

LOCUM TERMS OF ACCESS

We operate an online system which connects Pharmacies to Locums looking for work.

These Terms of Access constitute an agreement between us and you. By registering with Locumate and continuing to use the Locumate Platform, you are deemed to have read, understood and accepted these Terms of Access.

We reserve the right to amend these Terms of Access from time to time. We will use our reasonable endeavours to draw your attention to such amendments (for example, by email or placing a notice on our website), however it remains your responsibility to periodically review these Terms of Access. You acknowledge and agree that your continued use of Locumate Services after any changes to these Terms of Access will be deemed by us to be your acceptance of any amendments.

Any questions about these Terms of Access or requests for technical assistance may be sent support@locumate.com.au. Alternatively, call us on 03 9120 7780.

AGREEMENT TERMS

1 LOCUMATE PLATFORM ACCOUNT

- 1.1 To access the Locumate Services, you must create an account with us by:
 - 1.1.1 providing the information requested by us; and
 - 1.1.2 creating a password that meets our minimum requirements.
- 1.2 You acknowledge and agree that:
 - 1.2.1 you are responsible for ensuring all information you provide us is correct and up to date;
 - 1.2.2 you are responsible for the activity that occurs on your account;
 - 1.2.3 you must take all necessary steps to protect your User ID, password and account from unauthorised access; and
 - 1.2.4 you will immediately notify us if:
 - (a) the information you have provided is incorrect, inaccurate or incomplete; or
 - (b) you become aware of or suspect that your User ID, password or account is being used or may have been accessed without your consent;
 - 1.2.5 you must not use the Locumate Platform for an illegal purpose or in a manner that is inconsistent with these Terms of Access; and
 - 1.2.6 you must not supply or upload any content that: (i) would cause you or Locumate to breach any law, regulation or code of conduct; (ii) is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; or (iii) that could infringe any person's rights, including their intellectual property.

2 LOCUMATE SERVICES

- 2.1 If you create an account with us, we will provide Locumate Services to you. These are technology, communication and administration services to enable you to use the Locumate Platform to be connected with Pharmacists based on the Locum's needs.
- 2.2 The Locum will also have a separate relationship with any Pharmacy with whom the Locum is placed. The Locum is responsible for providing the Pharmacy Services to the Pharmacy directly in accordance with the Standard Terms of Engagement.
- 2.3 Locumate does not provide Pharmacy Services, employ or engage Locums or supply Locums to Pharmacies. Locums do not work for Locumate. All Locums who use the Locumate Platform practise independently.
- 2.4 Locumate Services include but are not limited to:
- 2.4.1 A website and mobile application which provides a platform that performs functions such as:
- (a) allowing you to create an account on the Locumate Platform;
 - (b) enabling Pharmacies to lodge a request for Pharmacy Services required by them, including specifying the details of the location, dates and times the Pharmacy Services are required and associated fees;
 - (c) matching Pharmacies with Locums who respond to a request for Pharmacy Services which meet the criteria of the Pharmacy;
 - (d) paying the Locum for Pharmacy Services on behalf of the Pharmacy;
 - (e) paying Locumate for Locumate Services; and
- 2.4.2 technical support services.

3 YOUR RESPONSIBILITIES

- 3.1 To use the Locumate Platform, you warrant that you:
- 3.1.1 are 18 years or over;
- 3.1.2 will ensure that you maintain, without any suspension, restriction or limitation, all Approvals necessary to provide Pharmacy Services in accordance with all applicable laws; and
- 3.1.3 will provide us with copies of all Approvals referred to in clause 3.1.2 upon request.
- 3.2 You must immediately notify us of any changes to your Approvals or if any condition or other restriction is imposed on you which restricts your ability to provide Pharmacy Services. You acknowledge that we may immediately suspend your account and refuse you access to Locumate Services as a result of any changes to your Approvals.

4 PLACEMENTS

- 4.1 You may use the Locumate Platform to accept requests for Pharmacy Services.
- 4.2 The Locum who meets the Pharmacy's criteria and first accepts a Pharmacy's request for Pharmacy Services will be placed with the Pharmacy. If you are placed with the Pharmacy, we

will provide you with their details to enable you to connect to the Pharmacy. We will also notify the Pharmacy that you have been placed with them.

4.3 You will provide the Pharmacy Services to the Pharmacy directly. If you are placed with a Pharmacy, a binding contract will be formed between you and the Pharmacy on the Standard Terms of Engagement at the time we notify the Pharmacy of your placement. You are free to negotiate with the Pharmacy changes to the Standard Terms of Engagement. You acknowledge that:

4.3.1 Locumate is not a party to any contract between the Locum and Pharmacy; and

4.3.2 Locumate does not provide tax, contract, commercial or employment advice as to the engagement of Locums by Pharmacies or warrant or represent that the Standard Terms of Engagement are suitable for your purposes.

4.4 It is a condition of using the Locumate Platform that you have specialist registration as a pharmacist with the Pharmacy Board of Australia and the Australian Health Practitioner Regulation Agency (AHPRA).

4.5 You must immediately notify us in writing if you become aware of any event or circumstance in relation to the Pharmacy at which you are placed or Pharmacy Services you supply which could reasonably be expected to directly or indirectly harm or diminish confidence in and/or the standing or reputation of Locumate, the Locum, the Pharmacy or the Pharmacy Services.

5 CANCELLATION

5.1 You may cancel an Engagement by giving the Pharmacy not less than 72 hours' notice of cancellation before the start of the Shift using the cancellation function on the Locumate Platform or by emailing support@locumate.com.au

5.2 The Pharmacy may cancel an Engagement by giving you not less than 72 hours' notice of cancellation before the start of the Shift using the cancellation function on the Locumate Platform.

6 RESTRAINT

6.1 If Locumate introduces you to a Pharmacy, you must use the Locumate Platform to continue providing Pharmacy Services to that Pharmacy. You must not at any time persuade or attempt to persuade any Pharmacy you are introduced to through the Locumate Platform to cease using the Locumate Platform and acquire services directly from you outside the Locumate Platform.

6.2 We may suspend or terminate your account if we reasonably believe you have not complied with this restraint.

6.3 If you fail to comply with clause 6.1, we may charge you a fee of \$50 for each Shift you work for a Pharmacy that is not arranged through the Locumate Platform. You agree that the amount of this fee constitutes a reasonable and good faith pre-estimate of loss that we will suffer, having regard to the fact, among other things, that we may not be paid a fee by the Pharmacy for the Shift you work. You agree that this fee is not a penalty.

7 FEES AND OTHER CHARGES

7.1 Pharmacy Charges

7.1.1 The Pharmacy Services Fees for Pharmacy Services will be specified on the Locumate Platform in the request for the Pharmacy Services.

- 7.1.2 The Pharmacy Services Fees are inclusive of superannuation contributions sufficient for the Pharmacy to avoid a charge under the *Superannuation Guarantee Charge Act 1992 (Cth)*. The Pharmacy will make superannuation contributions to the complying superannuation fund of your choice as nominated by you through the Locumate Platform. If you do not nominate a superannuation fund, the Pharmacy will make superannuation contributions to a superannuation fund of its choice,
- 7.1.3 We will issue RCTIs (recipient created tax invoice) on behalf of the Pharmacy in respect of the Pharmacy Services you supply. You do not need to (and must not) issue a tax invoice to the Pharmacy for a Shift. The Pharmacy must pay each RCTI to Locumate in accordance with the Pharmacy Terms of Access.
- 7.1.4 We will issue an RCTI each Monday for each Shift or part of a Shift completed in the previous week.
- 7.1.5 Locumate will pay invoiced Pharmacy Charges due to you within 48 hours after the day of receipt by us of those Pharmacy Charges.
- 7.1.6 You appoint Locumate as your agent to collect Pharmacy Charges (less the superannuation contributions the Pharmacy must make) on your behalf. Locumate will collect Pharmacy Charges (less the superannuation contributions the Pharmacies must make) from the Pharmacies who engage you.
- 7.1.7 If a dispute arises out of or relates to the Pharmacy Charges paid by the Pharmacy who engaged you to us or paid by us to you, you must take up the dispute with the Pharmacy. Locumate will not take participate in any dispute in the absence of manifest error by Locumate. You must indemnify us from and against any Loss we may suffer or incur if you involve us in any such dispute.

7.2 **Payment and invoicing**

- 7.2.1 You are required to pay the Fees within 7 days of receipt of a valid tax invoice provided by Locumate.
- 7.2.2 We may deduct any Fees which you owe us from the Pharmacy Charges which we owe you.
- 7.2.3 Locumate may suspend performance of the Locumate Services at any time if the Fees remain unpaid for more than 7 days after the due date.
- 7.2.4 Unless otherwise stated, the Fees are expressed as a GST exclusive amount.
- 7.2.5 The Locum warrants that it is registered or will be registered for GST and has an Australian Business Number at each time a taxable supply is made.
- 7.2.6 The Locum must pay any other applicable charges, taxes and duties in addition to the Fees.

8 **ACCESS TO LOCUMATE SERVICES**

- 8.1.1 You acknowledge and agree that:
- (a) Locumate Services may not function as intended (or at all) if you do not have hardware, software or internet access which is compatible with Locumate Services;

- (b) any timeframes we provide to you relation to Locumate Services are estimates only;
- (c) Locumate Services may not be available from time to time and we make no guarantee that Locumate Services will be available 24/7;
- (d) where Locumate Services are to be subject to scheduled maintenance, we will use our reasonable endeavours to notify you; and
- (e) we make no representation and give no warranty that the Locumate Services will be free from errors and defects.

9 INTELLECTUAL PROPERTY

9.1 You acknowledge and agree that:

- 9.1.1 all right, title and interest in and to the Locumate Services (including all Intellectual Property Rights) vest in and belong to us;
- 9.1.2 the rights in Locumate Services are licensed to you on a personal, revocable, non-exclusive and non-commercial basis as set out in these Terms of Access; and
- 9.1.3 nothing in these Terms of Access should be construed as constituting an assignment of the Intellectual Property Rights or other rights in Locumate Services to you.

10 CONFIDENTIALITY AND PRIVACY

- 10.1 Any information you disclose to us or our contractors in the course of using the Locumate Services will be kept confidential by us, our contractors, employees and agents. We will not disclose such information without your prior written consent or if required to disclose the information by law, for example, to a court in response to a subpoena.
- 10.2 If any personal or health information is disclosed to us, we will treat that information in accordance with the Privacy Laws and any applicable health records legislation.
- 10.3 The Pharmacy is responsible for keeping all medical and health records created in connection with the Pharmacy Services.

11 RECORDS

- 11.1 All records created by us or our staff as part of the Locumate Services belong to us and remain our property. Our records will only relate to administrative matters such as personal contact details, Pharmacy Services request details and payment.
- 11.2 You are responsible for keeping all medical and health records created in connection with the Pharmacy Services.

12 COMPLAINTS

- 12.1 If you have any concerns and wish to make a complaint regarding the Pharmacy Services you must make the complaint directly to your Pharmacy or AHPRA. Locumate is not responsible for handling any complaints you may have regarding the provision of the Pharmacy Services.
- 12.2 If you have any concerns regarding the Locumate Services, please direct them to Locumate at support@locumate.com.au.

- 12.3 You must indemnify us against all Loss which Locumate suffers or incurs as a result of or in connection with any claims arising out of or in connection with the Pharmacy Services (including any complaints made under this clause) or the provision of the Pharmacy Services by you.

13 WARRANTIES AND LIABILITY

- 13.1 To the extent permitted by law, you acknowledge and agree that we do not make any warranties, representations or guarantees as to:

- 13.1.1 the access to or use of Locumate Services being uninterrupted, timely, secure, error-free or continuing for any period of time;
- 13.1.2 the availability of access to or use of Locumate Services in respect of specific geographical areas;
- 13.1.3 the ability of Locumate Services to operate with any other hardware, software, system or data, and

all other terms, conditions and warranties, whether express or implied by legislation or the common law or otherwise relating to the provision by us of the Locumate Services or otherwise in connection with these Terms of Access are, to the maximum extent permitted by law, expressly excluded.

- 13.2 We will not be liable for any Loss (including indirectly or consequential loss) however caused which may be suffered or incurred or which may arise directly or indirectly in respect of the use of Locumate Services.
- 13.3 To the extent that we cannot lawfully exclude our liability to you, then to the maximum extent permitted by Law, we limit our liability to you to the cost of resupplying the services to you as contemplated under these Terms of Access.
- 13.4 Nothing in these Terms of Access excludes, restricts or modifies any rights that you may have under existing laws, including the *Competition and Consumer Act 2010 (Cth)*.

14 ACCOUNT SUSPENSION AND TERMINATION

- 14.1 You acknowledge and agree that we may monitor your account and activity on the Locumate Platform from time to time.

- 14.2 We may at any time suspend or terminate your access to Locumate Services, including if any of the following occurs:

- 14.2.1 we detect any suspicious activity occurring in relation to your account, including creating false accounts with the intention of determining the price of Pharmacy Services;
- 14.2.2 you default in payment of any Fees when they fall due;
- 14.2.3 you breach these Terms of Access;
- 14.2.4 the information you have provided to us is inaccurate, incomplete or outdated and you do not immediately take steps to correct the information;
- 14.2.5 we are required to do so to comply with a law, order or instruction;

- 14.2.6 if we determine that it is not technically or operationally feasible or commercially viable to continue providing you access to Locumate Services; or
 - 14.2.7 we are required to disable access to Locumate Services for the purpose of carrying out support and/or maintenance;
 - 14.2.8 you have done anything, or are likely to do anything, that may damage the reputation of Locumate or any Pharmacy.
- 14.3 We may suspend or terminate your access to the Locumate Platform and/or all or any of the Locumate Services at any time for any reason for convenience.

15 GENERAL

- 15.1 These Terms of Access constitute the entire agreement with respect to your access to and use of the Locumate Services.
- 15.2 We may update these Terms of Access at any time. We will provide you with 14 days' notice of any change to these Terms of Access. If you have any concerns or do not agree to the changes to the terms, please notify us as soon as possible.
- 15.3 If any information given to you by our personnel is inconsistent with these Terms of Access, these Terms of Access prevail.
- 15.4 We may send you notices electronically by email to the email address provided when you created your account or any change of email address you notify us. You must notify us promptly of any change to your email address.
- 15.5 We will try to resolve any disagreements quickly and efficiently. If you are not satisfied with the way we deal with any disagreement and you want to start court proceedings, the laws of the State of Victoria, Australia apply to these Terms of Access and you may only pursue a legal action or proceeding in relation to Locumate Services in Victoria, Australia.
- 15.6 The rights conferred on you under these Terms of Access are personal to you and cannot be assigned or novated to another party except with our prior written consent.
- 15.7 Clauses 9 (Intellectual Property), 10(Confidentiality and Privacy), 13(Warranties and Liability) and this clause 15 (General) and any associated definitions survive the termination or expiry of these Terms of Access.

16 DEFINITIONS

- 16.1 In these Terms of Access:

Approvals includes certifications, licenses, qualifications and registrations.

Engagement means your engagement by the Pharmacy to provide Pharmacy Services in accordance with the contract that is created between you and a Pharmacy pursuant to clause 4.3.

Fees means all fees payable by the Locum in accordance with these Terms of Access.

GST means the goods and services tax levied under the *A New System (Goods and Services Tax) Act 1999 (Cth)* as amended.

Intellectual Property Rights means any copyright, trademark (whether registered or unregistered), design, patent, semiconductor or circuit layout rights, trade, business or

company names, other proprietary rights and rights to the registration of any of the foregoing existing anywhere in the world and existing before, on or after the commencement of these Terms of Access;

Locum or **you** means a locum pharmacist registered with the Locumate Platform who is available to provide Pharmacy Services to a Pharmacy in accordance with these Terms of Access.

Locumate, us or **we** means Locumate Australia Pty Ltd ABN 79 649 537 155.

Locumate Platform means the online platform and mobile application owned and operated by Locumate.

Locumate Services means the services we supply to Locums under these Terms of Access by means of the Locumate Platform.

Locumate Website means our website at www.locumate.com.au.

Loss means loss, liability, damage, cost and expense.

Pharmacy means a pharmacy registered with the Locumate Platform which is able to make a request to receive Pharmacy Services in accordance with the Pharmacy Terms of Access, and includes a pharmacy business, a pharmacy department and a pharmacy depot.

Pharmacy Charges means the Pharmacy Services Fee and, if applicable, Travel Expense Reimbursement Amounts.

Pharmacy Services means the pharmacy services provided directly by the Locum to a Pharmacy connected to the Locum through the Locumate Platform.

Pharmacy Services Fee means the fee payable by the Pharmacy to the Locum for the provision of the Pharmacy Services.

Pharmacy Terms of Access means the Pharmacy Terms of Access contained on the Locumate Website, as varied from time to time.

Privacy Laws means the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (as defined in that Act).

Shift means the duration of the Locum's engagement as specified in a request for Services.

Standard Terms of Engagement means the 'Terms of Engagement (Standard Terms) between the Locum and the Pharmacy' that can be found at the following link: [insert].

Terms of Access means these terms of access as varied from time to time.

Travel Expense Reimbursement Amount has the meaning given in the Standard Terms of Engagement.

User ID means your email address or other details which you use to access Locumate Services.

TERMS OF ENGAGEMENT (STANDARD TERMS) BETWEEN THE LOCUM AND PHARMACY

These Terms of Engagement constitute an agreement between the Locum and the Pharmacy for the Engagement.

By registering with Locumate, each of the Locum and the Pharmacy acknowledge to each other that they have read, understood and accepted these Terms of Engagement and have entered into a contract on these Terms of Engagement in respect of the Engagement.

The Locum and the Pharmacy may amend these Terms of Engagement in respect of an Engagement by a document in writing.

1 ENGAGEMENT OF LOCUM

- 1.1 The Pharmacy engages the Locum to provide, and the Locum agrees to provide, the Services in accordance with the terms of this Contract for the Shift.
- 1.2 The Services will be provided at the Premises unless otherwise agreed between the parties.
- 1.3 Nothing in this Contract will be deemed to create any partnership, franchise, agency, joint venture or relationship of employer and employee between the Pharmacy and the Locum.

2 RESPONSIBILITIES

- 2.1 The Locum must carry out the Services in a conscientious, professional and expeditious manner, using all reasonable skill, care and diligence.

3 WARRANTIES

- 3.1 The Locum warrants and undertakes he/she:
 - 3.1.1 possesses the skills and expertise to provide the Services;
 - 3.1.2 is registered as a pharmacist with the Pharmacy Board of Australia and the Australian Health Practitioner Regulation Agency ("AHPRA") and is qualified to perform all aspects of the Services;
 - 3.1.3 is aware of the Pharmacy's statutory and professional obligations as the proprietor of a pharmacy;
 - 3.1.4 is eligible to work in Australia;
 - 3.1.5 will abide by all Work Health & Safety obligations and take reasonable care for his/her safety and others;
 - 3.1.6 will not attend the Premises under the influence of alcohol or drugs except for prescribed medication used in accordance with the prescription; and
 - 3.1.7 will maintain and bear the cost of all necessary licenses, registrations, qualifications, training requirements and insurance during the provision of the Services;
 - 3.1.8 will accurately enter time spent working on a Shift in the Locumate Platform.

4 POLICIES AND LAWS

- 4.1 The Locum agrees to comply with the Pharmacy's policies and procedures, so far as they relate to the Locum, including the policies and procedures (if any) set out in the Request for Services. Such policies and procedures may be added to or amended, in writing, from time to time. It is agreed that such policies and procedures do not form part of this Contract.
- 4.2 The Locum agrees to comply with all laws, codes, guidelines and policies that apply in connection with the Services and its registration as a pharmacist.

5 SUPERVISION

- 5.1 The Locum must perform the Services without supervision by the Pharmacy and, subject to meeting any customer requirements and complying with any reasonable directions given by the Pharmacy, can set his/her own manner of performing the Services.

6 NO OTHER DUTIES

- 6.1 The Locum will not be required by the Pharmacy to perform any duties in connection with the running or operation of the business of the Pharmacy or the Premises other than the provision of the Services.

7 OTHER SIMILAR WORK

- 7.1 The Locum can perform the same or similar work as the Services for other entities provided:
- 7.1.1 the Services under this Contract are performed to the satisfaction of the Pharmacy and its customers; and
- 7.1.2 performing the other work by the Locum does not otherwise breach any term of this Contract.

8 REFUSAL TO PERFORM WORK

- 8.1 The Locum may refuse to perform a particular assignment proposed by the Pharmacy provided:
- 8.1.1 the refusal is reasonable;
- 8.1.2 reasonable notice of the refusal is given; and
- 8.1.3 the refusal does not affect the overall performance of the Services.

9 NO SUB-CONTRACTING

- 9.1 The Locum cannot sub-contract the Services to another pharmacist. If the Locum is unable to perform the Services for any reason, he/she must, as soon as reasonably practicable, notify both the Pharmacy and Locumate so that a suitable replacement can be found or other arrangement made.

10 FEES AND OTHER CHARGES

- 10.1 In consideration of the provision by the Locum of the Services, the Pharmacy agrees to pay the Locum the Fee.
- 10.2 The Fee is inclusive of superannuation contributions sufficient for the Pharmacy to avoid a charge under the *Superannuation Guarantee Charge Act 1992* (Cth). The Pharmacy will make

superannuation contributions to the complying superannuation fund of the Locum's choice as nominated by the Locum through the Locumate Platform. If the Locum does not nominate a superannuation fund, the Pharmacy will make superannuation contributions to a superannuation fund of its choice,

- 10.3 If the Pharmacy has indicated in the Request for Services that it will pay the Locum the Travel Expense Reimbursement Amount, then the Pharmacy will pay the Locum the Travel Expense Reimbursement Amount.
- 10.4 The Travel Expense Reimbursement Amount is only payable if the distance travelled by the Locum from his or her principal place of residence to the Premises and back in a day (i.e. a round trip) (the **Distanced Travelled**) exceeds 50 kilometres. The Distance Travelled will be determined by Locumate using the Google Maps app or such other app as Locumate thinks fit. Locumate's determination of the Distance Travelled is final and binding on the parties. The Travel Expense Reimbursement Amount shall be calculated as a daily rate equal to the Distance Travelled (in kilometres) multiplied by \$0.86 or such other amount as Locumate may determine from time to time and publish on the Locumate Website.
- 10.5 The Locum directs the Pharmacy to pay the Charges (less the superannuation contributions the Pharmacy must make) to Locumate as the Locum's agent in accordance with the Pharmacy Terms of Access. The Pharmacy agrees to pay the Charges (less the superannuation contributions the Pharmacy must make) to Locumate in accordance with the Pharmacy Terms of Access.
- 10.6 If the Pharmacy pays the Charges to Locumate in accordance with this Contract, it shall be discharged of any obligation to pay the Charges to the Locum and shall not be responsible for any failure by Locumate to pay the Charges to the Locum.
- 10.7 The parties agree that the Fee is fair and reasonable and represents full and final payment regarding the Services to be provided including in respect of the value of any materials, superannuation and insurance costs of the Locum. The parties agree the Pharmacy may rely upon the Fee paid to offset any claim for underpayment made by the Locum.
- 10.8 The Pharmacy is not required to reimburse the Locum for any other costs and expenses unless they have been approved by the Pharmacy in advance in writing.

11 **GST**

- 11.1 Unless the context indicates otherwise, any term or expression in this clause 11 that is defined or used in the GST Act has the meaning given to it in the GST Act.
- 11.2 The Charges for any supply made under this Contract is exclusive of GST.
- 11.3 If:
- 11.3.1 a party makes a supply under on in connection with this agreement that is subject to GST; and
- 11.3.2 the consideration for such a supply is not expressed to be GST inclusive,
- then in addition to the consideration otherwise to be paid or provided for that supply but for the application of this clause 11.3, the recipient of that supply shall, subject to receipt of a tax invoice or RCTI by the relevant party, pay an amount equal to the GST payable.
- 11.4 Locumate will issue a RCTI (a recipient created tax invoice) in respect of the supply of the Services to the Pharmacy on behalf the Pharmacy, and the Pharmacy must pay each RCTI to Locumate in accordance with the Pharmacy Terms of Access.

- 11.5 The Locum must not issue a tax invoice in respect of the supply of the Services.
- 11.6 If Locumate does not issue a RCTI to the Locum in respect of Services supplied in a Billing Period within 14 days after the end of a Billing Period, then the Locum may issue a tax invoice in respect of the supply of the Services.
- 11.7 The Locum confirms that he/she is registered for GST and will notify the Pharmacy if he/she ceases to be registered.
- 11.8 The Pharmacy confirms that it is registered for GST and will notify the Locum if it ceases to be registered or if it ceases to satisfy the Australian Taxation Office's requirements for RCTIs.
- 11.9 Both parties acknowledge that they are parties to an RCTI agreement.

12 OTHER TAX MATTERS

- 12.1 Each party agrees to do all that is necessary to assist the other party in relation to providing documentation for taxation purposes.
- 12.2 The Pharmacy is not responsible for any taxation liability regarding Services provided by the Locum under this Contract, including to PAYG tax, GST, Payroll Tax or any superannuation payment or obligation under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

13 BENEFITS

- 13.1 As an independent contractor the Locum is not entitled to any benefits, payments or allowances (including annual leave, personal leave, long service leave or any other leave to which the Locum might otherwise have been entitled if the Locum was an employee and not an independent contractor).

14 EQUIPMENT AND FACILITIES

- 14.1 The Locum will provide his/her own protective clothing and any items of equipment considered by him/her to be necessary for the provision of the Services, which are not already available at the Premises.

15 INDEMNITY AND INSURANCE

- 15.1 The Locum indemnifies and must keep indemnified the Pharmacy and each other Indemnified Person from and against Loss incurred by the Pharmacy arising directly or indirectly as a result of or in connection with:
- 15.1.1 the personal injury to or death of anyone and damage to any property caused by the Locum in providing the Services;
 - 15.1.2 the acts, errors or omissions of the Locum in providing the Services; or
 - 15.1.3 the Pharmacy treating the relationship between it and the Locum as one of independent contractor.
- 15.2 The Locum must, at his/her cost, effect and maintain during the term of this Contract professional indemnity insurance that complies with the Pharmacy Board of Australia's registration standard.
- 15.3 The Locum must provide to the Pharmacy evidence of this insurance on request.

15.4 The indemnity in this clause is held on bare trust by the Pharmacy for each other Indemnified Person (who may claim directly under it) and continues after the termination of this Contract.

16 TERMINATION

16.1 This Contract will terminate if the Locum or the Pharmacy cancels the Engagement in accordance with the terms of the Locum Terms of Access or the Pharmacy Terms of Access.

16.2 Unless terminated earlier in accordance with clause 16.3, this Contract will automatically terminate at the end of the Shift:

16.3 This Contract may be terminated:

16.3.1 at any time for any reason by the Pharmacy or the Locum giving not less than 48 hours written prior notice to the other; or

16.3.2 by the Pharmacy without notice or any payment if the Locum:

(a) is guilty of dishonesty or a criminal offence or is made bankrupt;

(b) is guilty of serious misconduct or serious neglect of duty in connection with the provision of the Services;

(c) breaches this Contract and the breach is not capable of remedy;

(d) breaches this Contract and fails to rectify the breach within 2 days of being required to do so;

(e) engages in any act or omission that, in the reasonable opinion of the Pharmacy, has or will likely have the effect of causing material damage to the Pharmacy or its employees or the reputation of the Pharmacy.

16.4 Unless otherwise agreed, the Locum agrees, upon the termination of this Contract, to deliver up to the Pharmacy all property belonging to the Pharmacy which may be in his/her possession, including all Confidential Information, within 3 days of termination of this Contract.

17 CONFIDENTIAL INFORMATION

17.1 All Confidential Information is and remains the property of the Pharmacy.

17.2 The Locum must not, at any time during or after the termination of this Contract, for any reason directly or indirectly disclose or use (or attempt to disclose or use) any Confidential Information for his/her own benefit or the benefit of any other person or entity.

17.3 The Locum may communicate Confidential Information only:

17.3.1 in the proper performance of the Services;

17.3.2 if required to do so by the Pharmacy or by law;

17.3.3 to obtain legal or accounting advice relating to the Services or the terms of this Contract; or

17.3.4 if the Locum obtains the Pharmacy's prior written consent.

17.4 The Locum must use his/her best endeavours to prevent the unauthorised use or disclosure of any Confidential Information by third parties.

- 17.5 If there should be any uncertainty as to whether information is Confidential Information or is lawfully within the public domain, such information is taken to be Confidential Information and/or not permitted to be disclosed unless the Pharmacy advises the Locum in writing that the information is not Confidential Information and/or that it may be disclosed.

18 WARRANTIES

- 18.1 The Locum warrants that:

- 18.1.1 he/she has read and understood this Contract;
- 18.1.2 he/she has obtained, or had the opportunity to obtain, independent legal advice about this Contract;
- 18.1.3 he/she agrees that no promise, representation or inducement has been made by the Pharmacy, other than this Contract, for him/her to sign this Contract;
- 18.1.4 there are no restrictions which operate to prevent him/her performing the Services under this Contract;
- 18.1.5 this Contract reflects the whole agreement between the parties concerning the Services and replaces any previous agreements, arrangements or understandings between the parties; and
- 18.1.6 he/she is aware the Pharmacy is relying on these warranties.

19 GENERAL

- 19.1 This Contract is governed by the laws of the State of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.
- 19.2 Any amendment to this Contract must be agreed to by the parties in writing.
- 19.3 The obligations of the parties under clauses 3, 13, 15, 16.4 and 17 survive the termination of this Contract.

20 DEFINITIONS

- 20.1 In this document unless the context requires otherwise:

Charges means the Fee and (if applicable) the Travel Expense Reimbursement Amount.

Contract means the contract between the Locum and the Pharmacy created in accordance with the Locum Terms of Access and the Pharmacy Terms of Access contained on Locumate's website on these Terms.

Confidential Information includes:

- (a) the terms of this Contract;
- (b) the terms on which the Pharmacy contracts with its clients, customers, or suppliers;
- (c) business information relating to the Pharmacy's operations, affairs, current and future business plans and models, data bases, methodologies, manuals, existing or contemplated products and services, advertising manuals, ideas, concepts, trade secrets, designs, copyrights, patents, design improvements, all financial, accounting, marketing and technical information, financial projections, customer

lists and customer files, data surveys, research, reports, pricing schedules, pitches, tenders, know-how, computer software including the source code, technology, operating procedures and other information, used by or relating to the Pharmacy; and

- (d) any other information which by its nature, or because the Locum has been told that it is confidential, is or could reasonably be expected to be confidential to the Pharmacy or its customers.

This definition excludes any information which:

- (a) has lawfully become part of the public domain other than as a result of a breach of this Contract;
- (b) was known by the Locum prior to the Pharmacy disclosing the information; or
- (c) the Locum is required by law to disclose.

Engagement means the engagement by the Pharmacy of the Locum to provide the Services in accordance with this Contract.

Fee means the fee specified in the Request for Services.

GST Act means the *A New System (Goods and Services Tax) Act 1999* (Cth).

Indemnified Person means the Pharmacy and each partner, shareholder, director, officer, employee, contractor and representative of the Pharmacy.

Locum means the pharmacist that has accepted the Request for Services in respect of the Engagement.

Locumate means S.S.K.N. Nominees Pty Ltd ABN 73 619 569 121 trading as Locumate.

Locumate Platform means the online platform and mobile application owned and operated by Locumate.

Locumate Website means Locumate's website at www.locumate.com.au.

Locum Terms of Access means the Locum Terms of Access published on the Locumate Website.

Pharmacy means the pharmacy that has made the Request for Services in respect of the Engagement.

Pharmacy Terms of Access means the Pharmacy Terms of Access published on the Locumate Website.

Premises means the premises of the Pharmacy identified in the Request for Services.

Request for Services means the request by the Pharmacy for the Services made through the Locumate Platform in accordance with the Pharmacy Terms of Access, which has been accepted by the Locum in accordance with the Locum Terms of Access.

Services means the locum services specified in the Request for Services.

Shift means the duration of the Engagement as specified in the Request for Services.

Travel Expense Reimbursement Amount means the daily amount that the Pharmacy must (if applicable) pay the Locum in respect of travel in accordance with clause 10.4.