

INDEPENDENT CONTRACTOR AGREEMENT

entered into between:

Immploy Recruitment Agency CC
with registration number 2009/088597/23
Herein after also referred to as "the agency"

And

_____ (date of birth: _____) with Passport/Identity
number _____
Herein after referred to as "the supplier"

TERMS AND CONDITIONS

1. ASSIGNMENT

- 1.1 The agency hereby appoints and engages the supplier who agrees to accept such appointment and acts as supplier for the duration of this agreement.
- 1.2 The agreement shall commence on _____ and automatically terminate, unless terminated earlier in terms hereof, on _____.
- 1.3 The supplier is placed with the agency's client and will supply the services required by the client to the client directly however no contractual relationship shall exist between the client and the supplier.
- 1.4 For the avoidance of doubt, these terms shall not give rise to a contract of employment between the Agency and the supplier nor between the supplier and the Client. The supplier is an independent contractor. The Agency will receive offers from Client(s) which the supplier may choose to accept at their instance.
- 1.5 The appointment of the supplier is for a limited duration and thus for a fixed term. The supplier acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The supplier further agrees that suitability shall be determined solely by the Agency and that the Agency shall incur no liability to the supplier should it fail to extend opportunities to work provided by the Clients.
- 1.6 If during the course of an appointment or within certain periods after the end of an appointment or after an introduction where no appointment took place, the Client wishes to employ the supplier directly (or assist another body to employ the supplier directly), the supplier must inform the Agency as such; and the supplier acknowledges that the Agency will be entitled to charge the Client an introduction fee.
- 1.7 The supplier agrees to indemnify the Agency from any claims or losses resulting from negligence or wilful misconduct arising from actions taken or lack thereof, by the supplier or the Client or any of its affiliates.

2. THE SUPPLIER'S OBLIGATIONS

The supplier will be expected to –

- 2.1 perform all such duties given to him by the agency;
- 2.2 comply with all directives from time to time given by the agency and comply with all rules and regulations from time to time laid down by the agency;
- 2.3 abide by bone fide work practices in its relationship with the company and/or its member;
- 2.4 devote the whole of his/her time, attention and abilities during business hours to the discharge of his/her duties;
- 2.5 carry out his/her duties in a proper, loyal and efficient manner;
- 2.6 subject him/herself to searches or any other investigations carried out by the agency from time to time in respect of issues relating to safety, security, discipline and loss control.
- 2.7 If the supplier is unable to attend to his/her booked shift or Assignment he/she shall inform the Client and the Agency as soon as possible and no later than 48 hours before the start of a shift of less than 1 week, or 1 week notice for an Assignment longer than 1 week. If

- he fails to advise the Agency verbally or in writing in the given period of time, the Agency reserves the right to charge him for loss of income to the Agency. Should the Client wish to pursue a loss of income, the action will be between the Client and the supplier, and the supplier indemnifies the Agency against any loss or liability arising in this regard.
- 2.8 Not at any time divulge to any person, nor use for his/her own or any other person's benefit, any confidential information relating to the Client's or the Agency's business affairs, transactions rates, employees or finances.
 - 2.9 At all times respect Patient confidentiality.
 - 2.10 Act in a professional and courteous manner at all times.
 - 2.11 Ensure that he/she has a minimum of R5 million indemnity insurance cover in place for all Assignments.
 - 2.12 Be responsible for the provision of any necessary equipment.
 - 2.13 Be responsible for maintaining, in full and good order, their registrations to lawfully practice.

3. PAYMENT

- 3.1 The Agency will invoice the Client on the supplier's behalf, based on the information contained in the supplier's duly completed and signed timesheet, in accordance with the provisions of this Agreement.
- 3.2 It is the responsibility of the supplier to submit timesheets to the Agency on a timely basis.
- 3.3 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of the week) the supplier shall submit to the Agency a timesheet in writing duly completed to indicate the number of hours worked for the Client during the preceding week (or such lesser period) and signed by an authorized representative of the Client and signed by the supplier.
- 3.4 All timesheets must indicate clearly the start and end times of the shift, date and duration of the shift. Any breaks taken must be clearly indicated on the submitted timesheet.
- 3.5 Failure to submit a timesheet will result in no payment to the supplier by the agency for those hours worked, and no right of recovery shall lie against the Agency for any unpaid amounts. Should the supplier not adhere to the procedures of timekeeping as above, delays in the payment to the supplier will be inevitable. The Client will only be invoiced on behalf of the supplier for a supplier's shift once the Agency has received the representing timesheet from the supplier, and in accordance with the details contained in this timesheet.
- 3.6 For the avoidance of doubt the supplier's working time shall only consist of those periods during which he/she is carrying out activities or duties as part of the Assignment. For these purposes, time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the supplier's working time.
- 3.7 The agency will receive payments from the client on behalf of the supplier and will pay the amount so received, less its administration fee, to the supplier.
- 3.8 The supplier shall be responsible for accounting to the appropriate authorities for his/her income tax or any other money required to be paid in terms of legislation, or any other law.
- 3.9 The supplier hereby indemnifies the agency against all losses, claims, liabilities, damage or expense which the agency may suffer as a result of, or which may be attributable to, any liability of the agency for taxation in respect of payment made in terms of the agreement. For these purposes "taxation" includes SITE and PAYE, all other forms of duties or taxation, taxation in respect of any assessment of taxation and any penalties or interest.
- 3.10 This agreement does not create any expectation of guaranteed permanent employment or increases in remuneration. Any remuneration increases or reviews are solely within the discretion of the agency in negotiation with the client. The supplier may approach the agency to consider an increased fee in which event the agency will reasonably consider the request without any expectation that the request will be granted. In exercising its discretion, the agency will take the supplier's performance into account, as well as the financial situation of the agency and its ability to pay such increase.
- 3.11 Should the agency sustain any losses as a result of including, but not limited to, the supplier's negligence, he/she agrees that such losses may be deducted from his payment due.

4. TERMINATION

- 4.1 Save as is provided for otherwise in this agreement, notice of one calendar month must be given by either party in order to terminate this agreement.
- 4.2 It is specially recorded that the Agreement may be summarily terminated if at any stage the supplier is guilty of fraud, wilful default, gross negligence, gross incompetence or other serious misconduct whilst rendering the service to the Client or the agency.
- 4.3 Notwithstanding anything contrary, whether express or implied in the Agreement, the supplier specifically agrees and acknowledges that:
- 4.3.1 the agency's right to terminate this Agreement shall be regulated by this Agreement and the Law of Contract alone;
- 4.3.2 the supplier is not "an employee" as defined in any South African legislation;
- 4.3.3 the provisions relating to dismissal or the residual unfair labour practice provisions contained in the Labour Relations Act, 66 of 1995 (as amended), shall not be applied directly or indirectly, to this Agreement;
- 4.3.4 a valid and lawful termination of this Agreement shall be deemed to constitute a "fair dismissal" of the service provider for any and all purposes; and
- 4.3.5 upon termination of this Agreement for any reason, he/she will not be entitled to, nor will he/she claim, any unfair dismissal, expectation of renewal of the agreement, retrenchment, discontinuation or severance benefits, irrespective of the circumstances giving rise to any such claim.
- 4.4 The supplier agrees further that at termination only monies that have fully accrued to him/her as at date of termination, will be payable to him/her despite any partial accrual thereof.
- 4.5 The supplier must inform the Agency immediately if offered any employment or engagement by the Client or any third party to whom he/she is introduced to by the Agency and is also required to provide the Agency with details of any remuneration offered. The supplier shall not have any dealings with the Client or that third party without informing the Agency. Should the supplier fail to do so, this shall constitute grounds for summary termination and the Agency shall recover from the supplier any commissions it would have earned.
- 4.6 Any supplier who is not a South African citizen must have an appropriate work permit and HPCSA registration in order to accept or undertake any Assignment. Failure amounts to immediate grounds for termination without notice.

DISPUTE RESOLUTION

- Any dispute arising from or in connection with this Agreement shall (with the exception of urgent relief claimed from a court of competent jurisdiction);
- 5.1 in the first instance be referred to mediation acceptable to both parties; and
- 5.2 failing resolution by mediation, shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators appointed by the Foundation; and
- 5.3 the costs of such mediation and arbitration shall be shared by both parties, unless otherwise ordered by the arbitrator.

6. THE SUPPLIER HEREBY AGREES:

- 6.1 To carry out the Assignment within the expected standards.
- 6.2 To have the necessary competencies within his/her scope of practise.
- 6.3 To have valid and appropriate professional indemnity insurance cover in place for any and all Assignments undertaken; and further agrees not to accept or undertake an Assignment without ensuring that such cover is in place.
- 6.4 To indemnify the Agency and any of its Clients from any claims or losses from a third party and all costs or legal expenses in regards to such claim for loss or damage resulting from death, injuries or ailment of any person, or the damage of property of the Agency or its Client(s) or any other person that may result from or be related to the execution of the Candidate's duties on assignment.
- 6.5 To indemnify the Agency from any claims or losses resulting from negligence or wilful misconduct arising from actions taken or lack thereof, by the supplier or the Client or any of its affiliates.

- 6.6 Any monies owed to the Agency resultant of this or any altered agreement may be offset against any monies owed to the supplier for other assignments successfully completed.
- 6.7 To inform the Agency when an introduced Client approaches the supplier for further positions or permanent placement.
- 6.8 To ensure that all the supplier's required registrations for all applicable boards are up to date. The supplier shall inform the Agency immediately should there be any change in his/her registration status.
- 6.9 To disclose to the Agency whether the supplier has ever been dismissed by the Western Cape Government: Health (WCGH), or any other provincial or national Department of Health on account of misconduct. To disclose to the Agency whether he/she has a criminal record. The Agency may do a criminal record check of the supplier along with any other required checks deemed necessary by the agency or any of its Clients. The cost of such checks will be for the supplier's account and will be communicated to the Candidate by the Agency.
- 6.10 To complete an MIE Personal Credential Disclosure Form should it be required by the Client or requested by the Agency.
- 6.11 To provide the Agency with a police clearance certificate should it be required by the Client or requested by the Agency.
- 6.12 To give permission for the Agency to share with its holding company any personal information provided by the supplier to the Agency. This contract establishes the Agency as the agent of the Candidate in relation to potential employment of the supplier by a Client; or any third-party introduction facilitated by the Agency.

7. GENERAL

- 7.1 This agreement constitutes the sole record of the agreement between the parties in regard to the subject matter thereof.
- 7.2 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 7.3 No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 7.4 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which may arise in the future.

8. SEVERABILITY

- 8.1 All provisions of this agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this agreement shall remain of full force and effect. The parties declare that it is their intention that this agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

INDEPENDENT CONTRACTOR SIGNATURE Signed at (Place) on this (Day) of (Month) and (Year)

AGENCY Duly authorised on behalf of Immploy Recruitment Agency CC