all claims, damages, costs or liabilities that may arise as a consequence of the Contractor being deemed to be an employee for any purpose, including but not limited to, workers' compensation, personal injury, superannuation, annual leave, personal leave, long service leave and income tax; and
- l) any and all claims, costs, damages or liabilities that may arise as a consequence of the Contractor providing the Services, including breach of this Agreement.

9. Taxes and Levies

9.1. The Contractor is responsible for all taxes and levies relating to, or in connection with, the provision of the Services by the Contractor to Doctoroo, including but not limited to any income taxation payments or superannuation payments required under the relevant legislation.

10. Marketing

10.1. Doctoroo acknowledges and agrees to support referrals through internal services, and to generating referrals through external parties, the community and relevant referral sources.

10.2. Doctoroo may provide the Contractor with branded uniform to wear whilst providing the Services. The Contractor agrees to wear such uniform where possible and appropriate.

10.3. Doctoroo and the Contractor acknowledge that marketing material involving both parties is upon approval by Doctoroo.

11. Confidentiality

11.1. The Contractor acknowledges and agrees that during the Term, they may have access to Confidential Information and the Confidential Information is the exclusive property of Doctoroo.

11.2. During the term, the Contractor must not disclose, copy, reproduce or use any Confidential Information, whether on behalf of the Contractor or another entity without Doctoroo's consent. This does not prevent the Contractor providing the Services.

11.3. Doctoroo acknowledge that after the Term, the Contractor may require access to Confidential Information.

11.4. The Contractor must immediately notify Doctoroo of any suspected or actual unauthorised disclosure, copying, reproduction or use of Confidential Information.

11.5. The Contractor must provide assistance reasonably requested by Doctoroo in relation to any proceedings Doctoroo may take against any person for unauthorised disclosure, copying, reproduction or use of Confidential Information.

12. Conflict of Interest

- 12.1. The Contractor warrants that to the best of its knowledge at the Commencement Date no conflict of interest exists, or is likely to exist, in the provision of the Services.
- 12.2. If during the Term a conflict or risk of conflict arises, the Contractor undertakes to notify Doctoroo immediately in writing of that risk of conflict or potential conflict. Where Doctoroo receives such notification Doctoroo may, at its discretion, terminate this Agreement in accordance with the termination provision of this Agreement.
- 12.3. The Contractor may perform work for any other person throughout the Term, provided:
 - m) it does not prejudice or affect the ability of the Contractor to provide the Services; and
 - n) prior to the commencement of the alternative assignment the Contractor declares to Doctoroo any conflict of interest or potential conflict of interest.

13. Intellectual Property and Materials

- 13.1. Doctoroo and the Contractor acknowledge that any intellectual property that is developed by collaboration of both parties will be and remains the property of Doctoroo
- 13.2. Doctoroo and the Contractor acknowledge that any intellectual property that is developed by the Contractor in relation to clinical services remains the property of the Contractor.

14. Right to Audit

- 14.1. Doctoroo may from time to time and at its cost appoint a third party to or itself conduct an audit of the performance of the Provider obligations under this contract.

15. Dispute Resolution

- 15.1. Common sense and direct communication will resolve most problems that may arise from time to time in such an arrangement. It is important that any concerns of a substantive nature of the Contractor be referred to Doctoroo's management team for discussion as soon as possible. Where indicated the matter will be referred to an independent third party.

16. Termination

- 16.1. This Agreement terminates on expiry of the Term.
- 16.2. This Agreement may be terminated during the Term:
 - o) Where the Contractor fails to remedy a breach of this Agreement or default within 30 days of being notified of a breach or default
 - p) By mutual agreement or
 - q) If contractor is found guilty of serious misconduct by a regulatory or disciplinary body.

17. Proper Law

- 17.1. The laws of the State of New South Wales and the Commonwealth of Australia will apply to this Agreement to the exclusion of any other laws and the parties agree to submit to the jurisdiction of the Courts of New South Wales in relation to this Agreement.

18. Severability

- 18.1. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision must to the extent of the invalidity, illegality or unenforceability be ignored in the interpretation of this Agreement and all the other provisions of this Agreement will remain in full force and effect.

19. Entire Agreement

- 19.1. This Agreement (including any Schedules and Annexures):
 - r) Constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter; and
 - s) May only be altered in writing executed by the parties

20. No Waiver

- 20.1. A failure of either party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision.

21. Notices

- 21.1. Any notices given under this Agreement will be deemed to have been properly given if delivered personally or sent via email.
- 21.2. Such notices will be deemed to have been given:

22. Interpretation

Definitions

In this document unless the context otherwise requires:

Commencement Date means the latter of the dates on which this agreement is signed.

Confidential Information includes any information which the Contractor accesses or which is communicated to the Contractor in the course of the engagement by Doctoroo and which:

- is identified as confidential; or
- which the Contractor should reasonably expect to be confidential.

It includes, but is not limited to: any trade secrets or information relating to customers, patients or clients; customer or patient lists or requirements; suppliers; terms of trade; pricing lists; or pricing structures; marketing information and plans; Intellectual Property; Materials; inventions; business plans or dealings; technical data; employees or officers; financial information and plans; designs; product lines; research activities; software and the source code of any such software; of Doctoroo.

It does not include information which:

- a) is generally available in the public domain unless by unauthorised use or disclosure;
- b) was known by the Contractor prior to the Contractor's engagement by Doctoroo; or
- c) is required to be disclosed by law by the Contractor

Contractor means the person or entity listed on page 1.

GST means Goods and Services Tax as defined by *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time.

Intellectual Property means all intellectual proprietary rights whether registered or unregistered and whether existing under statute, at common law or in equity throughout the world including, without limitation:

- t) all trademarks, trade names, logos, symbols, brand names or similar rights, registered or unregistered designs, patents, copyright, circuit layout rights, trade secrets and the right to have Confidential Information kept confidential; together with
- u) any application or right to apply for any of the rights referred to in paragraph (a) above.

Materials mean all materials, including documents and records, prepared by the Contractor during the Term arising out of, or concerning, the Services.

Payment means an amount calculated in accordance with this Agreement payable to the Contractor by Doctoroo for the Services.

Services means the health services the Contractor is qualified and has agreed to provide.

Term means the period of 12 months.

23. Construction

- 23.1. Wherever the singular number is used it includes the plural number and vice versa;
- 23.2. the word "parties" means Doctoroo and the Contractor;
- 23.3. the word "person" means a natural person and anybody or entity whether incorporated or unincorporated;
- 23.4. a reference to a person includes a reference to that person's executors, administrators, successors, substitutes and permitted assigns;
- 23.5. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 23.6. an agreement, representation or warranty on the part of two or more persons is for the benefit of and binds them jointly and severally; and
- 23.7. the words "in writing" include any mode of representing and reproducing words in tangible and permanently visible form and includes telex and facsimile transmission.
- 23.8. Headings are for ease of reference only and shall be ignored in construing this Agreement.

Signed as an Agreement

SIGNED for and on behalf of **Doctoroo & the Contractor**.