

Preferred Service Provider Agreement entered into between:

Bestmed Medical Scheme

A medical scheme registered in terms of the Medical Schemes Act No 131 of 1998, with registration number 1252

Glenfield Office Park, 361 Oberon Avenue, Faerie Glen, Pretoria, 0184

(Hereinafter referred to as "**Bestmed**")

And

(Participating General Practitioner)

HPCSA Number: _____

Practice Number: _____

Having its principal place of business at: _____

(Hereinafter referred to as "**the Preferred Provider**")

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1. INTRODUCTION

- 1.1. Bestmed wishes to and hereby appoints the Preferred Provider to render the Services as defined in this Agreement; and
- 1.2. The Preferred Provider hereby accepts such appointment.
- 1.3. The Parties accordingly hereby enter into an agreement to record their terms of engagement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this agreement, unless the context clearly indicates a contrary intention –
 - 2.1.1. **“Agreement”** means this Agreement and Annexure I attached hereto, as well as all amendments and variations hereto;
 - 2.1.2. **“Bestmed”** means a medical scheme registered in terms of the Medical Schemes Act 131 of 1998, with registration number 1252;
 - 2.1.3. **“Business day”** means any day which is not a Saturday, Sunday or a public holiday as recognized under the laws of the Republic of South Africa;
 - 2.1.4. **“Confidential Information”** means any and all information and know how, relating or proprietary to the Parties, which has been disclosed to the other Party, including, without limitation, personal information as defined in the Protection of Personal Information Act 4 of 2013 relating to the Parties, their service providers, clients potential clients and/or third party contractors of the Parties, financial information, technology information, plans, trade secrets, processes, designs, drawings, technical specifications, templates, methodologies, statistics, software tools, techniques and data of whatever nature and in whatever form and training methodologies;
 - 2.1.5. **“Effective date”** means the date of signature by the Party signing last;
 - 2.1.6. **“Funding Guidelines”** means a guideline in respect of rates/costs and is not a clinical protocol as contemplated in Regulation 15. It is a fee schedule used by the Scheme as a benchmark to determine the Scheme approved benefit amount per financial year in terms of its benefit options.
 - 2.1.7. **“Laws”** means all laws; statutes: regulations; by-laws; codes (including the Medical Schemes Act, 131 of 1998 as amended and any specific codes, regulations, guidelines or ancillary legislation published pursuant thereto); ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, or awards; policies, voluntary restraints, guidelines, directives, compliance notices, abatement notices, and agreements with, requirements of, or instructions by any governmental body, regulator, court or other authority: and the common law, and “Law” shall have a similar meaning;
 - 2.1.8. **“Parties”** means, collectively, the Preferred Provider and Bestmed and Party means either of them as the context requires;
 - 2.1.9. **“Person”** means a natural person or a juristic person;
 - 2.1.10. **“Personnel”** means, in relation to a Party, the individual partners, directors, officers, employees, representatives, agents, independent contractors, subcontractors, suppliers, licensors, product providers, and service providers of that party;
 - 2.1.11. **“Preferred Provider”** means the Participating General Practitioner.

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- 2.1.12. **“Quotation”** means a formal statement that outlines the cost of services to be rendered by the Preferred Provider and in alignment with prescribed Scheme rates.
- 2.1.13. **“Scheme Rules”** means the rules of a medical scheme and includes the provisions of the law, charter, deed of settlement, memorandum of association or other document by which the medical scheme is constituted; the articles of association or other rules for the conduct of the business of the medical scheme; and the provisions relating to the benefits which may be granted by and the contributions which may become payable to the medical scheme.
- 2.1.14. **“Service/s”** means the services as described in Clause 5;
- 2.2. The singular shall include the plural and vice versa.
- 2.3. Reference to one gender shall include the other and the neuter.
- 2.4. The clause headings in this Agreement have been inserted for convenience only and shall not affect its interpretation.
- 2.5. This Agreement shall be interpreted in terms of South African law.
- 2.6. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 2.7. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 2.8. To the extent that there is a conflict between the Quotations and the provisions of this Agreement, this Agreement shall prevail.
- 2.9. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.10. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.11. Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions.
- 2.12. Where any term is defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that, that term has not been defined in this interpretation clause.
- 2.13. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.14. The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

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3. NATURE OF AGREEMENT

- 3.1. The Parties are independent contractors. Neither the Preferred Provider nor any of its members, directors, officers, employees, agents or contractors are deemed to be an agent, employee or partner of Bestmed. The Parties shall not and must ensure that their members, directors, officers, employees, agents or contractors do not hold out at any time that they represent, act for or are in any manner associated with the other Party, other than as independent contractors.
- 3.2. The Parties contract with each other in the spirit of utmost good faith.

4. COMMENCEMENT AND DURATION

- 4.1. Subject to the provisions of clause 6 and 10: -
 - 4.1.1. this Agreement shall commence on the Effective Date and shall endure indefinitely unless terminated by either party in writing in accordance with this agreement.
 - 4.1.2. Either Party to this Agreement shall be entitled to terminate the Agreement by delivering 30 (thirty) days written notice to that effect.

5. DUTIES OF THE PREFERRED PROVIDER

The Preferred Provider shall:

- 5.1. Provide their services and medical care to Bestmed's members ("members") on dates and times arranged and agreed upon by the clients and the Preferred Provider.
- 5.2. To use his/her best endeavours to build a constructive and interactive relationship with Bestmed in order to add value to the activities of all parties;
- 5.3. To provide medical care of a high medical and ethical standard to the members;
- 5.4. To commit to cost efficient practice in the application of resources to the members through ensuring levels of care which are appropriate for the members' condition, and which are medically and ethically necessary and appropriate;
- 5.5. To charge all Bestmed members at the rate agreed upon, as published on the Bestmed Website, which may be amended from time to time; and
- 5.6. To charge members at the rate agreed upon between Bestmed and the Preferred Provider, with no differentiation between PMB Claims and Non PMB Claims.

6. PAYMENT AND INVOICING

- 6.1. In return of the Preferred Provider rendering the services as provided for in this Agreement, the Parties agree that Bestmed shall pay the Preferred Provider as per the agreed tariffs as available on the Bestmed website and updated annually.
- 6.2. The Parties also agree that Bestmed shall pay the Preferred Provider as per the agreed tariffs as contained in **Annexure "B"** herein.
 - 6.2.1. The Preferred Provider shall not charge, claim or recover from the Scheme or the member any amount in excess of the agreed rate as set out in the applicable tariffs.

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- 6.2.2. In the event that the Scheme declines or rejects authorisation or payment for a procedure, and the Preferred Provider elects to proceed with performing or claiming for such procedure notwithstanding the rejection, the Scheme shall bear no liability whatsoever for any costs, charges or claims associated therewith.
- 6.3. The Parties agree that payment will be made in accordance with the Scheme Rules, Funding Guidelines and the relevant option benefits.
- 6.4. The Scheme has the discretion to and may adapt or change the tariff structures as proposed by various Healthcare Professional Associations and as recommended by the Scheme's Actuarial Consultants.

7. OBLIGATIONS OF BESTMED

- 7.1. Bestmed shall:
 - 7.1.1. Use to its best endeavours to build a constructive and interactive relationship with the Preferred Provider, in order to add value to the activities of the above parties;
 - 7.1.2. Endeavour to minimize the administrative impact of managed care interventions on the practice as much as possible;
 - 7.1.3. Provide the Preferred Provider with its Medical Scheme rate tariff file per option by December annually; for updated electronic tariff increases, the following link shall be used by the Preferred Provider: www.bestmed.co.za
 - 7.1.4. Retain the differentiation of its Preferred Provider reimbursement-rate per option for the duration of this Agreement;
 - 7.1.5. Reimburse the Preferred Provider practice directly at the rate agreed upon, as published on the Bestmed Website;
 - 7.1.6. Reimburse the Preferred Provider at the rate agreed upon with no differentiation between PMB Claims and Non PMB Claims;
 - 7.1.7. Pursuant to clause 12 and 13 of this Agreement not to divulge any information to a third party other than that which is necessary to carry out its role in this Agreement or as required by law, and to protect the Preferred Provider's information in the same way it protects its own information of similar nature;
 - 7.1.8. to only divulge/publish the name of the Preferred Provider mentioned herein in a member-number and password-controlled environment. The Preferred Provider information is not to be published in any unsecured or public space.
 - 7.1.9. to use a third-party actuarial company to profile and peer review the cost and quality outcomes of the healthcare services rendered by the Preferred Provider to the members of the Scheme.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. The Preferred Provider warrants that in rendering their obligations under this Agreement, without limiting other applicable performance warrants that:
 - 8.1.1. All employees and associated contractors of the Preferred Provider are duly qualified and authorised to render the services forming part of the subject matter of this Agreement;
 - 8.1.2. possesses valid public liability insurance;

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- 8.1.3. he/she is properly registered and in good standing with the HPCSA;
- 8.1.4. pursuant to the provisions of clause 6, the Preferred Provider will only charge the agreed tariffs as agreed to hereto.

9. INDEMNITY

Each Party (“Indemnifying Party”) indemnifies and holds harmless the other Party from and against any claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by such other Party as a result of or arising out of any damage alleged or proven by a third party, to the extent that such damage is attributable to the negligent or intentional conduct of the Indemnifying Party, including the conduct of any person under the direct or indirect control of the Indemnifying Party, rendering or procuring services in terms of this Agreement.

10. TERMINATION AND BREACH

- 10.1. This Agreement shall be terminated by either Party on written notice if the other Party:-
 - 10.1.1. commits a material breach of the Agreement which is capable of being remedied and fails to remedy that breach within 14 (fourteen) days;
 - 10.1.2. commits a material breach of this Agreement which cannot be remedied;
 - 10.1.3. commits an act, which if they were a natural person would be an act of insolvency as defined in the Insolvency Act, 24 of 1936 ;
 - 10.1.4. effects a compromise with any of its creditors generally;
 - 10.1.5. commences business rescue proceedings;
 - 10.1.6. takes steps or has steps taken against it, or effects or has effected against it, a sequestration or surrender of estate, winding up, judicial management or deregistration, in any jurisdiction or any act which may cause the aggrieved Party to apprehend that the defaulting party may be the subject of any proceeding or action which may affect it continuing to trade;
- 10.2. If a party is in breach of this Agreement, the other Party may, in addition to any other rights which it may have in terms of this Agreement or in law, including the right to claim damages, cancel this Agreement; or obtain an order against such defaulting Party for specific performance.
- 10.3. In the event of a change in the ownership or control of the Preferred Provider, Bestmed shall be entitled to terminate this agreement on 30 (thirty) days’ written notice.
- 10.4. In the event of a change in resources allocated to Bestmed, Bestmed shall be entitled to terminate this agreement on 30 (thirty) days’ written notice.
- 10.5. It is agreed that Either party to this Agreement shall be entitled to terminate the Agreement by providing 30 (thirty) days written notice to that effect.
- 10.6. The Preferred Provider participation in the Agreement may be summarily terminated in any of the under mentioned events happening:
 - 10.6.1. If a ruling by a disciplinary hearing of the HPCSA, results in the Preferred Provider being unable to provide unfettered and independent healthcare services to the beneficiaries of Bestmed or where the ruling, is of such

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a nature that the safety or the quality of care of Bestmed Beneficiaries is, in the sole opinion of Bestmed, being put at risk;

10.6.2. where the integrity and/or reputation of Bestmed is or may be impugned by the actions of the Preferred Provider.

10.7. Notwithstanding the provisions of this Clause 10 Bestmed shall be entitled to terminate this Agreement by giving 30 (thirty) days' written notice, without having to advance any reasons thereof.

11. FORCE MAJEURE

11.1. For purposes of this Agreement, circumstances of force majeure include but are not necessarily limited to war, invasion, hostilities, any act of any government or public authority, earthquake, flood, fire, drought or other physical disaster or any other circumstances beyond the reasonable control and not within the reasonable expectation of either Party.

11.2. If either Party to this Agreement is prevented from or delayed in performing any of its obligations under the Agreement by circumstances of force majeure as set out herein, then it will notify the other Party of the nature and expected duration of such circumstances and of the obligation or performance which is thereby delayed or prevented. The Parties will thereupon be excused from the performance or punctual performance, as the case may be, of their respective obligations from the day that such notification is received by the other Party for as long as the circumstances or prevention or delay may continue.

11.3. If the force majeure continues for more than 2 (two) months, the other Party shall be entitled to cancel this Agreement on the expiry of such 2 (two) month period, but shall not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the Force Majeure, it being specifically understood that the presence of a force majeure event shall not affect those obligations that would have arisen before such event.

12. CONFIDENTIALITY AND ANNOUNCEMENTS

12.1. The Parties agree to keep confidential the terms of this Agreement.

12.2. Neither of the Parties shall make any public statement or issue a press release or any other public document relating to or arising out of this Agreement without first obtaining the prior written approval of the other Party with regard to the contents thereof and the manner of its presentation and publication, provided that such approval will not be unreasonably withheld or delayed.

12.3. The Parties acknowledge that, during the course of their association with one another, they will acquire and be in possession of and will have access to, inter alia, confidential information, including but not limited to the following –

12.3.1. knowledge of one another's customers and potential customers, including their names and addresses;

12.3.2. matters which relate to the businesses of the Parties in respect of which information is not readily available in the normal course of business to competitors, all of which are hereafter referred to as "the confidential information".

12.4. The Parties hereby undertake, as an irrevocable stipulation in favour of one another in order to protect proprietary interest in the confidential information, not to –

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- 12.4.1. with effect from the Effective Date and in perpetuity, divulge or disclose to others in any form whatsoever, either directly or indirectly, any of the other party's Confidential Information;
- 12.4.2. after the Effective Date and at any time after the termination of this Agreement, to use for their own benefit, or for the benefit or any other person in any form or manner whatsoever, directly or indirectly, any of the other party's Confidential Information;
- 12.4.3. with effect from the Effective Date and for a period of 12 (twelve) months after the termination date of this agreement or any extensions thereof, solicit, interfere with, entice or endeavour to entice away from one another any employee or any other person, firm or company who was a customer or who was accustomed to dealing with one of the Parties at any time during the continuance of this Agreement.
- 12.5. The Parties shall each ensure that all their officers, directors, employees, representatives, contractors and/or agents who act on their behalf in terms of this Agreement, sign a confidentiality undertaking substantially similar to that set out in this clause and that only such officers, directors, employees, representatives, contractors and/or agents shall be the recipients of any Confidential Information.

13. DATA PROTECTION

Provisions relating to Data Protection and the protection of personal information in relation to this Agreement are contained in the **Annexure "A"** attached hereto.

14. SOCIAL MEDIA USAGE

- 14.1. The Preferred Provider agrees that in instances where it uses social media:
 - 14.1.1. It shall comply with the confidentiality obligations towards Bestmed as mentioned in this Agreement;
 - 14.1.2. It shall not upload, post, forward, share, react, like or comment on a link that may be discriminatory, abusive, racist, constitute hate speech, obscene, pornographic, harassing, derogatory, defamatory, unlawful or otherwise inappropriate content;
 - 14.1.3. It shall not make any reference to Bestmed, whether by way of an upload, post, forward, share, react, like or comment unless specifically provided for in the purpose set out in this Agreement.
- 14.2. Bestmed may from time to time conduct searches in respect of the use of its name to ensure that this clause is complied with.
- 14.3. Should Bestmed become aware that the Preferred Provider has acted in a manner inconsistent with this clause, Bestmed shall communicate to the Preferred Provider to remove such post, forward, share, react, like or comment within 7 (seven) days. Nothing contained in this provision shall preclude Bestmed from exercising any of its rights, including an interdict and/or claim for damages.
- 14.4. The Preferred Provider hereby accepts responsibility for the content published on its social media platforms.

15. MEDIATION AND ARBITRATION

- 15.1. The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach thereof. If such dispute cannot be settled amicably, through ordinary negotiations by the parties, the dispute shall be referred to the senior representative nominated by each party,

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who will meet in good faith in order to resolve the dispute. If the dispute is not resolved as a result of such meeting, either party may, within 7 (seven) days of its conclusion, propose to the other in writing that structured negotiations be entered into with the assistance of a mediator.

- 15.2. If the parties are unable to agree on a mediator, or if the mediator agreed upon is unwilling or unable to act, any party may within 7 (seven) days from the date of the proposal to appoint a mediator, or within 7 (seven) days of notice to any party that is unwilling or unable to act, apply to the Legal Practice Council to appoint a mediator.
- 15.3. The parties will, within 7 (seven) days of the appointment of the mediator, meet with him in order to agree on a program for the exchange of any information and the structure to be adopted for the negotiation to be held in Pretoria.
- 15.4. All negotiations connected with the dispute will be conducted in complete confidentiality and the parties undertake not to divulge details of such negotiations, except to their professional advisors, who will also be subject to such confidentiality and will be without prejudice to the rights of the parties in future proceedings.
- 15.5. If the parties accept the mediator's recommendations, or otherwise reach agreement on the resolution of the dispute, such agreement shall be reduced to writing and once it is signed by the duly authorised representatives, shall be final and binding on the parties.
- 15.6. The costs of mediation shall be borne by the Party that requested the mediation.
- 15.7. Should the parties fail to reach agreement in the structured negotiations within 30 (thirty) days of the mediator being appointed, such a failure shall be without prejudice to the right of any party, subsequently to refer any dispute or difference to arbitration, but the parties agree that, before resorting to arbitration, the structured negotiations in accordance with this clause shall have taken place. That arbitration shall be held –
 - 15.7.1. with only the parties and their representatives including their legal representatives, present thereat;
 - 15.7.2. In Pretoria.
- 15.8. The arbitration shall be subject to the Uniform Rules of Court promulgated in terms of the Supreme Court Act 59 of 1959 subject to such shortened time periods as may be agreed between the parties.
- 15.9. The arbitrator shall be an impartial admitted attorney or advocate whether practising or non-practising of not less than 15 (fifteen) years standing appointed by the parties or, failing agreement by the parties within 14 (fourteen) days after the arbitration has been demanded, at the request of either of the parties shall be nominated by the Legal Practice Council.
- 15.10. The parties shall keep the evidence in the arbitration proceedings and any other ruling made by any arbitrator confidential unless otherwise contemplated herein.
- 15.11. The arbitrator shall be obliged to give his award in writing fully supported by reasons.
- 15.12. The provisions of this clause are severable from the rest of this agreement and shall remain in effect even if this agreement is cancelled for any reason.
- 15.13. The arbitrator shall have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 15.14. This clause shall not mean or be deemed to mean or interpreted to mean that either of the parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

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15.15. The costs of arbitration shall be borne by the unsuccessful party.

16. NOTICES AND DOMICILIA

16.1. The Parties choose the physical addresses below as their respective *Domicilia Citandi et Executandi* –

16.1.1. Bestmed Medical Scheme

Physical Address:

Block C, Glenfield Office Park,

361 Oberon Avenue,

Faerie Glen,

Pretoria,

0001

Telephone: (012) 818 9080

Email: providers@bestmed.co.za

Postal Address:

P.O Box 2297

Arcadia

0001

16.1.2. Preferred Provider

Physical Address:

_____,'

_____,'

_____,'

_____,'

Telephone: _____

Email: _____

16.2. Any notice required or permitted to be given under this agreement shall be valid and effective only if in writing.

16.3. A Party shall be entitled to change its *Domicilium Citandi et Executandi* on 7 (seven) day written notice to the other Party hereto.

16.4. Any notice given by either Party to the other (“addressee”) which

16.4.1. is sent by email shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.

16.4.2. is delivered by hand to a responsible person during business hours at the addressee’s *domicilium*, shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.

16.5. Notwithstanding anything to the contrary herein, a written notice actually received by a Party, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the addressee’s *domicilium*.

17. CESSION AND ASSIGNMENT

Neither of the Parties shall, without the written consent of the other Party at any time, cede, assign or transfer or otherwise alienate, burden or deal with any of its rights in terms of this Agreement.

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18. INTELLECTUAL PROPERTY

Each Party shall retain its intellectual property rights and title in respect of trade marks, logos and the like, whether registered or not, and nothing contained in this agreement shall be construed as giving the other party any right or interest in intellectual property.

19. ENTIRE AGREEMENT

- 19.1. This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof, and supersedes any oral agreement that may have been concluded between the Parties in relation to the subject matter hereof.
- 19.2. No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions, terms or rights of this Agreement or of any Agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 19.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this agreement.
- 19.4. Each Party warrants that it has the power, authority and legal right to sign and perform in terms of this Agreement and that, where applicable, this Agreement 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.
- 19.5. The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.
- 19.6. Each of the Parties hereto acknowledges that they have been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that they have either taken such independent legal advice or dispensed with the necessity of doing so. Further, each of the Parties hereto acknowledge that all of the provisions of this agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties.
- 19.7. In the event of any provisions of this Agreement being invalid, such provision/s shall be regarded as severable from the remainder of the agreement which shall remain of full force and effect.

20. COSTS

Each Party shall bear and pay its own costs and expenses (including legal, corporate advisory and corporate finance advisory fees and expenses) of and incidental to the negotiation, preparation and completion of this agreement.

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SIGNED at PRETORIA on this 17th day of December 2025.



Leo Dlamini
Bestmed CEO

For and on behalf of **Bestmed**
Warranting his authority to sign.

AS WITNESS:

Witness:  _____

Dr Dion Kapp
Executive Manager: Managed Healthcare and Service Providers

SIGNED at _____ on this ____ day of _____ 202__.

_____ (name) _____ (signature)

Preferred Provider

For and on behalf of the Supplier warranting his/her authority to sign

AS WITNESS:

_____ (name) _____ (signature)

Please return together with initialled pages to providers@bestmed.co.za

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RECITAL

- 1.1. The Parties have agreed to record the terms in as far as they relate to the Processing of Data as contemplated in this Annexure (hereinafter referred to as "**the Agreement**") and wish to record such the terms upon which the Processing of Data will take place in respect of their commercial relationship with one another, in this Agreement, which Agreement will in and of itself constitute the final agreement between the Parties in respect of the Processing of Data.
- 1.2. Any terms defined herein, save as where expressly provided, shall bear the meaning ascribed to them in terms of this Agreement and although the provisions of the Main Agreement shall be read as if specifically recorded herein and apply *mutatis mutandis*, the provisions of this Agreement shall in all circumstances take preference over any provisions of the Main Agreement which relate to the Processing of Data in any manner whatsoever pursuant to the Parties complying with their obligations towards one another, whether it be in terms of this Agreement or the Main Agreement.

2. INTERPRETATION

- 2.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
- 2.1.1. "**Agreement**" means the agreement recorded in this document, including all annexures hereto;
- 2.1.2. "**Applicable Law(s)**" means, as amended from time to time and to the extent it applies to a Party (including, as applicable, affiliates and sub- contractors of a Party), or the Processing and wherever occurring in any relevant jurisdiction, (a) any statute, regulation, notice, policy, directive, ruling or subordinate legislation (including treaties, multinational conventions and the like having the force of law); (b) all relevant judgments, rulings and orders handed down by any competent court situated within the Republic of South Africa; (c) the common law; (d) any applicable industry code, policy or National Standards enforceable by law, and (e) any applicable direction, policy or order that is given by any regulator,

competent authority or organ of state or industry body;

- 2.1.3. "**Bestmed**" means Bestmed Medical Scheme (Registration Number: 1252), a non-profit, mutual medical scheme registered in terms of the Medical Schemes Act, No. 131 of 1998 (As Amended), with its principal place business situated at Block A, Glenfield Office Park, 361 Oberon Street, Faerie Glen, Pretoria;
- 2.1.4. "**Confidential Information**" means any and all confidential information (whether in oral, written or electronic form) given, including technical information, other information or Personal Information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, intellectual property, assets, strategy, products, including without limitation information relating to the Data, data processes, management, financial, marketing, technical and other arrangements or operations of any affiliate, person, firm, or organization associated with that party;
- 2.1.5. "**Data**" means any data of the Employee(s) or any related party, including Personal Information, irrespective of the media or form and includes: (i) all data that is in the possession of the Scheme, and all data concerning or indexing such data (regardless of whether or not owned by the Scheme or generated or compiled by the Scheme); and (ii) all other records, data, files, input materials, reports, forms and other such items that may be received, computed, developed, used or stored by any third party or any of its employees, contractors or agents from, for or on behalf of the Scheme, all of which are confidential for purposes of this Agreement and are subject to clause 8 below;
- 2.1.6. "**Data Subject**" means Bestmed's Employees or any Third Party in respect of whom Bestmed Processes Data;
- 2.1.7. "**Data Protection Legislation**" means any data protection or data privacy laws applicable within the Republic of South Africa from time to time,

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including but not limited to the Protection of Personal Information Act 4 of 2013;

- 2.1.8. **"Data Protection and Privacy Policy"** means the Scheme's policy which sets forth its position in respect of data protection and compliance with Applicable Law(s), which may be accessed at www.bestmed.co.za;
- 2.1.9. "Employee" means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party or their affiliates;
- 2.1.10. **"Good Industry Practice"** means, in relation to an obligation, undertaking, activity or a service, the exercise of a degree of skill, speed, care, diligence, judgement, prudence and foresight and the use of practices, controls, systems, technologies and processes, which would be reasonably expected from a skilled, experienced and market leading service provider that is an expert in performing the same or similar obligation, undertaking, activity or undertaking, activity or service and utilising and applying skilled resources with the requisite level of expertise and utilising and applying skilled resources with the requisite level of expertise;
- 2.1.11. **"Information Processing Infrastructure"** means any hardware, software or other means by which the Parties may (either directly or indirectly) process Personal Information;
- 2.1.12. **"Intellectual Property Rights"** means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data or the Data, utility models, domain names and all similar rights and, in each case: whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; and wherever existing.
- 2.1.13. **"Main Agreement"** means the Master Service/Supplier Agreement to which this Agreement is an Annexure;

- 2.1.14. **"National Standards"** means the South African National Standard (ISO/IEC 27002:2013 and SANS 27002:2014) published to regulate info technology, security techniques and security controls, or any prevailing version thereof from time to time;
- 2.1.15. **"Operator"** means Person(s) who Process Data for the Scheme from time to time, which Person(s) may include the Processor from time to time;
- 2.1.16. **"Parties"** means the parties to this Agreement;
- 2.1.17. **"Person(s)"** means any natural or juristic person;
- 2.1.18. **"Personal Information"** means information relating to any Person, including but not limited to: (i) information relating to the race, gender, sex, marital status, national, ethnic or social origin, colour, age, disability, language and birth of a Person; (ii) information relating to the education or the medical, financial, criminal or employment history of a Person; (iii) information relating to the financial affairs of a Person; (iv) credit card details and transactional data; (v) any identifying number, symbol, e-mail address, physical address, telephone number, VAT registration number or other particular assignment to a Person; (vi) correspondence sent by a Person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (vii) the views or opinions of another individual about a Person; (viii) the name of a Person if it appears with other personal information relating to a Person or if the disclosure of the name itself would reveal information about a Person; and (ix) any other information which may be treated or defined as "personal information" in terms of any Applicable Laws, including any applicable Data Protection Legislation;
- 2.1.19. **"POPI"** means the Protection of Personal Information Act, 4 of 2013 and includes any regulations to or rules in terms of the Protection of Personal Information Act, 4 of 2013 and any subsequent amendments to it;

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- 2.1.20. **"Process"** and **"Processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including its collection, receipt, recording, organisation, collation, storage, updating or modification, merging, linking, blocking, degradation, erasure or destruction, retrieval, alteration, consultation, testing or use, dissemination or distribution by any means;
- 2.1.21. **"Processor"** means the Service Provider/Supplier as defined in the Main Agreement and may, depending on the circumstances, act in the capacity of an Operator vis-à-vis the Scheme;
- 2.1.22. **"Special Personal Information"** means Personal Information concerning, amongst other aspects contemplated in terms of section 26 Part B of POPI, a Data Subject's, religious beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life, biometric data, or criminal behaviour;
- 2.1.23. **"Third-Party/Third-Parties"** means any employees, independent contractor, agent, consultant, broker, managed healthcare services provider, sub-contractor, user of the Scheme's websites or mobile application interfaces, or other representative of the Scheme, including any applicable Regulatory Authority and the Processor contemplated herein in certain contexts;
- 2.1.24. **"the Scheme"** means Bestmed Medical Scheme (Registration Number: 1252);
- 2.1.25. **"Regulator"** means the Information Regulator established in terms of POPI;
- 2.1.26. **"Regulatory Authority"** means the any regulatory authority who may from time to time exercise oversight over the Scheme's operations, including the Regulator as defined herein;
- 2.1.27. **"Security Measures"** means the security measures with which the Processor is required to comply throughout the Processing of Data in terms of this Agreement;
- 2.2. In this Agreement –
- 2.2.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
- 2.2.2. an expression which denotes -any gender includes the other genders; a natural person includes a juristic person and *vice versa*; the singular includes the plural and *vice versa*;
- 2.2.3. a Party includes a reference to that Party's successors in title and assigns allowed at law; and
- 2.2.4. a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.
- 2.2.5. Any reference in this Agreement to –
- 2.2.5.1. **"business hours"** shall be construed as being the hours between 08h00 and 17h00 on any business day. Any reference to time shall be based upon South African time;
- 2.2.5.2. **"days"** shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.2.5.3. **"laws"** means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and **"law"** shall have a similar meaning; and
- 2.2.5.4. **"person"** means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.
- 2.2.6. The words **"include"** and **"including"** mean "include without limitation" and "including

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without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

- 2.2.7. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.2.8. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.2.9. Unless otherwise provided, defined terms appearing in this Agreement shall be given their meaning as defined.
- 2.2.10. A reference to any statutory enactment shall be construed as a reference to that enactment as at the Effective Date and as amended or substituted from time to time.
- 2.2.11. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.2.12. If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 2.2.13. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.2.14. The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 2.2.15. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for

the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.

- 2.2.16. The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.2.17. Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 2.2.18. In this Agreement the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to this Agreement.
- 2.2.19. The Parties expressly agree and acknowledge that the provisions of the Main Agreement relating to matters not specifically dealt with herein, shall be read as if specifically incorporated herein, *mutatis mutandis*.

3. INTRODUCTION

- 3.1. The Scheme has certain Data in its possession by virtue of it fulfilling the functions of a non-profit, mutual medical scheme registered in terms of the MSA, which functions include, amongst others and without limitation, providing certain products and services to its Member(s).
- 3.2. Pursuant to fulfilling its functions and complying with its obligations in terms of the Main Agreement, the Scheme may be required to transfer Data to the Processor, who in turn requires access to such Data in order to Process such Data for a specifically defined purpose, thereby fulfilling its respective contractual obligations towards the Scheme in terms of the contractual relationship with the Scheme, more specifically its obligations in terms of the Main Agreement.
- 3.3. The Parties wish to override any potential provisions of the Main Agreement relating to the Processing of Data and hereby record in writing their agreement in respect of the above matters herein.

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4. MANNER AND PURPOSE OF PROCESSING

4.1. The Processor will only Process the Data for the purpose set out in the Main Agreement and as set out in this Agreement.

5. ACCESS TO AND PROCESSING OF DATA

5.1. The Scheme shall permit the Processor to have access to Data solely to the extent that the Processor requires access to such data in line with the purpose(s) of the Main Agreement.

5.2. The Processor shall Process the Data of any Data Subject or Third Parties in a manner which is consistent with the Scheme's Data Privacy Policy and the provisions of the Scheme's Data Privacy Policy shall be incorporated into this Agreement as if specifically recorded herein, thereby binding the Processor thereto.

5.3. The Scheme warrants that it has obtained the required consent, as contemplated in terms of POPI, from the Data Subjects, Third Parties and/or Person(s) to which the Data relates and belongs, for the Scheme (i) to be in possession of and Process the Data in relation to the provision of the products and services to the Person(s); and (ii) disclose the Data to the Processor and for the Processor to Process the Data in the manners set out in this Agreement and for the purpose as set out in the Main Agreement.

5.4. The Parties specifically record that all Data provided by the Scheme to the Processor, or to which the Processor may be exposed, shall constitute Confidential Information and, as such, the Processor shall comply with all the provisions of this Agreement

5.5. The Processor warrants that all Processing of the Data will be conducted strictly in accordance with Applicable Laws, including, without limitation, the provisions of POPI.

5.6. The Processor warrants and undertakes that it shall take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Data Processed by it and protect such Data against unauthorised or unlawful disclosure, access or Processing, accidental loss, destruction or damage. The measures referred to in this clause 5.6 shall include:

5.6.1. identifying, and conducting its own regular assessments to identify, all reasonably foreseeable internal and external risks to the Data in its possession or control ("Data Risk Assessments");

5.6.2. establishing and maintaining appropriate safeguards against the risks identified and regularly verifying that such safeguards are effectively implemented;

5.6.3. updating and aligning its safeguards to address the risks and deficiencies identified during and/or pursuant to any Data Risk Assessments;

5.6.4. regularly verifying that the safeguards are effectively implemented and that the updated and aligned safeguards are effectively implemented;

5.6.5. ensuring that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;

5.6.6. providing the Scheme with copies and details of the results of all Data Risk Assessments within 10 (ten) Business Days after they are required by the Scheme;

5.6.7. having due regard to Applicable Laws (including prevailing Data Protection Legislation), Good Industry Practice, and generally accepted information security practices and procedures which may apply to the Processor from time to time or which are required in terms of specific industry or professional laws, rules, regulations and/or applicable National Standards.

5.7. The Processor warrants and undertakes that it shall not, at any time, copy, compile, collect, collate, Process, mine, store, transfer, alter, delete, interfere with or in any manner use the Data for any purpose(s) other than is necessary to discharge its contractual obligations in terms of the Main Agreement.

5.8. The Processor further warrants that it shall ensure that all its systems and operations which it uses for the Processing of the Data in terms of this Agreement, including all systems and/or Information Processing Infrastructure on or through which the Data is Processed, copied, compiled, collected, collated, mined, stored,

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transmitted, altered or deleted or otherwise used in terms of this Agreement, shall at times be of minimum standards required in terms of Applicable Laws, specifically prevailing Data Protection Legislation, and applicable National Standards and Good Industry Practice for the protection, control and use of such Data.

- 5.9. Other than to authorised Employees of the Processor who require access to such Data strictly in order for the Processor to Process the Data for the purposes set out in the Main Agreement, the Processor shall not disclose or otherwise make available the Data to any third party (including sub- contractors, affiliates or Employees), except where the Processor has concluded appropriate written agreements with such third parties, containing similar terms to those set forth in this Agreement, dealing with that third party's obligations in respect of its Processing of the Data.

6. DATA SECURITY BREACH

- 6.1. The Processor shall notify the Scheme immediately when the Processor becomes aware of or suspects any loss, unauthorised access or unlawful use of any Data and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of Data and to restore the integrity of the affected information systems and/or Information Processing Infrastructure as quickly as is possible. The Processor shall also be required to provide the Scheme with details of the Person(s) who are affected by the security breach and the nature and extent of the breach, including details of the identity of the unauthorised Person(s) who may have accessed or acquired the Data.
- 6.2. The Processor shall provide the Scheme with reports on its progress in resolving the breach at reasonable intervals, as determined by the Scheme in its sole discretion, until such time as the compromise as a result of the breach is resolved to the Scheme's satisfaction, which too will be determined in the Scheme's sole and absolute discretion.
- 6.3. In consultation with the Scheme and where required by any Applicable Laws, prevailing Data Protection Legislation or National Standards, the Processor may be required to notify the South African Police Service; and/or the National Intelligence Agency of a security breach and in certain circumstances the Scheme may request that the Processor notifies the applicable

regulator and/or the affected Person(s). Any such notification shall be in a form prescribed by the Scheme and contain such information as is specified by the Scheme. Notwithstanding the foregoing, a notification to Person(s) to whom the Data relates, shall always include sufficient information to allow such Person(s) to take protective measures against the potential consequences of the breach.

- 6.4. The Processor shall provide co-operation in any investigation relating to security which is carried out by or on behalf of the Scheme, including providing any information or material in its possession or control and implementing new security measures, to the extent requested by the Scheme.

7. DISCLOSURE REQUIRED BY LAW, REGULATION OR COURT ORDER

- 7.1. In the event that the Processor is required to disclose any Data, as required by law, regulation or court order or to comply with an obligation imposed by law on the Processor, it will advise the Scheme thereof prior to any such disclosure.
- 7.2. The Processor will take such steps as may be required to limit the extent of the disclosure to the extent that it lawfully and reasonably practically can and will afford the Scheme a reasonable opportunity, if possible and permitted, to intervene in the proceedings and further, will comply with the Scheme's requests as to the manner and terms of any such disclosure.
- 7.3. The Processor shall not maintain records of the Data for longer than is necessary in order for it to discharge its obligations in terms of the Main Agreement and shall be required to destroy or de-identify such Data once the Data is no longer necessary for the Processor to achieve this purpose(s). Such destruction or de-identification shall be executed in accordance with all Applicable Laws, prevailing Data Protection Legislation, National Standards and the Processor's own data protection policies.

8. CONFIDENTIALITY

- 8.1. The Parties acknowledge that the Data is valuable, important and of a highly confidential nature and that the Scheme may suffer irreparable harm or substantial economic and other loss in the event of such Data being disclosed or used otherwise than in accordance with this Agreement.

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- 8.2. All Data provided or disclosed by the Scheme to the Processor is confidential and is either proprietary to the Scheme, the Person(s) to which the Data relates.
- 8.3. The Processor irrevocably and unconditionally agrees and undertakes to treat and safeguard the Data as strictly private, secret and confidential;
- 8.3.1. not to use or permit the use of the Data for any purpose other than for which it was intended and, in particular, not to use or permit the use of the Data, whether directly or indirectly, to obtain a commercial, trading, investment, financial or other advantage over the Scheme or otherwise use it to the detriment of either the Scheme, the Person(s) to which the Data relates;
- 8.3.2. not to sell, transfer or trade or permit the sale, transfer or trade of the Data to any person for purposes of the commercial exploitation of the Data by the Processor or any such person, including for purposes of marketing any goods, services or products to the Person(s) to which the Data relates, or contacting the Person(s) to which the Data relates for any reason unrelated to the purposes for which the Data is Processed in terms of this Agreement;
- 8.3.3. except as permitted by this Agreement, not to disclose, publish or divulge, directly or indirectly, the Data in any manner to any third party for any reason or purpose whatsoever, unless the Scheme, Person(s) to which the Data relates has specifically consented to such disclosure;
- 8.3.4. to keep all Data safe and secure and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss, unauthorised access (including access by electronic means) and to prevent unauthorised access to the Data by third parties;
- 8.3.5. not to use the Data, whether directly or indirectly, for the Processor's benefit or the benefit of any person other than the Scheme, the Person(s) to which the Data relates; to maintain adequate physical controls and password protections for any server, systems or Information Processing Infrastructure on

which the Data is stored or through which it is Processed;

- 8.3.6. ensure that Data is not stored on any mobile devices or transmitted electronically, unless it is encrypted;
- 8.3.7. not to decompile, disassemble or reverse engineer the whole or any part of the Data.
- 8.4. The Processor shall, always subject to the provisions of this Agreement, be entitled to disclose the Confidential Information only to third parties with whom appropriate confidentiality and non-disclosure agreements on substantially the same terms and conditions contained in this Agreement have been concluded ("**Permitted Recipient**"), and then only to the extent that such disclosure is strictly necessary and it has obtained the consent of the Scheme to do so.
- 8.5. The Processor shall be responsible for procuring that all Permitted Recipients abide by the provisions of this Agreement and agree to be bound by the confidentiality undertakings given to the Scheme by the Processor in this Agreement. The Processor shall be responsible for any breach of the terms of this Agreement by any Permitted Recipient.
- 8.6. The Processor's failure to obtain receipt of the written undertaking referred to in clause [8.4](#) shall in no way detract from its obligations in terms of this Agreement.
- 8.7. The Processor shall, at its own expense, within 10 (ten) business days of written demand from the Scheme –
- 8.7.1. return or destroy (as stipulated by the Scheme), and procure the return or destruction of all Data and all copies of it (whether in paper, electronic or other format) held by the Processor or by any Permitted Recipient without keeping any copies or partial copies thereof;
- 8.7.2. destroy, and procure the destruction of all analyses, compilations, notes, studies, memoranda or other documents prepared by the Processor or by any Permitted Recipient which contain or otherwise reflect or are generated from the Data, in part or in whole;
- 8.7.3. delete or procure the deletion of all Confidential Information from any computer, server, word processor or other electronic device in the possession or control of the Processor or any Permitted Recipient; and

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- 8.7.4. confirm in writing to the Scheme that it and all Permitted Recipients have complied with the provisions of clauses 8.7.1 to 8.7.2.
- 8.8. The Processor shall not be required to return, destroy or delete Data to the extent that –
- 8.8.1. it is required to retain such Data by law or to satisfy the rules and regulations of a regulatory body to which the Processor or any Permitted Recipient is subject;
- 8.8.2. the Data is already known to the Processor or Permitted Recipient at the date of the Processor or Permitted Recipient received access to the Data in terms of this Agreement; or
- 8.8.3. the Data is already in possession of the public or becomes available to the public otherwise than through an act of default by the Processor or Permitted Recipients.
- 8.9. In the event that the Processor is required to disclose Data pursuant to a requirement or request by operation of law, regulation or court order, it will –
- 8.9.1. advise the Scheme thereof in writing prior to disclosure, if possible; take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
- 8.9.2. in the case of any disclosure required in terms of the Promotion of Access to Information Act, 2000 apply the principles of Chapter 4 (the grounds for refusal of access) thereof in order to avoid and/or limit the extent of any such disclosure;
- 8.9.3. afford the Scheme a reasonable opportunity, if possible, to intervene in the proceedings;
- 8.9.4. comply with the Scheme's reasonable requests as to the manner and terms of any such disclosure; and
- 8.9.5. notify the Scheme of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it is made.

9. INDEMNITY

The Processor fully indemnifies the Scheme against and holds the Scheme harmless from any claim, loss or damage of any nature whatsoever, arising from the Processor's breach of this Agreement or any other cause

whatsoever in respect of the Processor's access to and Processing of the Data, including but not limited to direct, indirect, special, incidental or consequential damages of whatever nature.

10. GENERAL WARRANTIES

- 10.1 In addition to and without limiting any other warranty under this Agreement, each of the Parties hereby warrants to and in favour of the other that –
- 10.1.1. it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
- 10.1.2. this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 10.1.3. the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
- 10.1.3.1 contravene any law or regulation to which that Party is subject;
- 10.1.3.2 contravene any provision of that Party's constitutional documents; or
- 10.1.3.3 conflict with or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it; and
- 10.1.3.4 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
- 10.1.4 it is entering into this Agreement as principal (and not as agent or in any other capacity);
- 10.1.5 the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so; and;
- 10.1.6 it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 10.1.7 Each of the representations and warranties given by the Parties in terms of clause 10.1 shall –
- 10.1.8 be a separate warranty and will in no way be limited or restricted by inference from the terms

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of any other warranty or by any other words in this Agreement; and
10.1.9 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 Any Intellectual Property Rights in the Data together with any related materials or documentation are and shall remain the property of the Scheme, the Person(s) to which the Data relates.
- 11.2 The Processor indemnifies the Scheme against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection

with any claim that the Processing by the Processor of the Data infringes the Intellectual Property Rights of any third party.

12. BREACH

12.1 It is specifically agreed that the provisions pertaining to breach by any of the Parties of their obligations in terms of this Agreement, shall be regulated by the provisions of the Main Agreement, the provisions of which shall be read as if specifically incorporated herein and the obligations of which shall survive termination of the Main Agreement.

SIGNED at PRETORIA on this 17th day of December 2025.



Leo Dlamini
Bestmed CEO

For and on behalf of **Bestmed**
Warranting his authority to sign.

AS WITNESS:

Witness:  _____

Dr Dion Kapp
Executive Manager: Managed Healthcare and Service Providers

SIGNED at _____ on this ____ day of _____ 202__.

_____ (name) _____ (signature)

Preferred Provider

For and on behalf of the Supplier warranting his/her authority to sign

AS WITNESS:

_____ (name) _____ (signature)

Please return together with initialed pages to providers@bestmed.co.za

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