

AP NETWORK AGREEMENT

entered into by and between

.....

HPCSA Registration Number

BHF practice number

Physical Address:

Email:

("the AP Network Doctor")

and

ALIGND PROPRIETARY LIMITED

(Registration Number 2018/617156/07)

Physical Address: 147 Main Road, Rondebosch, Cape Town, 7700

Email: info@alignd.co.za

("Alignd")

WHEREBY IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context indicates otherwise:

- 1.1.1. “**Act**” means the Health Professions Act No. 56 of 1974 (as amended), with the Regulations promulgated in terms of the Act;
- 1.1.2. “**Agreement**” means this network and value based care agreement, read with the Alignd Manual, together with all annexures and schedules hereto, and as amended from time to time;
- 1.1.3. “**Alignd**” means Alignd Proprietary Limited (Registration Number 2018/617156/07), a company duly registered as such under the Applicable Laws of the Republic of South Africa;
- 1.1.4. “**Alignd Manual**” means the Alignd branded specific information pack, containing all necessary information in relation to the AP Benefit as determined by Alignd from time to time, together with all annexures and schedules thereto, including the AP Medicines Formulary and AP Consumables Information Pack, and including but not limited to *inter alia*:
 - 1.1.4.1. a description of the AP Benefit;
 - 1.1.4.2. the listed requirements in respect of the AP Network, with which the AP Network Doctor is required to comply at all times;
 - 1.1.4.3. the Billing Schedules, regulating the Claims and pricing for the Services;
 - 1.1.4.4. the Outcomes, being the Patient outcomes to be achieved by the AP Network Doctor, as developed in consultation with Palprac;
 - 1.1.4.5. the Outcomes Metrics, being the clinical measures and family questionnaire used to determine the performance of the AP Network Doctor in achieving the Outcomes;
 - 1.1.4.6. the terms and conditions relating to “Signapps”, being a POPI compliant digital communication tool to be used by the AP Network Doctor to assist the AP Network Doctor with optimal care delivery and care-coordination;
 - 1.1.4.7. the clinical exception management process in relation to the AP Benefit; and
 - 1.1.4.8. the Fees payable to the AP Network Doctor in terms of the Services, which fees are dependent on the phase of the AP Benefit on which the Patient is enrolled;
- 1.1.5. “**AP Benefit**” means the specific Palliative Care benefit package designed by Alignd and offered by a Scheme to its Members, and as further set out in the Alignd Manual For the avoidance of doubt, any reference to “**AP**” in this Agreement shall refer to the Alignd branded specific Palliative Care benefit package;

- 1.1.6. **“AP Medicines Formulary and AP Consumables Information Pack”** means the document provided to the AP Network Doctor together with the Alignd Manual, which details the specific consumables and medicines covered by the AP Benefit, as amended and updated from time to time;
- 1.1.7. **“AP Network”** means a network of doctors who are members of Palprac, and who provide Palliative Care, and who meet the criteria as further set out in the Alignd Manual;
- 1.1.8. **“AP Network Doctor”** means the healthcare professional as set out on the cover page of this Agreement, being a medical practitioner registered in terms of the Act, and any regulations promulgated in terms of the foregoing legislation and who meets the criteria set out in the Alignd Manual. Once the AP Network Doctor has established an MDT Entity, as contemplated in clause 4 below, and once that MDT Entity has signed Annexure A (as per clause 4.4 below), all references to AP Network Doctor in this Agreement shall also refer to such MDT Entity, and the MDT Entity shall be bound by the provisions of this Agreement;
- 1.1.9. **“Applicable Laws”** means all statutes, enactments, laws, ordinances, treaties, conventions, protocols, by-laws, rules, regulations, guidelines, notifications, notices, judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory authority, tribunal, board or stock exchange, revenue authority and/or tax authority in any jurisdiction as may be applicable to the Parties;
- 1.1.10. **“Business Day”** means any day other than a Saturday or Sunday or official public holiday in the Republic of South Africa;
- 1.1.11. **“Billing Schedules”** means the billing schedule regulating the Claims and pricing for the Services as set out in the Alignd Manual;
- 1.1.12. **“Claims”** means accounts for Services rendered by the AP Network Doctor to Patients in terms of the Rules;
- 1.1.13. **“Commencement Date”** means, notwithstanding the Signature Date, _____ 20____;
- 1.1.14. **“Confidential Information”** means without detracting from the ordinary meaning of these words, all material and information (in whatever format they may be recorded or stored) relating to and including but not limited to intellectual property, the affairs of a Party, its manner of doing business, the knowhow, expertise and knowledge of a Party, this Agreement, a Party's software, the personal information pertaining to Members, and shall specifically include the product and implementation manuals, clinical flags for the pro-active identification of eligible Members, clinical criteria for benefit eligibility, outcomes measurement tools, internal standard operating procedures, and other information and materials of whatever description in which a Party has an interest in being kept confidential which has or will come into the possession or knowledge of the other Party, whether directly or indirectly, as a result of this Agreement;
- 1.1.15. **“Corporate Opportunity”** shall mean any opportunity of whatsoever nature which involves offering to patients a Value-Based Healthcare benefit the same as or substantially similar to the AP Benefit;

- 1.1.16. “**Council**” means the Council for Medical Schemes, established in terms of the Medical Schemes Act No. 131 of 1998 (as amended), with the regulations promulgated in respect thereof;
- 1.1.17. “**Fees**” shall bear the meaning ascribed to that term in clause 12.1;
- 1.1.18. “**HCP**” means an individual healthcare practitioner registered in terms of the Act, the Allied Health Professions Act No. 63 of 1982 (as amended) and/or the Nursing Act No. 33 of 2005 (as amended), or any other legislation regulating the provision of healthcare services and any regulations promulgated in terms of the foregoing legislation, and who assists the AP Network Doctor with the provision of the Services and who forms part of the MDT;
- 1.1.19. “**MDT**” means a core multi-disciplinary palliative team, comprising the AP Network Doctor and other HCPs, who collectively render the Services, and which team typically includes (in addition to the AP Network Doctor), a Palliative Care nurse, a social worker and a spiritual counsellor;
- 1.1.20. “**MDT Entity**” means an MDT providing Palliative Care, incorporated by the AP Network Doctor as a clinical alliance, and being a private company (or such other structure as may be approved by the HPCSA or such other statutory body as may have jurisdiction);
- 1.1.21. “**Member**” means a registered member of a Scheme. When reference is made to a Member it will include any person who under the Rules is recognised as a dependant of that Member;
- 1.1.22. “**Outcomes**” means the Patient outcomes to be achieved by the AP Network Doctor (and the MDT, where applicable), as further set out in the Alignd Manual;
- 1.1.23. “**Outcomes Metrics**” means the clinical measures and family questionnaire used to determine the performance of the AP Network Doctor (and the MDT, where applicable) in achieving the Outcomes, as further set out in the Alignd Manual;
- 1.1.24. “**Palliative Care**” means a person-centred approach to health care that improves the quality of life of Patients and their families facing life-threatening or serious illnesses, through the prevention and relief of suffering by means of early identification, assessment and treatment of pain and other physical, psychosocial and spiritual needs;
- 1.1.25. “**Palprac**” means the Association of Palliative Care Practitioners of South Africa, duly registered as an NPO, registration no. 215-486;
- 1.1.26. “**Parties**” means Alignd and the AP Network Doctor, and “**Party**” shall mean either one of them, as the context may indicate;
- 1.1.27. “**Patient**” means a Member who requires Palliative Care and who has been authorised by Alignd and a Scheme to receive same and which Member is eligible for enrolment onto the AP Benefit. and “**Patients**” shall refer to more than one, as indicated by the context;
- 1.1.28. “**POPI**” means the Protection of Personal Information Act No. 4 of 2013 (as amended);

- 1.1.29. “**Rules**” means the registered Rules of the Scheme(s) and managed care policies relating to the AP Benefit;
- 1.1.30. “**Scheme**” means a medical scheme, being a body corporate duly registered with the Council and incorporated in accordance with the Medical Schemes Act No. 131 of 1998 (as amended), and which has contracted with Alignd to provide the AP Benefit to Patients, and “**Schemes**” shall be construed accordingly;
- 1.1.31. “**Scheme Rates**” means the rates to be paid directly to the AP Network Doctor by each specific Scheme, as further set out in the Alignd Manual;
- 1.1.32. “**Service Levels**” means the service levels the AP Network Doctor (and the MDT, where applicable) is required to achieve in respect of the Services, as further set out in clause 10.3 of this Agreement;
- 1.1.33. “**Services**” means the services to be provided by the AP Network Doctor (and the MDT, where applicable) to a Patient in terms of this Agreement, in accordance with the Service Levels, and which include but are not limited to the management of Patients, as further set out in the Alignd Manual;
- 1.1.34. “**Signature Date**” means the date on which this Agreement is signed by the Party signing last in time;
- 1.1.35. “**Value-Based Healthcare**” means healthcare provided with the overarching goal of value for a patient. Under value-based care contracts, providers are rewarded for helping patients improve their quality of life in an evidence-based way. Value-based care differs from a fee-for-service approach, in which providers are paid based on the amount of healthcare services they deliver. The “value” in value-based healthcare is derived from measuring health outcomes against the cost of delivering those outcomes;
- 1.1.36. “**VAT**” means value-added tax as defined in the VAT Act; and
- 1.1.37. “**VAT Act**” means the Value-added Tax Act No. 89 of 1991 (as amended).
- 1.2. Where this Agreement requires a Party to use “**Best Endeavours**” in relation to an action or omission, that Party shall do all such things as are or may be necessary or desirable so as to achieve that action or omission and, to the extent that the action or omission is frustrated, hindered or otherwise difficult to attain, each of the Parties shall consult and co-operate with each other and continue to take action so as to achieve that action or omission, provided that any actions or omissions required to be undertaken shall not be such as to result in a breach of fiduciary duty or contravention of any Applicable Laws.
- 1.3. Save where clearly indicated to the contrary, expressions defined in this Agreement shall bear the same meanings in the Alignd Manual and any annexures hereto unless the Alignd Manual or the annexures hereto contain an alternative definition for the expression. Any capitalised term not defined herein shall bear the meaning ascribed to that term in the Alignd Manual.
- 1.4. Any reference in this Agreement to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be amended, varied, novated or supplemented.

2. VALUE BASED PALLIATIVE CARE

- 2.1. Alignd has created *inter alia* the AP Network and the AP Benefit to facilitate Value-Based Healthcare in relation to Palliative Care in the Republic of South Africa.
- 2.2. The AP Network Doctor:
 - 2.2.1. has been provided with information relating to the provision of Value Based Healthcare and the AP Benefit; and
 - 2.2.2. wishes to:
 - 2.2.2.1. become a member of the AP Network; and
 - 2.2.2.2. provide the Services to the Patients in terms of the AP Benefit.
- 2.3. Accordingly, the Parties wish to enter into this Agreement.

3. THE ALIGND MANUAL

- 3.1. The Alignd Manual contains the substantive provisions in relation to the AP Benefit and the obligations of the AP Network Doctor.
- 3.2. The Alignd Manual has been provided by Alignd to the AP Network Doctor.
- 3.3. By her/his signature of this Agreement, the AP Network Doctor irrevocably and unconditionally:
 - 3.3.1. agrees to be bound by the provisions of the Alignd Manual; and
 - 3.3.2. confirms and warrants to and in favour of Alignd that the AP Network Doctor is fully acquainted with the content of the Alignd Manual.
- 3.4. The terms of the Alignd Manual are incorporated into this Agreement *mutatis mutandis*.
- 3.5. Should any changes be made to the Alignd Manual, Alignd shall notify the AP Network Doctor thereof in writing as soon as possible (each a “**Notice**”).
- 3.6. Should the AP Network Doctor not be in agreement with any material amendments made to the following provisions of the Alignd Manual for the following calendar year, the AP Network Doctor shall first discuss the changes with Palprac and Alignd, with a view to resolving any issues. If the AP Network Doctor’s concerns are not adequately addressed following these discussions, the AP Network Doctor may elect to terminate the Agreement in accordance with the provisions of clause 5.2 of this Agreement. If the AP Network Doctor does not elect to terminate the Agreement, then the AP Network Doctor shall continue to be bound to the provisions of this Agreement as well as the Alignd Manual, as amended

4. ESTABLISHMENT OF THE MDT ENTITY

- 4.1. As at the Signature Date, the precise corporate and legal structure that the MDT Entities shall take is subject to the approval of the Health Professions Council of South Africa (“**the HPCSA**”).
- 4.2. The AP Network Doctor must establish a MDT Entity when:
 - 4.2.1. the AP Network Doctor is treating more than 18 (eighteen) Patients across all three benefit components of the AP Benefit package, as further described in the Alignd Manual;

- 4.2.2. the AP Network Doctor has been treating a Patient with access to the AP Benefit for a period of 7 (seven) months or more; and
- 4.2.3. the corporate structure and constitutional documentation in relation to the MDT Entities have been confirmed by the HPCSA.
- 4.3. The MDT Entity must be established within 60 (sixty) days of the AP Network Doctor meeting the requirements of clause 4.2 of this Agreement.
- 4.4. For the avoidance of doubt, notwithstanding the provisions of clauses 4.2.1 and 4.2.2, the AP Network Doctor shall not be obliged to establish a MDT Entity until such time as the HPCSA has confirmed the legal structure of the MDT Entities as provided for in clause 4.2.3.
- 4.5. The Parties record and agree that when the AP Network Doctor establishes a MDT Entity, the AP Network Doctor shall procure that the MDT Entity provides Alignd with a signed written document in terms of which the MDT Entity agrees to be bound by the provisions of this Agreement, within 5 (five) Business Days of the date of incorporation of the MDT Entity. The form of this written document is attached to this Agreement as **Annexure A**.

5. PERIOD OF AGREEMENT

- 5.1. The Parties agree that this Agreement shall commence on the Commencement Date and shall continue unless terminated in terms of clauses 3.6, 5.2 or 18 of this Agreement.
- 5.2. This Agreement may be terminated by either Party, by giving the other Party at least 2 (two) calendar months' prior written notice of termination. This will not be applicable to cancellation in terms of breach of the Agreement as determined in terms of clause 18 below.
- 5.3. In the event that the AP Network Doctor wishes to terminate the Agreement as provided for in clause 5.2 above, then the AP Network Doctor shall first meet with Alignd to discuss the reasons for such termination, prior to providing Alignd with notice of termination.

6. TREATMENT OF PATIENTS IN TERMS OF THE ALIGND PALLIATIVE CARE BENEFIT

- 6.1. The AP Benefit is to be offered by various different Schemes to their Members.
- 6.2. The AP Network Doctor shall have the right to elect whether or not to participate in the provision of the Services to the Members of any one particular Scheme. If the AP Network Doctor elects not to provide the Services to any one Member of a specific Scheme, such election shall apply in respect of all Members of that Scheme.
- 6.3. Notwithstanding anything to the contrary in this Agreement and/or any Scheme policy, the AP Network Doctor shall have the right to inform Patients of the treatment they consider most appropriate, albeit the fact that such treatment may differ from those benefits covered by a Scheme.
- 6.4. The Parties acknowledge and agree that transparency between them with regard to the quality and cost of the Services is vital for the provision of Value-Based Healthcare. Accordingly, the Parties each undertake to be transparent and share Patient data, subject to the provisions of this Agreement, and in particular in accordance with clause 13 of this Agreement and all Applicable Laws.

7. OBLIGATIONS OF ALIGND

For the duration of this Agreement, Alignd shall:

- 7.1. assist the AP Network Doctor, to ensure optimal implementation of the AP Benefit;
- 7.2. monitor and facilitate the provision of the Services by the AP Network Doctor, including clinical exception management in accordance with the Alignd Manual;
- 7.3. ensure that any and all updates and amendments to the requirements relating to the AP Network and/or AP Benefit are provided to the AP Network Doctor in a timely manner; and
- 7.4. provide the AP Network Doctor with regular reporting on cost and Outcomes.

8. ALIGND PALLIATIVE CARE NETWORK REQUIREMENTS

In order for the AP Network Doctor to join and remain a member of the AP Network, the AP Network Doctor must adhere to the requirements and conditions as set out in the Alignd Manual, for the duration of this Agreement.

9. GENERAL OBLIGATIONS OF THE AP NETWORK DOCTOR

The AP Network Doctor undertakes, in favour of Alignd to:

- 9.1. provide the Services in accordance with this Agreement and the Alignd Manual; and
- 9.2. during the currency of this Agreement and at all times faithfully, honestly and diligently render the Services and perform her/his obligations under this Agreement and the Alignd Manual.

10. SERVICES RENDERED BY THE AP NETWORK DOCTOR

- 10.1. The AP Network Doctor shall provide the Services to the Schemes and the Patients, in order to achieve the Outcomes, and in accordance with the provisions of this Agreement, the Alignd Manual and the Act.
- 10.2. In providing the Services, the AP Network Doctor must, inter alia, attend to the management of Patients requiring Palliative Care, and must also:
 - 10.2.1. establish the MDT where applicable, and inform Alignd and the Schemes of the identity of the members of the MDT;
 - 10.2.2. engage in and promote Value-Based Healthcare amongst the HCPs;
 - 10.2.3. hold regular meetings with the various HCPs to develop and update individualised comprehensive Palliative Care Plans and ensure optimal care co-ordination for Patients;
 - 10.2.4. make use of "Signapps" as the primary digital communications tool in relation to the provision of the Services, as further described below;
 - 10.2.5. promptly notify Alignd and Signapps in writing of any unauthorised use of the AP Network Doctor's Signapps account, any password to such account, or any other act or omission that would constitute a breach or violation by the AP Network Doctor of the Signapps terms and conditions, which will be provided by Alignd on receipt of written request from the AP Network Doctor. A breach of any of the Signapps terms and conditions may result in the termination of the AP Network Doctor's Signapps account

- and the inability of the AP Network Doctor to access or use the Signapps digital communications tool;
- 10.2.6. support and use various health information technology which enables the proactive management of the Palliative Care of the Patients;
 - 10.2.7. render the Services to all Patients without any discrimination, including (without limitation) on the basis of race, sex, disease, sexual orientation, nationality or religion;
 - 10.2.8. take reasonable instructions from Alignd and/or the Schemes when providing the Services;
 - 10.2.9. make sure that all the HCPs include ICD-10 Codes and the Alignd Tariff Codes in all claims, reporting and accounting documentation in relation to the Services and in accordance with Applicable Laws;
 - 10.2.10. provide any and all treatment records pertaining to a Patient to the Schemes and/or Alignd (including but not limited to those records relating to the diagnosis, treatment and health status of a Patient) when it receives a written or emailed request for such records by the Scheme or by Alignd, as the case may be, for purposes such as unlocking access to the AP Benefit, payment for a clinical exception or any other purpose as mutually agreed, and must not disclose any such records to any other person without the consent of the Patient; and
 - 10.2.11. make sure that the HCPs use the necessary skill and care normally used by the healthcare industry.
- 10.3. In providing the Services, the AP Network Doctor further undertakes to adhere to the following Service Levels:
- 10.3.1. adhere to the Alignd.Palliative clinical entry criteria when referring Members;
 - 10.3.2. adhere to evidence-based clinical Palliative Care protocols;
 - 10.3.3. adhere to prescribing medicine from the AP Medicine Formulary;
 - 10.3.4. adhere to the Alignd.Palliative clinical exception management process when relevant;
 - 10.3.5. initiate contact with a referred Patient within 2 (two) working days of receiving a written referral from Alignd;
 - 10.3.6. create a "Patient Thread" (which includes all of the data and/or communication records in relation to a Patient) on the dedicated Alignd Carespace on Signapps (being the secure and restricted virtual space for Alignd and the AP Network Doctors to communicate, as set out in the Manual) for every Patient under her/his care;
 - 10.3.7. submit the Palliative Care Plan, the Advance Healthcare Plan and the After-Hours Emergency Plan in respect of each Patient under her/his care onto the relevant Patient Thread;
 - 10.3.8. use her/his best endeavours to update the Palliative Care Plan on a monthly basis or more frequently as clinically indicated;

- 10.3.9. use her/his best endeavours to work collaboratively with the Patient's oncologist, general practitioner and other involved healthcare practitioners; and
- 10.3.10. ensure that what matters most to the Patient is captured in the Patient's Palliative Care Plan.

11. CLAIM SUBMISSIONS AND LIABILITY OF MEMBERS

- 11.1. The AP Network Doctor shall submit to the Schemes all Claims in the format prescribed by the Schemes from time to time and in accordance with all relevant Applicable Laws at the Scheme Rates and in accordance with the Billing Schedule as set out in the Alignd Manual.
- 11.2. In terms of the AP Benefit:
 - 11.2.1. the AP Network Doctor can only charge the Schemes on a fee for service basis; and
 - 11.2.2. the MDT Entity can only charge the Schemes the global professional fee in respect of the Intensive Benefit.
- 11.3. For the avoidance of doubt, as consideration for the provision of the Services, the AP Network Doctor shall only charge using the Scheme Rates (as further set out in the Alignd Manual) and shall not be entitled to charge and/or accept any payment whatsoever from Patients directly (i.e. the AP Network Doctor shall operate on a "contracted in" basis in relation to the provision of the Services).
- 11.4. No Members shall be liable to the AP Network Doctor or Alignd for any sums owed in terms of this Agreement, in accordance with Regulation 15E(b) of the Medical Schemes Act No. 131 of 1998 (as amended).

12. REMUNERATION, INVOICING AND PAYMENT

- 12.1. The fees payable by the Schemes to the AP Network Doctor ("**Fees**") are dependent on the phase of the AP Benefit on which the Patient is enrolled, and must be in accordance with the Billing Schedule, as further set out in the Alignd Manual.
- 12.2. VAT will be payable by the Schemes to the AP Network Doctor on the Fees in the event that the AP Network Doctor is registered for VAT.
- 12.3. The AP Network Doctor agrees that it shall invoice the Schemes in accordance with the VAT Act, and shall ensure
 - 12.3.1. that their BHF practice number and HPCSA practice number are both clearly recorded on any and all invoices submitted to the Schemes for FFS claims; and
 - 12.3.2. that the registration number in respect of the MDT Entity is clearly recorded on any and all invoices submitted to the Schemes for the Global Professional Fee in respect of the Intensive Benefit.
- 12.4. For the avoidance of doubt, no fees shall be payable by the AP Network Doctor to Alignd in terms of this Agreement or the Alignd Manual, other than any fees that may be applicable should the AP Network Doctor require Alignd's assistance in setting up an MDT Entity.

13. PERSONAL INFORMATION

- 13.1. The AP Network Doctor shall provide, and shall be provided with, certain information and data ("**Information**") relating to Members, the Rules and other third parties, to and from both the Schemes and Alignd from time to time, so that the AP Network Doctor may fulfil their obligations under this Agreement and as further set out in the Alignd Manual.
- 13.2. The AP Network Doctor undertakes and warrants to and in favour of Alignd that the AP Network Doctor shall at all times comply with obligations of POPI and all Applicable Laws in relation to the Information, and as further set out in the Alignd Manual.
- 13.3. The AP Network Doctor further undertakes and warrants to and in favour of Alignd:
 - 13.3.1. to use the Information only for the purpose of providing the care to Patients as required by the AP Benefit;
 - 13.3.2. that the Information shall remain, at all times, the property of the Schemes and/or the Members and are identified, clearly marked and recorded as such by the AP Network Doctor;
 - 13.3.3. to take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Information;
 - 13.3.4. to amend, update or erase any Information held by the AP Network Doctor from time to time, as they may be instructed to do so;
 - 13.3.5. (subject to any obligations the AP Network Doctor may have in terms of any Applicable Laws to retain the Information, and once the AP Network Doctor is no longer providing the Services to a particular Member) that the AP Network Doctor shall destroy and/or delete the Information pertaining to that Member from the AP Network Doctor's files, systems and magnetic data and shall instruct all her/his agents and any sub-contractors to do so;
 - 13.3.6. that, once any legal obligation resting on the AP Network Doctors to retain such Information has expired, that the AP Network Doctor shall immediately destroy and/or delete any such Information;
 - 13.3.7. not to sell, donate, cede or otherwise transfer or disseminate the Information so obtained to any third parties or otherwise provide access (or allow unauthorised access) to such Information to any third party on any basis whatsoever, whether commercial or otherwise, other than as is strictly necessary in order to provide the Palliative Care required by the Members in terms of the AP Benefit;
 - 13.3.8. to only use the Information so obtained in accordance with instructions provided to it by the Scheme and/or the Members and/or Alignd from time to time;
 - 13.3.9. that the AP Network Doctor shall ensure that adequate security measures are in place to protect against the accidental disclosure of or unauthorised access to such Information;
 - 13.3.10. not to use any Information in any manner that breaches this Agreement, or any applicable law or regulation, or infringes the rights of any third party and will not authorise or permit any other person to do so; and

13.3.11. to use the Information only for the stated purpose of ensuring that the Services required to be performed and provided by the AP Network Doctor to the Members in terms of the AP Benefit are duly provided.

13.4. The AP Network Doctor shall indemnify Alignd and hold it harmless for any breach by the AP Network Doctor of her/his responsibilities under POPI which renders Alignd liable for any costs, fines, claims or expenses of any of Members or any third party, howsoever arising.

13.5. The AP Network Doctor shall allow Alignd, or any agent duly authorised by Alignd, reasonable access to such Information or systems as is necessary to ensure that the AP Network Doctor is complying with the provisions of this clause 13, the provisions of the Alignd Manual and with POPI as a whole.

14. **INDEMNITY REGARDING THE USE OF SIGNAPPS**

Notwithstanding the provisions of any other clause in this Agreement, the AP Network Doctor shall indemnify, defend and hold Alignd and its respective directors, officers, employees and agents (“**the Indemnitees**”) harmless from and against any and all claims (including any third party claims), costs, damages, losses, suites, judgments or expenses of whatsoever nature and howsoever arising (collectively “**the Indemnified Claims**”) including reasonable attorneys’ fees incurred in responding to such Indemnified Claims, that the Indemnitees may suffer or incur arising out of or in connection with a breach by the AP Network Doctor of clause 10.2.5 of this Agreement.

15. **LIMITATION OF LIABILITY**

The AP Network Doctor will be liable in accordance with provisions of the common law and any pertinent legislation for her/his negligent and wilful acts or omissions. Notwithstanding the foregoing, the AP Network Doctor shall not be liable to Alignd in respect of indirect, incidental, punitive, consequential or exemplary damages (including loss of profits, loss of customers, goodwill and/or reputation) whatsoever.

16. **WARRANTIES**

The AP Network Doctor hereby warrants to and in favour of Alignd that:

16.1. as at the Signature Date, s/he has the power, authority and legal right to sign and execute this Agreement and that this Agreement and, if the Services are being provided through a MDT Entity, the MDT Entity has been duly authorised by all necessary actions of its directors and constitutes valid and binding obligations on it in accordance with the terms of this Agreement;

16.2. s/he shall avoid any activity which to her/his knowledge is detrimental to the other Parties and/or to the Members in any manner and specifically in regard to the Parties’ interests, reputation and goodwill;

16.3. s/he shall comply with all laws, rules and regulations and requirements of any governmental body which may be applicable to the performance and administration of the Services;

16.4. s/he shall not hold her/himself out as the agent or representative of Alignd;

16.5. for the duration of this Agreement,

16.5.1. except in the case of spiritual councillors, the AP Network Doctor shall not employ or sub-contract any aspect of the Services to any person who is not a HCP;

- 16.5.2. no aspect of the clinical services covered under the Initial and Ongoing Benefit may be sub-contracted to any doctor who is not a member of Palprac; and
- 16.5.3. medical doctors who are not members of Palprac, may form part of the MDT, provided that the AP Network Doctor exercises oversight of such other medical doctors in respect of all of the Patients; and
- 16.6. s/he shall obtain and maintain (and shall use her/his reasonable endeavours to procure proof that the members of the MDT obtain) all necessary licenses, accreditations and other authorisations that may be required from time to time in order to perform the Services in terms of this Agreement and to fulfil her/his obligations in terms of this Agreement.

17. **NOTICES AND ADDRESSES**

- 17.1. For the purposes of the giving of notices and the serving of legal process in terms of this Agreement, the Parties choose the address set out on the front page of this Agreement.
- 17.2. Either Party may at any time, by notice in writing to the other Party, change its chosen address to any other address that is not a post office box.
- 17.3. Any notice given in connection with this Agreement shall, save where a particular form of notice is stipulated, be delivered by hand; or sent by courier; or sent by email, to the address chosen by the Party concerned.
- 17.4. A notice given as set out above shall be deemed to have been duly given (unless a disputing Party proves the contrary) if delivered by hand, on the date of delivery; or if sent by courier, on the date of delivery by the courier service concerned; or if sent by email, on the 1st (first) Business Day after the date of transmission.
- 17.5. Any written notice (including any electronic mail) actually received by a Party shall be valid, notwithstanding that it may not have been given in accordance with the preceding provisions of this clause 17.

18. **BREACH**

If any Party ("**Defaulting Party**") commits a breach of this Agreement, and/or fails to comply with any of the provisions hereof, and:

- 18.1. if such breach is capable of remedy, and the Defaulting Party fails to remedy such breach and/or failure within 10 (ten) Business Days of receipt of a written notice from any other Party ("**Aggrieved Party**") requiring such remedial action; or
- 18.2. if such breach constitutes a material breach and is incapable of remedy,

then the Aggrieved Party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the Aggrieved Party may have in law:
- 18.3. to cancel this Agreement and/or claim damages; or
- 18.4. to claim immediate performance and/or payment of all the Defaulting Party's obligations in terms hereof and/or claim damages.

19. **TRANSFER MANAGEMENT**

- 19.1. Upon termination of this Agreement for whatever reason, the AP Network Doctor shall afford Alignd reasonable assistance in transferring the Services to another member of the AP Network (“**the Other Practitioner**”).
- 19.2. Without detracting from the generality of this obligation, the AP Network Doctor shall, to the extent required by Alignd:
 - 19.2.1. provide Alignd with all information and documentation required to enable the Other Practitioner to provide the Services, including any and all Patient records; and
 - 19.2.2. to the extent as may be necessary, provide such assistance to the Other Practitioner so as to ensure the Outcomes can be achieved.

20. **DISPUTES BY MEMBERS LODGED AGAINST THE PALPRAC PRACTITIONER**

- 20.1. Should any Member lodge a formal complaint or dispute or appeal with Alignd and/or any of the Schemes in respect of the AP Network Doctor, such dispute shall be resolved in accordance with such Scheme’s relevant complaint, appeals and dispute policies from time to time.
- 20.2. Any and all clinical performance reviews of the AP Network Doctor in respect of the Services provided in terms of this Agreement shall be dealt with in accordance with the Alignd Manual.

21. **GOVERNING LAW AND GENERAL DISPUTE RESOLUTION**

- 21.1. This Agreement will be governed by and construed in accordance with the laws of South Africa.
- 21.2. Should any dispute, disagreement or claim arise between the Parties concerning this Agreement (the “**Dispute**”) the Parties shall endeavour to resolve the Dispute by negotiation.
- 21.3. This entails one of the Parties inviting the other Party in writing to meet and to attempt to resolve the Dispute within 10 (ten) Business Days from the date of written invitation.
- 21.4. If the Dispute has not been resolved by negotiation within 10 (ten) Business Days of the commencement thereof, the Parties shall submit the Dispute for final resolution to arbitration which shall be conducted:
 - 21.4.1. in the English language;
 - 21.4.2. in Cape Town, South Africa;
 - 21.4.3. by 1 (one) arbitrator appointed by the Disputing Parties, or failing agreement between the Disputing Parties within 5 (five) Business Days of the first of them nominating a person for appointment as arbitrator, to be appointed by the Arbitration Foundation of Southern Africa (“**AFSA**”); and
 - 21.4.4. in accordance with the rules of AFSA.
- 21.5. Notwithstanding anything to the contrary in this clause 21, any Party shall be entitled to apply for, and if successful, be granted, an interdict or other interim and/or urgent relief from any competent court having jurisdiction, or to refer the Dispute to the Council.

- 21.6. The Parties agree that the written demand by a Disputing Party in terms of clause 21.3 for the dispute or difference be submitted to negotiation, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act No. 68 of 1969 (as amended).

22. **CONFIDENTIALITY**

- 22.1. Each Party shall keep confidential and shall not, without the prior written consent of the other Party, disclose to any person:
- 22.1.1. the details of this Agreement, the Aligned Manual, the AP Benefit and/or any and all intellectual property belonging to Aligned anywhere in the world (whether registered or unregistered), and including but not limited to any and all documentation relating to the MDT Entity;
 - 22.1.2. the details and/or personal information of the Members; and/or
 - 22.1.3. the Confidential Information which is not in the public domain.
- 22.2. No public announcement or statement of whatsoever nature or in any medium of communication (excluding disclosures required to be made in the financial statements of each Party and/or pursuant to any regulatory requirements) shall be made in relation to the conclusion, implementation or contents of this Agreement by any Party unless such announcement or statement has been approved in writing by the other Party prior to publication thereof.
- 22.3. The provisions of this clause 22 shall not preclude any Party from making any disclosure:
- 22.3.1. to its professional advisors, provided that it shall procure that such advisors comply with the provisions of this clause 22; and/or
 - 22.3.2. which it is required to make under the Applicable Laws.
- 22.4. The provisions of this clause 22 shall survive the termination of this Agreement for any reason whatsoever.

23. **CO-OPERATION**

- 23.1. Each Party hereby undertakes to use its respective Best Endeavours to:
- 23.1.1. do all things, and sign all documents as may be necessary, to give effect to the provisions and implementation of this Agreement read with the Aligned Manual;
 - 23.1.2. do and to procure the doing by other persons, and to refrain and procure that other persons will refrain from doing, all such acts;
 - 23.1.3. pass and to procure the passing of all such resolutions of directors or shareholders of any company;
- to the extent that the same may lie within such Party's power and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement and the Aligned Manual.
- 23.2. In particular, the designated representatives of the Parties shall endeavour to meet or make telephonic and e-mail contact on an ad hoc basis so as to effectively manage all aspects of this Agreement and the Aligned Manual, including the administrative, clinical and communication aspects thereof.

24. **GENERAL PROVISIONS**

- 24.1. No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.
- 24.2. This document (read with the Alignd Manual) contains the entire agreement between the Parties and neither Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein or in the Alignd Manual.
- 24.3. No indulgence, leniency or extension of time which a Party may grant or show to the other Party, shall in any way prejudice or preclude the Party granting or showing such indulgence, leniency or extension of time from exercising any of its rights in the future.
- 24.4. In the implementation of this Agreement, the Parties undertake to observe the utmost good faith and they warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of any other(s) of them.
- 24.5. Each of the provisions of this Agreement is separate and severable and enforceable accordingly. If any such term or condition is or becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other term or condition contained in this Agreement.

25. **COUNTERPARTS**

- 25.1. This Agreement may be executed in a number of counterparts and by the same Parties on different counterparts, but shall only be deemed to have been concluded when each Party has executed at least one counterpart.
- 25.2. Each counterpart, when executed, shall be an original, but all counterparts together constitute the same document.

.....
THE AP NETWORK DOCTOR

Name: _____

Date: _____

(who warrants her/his authority to sign)

.....
FOR: ALIGND (PTY) LTD
(who warrants her authority to sign)
Capacity: CEO

Name: LINDA HOLDING

Date: _____

Annexure A

DEED OF ADHERENCE TO BE SIGNED BY THE MDT ENTITY

To: Alignd (Pty) Ltd
info@alignd.co.za

_____ 20_____

Dear Alignd

RE: ADHERENCE TO THE NETWORK AGREEMENT

1. We, **[insert name of MDT Entity]** (Registration Number **[insert number]**) (“**the MDT Entity**”) hereby refer to the network agreement entered into between **[insert name of AP Network Doctor]** (HPSCA reference number **[insert number]** and BHF practice number **[insert number]**) (“**the AP Network Doctor**”) and Alignd (Pty) Ltd on or about **[insert date the agreement was signed]** (“**the Network Agreement**”).
2. Capitalized terms not defined in this deed of adherence shall bear the meaning ascribed to such term in the Network Agreement.
3. We, the MDT Entity, hereby:
 - 3.1. confirm that the MDT Entity is aware of the provisions of the Network Agreement and the Alignd Manual;
 - 3.2. agree to be bound by the terms of the Network Agreement in terms of clause 4.5 thereof, and hereby accept the rights and obligations of an AP Network Doctor as contained in the Network Agreement and the Alignd Manual, with effect from the Commencement Date;
 - 3.3. record our address and details for purposes of the domicile provisions in clause 17 of the Network Agreement are as follows:
 - 3.1.1. Address: _____
 - 3.1.2. Email: _____
 - 3.1.3. Attention: _____
 - 3.4. confirm that our undertaking in this deed is irrevocable.

Yours faithfully,

THE MDT ENTITY

**who warrants her/his authority to sign

Per: _____