



# Practice Code Number Application Form: Private Hospital

The BHF's PCN unit ("PCNS") is the entity tasked with the administration of practice code numbers. It is the responsibility of the applicant to complete the particulars required hereunder and to supply all the necessary information, as per the PCN application. The PCN unit will allocate PCNs to suppliers of relevant health services who comply with the PCNS application verification criteria.

## **PLEASE NOTE**

Please show by ticking the below that you have read and understood the information:  $\Box$ 

| The completed application form and supporting documents can be sent to pcns_admin@bhfglobal.com                                                                                                                                                                                                                                                                                           | П |
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|                                                                                                                                                                                                                                                                                                                                                                                           |   |
| Failure to submit all required and correctly certified documentation with your application form will result in your application being cancelled and forfeiture of the PCNS Application fee, as it is not refundable.                                                                                                                                                                      |   |
| Should this application be for a change of ownership, a New Practice Code Number will be issued, and the previous Practice Code Number will be closed.                                                                                                                                                                                                                                    |   |
| If you have an existing practice number and are applying for a change of discipline or change of ownership, you are liable to ensure that both practice numbers are paid for. Failure to pay for the existing practice number and the correct application fee for your change of discipline or change of ownership may delay the issuing of your new practice number.                     |   |
| PCNS has contracted the Council for Health Service Accreditation of Southern Africa (COHSASA) to inspect on its behalf. All inspections will be carried out per the current PCNS inspection criteria. A copy of the criteria is attached to the application form, Addendum 1, for your information.                                                                                       |   |
| The PCNS Application fee and Inspection fees, as published on the PCNS website (www.pcns.co.za), must be paid to PCNS before the inspection is undertaken. Final invoices will be issued for the inspection fee and actual travel costs. In the event of a refund on the inspection fee, the amount will be paid into the same account as given on the banking details verification form. |   |
| Please be advised that the Registration Date of your practice number will default to the date the PCN is successfully inspected by COHSASA.                                                                                                                                                                                                                                               |   |
| Please ensure that you submit a valid DoH license annually, as this is an annual requirement to avoid the suspension of your practice number.                                                                                                                                                                                                                                             |   |
| The PCNS practice number is not transferable.                                                                                                                                                                                                                                                                                                                                             |   |
| Applications that fail PCNS verifications will not be processed. This is to ensure secure and accurate handling of your application.                                                                                                                                                                                                                                                      |   |
| The practice number is renewable by the 31st of March each year through the PCNS debit order payment facility. Please ensure that you complete the debit order instruction provided on page 5 of this application form.                                                                                                                                                                   |   |
| The Compliance and Risk Unit has been established to monitor adherence to the PCN System's Terms and Conditions.                                                                                                                                                                                                                                                                          |   |
| Should you have any Queries regarding this Application, please contact Client Services at +27 87 210 0500 or e-mail clientservices@bhfglobal.com                                                                                                                                                                                                                                          |   |

KINDLY NOTE THIS APPLICATION FORM MUST BE FULLY COMPLETED IN ADDITION TO THE SUPPORTING DOCUMENTATION REQUIRED TO BE SUBMITTED. FAILURE TO DO SO WILL RESULT IN THE DELAY IN THE PROCESSING OF YOUR APPLICATION FOR A PCN.





01 July 2025

# **APPLICATION SUPPORTING DOCUMENTS**

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| Certified copy of the owner/appointed  Identity Document or Passport and proof of per  Certified copy of a document issued by documents  Marriage Certificate or Divorce Decree or A confirmation letter  Certified copy of the License (R158/18)  A copy of the completed Company Reg Institution (mandatory for registered of the Active members/Direct  A stamped bank account confirmation Accompanied by the bank verification holder/signatory (mandatory)  Additional document(s) required for bank account confirmation of the Active members/Direct | proxy's identifying document ( <i>mandatory</i> ): manent residence, where the applicant is not a the Department of Home Affairs where the or the Department of Health ( <i>m</i> istration documents from the Registrar of Con companies) the include the confirmation letter signed by the tors.  The includes the confirmation page 4 of this application form, s the includes the confirmation page 4 of this application form, s the includes the confirmation page 4 of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes the confirmation of the Bank account ( <i>w</i> the includes   | a South African citizen.  where the account holder is an individual) or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ed on the R158/187 License for the formation, and the page containing sed to register the banking details. and the authorised bank account |            |

T 087 210 0500 | Lower Ground Floor, South Tower, 1Sixty Jan Smuts, Rosebank, 2196 | P O Box 2863, Saxonwold, 2131

Proof of payment of PCNS Application (Non-Refundable) and Inspection Fees (*mandatory*)





| We recommend that you complete the form in BLOCK letters only OR/ type to complete. Unclear handwriting may delay the processing of your application for a PCN and lead to errors in the information captured |                         |             |                   |                                                                    |                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------|-------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| OWNER/APPOINTED PROXY DETAILS                                                                                                                                                                                 |                         |             |                   |                                                                    |                                                                                                                                |
| Title  ID Number                                                                                                                                                                                              | Initials                |             | First             | Names                                                              | Surname                                                                                                                        |
|                                                                                                                                                                                                               |                         | Please      | e note that       | HOSPITAL<br>requests to backdate or alter the                      | L DETAILS e original starting date cannot be accommodated                                                                      |
| Hospital Name                                                                                                                                                                                                 |                         | (           |                   |                                                                    |                                                                                                                                |
| Hospital Manager                                                                                                                                                                                              | s Name                  |             |                   |                                                                    |                                                                                                                                |
| Tax Number (if app                                                                                                                                                                                            | olicable)               |             |                   |                                                                    | VAT Number (if applicable)                                                                                                     |
| Registered Compa                                                                                                                                                                                              | ny                      | Yes         | No                | Company Registration Number                                        |                                                                                                                                |
| Practice Postal Address _                                                                                                                                                                                     |                         | 0           |                   |                                                                    | _ Practice Physical Address                                                                                                    |
|                                                                                                                                                                                                               |                         |             |                   |                                                                    |                                                                                                                                |
| Suburb                                                                                                                                                                                                        |                         |             |                   |                                                                    | _ Suburb                                                                                                                       |
| Town                                                                                                                                                                                                          |                         |             |                   |                                                                    | Town                                                                                                                           |
| Code                                                                                                                                                                                                          |                         |             |                   |                                                                    | Code                                                                                                                           |
| Province                                                                                                                                                                                                      |                         |             |                   |                                                                    | Province Practice address will be captured as per the DoH license. Please ensure that the address has been correctly captured. |
|                                                                                                                                                                                                               |                         |             | PCNS              | PRACTICE CON<br>S can only register 1 set of contact details for t | NTACT DETAILS the Landline, Cell phone, and Email Address fields                                                               |
|                                                                                                                                                                                                               |                         |             |                   |                                                                    | e Number ()<br>mber on the system, as this is a mandatory field.)                                                              |
| E-mail address                                                                                                                                                                                                |                         |             |                   |                                                                    |                                                                                                                                |
| Please ensure that you                                                                                                                                                                                        | provide the full contac | ct informat | tion for both the | e applicant as well as information for your n                      | nominated EDI and/or Bureau (mandatory if an EDI or Bureau company has been selected).                                         |
| EDI User                                                                                                                                                                                                      | EDI Company:            |             |                   |                                                                    | EDI website address:                                                                                                           |
|                                                                                                                                                                                                               |                         |             |                   |                                                                    |                                                                                                                                |
| Bureau                                                                                                                                                                                                        | Telephone Number        | r:          |                   |                                                                    | Bureau Name:                                                                                                                   |
|                                                                                                                                                                                                               | Email Address:          |             |                   |                                                                    | Bureau website address:                                                                                                        |





## **BANKING DETAILS VERIFICATION FORM**

#### To: BHF Client Services

I/ We declare that the details on this Banking Verification Form and the attached bank letter are correct and used by the medical schemes and their administrators for reimbursement of claims.

Please ensure that the form is completed with the correct information. Please indicate whether the banking details are registered under an ID or a Company Registration number.

A certified copy of the Identity Document for the owner of the bank account (where the account holder is an individual) or company registration documents and a certified copy of one director's Identity Document (where the account holder is a registered company) is required.

| We recommend that you complete the information captured | form in BLOCK letters only, OR/ type to complete. Unclear handwriting may delay the processing of your application for a PCN and lead to errors in the |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                         |                                                                                                                                                        |
| Practice Name                                           |                                                                                                                                                        |
| Bank Name                                               |                                                                                                                                                        |
| Branch Name                                             |                                                                                                                                                        |
| Account Holder Name (not account type)                  |                                                                                                                                                        |
| Account Number                                          |                                                                                                                                                        |
| Account Type                                            | Current Savings Transmission                                                                                                                           |
| Account Registration Type                               | ID Number(s)  Company Registration  Enter ID/Company Registration Number(s)                                                                            |
| '                                                       |                                                                                                                                                        |
| <br>Authorised Bank                                     | Account Holder initials and Surname/s  Authorised Bank Account Holders' Signature/s                                                                    |
|                                                         | NB: Digital signatures are not acceptable and may delay the processing of your application.                                                            |
| SIGNATURE OF PRACTICE OWNER/APP                         | OINTED PROXY DATE                                                                                                                                      |
| FULL NAME AND SURNAME OF PRACTI                         | CE OWNER/APPOINTED PROXY                                                                                                                               |
|                                                         |                                                                                                                                                        |





#### **BANK DEBIT ORDER INSTRUCTION**

#### THE COMPLETION AND SUBMISSION OF THE DEBIT ORDER INSTRUCTION FORM IS MANDATORY

We recommend that you complete the form in BLOCK letters only, OR/ type to complete. Unclear handwriting may delay the processing of your application for a PCN and lead to errors in the information captured.

Please be advised that there is an annual practice code number renewal fee payable before the 31st of March each year. It is mandatory to activate a debit order instruction for the practice number renewal fee. Please complete and authorise the section below. Incomplete debit order information will not be accepted.

#### Bank details for debit order transaction purposes only

The details of my/our account are as follows:

| se BHF to debit my/our account with the       | annual PCNS renewal fee on either of the following                                                                                                                          | ng dates (please                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| th                                            | March 31st                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                    |
| which BHF has withdrawn whilst this inst      | truction was in force.  gainst my/our account may not cede or assign its                                                                                                    | rights, and tha                                                                                                                                                                                                                                                                                                                                                    |
| on this                                       | day of20                                                                                                                                                                    | _·                                                                                                                                                                                                                                                                                                                                                                 |
| Digital signatures are not acceptable and may | delay the processing of your application.                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                    |
|                                               |                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                    |
|                                               | th  by means of giving BHF 30 days' notice in which BHF has withdrawn whilst this instreby authorised to effect the drawing a four obligations in terms of this instruction | th  March 31st  by means of giving BHF 30 days' notice in writing. I/We understand that I/we shall not be entwhich BHF has withdrawn whilst this instruction was in force.  reby authorised to effect the drawing against my/our account may not cede or assign its four obligations in terms of this instruction to any third party before the written consent of |





## PCNS REGISTRATION AND INSPECTION FEES

NB. The PCNS Application fee is non-refundable.

The PCNS application fees for the current year are available on the PCNS website (<u>www.pcns.co.za</u>). Failure to comply with the application requirements will result in the application being unsuccessful and forfeiture of the application fee.

Please be advised that if you have an existing practice number and are applying for a change of discipline or change of ownership, you are liable to ensure that both practice numbers are paid for. Failure to pay for the existing practice number and the correct application fee for your change of discipline or change of ownership may delay the issuing of your new practice number.

Applications will not be processed without proof of payment of PCNS application fees, except for Nedbank account holders, who can only submit the proof of payment once a reference number has been issued by PCNS. Please refer to the Fee Schedule for the correct fee: https://www.pcns.co.za/Home/Fees

#### Amount payable

- Application fee for a new account (no existing practice)
- Change of practice type for a change in Service level (Existing practice)
- Change of ownership where a change in ownership has taken place (existing practice)

Please make use of one of the payment methods below to pay your application fee:

**NEDBANK** account holder: PCNS is a registered bank-approved beneficiary. To make a payment, you will be required to add us to your beneficiary list by selecting PCNS New Applications and entering a valid 5-digit reference number that you will obtain once your application has been received and drafted on our system.

#### **Other Bank EFTs**

Bank: **Nedbank** 

Branch: The Mall of Rosebank

Branch code: **197705** Account Name: **PCNS** 

Account No: 1958 518 530
Account Type: Cheque account

Reference: It is recommended that the Hospital's name or the PCNS-issued reference number

be used as a reference





# TERMS AND CONDITIONS FOR THE USE OF A PRACTICE NUMBER

| 1.             | PARTIES                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1            | This Agreement is entered into by and between the Board of Healthcare Funders NPC (Registration Number 2001/003387/08), a non-profit company duly incorporated in accordance with the laws of the Republic of South                                                                                                                                                                                                                                       |
| 1.2            | Africa (BHF); and fine defined below.                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                | each sometimes referred to as a Party and collectively as the Parties.                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.<br>2.1      | INTERPRETATION The headings to the clauses of this Agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation thereof.                                                                                                                                                                                                                                                                                    |
| 2.2            | The linearings of the clauses of this Agreement are inserted or terretine purposes only and sharin in way govern or affect one muci prediction thereor.  Unless inconsistent with the context, the expressions set forth below shall been the following meanings:                                                                                                                                                                                         |
| 2.2.1<br>2.2.2 | Agreement shall mean these terms and conditions, as amended from time to time.                                                                                                                                                                                                                                                                                                                                                                            |
| 2.2.2          | Business Day shall mean any day other than a Saturday, Sunday, or public holiday in South Africa. Commencement Date shall mean 1 April 2016.                                                                                                                                                                                                                                                                                                              |
| 2.2.4          | Confidential Information shall mean information or material proprietary to or deemed to be proprietary to the BHF, information designated as confidential by the BHF, information acquired by the User by way of the User's                                                                                                                                                                                                                               |
|                | interactions with the BHF, the contents of and all information relating to any negotiations, discussions or transactions between the Parties, any information about or relating to the PCNS, including but not limited to the PCNS' designs, algorithms, formulae, content and/or decision making rules, all intellectual Property of the BHF and associated material and documentation including information contained therein, the know-how relating to |
|                | the fields of activity within which the BHF operates or intents to operate, the research and development in which the BHF is involved and the philosophy and general approach to business of the BHF, techniques and                                                                                                                                                                                                                                      |
|                | contractual arrangements of the BHF, the details of the BHF's relationship with third parties, the names of the BHF's current or prospective business associates and members and their requirements, the membership and business contracts of the BHF, details of the BHF's financial structure and business activities, the marketing, pricing in other policies of the BHF as well as all other matters or information which relates to the business or |
|                | intended business of the BHF, irrespective of whether the format thereof which was disclosed in writing, verbally or otherwise by the BHF to the User and/or the User's representatives, and any other information which is                                                                                                                                                                                                                               |
|                | disclosed by the BHF to the User and/or User's representatives, irrespective of whether any information so disclosed pursuant to this Agreement is in fact novel, unique, patentable, copyrightable or constitutes a trade secret:                                                                                                                                                                                                                        |
| 2.2.5          | secutes, Intellectual Property shall include trade names, trademarks, designs, know-how, copyright, goodwill, trade dress, trade secrets, and proprietary information whether or not capable of registration and whether registered or                                                                                                                                                                                                                    |
| 2.2.6          | not.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.2.5          | Fee shall mean the annual fee payable by the User for use of the Practice Number. Members shall mean medical aid scheme, as defined in the Medical Aid Schemes Act, 1998, that is a member of the BHF.                                                                                                                                                                                                                                                    |
| 2.2.8          | PCNS shall mean the Practice Code Numbering System owned by the BHF, which includes a list of unique practice billing codes for providers of healthcare services in South Africa, Namibia, and Lesotho, including any                                                                                                                                                                                                                                     |
| 2.2.9          | updates, upgrades, and or amendments thereto from time to time; Practice Number shall mean the number allocated by the BHF to a User for purposes of inter alia identifying such User on the PCNS.                                                                                                                                                                                                                                                        |
| 2.2.10         | Signature Date shall mean the date of the Party last signing this Agreement; and                                                                                                                                                                                                                                                                                                                                                                          |
| 2.2.11         | User shall mean any general practitioner, medical specialist, dentist, hospital, pharmacy, and/or any other supplier of medical and related services, who complies with the BHF's requirements to be issued with a Practice Number, and in respect of whom the BHF has allocated a Practice Number.                                                                                                                                                       |
| 2.3            | 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 of this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2.4<br>2.4.1   | Unless inconsistent with the context, an expression that denotes: any one sender includes the other sender.                                                                                                                                                                                                                                                                                                                                               |
| 2.4.2          | a natural person includes an artificial person and vice versa; and                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.4.3<br>2.5   | the singular includes the plural and vice versa. 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 day which is not a Business Day, in which case the last day which is not a Business Day, in which case the last day                                                                                                              |
| 2.5            | shall be the immediately following Business Day.                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2.6<br>2.7     | In the event that the day of payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, then the relevant date for payment shall be the following Business Day. Where figures are referred to in numerals and in words if there is any conflict between the two, the words shall prevail                                                                                                                      |
| 2.8            | 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 same meaning as ascribed to it for all purposes in terms of this Agreement, not with standing that term has not been defined in this interpretation clause.                                                                                                                                                                                                                                                                        |
| 2.9            | The use of the word including followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example or examples.                                                                                                                                                         |
| 2.10           | Any reference to an enactment in this Agreement is to that enactment as at the commencement of this Agreement and as amended or re-enacted from time to time.                                                                                                                                                                                                                                                                                             |
| 2.11<br>2.12   | The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.  This Agreement shall be binding on and enforceable by the estates, helie, securious, administrators, trustees, permitted assigns, or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the                                                    |
|                | first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.                                                                                                                                                                                                                                                               |
| 2.13           | The expiration or termination of this Agreement shall not affect the provisions of this Agreement which expressly provide 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.                                                                                         |
| 3.             | INTRODUCTION                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.1            | The BHF has developed the PCNS in order to facilitate the procedure in terms of which the Members make payments to Users. In order for the Members to make payment to a User, the User must be registered with the BHF and the BHF must have allocated a Practice Number to the User.                                                                                                                                                                     |
| 3.2<br>3.3     | in order for the wembers to make payment to a user, the user must be registered with the part and any aniocated a Practice Number to the Oser to the Oser ment to recover.  The Parties accordingly enter into this Agreement to record the terms and conditions on which the BHF will issue the User with a Practice Number, and that will apply to the use of the Practice Number.                                                                      |
| 4.             | COMMENCEMENT AND DURATION                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4.1            | In respect of a User to whom the BHF has already allocated a Practice Number prior to the Commencement Date, this Agreement shall commence on the Commencement Date. In respect of a User to whom the BHF issue a Practice Number after the Commencement Date, this Agreement shall commence on the Signature Date.                                                                                                                                       |
| 4.2            | This Agreement shall endure for as long as the User has a Practice Number and makes use of the PCNS unless otherwise terminated in accordance with the provisions of this Agreement.                                                                                                                                                                                                                                                                      |
| 4.3<br>4.4     | The User may at any time terminate this Agreement by giving the other Party written notice of termination of this Agreement. In the event that a User terminates this Agreement in accordance with clause 4.3, such User shall not have any claim against the BHF in respect of the Fee, which the User may have paid over to the BHF prior to termination                                                                                                |
|                | of this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5.             | USE OF THE PRACTICE NUMBER The User shall use the Practice Number exclusively for purposes related to the provision of medical services, including but not limited to the submission of reimbursement claims to Members and the processing thereof in                                                                                                                                                                                                     |
|                | respect of services rendered by the User to members of the Members, and such other purposes as may be agreed to by the BHF in writing from time to time.                                                                                                                                                                                                                                                                                                  |
| 6.<br>6.1      | FEE The User shall pay to the BHF the Fee that can be found on the PCNS website <a href="www.pcns.co.28">www.pcns.co.28</a> by debit order on or before 31 March in every calendar year. The Fee shall be subject to an annual escalation as determined by                                                                                                                                                                                                |
| 0.1            | The User Statin Jay Unite price that can be found on the PCNS website                                                                                                                                                                                                                                                                                                                                                                                     |





| 12.1                                                                                                                                                                                           | The User hereby undertakes not to challenge the proprietorship of the BHF's Intellectual Property subsisting in the PCNS, and/or any other right, title, or interest related thereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12.2                                                                                                                                                                                           | The User:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12.2.1                                                                                                                                                                                         | acknowledges that the Intellectual Property subsisting in the PCNS is the exclusive property of the BHF. The User further acknowledges that the Intellectual Property subsisting in the PCNS is a commercial asset of considerable value to the BHF;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 12.2.2                                                                                                                                                                                         | shall not in any manner or respect create the representation that it has any rights or title to the Intellectual Property subsisting in the PCNS, except as provided for in this Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 12.2.3                                                                                                                                                                                         | shall, under no circumstances, use or apply for registration of any intellectual property which could conflict with the BHF's Intellectual Property subsisting in the PCNS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 12.3                                                                                                                                                                                           | To the extent that the User makes and/or suggests any improvements and/or developments to the PCNS, the rights in and to such improvements and/or developments shall exclusively vest in the BHF. In this respect, the User hereby cedes and assigns all such rights it may have in any such improvements and/or development to the BHF.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 13.                                                                                                                                                                                            | OSF INTERLY CLOUD AID ASSIGN AIR SUCH IN BILLS IN HAY HAVE IN AIRY SACH IMPROVEMENTS AIRLY OF DEPORT. CONFIDENTIAL INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 13.1                                                                                                                                                                                           | The User acknowledges that the Confidential Information constitutes a valuable, special, and unique asset proprietary to the BHF.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 13.2                                                                                                                                                                                           | The User will treat and keep all Confidential Information in confidence and as secret and the User will not, without the prior written consent of the BHF or as may be permitted in terms of any other written agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                                                                                | between the Parties, directly or indirectly communicate, disclose, grant access to, sell or trade (whether in writing or orally or in any other manner) any of the Confidential Information to any third party who is not a party to this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 13.3                                                                                                                                                                                           | this regression. He uses that it will not use the Confidential Information in any manner whatsoever including, without limitation, any use with the intention or effect of depriving the BHF of any fees, consideration, profit, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                                                                                                                | other remuneration that would reasonably be expected to be derived from the use of the Confidential Information, except as allowed for in this Agreement and/or with prior specific agreement and consent being obtained                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 13.4                                                                                                                                                                                           | from the BHF in writing, and will take all steps necessary to procure that its employees, professional advisors, agents and consultants comply with this provision.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 13.4                                                                                                                                                                                           | The User agrees that it shall protect the Confidential Information disclosed by the BHF pursuant to the provisions of this Agreement, using the same standard of care that the User applies to safeguard its own proprietary, secret, or confidential information, which shall at least be a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                                | The User shall immediately inform the BHF if the User becomes aware of any unauthorised disclosure of the Confidential Information and shall take all reasonable steps to minimize the damage caused by such unauthorised                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                | disclosure and/or further disclosure of the Confidential Information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 13.5                                                                                                                                                                                           | The User undertakes not to:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13.5.1<br>13.5.2                                                                                                                                                                               | copy, reproduce or adapt the Confidential Information in any manner or form; develop anything similar to the Confidential Information; and/or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 13.5.3                                                                                                                                                                                         | register any intellectual property that pertains to or is based on the Confidential Information or anything similar thereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 13.6                                                                                                                                                                                           | The obligations of the User pursuant to the provisions of this Agreement shall not apply to any information that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 13.6.1                                                                                                                                                                                         | is disclosed by the User to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the User shall advise the BHF to take whatever steps it deems necessary to protect its interests in this regard provided further that they will disclose only that portion of the information which it is legally required to disclose and the User will                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                | the part to date whatever steps it deems necessary to protect its interests in this regard product in the treat that the user will discuss only that portion of the information which it is regard required to discuss and the user will endeadours to protect the confidentiality of such information to the widest extent possible in the circumstances; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 13.6.2                                                                                                                                                                                         | is disclosed to a third party pursuant to the prior written consent of the BHF;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 14.                                                                                                                                                                                            | BREACH AND TERMINATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 14.1                                                                                                                                                                                           | Should any Party (the Defaulting Party) commit a breach, other than a material breach, of any of the provisions of this Agreement, then any other Party (the Aggrieved Party) shall be entitled to require the Defaulting Party to remedy the threach within 5 (five) Business Days, or any other reasonable time, of delivery of a written notice ring it to do so. If the Defaulting Party fails to remedy the breach within the period specified in such                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                | notice the Aggrieved Party shall be entitled to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations. The aforegoing is without prejudice to such other rights as the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                | Aggrieved Party may have at law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 14.2                                                                                                                                                                                           | The BHF may immediately terminate this Agreement at any time by giving written notice of such termination to the User if:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 14.2.1                                                                                                                                                                                         | the User is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation/sequestration (whether provisional or final) or under business rescue or under receivership or under the equivalent of any of the aforescence:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 14.2.2                                                                                                                                                                                         | a final and unappealable judgment against the User remains unsatisfied for a period of 10 (ten) Business Days or more after it comes to the notice of the User;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 14.2.3                                                                                                                                                                                         | the User makes any arrangement or composition with its creditors generally or ceases to carry on business;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 14.2.4                                                                                                                                                                                         | ceases to render medical services and/or becomes unauthorized to or disqualified from providing medical services.  Any termination of this Agreement pursuant to the provisions of clause 14.2 shall be without prejudice to any claim which a Party may have in respect of any prior breach of the terms and conditions of this Agreement by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 14.3                                                                                                                                                                                           | Any termination of this Agreement pursuant to the provisions or clause 14.2 shall be without prejudice to any claim which a Party may have in respect or any prior breach or the either Party.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 15.                                                                                                                                                                                            | FORCE MAJEURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                | In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, unavailability, failure or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                | suspension of services provided by third parties, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or any of them from the performance of any obligation hereunder (any such event hereinafter called force Majeure shall be relieved of its obligations hereunder during the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                | period that such Force Majeure continues (excluding payment obligations for materials purchased) but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                                | hereunder or loss or damage which the other Party may suffer due to or resulting from the Force Majeure, provided always that a written notice shall be promptly given of any such inability by the affected Party. Any Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                | invoking Force Majeure shall upon the termination of such Force Majeure give prompt written notice thereof to the other Parties. Should Force Majeure continues for a period of more than 90 (ninety) days, then either                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 16.                                                                                                                                                                                            | Party shall be entitled forthwith to cancel this Agreement. CESSION AND DELEGATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 16.1                                                                                                                                                                                           | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 16.1<br>16.2                                                                                                                                                                                   | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 16.1<br>16.2<br>17.                                                                                                                                                                            | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 16.1<br>16.2                                                                                                                                                                                   | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 16.1<br>16.2<br>17.                                                                                                                                                                            | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, allenate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder. ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicillium executandi (Domicillium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicillium                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 16.1<br>16.2<br>17.                                                                                                                                                                            | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium citandi et executandi (Domicilium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium  Lower Ground Floor South Tower, 160 Jan Smut -Cnr. Tyrwhitt Ave, Rosebank, 2196                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 16.1<br>16.2<br>17.                                                                                                                                                                            | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, allenate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder. ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicillium executandi (Domicillium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicillium                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| 16.1<br>16.2<br>17.1<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.3.2<br>17.4<br>17.4.2<br>17.5<br>17.6<br>17.7                                                                                     | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium (Interest Delivery).  The BHF Domicilium (Domicilium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium (Domicilium) at which all documents in legal proceedings in connection with the served.  The User Ground Floor South Tower, 160 Jan Smut -Cnr. Tyrwhitt Ave, Rosebank, 2196  Postal address: PO Box 2863, Saxonwold, 2132  Contact No. 01. 537 0200  Email: Clientservices@bhfglobal.com  and  The User  As recorded in the PCNS.  Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address, telefax number, or e-mail address in accordance with the provisions of clause 17.6, provided that documents in legal proceedings in connection with this Agreement may only be served at a Party's Domicilium.  Any Party may by written notice to the other Party, change its chosen address, telefax number, or e-mail address provided that: the change shall become effective on the 10th (tenth) Business Day after the receipt or deemed receipt of the notice by the addressee in accordance with the provisions of clause 17.4, and any change in a Party's Domicilium.  Any notice to a Party contained in a correctly addressed envelope; and sent by prepaid registered post to it at its chosen address in South Afric  |
| 16.1<br>16.2<br>17.1<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.3.2<br>17.4<br>17.4.2<br>17.5<br>17.6<br>17.7                                                                                     | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium citandi et executandi (Domicilium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium  Lower Ground Floor South Tower, 160 Jan Smut -Cnr. Tyrwhitt Ave, Rosebank, 2196  Postal address: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: Po Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: Po Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: Po Box 2864, Saxonworld, 2132  Contact No. 0  |
| 16.1<br>16.2<br>17.<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.3.2<br>17.4<br>17.4.1<br>17.4.2<br>17.5<br>17.6<br>17.7                                                                            | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicillium Cover Ground Floor South Tower, 160 Jan Smut -Cnr. Tyrwhitt Ave, Rosebank, 2196 Postal address: PO Box 2863, Saxonwold, 2132 Contact No. 011 537 0200  Email: Clientservices@bhfglobal.com and The User As recorded in the PCVS. Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address, telefax number, or e-mail address in accordance with the provisions of clause 17.6, provided that documents in legal proceedings in connection with this Agreement may only be served at a Party's chosen address, telefax number, or e-mail address in accordance with the provisions of clause 17.4, provided that the change shall become effective on the 10th (tenth) Business bay after the receipt or deemed receipt of the notive by the addresses in accordance with the provisions of clause 17.4, and any change in a Party's Domicillium shall only be to an address by after the receipt or deemed receipt of the notive by the addresses in accordance with the provisions of clause 17.4, and any change in a Party's Domicillium shall only be to an address by after the receipt or deemed receipt of the notive by the addresses in accordance with the provisions of clause 17.4, and any change in a Party's Domicillium shall only be to an address in South Africa, which is not a po  |
| 16.1<br>16.2<br>17.<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.3.2<br>17.4<br>17.4.1<br>17.4.2<br>17.5<br>17.6<br>17.7                                                                            | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium citandi et executandi (Domicilium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium  Lower Ground Floor South Tower, 160 Jan Smut -Cnr. Tyrwhitt Ave, Rosebank, 2196  Postal address: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2863, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: PO Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: Po Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: Po Box 2864, Saxonworld, 2132  Contact No. 011 537 0200  Email: Clientes: Po Box 2864, Saxonworld, 2132  Contact No. 0  |
| 16.1<br>16.2<br>17.1<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.4<br>17.4.1<br>17.4.2<br>17.5<br>17.6<br>17.7<br>18.                                                                              | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicillium citandi et executandi (Domicillium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicillium  Lower Ground Floor South Tower, 160 Jan Smut -Cnr. Tyrwhitt Ave, Rosebank, 2196 Postal address: PO Box 2863, Saxonwold, 2132  Contact No: 01.1 \$37,000  Email: Clentervices@bhfglobal.com and  The User  As recorded in the PCNS.  Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address, telefax number, or e-mail address to contact the contract of the other Party bornicillium.  Any Party may by written notice to the other Party, change its chosen address, telefax number, or e-mail address to another address, telefax number, or e-mail address to another address, telefax number, or e-mail address. The provisions of clause 17.4, and any change in a Party Somicillium shall only be to an address in South Africa, which is not a post office box or a poste restante.  Any notice to a Party contained in a correctly addressed envelope; and sent by pregaid registered post to it at its chosen address. It called to make the provisions of clause 17.4, and any change in a Party Somicillium shall only be to an address in South Africa, which is not a post office box or a poste restante.  Any notice to a Par |
| 16.1<br>16.2<br>17.1<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.4<br>17.4.1<br>17.4.2<br>17.5<br>17.6<br>17.7                                                                                     | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, allenate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium clandi et executandi [Domicilium] as with all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium  Lower Ground Floor South Tower, 150 Jan Smut -Cnr. Tyrwhitt Ave, Rosebank, 2196  Postal address: PO Box 2863, Saxonwold, 2132  Contact No. 01 1537 2020  Email: Clientservices@bhfglobal.com and  The User  As recorded in the PCNS.  Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's Concileum.  Any Party may by written notice to the other Party, change its chosen address, stelefax number, or e-mail address in accordance with the provisions of clause 17.6, provided that under the receipt or deemed receipt of the notice by the addresses en accordance with the provisions of clause 17.4, and any change in a Party's Domicilium shall only be to an address in south Africa, which is not a post office box or a poste restante.  Any notice to a Party contained in a correctly addressed envelope; and sent by repaid registered post to it at its chosen address shall be deemed, unless the contrary is proved) and, in the case of clause 17.4.2 on the day of delivery.  Any notice by telefax or e-mail to a Party at its telefax number, or e-mail address shall be deemed, unless the contrary is proved, to have been received   |
| 16.1<br>16.2<br>17.1<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.4<br>17.4.1<br>17.4.2<br>17.5<br>17.6<br>17.7<br>18.                                                                              | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium clandi et executand (Diomicilium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium  Lower Ground Floor South Tower, 160 Jan Smut -Cn: Tyrwhitt Ave, Rosebank, 2196  Postal address: PO Box 2863, Saxonwold, 2132  Contact No: 011 537 0200  Email: Clientservices@bhfglobal.com and  The User  As recorded in the PCNS.  Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address, telefax number, or e-mail address in accordance with the provisions of clause 17.6, provided that documents in legal proceedings in connection with this Agreement may only be served at a Party's Domicilium.  Any Party may by written notice to the other Party, change its chosen address, telefax number, or e-mail addresses en abouther address, telefax number, or e-mail addresses and another address, telefax number, or e-mail addresses and another address, telefax number, or e-mail addresses and any any to a party to brincilium shall only be to an address in South Africa, which is not a post office box or a poste restante.  Any notice to a Party contained in a correctly addressed envelope; and any control of the notice by the addressese in accordance with the provisions of clause 17.4, and any change in a Party  |
| 16.1<br>16.2<br>17.1<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.4<br>17.4.1<br>17.4.2<br>17.5<br>17.6<br>17.7<br>18.                                                                              | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, allenate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium clandi et executandi [Domicilium] as with all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium  Lower Ground Floor South Tower, 150 Jan Smut -Cnr. Tyrwhitt Ave, Rosebank, 2196  Postal address: PO Box 2863, Saxonwold, 2132  Contact No. 01 1537 2020  Email: Clientservices@bhfglobal.com and  The User  As recorded in the PCNS.  Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's Concileum.  Any Party may by written notice to the other Party, change its chosen address, stelefax number, or e-mail address in accordance with the provisions of clause 17.6, provided that under the receipt or deemed receipt of the notice by the addresses en accordance with the provisions of clause 17.4, and any change in a Party's Domicilium shall only be to an address in south Africa, which is not a post office box or a poste restante.  Any notice to a Party contained in a correctly addressed envelope; and sent by repaid registered post to it at its chosen address shall be deemed, unless the contrary is proved) and, in the case of clause 17.4.2 on the day of delivery.  Any notice by telefax or e-mail to a Party at its telefax number, or e-mail address shall be deemed, unless the contrary is proved, to have been received   |
| 16.1<br>16.2<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.3.2<br>17.4<br>17.4.1<br>17.4.2<br>17.5<br>17.7<br>18.<br>19.<br>20.<br>21.                                                               | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, allenate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium clandi et executand (Domicilium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium  Lower Ground Floor South Tower, 150 Jan Smut -Crn. Tyrwhitt Ave, Rosebank, 2196  Postal address: PO 80x 2863, Saxonwold, 2132  Contact Nic 115 370 2000  Email: Clientservices@bhfglobal.com and  The User  As recorded in the PCNS.  Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be wall and effective only if in writing and sent to a Party's chosen address, telefax number, or e-mail address in accordance with the provisions of clause 17.6, provided that documents in legal proceedings in connection with this Agreement may only be served at a Party's Domicilium.  Any Party may by written notice to the other Party, change its chosen address, telefax number, or e-mail address to another address, telefax number, or e-mail address, revolved that:  the change shall become effective on the 101t feturib Business Day after the receipt or deemed receipt of the notice by the addressee in accordance with the provisions of clause 17.4, and any change in a Party's Domicilium shall only be to an address in south Africa, which is not a post office box or a poste restante.  Any notice to a Party contained in which provises of clauses 17.4.1 on the fifth Business Day after the cas  |
| 16.1<br>16.2<br>17.<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.3.2<br>17.4<br>17.4.1<br>17.4.2<br>17.5<br>17.6<br>17.7<br>18.<br>19.<br>20.<br>21.<br>22.<br>23.                                  | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, allenate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Parry chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium cland it executand (Domicilium) at which all concents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium  Lower Ground Floor South Tower, 150 Jan Smut -Cnr. Tyrwhilt Ave, Rosebank, 2196  Postal address: PO Box 2863, Saxonwold, 2132  Contact Nr. coll 1337 2020  Email: Clientservices@bhfglobal.com and and and Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address, telefax number, or e-mail address, reported in the PCNS.  Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement may only be served at a Party's Domicilium.  Any Party may by written notice to the other Party, change its schosen address, telefax number, or e-mail address to another address, telefax number, or e-mail address to another address, telefax provided that:  the change shall become effective on the 10th (tenth) Business Day after the receipt or deemed receipt of the notice by the address to another address.  Any notice or e-mail address to a state service and address in constant address to another address. I telefax number, or e-mail address to a state service and address to  |
| 16.1<br>16.2<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.3.2<br>17.4<br>17.4.2<br>17.5<br>17.6<br>17.7<br>18.<br>19.<br>20.<br>21.<br>22.<br>23.<br>23.                                            | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, allenate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicillium cland et executand (Domicillium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF. Domicillium Lower Ground Floor South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - Cnr. Tyrwhitt Ave, Rosebank, 2196 Portion of the Standard South Tower, 160 Jan Smut - C  |
| 16.1<br>16.2<br>17.<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.3.2<br>17.4<br>17.4.1<br>17.4.2<br>17.5<br>17.6<br>17.7<br>18.<br>19.<br>20.<br>21.<br>22.<br>23.                                  | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld cede, delegate, transfer, allenate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES  Each Parry chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium cland it executand (Domicilium) at which all concents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium  Lower Ground Floor South Tower, 150 Jan Smut -Cnr. Tyrwhilt Ave, Rosebank, 2196  Postal address: PO Box 2863, Saxonwold, 2132  Contact Nr. coll 1337 2020  Email: Clientservices@bhfglobal.com and and and Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address, telefax number, or e-mail address, reported in the PCNS.  Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement may only be served at a Party's Domicilium.  Any Party may by written notice to the other Party, change its schosen address, telefax number, or e-mail address to another address, telefax number, or e-mail address to another address, telefax provided that:  the change shall become effective on the 10th (tenth) Business Day after the receipt or deemed receipt of the notice by the address to another address.  Any notice or e-mail address to a state service and address in constant address to another address. I telefax number, or e-mail address to a state service and address to  |
| 16.1<br>16.2<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.3.2<br>17.4<br>17.4.2<br>17.5<br>17.6<br>17.7<br>18.<br>19.<br>20.<br>21.<br>22.<br>23.<br>23.                                            | The User shall not without the prior written consent of the BHF, which may not be unreasonably withhold cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSES Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium citandi et executant (Domicilium) at which all documents in legal proceedings in connection with this Agreement must be served.  The BHF Domicilium of the Party of the  |
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| 16.1<br>16.2<br>17.<br>17.1<br>17.2<br>17.3<br>17.3.1<br>17.3.2<br>17.4<br>17.4.1<br>17.4.2<br>17.5<br>17.6<br>17.7<br>18.<br>19.<br>20.<br>21.<br>22.<br>23.<br>23.1<br>23.2<br>23.3          | The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld ecde, delegate, transfer, alenate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.  The BHF shall at all times be entitled to self, ecde, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.  ADDRESSS: Each Party choose the addresses at out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium clanal et demonstration in the provision of the commercial provision of the pro  |
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Initials \_\_\_\_





#### **DECLARATION**

I, the undersigned, hereby declare that the information contained on the annexed application form is valid, correct, and reflects my personal information as of the date of signature hereof.

I duly authorise the Board of Healthcare Funders (BHF) to disseminate the information set out in the annexed application form with the BHF's member schemes/Administration Houses and/or PCNS Users for reimbursement purposes. To the extent that the information provided is not true and correct, I hereby indemnify the BHF against any claims which may be instituted against the BHF as a result of the incorrect information which I have provided to the BHF.

I undertake to promptly advise the BHF of any changes to my practice profile as and when such changes may occur.

#### I further declare that I will abide by the following:

I agree to annually renew my practice number and to pay the annual fee, as determined by BHF, towards the maintenance and running of the PCNS for the period that my practice number remains active by means of a debit order.

I acknowledge that failure to renew the registration on an annual basis and to pay the annual fee in respect of the maintenance and running of the PCNS will result in my practice number being rendered inactive.

I agree to comply with all relevant legislation, in particular the provisions of the Medical Schemes Act, 1998. In this regard, I agree to comply with the requirement to include diagnostic codes and the full cost on my accounts or statements used to claim benefits from medical schemes and administrators.

I declare that I will comply with the requirement of regulation 5(f) of the General Regulations of the Medical Schemes Act and will use the ICD 10 Code for this purpose.

I declare that I will comply with the requirement of regulation 5(h) of the General Regulations to the Medical Schemes Act, requiring the full cost of rendering service to be included on all accounts or statements.

I declare that I am registered with the relevant South African statutory body.

I agree to comply with all obligations in terms of the Income Tax Act.

I acknowledge that a practice number does not guarantee payment by a medical scheme or medical scheme administrator and shall, under no circumstances, attempt to recover any payment costs from the BHF or unnecessarily involve the BHF in any disputes that I may have with a medical scheme administrator.

I agree that, in the event that I become aware of any fraudulent activities associated with my practice number, I will immediately notify the BHF thereof, and shall assist the BHF with any investigation action which may be taken by the BHF's Forensic Management Unit.

I agree to be bound by the BHF's policies and terms and conditions relating to the use of practice numbers as amended from time to time and shall familiarise myself with the content of any updates to such policies and terms and conditions which the BHF may make from time to time and shall use the practice number only in accordance with the BHF's latest amendments and requirements pertaining to the use of the practice number.

#### Please show by ticking the below that you have read and completed the following sections of the form, which are attached hereto:

| 2. | . Form providing details of the practice completed in block letters                                                                                |  |  |  |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 3. | Completed and signed bank verification form accompanied by a stamped bank letter not older than 3 months ( <i>mandatory</i> )                      |  |  |  |  |
| 4. | Section requesting authorisation for the bank debit order instruction for PCNS annual renewal fees completed in block letters ( <i>mandatory</i> ) |  |  |  |  |
| 5. | Signed declaration that you have read the Terms and Conditions for use of a Practice Number                                                        |  |  |  |  |
| 6. | . By submitting this application form, you understand that the PCNS Application fee is non-refundable                                              |  |  |  |  |
|    | NB: Digital signatures are not acceptable and may delay the processing of your application.                                                        |  |  |  |  |
|    | SIGNATURE OF OWNER/APPOINTED PROXY DATE                                                                                                            |  |  |  |  |