



PHARMACY RECRUIT LIMITED

Discombe Road, Hamilton 3283, Ph: 0211647638

amelia@pharmacyrecruit.co.nz

GST No. 087-945-014

RECRUITMENT CONTRACT

CUSTOMER

Address:

Contact: Phone: Email:

Guarantor Name:

Address:

Contact: Phone: Email:

Description of Services and Estimate of Contract Price

1. Permanent Placement of Pharmacist, Technician, Assistant or other (including a candidate with a reciprocal international pharmacy bachelor degree (UK, USA, Australia, Canada, Ireland) OR a candidate who has passed their KAPS exam and intends to register in NZ)

10% of annual package amount + GST (including relocation fee, PSNZ, PDA, APC fees, accommodation, flights, sign on bonus, fuel contributions)

This fee is 12% if the owner or client operates and is recruiting someone overseas to their pharmacy. Ie using Pharmacy Recruit Ltd to move someone overseas for a placement.

2. Placement of a technician student or NZ Intern

\$2500+GST flat rate one-off success fee

3. International Placement for a candidate WITHOUT a reciprocal bachelor degree (Phillippines, Malaysia, Iran, Iraq, South Africa, India)

We liaise with a candidate, pharmacy owner or manager and immigration adviser until we get a result.

\$1000+GST installment #1 when candidate signs a contract

\$1000+GST installment #2 when candidate gets their visa approved

4. Booking Fee for a Locum placement of Pharmacist, Technician, Assistant or other in New Zealand (via admin staff or App)

\$45+GST per day as a booking agent (Candidate contracts for the customer and will send their own

invoice accordingly. This price remains the same whether you use the Pharmacy Recruit Locum App or our administration services.

Bookings of accommodation, flights, bus, trains for the locum will also be subject to a \$45+GST administraton charge to the pharmacy.

5.Introduction of a Purchaser

\$16,000+GST

6.Consultant work on a time basis (as agreed)

\$100/hr

Subscription to services after initial 16 week of non-success recruitment (as per agreement. Cancel anytime) Success Fee will remain.

\$560+GST per 8 week package

Pharmacy Recruit Limited agrees to provide Services to the Customer on the terms and conditions attached. The Customer agrees to be bound by the terms of trade attached.

Signed as an agreement

_____ Customer (include name and position)

Date of signing: _____

_____ Guarantor

Date of signing: _____

_____ Pharmacy Recruit Limited (by a

director) Date of signing: _____

PHARMACY RECRUIT LIMITED - TERMS OF TRADE

All Services to be provided by Pharmacy Recruit Limited will be completed in reliance on these Terms of Trade. By instructing Pharmacy Recruit Limited to supply you with Services, you agree to these Terms.

1. DEFINITIONS

1.1 "Candidate" means a person recommended by PRL as a locum, employee or purchaser for the Customer. 1.2 "Contract" means the contract formed as a result of PRL undertaking the Services on these terms for the Customer. 1.3 "Contract Price" means the price charged by PRL for the Services, or such other price as is agreed between the parties. 1.4 "Customer" means the party to whom the Services are provided and invoiced by PRL.

1.5 "PRL" means Pharmacy Recruit Limited.

1.6 "Services" means the pharmacy recruitment and locum services to be provided by PRL to the Customer. 1.7 "Verification" means checking the validity of the Candidate's Annual Practising Certificate issued by the Pharmacy Council and undertaking Police vetting.

2. EXTENT AND DESCRIPTION OF SERVICES

2.1 The parties agree that the extent of PRL's obligation is to recommend Candidates. Any contract or agreement to be completed between the Customer and the Candidate will be negotiated, prepared and signed by those parties. 2.2 Despite clause 3.1, PRL earns the Contract Price when the Customer and a Candidate enter into a binding agreement for the Candidate to work for the Customer (either as a locum or permanent employee) or for the Candidate to purchase the Customer's business. The Customer will notify PRL when a binding agreement has been signed with a Candidate. 2.3 PRL is not acting as an "agent" as that term is defined in the Real Estate Agents Act 2008 when introducing a Candidate to purchase the Customer's business. PRL simply introduces Candidates to assist the Customer to locate and negotiate with potential buyers. The Contract Price in that instance is a "finder's fee" only.

3. PAYMENT AND CREDIT LIMIT

3.1 Unless otherwise agreed in writing, payment shall be made in cleared funds within 7 days of the date of invoice by PRL. 3.2 The Customer must make payment of each invoice in full without deduction, set off or claim. 3.3 PRL reserves the right to charge interest for late payment at the rate of 12% per annum on amounts outstanding. 3.4 PRL will monitor the amount of credit the Customer has incurred and reserves the right at any time to cease providing

Services to the Customer until the amount outstanding has been decreased to a level acceptable to PRL. 3.5 The Customer is liable to PRL for costs (including costs on a solicitor and client basis) incurred by PRL recovering amounts owed to PRL by the Customer.

4. TIMING

4.1 Unless otherwise stated in writing, all times quoted for delivery of Services are estimates only and PRL shall not be liable for any loss or damage direct or consequential arising from failure to deliver on the anticipated or estimated time for delivery. 4.2 The Customer shall not be relieved of any obligation to accept or pay for Services by reason of any delay in delivery or performance by PRL. 4.3 PRL shall not be responsible to the Customer for delay or failure in performance of any of the obligations imposed by this Contract, provided such delay or failure has been occasioned by fire, flood, hail, explosion, lightning, windstorm, earthquake, subsidence of soil, failure of machinery or equipment or supply of material, discontinuity in the supply of power, court order, riot, war, strikes, pandemic, labour disturbances or by any other cause of like or unlike nature in any such case beyond the reasonable control of PRL.

5. INTELLECTUAL PROPERTY

All intellectual property (such as patentable inventions, non-patentable processes or know-how, data, design, copyright, trademarks and the like) held by PRL at the commencement of the Contract or created by PRL as a result of the Contract shall belong to PRL, unless otherwise agreed in writing between the parties.

6. WARRANTIES

6.1 PRL warrants that prior to recommending a Candidate for locum or employment, PRL will complete Verification. 6.2 PRL will use its best endeavours to recommend Candidates as quickly as possible after the date of the Contract. 6.3 The Customer will notify PRL immediately it has entered a binding agreement with a Candidate. **6.4 The Customer warrants that the Customer will not make direct contact with any Candidate previously recommended by PRL for any future locum work, employment, or sale of the Customer's business. The Customer must first contact PRL who will then contact the Candidate. The Customer will be liable to PRL for normal fees payable to PRL plus a 50% breach of warranty fee if the Customer makes direct contact with a Candidate that results in a locum contract, employment or sale of the Customer's business at any time after the date of the Contract.**

7. CONFIDENTIALITY & PRIVACY

7.1 The parties agree that they will always keep the information in the Contract confidential.

7.2 PRL will comply with PRL's privacy statement set out on PRL's website. The Customer acknowledges the privacy statement and agrees to be bound by its terms.

8. LIABILITY

8.1 PRL shall not be liable for any damage caused to the Customer by a Candidate's performance in the Customer's business once a contract has been signed between the Customer and the Candidate.

8.2 PRL shall not be liable (whether in contract, tort, including negligence, or otherwise) to the Customer for any loss or damage (including but not limited to direct, indirect, or consequential loss or damage) arising from the Contract. For the purposes of this clause "indirect or consequential loss or damage" includes loss or reduction of business or profits.

8.3 Without prejudice to clause 8.1, the total aggregate liability (whether in contract, tort, including negligence, or otherwise) of PRL for any breach of or other matter arising in relation to the Contract shall not exceed the Contract Price. 8.4 The Customer agrees that as the Services are not provided for domestic use, the Consumer Guarantees Act 1993 shall not apply.

8.5 The conditions and warranties implied by the Contract and Commercial Law Act 2017 or by common law or otherwise are expressly excluded.

9. INDEMNITY

The Customer shall indemnify PRL and keep PRL fully and effectively indemnified against all losses, claims, damages, costs (including costs on a lawyer to client basis), charges, expenses, liabilities, demands, proceedings, and actions which PRL may

sustain or incur or which may be brought or established against it by any person and in any case which arise out of or in relation to the performance by PRL of the Services, or by reason of any breach by the Customer of any of its obligations under the Contract or any other act or omission of the Customer whether or not by reason of any Act, regulation, common law rule, or in equity or otherwise and whether for damages or for other relief.

10. GUARANTEE

10.1 The Guarantor (if one is named) agrees that in consideration for PRL entering the Contract at the Guarantor's request, the Guarantor:

- (a) guarantees the Customer's performance of the Customer's obligations in the Contract; and
- (b) indemnifies PRL against any actions, proceedings, calls, claims, demands, losses, damages, costs, expenses, or liabilities of any kind which PRL may suffer or incur as a result of the Customer's breach of any of the Customer's covenants in the Contract.

10.2 The Guarantor's liability under the guarantee and indemnity contained in clause 10.1 is not affected by the granting of time or other indulgence to the Customer, PRL's failure to enforce PRL's rights against the Customer, or any other thing which under the law on sureties would or might, wholly or partially release the Guarantor from the Guarantor's obligations under clause 10.1. 10.3 PRL does not have to take proceedings against the Customer before taking proceedings against the Guarantor. 11.

GENERAL

11.1 The benefit of the Contract shall not be assigned by the Customer without the consent of PRL in writing. 11.2 The Contract shall be deemed to have been entered into in New Zealand and shall be governed by the laws of New Zealand 11.3 Any dispute between the parties which has not been settled by full and frank discussion may (after giving thirty days' notice)

be referred by either party to arbitration in accordance with the provisions of the Arbitration Act 1996 by an arbitrator appointed by the President for the time being of the New Zealand Law Society. Judgment on the award rendered may be entered in any Court having jurisdiction.

11.4 Any waiver by PRL of any rights arising from the Contract shall not be construed as a continuing waiver or a waiver of other breaches of the same or other terms of the Contract by Customer. No delay or forbearance by PRL shall be construed as a waiver of PRL's rights.

11.5 Nothing in the Contract shall create a partnership or agency between the parties except as expressly provided. 11.6 The Contract sets out the entire agreement and understanding between the parties relating to the subject matter and supersedes all previous arrangements, whether written, oral, or both, relating to such matter. PRL may make modifications or amendments to the Contract terms and conditions by posting a copy of the amendments to the Customer. Any request for Services after the amendments have been disclosed will be undertaken on the amended terms.

11.7 The Contract will continue to bind the Customer in the event of death (if the Customer is a natural person) or insolvency.