Medtronic Australasia Pty Ltd

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MEDTRONIC LOAN AGREEMENT: BRIDGING THE GAP PROGRAM

Congratulations on your decision to loan a Medtronic insulin pump. The Medtronic *Bridging the Gap (BTG)* program is designed for people like you who have made the decision to start using an insulin pump and are waiting for your Health Fund hospital cover waiting period to mature.

First Steps:

1. Complete the enclosed forms (please tick each box to confirm):

- a. Medtronic Loan Application form. Please ensure you include the signed approval from your Clinician and Diabetes Educator.
- b. Credit Card Authorisation Form.
- c. Attach confirmation of your current membership with a registered health insurer indicating Member Name, Cover Start Date, Membership Number and Level of Cover.
- d. If you wish to experience the added benefits of your Pump Therapy, please attach the Continuous Glucose Monitoring order form.

<u>Important:</u> As part of the Bridging the Gap Program, if you opt for a MiniMed 780G insulin pump, you agree to also purchase a CGM Subscription (excluding CGM Starter Kit).

2. Return the completed documentation (above) to us via:

- a. Email: <u>australia.diabetes@medtronic.com</u> our preferred option), or
- b. Fax: 02 9857 9237, or

To ensure that a pump is delivered in a timely manner, please ensure your application is complete - this will not be processed until all items are received. We request you to submit your application two weeks prior to the start date.

The **terms and conditions** attached to the loaning of a Medtronic pump are outlined in the attached document and should be fully understood before entering into the agreement.

Application completed – What to expect next?

Once Medtronic has received your completed forms, the loan pump will be dispatched to the Diabetes Service identified in your application. (Please note: if approval has been provided by your Healthcare team for a remote start, the pump will be sent to your home address – appropriate training still needs to be undertaken by your diabetes service). Your diabetes service will contact you and will discuss with you how to access insulin pump consumables through the National Diabetes Services Scheme (NDSS), your consumable requirements and book a pump initiation date. It is important to order your pump consumables through NDSS prior to your pump start date.

IMPORTANT ASPECTS OF THE BRIDGING THE GAP PROGRAM

- 1. The *Bridging the Gap* program provides you access to a range of services and updates that enable you to get the maximum benefit out of the insulin pump therapy:
- 2. Our Medtronic **24Hr Product Helpline** (1800 777 808) is a toll-free number (from Australian landlines only) that offers assistance for any pump-related technical issues you may encounter. If our technical team determines that your pump should be replaced, we will send you a replacement loan pump 2- 3 working days. Please note that our local support team will advise the time frame, depending on Metro area or Regional area delivery routes/schedules.
- 3. Medtronic retains ownership of the loan pump however maintenance and care of the pump is your responsibility. Typically, your health insurance will not cover lost or stolen pumps. We suggest that you contact your Home and Contents insurer to confirm the provision of insulin pump insurance.
- 4. We require return of the loan pump within 14 days of your upgrade to your new pump. Prompt return means that we can provide the same opportunity to another Medtronic pump user who is waiting to access their new insulin pump. Please return your loan pump to Medtronic or call our Diabetes Support Services Team on 1800 777 808 (toll free from Australian landlines only) to organise the return of your loan pump.
- 5. We will contact you closer to your health fund maturation date ('Access Date') when you can access your new insulin pump. Medtronic is very happy for you to have use of the loan pump without charge until your Access Date. If you then choose to go on a Medtronic pump purchased through your private health insurance, there are no extra charges to pay, provided that the loan pump is returned to Medtronic within **90 days of the Access Date.**
- 6. Please note if you have not chosen to purchase a new Medtronic pump within 90 days of the access date, Medtronic will charge you a rental fee of AUD\$198 (GST exclusive) per month until the pump is returned. This rental charge reflects the value being provided to you in having the use of a loan pump. If you have not returned the loan pump within 90 days of your Access Date, it will be presumed lost by Medtronic and we may charge you the full value (\$8,574 GST exempt) of the pump, less any amount charged for rental.

If you would like to know more about our current products feel free to contact our Diabetes Therapy Consultants on 1800 777 808 or visit us online at www.medtronic-diabetes.com.au.

BRIDGING THE GAP PROGRAM: TERMS AND CONDITIONS

- 1. Medtronic is the owner of the Medtronic Insulin Pump provided to you ("Loan Pump"). The Pump User ("Pump User") requires the Pump for insulin pump therapy for a limited period until the Pump User's private health insurer is willing to pay for the cost of a new pump ("Access Date").
- 2. Prior to supplying the Loan Pump, you must provide Medtronic with a copy of the Pump User's Health Fund Confirmation Letter or Policy Document, noting that your health insurance membership must have coverage of insulin pump therapy.
- 3. You will not be required to make any payment for use of the Loan Pump, except in the following circumstances (when payment will be either deducted from your nominated credit card or an invoice will be issued):
 - a. If the Loan Pump is not returned to Medtronic within 90 days of your "Access Date" we will start charging you a rental fee of AUD \$198.00 (GST exempt) per month to reflect the true value of the Loan Pump provided to you, until the pump is returned.
 - b. If your Loan Pump is lost, damaged or destroyed or if it is not returned within 90 days of your 'Access Date', you will be liable for the replacement cost of the loan insulin pump up to the value of **AUD \$8,574.00** GST exempt less any amount charged for rental. Medtronic may take further action to recover the value of the pump
- 4. Medtronic retains full title to the Loan Pump. The Pump User, while in possession of the Loan Pump, is regarded as a bailee. The Pump User must not mortgage, pledge, sell, charge, encumber, sub-let, part with possession of, grant any lien, license or other encumbrance over or otherwise dispose of or deal with or permit to exist any license or other encumbrance over the Loan Pump or any part of it and the Pump User must keep the Loan Pump free from any distress, execution or other legal process.
- 5. The Pump User shall bear all expenses for the use, operation, maintenance and safe keeping of the Loan Pump.
- 6. The Loan Pump will be made available until the Access Date (subject to availability). The Pump User must return the Loan Pump to Medtronic Diabetes Support Services within 14 days of receiving a new Pump from their health insurer. Please contact our support team on 1800777808 to organise return of loan pump.
- 7. The Pump User undertakes that during the Term they will: (a) be the only user of the Loan Pump; and (b) comply with the instructions and recommendations of Medtronic and the manufacturer in relation to the Pump and its use.
- 8. To the extent permitted by law, Medtronic is not liable to the Pump User in any manner relating to the Loan Pump including but not limited to its use, operation, maintenance and safekeeping or any claim or damage by any person in connection with the Pump, its use, operation, maintenance or safekeeping. The Pump User indemnifies Medtronic and its directors, officers, employees, agents and representatives against all claims, proceedings, costs (including legal costs on a solicitor/own client basis) expenses, loss or damage that Medtronic may sustain or incur because of or in connection with, whether directly or indirectly, the use of the Pump by the Pump User.
- 9. This Agreement is governed by New South Wales law. The parties will attempt to resolve all disputes by negotiation. Any unresolved dispute will be mediated promptly by a qualified mediator. The Pump User must report all Loan Pump related adverse events and/or equipment complaints to Medtronic at the time of occurrence.
- 10. Medtronic is committed to protecting the Pump Users privacy and will only use personal information and health information for the purposes for which it was collected in accordance with the privacy statement and the Privacy Policy at www.medtronic-diabetes.com.au/privacy-statements. Medtronic will collect the Pump Users information for the purposes of providing the Loan Pump and securing a deposit for the amount of the loan pump.

CONFIDENTIAL

CREDIT CARD AUTHORISATION FORM

Prior to receiving a loan pump from Medtronic ('Loan Pump'), complete and return this form to us. Please note, however, that your card will only be charged in the following circumstances:

- a) If the Loan Pump is not returned to Medtronic within 90 days of your "Access Date" we will charge you a rental fee of AUD \$198.00 (GST exempt) per month to reflect the true value of the Loan Pump provided to you.
- b) If your Loan Pump is lost, damaged or destroyed or is not returned within 90 days of your 'Access Date', you will be liable for the replacement cost of the loan insulin pump (up to the value of AUD \$8,574.00 GST exempt) less any amount charged for rental. Medtronic may take further action to recover the value o the pump.
- c) The credit card expiry date must cover the loan period requested.

Customer Name:						
Cardholder Name:						
Card Account Number:/ Expiry Date:/						
Security Code:						
Type of Card:						
☐ Amex☐ Mastercard☐ Visa☐ Other:						
Cardholder Signature:						

PRIVACY: This form contains personal information and will only to be used by authorised Medtronic staff for the purpose stated above in accordance with the privacy policy located at www.medtronic.com.au.

PRIVACY STATEMENT

Your personal and health information including details of your diabetes and private health insurance (Protected Information) is collected and used by Medtronic Australasia Pty Ltd and its affiliates to assist you concerning your purchase and use of Medtronic diabetes products and services, for product-tracking purposes (as required by regulation) and to inform you about special offers and other information relating to our products, services and technological developments. In some cases (for example, where a product order is placed) we collect your Protected Information from your treating healthcare professional rather than directly from you but will only do so if necessary for administering a product or service to you. Your Protected Information may be held in our secure international databases, which are maintained by Medtronic affiliates and/or third-party providers. However, we will not disclose your Protected Information to these parties unless their privacy practices comply with our Privacy Policy (see www.medtronic.com.au) and the data protection laws of Australia and New Zealand. For privacy queries, to opt out of receiving information about offers, products, services and/or technological developments; or to access/update your Protected Information, please phone toll free (AUS 1800 668 670) or write to PO Box 945, North Ryde, NSW 1670, Australia.

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Loan application form Medtronic pump and personal CGM

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Once completed, please send this form via email to: australia.diabetes@medtronic.com or fax to 02 9857 9237. All relevant sections must be completed for the order to be processed. Use block letters to complete form.

Please select the loan progra	am and comple	ete the sections as a	advised. Note that * indica	tes a mandatory field.		
Type of loan program (tick applicable box)		Complete the f	ollowing sections			
Bridging the Gap program		Please complete se	ections one (1), two (2) and four (4	4)		
Out of Warranty Loan program		Please complete se	Please complete sections one (1), three (3) and four (4)			
Travel Loan program		Please complete se	Please complete sections one (1), three (3) and four (4)			
Section 1. Personal info	rmation					
Name of pump user *			Date of birth *			
If minor, guardian's name			1			
Street address *			Suburb *			
State *			Postcode *			
Patient contact phone no.			Mobile phone no.*			
Email address *						
Required documents attached *	Proof	of insurance (not req'd for	r travel loan) Credit card	authority form		
AS GUARANTOR OF THIS LOAN PUMP, I HAVI IN ACCORDANCE WITH THE PRIVACY STATEM				AL AND HEALTH INFORMATION BEING USED MP THERAPY.		
Signature * (Pump user or guardian)			Date *			
Section 2. Bridging the	Gap progra	m				
Health Fund *			Membership No. *			
Start date with insurer *						
Name of hospital initiating the loan pump training *						
Hospital street address *			Suburb *			
State *			Postcode *			
Pump model requested * (Please tick one)	MiniN	Med® 780G with CGM				
Confirm if cgm is required * (Please circle one)	Yes No		CGM order form attached?	Yes No		
I confirm that I will be ordering Guardian Sensor 4 from NDSS * (Please circle one)			Yes No	•		
Period of loan * ‡	From: /_	/	Division stant along t			

Note: If the pump user's treating healthcare professional completes this form for them, they further warrant that they have expressly discussed the applicable terms and conditions and privacy statement with the pump user.

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Loan application form Medtronic pump and personal CGM

Section 2. Bridging the gap program (cont.)

As the Clinician engaged in the management of this person's diabetes, I approve of a Medtronic loan pump being made available to the person identified above during their health fund waiting period.							
Name of Clinician *			Telephone no. *				
Signature of clinician *			Date *				
As the Diabetes Educator engaged in the management of this person's diabetes, I will be undertaking the appropriate training with the user on the Medtronic loan pump.							
Name of Diabetes Educator *			Telephone no. *				
Signature of Diabetes Educator *			Date *				
Email address *							
Section 3. Out of Warranty / Tra	ivel Loan applicants	s only					
Current pump model * (Please tick one)	MiniMed® 780G MiniMed® 770G						
Period of loan * ‡ (Provide from & to dates in dd/mm/yy format)	From: / / _ To: / /		Target delivery date ‡				
Delivery address (If different from the one provided above)							
‡Please ensure to account for saline/button pressing training dates as required. Pump will be shipped up to 4 business days before Target Delivery Date.							
Section 4. Phone compatibility	- MiniMed™ 770G	/ 780G only					
If ordering MiniMed™ 770G / 780G, please check the compatibility of your Smartphone at:							
https://www.medtronic-diabetes.com.au/mm770g-supported-devices							
If this section is not completed, NO E	Blue USB adapter will be	e provided, so please com	nplete this section in ALI	_ cases.			
Note: You will normally find the infor	mation required in the f	following locations:					
	iOS: Settings > General > About or Settings > About Phone > Model Number Android: Settings > About Phone > Software Information > Android Version						
No Smartphone	Make / Name: Example: Apple iPhone 12 / Samsung Galaxy s20						
Apple iPhone	Model number:	Example: MGE63X/A or	- SM-G981B				
Android	iOS or Android software version:						
Medtronic Internal Use Only If MiniMed™ 770G / 780G is ordered, please double check Mobile Phone indicated in Section Four. If make / model is not compatible with the MiniMed™ App, ensure a Blue USB Adapter (ACC-1003911F) is included when sent to patient.							

Privacy Statement

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