

DENIS NETWORK SERVICES AGREEMENT

1. THE PARTIES

The parties to this agreement (including Annexures hereto) ("this Agreement") are:

- 1.1 Dental Information Systems (Proprietary) Limited, registration number 1996/000371/07 ("DENIS"); and
- 1.2 FOUCHE P M identity number and practising under practice number 5453534 at ("the Dental Practitioner"), ("the Parties").

2. APPOINTMENT

- 2.1 DENIS hereby appoints the Dental Practitioner to service the members of the medical schemes listed in the annexures with which DENIS has contracted and provides its services to (each, a "**Client**") (including any new Client(s) with which DENIS contracts to provide its services in the future) (each, a "**Member**") and the Dental Practitioner hereby accepts such appointment on the terms and conditions contained in this Agreement and the attached annexures.
- 2.2 The Dental Practitioner shall at all times act as an independent contractor to DENIS. Nothing contained in this Agreement shall be construed as creating a relationship of employment, agency, joint venture, partnership or the like between the Parties.

3. DURATION

- 3.1 This Agreement shall commence on the date on which this Agreement is signed by the Party signing last unless another date is agreed to between the Parties in writing and shall endure for an indefinite period unless terminated pursuant to the terms and conditions of this Agreement.
- 3.2 Subject to Regulation 15E made under the Medical Schemes Act, 1998, either Party shall be entitled to terminate this Agreement for any reason whatsoever (and the terminating Party shall provide the reason(s) for termination to the other Party) by giving the other Party **30** calendar days written notice of termination.
- 3.3 In the event that the Agreement is terminated:
 - 3.3.1 unless otherwise requested by DENIS, the Dental Practitioner shall be obliged to cease all treatment plans he/she was engaged with as at the date of termination of the Agreement ("**Termination Date**"); and
 - 3.3.2 all treatment plans after the Termination Date shall not be regulated by this Agreement and DENIS shall not be liable to pay for claims submitted in respect of any treatment plan executed after the Termination Date.

4. OBLIGATIONS OF THE DENTAL PRACTITIONER

- 4.1 The Dental Practitioner shall be obliged to:
 - 4.1.1 Provide appropriate dental treatment ("**services**") that is in the best interest of Members.
 - 4.1.2 Where clinically appropriate, to operate within the Benefit Guides containing protocols and formularies, copies of which DENIS shall provide to the Dental Practitioner from time to time ("**Network Protocols**").
 - 4.1.3 Provide service to Members that is in accordance with the Health Professions Council of South Africa Guidelines for Good Practice in Health Care Professions.
 - 4.1.4 Bill for treatment rendered to Members in accordance with the applicable tariff schedule (as amended from time to time), a copy of which DENIS shall deliver to the Dental Practitioner at least 30 calendar days prior to implementation of the applicable schedule and which schedules can be found at the Dental Practitioner's secure online portal facilitated by DENIS at the following address www.denis.co.za ("**Secure DENIS Portal**"), as amended or updated by DENIS from time to time ("**Tariff Schedules**").
 - 4.1.5 For services, other than specialised dentistry services, that fall within the Members' benefit, not balance bill or charge Members co-payments outside of the Tariff Schedules. Specialised



dentistry services includes crown and bridgework, implants, orthodontics, periodontics, maxillo facial surgery, oral pathology and partial metal frame dentures.

- 4.1.6 Endeavour to submit claims timeously via electronic means (EDI) indicating the relevant tariff and ICD-10 codes, within **30** calendar days of the service being rendered by the Dental Practitioner.
- 4.1.7 Ensure that the necessary authorisation where applicable according to Network Protocols has been obtained prior to treatment.
- 4.1.8 The Practitioner is required to have in place sufficient processes and controls in their practice to verify—
 - 4.1.8.1 that the person being treated is indeed a member by confirming their identity as against their membership card; and
 - 4.1.8.2 that the membership is valid.
- 4.1.9 Refer to specialists and/or admit Members to the appropriate hospital according to the Network Protocol relating to referral/admission when and where applicable.
- 4.1.10 Provide services to Members during advertised operating hours of practice.
- 4.1.11 Communicate to DENIS and update DENIS with any change in practice information in particular but not limited to practice contact information, change in practice location and change in treating providers.

5. OBLIGATIONS OF DENIS

- 5.1 In the case of DENIS making direct payment, DENIS shall be obliged to:
 - 5.1.1 Pay the Dental Practitioner directly into the practice nominated bank account (nominated by the Dental Practitioner in writing), in accordance with the applicable Tariff Schedule for every valid claim submitted to DENIS and approved by DENIS (“**approved claim**”). Claims will only be approved to the extent set out in the applicable Tariff Schedule. In the event that any claim exceeds the amount set out in the applicable Tariff Schedule, then the claim will only be approved and paid to the extent set out in the applicable Tariff Schedule, and the Dental Practitioner will not be paid the excess and shall not be entitled (and hereby undertakes not to) with the exception of specialised dentistry tariffs, balance bill or claim co-payment or any other payment from the respective Member in respect of the excess.
 - 5.1.2 Make weekly payments to Dental Practitioners. DENIS shall endeavour to make the payments referred to in clause 5.1.1 to the Dental Practitioner within 10 business days of receipt of a valid claim, but in any event by no later than 30 days after receipt of a valid claim, such payment to be made by electronic transfer to the Dental Practitioner’s nominated bank account.
 - 5.1.3 Communicate and ensure that the Dental Practitioner is continuously updated regarding all relevant information and in particular but not limited to, any new Clients and changes in each Client’s benefit structures.
 - 5.1.4 Resolve all the Dental Practitioner’s enquiries effectively within a 48-hour timeframe, applicable to normal working days.
 - 5.1.5 Make electronic remittance advices available to the Dental Practitioner to enable reconciliation after each pay-run.
 - 5.1.6 Make available the Secure Online Portal for each Dental Practitioner to access all financial information and other information relevant to the relevant Dental Practitioner’s practice.
 - 5.1.7 Communicate the applicable Tariff Schedules to the Dental Practitioner from time to time and publish the applicable Tariff Schedules on the Secure DENIS Portal. For the avoidance of doubt, DENIS shall be entitled, in its sole discretion, to amend and/or update the applicable Tariff Schedules from time to time, provided that the Dental Practitioner is given 30 calendar days notice prior to the implementation of such changes.
 - 5.1.8 Advertise and make available the Dental Practitioner’s details to Members to enable the Members to select a provider of their choice.



- 5.2 In the case of DENIS not making direct payment, DENIS shall be obliged to:
- 5.2.1 Communicate the applicable Tariff Schedules to the Dental Practitioner from time to time and publish the applicable Tariff Schedules on the Secure DENIS Portal. For the avoidance of doubt, DENIS shall be entitled, in its sole discretion, to amend and/or update the applicable Tariff Schedules from time to time on written notice to the Dental Practitioner.
 - 5.2.2 Advertise and make available the Dental Practitioner's details to Members to enable the Members to select a provider of their choice.
 - 5.2.3 Communicate and ensure that the Dental Practitioner is continuously updated regarding all relevant information and in particular but not limited to, any new Clients and changes in each Client's benefit structures.
 - 5.2.4 Assist the Dental Practitioner in escalating enquiries to the applicable party within a 48-hour timeframe, applicable to normal working days.
 - 5.2.5 Make available the Dental Practitioner's details to relevant third party to advertise the Dental Practitioner's details to enable the Members to select a provider of their choice.

6. LIABILITY OF ACCOUNTS

- 6.1 In the event of Members consulting the Dental Practitioner for services that are fully covered under the Network Protocols and applicable Tariff Schedule, the Dental Practitioner shall only seek remuneration from DENIS in the case of DENIS making direct payment. In the event of Members consulting the Dental Practitioner for services that are fully covered under the Network Protocols and applicable Tariff Schedule, the Dental Practitioner shall only seek remuneration from the applicable Medical Scheme as set out in the annexures in the case of DENIS not making direct payment.
- 6.2 In the event of Members requiring or demanding any treatment that falls outside of the Member's benefit or outside of the Network Protocol and particular Tariff Schedule, or the benefit requires a co-payment, this will be for the Member's own account, and the Dental Practitioner must explain the method of charging and payment to the Member, with the Member acknowledging the debt in writing. In the event of a dispute about debt owing by Members, the Dental Practitioner must be able to provide written proof that the Member acknowledged the debt. If the Dental Practitioner cannot provide proof of acknowledgement of debt the amount must be written off by the Dental Practitioner. To assist the Dental Practitioner in obtaining written acknowledgment of debt a copy of an accountability form will be provided and which can be found at the following address www.denis.co.za.

7. ADDRESS FOR LEGAL PROCESSES AND NOTICES

- 7.1 The Parties choose for the purposes of this Agreement the following addresses, e-mail addresses and telefax numbers as is *domicilium citandi et executandi* for the service of all notices and legal process:

DENIS:

Address: **Block D, The Forum
Northbank Lane
Century City
7441**

Telefax: **086 677 0336**

E-mail: **thenetwork@denis.co.za**

DENTAL PRACTITIONER:

Address: _____

Contact number: _____

Fax: _____

E-mail: _____

- 7.2 Any notice or other communication to be given to any of the Parties in terms of this Agreement shall be valid and effective only if it is given in writing, provided that any notice given by telefax or by e-mail shall be regarded for this purpose as having been given in writing.

7.3 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to that Party notwithstanding that it was not sent to or delivered at that Party's chosen address in 7.

8. GENERAL

8.1 Severance

If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.2 Whole Agreement

This Agreement represents the entire understanding between the Parties in relation to the matters dealt with in this Agreement and replaces any other previous agreement on the subject matter. The Parties waive the right to rely on any alleged provisions not expressly contained in this Agreement.

8.3 Variations

No agreement to vary, add to or cancel this Agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of all of the Parties.

8.4 Indulgences

The grant of any indulgence, extension of time or relation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future rights of the grantor.

8.5 Cession and Delegation

The Dental Practitioner may not cede any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of DENIS. DENIS shall be permitted to cede any or all of its rights or delegate any or all of its obligations under this Agreement on written notice to the Dental Practitioner.

8.6 Signature

The Parties agree that use of electronic signatures shall be sufficient to evidence the Parties' agreement to be bound to the terms of this Agreement, provided that such electronic signatures satisfy the requirements in the Electronic Communications and Transactions Act, 2002.

8.7 Counterparts

This Agreement may be executed in any number of faxed or email counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

8.8 Confidentiality

All information pertaining to our tariff negotiations are to remain strictly confidential. All parties undertake to make every reasonable effort to ensure the confidentiality of all information relating to the tariff negotiations.



9. **SIGNATURE PAGE**

This Agreement, its schedules and annexures are hereby entered into by and between the following parties:

FOR: **DENTAL PRACTITIONER**

DATED AT _____ ON THIS THE _____ DAY OF _____

Who warrants that he is duly authorised thereto

AS WITNESSES:

- 1.
- 2.

FOR: **DENTAL INFORMATION SYSTEMS (PROPRIETARY) LIMITED**

DATED AT **CENTURY CITY** ON THIS THE 20th DAY OF August 2015



Who warrants that he is duly authorised thereto

AS WITNESSES:

1. 
2. 

ANNEXURE A: BONITAS MEDICAL SCHEME

1. Name of Client: **BONITAS MEDICAL SCHEME**
2. Inception Date: **1st April 2005**
3. Members identified by: **BONITAS MEDICAL AID Membership Card**
4. Members on the following scheme options are covered by this agreement:
 - **BONITAS STANDARD**
 - **BONITAS PRIMARY**
 - **BONITAS BONSAVE**
 - **BONITAS BONCOMPREHENSIVE**
 - **BONITAS BONCAP**
 - **BONITAS BONCLASSIC**
5. Applicable Tariff Schedule: **DENIS TARIFF SCHEDULE**
6. Administration Details:

SCHEME OPTION	CLAIM SUBMITTED TO:	PAYMENT MADE BY:	QUERIES
BONITAS STANDARD	DENIS	DENIS	DENIS
BONITAS PRIMARY	DENIS	DENIS	DENIS
BONITAS BONSAVE	DENIS	DENIS	DENIS
BONITAS BONCOMPREHENSIVE	DENIS	BONITAS	DENIS
BONITAS BONCAP	DENIS	BONITAS	DENIS
BONITAS BONCLASSIC	DENIS	DENIS	DENIS

ANNEXURE B: MEDIHELP MEDICAL SCHEME

1. Name of Client: **MEDIHELP MEDICAL SCHEME**
2. Inception Date: **1st January 2008**
3. Members identified by: **MEDIHELP MEDICAL AID Membership Card**
4. Members on the following scheme options are covered by this agreement:
 - **MEDIHELP PLUS**
 - **MEDIHELP ELITE**
 - **MEDIHELP PRIME 3 & PRIME 3 NETWORK**
 - **MEDIHELP NECESSE**
 - **MEDIHELP PRIME 1 & PRIME 1 NETWORK**
 - **MEDIHELP PRIME 2 & PRIME 2 NETWORK**
5. Applicable Tariff Schedule: **DENIS TARIFF SCHEDULE**
6. Administration Details:

SCHEME OPTION	CLAIM SUBMITTED TO:	PAYMENT MADE BY:	QUERIES
MEDIHELP PLUS	DENIS	DENIS	DENIS
MEDIHELP ELITE	DENIS	DENIS	DENIS
MEDIHELP PRIME 3 & PRIME 3 NETWORK	DENIS	DENIS	DENIS
MEDIHELP NECESSE	DENIS	DENIS	DENIS
MEDIHELP PRIME 1 & PRIME 1 NETWORK	DENIS	MEDIHELP	DENIS
MEDIHELP PRIME 2 & PRIME 2 NETWORK	DENIS	MEDIHELP	DENIS

ANNEXURE C: KEYHEALTH MEDICAL SCHEME

1. Name of Client: **KEYHEALTH MEDICAL SCHEME**
2. Inception Date: **1st July 2005**
3. Members identified by: **KEYHEALTH MEDICAL AID Membership Card**
4. Members on the following scheme options are covered by this agreement:
 - **KEYHEALTH SILVER**
 - **KEYHEALTH GOLD**
 - **KEYHEALTH PLATINUM**
 - **KEYHEALTH ESSENCE**
 - **KEYHEALTH EQUILIBRIUM**
5. Applicable Tariff Schedule: **DENIS TARIFF SCHEDULE**
6. Administration Details:

SCHEME OPTION	CLAIM SUBMITTED TO:	PAYMENT MADE BY:	QUERIES
KEYHEALTH SILVER	DENIS	DENIS	DENIS
KEYHEALTH GOLD	DENIS	DENIS	DENIS
KEYHEALTH PLATINUM	DENIS	DENIS	DENIS
KEYHEALTH ESSENCE	DENIS	DENIS	DENIS
KEYHEALTH EQUILIBRIUM	DENIS	DENIS	DENIS

ANNEXURE D: PG GROUP MEDICAL SCHEME

- 1. Name of Client: **PG GROUP MEDICAL SCHEME**
- 2. Inception Date: **1st July 2008**
- 3. Members identified by: **PG GROUP MEDICAL AID Membership Card**
- 4. Members on the following scheme options are covered by this agreement:
 - **PG GROUP**
- 5. Applicable Tariff Schedule: **DENIS TARIFF SCHEDULE**
- 6. Administration Details:

SCHEME OPTION	CLAIM SUBMITTED TO:	PAYMENT MADE BY:	QUERIES
PG GROUP	DENIS	DENIS	DENIS



ANNEXURE E: THEBEMED MEDICAL SCHEME

1. Name of Client: **THEBEMED MEDICAL SCHEME**
2. Inception Date: **1st January 2007**
3. Members identified by: **THEBEMED MEDICAL AID Membership Card**
4. Members on the following scheme options are covered by this agreement:
 - **THEBEMED UNIVERSAL**
 - **THEBEMED ENERGY**
5. Applicable Tariff Schedule: **DENIS TARIFF SCHEDULE**
6. Administration Details:

SCHEME OPTION	CLAIM SUBMITTED TO:	PAYMENT MADE BY:	QUERIES
THEBEMED UNIVERSAL	DENIS	DENIS	DENIS
THEBEMED ENERGY	DENIS	DENIS	DENIS



ANNEXURE F: ALLIANCE-MIDMED MEDICAL SCHEME

- 1. Name of Client: **ALLIANCE-MIDMED MEDICAL SCHEME**
- 2. Inception Date: **1st January 2012**
- 3. Members identified by: **ALLIANCE-MIDMED MEDICAL AID Membership Card**
- 4. Members on the following scheme options are covered by this agreement:
 - **ALLIANCE-MIDMED**
- 5. Applicable Tariff Schedule: **ALLIANCE-MIDMED TARIFF SCHEDULE**
- 6. Administration Details:

SCHEME OPTION	CLAIM SUBMITTED TO:	PAYMENT MADE BY:	QUERIES
ALLIANCE-MIDMED	DENIS	DENIS	DENIS

ANNEXURE G: ENABLEMED

1. Name of Client: **ENABLEMED**
2. Inception Date: **1st April 2003**
3. Members identified by: **ENABLEMED MEDICAL AID Membership Card**
4. Members on the following scheme options are covered by this agreement:
 - **MAKOTI PRIMARY OPTION**
 - **MAKOTI COMPREHENSIVE OPTION**
 - **COMMED FUNDAMENTAL OPTION & MALCOR OPTION D**
 - **SIZWE GOMOMO CARE**
5. Applicable Tariff Schedule: **DENIS TARIFF SCHEDULE**
6. Administration Details:

SCHEME OPTION	CLAIM SUBMITTED TO:	PAYMENT MADE BY:	QUERIES
MAKOTI PRIMARY OPTION	DENIS	DENIS	DENIS
MAKOTI COMPREHENSIVE OPTION	DENIS	DENIS	DENIS
COMMED FUNDAMENTAL OPTION & MALCOR OPTION D	DENIS	DENIS	DENIS
SIZWE GOMOMO CARE	DENIS	DENIS	DENIS

ANNEXURE H: MEDSHIELD MEDICAL SCHEME

1. Name of Client: **MEDSHIELD MEDICAL SCHEME**
2. Inception Date: **1st July 2014**
3. Members identified by: **MEDSHIELD MEDICAL AID Membership Card**
4. Members on the following scheme options are covered by this agreement:
 - **MEDSHIELD STANDARD**
 - **MEDSHIELD PREMIUMPLUS**
 - **MEDSHIELD MEDIVALUE**
 - **MEDSHIELD MEDIPLUS**
 - **MEDSHIELD MEDIBONUS**
 - **MEDSHIELD COREPLUS**
 - **MEDSHIELD MEDIPHILA**
5. Applicable Tariff Schedule: **DENIS TARIFF SCHEDULE**
6. Administration Details:

SCHEME OPTION	CLAIM SUBMITTED TO:	PAYMENT MADE BY:	QUERIES
MEDSHIELD STANDARD	MEDSHIELD	MEDSHIELD	MEDSHIELD
MEDSHIELD PREMIUMPLUS	MEDSHIELD	MEDSHIELD	MEDSHIELD
MEDSHIELD MEDIVALUE	MEDSHIELD	MEDSHIELD	MEDSHIELD
MEDSHIELD MEDIPLUS	MEDSHIELD	MEDSHIELD	MEDSHIELD
MEDSHIELD MEDIBONUS	MEDSHIELD	MEDSHIELD	MEDSHIELD
MEDSHIELD COREPLUS	MEDSHIELD	MEDSHIELD	MEDSHIELD
MEDSHIELD MEDIPHILA	MEDSHIELD	MEDSHIELD	MEDSHIELD