



Merchant Agreement

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THIS AGREEMENT made this 1st day of _____, _____.

BETWEEN:

QUIKCARD SOLUTIONS INC., of 200 Quikcard Centre, 17010 – 103 Avenue,
Edmonton, Alberta, T5S 1K7 (hereinafter called “QSI”)

OF THE ONE PART,

AND

of _____,

(hereinafter called “the Contractor”) **OF THE OTHER PART.**

CONSIDERING THAT the Service Provider wishes to receive a service from QSI enabling direct payment to the Service Provider of the covered portion of health services costs payable under private health benefits plans administered by or with the assistance of QSI, instead of the Service Provider being required to collect such costs directly from the person for whom the services are supplied;

THEREFORE, QSI and the Service Provider agree as follows:

1. For the purpose of this Agreement, the following definitions shall apply:
 - (a) “Approved Claim” means a Claim for which:
 - (i) the Service Provider has received an authorization number from QSI prior to the supply of the Health Services and the authorization number has not ceased to be valid under paragraph 7; and
 - (ii) a claims voucher has been provided to QSI by the Service Provider within 30 days after the day on which the Health Services were supplied;
 - (b) “Benefit” means that portion of the cost of a medical expense of a Covered Person which is reimbursable under the terms and conditions of the Plan in which the Covered Person is enrolled if it satisfies all of the following requirements:
 - (i) it qualifies as a medical expense under Subsection 118.2(2) of the *Income Tax Act (Canada)*,



- (ii) it is covered by that Plan, and
 - (iii) it is within the limits of that Plan.
- (c) "Claim" means a claim by the Service Provider for payment of a Benefit or an Extra Benefit;
 - (d) "Covered Person" means a person who is enrolled in a Plan and as such is eligible for the benefits of that Plan and for whose use a Quikcard has been issued;
 - (e) "Extra Benefit" means that portion of the cost of a medical expense of a Covered Person which, although not covered by the Plan in which the Covered Person is enrolled, is reimbursable under special authorization given by the Group in whose Plan the Covered Person is enrolled if it qualifies as a medical expense under Subsection 118.2(2) of the Income Tax Act (*Canada*);
 - (f) "Group" means a firm, sole proprietorship, partnership, corporation, society, association or organization whose private health benefits plan is administered by or with the assistance of QSI;
 - (g) "Health Services" means health services, supplies, products or procedures, or any one or more of them supplied to a Covered Person;
 - (h) "Plan" means a private health benefits plan administered by or with the assistance of QSI;
 - (i) "Quikcard" means the identification card issued by QSI for use by a person who is eligible for the benefits of a private health benefits plan administered by or with the assistance of QSI;
 - (j) "Review Committee" means the committee established by QSI from time to time to determine whether Health Services are covered by a Plan;
 - (k) "Taxes" means any tax or taxes that the Service Provider is required to pay and QSI is required to collect pursuant to any applicable federal or provincial legislation as a consequence of this Agreement, including without limitation Goods and Services Tax.
2. The Service Provider shall comply with and follow the rules, regulations and procedures established by QSI from time to time relating to the administration of a Plan.
 3. The Service Provider shall not request or obtain payment directly from any Covered Person of any Claim or the administration overhead charge provided for in paragraph 4 or Taxes.
 4. The Service Provider shall pay to QSI an administration overhead charge equal to one and one half percent (1.5%) of the amount of each Approved Claim paid to the Service Provider by QSI, inclusive of GST, plus any Taxes other than GST, which administration overhead charge and Taxes the Service Provider authorizes QSI to deduct and withhold from the payment of each Approved Claim.
 5. QSI shall pay to the Service Provider all Approved Claims, less the administration overhead charges and Taxes payable by the Service Provider in respect of such claims under paragraph 4, within twenty (20) days of receipt of the claims voucher by QSI, unless prevented by causes beyond QSI's reasonable control.



6. QSI shall not be required to pay to the Service Provider:
 - (a) any Claim that is not an Approved Claim; or
 - (b) any portion of the cost of Health Services supplied to a Covered Person that is not payable as a Benefit or an Extra Benefit.
7. An authorization number issued by QSI to the Service Provider in respect of a Claim shall cease to be valid unless all authorized Health Services have been supplied by the Service Provider within 30 days after the date of issue of the authorization number or within such extension of that period as may be approved by QSI in writing.
8. QSI shall furnish to the Service Provider with each payment of an Approved Claim a statement showing the amount of the Approved Claim paid and the administration overhead charge and Taxes retained.
9. QSI may from time to time upon not less than ninety (90) days' notice to the Service Provider amend any of the provisions of this Agreement.
10. This Agreement may be terminated at any time by not less than sixty (60) days' notice given by either party to the other.
11. The Service Provider acknowledges and agrees that:
 - (a) QSI may enter into agreements with and receive compensation from any Group in connection with the administration of and the processing and payment of claims under that Group's Plan;
 - (b) QSI shall not be responsible or liable for any act or omission of the Service Provider or of the employees or agents of the Service Provider or of any other person supplying Health Services for a Covered Person or for the availability, quality or results of any Health Services supplied or for the failure of a Covered Person to obtain Health Services;
 - (c) for the purpose of determining the eligibility of a Claim, the Review Committee may determine in its discretion whether the particular Health Services are covered by a Plan and QSI acting reasonably may determine any other question concerning the eligibility of a Claim for payment; and
 - (d) when similar benefits are available to a Covered Person under more than one benefits plan, the amount payable under a Plan on account of Benefits or Extra Benefits will be limited in the discretion of QSI to the extent that the total amount available under all coverages will not exceed one hundred (100%) per cent of the actual expenses.
12. Any dispute or claim arising out of or relating to this Agreement or its breach between or by either or both of the parties shall be determined by a single arbitrator agreeable to both parties. If the parties fail to agree upon an arbitrator or if such arbitrator fails to act, then another arbitrator may be appointed by a Justice of The Court of Queen's Bench of Alberta upon the application of either party. The decision of the arbitrator shall be final and binding on the parties and their respective legal representatives, successors and assigns. The arbitration shall be governed by the Arbitration Act of Alberta.



13. Notwithstanding any other provision of this Agreement, QSI may terminate this Agreement forthwith if the Service Provider breaches any provision of this Agreement.
14. In the event of termination of this Agreement, however occurring, the Service Provider shall remain liable to QSI for payment of the administration overhead charges and Taxes provided for in paragraph 4 in respect of all Approved Claims paid by QSI after the termination date.
15. This Agreement shall be construed with all changes in gender and number required by the context. Words, phrases or expressions defined in the singular shall have a corresponding meaning when used in the plural and vice versa.
16. Time shall be of the essence of this Agreement.
17. No waiver by either party of any breach of any term or condition of this Agreement shall be taken or be held to be a waiver of any other breach of the same term or condition.
18. Any notice to be given under this Agreement shall be in writing and may be sent to the receiving party by regular mail at their address set forth in this Agreement or transmitted by fax to a fax number of the receiving party. Either party may change its mailing address at any time by written notice to the other. Notices sent by mail shall be deemed to have been received on the fifth postal delivery day next following the day of mailing. Notices transmitted by fax shall be deemed to have been received on the first business day next following the day of transmission.
19. No provision of this Agreement is intended, nor will any provision be interpreted, to create any one or more of the following:
 - (a) a trust of any kind, or
 - (b) the relationship of principal and agent, partnership or joint venture between the parties, or
 - (c) any fiduciary relationship of any kind between the parties or between either or both of the parties and any third party, or
 - (d) any third party beneficiary rights or any other rights of any kind in favour of any third party.
20. This Agreement shall be deemed to have been made in and shall be governed by the laws of the Province of Alberta.
21. This Agreement shall enure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns.



22. This Agreement and the preamble and any written amendments embody the entire agreement between the parties with regard to the subject matter.

INTENDING TO BE LEGALLY BOUND, the undersigned has duly executed this agreement effective as of the date set out below.

DATED: _____
(Full name of Service Provider)

Per: _____
(Signature)

Name: _____

Position: _____

Provider #: _____

Address of Service Provider: _____

Phone: _____

Fax: _____

Office Hours of Service Provider:

Monday – Friday: _____ to _____

Saturday: _____ to _____

Other: _____