

HEALTHCARE PROVIDER AGREEMENT

THIS AGREEMENT made between TELUS Health Solutions GP, acting by its managing partner, TELUS Health Solutions Inc. (“TELUS”) and the undersigned healthcare provider (“**Provider**” means an individual who is duly registered or licensed to provide healthcare services).

WHEREAS:

- A. TELUS provides information gathering services (the “**Services**”) through the use of a web portal made available to Providers, where such Services support the capture of banking profile information (known as “**Provider Information**”).
- B. TELUS will share Provider Information obtained from Providers with all of its insurer carrier clients (the “**Payer**”) who have entered into an agreement with TELUS to share Provider Information; and
- C. The Provider wishes to use the Services and share its Provider Information with TELUS and the Payer on the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

“**Provider Information**” means general profile information of the Provider, including clinic name (if applicable), first and last name, address, telephone number, fax and email. In the context of the Services rendered, it also contains the bank account number, bank number and transit number of the bank, the identification of the Provider as assigned by the governing association or college (as applicable) and the office number where treatments are provided by the Provider.

1.0 OBLIGATIONS OF TELUS:

1.1 TELUS shall:

- a. provide a web portal allowing for the capture of Provider Information;
- b. allow the Provider to share Provider Information with TELUS;
- c. provide a toll-free number to assist the Provider with any problems in connection with the Services;
- d. provide the Services free of charge to the Provider; and
- e. comply with all privacy laws and protect the confidentiality and security of Provider Information captured in the context of the Services.

2.0 OBLIGATIONS OF THE PROVIDER:

2.1 The Provider shall:

- a. register for the Services and request access credentials;
- b. ensure that all Provider Information submitted to TELUS is accurate and that TELUS is promptly informed of any modifications to their Provider Information that may apply during the term of this Agreement;
- c. not abuse or fraudulently use the Services, or permit or assist others to do so that: (i) in any manner that interferes with the Services or TELUS facilities or Intellectual Property Rights (as defined in Article 7); or (ii) for any purpose or in any manner that is directly or indirectly in violation of applicable laws;
- d. comply with all privacy laws and protect the confidentiality and security of confidential information obtained from TELUS, including usernames, and passwords related to the Services;
- e. remain a member in good standing with any applicable association or college that regulates or otherwise represents

the Provider and shall promptly inform TELUS of any changes to their status; and

- f. ensure that the Provider and/or designated users within the Provider’s organization or clinic, granted access to the Services, comply with the obligations of this Agreement.

ACKNOWLEDGEMENT: Provider acknowledges and agrees that once TELUS shares the Provider Information with the Payer, the Payer has the Provider’s consent to use the Provider Information in the context of adjudication and payment of claims and the Provider further accepts that the Payer shall be entitled to communicate via email with the Provider.

3.0 BANK ACCOUNT:

The Provider shall maintain a bank account (an “**Authorized Account**”) with its financial institution (“**Processing Member**”). The Provider authorizes TELUS to share Provider Information with the Payer who is a customer of TELUS in relation to the Services. The Provider hereby represents that it has the authority in accordance with its Authorized Account agreement with its Processing Member to allow TELUS to validate the Authorized Account by TELUS depositing an amount equal to \$0.16 (sixteen cents), and then reversing the deposit for the equivalent amount.

- a. The Provider hereby authorizes TELUS to reverse its Authorized Account either (i) as a one-time act triggered at registration for the purpose of validating the Authorized Account, and / or (ii) upon the Provider modifying its banking information (the “Account Validation”) and both TELUS and the Provider accept and agree that the amount of the pre-authorized debit (the “PAD”) shall be for an amount equal to \$0.16 (sixteen cents).
- b. TELUS shall perform the PAD for the purposes of (i) Account Validation, (ii) PAD administration on behalf of the Payer, and (ii) payment of healthcare claims on behalf of the Payer.
- c. The Provider may revoke its authorization at any time, subject to providing 30 days’ advance written notice to TELUS at the address listed in Section 10. The Provider may also obtain a sample cancellation form, or further information

on its right to cancel a PAD, at their financial institution or by visiting <https://www.payments.ca/sites/default/files/h1eng.updated.pdf>

- d. The Provider may contact TELUS at any time to make inquiries, obtain information or seek recourse with respect to any PAD issued by TELUS.
- e. The Provider has certain recourse rights if any debit does not comply with this Agreement. For example, the Provider has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on its recourse rights, the Provider may contact its financial institution or visit www.cdnpay.ca.

4.0 INDEMNITY:

- 4.1 In the event that a party fails to comply with any obligations under this Agreement (the “**Defaulting Party**”) and as a result thereof, the other party (the “**Non-Defaulting Party**”) suffers any loss, liability or damage, the Defaulting Party agrees to indemnify and save harmless the Non-Defaulting Party from such loss, liability or damage, including reasonable attorney’s fees.
- 4.2 It is further understood and agreed that should a claim be submitted by the Provider which is refused or rejected, for any reason, by the Payer, TELUS will have no responsibility or liability in respect thereof and the Provider will indemnify and save harmless TELUS in respect of any claim the Provider’s customer may make against TELUS arising out of such refusal or rejection of any claim.

5.0 TERM AND TERMINATION:

- 5.1 TELUS may terminate this Agreement on twenty-four (24) hours’ notice to the Provider if:
 - a. the Provider breaches any of its obligations under this Agreement; or
 - b. TELUS discovers that any of the Provider Information, submitted during the online registration process is inaccurate.
- 5.2 This Agreement shall continue in full force and effect from month to month unless terminated by either party upon thirty (30) days written notice to the other party.
- 5.3 Upon termination of this Agreement for any reason whatsoever, the Provider shall cease using the Services and destroy any documentation, usernames, passwords provided by TELUS, where applicable.
- 5.4 TELUS may, in its sole discretion and without prior notice, immediately terminate access to the Services of any Provider.

6.0 LIMITATION OF LIABILITY:

- 6.1 Notwithstanding Section 4.1 and except for breach of confidentiality obligations contained in Section 8.1(a) and (b)

herein, the Provider agrees that TELUS and TELUS’ suppliers total cumulative liability in respect of all claims under this Agreement, for any cause whatsoever and regardless of the form of action, shall not exceed the amount of five hundred dollars (\$500.00); and upon expiration or termination of this Agreement, the Provider shall not bring an action, regardless of form, arising out of this Agreement more than one (1) year after the cause of action has arisen or the date of discovery of such cause, whichever is later.

- 6.2 In no event shall TELUS be liable for any special, indirect or consequential damages or any damages in connection with lost profits, lost data, lost revenues, failure to realize expected savings, or other commercial or economic losses of any kind.

7.0 TELUS PROPRIETARY RIGHTS:

- 7.1 All Intellectual Property Rights, as defined below, developed, collected, created by or for TELUS and all manuals, documents, software or other material of whatever nature provided to the Provider by TELUS and all copies thereof made by the Provider as permitted herein shall remain the sole property of TELUS and shall be destroyed or returned to TELUS upon the termination of this Agreement. The Provider shall be permitted to make copies of any manuals, documents, or other materials of whatever nature solely for use by the Provider in connection with this Agreement. All specifications, documentation, CDs and programs utilized or developed by TELUS in connection with the Services shall remain the sole property of TELUS. The Provider may not reproduce or disclose the materials to any third party without the prior written approval of TELUS. The requirements of this Section shall survive termination of this Agreement.

- 7.2 The Provider acknowledges that all rights and titles to and interest in the software and the Services belong to and reside with TELUS. The Provider is hereby granted a non-exclusive, non-transferable license to use the software during the term of this Agreement only for the exclusive purpose of accessing the Services and no other purpose. In the event the Provider breaches this Section, TELUS reserves the right to terminate this Agreement in accordance with Section 5 hereof, and in such a case, the Provider shall return all software to TELUS without retaining a copy thereof.

“**Intellectual Property Rights**” shall mean any rights arising anywhere in the world under (i) patent law; (ii) copyright law; (iii) trademark law; (iv) design patent or industrial design law; (v) privacy, publicity, celebrity and personality rights law; and (vi) any other statutory provision or common or civil law principle which may provide a right in either (a) ideas, formulae, concepts, inventions, or know-how generally, including confidentiality or trade secret law, or (b) the expression of such ideas, formulae, concepts, inventions or know-how.

8.0 CONFIDENTIALITY OBLIGATIONS:

“**Confidential Information**” or “**CI**” means any information, material or data, fixed in any tangible medium expression, in

whatever format or form, which is proprietary or confidential in nature, regardless of whether it is identified as proprietary or confidential or not, or that is by its nature or is treated as being confidential or proprietary by the disclosing party and that is furnished by or on behalf of the disclosing party to the receiving party, whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the receiving party, including without limitation, all information pertaining to formularies, technical, financial or business planning, performance, product and contractual information, data, ideas, concepts or know-how that is considered and treated as being confidential by the disclosing party. CI does not include PI.

“**Personal Information**” or “**PI**” has the same definition as in PIPEDA (Personal Information Protection and Electronic Documents Act), and includes the individual’s name, address, age, date of birth, sex and religion, whether recorded in printed form, film, or electronic means or otherwise and disclosed to TELUS pursuant to this Agreement.

- 8.1 Each party agrees that it shall not:
- a. use the other party’s CI for any purpose other than for the purpose of performing its obligations under this Agreement; or
 - b. copy or otherwise reproduce the other party’s CI, or disclose, disseminate or otherwise communicate in whole or in part CI to any third party, provided, however, that: any disclosure of Provider’s CI may be made to the officers, directors, agents, subcontractors and employees of TELUS and of a Payer who needs to know such CI for the purposes of performing the Services.
 - c. use the other party’s PI for any purpose other than for the purpose of performing its obligations under this Agreement; or
 - d. copy or otherwise reproduce the other party’s PI, or disclose, disseminate or otherwise communicate in whole or in part PI to any third party, provided, however, that any disclosure of Provider’s PI may be made to the officers, directors, agents, subcontractors and employees of TELUS and of a Payer who needs to know such PI for the purposes of performing the Services.
- 8.2 During and after the term of this Agreement, TELUS and the Provider shall ensure that the confidentiality and security of all CI and PI is maintained.
- 8.3 In the event that the receiving party becomes legally compelled to disclose any of the disclosing party’s CI, it shall provide the disclosing party with prompt prior written notice of such requirements so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement, which waiver may not be unreasonably withheld. In the event that such protective order or other remedy is not obtained, or that the

disclosing party waives compliance with the provisions hereof, the receiving party agrees to furnish only that portion of the CI which it is legally required to do so and to exercise best efforts to obtain assurances that confidential treatment will be accorded to such CI.

- 8.4 Notwithstanding anything to the contrary herein, the following shall not constitute CI for the purposes of this Agreement:
- a. CI that the receiving party can show, by documented and competent evidence, was known by it prior to the disclosure thereof to it, provided that, this exception shall not apply to TELUS or the Provider’s CI known by the other as a result of its ownership of TELUS or the Provider prior to the effective date or that meets the definition of CI set out herein;
 - b. CI that is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by the receiving party in breach of this Agreement;
 - c. CI that is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to be subject to any prohibition against transmitting the information to the receiving party;
 - d. CI that the receiving party can show, by documented and competent evidence, to have been developed independently by the receiving party without using said CI;
 - e. CI that the receiving party is required to disclose by law or as a result of a court order provided that the receiving party gives prior written notification to the disclosing party of its intention to disclose such CI;
 - f. CI presented in an anonymized and aggregated form sufficient that the source of the information cannot be identified as the Provider’s or its clients; or
 - g. CI for which the disclosing party has authorized unrestricted disclosure.

9.0 **PRIVACY:**

In the event TELUS has to use or disclose any Personal Information in providing the Services, the Provider warrants and represents that it has obtained, in place of TELUS, all required consent from any individuals with respect to the (i) use by TELUS of such information as required for the purpose of rendering the Services; and (ii) disclosure of such information to other organizations duly mandated by TELUS for the provision of the Services.

10.0 **GENERAL TERMS:**

- 10.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals written or oral, relating to its subject matter. Any term or provision of this Agreement can be waived or modified only with the written consent of both parties except that TELUS may amend this Agreement by

providing notice to such effect and providing Provider with a reasonable period to express in writing its unwillingness to be bound by the revised terms and conditions. If Provider remains silent during such notice period its consent to the revised terms shall be deemed received.

- 10.2 Any notice shall be in writing and shall be sent to the attention of the signatories of the party at the address set forth below:
If to TELUS:

TELUS Health Solutions GP
630 Rene Levesque
Montreal, QC H3B 1S6
Fax: 514 788 7089
Attention: Legal Department

If to Provider, as per address provided at registration.

- 10.3 Each party shall take all such actions as may be necessary or desirable to implement the provisions of this Agreement to their full extent.
- 10.4 This Agreement shall be binding upon the parties, their heirs, successors and assigns. The Provider may not assign this Agreement without the written consent of TELUS.
- 10.5 This Agreement has been drafted in the English language at the express request of the parties..