

RECONNECT NETWORK MEMBERSHIP AGREEMENT

between

RECONNECT AUDIOLOGY NETWORK (PTY) LTD

Reg. No: 2019/320227/07

("the Network")

And

("the Member")

(Collectively the Network and the Member are referred to as "**the Party/ies**")

1. PARTY/IES

The Parties to the Reconnect Network Membership Agreement (“**this Agreement**”) are the Member and the Network. The Network agrees to admit the Member on the terms and conditions contained herein, and the Member agrees to abide by these terms and conditions.

2. PURPOSE AND MISSION

2.1 The purpose of this Agreement is to establish the terms under which the Member shall be affiliated with the Network.

2.2 The Network is committed to acting in accordance with the best interests and wishes of its membership in pursuing the objectives contained herein.

3. TERM/DURATION

3.1 This Agreement shall commence on this *date*, and shall subsist on a month-to-month basis, with either Party having the right to terminate this Agreement on 3 (THREE) months' written notice.

3.2 By signing this document and paying the membership fee, the Member will be deemed to have agreed to the defined ethics and protocols of the Network.

3.3 If the Member fails to pay the monthly membership by the due date for two consecutive months, the Network may, by written notice to the Member, revoke the membership and all rights attached to the membership.

4. MEMBERSHIP CRITERION

Rights of admission to membership shall be within the exclusive discretion of the Network. The minimum criterion for admission is as follows:

4.1 The Member must be a registered independent practising audiologist or registered practising acoustician as defined by, and under the auspices of, the Healthcare Professions Council of South Africa ("**the HPCSA**"); within the Republic of South Africa; who independently owns a hearing and/or balance healthcare practice.

Exceptions

4.2 The Member must subscribe to the Network's code of ethics, as reflected in **Annexure A**, which is attached and forms part hereof;

4.3 The Member must be registered with the HPCSA. The Network reserves the right, in its sole discretion, to summarily suspend or terminate any membership in the event that the Member is, in respect of the HPCSA:

4.3.1 Under investigation by the HPCSA;

4.3.2 Is facing disciplinary action;

4.3.3 Has been suspended or deregistered by the HPCSA; or

4.3.4 Has a complaint/s against him/her which is, in the sole and exclusive opinion of the Network, of sufficient gravity to warrant suspension or termination of membership by the Network.

- 4.4 The Network reserves the right to suspend or terminate any membership, in the event that the Member engages in or is associated with any activity/practice which is, in the sole and exclusive opinion of the Network, either unethical or contrary to the best interest of either patients or the Network.

5. OBLIGATIONS

5.1 The Member's obligations

- 5.1.1 The Member must inform the Network as soon as possible of any changes in material information which the Member has previously supplied to the Network.
- 5.1.2 The Member must comply with the terms of this Agreement and all other documents related to the Network, which shall be provided to the Member.
- 5.1.3 The Member must maintain the membership admission criterion, as reflected in clause 4 above.
- 5.1.4 The Member, unless authorised by resolution, may not create obligations or contract on behalf of the Network.
- 5.1.5 The Member shall not engage in any activity which operates in conflict with the interests of the Network. The Member is furthermore obliged to notify the Network of any situation or activity which compromises, prejudices or is a conflict of interest to the Network.

5.2 Membership Fees

5.2.1 The Network is Value Added Tax (“**VAT**”) registered and Vat will be at the prescribed rate determined by the legislature in the Value Added Tax Act, 89 of 1991.

5.2.2 VAT will be charged in addition to the membership fee when invoicing the Member.

5.2.3 The Network will invoice the Member monthly for the membership fee due by the Member which is determined as follows:

5.2.3.1 The monthly payment for a standard membership (members owning an independent private practice of more than 3 years of age) is: R800 (exclusive of Vat). The Network is VAT registered and will bill the Membership monthly at R800 + VAT.

5.2.3.2 A concessionary fee of R600 (exclusive of Vat) per practice (The Network is VAT registered and will bill this category of membership monthly, at R600 + VAT) exists for the following members:

5.2.3.2.1 Members owning an Independent Private Practice for less than 3 years duration, will be eligible for a concession **for one year (12 months)** from date of initiation. Thereafter the

fee returns to R800 (exclusive of Vat) per month.

5.2.3.2.2 Members owning more than one Independent Private Practice with separate Board of Healthcare Funders numbers and/or as separate juristic persons, as long as both practices remain members, will be eligible for the concession of R600 ex VAT per practice.

5.2.3.2.3 Members who express a financial need and are willing to provide the shareholders with a financial statement that reflects such need, may be billed at the reduced rate of R600 ex Vat. The concession in this case will be solely at the discretion of the shareholders.

5.2.4 The Member must pay all fees and charges due to the Network.

5.2.5 The membership fee is reviewable on an annual basis.

5.2.6 Membership shall only be effective upon confirmation of payment of the membership fee by the Network.

5.2.7 Additional Practitioners/Professionals in a Practice:
Benefits:

- 5.2.7.1 The Network benefits of CPD;
- 5.2.7.2 shared clinical knowledge;
- 5.2.7.3 marketing; and
- 5.2.7.4 practice discounts are increased significantly when a practice has additional hearing healthcare practitioners either employed; as partners; or as shareholders (dependent on the business structure of the practice).

These additional practitioners/professionals enjoy the same rights within the network as the Member representing the practice. To ensure equitability between professionals, an additional fee of R100.00 (One Hundred Rand) exclusive of VAT will be levied *per additional practitioner/professional*. This will be added to the monthly membership fee and invoiced to the practice accordingly.

5.3 The Network's obligations

5.3.1 Publicity and advertising.

5.3.2 Training.

5.4 Liability and indemnity

5.4.1 The Member and the Network acknowledge that the following clauses 5.4.1(a) and (b) are essential in order to protect the membership as a whole and the Network's

ability to pursue the objectives expressed in clause 2.2 above.

- (a) All Members are independent, registered and practising audiologists or other independent, registered and practising registered hearing healthcare professionals. All risks associated with the Member's individual practices shall remain with those entities. No risk arising through or out of any audiology practice shall pass to the Network through either association, contract or vicarious liability.
- (b) The Member hereby indemnify the Network against losses, damages or injury, suffered by the Member or its patients, howsoever arising, occurring (whether directly or indirectly) from using any devices or equipment recommended by the Network.
- (c) Nothing in this Agreement shall be construed as a partnership having been formed between either the Member and the Network, or between any Members.

5.5 All Intellectual property associated with and utilised by the Network shall remain the exclusive property of the Network. In the event of a breach or termination of membership by a Member, for whatever reason, the Member shall immediately cease, upon

receipt of written notice from the Network, to utilise or possess any of the intellectual property owned by the Network.

6. BREACH

6.1 In the event of any party committing a breach of this Agreement and failing to remedy same within 7 (SEVEN) calendar days of written notice requiring the breach to be remedied, then the party giving such notice may cancel this agreement *vis a vis* the breaching party and claim damages or claim specific performance of all the defaulting party's contractual obligations, if any.

6.2 The Network may in its sole discretion terminate a membership, on 7 (SEVEN) calendar days written notice, if the Network is of the opinion that the Member no longer qualifies in terms of the membership criterion or if the Member has breached any of its obligations, or has compromised any standards, codes, and ethics of the profession.

7. CONFIDENTIALITY

7.1 All information provided to the Network by the Member will be treated with the utmost confidentiality and shall be utilised solely for the purposes indicated herein.

7.2 Reciprocally, the Member shall treat all information about the Network confidential and shall not disseminate or utilise such information, other than for purposes directly associated with the spirit and purport of this Agreement.

For the purposes of this paragraph, Confidential Information shall include, but not be limited to, details of and information pertaining to: fellow Members (including applicants for membership), suppliers, distributors, marketing information, the content of all agreements of which the Network is a party, pricing structures within the Network as well as the suppliers' pricing to the Network, etc.

7.3 The only information which the Network is entitled to extrapolate and utilise, without prior approval, are the Member's total purchases from Network suppliers. The foregoing being subject to:

7.3.1 The information pertaining to the total purchases by the Member from the Network suppliers may only be extrapolated and utilised by a predetermined designated Member/employee. No other Members or Shareholders shall be entitled to access this information.

7.3.2 All information pertaining to the purchases by the Member (from the Network suppliers) is to be used exclusively in the furtherance of the objectives of the Network. No one individual or the Member may utilise or disseminate this information without the express written consent of the Network. Such written consent shall take the form of a general resolution of the Board of Directors.

7.3.3 The designated person who shall have access to and process all information in relation to the purchases made by Network members from the Network suppliers, shall be appointed by general resolution on the specific condition

that the person agrees to abide by the strict condition of confidentiality.

8. DOMICILIUM CITANDI ET EXECUTANDI

The Parties choose as their *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature the following addresses:

8.1 The Network

Unit 1A Oude Westhof Village Square,
Van Riebeeckshof Road,
Oude Westhof,
Western Cape.
P O BOX 6750,
Welgemoed,
Western Cape,
7538.

Email: wayne@bcattorneys.co.za

8.2 The Member

Your details you entered when you signed up. Your information can be updated at any time.

All notices and correspondence dispatched to the aforementioned email addresses shall be deemed to be competent service, provided that there is acknowledgement of receipt of that email, per return email.

ANNEXURE A

ETHICS AND PROTOCOLS

THE MEMBER IS REQUIRED TO SUBSCRIBE TO THE FOLLOWING ETHICS AND PROTOCOLS AS A BASIS FOR ADMISSION AND CONTINUED MEMBERSHIP. THE PROTOCOLS BELOW MAY BE AMENDED OR EXPANDED UPON, ON NOTICE TO THE MEMBER. THE MEMBER SHALL UNDERTAKE TO BE BOUND BY AMENDMENTS TO THIS ANNEXURE A. AMENDMENTS ARE AFFECTED BY GENERAL RESOLUTION.

1 Duties to Patients

- Performance of duties to remain exclusively within the practitioner's scope of practice.
- The dignity, privacy and rights of the patient are paramount.
- Services are never unfairly withheld and are always delivered to the best of the ability of the practitioner and in accordance with service guidelines of the HPCSA.

2 Commitment to competence and science

- Maintain knowledge and clinical competence.
- Be confined to the documented scope of practice.
- Use all available resources to provide optimum outcomes.
- Exercise responsibility to protect patients from harm during management.

3 Provision of services and products

- Only provide that which is in the best interests of the patient.

- Avoid unjust reward or remuneration that exceeds what is reasonable.
- Any discounts or benefits obtained by virtue of membership to the Network can be allocated at the discretion of the practice but members are reminded of their ethical duties to their patients as contained in the HPCSA Ethics & Good Practice Guidelines.
- Avoid engaging in anything that leads to a conflict of interest.

4 Provision of accurate information

- Provide informed consent for all services.
- Provide honest information regarding diagnosis, management, and outcomes.
- Do not mislead in all communication, including, to the general public.

5 Documentation

- Maintain accurate records.
 - Maintain compliance with all legislative bodies of the country.
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