

---

# Assistant agreement

**Fowosere Pty. Ltd.**  
ATF:Wollombi Medical Practice  
**(Principal)**

Dr.Anecito Mantilla  
**(Assistant)**

**Date: 20<sup>th</sup> February 2011**

# Assistant agreement

# Assistant agreement

## Details

---

### Parties

---

<b>Principal</b>	Name	Fowosere Pty. Ltd.(ATF. Wollombi Medical Practice)
	ABN	56446794624
	Address	83 Wollombi Medical Practice, Cessnock.
	Telephone	02-49904833
	Fax	02-49914822

---

<b>Assistant</b>	Name	Dr.Anecito Mantilla
	ABN	Not Applicable
	Address	Unit 4/90,Teralba Road,Adamstown,NSW 2289
	Telephone	0439383622
	Fax	

---

<b>Date of Agreement</b>	20 <sup>TH</sup> February 2011
--------------------------	--------------------------------

---

## Terms

### Introduction

---

- A. The Principal carries on a general medical practice (*Practice*) at 83 Wollombi Road, Cessnock, 2325 (Premises).
- B. The Principal wishes to employ the Assistant as a medical practitioner.
- C. The Assistant is a registered medical practitioner and has agreed to be employed as a medical practitioner by the Principal on the terms set out in this Agreement.

### It is agreed

#### 1. Interpretation

---

- 1.1. In this Agreement, unless otherwise indicated by the context:
  - (a) *Business Day* means a day that is not a Sunday, public holiday or bank holiday in Sydney.
- 1.2. In this Agreement, unless otherwise indicated by the context:
  - (a) words importing the singular include the plural and vice versa;
  - (b) headings are for convenience only and do not affect interpretation of this Agreement;
  - (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
  - (d) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
  - (e) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
  - (f) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
  - (g) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;

- (h) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and
- (i) a reference to a body, whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### **2. Principal employs the Assistant**

---

- 2.1. The Principal employs the Assistant as a medical practitioner from 20th February until terminated pursuant to clause 9.
- 2.2. The employment period referred to in clause 2.1 includes a 6 month probationary period which may be terminated by either party at any time during that probationary period upon giving to the other 7 days written notice of the termination.
- 2.3. Subject to this Agreement, the Assistant may carry out his obligations in attending and treating patients of the Practice under this Agreement without direction from the Principal.

### **3. Obligations of the Assistant**

---

- 3.1. The Assistant:
  - (a) is and will remain, at his own expense, a registered medical practitioner registered under the applicable registration Act in force from time to time;
  - (b) will observe all the laws and customs of the medical profession;
  - (c) will act in a professional manner;
  - (d) is and will remain, at his own expense, a member of a medical defence organisation;
  - (e) will attend at the Premises to attend to and treat the patients of the Practice for a minimum of 10 sessions of 4 hours each week;
  - (f) will endeavour to maintain and promote the Practice;

- (g) will give to the Principal records and accounts of all professional visits made, services rendered, patients attended and other business conducted by the Assistant in connection with the Practice;
  - (h) will account to the Principal for all money that the Assistant pays or receives in connection with the Practice;
  - (i) will not conduct any medical practice or give any medical treatment or advice, whether gratuitously or for reward, on the Assistant's own account except with the prior approval of the Principal;
  - (j) will, at his or her own expense, provide and maintain in good working order a comprehensively insured motor vehicle for his or her own use in connection with the performance of his or her duties under this Agreement;
  - (k) will not disclose any information relating to the Practice or the Principal except to any person to whom disclosure is required by law. This sub-clause survives the termination of this Agreement; and
  - (l) subject to clause 3.2, will comply with all reasonable and lawful directions of the Principal.
- 3.2. The Assistant authorises the Principal to confirm the currency of the Assistant's registration under clause 3.1(a) and membership under clause 3.1(d).

#### **4. Equipment**

---

The Principal must provide all surgical instruments, medicines, drugs, dressings and other consumables necessary for the Assistant to carry out his duties under this Agreement.

#### **5. Remuneration**

---

- (a) Until this Agreement is terminated, the Principal must pay the Assistant salary ,weekly which shall be 56 % of fees generated by Assistant.Please note that this pay includes your all your leave entitlements as in clause 6.
- (b) Superannuation will be made into Assistant's chosen superannuation fund(this will be 9% of Assistant's salary).
- (c) Your salary will be reviewed from time to time based on your performance.

# Assistant agreement

---

## 6. Leave

---

The Employee may take (in accordance with applicable legislation):

Your leave entitlements have been calculated and included in your salary.

- (a) annual leave;
- (b) personal leave (including sick leave, carer's leave and compassionate leave);
- (c) parental leave; and
- (d) long service leave.

## 7. Confidentiality

---

7.1. The Assistant must not disclose any information relating to the Practice, the Principal or the Principal's family, patients or affairs except to any person to whom disclosure is required by law.

7.2. This clause survives the termination of this Agreement.

## 8. No partnership relationship

---

The parties are not in partnership.

## 9. Termination

---

9.1. The Principal may immediately terminate this Agreement by notice in writing to the Assistant if the Assistant is guilty of serious misconduct.

9.2. Subject to clauses 2.2 and 9.3, either party may terminate this Agreement upon giving notice as set out below:

Employees continuous period of service with the Employer	Period of Notice	Period of Notice (where employee is over 45) *
Not more that 1 year	1 week	2 weeks
More than 1 year, not more than 3	2 weeks	3 weeks
More than 3 years, not more than 5	3 weeks	4 weeks

## Assistant agreement

---

More than 5 years	4 weeks	5 weeks
-------------------	---------	---------

\*Employee must also have completed at least 2 years continuous service with the employer at the end of the day the notice is given

- 9.3. The Principal may terminate this Agreement by payment, instead of notice, of the amount the Assistant would receive during the relevant period of notice set out in clause 9.1

### 10. Restrictive covenant

---

- 10.1. After termination of this Agreement, the Assistant must not act as a general medical practitioner or in any way be involved in a general medical practice within the radius of 20 kilometers of the Premises for the period of 3 years from the date of termination of this Agreement, without the prior written consent of the Principal.

- 10.2. Without limiting clause 10.1, the Assistant must not, for the period of 3 years from the date of termination of this Agreement:

- (a) solicit the custom of or give any medical advice to:

- (i) any person who is a patient of the Practice as at the date of termination of this Agreement; or
- (ii) any person who was a patient of the Practice within the period of 3 years prior to the date of termination of this Agreement;

except where the Assistant is under an obligation to do so under applicable medical practitioner registration laws;

- (b) influence any patient of the Practice to cease to be a patient of the Practice;
- (c) advertise, publicise or permit the advertising or publicising of the Assistant's former connection with the Principal or the Practice;
- (d) influence any partner or employee of the Principal to leave the Principal; or
- (e) do anything which may injure:
  - (i) the Principal or the Practice; or
  - (ii) the goodwill or reputation of the Principal or the Practice.



## 11. Notices

---

- 11.1. A notice or other communication required or permitted to be given by one party to another must be in writing and:
- (a) delivered personally;
  - (b) sent by pre-paid mail to the address of the addressee specified in this Agreement; or
  - (c) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.
- 11.2. A notice or other communication is taken to have been given (unless otherwise proved):
- (a) if mailed, on the second Business Day after posting; or
  - (b) if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- 11.3. A party may change its address for service by giving notice of that change in writing to the other parties.

## 12. Waiver or variation

---

- 12.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 12.2. The exercise of a power or right does not preclude:
- (a) its future exercise; or
  - (b) the exercise of any other power or right.
- 12.3. The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

## 13. Governing law and jurisdiction

---

- 13.1. This Agreement is governed by the laws of New South Wales.

## Assistant agreement

---

- 13.2. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

### **14. Further assurance**

---

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

### **15. Counterparts**

---

This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.

### **16. Whole agreement**

---

In relation to the subject matter of this Agreement:

- (a) this Agreement is the whole agreement between the parties; and
- (b) this Agreement supersedes all oral and written communications by or on behalf of any of the parties.

### **17. No reliance on warranties and representations**

---

In entering into this Agreement, each party:

- (a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any person; and
- (b) has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

This clause does not apply to warranties and representations that this Agreement expressly sets out.

### **18. Severance**

---

If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

### **19. No merger**

---

Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

### **20. Consents and approvals**

---


Where this Agreement gives any party a right or power to consent or approve in relation to a matter under this Agreement, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.


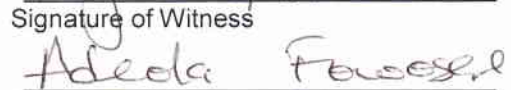
# Assistant agreement

## Signing Page


### Executed as an Agreement.

SIGNED by Dr Anecito Mantilla in the presence of:

  
Signature DR ANECITO MANTILLA  
6/4/2011


  
Signature of Witness 6/4/2011  
  
Name of Witness Adeola Fowosere

EXECUTED for and on behalf of 56446794624 (ABN) in accordance with Section 127(1) of the Corporations Act 2001 by authority of the Directors:

  
Signature of Director 6/4/2011

ADEOLA FOWOSERE

Name of Director

  
Signature of Director/Secretary 6/4/2011

DR.O.O.FOWOSERE

Name of Director/Secretary