

Application for credit terms for the purpose of the provision of medical billing services provided to the applicant by KB Medical Pty. Ltd. trading as BillingPlus

### CLIENT DETAILS

<b>Company name</b>	
<b>ABN / ACN</b>	
<b>Address 1</b>	
<b>Address 2</b>	
<b>Contact person</b>	
<b>Title</b>	
<b>First name</b>	
<b>Last name</b>	
<b>Phone</b>	
<b>Email</b>	

### AUTHORITY FOR PAYMENT BY CREDIT CARD

<b>Date</b>			
<b>Cardholder Name (as appears on card)</b>			
<b>Card Type</b>	Visa	Mastercard	American Express
<b>Card Number</b>			
<b>Expiry Date</b>	/	<b>CVC</b>	

I have read and agree to the terms of the agreement overleaf and hereby authorise KB Medical Pty. Ltd. to debit my card account accordingly.

---

**CARDHOLDERS SIGNATURE**

## TERMS AND CONDITIONS

### A. In these terms:

- (a) “you” (and “your”) means the medical practitioner and service company (if any) named in the attached application form being the medical practitioner to whom the services are provided by us;
- (b) “we” and “us” (and “our”) means KB Medical Pty Ltd ACN 161 708 096 as trustee for the KB Medical Administration Unit Trust trading as Billing Plus of Level 1, 766 Elizabeth Street MELBOURNE in the State of Victoria;
- (c) “services” means the services provided by us for you; and
- (d) “terms” means these and any additional or amended terms of trade which apply to the services which we provide for you.

### B. By signing the application form, you accept these terms and conditions and our privacy policy, and you request us to:

- (a) Make medical claims on your behalf with the Department of Human Services (Human Services) and/or private health insurers through the Electronic Claim Lodgement and Information Processing Service Environment (ECLIPSE); and/or
- (b) Process credit card payments on approved credit card forms that you submit to us.

### C. You agree as follows:

- (a) You grant us full authority to act as your sole billing agent and to use the information you supply to us to submit medical claims and process credit card payments on approved credit card forms that you provide us.
- (b) We may accept verbal instructions, as authorised by you, where any information provided by you is unclear or requires clarification. Our note or record of the conversation shall, in the absence of contravening evidence, be *prima facie* evidence of the conversation.
- (c) You warrant and repeat the warranty at each time you submit a claim/request for payment that:
  - (i) all information provided by you is true and correct in every particular; and
  - (ii) you authorise and direct us to make a claim on your behalf; and
  - (iii) you have obtained each patients consent to collect personal information about them including any sensitive information and health information that will be provided to us for the purpose of providing services to you; and
  - (iv) you have advised each patient that their personal information may be provided to us for the purpose of providing the services to you; and
  - (v) you will keep all security information confidential and secure and notify us immediately if there is a breach of security that may affect the provision of services under this agreement.

- (d) It remains your responsibility to validate patient eligibility every time you submit a claim with us.
- (e) We charge you a rate agreed with you plus GST on the total amount of billings received by you for the previous month. A further merchant fee of 3% plus GST applies where patient fees are collected on your behalf through our merchant facility.
- (f) We charge a one-off fee of \$200 plus GST for processing of registration paperwork with Medicare and all Private Health Funds
- (g) We reserve the right to charge an administration fee for the processing of any back billing which may be necessary. Any fee will be agreed upon prior to action.
- (h) You irrevocably consent to us:
- i. processing our payment on your credit card directly upon receipt of a successful claim and/or receipt of a credit card payment; and
  - ii. applying any funds we receive on your behalf through credit card payments towards the satisfaction of any debt you may have with us.
- (i) Time is of essence in your payment obligations to us. We may cease performing our services to you without further notice if your credit card is declined at any time and, if this occurs, you will have no further claim or right against us.
- (j) We will issue you with a tax invoice as soon as practicable after we:
- i. Receive a remittance advice from Human Services and/or the relevant private health insurer (if applicable);
  - ii. Receive a patient's credit card payment (if applicable), noting that remittances to you will be made on a monthly basis in accordance with the relevant credit card billing cycle; and
  - iii. Successfully process your payment.
- (k) This agreement is for an initial term of one (1) year and shall be automatically renewed annually upon its expiration. If either party would like to terminate this agreement at any time, that party must first give the other party at least 60 days' notice in writing prior to the expiry of the then current term.
- (l) Either party may terminate this agreement immediately if the other party substantially breaches this agreement (including a failure to pay moneys when due), and has failed to rectify the breach within 14 days of receiving a written notice setting out details of the breach and the required steps to rectify it.
- (m) You must at all times comply and, where applicable, procure your employees to comply with all applicable laws, regulations, and governmental requirements.
- (n) You must, at your sole cost and expense, maintain appropriate insurance in accordance with generally accepted industry standards.

(o) Except for individual patient records, intellectual property in all data, reports and other information supplied by us to you under or in connection with this agreement or created by us in connection with this agreement is owned by us. For the duration of this agreement, we grant you a limited licence, revocable at will, to use such intellectual property for any purpose connected with this agreement. You grant us a licence to use the intellectual property in any information you supply to us in connection with this agreement for the purposes of this agreement.

(p) Unless otherwise stated in this agreement:

i. any amounts payable under this agreement are calculated or expressed exclusive of GST;

ii. if GST is or becomes payable to the Australian Taxation Office by either party in relation to a supply under this agreement, the recipient of that supply must pay to the party making that supply an amount equal to the GST;

iii. the recipient is not obliged to pay any GST to the supplier unless a valid tax invoice has been issued;

iv. each party agrees to do all things, including providing invoices, adjustment notes or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this agreement or in respect of any supply under this agreement; and

v. for the purposes of this clause (xvi), terms which, are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the meaning given to them in that Act.

(q) A party must keep the terms of this agreement, any negotiations and information relating to this agreement and any other information passing between you and us (together, "information") confidential except where:

i. the disclosure of information is necessary for the performance of this agreement;

ii. the third party is a representative of, or professional adviser to or insurer or financier of a party and that representative, professional adviser, insurer or financier has agreed to keep the information confidential;

iii. the disclosure is necessary or desirable (in the reasonable view of the disclosing party) under the rules of the Australian Stock Exchange or by law or by the regulations of any government or government agency having jurisdiction over the party concerned; or

iv. the information is in the public domain other than by reason of a breach of this clause.

(r) To the extent to which we can exclude such liability at law, we:

i. do not give any warranty or undertaking or make any representations about the services other than as set out in these terms and conditions;

ii. exclude all implied conditions and warranties in relation to the services; and

iii. will not be liable for any cost, expense, claim, liability, damage and action that you may suffer by reason of any non-supply or failure of, or interruption to, (either total or partial) the provision of the services by us to you, and in all circumstances our liability for the services is, at our option, limited to refunding the price of the service in relation to which a breach occurred or providing that service again; however:

iv. notwithstanding the foregoing, you may have rights under the Australian Consumer Law including in relation to consumer guarantees. Our liability for a breach of a condition, warranty or guarantee implied by chapter 3, part 3-2, division 1 of the Australian Consumer Law (**ACL**) is limited to:

a. the supplying of the services again; or

b. the payment of the cost of having the services supplied again, or

c. in the case of supply of goods, to the replacement or repair of the goods or the cost of same.

(s) You use our services at your own risk and you release us from and indemnify us against all costs, claims, damages, losses or liabilities of any kind (including legal costs and disbursements in defending or settling the claim giving rise to same) however suffered or incurred by us by virtue of the provision of the services or any breach of this agreement by you, except to the extent arising from our gross negligence and/or deliberate fault, and except to the extent that such liability cannot be excluded by law

(t) You irrevocably appoint us to act as your attorney in respect of the actions specified in clause B during the term of this agreement.

(u) The rights and obligations under clauses (o) and (p) survive the termination of this agreement.

(v) A waiver by us of any one breach of these terms by you does not operate as a waiver of any other breach or our rights.

(w) These terms are the only terms which apply to our dealings with you. Any variation of this agreement must be in writing and be signed by both parties.

(x) We may assign our rights under this agreement without reference to you or need for your consent, unless the assignment will cause detriment to you in which case we will not so assign without your consent. In any event, we will inform you if such assignment occurs. Your rights under this agreement are non-assignable without our consent. You should contact us if you wish to assign your rights to another entity, for any reason.

(y) If any provision of this agreement is held to be invalid in any way or unenforceable, the remaining provisions will not in any way be affected or impaired.

(z) A written communication required by this agreement, by a party to another may be given to them by being: delivered personally; or posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or sent by email to their email address, when it will be treated as received on that day.

(za) This agreement is subject to the law of the State of Victoria.

(zb) Nothing in this agreement will be construed as creating a relationship of employer and employee, or agent and principal (except where provided otherwise in this agreement expressly or by necessary implication). or partnership. or any relationship other than that of independent contractors between you and us.

(zc) Where “you” or “your” comprises two or more persons, such persons are bound to this agreement on a joint and several basis.