

Last updated 7 September, 2023

This Deed is made on the date set out in Item 1 of Schedule 1 between QuickFee Australia Pty Limited ACN 135 670 674 of 4.07 Norwest Central, 10 Century Circuit, Norwest NSW 2153 (QuickFee or Our)

And the party set out in Item 2 of Schedule 1 (Practice or You)

And the party set out in Item 3 of Schedule 1 (Guarantor).

- A. QuickFee is willing to assist the Practice to manage its accounts receivable by providing the Service (as defined below) from time to time.
- B. QuickFee is willing to enter into this Deed with the Practice and advance to Clients of the Practice loans to pay the Approved Invoices (as defined below) on the terms and conditions set out in this Deed.
- C. The Guarantor agrees to guarantee all of the Practice's obligations under this Deed including the obligation imposed on the Practice to purchase the Client Loan (as defined below) from QuickFee pursuant to a Put Option Right (as defined below).

1. INTERPRETATION

1.1 These meanings apply unless the contrary intention appears.

Affiliate means:

- (a) with respect to a natural person:
 - (b) their spouse or domestic partner;
 - (c) their parent, sibling or child by blood or adoption (relative);
 - (d) any relative of their spouse or domestic partner;
 - (e) any spouse or domestic partner of their relative;
 - (f) any legal entity, partnership or trust Controlled by one or more of the persons named in paragraphs (a)(i) to (a)(iv);
 - (g) the executor of their estate; and
 - (h) a trust or superannuation fund for the benefit of persons referred to in paragraphs (a)(i) to (a)(v); and
- (i) any Related Entity;
- (j) with respect to a body corporate:
 - (k) any Related Body Corporate of it;
 - (l) any director of it or any director of any Related Body Corporate of it; and
- (m) any person (including where that person is a natural person, that person's Affiliates under paragraph (a)) that directly or indirectly:
 - (n) Controls;
 - (o) is Controlled by; or
 - (p) is under common Control with, that body corporate.

Approved Invoice means a Client Invoice or an Upfront Payment Agreement that QuickFee has approved for financing by way of Client Loan.

Business Day means any day other than a Saturday, Sunday or public holiday in Sydney, New South Wales

Claim means any allegation, debt, cause of action, Liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or an ascertained, actual or contingent, whether at law, in equity, and statute or otherwise.

Client means any person, other than an Affiliate of the Practice or the Guarantor, to whom the Practice provides or proposes to provide professional services.

Client Loan means a loan made by QuickFee to a Client to enable the Client to pay an Approved Invoice.

Client's Bank Account means the bank account set out by the Client in the direct debit authority.

Client Invoice means properly rendered invoices by the Practice for the benefit of its Clients which must include:

- (a) the description of the services provided by the Practice to the Client;
- (b) the date the Practice's services were provided to the Client which must not be a date greater than 12 months from the date the Practice was engaged by the Client;
- (c) the duration of the services provided to the Client; and
- (d) the fees charged to the Client by the Practice.

Confidential Information means the financial statements (including without limitation, the profit and loss account however described and the balance sheet however described) of the Practice together with any notes

thereto related to the business of the Practice and the processes, knowhow and/or methodologies of QuickFee to which the Practice is exposed through the use of the Service.

Controls has the meaning set out in the Corporations Act and Controlled has a corresponding meaning.

Corporations Act means the Corporations Act 2001 (Cth).

Default means the failure of the Practice or the Guarantor to comply with any term of this Deed.

Deed means this deed including the recitals, any schedules and any annexures.

Instalment means the monthly instalments to be paid to QuickFee by the Client, the Practice or the Guarantor as the case may be pursuant to a client payment plan created by QuickFee.

Instalment Payment means the relevant Client Loan, any interest, dishonour fees or administrative fees under the client payment plan generated by QuickFee or any other reasonable fees that may be determined by QuickFee from time to time following reasonable advance written notification to the Client.

Liability means any liability or obligation (whether actual, contingent or prospective), including for any loss irrespective of when the acts, events or things giving rise to the liability occurred.

Outstanding Amount means the amount as determined by QuickFee to be uncollected in respect of the Instalment Payments.

Practice's Account means the primary business bank account in use by the Practice and specified initially by the Practice in the Direct Debit Request attached hereto or as otherwise varied from time to time with QuickFee's prior written approval.

Put Option Right has the meaning set out in clause 4.1.

Related Body Corporate has the meaning set out in the Corporations Act.

Related Entity has the meaning set out in the Corporations Act.

Service means the service provided by QuickFee of financing the Practice's Approved Invoices.

Total Outstanding Instalments Amount means the amount that is the sum of all Instalments that are unpaid pursuant to a client payment plan created by QuickFee.

Upfront Payment means the amount requested by a Practice to be pre-paid into its trust account in respect of an Upfront Payment Agreement.

Upfront Payment Agreement means a duly executed and exchanged costs agreement between the Practice and the relevant Client in a form satisfactory to QuickFee pursuant to which the Client is required to lodge funds in the Practice's trust account to cover the payment of fees for services to be provided by the Practice, and which specifies:

- (a) the amount to be placed into the Practice's trust account (being the Upfront Payment);
- (b) the description of the services to be provided by the Practice to the Client;
- (c) the date by which the Practice's services are estimated to be provided to the Client which must not be a date greater than 12 months from the date the Practice was engaged by the Client; and
- (d) the fees to be charged to the Client by the Practice.

Writing includes electronic mail.

1.2 Unless the contrary intention appears, a reference in this Deed to:

- (a) a document (including this Deed) includes any variation or replacement of it;
- (b) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (d) the singular includes the plural and vice versa;
- (e) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- (f) a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- (g) a particular person includes a reference to the person's

executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

- (h) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (i) time is a reference to the time in Sydney, New South Wales;
- (j) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (k) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (l) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning
- (m) of the words to which the example relates to that example or examples of a similar kind;
- (n) if an act under this Deed to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
- (o) if an event under this Deed must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day; and
- (p) headings are for convenience only and do not affect the interpretation of this Deed.

2. TERM

This Deed will commence on the date set out in Item 1 of Schedule 1 and continue for so long as QuickFee agrees to provide the Service to the Practice and the Practice agrees to refer Clients to QuickFee pursuant to the terms of this Deed.

3. AGREEMENT

3.1 The Practice will from time to time provide Client Invoices or Upfront Payment Agreements to QuickFee for its consideration, and QuickFee may from time to time at its discretion make available to the Practice the amount of the Client Invoice or the Upfront Payment.

3.2 Upon the Practice submitting each Client Invoice and Upfront Payment Agreement to QuickFee through the online approval process or a Client choosing to use a Client Loan to pay the Practice, the Practice will also be required to if requested by QuickFee:

- (a) print or email an application with the details provided in the quotation;
- (b) ensure the Client completes and correctly executes an application;
- (c) procure any other documentation from the Client in accordance with QuickFee's requirements;
- (d) procure a signed direct debit request from each Client it refers to QuickFee in favour of QuickFee;
- (e) submit the documentation set out in paragraphs a) to d) above to QuickFee; and
- (f) provide all information required by QuickFee to comply with its obligations under the Anti-Money Laundering & Counter - Terrorism Finance Act 2006 (Cth).

3.3 QuickFee may approve or decline any Client Invoice and/or Upfront Payment Agreement submitted by the Practice to QuickFee and QuickFee will notify the Practice in Writing of its decision.

3.4 If QuickFee approves a Client Invoice or Upfront Payment Agreement, in which case it will become an Approved Invoice:

- 3.4.1 the first Instalment Payment will be deducted by QuickFee from the Client's Bank Account; and
- 3.4.2 upon QuickFee receiving the first Instalment Payment in cleared funds from the Client, QuickFee agrees to deposit the amount set out in the Client Invoice or the Upfront Payment (as applicable) to the Practice's Account within 3 Business Days from that date.

3.5 The Practice agrees that it must remit any money received from its Clients for the Approved Invoice or the Outstanding Amount to QuickFee within 7 days from the date the Practice receives such payments from its Clients.

3.6 The requirements of Clause 3.2 may be met by a Client accepting the terms of a Client Loan through an online acceptance process or the QuickFee Secure Online Payment service (which is subject to the terms of such service set out in a separate agreement where selected by the Practice) provided by QuickFee.

4. PUT OPTION

4.1 In consideration of payment by QuickFee (on behalf of the Client) to the Practice of the amount of an Approved Invoice (which the Practice acknowledges), the Practice irrevocably grants to QuickFee the right to require the Practice and/or the Guarantor to purchase the related Client Loan for the Total Outstanding Instalments Amount on the terms set out in this document (Put Option Right).

4.2 QuickFee will be entitled to exercise its Put Option Right if it:

- (a) notifies the Practice in writing:
 - (i) that the Client has failed to pay an Instalment Payment;
 - (ii) the date the Instalment Payment was due; and
 - (iii) the amount of the Instalment Payment, (Unpaid Instalment Payment); and

(b) gives the Practice 1 Business Day to make arrangements with the relevant Client to pay the Unpaid Instalment Payment and advise QuickFee to either:

- (i) redraw the Unpaid Instalment Payment from the Client's Bank Account; or
- (ii) debit the Practice's Account for the Unpaid Instalment Payment together with a direction from the Practice to QuickFee that:

(1) the Instalment Payments that have yet to fall due for payment by the Client to QuickFee will continue to be debited in instalments from the Practice's Account until all Instalment Payments have been paid to QuickFee; or

(2) it exercise its Put Option Right pursuant to clause 5 and debit the Total Outstanding Instalments Amount from the Practice's Account in one lump sum payment and reassign the Client Loan to the Practice pursuant to clause 5.3; or

(3) it debits in instalments all outstanding Instalment Payments from the Client's Bank Account.

4.3 If the payment or debit under a direction provided to QuickFee QuickFee in accordance with clause 4.2(b) is unsuccessful or fails in any way, or if the Practice fails to provide a direction to QuickFee in accordance with clause 4.2(b), the Total Outstanding Instalments Amount will become immediately due and payable by the Practice to QuickFee and QuickFee may debit the Practice's Account for the Total Outstanding Instalments Amount and reassign the Client Loan to the Practice pursuant to clause 5.3.

4.4 Where a Client fails to pay a subsequent Instalment Payment due to QuickFee on a relevant Instalment date QuickFee will follow the procedure set out in clause 4.2(b).

5. EXERCISE OF PUT OPTION

5.1 QuickFee may at any time following the procedure set out in clauses 4.2, 4.3, 4.4 and 8.3 give written notice to the Practice requiring the Practice to purchase the relevant Client Loan for the Total Outstanding Instalments Amount and take a reassignment of the Client Loan for the total Outstanding Instalments Amount. The notice must specify:

- (a) the identity of the Client;
- (b) the relevant Client Loan; and
- (c) the Total Outstanding Instalments Amount.

5.2 Immediately following the notice requirement set out in clause 5.1, QuickFee will contact the Practice by email and telephone to advise of its intention to debit the Practice's Account for the Outstanding Amount or the Total Outstanding Instalments Amount to which the notice relates.

5.3 Upon QuickFee receiving the Outstanding Amount or Total Outstanding Instalments Amount in cleared funds from the Practice the subject of the written notice under clause 5.1:

- (a) the Client Loan shall be assigned to the Practice within 7 days; and
 - (b) QuickFee will hold on behalf of the Practice (and, upon request and reasonable notice by the Practice, will deliver to the Practice) a copy of the relevant Client Loan and such information used to calculate the Outstanding Amount or Total Outstanding Instalments Amount to enable the Practice to enforce its rights as QuickFee's assignee of the Client Loan.
- 5.4 The Practice acknowledges and agrees that QuickFee has no obligation to give any notice to any Client in respect of any reassignment and transfer made pursuant to its Put Option

- Right.
- 5.5 The Practice agrees to inform its Client of the reassignment of the Client Loan immediately after QuickFee exercises its Put Option Right.
- 5.6 Rebate of Interest. Where the terms of the put option are exercised in the circumstance in clause 4.2(b)(ii)(2), any unearned interest in respect of the relevant Client Loan will not be included in the Outstanding Amount or Total Outstanding Instalments Amount.

6. COSTS

The Practice must pay or, to the extent already paid by QuickFee, reimburse QuickFee on demand for all costs, Claims and Liabilities (including legal costs on a full indemnity basis), charges and expenses incurred by QuickFee, its agents, contractors and employees in connection with QuickFee exercising its Put Option Right and otherwise in connection with the enforcement of this Deed.

7. ASSIGNMENT

- 7.1 The Practice may not assign any interest in this Deed without the prior written consent of QuickFee.
- 7.2 QuickFee may assign any interest in this Deed with out the consent of the Practice.

8. WARRANTIES AND INDEMNITIES

- 8.1 With respect to each Client Invoice and/or Upfront Payment Agreement submitted to QuickFee, the Practice and the Guarantor each warrant as follows:
- (a) In respect of a Client Invoice, that the amount of the Client Invoice represents a proper and reasonable charge for the services rendered by the Practice and that the services the subject of the Client Invoice have been properly rendered by the Practice;
- (b) in respect of an Upfront Payment Agreement,
- (i) the amount of the Upfront Payment represents a proper and reasonable estimate for the services to be rendered by the Practice to the Client pursuant to the relevant costs agreement;
- (ii) it will promptly notify QuickFee where an invoice is rendered for services to that Client and in respect of which the Practice intends to pay such invoice (in whole or in part) from the proceeds of the Upfront Payment the Practice holds on trust;
- (c) that the Instalment Payments will represent a debt outstanding by the Practice and/or the Guarantor in favour of QuickFee;
- (d) that they will not revoke QuickFee's authority to draw on the Practice's Account;
- (e) whilst ever any Outstanding Amount is due to QuickFee, the Practice will not use any service similar to that provided by QuickFee hereunder;
- (f) that they will procure its Clients not to revoke their direct debit authority while there are any Outstanding Amounts owing to QuickFee;
- (g) that the clients referred to QuickFee by the Practice are Clients; (noting that Clients exclude Affiliates).
- (h) that all information provided to QuickFee about the Practice, the Guarantor and its Clients is true, accurate and not misleading (whether by omission or otherwise) in any respect;
- (i) that the financial statements of the Practice disclose a true and fair view of the affairs, financial position and assets and Liabilities of the Practice and of the income, expenses, results of operations and cash flow of the Practice for the previous two 12 month periods preceding the Commencement Date (Accounts Date);
- (j) that since the Accounts Date there has been no material adverse change in the assets, Liabilities, turnover, earnings, financial condition, trading position or affairs of the Practice;
- (k) that they will immediately notify QuickFee, if since the Accounts Date there has been a material adverse change in the assets, Liabilities, turnover, earnings, financial condition, trading position or affairs of the Practice of greater than 10%; and
- (l) the directors or partners and guarantor have the authority of the Practice to enter into this Deed.
- 8.2 In consideration of the benefits flowing to the Practice under

this Deed and the benefits which the Guarantor receives through its relationship with the Practice, the Practice and the Guarantor unconditionally indemnify QuickFee against, and must pay QuickFee on demand the amount of, any loss, liability or expense that QuickFee may suffer:

- (a) because of a breach of any of the warranties set out in clause 8.1;
- (b) because of any breach by the Practice or the Guarantor of this Deed;
- (c) because of any breach by a Client of any of the terms of the relevant QuickFee Fee Funding Agreement or any other agreement the Client has with QuickFee to the extent that results in QuickFee not receiving any outstanding amount that is due and payable by the Client;
- (d) because of any obligations in respect of the Client Loan are unenforceable to the extent that results in QuickFee not receiving an amount that would have been payable by the Client;
- (e) if the Put Option is, or is claimed to be, unenforceable, invalid or disclaimed whether in administration, liquidation or insolvency or for any other reason including the insolvency or default of any person and QuickFee is unable to recover the full amount contemplated by the Put Option; or
- (f) the Outstanding Amount or any portion of it is not recoverable from the Client or is repaid or restored after it has been recovered.
- (g) The indemnity in this clause 8.2 extends to any money that is not recoverable:

- (i) because of any legal limitation, disability or incapacity of or affecting the Practice or the Client or any other person;
- (ii) because any transaction relating to that money was void, illegal, voidable or unenforceable;
- (iii) whether or not QuickFee knew or should have known any of the relevant matters or facts; or
- (iv) because of any other facts or circumstance.

- 8.3 A breach under the previous sub-clause will automatically entitle QuickFee to exercise its Put Option Right and require the Practice to purchase all Client Loans for the Outstanding Amounts.

9. NOTICES

- 9.1 Any notice or other communication required to be given by this Deed before a right can be exercised (notice) must be:
- (a) signed by the party giving it or by its authorised representative; and
- (b) delivered by hand or sent by registered post (air mail if sent to an address in another country) to the relevant address set out in this Deed; and
- (c) sent to the relevant email address as notified to the parties from time to time.
- 9.2 A party may change its address or email address for the purpose of notices by giving notice of that change to the other party in accordance with the provisions of clause 9.1.
- 9.3 Notices are taken to be given:
- (a) in the case of delivery by hand, when delivered; and
- (b) in the case of delivery by post, on the third (seventh, if sent to an address in another country) day after the date of posting.
- 9.4 If a notice by email is given
- (a) on a day in which business is not generally carried on in the place in which the email is received, or
- (b) after 4.00 pm (local time) on a day in which business is generally carried on in the place in which the email is received, the notice will be taken to have been given at the commencement of business on the next day in which business is generally carried on in the place in which the email is received.

10. WAIVER AND CONSENTS

- 10.1 No delay or indulgence by either party in enforcing any of the provisions of this Deed shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.
- 10.2 No waiver or consent given by a party shall be effective unless it is in writing and signed by or on behalf of that party.

11. REMEDIES

- 11.1 The rights and remedies contained in this Deed are cumulative and are not exclusive of any rights and remedies provided at law.
- 11.2 Any right or remedy which may be exercised, or any determination which may be made, under this Deed by a party may be exercised or made (or declined to be exercised or made) in the absolute discretion of that party who is not under any obligation to do so or to give reasons for its decision.
- 11.3 A party is entitled to enforce or take action in respect of, to the extent permitted by law, any breach of another party's obligations under this Deed notwithstanding the termination of this Deed.

12. FURTHER ASSURANCES

- 12.1 Each party must do and perform all such other acts matters and things as may be necessary or convenient to implement the provisions of this Deed so as to give effect to the intentions of the parties as expressed in this Deed.

13. GUARANTEE

- 13.1 In consideration of the benefits flowing to the Practice under this Deed and the benefits which the Guarantor receives through its relationship with the Practice, the Guarantor acknowledges and agrees that he or she will be jointly and severally liable to QuickFee for all the Practice's obligations under this Deed and the Guarantor guarantees to QuickFee the due and punctual payment by the Practice of all amounts that the Practice is required (or would, but for the insolvency of the Practice, be required) to pay to QuickFee under this Deed
- 13.2 The Guarantor indemnifies and undertakes to keep indemnified (on a full indemnity basis) QuickFee and hold it harmless against any Liability or Claim against QuickFee:
 - (a) for failing to comply with any of the terms of this Deed;
 - (b) by a Client; and
 - (c) by the Practice.
- 13.3 The Guarantor's obligations in this Deed are absolute, unconditional and irrevocable. The liability of the Guarantor under this Deed extends to and is not affected by any circumstance, act or omission which, but for this subclause, might otherwise affect it at law or inequity.

14. NOTICE OF DISCLOSURE

- 14.1 The Practice authorises QuickFee, at its discretion to make enquiries of a credit reporting agency in relation to the Practice and if a body corporate, its shareholders, directors and any other officer of the body corporate on the terms set out in Schedule 2.
- 14.2 The Guarantor authorises QuickFee, at its discretion to make enquiries with a credit reporting agency in relation to the Guarantor on the terms set out in Schedule 2.
- 14.3 The Practice will procure the Client to sign a notice of disclosure authorising QuickFee, at its discretion to make enquiries of a credit reporting agency in relation to the Client and if a body corporate, its shareholders, directors and any other officer of the body corporate on the terms set out in Schedule 2.

15. NONDISCLOSURE BY QUICKFEE

QuickFee agrees that it shall take commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorised use of the Confidential Information. Without limiting the generality of the foregoing, QuickFee shall take at least those measures that it takes to protect its own confidential information of a similar nature. QuickFee shall not disclose the Confidential Information, or any part thereof, except to such of QuickFee's Representatives that need to know such information for the purposes set out in Schedule 2 of evaluating the creditworthiness of the Practice and who agree in writing to be bound by the provisions of this Agreement to the same extent as QuickFee is bound hereby or are otherwise legally obligated not to disclose or use such Confidential Information in a manner at least as restrictive as the provisions of this Agreement.

16. NONDISCLOSURE BY PRACTICE

The Practice agrees that it shall not use the Confidential Information to the detriment of QuickFee and will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorised use of the Confidential Information.

17. COUNTERPARTS

This Deed may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument

18. GOVERNING LAW

This Deed is governed by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

19. NON MERGER

A term or condition of, or act done in connection with, this Deed does not operate as a merger of any of the rights or remedies of the parties under this Deed and those rights and remedies continue unchanged.

20. OPERATION OF INDEMNITIES

- 20.1 Each indemnity in this Deed survives the expiry or termination of this Deed.
- 20.2 QuickFee may recover a payment under an indemnity in this Deed before it makes the payment in respect of which the indemnity is given.

21. NO RIGHT OF SET-OFF

Unless this Deed provides otherwise, the Practice, the Guarantor and the Client do not have a right of set-off against a payment due to QuickFee.

22. NO ADVERSE CONSTRUCTION

This Deed is not to be construed to the disadvantage of QuickFee because it was responsible for its preparation.

QuickFee Secure Online Payment Service Terms

23. HOW THIS AGREEMENT WORKS

- 23.1 This part of the Agreement governs use of the QuickFee Secure Online Payments services and only applies if you have selected this service. It is a contract between You and QuickFee. It sets out the terms and conditions that apply to Your use of our Services. You agree that Your use of our Services shall constitute Your acceptance of this Agreement.
- 23.2 If You do not want to be bound by this Agreement, You must stop using our Services. The Agreement will continue to apply to Your previous use of Our Services.

24. AMENDMENTS TO THIS AGREEMENT

- 24.1 We may amend this Agreement at any time, for example if We change the functionality of Our Services or as required by law.
- 24.2 We will post any revised version of this Agreement on Our website. With the exclusion of any substantive changes referred to in clause 24.3, the revised Agreement will take effect as soon as it is posted on Our website.
- 24.3 If We make any substantive changes to this Agreement which may negatively impact Your use of Our Services in a material way, We will email You a notification. You agree to receive such notices in this way. The changes will take effect on the date specified in the mail which will be at least 30 days after We send the notification email to You.
- 24.4 Subject to clause 24.3, We may not provide 30 days prior written notice where We add new functionality to Our Services.
- 24.5 By continuing to use Our Services after any amendments to this Agreement, You agree to abide and be bound by any changes. If You do not agree with any changes We make to this Agreement, You may terminate this Agreement by closing Your account.

25. OUR RELATIONSHIP

About us

- 25.1 We act as a payment service provider. We do not have any control over, and are not responsible or liable for, the products or services paid for with Our Services.
- 25.2 We do not:
- (a) Act as a common carrier or public utility;
 - (b) Pay interest on balances kept in Our account;
 - (c) Act as an escrow agent with respect to any funds kept in Your account;
 - (d) Enter into a partnership, joint venture, agency or employment relationship with You;
 - (e) Determine if You are liable for any taxes; or
 - (f) Collect or pay any taxes that may arise from Your use of Our Services.

26. MARKETING

You agree that QuickFee may promote that QuickFee is a provider of the services to the Practice and that QuickFee may use the Practice's name, logo, and statements in its marketing and public relations material. In addition, You agree to furnish QuickFee examples and case studies on its successful use of the services, which information may be utilised by QuickFee in QuickFee's marketing, sales and public relations materials, subject to written approval by You which will not be unreasonably withheld.

27. FEES

All fees are set out in Schedule 1. You agree to pay all fees as they become due and payable and authorise the use of the Direct Debit Authority in this Agreement.

28. YOUR OBLIGATIONS WHEN YOU OPEN AN ACCOUNT

- 28.1 When using Our Services You must not:
- (a) Provide false, inaccurate or misleading information;
 - (b) Act fraudulently;
 - (c) Use our Services to provide yourself a cash advance from your Credit Card (or help others to do so);
 - (d) Be defamatory, unlawfully threatening or harassing;
 - (e) Transmit any computer viruses or malicious code;

(f) Allow anyone else to have or use your Payment Methods or password details; or

(g) Use, or attempt to use, Our Services for purposes other than sending and receiving payments and managing Your account, including tampering, hacking, modifying or otherwise corrupting the security or functionality of Our Services.

- 28.2 Our failure to act with respect to a breach by You or others does not waive Our right to act with respect to subsequent or similar breaches.

- 28.3 You authorise QuickFee to be entitled to the funds in Your account and acknowledge that QuickFee may hold or withdraw funds on Your behalf:

- (a) For risk management reasons;
- (b) To pay fees to QuickFee or a third party;
- (c) To pay another person or QuickFee as a consequence of a refund, Reversal, Chargeback or claim;
- (d) To combine the accounts You hold with Us.

29. RECEIVING FUNDS

- 29.1 If We receive a payment that has been sent through our Service to you, We will pay that amount to You when it becomes clear funds, usually less than 3 business days from receipt.
- 29.2 If You receive funds through Our Services you must pay any applicable fees for receiving the funds into Your account.
- 29.3 If We have placed a hold on a transaction we will not transfer the funds related to that transaction until the hold is released.
- 29.4 You must ensure the details of the Practice's Bank Account are correct.
- 29.5 If a transaction for which We have paid You is subsequently dishonoured, You must repay us that amount within 5 days. We can debit Your bank account to make this happen.

30. HOLDS ON FUNDS

- 30.1 We may hold funds in your account for a variety of reasons as set out below. We will notify you if We place a hold on any funds in Your account.

Why does QuickFee hold funds?

QuickFee holds funds to review and mitigate any actual or reasonably anticipated risk of Us or Our users being adversely affected.

When does QuickFee hold funds?

QuickFee holds funds when:

- We need to ensure the integrity of a transaction; or
- We believe that there is a risk associated with You and Your account.

What does QuickFee consider before holding funds?

Before holding funds, QuickFee considers:

- Information We receive from related third parties; and
- Whether the funds are related to an irregular or unusual transaction; and Other related information.

How long does QuickFee hold funds?

Holds are usually placed for 21 days. Funds may be held for longer than 21 days if:

- You receive a dispute, claim Chargeback or Reversal relating to the transaction subject to the hold: and/or
- We have taken another action permitted under this Agreement, for example if We believe there is an increased risk associated with Your account or We need you to Prove Your Identity.

We may release a hold earlier than 21 days where We reasonably believe that the relevant transaction has completed successfully.

Funds held for buyer disputes may not be released until We consider the issue resolved.

- 30.2 You will not have access to held funds until the hold is released. You direct us to make any payments, Reversals or refunds from held funds to a person entitled to them in accordance with this Agreement.
- 30.3 We may remove held funds from Your account in accordance with this Agreement.
- 30.4 Funds subject to a hold may be subject to a subsequent Reversal, Chargeback or claim, even after the hold has been released.

31. CLOSING YOUR ACCOUNT

- 31.1 Subject to clause 30.4, You can close Your account at any time by emailing applications@quickfee.com.au.
- 31.2 We may close Your account at any time, for any reason, including a

breach of this Agreement, by providing notice.

31.3 When Your account closes, any pending transactions will be cancelled.

31.4 You may not be able to close Your account where You have:

(a) A dispute in progress; or

(b) Any account restriction, limitation or hold.

31.5 Any funds We are holding for you at the time of closure, less any fees, will be paid to You at QuickFee's discretion by:

(a) Direct deposit to Your Nominated Bank Account; or

(b) A cheque mailed to the address listed in Your account.

31.6 You cannot use closure of Your account as a means of evading investigation. If an investigation is pending at the time You close Your account, We may continue to hold Your funds for up to 180 days to protect Us against the risk of Reversals. In some cases We may be prohibited by law from releasing funds or unrestricting Your account. If You are later determined to be entitled to some or all of the funds in Your account, We will release them to You.

31.7 You will remain liable for all obligations related to Your account even after it is closed.

31.8 If you close your account or QuickFee closes your account, you will return any device (if applicable) including any unused collateral provided by QuickFee.

31.9 The following clauses will survive any termination or expiry of this Agreement:

26. Fees;

29. Hold on funds;

30. Closing your account;

31. Notices;

32. Release;

34. Limitation of liability;

35. Indemnification;

36. Assumption of rights;

37. General Terms; and

38. Definitions and interpretation.

32. NOTICES

32.1 This Agreement and any other agreements, notices or other communications regarding Your account and/or Your use of our Services may be provided to You electronically. You agree to receive all communications from Us in electronic form. Communications will be posted on Our website and/or sent to your primary email address.

32.2 Except as explicitly stated otherwise, any notices to Us should be given by mail to:

QuickFee Pty Limited Suite 4.07

10 Century Circuit,

Norwest NSW 2153

32.3 Notices are deemed as given when the email enters the server of 3 Your email address. Alternatively, We may give You notice by mail to the address You have provided to Us. In such case, notice shall be deemed given 3 days after the date of mailing.

33. RELEASE

You have a dispute with one or more users, you release us, our Related Bodies Corporate, employees, agents and directors from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

34. MALFUNCTION

If the Service malfunctions and You should have been aware that Our Service was unavailable or malfunctioning, We will only be responsible for correcting errors in Your accounts and refunding any associated fees or charges.

35. WARRANTIES AND LIMITATION OF LIABILITY

35.1 We do not give any express warranty as to the suitability of Our Services.

35.2 We will use all reasonable efforts to ensure requests for electronic debits and credits involving bank accounts and Credit Cards are processed in a timely manner. We make no representations or warranties regarding the amount of time needed to complete processing.

35.3 We do not guarantee continuous, uninterrupted or secure access to Our Services.

35.4 We expressly disclaim all conditions and warranties, express or

implied, in respect of the provision of the Services. If any condition or warranty is implied into this Agreement pursuant to any legislation, and the legislation avoids or prohibits provisions in a contract, excluding or modifying the application of, or exercise of, or any liability under such conditions or warranty, the conditions or warranty will be deemed to be included in this Agreement, provided that Our liability for any breach shall, if the law so permits, be limited in Our sole discretion to (a) the re-supply of the Services, or (b) the cost of re-supply of the Services, in respect of which the breach occurred, and otherwise will be limited to the maximum extent permitted by law.

35.5 Subject to clause 33 and to the maximum extent permitted by law:

(a) we and our Related Bodies Corporate will not be liable to You for any Consequential Loss or for loss or damage of any kind resulting from or in connection with negligence or breach of a term, condition or warranty that may otherwise be implied into this Agreement, including any such loss arising out of or in connection with Our website, our Services or this Agreement; and

(b) to the extent that liability is not excluded by clause 34.1, in no event will QuickFee's liability for a claim arising out of this Agreement or Our Services (when aggregated with QuickFee's liability for all other claims arising out of this Agreement and our Service) exceed the net fees and charges paid by You to Us during the six (6) months immediately preceding the date on which the claim arises.

36. INDEMNIFICATION

36.1 You indemnify and hold Us, Our Related Bodies Corporate, officers, directors and employees harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of Your breach of this Agreement, or Your breach of any law or of the rights of a third party relating to Your use of Our Services.

36.2 You hold Us, Our Related Bodies Corporate, officers, directors and employees harmless from any losses or other damage whatsoever incurred as a direct or indirect consequence of access to Your account by Additional Users. You also indemnify Us for any harm that arises as a direct or indirect consequence of unauthorised users accessing Your account as a result of Your negligence.

37. ASSUMPTION OF RIGHTS

If We pay out any claim, Reversal or Chargeback that You file against a recipient of Your payment, You agree that We may assume Your rights against the recipient and third parties related to the payment and may pursue those rights directly or on Your behalf, in Our discretion.

38. GENERAL TERMS

Subcontracting: We may assign or subcontract certain of Our rights or responsibilities to independent contractors or other third parties at Our discretion.

39. DEFINITIONS AND INTERPRETATION

Some of the terms used throughout this Agreement are defined below to assist You with reading this Agreement.

Additional User means an individual or entity selected by the Primary Authorised User to have access to the business account.

Chargeback means a challenge to a payment that a buyer files directly with his or her Credit Card provider. The decision for a Chargeback is made independently by the Credit Card provider. We are bound to follow their instructions.

Clear Funds means an amount received by Us which has not dishonoured.

Consequential Loss means any loss, damage or costs incurred by You that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.

Credit Card means Visa, MasterCard or debit cards.

Direct Debit Agreement means the Direct Debit Request and Service Agreement which sets out the terms on which We are permitted to direct debit Your Nominated Bank Account.

Nominated Bank Account means the bank account You hold with a financial institution in Australia that You link to your account.

Payment Method means nominated Bank Account, Credit Card, account balance or any other payment method offered or accepted by QuickFee from time to time.

Primary Authorised User means the individual given responsibility to make decisions in respect of a business account on behalf of the entity that owns it.

Prove Your Identity means our process for verifying Your identity in connection with Our obligations under the anti-money laundering and counter-terrorism

financing laws and “know your customer” requirements. This process may require Us to obtain information and documentation from You.

Related Bodies Corporate means an entity controlled by or controlling QuickFee Australia Pty Limited.

Reversal means a payment that You received which QuickFee returns to the sender or another third party because:

- (a) Chargeback was received, or
- (b) The transaction was unauthorised.

Services means the payment processing services provided by Us and available through Your account.

SCHEDULE 2

NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT-REPORTING AGENCY (SECTION 18E(1) OF THE ACT 1988)

QuickFee Australia Pty Limited ABN 75 135 670 674 ("QuickFee") may give information about you to a credit reporting agency, for the following purposes:

- To obtain a consumer and/or commercial credit report about the Practice and/or the Guarantor;
- provide all information required by QuickFee to comply with its obligations under the Anti-Money Laundering & Counter – Terrorism Finance Act 2006 (Cth); and/or
- To allow the credit reporting agency to create or maintain a credit information file containing information about you.

Words defined in the QuickFee Fee Service Agreement have the same meanings in this notice. The information is limited to:

- Identity particulars – your name, sex, address (and previous two addresses) date of birth, name of employer, and drivers licence number.
- Your application for credit or commercial service – the fact that you have applied for credit and the amount.
- The fact that QuickFee is a current credit provider to you.
- Loan repayments which are overdue by more than 60 days, and for which debt collection action has started.
- Advice that your loan repayments are no longer overdue in respect of any default that has been listed.
- Information that, in the opinion of QuickFee you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations).
- Dishonoured cheques – cheques drawn by you for \$100 or more which have been dishonoured more than once.
- That credit has been paid or otherwise discharged.

PERIOD TO WHICH THIS UNDERSTANDING APPLIES

This information may be given before, during or after the provision of service to you.

STATEMENT BY APPLICANT(S)

Please read carefully before signing. Where there is more than one applicant, each applicant must sign.

1. Giving information to a Credit Reporting Agency

QuickFee has informed me that it may give certain personal information about me to a credit-reporting agency.

2. Access to Commercial Credit Information

I/we agree that QuickFee may obtain information about me/ us from a business, which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application to use the QuickFee service.

3. Access to Consumer Credit Information

I/we agree that QuickFee may obtain a consumer credit report containing information about me from a credit-reporting agency for the purpose of assessing my/our application to use the QuickFee service and for QuickFee to comply with its obligations under the Anti-Money Laundering & Counter – Terrorism Finance Act 2006 (Cth).

4. Exchange of Credit Worthiness Information

I/we agree that QuickFee may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency or with a credit assessor engaged by QuickFee for the following purposes;

- to assess an application by me/us for credit;
- to notify other credit providers of a default by me/us;
- to exchange information with other credit providers as to the status my/our account with QuickFee where I am in default with other credit providers; and
- to assess my/our credit worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

5. Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor

I/we agree the QuickFee may obtain from a credit-reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor of the Practice. I/we agree that this agreement commences from the date of this agreement and continues until the service being provided to the Practice ceases.

Executed by QuickFee in accordance with the section 127 of the Corporations Act:



Bruce Coombes
Managing Director



Simon Yeandle
Chief Financial Officer