

Customer Terms and Conditions

of Engagement for Medpro Billing Solutions Ltd

("Medpro Ltd")

This agreement sets out the basis upon which the Customer has agreed to engage Medpro Ltd, to provide services and the basis upon which Medpro Ltd is agreeable to provide those services.

1. Interpretation

1.1 Definitions

In these Terms and Conditions unless the context requires otherwise;

"Agreement" means these Terms and Conditions and the Application Form; a copy of which is appended to these Terms and Conditions;

"Application Form" means an application form requesting the implementation of the Services which have, been, or are to be, executed on behalf of the Customer and in which the Customer has selected the Specified Services ("Specified Services" means medical billing services as described in the application, Medpro Ltd's website and/or any Medpro documentation which are made available to the Customer, including an Information Pack;

"Customer" means the customer (individual or group/ partnership) which has submitted an executed Application Form confirming acceptance of these Terms and Conditions, to Medpro Ltd;

"Intellectual Property Rights" means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or common law rights to sue for passing off, the Customer acknowledges these and any other intellectual property rights the rightful property of Medpro Ltd;

"Medpro Ltd" means Medpro Billing Solutions Limited, a private, limited liability company, bearing company registration number 474421

"Available Services" means those services, in addition to the Specified Services, that become available from time to time and are provided by Medpro Ltd.

1.2 Further Definitions

- (a) A reference to a person (including a party to this Agreement) includes a reference to that person's legal personal representatives, successors, heirs, and permitted assigns.

1.3 Headings and Captions

The section headings and captions to the clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or effect the construction, applicability, or interpretation of this Agreement.

2. Supply of Services

- 2.1 In consideration of the payment by the Customer of the Charges in accordance with clause 6, Medpro Ltd agrees to provide the Specified Services to the Customer in accordance with the terms of this Agreement.

2.2 Non Exclusivity

The parties hereby acknowledge and agree that this Agreement is a non-exclusive Agreement..

3. Warranties and Representations

- 3.1 Medpro Ltd shall ensure that the Services shall be provided by appropriately experienced, qualified and trained personnel and shall be rendered with all due skill, care and diligence.

- 3.2 Each party warrants and represents to the other party that;

- (a) It has full power and authority to execute and deliver upon the terms of this Agreement and to comply with the provisions of, and perform all its obligations and exercise all of its rights under, this Agreement; and
- (b) It shall perform its obligations and exercise its rights under this Agreement in accordance with applicable laws, save where this agreement lawfully requires otherwise.

- 3.3 Except as expressly set forth in this Agreement, all warranties, conditions, representations, statement, terms and provisions express or implied by statute, common law or otherwise are excluded to the greatest extent permitted by law.

4. Limitation of Liability

- 4.1 Save in respect of death or incapacity, caused by the negligence of either party, (i) breach of this Agreement by virtue of fraud or willful default or breach of the Data protection Acts, 1988 and 2003, Medpro s liability for any claim whether in contract, tort (including negligence) or otherwise, for any loss or damage, arising out of or in connection with this Agreement ,or otherwise, shall in no case exceed the sums paid by the Customer to Medpro Ltd in the 12 months immediately preceding the event giving rise to the claim, loss or damage. The Customer hereby indemnifies Medpro Ltd in respect of a successful claim, if any, against any excess of those sums paid, wholly and effectually.

- 4.2 In no event shall Medpro Ltd be liable for special, incidental, indirect or consequential damages including damages or costs incurred as a result of loss of time, loss of savings or loss of profits, and the Customer hereby indemnifies Medpro Ltd., wholly and effectually therefrom.

5. Customer Obligations and Responsibilities

- 5.1 The Customer shall provide Medpro Ltd with all necessary information, support and co-operation (including ensuring that employees and independent contractors of the Customer co-operate fully with Medpro Ltd) that may reasonably be required to enable Medpro Ltd to carry out its obligations under this Agreement.
- 5.2 The Customer shall be provided with access to Medpro's website in connection with the Specified Services. On commencement of the Agreement, the Customer shall be allocated a password to facilitate access to private areas of the Medpro Ltd website. The Customer may amend this password at any time. The Customer is responsible for the safe keeping and use of the password and shall be responsible for any loss or damage or breach of statutory duty, to Medpro Ltd in circumstances where an unauthorised third party obtains access to such password. The Customer shall notify Medpro Ltd forthwith in circumstances where it becomes aware of possible unauthorised access to its password or the private area of the Medpro Ltd website. The Customer undertakes to co-operate with existing and future website security features implemented by Medpro Ltd.
- 5.3 The Customer is responsible for its own computer systems, software, and facilities required to access the Medpro Ltd website.
- 5.4 The Customer is solely responsible for the content and accuracy of the data provided to Medpro Ltd in connection with the Specified Services.

- 5.5 When using Medpro Ltd's website in connection with the use of the Specified Services, the Customer shall comply with this Agreement and the website Terms and Conditions and privacy policy. A copy of the current website terms and conditions and privacy policy is attached to the Application Form, but these may be updated from time to time and will be displayed on Medpro Ltd's

website www.medpro.ie

6. Charges

- 6.1 The Charges payable by the Customer under this Agreement shall be paid by means of a commission based on Gross Amount of fees collected, together with other applicable charges. The commission shall be exclusive of Value Added Tax or any other applicable sales taxes.

- 6.2 Charges shall be paid by direct debit not less than 14 days from the date of monthly invoice. Where a customer chooses not to pay by direct debit and/or engages medpro Ltd to distribute funds, Medpro Ltd is hereby permitted by the Customer to deduct charges at source.

- 6.3 Medpro Ltd shall have the right, on one month's notice to the Customer, to amend the Charges payable by the Customer, including but not limited to the percentage commission which is payable, which amended Charges shall be effective one month after notice of same. If the Customer does not agree to the amended Charges, the Customer shall have the right to terminate this Agreement within one month after notification of the amended Charges.

7. Intellectual Property

- 7.1 Title and all Intellectual Property Rights in any papers, records or other documents, whether held in electronic or manual form (the Records) supplied by the Customer to Medpro Ltd under this Agreement shall remain vested in the Customer. During the term of this Agreement, the Customer grants a non-exclusive licence to Medpro Ltd to use such Records to the extent required for the performance of the Specified Services.

- 7.2 Title and all Intellectual Property Rights in Medpro Ltd's website shall remain vested in Medpro Ltd. During the term of this Agreement, Medpro Ltd grants to the Customer a non-exclusive licence to the Customer to access the website in order to avail of the Specified Services.

8. Term and Termination

- 8.1 This Agreement shall commence on the date set out in the Application Form and, subject to the provisions of this clause 8, shall continue in force until terminated by either party on one month's notice in writing.
- 8.2 This Agreement may be terminated forthwith by either party on written notice if the other party is in material breach of the terms of the Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within fourteen (14) days of receipt of notice in writing of such breach.

- 8.3 Either party may terminate this Agreement forthwith on written notice if a receiver, examiner or administrator is appointed to the whole or any part of the other party's assets or the other party is struck off the Register of Companies in the jurisdiction where it was incorporated or an order is made or a resolution passed for winding up the other party (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of the party as a solvent corporation and the resulting corporation, if a different legal person, undertakes to be bound by this Agreement), or in the case of an individual party to this Agreement, he or she is adjudicated bankrupt.

- 8.4 Termination of this Agreement shall not prejudice any rights of either party which may have arisen on or before the date of termination.

9. Confidentiality

- 9.1 Medpro Ltd and the Customer shall keep confidential any information relating to the business, affairs, plans or products of the other party designated from time to time during the currency of this Agreement as "confidential" or which ought reasonably to be regarded as confidential which is obtained under or in connection with either party hereto, or any third party without the prior written consent of the that party.

- 9.2 The provision of this clause shall not apply to:

- (a) Any information in the public domain otherwise than by breach of this Agreement;
- (b) Information in the possession of the receiving party before disclosure as aforesaid;
- (c) Information obtained from a third party who is free to divulge the same; or
- (d) Information which is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory authority.

9.3 The obligations of both parties as to disclosure and confidentiality shall continue in force notwithstanding the termination of this Agreement.

10. Data Protection

10.1 Medpro Ltd acknowledges that the provision of the Specified Services will involve the processing of personal data, as defined in the Data Protection Acts 1988 & 2003 (the "DPA"), on behalf of the Customer, Medpro Ltd agrees that to the best of its ability :

- (a) To process the data solely in accordance with the instructions of the Customer and the terms of this Agreement;
- (b) To implement and maintain such technical and organisation security measures as are required to comply with the data security obligations in the DPA; and
- (c) That the Customer (or its authorised representative(s)) shall be entitled, at reasonable times and on reasonable notice, to audit the technical and organisational security measures adopted by Medpro Ltd to ensure that such measures comply with the data security obligations in the DPA.

11. Force Majeure

- 11.1 If and to the extent that either party (the "Affected Party") is hindered or prevented by circumstances not within its reasonable ability to control, including, but not limited to, acts of God, inclement weather, flood, lightning, fire, trade disputes, strikes, lockouts, acts or omissions of Governments or other competent authority, acts of terrorism, war, military operations, acts or omissions of third parties for whom the Affected Party is not responsible ("Force Majeure") from performing any of its obligations under this Agreement, the Affected Party shall be relieved of liability for failure to perform such obligations.
- 11.2 The Affected Party shall promptly notify the other party (the "Other Party") of the estimated extent and duration of such inability to perform its obligations (the "Force Majeure Notification").
- 11.3 Upon the cessation of the event of Force Majeure the Affected Party shall notify the Other Party of such cessation.
- 11.4 If, as a result of Force Majeure, the performance by the Affected Party of its obligations under this Agreement is only partially affected, the Affected Party shall subject to the provisions of clause 11.5 nevertheless remain liable for the performance of those obligations not affected by Force Majeure.
- 11.5 In the case of a Force Majeure notification then:-
 - (a) Any obligation outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the Force Majeure event has ended, save to the extent that such fulfillment is no longer possible or is not required by the Other Party;
 - (b) If the Force Majeure lasts for more than twenty one (21) days from the date of the Force Majeure notification and notice of cessation has not been given pursuant to clause 11.3 and such Force Majeure prevents the Affected Party from

performing its obligations in whole or to a material extent during that period, the Other Party shall be entitled (but not obliged) to terminate this Agreement forthwith on notice to the Affected Party.

12. Waiver

Save and except in circumstances arising under this Agreement, time is of the essence, no delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

13. Agency

- 13.1 The parties acknowledge that in performing its obligations under this Agreement, including processing personal data, dealing on behalf of the Customer with third parties etc, Medpro Ltd shall, and is hereby authorised to, act as the agent of the Customer.
- 13.2 In connection with the performance of the Specified Services, the Customer acknowledges that Medpro Ltd shall be entitled to reproduce copy electronic signatures on behalf of the Customer in executing any required forms, notices or claims on behalf of the Customer with third parties, e.g. VHI, Quinn Insurance etc., and Medpro Ltd is hereby authorised by the Customer to that extent.

14. Notices

Any notice served under this Agreement shall be sufficiently served if sent by post or fax to the usual or last known place of business of the addressee and proof of despatch in the case of a letter, and receipt of a successful transmission report in the case of a facsimile transmission, shall be conclusive evidence of receipt by the addressee in due course of transmission.

15. No Partnership, Employment Relationship etc.

Nothing in this Agreement shall create, or be deemed to create, a partnership, merger, or the relationship of employer and employee between the parties.

16. Entire Agreement

This Agreement, together with the Application Form attached, contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties with respect to its subject matter, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

17. Assignment, Novation of Contract, and Sub-Contracting

- 17.1 The Customer shall not be entitled to assign or sub-contract any of its rights and/or obligations under this Agreement without prior written consent of the other party.
- 17.2 Medpro Ltd shall be entitled to sub-contract any of its rights and/or obligations under this Agreement to a sub-contractor, provided that Medpro Ltd remains primarily responsible to the Customer for the performance of the Specified Services.
- 17.3 Medpro Ltd shall be entitled to assign its rights and obligations under this Agreement to any third party acquirer of all or a material part of the business of Medpro Ltd and the Customer undertakes to execute any necessary novations or assignments to reflect such transfer.

18. Severability

In the event that any provision of this Agreement shall be determined to be partially void or unenforceable by any Court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further and the validity and enforceability of any of the other provisions of this Agreement shall not be affected.

19. Variation To Specified Services

If the Customer wishes to avail of any additional Available Services or to amend the Specified Services, then the Customer shall notify Medpro Ltd. Medpro Ltd shall revert as soon as reasonably practicable with a quote for the additional Available Services or amended Specified Services in a revised Application Form. If the Customer wishes to avail of the additional or amended services it may apply by signing the revised Application Form and submitting it to Medpro Ltd. The provisions of this Agreement shall persist and continue to form an integral part of the contractual arrangement between the parties hereto.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland and each of the parties submit to the Jurisdiction of the Irish Courts for the resolution of disputes here.