The GC Payment Plan - Terms & Conditions

A. How the GC Payment Plan (referred to in this document as GenLend) works

Genesis Care Finance Pty Limited **(GC Finance)** operates a GenLend payment arrangement designed to assist GenesisCare patients to manage the cost of their radiation therapy treatment.

Medicare reimbursement

As a private patient of GenesisCare you are required to pay for each radiation therapy treatment in full at the time of treatment. If you are eligible, you can then seek reimbursement from Medicare for part of the costs.

Medicare will **not** reimburse you for 100% of the costs of treatment. However, as part of the Medicare Safety Net, Medicare rebates increase where patients reach certain cost thresholds. You will be entitled to the maximum rebate where you (together with your family, if applicable) have reached the out-of-pocket threshold as determined by Medicare during the relevant calendar year prior to commencing treatment with GenesisCare.

Where the maximum rebate applies, Medicare will reimburse you for:

- the Medicare schedule fee for the relevant treatment (in full); plus
- 80% of the difference between the schedule fee for the treatment and the amount charged for that treatment by GenesisCare.

(If the maximum rebate does not apply, the proportion of the fees reimbursed to you by Medicare will be lower until the Medicare Safety Net is reached).

GenesisCare is not in control of the processing times for Medicare reimbursement claims. Based on our experience, reimbursement generally takes approximately 1-2 working days after the reimbursement claim is made, where that claim can be submitted electronically. The GenesisCare practice that is treating you will generally make the claim on your behalf and the reimbursement will be paid directly to your nominated bank account by Medicare. In the case of invoices over $9,999, these reimbursement claims need to be submitted by you personally for manual processing by Services Australia (either via post or over the counter). The processing times for these invoices are currently more variable. It can take up to 21 days for you to receive reimbursement after submitting your reimbursement claim (and in some cases, patients are receiving reimbursement in two instalments with the second instalment being received a further 21 days after the first instalment).

Key features of GenLend

In summary, GenLend allows you to pay for your radiation therapy treatment by borrowing the fee from GC Finance on the following basis:

GenLend

GC Finance will provide you with a loan facility up to an agreed amount to cover your anticipated treatment costs. Each time you are treated by GenesisCare, GC Finance will draw down on your loan facility to pay your treatment fees on your behalf. That is, GC Finance will pay the amount of each GenesisCare treatment invoice so you do not need to pay it at the time of treatment. GenLend will be provided by GC Finance on an **interest free** basis and **no account fees or other charges** apply.

Repayment

Repayment will be required in accordance with the 'GenLend Payment Schedule' accompanying this form. Repayment will be by direct debit arrangement. Repayments will be timed to tie into the times at which you are expected to receive reimbursements from Medicare.

However, GenesisCare is not in control of the processing times for Medicare reimbursement claims. It is possible that Medicare reimbursements will not be received by you by the time a repayment under GenLend is due. If this occurs, we encourage you to contact your local GenesisCare practice as soon as possible to see if we can assist. The full terms are set out below. You should read them carefully. GC Finance has the right to terminate the arrangements contemplated below and the attached GenLend Payment Schedule, if (among other things) you do not make repayments on time.

B. How to apply

Application form

You can apply to use the GenLend facility by completing and signing the accompanying application form. If your application is accepted, the GenLend agreement between you and GC Finance will comprise:

1. the general terms and conditions set out in section C below (which sets out the general terms which apply to all patients who are approved to use GenLend); and
2. the specific terms and conditions set out in section D below and the accompanying GenLend Payment Schedule (which sets out specific details in relation to you and the treatment to which your GenLend facility arrangements relate). Note that the GenLend Payment Schedule may be updated from time to time to take into account changes in your treatment course; and
3. the application form set out in section E below.

Direct debit

You must also complete a direct debit request form to allow GenLend repayments to be made by direct debit.

Other documentation

To be eligible to use and participate in GenLend you must:

1. be enrolled with Medicare so as to be eligible to receive Medicare rebates in respect of your treatment;
2. hold an Australian Bank Account; and
3. be registered for the Medicare Safety Net.

Your local GenesisCare practice will be able to help you with these forms.

C. General terms and conditions

1. Definitions

Balance means, at any given time, the total of the outstanding amounts borrowed under this GenLend Agreement.

Business Day means a day on which banks and financial institutions are generally open for business in Sydney.

Direct Debit Request Form means the direct debit request signed by you and the direct debit request service agreement between you and us in relation to payments to be made by you under this GenLend Agreement, and any arrangements which replace these.

GC Finance means Genesis Care Finance Pty Limited ACN 137 193 125 of Building 7C & D, The Mill, Level 1, 41-43 Bourke Road, Alexandria, NSW 2015.

GC Group means GenesisCare and its subsidiaries.

GC Treatment Provider means the GenesisCare practice entity identified in the Specific Terms and Conditions.

GenesisCare means GenesisCare Australia Holdings Pty Ltd ACN 674 439 539.

Maximum Facility Limit means the amount specified as the Maximum Facility Limit in the Specific Terms and Conditions.

GenLend means the GenLend arrangement contemplated by these terms and conditions.

GenLend Agreement comprises these terms and conditions, the Specific Terms and Conditions, the GenLend Payment Schedule, and the application form you signed applying to participate in GenLend.

GenLend Payment Schedule means the document entitled 'GenLend Payment Schedule' provided to you by GenesisCare as updated from time to take into account changes in your Treatment Course.

Specific Terms and Conditions means the specific terms and conditions set out in section D of this GenLend Agreement.

Treatment Course means the course of treatment set out in the Specific Terms and Conditions.

Treatment Invoice means each invoice issued to you by the GC Treatment Provider for treatment provided to you as part of the Treatment Course.

You means the person named as the patient in the GenLend Payment Schedule.

2. Making advances

2.1 Advances

a. If GC Finance accepts your application to use and participate in GenLend, GC Finance will pay each Treatment Invoice on your behalf.
b. Each amount paid on your behalf is an amount loaned to you by GC Finance and increases your Balance by the corresponding amount.
c. You owe and must repay the amounts loaned to you by GC Finance when due in accordance with this GenLend Agreement.

2.2 Interest free and fee free

All amounts made available under this GenLend Agreement will be interest free and unsecured. There are no fees or charges payable to GC Finance or any other entity within the GC Group for the use of GenLend.

3. Repayments

3.1 Repayments

a. You must make periodic repayments as set out in the GenLend Payment Schedule to GC Finance in accordance with the repayment cadence and timing specified in the GenLend Payment Schedule. Unless otherwise indicated in the GenLend Payment Schedule, these periodic repayments will generally occur on the next Friday following GC Finance paying a Treatment Invoice on your behalf under clause 2.1(a).
b. Each amount repaid to GC Finance decreases your Balance by the corresponding amount.
c. If payment would be due on a day that is not a Business Day, then payment must be made on the next Business Day.
d. If you sign the Direct Debit Request Form, these periodic repayments will be managed on your behalf and will generally be debited from your account on the Friday during a week in which a periodic repayment is due for payment under the GenLend Payment Schedule.

3.2 Medicare

a. You must authorise the GC Treatment Provider to make a claim to Medicare on your behalf in respect of each Treatment Invoice paid by GC Finance that the GC Treatment Provider is entitled to submit on your behalf.
b. The GC Group does not claim any security interest over any Medicare rebates due to you. You can make the payments required by 3.1(a) from any source of funds available to you.

3.3 Maximum liability

a. Your total repayments under this GenLend Agreement will not exceed the Maximum Facility Limit.
b. Once you have made repayments totaling the Maximum Facility Limit you will have no further liability to GC Finance for any outstanding Balance.
c. If the total cost of your Treatment Course is less than the Maximum Facility Limit, the residual amount is cancelled. You have no repayment obligation to GC Finance in respect of this amount. It cannot be used for any other service other than the Treatment Course.
d. Changes to your Treatment Course which increase the overall cost of treatment so that it exceeds the Maximum Facility Limit will be dealt with in accordance with clause 5.

3.4 Manner of payment

All payments you make under this GenLend Agreement are to be made:

a. by direct debit in accordance with the Direct Debit Request Form;
b. in Australian dollars, and
c. to GC Finance or as GC Finance directs.

The GC Payment Plan - Terms & Conditions

3.5 Early payment permitted

You may pay GC Finance in full or in part (and without penalty) any amount you owe GC Finance under this GenLend Agreement before the due date for payment.

3.6 No set-off or counterclaim

All payments made by you under this GenLend Agreement must, to the extent permitted by law, be free of any set-off or counterclaim, unless you have a right to set-off granted by law which cannot be excluded (for example, where a court order permits or where you have established that a payment is not due and payable).

4. Default

4.1 When you will be in default

a. you do not pay any amount payable under this GenLend Agreement by its due date for payment;
b. you breach any material provision of this GenLend Agreement; or
c. a judgment for an amount owing by you is obtained from a Court and not satisfied within 14 days.

4.2 Effect of default

If you are in default, GC Finance will send you a notice asking you to fix the default. GC Finance will specify a period for you to fix the default. This period will be at least 31 days from the date of the notice. The notice will specify how you may fix the default. You should read the notice carefully and follow the instructions in the notice.

If you are in default and don't fix the default within the period specified in the notice:

a. the Balance will be immediately due and payable (subject to the qualification that it cannot be greater than the Maximum Facility Limit);
b. GC Finance will have no obligation to make any further amounts available to you under this GenLend Agreement; and
c. GC Finance can take legal action to recover any overdue amounts.

For clarity, nothing in this clause prevents you or GC Finance agreeing an alternative repayment plan or other arrangement to remedy the default.

5. Changes to Treatment Course and early termination

5.1 Impact of change of Treatment Course

If the details of your Treatment Course change with your consent, such that the overall cost of your treatment changes, and/or the time period for your Treatment Course becomes longer or shorter, then GenesisCare may make corresponding adjustments to:

a. the amounts of the periodic payments due under 3.1 above; and/or
b. the Maximum Facility Limit applicable to you.

5.2 Notice of variation

If the change to your Treatment Course would lead to an adjustment as described in 5.1, GenesisCare will:

a. provide you with notice in advance of the proposed adjustment, which will generally be in the form of an updated GenLend Payment Schedule; and
b. only proceed with the proposed adjustment with your written consent.

5.3 Early termination

In certain limited circumstances, GC Finance may, acting reasonably and in accordance with its legitimate business interests, terminate this GenLend Agreement early. Circumstances where GC Finance may do this include where you do not complete your Treatment Course, or where there are significant changes in the nature of your Treatment Course and the GenLend Agreement is no longer the appropriate mechanism to pay your Treatment Invoices (as determined by GC Finance acting reasonably). GC Finance will endeavour to provide you written notice of early termination. You will incur no penalty or fees in connection with early termination.

You can terminate this GenLend Agreement early with our consent (which will not be unreasonably withheld).

If this GenLend Agreement is terminated early, then on the termination date:

a. the Balance will be immediately due and payable (subject to the qualification that it cannot be greater than the Maximum Facility Limit); and
b. GC Finance will have no obligation to make any further amounts available to you under this GenLend Agreement.

6. Privacy

You can obtain the GC Group's privacy policy from the GC Treatment Provider. The policy explains the GC Groups privacy practices with respect to the collection, use and disclosure of your personal information.

7. General

7.1 Notices

a. Notices under this GenLend Agreement must be in writing.
b. If you wish to give GenesisCare a notice, you may send it by post to the GC Treatment Provider, or deliver it personally to the GC Treatment Provider at your usual treatment location.
c. If GenesisCare wishes to give you a notice, it may deliver it personally to you (directly or via the GC Treatment Provider) or send it by post or email to the address nominated by you to GenesisCare (or if no nomination is made, to your place of residence or email address last known to GenesisCare).
d. A notice given in accordance with this clause 7.1(a) - (c) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

    1. if hand delivered, on delivery;
    2. if sent by prepaid post, the fifth Business Day after the date of posting (or the tenth Business Day after the date of posting if posted to or from a place outside Australia); or
    3. if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

7.2 Governing law

This GenLend Agreement is subject to the laws of the Australian State or Territory in which the GC Treatment Provider is located. You submit to the jurisdiction of the courts of that jurisdiction.

7.3 Assignment

GenesisCare may assign its rights under this GenLend Agreement without obtaining your consent. You may not assign your rights under this GenLend Agreement at any time without GenesisCare's prior written consent.

7.4 Variation

GenesisCare may, acting reasonably, vary this GenLend Agreement without obtaining your consent, provided that such variation does not adversely affect your rights or obligations. Your consent must be obtained by GenesisCare prior to making any variation of this GenLend Agreement that adversely affects your rights or obligations. Where possible, we will provide you with 30 days' notice of any variation GenesisCare makes. If you do not agree with any variation, you can terminate this GenLend Agreement without penalty.

7.5 Enforceability

If any provision of this GenLend Agreement is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining provisions of the GenLend Agreement (as the case may be) will continue to apply to the extent possible as if the void or unenforceable provision had never existed.

D. Specific terms and conditions

The following section is personalised to your unique situation.

Key financial terms

Balance

Each of your Treatment Invoices are set out in the row entitled 'Treatment Invoices' in the GenLend Payment Schedule.

Each time you receive such a Treatment Invoice, you will be considered to have drawdown under your GenLend facility to pay that Treatment Invoice and this will increase the Balance of your GenLend facility as indicated in the row entitled "Loan Balance" in the GenLend Payment Schedule. See clause 2 *(Making advances).*

Each time you make a periodic repayment, this will decrease your Balance as indicated in the row entitled "Net Loan Balance" in the GenLend Payment Schedule.

Periodic repayments

You must make the loan repayments to GC Finance as set out in your GenLend Payment Schedule in the row entitled 'Loan Repayments'.
Repayments must be made by direct debit in accordance with the Direct Debit Request and Direct Debit Request Service Agreement.

If your ultimate treatment schedule changes (for example if appointments are missed or moved or there is a delay in the Medicare rebate), we will make reasonable efforts to debit the periodic repayment at the earliest appropriate time (for example, after the date of the relevant treatment and after the date we reasonably expect you to receive the relevant Medicare rebate).

The amounts of the repayments may change if the details of your Treatment Course change with your consent, so that the overall cost of your treatment changes. Notice will be provided and we will only proceed with the proposed adjustment with your consent. See clause 5 *(Changes to Treatment Course).*

Maximum Facility Limit

You are entitled to request advances from GC Finance up to the amount set out in your GenLend Payment Schedule in the row entitled 'Maximum Facility Limit'.

This amount is equal to the amount set out in your GenLend Payment Schedule entitled 'Estimated Treatment Course Fee', as it is intended to be equal to the total cost of your Treatment Course.

This amount may change if the details of your Treatment Course change with your consent, so that the overall cost of your treatment changes. See clause 5 *(Changes to Treatment Course).*

GenLend Payment Schedule and indicative cash flow

Your indicative repayment schedule, including an estimated range of Medicare reimbursements that you should be able to claim over the course of your entire treatment course to assist with your GenLend repayments is set out in the **GenLend Payment Schedule** that accompanies this document.

The GenLend Payment Schedule has been prepared:

- based on GenesisCare's current understanding of your treatment schedule; and
- assuming that, at the commencement of treatment, you have not yet met any of the Medicare Safety Net thresholds.

If your ultimate treatment schedule is different (for example if appointments are missed or moved) the timings of some of the payments will change. Similarly amounts may change if the nature of any treatment changes. See clause 5 *(Changes to Treatment Course).*