TERMS OF TRADE - Provision of Dental Candidates



Parties of the Contract

Name of Client Practice ("the Client")

LANZ.Dental Limited ("the Agency").

Objective of Agreement

and

The Client has engaged the Agency to provide skilled support for their Dental Practice and in return for the Agency successfully providing suitably skilled staff, the Client will pay the relevant fees as detailed in this document.

Both Parties Agree as follows:

Scope of Services

The Agency will identify appropriate persons based on the requirements of the Client for the positions of Dentist, Specialist, Hygienist, Oral Health Therapist, Dental Assistant, Receptionist, and/or Practice Manager.

After appropriate in-house assessments of the relevant skills and/or screenings, the Agency will provide resumes of shortlisted appropriate candidates to the Client for their review.

Based on the Client's input, the Agency will arrange for candidate interviews with the Client's personnel.

To facilitate the above the Client will provide the Agency with a list of clinical and people skill requirements, remuneration offered, as well as any specific conditions of the job.

The Client also agrees to:

- Provide detailed feedback on the candidates forwarded by the Agency
- Immediately advise the Agency of any duplication of candidates (i.e. The Client is already interviewing or negotiating with a specific named candidate)
- Advise the Agency of the terms of any offer of engagement made to the candidate by the Client
- Advise the Agency of the acceptance of an offer of engagement by a candidate and the total remuneration
 package agreed with a candidate who accepts an offer, along with documentary evidence as requested by
 the Agency
- Advise the Agency as soon as the position is filled, either by the Agency or the Client

Confidentiality

Both the Agency and the Client will always keep the information provided by each other in complete confidence.

Fees

The Client must pay the placement fee if the Agency introduces a candidate to the Client or where a candidate is engaged as an employee or contractor within 12 months of an introduction by the Agency. For the avoidance of doubt this includes when a candidate is initially rejected by the Client or where the candidate initially rejects and offer, but is subsequently engaged for this position or a different subsequent position.

Upon selection of the candidate recommended by the Agency, the Client will pay the Agency for the services as outlined below.

- Part time is 20 hours or less / Full time is more than 21 hours
- Junior is less than 4 years' experience / Experienced is more than 4 years' experience
- All fees are in NZD and exclude GST
- All payments are to be made per our <u>Terms and Conditions</u>, referred to on the LANZ.Dental website.



Locum/fixed term placements

A locum or fixed term placement is for a temporary placement up to a maximum duration of 12 months. The Agency fee is 4% of a locums' monthly gross turnover, with a minimum monthly fee of \$200 and a maximum fee of \$860.

Or

Permanent Placements

A permanent tenure is considered one (1) year and greater.

Permanent placements	Total full fee
Part time Junior Dentist	\$5,100
Full time Junior Dentist	\$7,680
Part time Experienced Dentist	\$6,420
Full time Experienced Dentist	\$9,120
Part time Specialist	\$7,640
Full time Specialist	\$10,320
Part time Hygienist/Oral Health Therapist/Ortho Auxiliary	\$4,200
Full time Hygienist/Oral Health Therapist/Ortho Auxiliary	\$5,520
Dental Assistant/Receptionist/Ortho Assistant	\$3,300
Dental Technician	\$4,560
Clinical Dental Technician	\$5,820
Practice Manager	\$4,560

Our standard payment terms for a permanent placement are the Client will pay the Agency the total full fee within seven (7) days of the invoice issue date.

When the Agency supplies a locum then the Client will be invoiced at the end of each month. The Client must provide the gross revenue for the candidate for that month, by the next working day following the end of the month.

* Only by prior agreement with the Agency, may there be a special arrangement when a Client can pay the permanent placement fee in 12 monthly instalments. In these circumstances there will be an initial one off placement fee of \$500 which will be charged on the candidates first day of employment and is in addition to the 12 monthly payments. The Agency will only charge the Client for the time a candidate is employed by them. The Agency will charge a maximum of the total full fee (even if the candidate stays on after the initial 12 months for a much longer period of time).

Where the Client instructs the Agency to arrange specific advertising, third party services, or any services other than supply of curriculum vitae and candidate shortlist, the Agency may invoice the Client for all costs associated with the additional services.

All requisitions, requests and work-related communication from the Client will be in writing via email.

If any Dental professional recruited through the Agency:

- leaves the Client during the first 12-month period, the Agency shall only invoice up to the month of departure and pro-rate any part month, if applicable.
- increases/decreases their work hours, ceases to work in the practice, is promoted to a more senior position, or purchases all or part of the practice, the Client shall advise the Agency of the same, to ensure invoicing of the Dental professional's time is amended accordingly.
- purchases your practice within the first 36 months of their placement with the Client, the Agency will charge a 3% commission fee on the sale price.



The Client will not hire or solicit, for themselves, the employment of the Agency's candidate without mutual consent during the period of agreement and within 12 months of the last date on which the candidate completed an engagement for the Client.

Termination

Both parties may terminate this Agreement at any time for any reason upon written notice of one month to the other party, with the Client making payment of any outstanding fees owed.

Amendments

The Agency reserves the right to change and/or supplement these Terms from time to time by giving written notice to the Client.

By signing this document, you agree to these LANZ.Dental Limited Terms of Trade.