

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, Our or Us)

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

- 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.

### 1. Interpretation

- 1.1 These meanings apply unless the contrary intention appears.

Affiliate means:

(a) with respect to a natural person:

- (i) their spouse or domestic partner.
- (ii) their parent, sibling or child by blood or adoption (relative);
- (iii) any relative of their spouse or domestic partner;
- (iv) any spouse or domestic partner of their relative;
- (v) any legal entity, partnership or trust Controlled by one or more of the persons named in paragraphs (a)(i) to (a)(iv);
- (vi) the executor of their estate; and
- (vii) a trust or superannuation fund for the benefit of persons referred to in paragraphs (a)(i) to (a)(v); and

(b) any Related Entity;

(c) with respect to a body corporate:

- (i) any Related Body Corporate of it;
- (ii) any director of it or any director of any Related Body Corporate of it; and
- (iii) any person (including where that person is a natural person, that person's Affiliates under paragraph (a)) that directly or indirectly:
  - (1) Controls;
  - (2) is Controlled by; or
  - (3) is under common Control with, that body corporate.

Approved Invoice means a Client Invoice that QuickFee has approved for financing by way of Payment Plan.

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.

Payment Plan 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) 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 pursuant to a client Payment Plan.

Instalment Payment means the aggregate outstanding in relation to the relevant Payment Plan.

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.

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

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

Schedule 1 means the online application to access the service or a completed printed version thereof.

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

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 of the words to which the example relates to that example or examples of a similar kind;
- (m) 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;
- (n) 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
- (o) 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 **Payment Plans.** QuickFee will from time to time provide services to enable Clients to pay a Client Invoice.
- 3.2 **Payment Plan Submittal Process.** Upon the Company or a Client of the Company applying to QuickFee for a Payment Plan, the Company will if requested:
  - (a) procure any other documentation from the Client in accordance with QuickFee's requirements or as QuickFee may otherwise request; and
  - (b) provide any information and/or documentation requested by QuickFee under any applicable AML, CTF or "know your Client" rules.
- 3.3 **Discretionary Financings.** QuickFee may approve or decline any Client or Client Invoice submitted by the Company to QuickFee and QuickFee will notify the Company in writing of its decision. NOTHING CONTAINED HEREIN SHALL BE DEEMED A COMMITMENT TO LEND TO THE COMPANY OR ANY OF ITS CLIENTS.
- 3.4 **Approval Process; Funding of Payment Plan.** If QuickFee decides to allow the use of the Payment Plan for the Client to pay You, QuickFee will pay the Client Invoice to You and such Client Invoice will become an Approved Invoice. The following process will then be used:
  - (a) the first Instalment Payment will be deducted by QuickFee from the Client's Credit Card;

- (b) apply such other procedures as QuickFee and its Service partners deem fit; and
- (c) upon QuickFee receiving the first Instalment Payment in cleared funds from the Client, QuickFee will deposit the amount of the Payment Plan to the Company's Account within three (3) Business Days from that date.

3.5 **Financial Information.** The Company will comply with reasonable requests from QuickFee for financial information including annual Financial Statements of the Company whilst ever this agreement is in force.

## 4. Chargebacks And Refunds

### 4.1 Refunds to Clients on Payment Plans.

- (a) If You agree to issue any Client a refund (such amount being the **Refund Amount**), you must notify Us immediately.
- (b) Where the Refund Amount is a full refund,
  - (i) You must pay us an amount equal to the Outstanding Amount; and
  - (ii) we will endeavour to cancel the remaining Instalments under the Payment Plan and reasonably cooperate with You to facilitate such refund.
- (c) Where the Refund Amount is a partial refund,
  - (i) You must pay us an amount equal to the Refund Amount; and
  - (ii) we will endeavour to update the transaction amount in the Splitit Platform and with respect to subsequent Instalments shall be adjusted rateably to reflect the partial refund.
- (d) The ability to cancel and/or adjust subsequent Instalments will depend on the notice period provided to us by You. Where You provide insufficient notice for us to adjust the next Instalment, we will reasonably cooperate with You to facilitate adjustments to amounts owing by You and/or the Client so that QuickFee does not receive in respect of the Payment Plan, an amount in aggregate greater than the Outstanding Amount.
- (e) You are solely responsible for issuing refunds of any amount that has already been paid by a Client in previous Instalments.

4.2 **Chargebacks.** Although the Service can be used to obtain Authorisations for the full amount of the Payment Plan, this does not guarantee actual payment, and the relevant Transaction, or any single Instalment, may be returned, reversed or charged back to You, like any other transaction (Chargeback). In the event of a Chargeback, You undertake to promptly resolve the chargeback with your processor. If we receive notice of a Chargeback, we will notify You accordingly and reserve the right to terminate the Authorisation and all activities regarding the relevant Transaction. Notwithstanding anything herein to the contrary, You shall be liable to Us for any Chargeback initiated by or on behalf of a Client and You shall indemnify and hold Us harmless for any damage, loss, cost or liability relating to, or resulting from, any such Chargeback.

4.3 **Effect of Chargebacks.** In the event of a chargeback, we will be unable to maintain Authorisations on the affected Payment Plan during the chargeback processing. Therefore, even if You succeed in opposing the Chargeback, we cannot guarantee processing of the remaining Instalments and take no liability to You. You will reimburse QuickFee any and all amounts due and which remain outstanding as a result of (or in connection with) a Chargeback.

## 5. Records And Information

- 5.1 **Books and Records.** You agree to maintain all records required (i) by law, or (ii) by Us, as requested by Us in writing.

- 5.2 **Ongoing Review.** We reserve the right to reassess your eligibility for use of any of the Services from time to time. This may include obtaining updated financial records, credit report authorisations or other business information as reasonably required regarding your financial condition.
- 5.3 **Release and Exchange of Financial Information.** You hereby authorise Us to release your financial information to your processor or Card Network or other financial/insurance institutions that reasonably request such information. We take no responsibility for this exchange of information and You will not have any claim against Us in this regard.

### 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 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 without the consent of the Practice.

### 8. Warranties And Indemnities

- 8.1 **Regarding Client Invoices.** With respect to each Client Invoice submitted to QuickFee, the Company warrants as follows:
- (a) that the amount of the Client Invoice represents a reasonable charge for the services rendered by the Company and that the services that are the subject of the Client Invoice have been properly rendered by the Company to a Client located in Australia in the ordinary course of its business;
  - (b) there are no setoffs existing or asserted with respect thereto;
  - (c) that the Client Invoice is not under any dispute or challenge and the Client has not indicated an intention not to pay the Client Invoice for whatever reason;
  - (d) that they will not revoke QuickFee's authority to draw on the Company's Account;
  - (e) that the clients referred to QuickFee by the Company are Clients (noting that Clients excludes Affiliates);
- 8.2 **Regarding the Company.** The Company warrants as following:
- (a) that all information provided to QuickFee about the Company and its Clients is true, accurate and not misleading (whether by omission or otherwise) in any respect;
  - (b) that it will not charge or levy a fee or expense on a Client in making the Service available to a Client;
  - (c) that the financial statements of the Company disclose a true and fair view of the affairs, financial position and assets and Liabilities of the Company and of the income, expenses, results of operations and cash flow of the Company for the previous two 12-month periods preceding the date of this Agreement (the "Accounts Date");
  - (d) 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 Company;
  - (e) 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 Company of greater than 10%; and

- (f) the persons signing this Agreement have the authority of the Company to enter into this Agreement.
  - (g) They have been introduced to this solution by QuickFee and will not access services directly from any party engaged by QuickFee for delivery of the Services and that to do so would cause QuickFee loss that would not be adequately compensated by common law damages
  - (h) no Covered Entity is a Sanctioned Person, and no Covered Entity, either in its own right or through any third party, (i) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law, (ii) does business in or with, or derives any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; or (iii) engages in any dealings or transactions prohibited by any Anti-Terrorism Law.
- 8.3 **Indemnity.** In consideration of the benefits flowing to the Company under this Agreement, the Company hereby unconditionally indemnifies, defends, and holds harmless QuickFee and its officers, employees, and agents against any Liability or Claim against QuickFee and must pay QuickFee on demand the amount of, any loss, Liability or expense that QuickFee may suffer or incur, as follows:
- (a) because of a breach of any of the warranties set out in Section 8.1 or 8.2;
  - (b) because of any breach by the Company of this Agreement;
  - (c) in connection with any refund by you to the Client;
  - (d) in connection with a Chargeback.

### 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
- 9.2 sent to the relevant email address as notified to the parties from time to time. 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. Introduction

- 13.1 You acknowledge that You have been exposed to certain technologies through Your use of the Service or the execution of this Agreement and that You will not deal directly with such technology service providers and that to do so will cause QuickFee substantial harm.

### 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 expressly provides otherwise, the Practice 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.

### 23. Amendments To This Agreement

- 23.1 We may amend this Agreement at any time, for example if We change the functionality of Our Services or as required by law.
- 23.2 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.
- 23.3 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.
- 23.4 Subject to clause 24.3, We may not provide 30 days prior written notice where We add new functionality to Our Services.
- 23.5 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.

### 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, 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.

#### 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:

- 4.1 to assess an application by me/us for credit;
- 4.2 to notify other credit providers of a default by me/us;
- 4.3 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;
- 4.4 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.

#### 4 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.

**1. Ongoing fees**

1.1 Fees for Payment Plans: 4.99% of plan value plus GST.

**2. Joining fee**

A joining fee of \$400 + GST applies only if You do not originate 2 Payment Plans for Clients within one month of being provided with access to the Service.