

INDIVIDUAL SPECIALIST AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 2022

BETWEEN:

- (1) **AXA PPP HEALTHCARE LIMITED** a private limited company registered in England and Wales (company no. 3148119) and whose registered office is at 20 Gracechurch Street, London, EC3V 0BG ("**AXA Health**"); and
 - (2) **[NAME]** of **[ADDRESS]** ("**You**", "**Your**"),
- (each a "**Party**" and together the "**Parties**").

BACKGROUND:

- (A) AXA Health is an authorised insurance company which provides private medical insurance and other private medical products and services to Members (defined below).
- (B) You have agreed that you will provide Treatment (defined below) to Members in accordance with the terms and conditions set out in this Agreement.
- (C) AXA Health has agreed to recognise You as a Specialist to provide Treatment to Members and has agreed to pay the Fees (defined below) in accordance with the terms and conditions of this Agreement in return for the provision of the Treatment to Members.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement the words and expressions shall have the meaning given to them in Schedule 1.

2. COMMENCEMENT AND DURATION

This Agreement will take effect on the date You sign it and shall continue thereafter unless terminated in accordance with Clause 22 below.

3. SCOPE

- 3.1 This Agreement sets out the terms and conditions pursuant to which AXA Health will appoint You as an Approved Specialist to provide the Treatment to Members.
- 3.2 Your appointment as an Approved Specialist is non-exclusive and AXA Health shall be entitled to appoint alternative suppliers to supply services that are the same as or similar to the services being provided by You to Members.
- 3.3 By entering into this Agreement, You agree to comply with the terms and conditions set out in this Agreement and be bound by and adhere to the Terms of Recognition and the Billing Principles.

- 3.4 The Terms of Recognition shall remain in full force and effect for the duration of this Agreement and shall govern the relationship between You and AXA Health except as otherwise provided in this Agreement.
- 3.5 This Agreement shall operate together with the Terms of Recognition and the Billing Principles and does not attempt to provide for a revision of either. In the event of any inconsistency or conflict between this Agreement and either the Terms of Recognition or the Billing Principles, this Agreement shall prevail.

4. AXA HEALTH'S OBLIGATIONS

- 4.1 Subject to You complying with the conditions set out in Clause 5 below, AXA Health will:
- 4.1.1 provide You with Approved Specialist status;
- 4.1.2 pay You the fees set out in Schedule 1 for the provision of all Treatment included in the activities listed in the table(s) in Schedule 1 by You to Members in accordance with the terms and conditions of this Agreement;
- 4.1.3 pay the rates set out in the AXA Health Schedule of Procedures for the provision of all Treatment not included in the activities listed in Schedule 1 by You to Members, in accordance with the terms and conditions of this Agreement. Where a particular code or procedure does not have a fee included in either Schedule 1 or the current AXA Health Schedule of Procedures but AXA Health has notified You that the Treatment may be provided by you to Members pursuant to this Agreement where it is eligible for Benefit purposes, AXA Health shall pay You the cost of that particular code or procedure as notified to You by AXA Health in writing on the commencement of this Agreement (as may be updated by AXA Health upon written notice to you from time to time);
- 4.1.4 act reasonably and in good faith to review and consider any request for payment of any charge in excess of those set out in the current AXA Health Schedule of Procedures pursuant to Clause 7.1.3 below; and
- 4.1.5 operate a help service for You in relation to invoice, payment and account queries relating to payments to You pursuant to this Agreement via the AXA Health website – <https://provider.axahealth.co.uk/payment-support-service/> (or such other address or method of contact as notified in writing by AXA Health from time to time) and also by telephone on 01892 503030 (Monday to Friday 9am until 5pm).

5. YOUR OBLIGATIONS

- 5.1 You hereby agree to comply with the following obligations, to ensure our Members' safety:

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- 5.1.1 only provide Treatment to Members in connection with this Agreement within your field of practice in which you have the appropriate qualifications and skills necessary;
 - 5.1.2 to act in the spirit of and comply with the details of the Private Healthcare Market Investigation Order 2014 published by the Competition and Markets Authority in October 2014, including (but not limited to) informing AXA Health of any known or potential conflict of interest;
 - 5.1.3 to comply with all Applicable Law and Medical Regulations;
 - 5.1.4 to have and maintain registration under Applicable Law and Medical Regulations and all other suitable authorisations, registrations, licences and/or consents required in connection with the provision of the Treatment to Members;
 - 5.1.5 to promptly co-operate in full with enquiries made by AXA Health with a view to establishing whether You are in compliance with Clause 5.1.4 including agreeing to answer any questions from AXA Health fully and truthfully and provide such information as AXA Health may reasonably request from time to time for that purpose;
 - 5.1.6 to have and maintain practising privileges in at least one of the facilities in the AXA Health General Network;
 - 5.1.7 to use all resources and Treatment efficiently and in line with Applicable Law and Medical Regulations when providing Treatment to Members (including, but not limited to, the use of Biosimilar Medicines where available) provided that at all times such use is adequate and appropriate from a clinical perspective;
 - 5.1.8 to not hold itself out as being an Appointed Representative (as defined in FSMA) of AXA Health;
 - 5.1.9 to strictly observe all instructions by AXA Health as to the carrying out or ceasing of the activities contemplated by this Agreement for a specific or indefinite period in order that AXA Health may comply with all Applicable Law and Medical Regulations; and
 - 5.1.10 to comply with the notification requirements set out in Clause 16.
- 5.2 You further hereby agree to the following obligations:
- 5.2.1 to keep all Confidential Information strictly confidential and not disclose the details to any third party except by prior written consent of AXA Health or where the Confidential Information has become publicly available through no fault of Your own. You may only disclose the Confidential Information to your personnel who are directly involved in the administration of the fees and who need to know the information and You shall ensure that such personnel are aware of and shall comply with the confidentiality requirements in this Agreement;

- 5.2.2 in the event that AXA Health shall appoint a Preferred Third Party for specific services, You agree to use such Preferred Third Party unless You believe the Preferred Third Party inadequate and/or inappropriate from a clinical perspective, for Members within three (3) months from the date on which AXA Health served written notice to You of such appointment of a Preferred Third Party;
- 5.2.3 to ensure Your details are accurate at all times and all changes are promptly notified to AXA Health on the following website: this includes (without limitation) the following information:
- 5.2.3.1 correspondence address;
 - 5.2.3.2 treatment address;
 - 5.2.3.3 billing address;
 - 5.2.3.4 e-mail address;
 - 5.2.3.5 contact telephone numbers with relevant names;
 - 5.2.3.6 all the hospitals in which You have admitting rights and identify specifically whether You consult only or undertake treatment at those hospitals;
 - 5.2.3.7 your speciality, sub-speciality and specialist areas of interests; and your professional indemnity insurance information; and
- 5.2.4 to regularly check, keep up to date with, and act in the spirit of the information provided via the AXA Health Provider Information Centre found at <https://provider.axahealth.co.uk/provider-information-centre/>

6. AUTHORISATION

- 6.1 You hereby confirm that You:
- 6.1.1 hold or have held and are not precluded from holding a substantive appointment as a consultant or an Honorary Consultant in the speciality relevant to your field of practice in the NHS; and
 - 6.1.2 are currently listed on the specialist register of the GMC or are included as required by the European Specialist Medical Qualification Order 1995 in the Specialist Register kept by the GMC, in a speciality which AXA Health recognise for Benefit under its Policies.

7. FEES, INVOICING AND PAYMENT

- 7.1 You agree that you will comply with the following obligations:
- 7.1.1 to adhere to the Billing Principles set out in the AXA Health Schedule of Procedures at <https://specialistforms.onlineapps.axahealth.co.uk/SpecialistCode.mvc/Introduction?source=published#billing>
 - 7.1.2 to adhere to and charge in accordance with the fees listed in Schedule 1 and for all other activities not set out in Schedule 1, to apply and charge in accordance with the AXA Health Schedule of Procedures. All fees charged

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pursuant to this Agreement must relate to actual Treatment provided to a Member;

- 7.1.3 to submit Your invoices electronically through Healthcode, via paper invoices, or any other electronic billing system AXA Health recognises or owns and notified to you from time to time;
- 7.1.4 to contact AXA Health, with as much notice as possible and at least five (5) Business Days before the date of Treatment, in the event that a particular Member requires Treatment that warrants an extraordinary charge due to unusual complexity or other exceptional circumstances. You may do so by submitting an Enquiry Form providing all information requested on the form and including full details as to why the Treatment is considered extraordinary. For the avoidance of doubt, You shall require the consent of AXA Health prior to Treatment being provided in respect of any charge in excess of the Fees and of the AXA Health Schedule of Procedures (whichever is applicable), such consent to be granted at AXA Health's sole discretion;
- 7.1.5 to ensure that no charges are made to Members directly or indirectly and You will not recover or seek to recover any amounts directly from a Member **other than:**
- (i) costs incurred by the Member which are not covered by the Policy including, for the avoidance of doubt, any excess or cost sharing associated with the Policy; or
 - (ii) any shortfall between the amount of Benefit to which a Member is entitled under the Policy and the amount You may charge under the terms of this Agreement,

PROVIDED THAT:

- (iii) the Member has been informed prior to You incurring such costs and has expressly agreed to bear these costs; and
 - (iv) You continue to apply the rates set out in the AXA Health Schedule of Procedures when charging Members directly for all Treatment in the circumstances described in Clauses 7.1.5(i) and 7.1.5(ii) above.
- 7.2 If You charge a Member (either directly or indirectly) any amount for Treatment in excess of the amounts agreed, AXA Health reserves the right to clawback a sum equal to the amount charged to such Member in excess of the amount agreed and reserves the right to set-off such amount from future fees due to You.
- 7.3 In the event that a Member pays You directly for services in relation to Treatment that is either pre-authorised by AXA Health, or is later authorised for payment by AXA Health, You will, if requested by AXA Health, refund the amount paid by the Member in full and instead invoice AXA Health in accordance with this Clause 7.3 for the services provided in relation to such Treatment.

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- 7.4 AXA Health will pay all amounts due to You pursuant to this Agreement on a weekly basis provided that all obligations in this Clause in relation to charging and invoicing have been complied with.
- 7.5 Charges for Treatment provided by You to any Member will only be payable by AXA Health pursuant to this Agreement where:
- 7.5.1 the Treatment to which the charges relate is medically necessary and appropriate having regard to the Member's medical condition;
 - 7.5.2 all charges relate to resources and Treatment used efficiently and in line with Applicable Law and Medical Regulations when providing Treatment to Members (including, but not limited to, the use of Biosimilar Medicines where available) provided that at all times such use is adequate and appropriate from a clinical perspective;
 - 7.5.3 the Member is at all times under Your supervision; and
 - 7.5.4 the Treatment falls within the Member's Benefits pursuant to a valid Policy; and
 - 7.5.5 You have submitted an Enquiry Form to AXA Health using the online procedure and received prior authorisation by way of a confirmation email from AXA Health that charges for the Treatment will be paid (including confirmation of the procedure code to be used).
- 7.6 For the avoidance of doubt, AXA Health shall provide authorisation pursuant to Clause 7.5.5 at its sole discretion and shall be under no obligation to authorise payment for any Treatment.
- 7.7 AXA Health shall not be liable to pay any costs or expenses incurred by You as a result of or in connection with any Unproven Treatment or Clinical Trials without specific prior written approval from AXA Health.
- 7.8 AXA Health may at any time dispute the whole or any proportion of an invoice submitted by You where the invoice or portion of the invoice:
- 7.8.1 includes charges for Treatment received by a Member that is not a Benefit or is otherwise ineligible for payment by AXA Health; or
 - 7.8.2 includes charges for Treatment received by a Member over and above the charges included in the AXA Health Schedule of Procedures; or
 - 7.8.3 includes charges for Treatment where the Treatment date was more than six (6) months before the date of submission of the invoice; or
 - 7.8.4 is an amended and re-issued invoice relating to a previous invoice that was submitted by You more than thirty (30) days prior to the date of submission of the amended and re-issued invoice; or

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- 7.8.5 includes other amounts that You are not entitled to invoice or amounts in excess of what You are entitled to invoice AXA Health pursuant to the terms of this Agreement.
- 7.9 Where AXA Health disputes an invoice or part of an invoice in accordance with Clause 7.8 above, You will be informed by the provision of a remittance advice and the following shall apply:
- 7.9.1 where the invoice or relevant proportion of the invoice has been paid by AXA Health, AXA Health shall be permitted to set-off the sum of the relevant invoice or proportion of such invoice from any future payment due to You pursuant to this Agreement, or AXA Health may alternatively require You to repay all such amounts to AXA Health within thirty (30) days of receipt of the relevant remittance advice; or
- 7.9.2 where the invoice or relevant proportion of the invoice has not been paid by AXA Health, You will make no further request for payment of the relevant invoice or proportion of such invoice from AXA Health.
- 7.10 Where the whole or a proportion of an undisputed invoice is overdue for payment by AXA Health by more than sixty (60) days from the date such invoice was due for payment, You will collate all such account information and submit to AXA Health via the AXA Health website – <https://provider.axahealth.co.uk/payment-support-service/>
- (or such other address or method of contact as notified in writing by AXA Health from time to time) (an “**Aged Debt Request**”) no more frequently than monthly (unless otherwise agreed between the Parties).
- 7.11 Upon receipt of an Aged Debt Request, AXA Health agrees to review the position and seek to rectify as appropriate **EXCEPT THAT** the Parties acknowledge and agree that AXA Health shall take no action in relation to any amounts contained in an Aged Debt Request where the sum was due for payment twelve (12) months or more before the date of receipt of the Aged Debt Request containing the amount in question. In such circumstances, You agree to adjust the records accordingly and make no further request for payment of the relevant sum from AXA Health or any Member.
- 7.12 Notwithstanding the agreed AXA Health Schedule of Procedures as may be amended from time to time in accordance with the provisions of this Agreement, prior to submitting any invoices in accordance with this Clause 7, wherever possible You agree to adjust the amount charged as follows:
- 7.12.1 to the lesser of Your “self-pay” rates and the AXA Health Schedule of Procedures, including where a special “self-pay” rate is introduced by You for a particular service from time to time (provided that the Member receiving such service satisfies any special terms and conditions pertaining to such special rate); and,
- 7.12.2 to include the benefit of any discounts, special offers, rebate terms or any other additional promotional terms as agreed from time to time between the Parties;

- 7.13 AXA Health may review and amend the AXA Health Schedule of Procedures in accordance with Clause 20.2.
- 7.14 From the date 3 years from the Commencement Date, You may submit a request to AXA Health via the following website: <https://provider.axahealth.co.uk/individual/individual-provider-support/contract-review/> to change the fees you are permitted to charge for the provision of Treatment to Members and the Parties will seek to agree revised terms where appropriate. All changes to this Agreement between the Parties must be agreed in writing and signed by both Parties. The revised terms will apply with effect from the date specified in such written agreement.

8. VAT

- 8.1 The Parties acknowledge and agree that the Services to be provided by You to Members are exempt from United Kingdom value added tax ("**VAT**"). However, if HM Revenue & Customs determine that VAT is chargeable or if, due to a change in Your status, VAT becomes chargeable on or in respect of such Services, such VAT shall be deemed to be included in any such amount, consideration or payment provided or to be provided by AXA Health or the Member, accordingly, any such VAT shall be payable by You and shall not be recoverable from AXA Health or the Member.
- 8.2 Where You charge VAT to AXA Health in error, You shall reimburse AXA Health on an indemnity basis within thirty (30) days of the date of the invoice in which such erroneous VAT was charged.

9. INDEMNITY

- 9.1 To the fullest extent permitted by law, You shall indemnify and keep AXA Health and its officers, shareholders, agents and employees indemnified in full from and against any loss and all claims, proceedings, actions, damages, costs, expenses and any other liabilities (including legal costs and expenses) which arise or might arise as a result of:
- 9.1.1 the performance or non-performance of any of Your obligations under this Agreement (including but not limited to the data protection obligations in Clause 11);
 - 9.1.2 any claim or complaint made by a Member in relation to Treatment received from You;
 - 9.1.3 Your acts, omissions or negligence or wilful misconduct;
 - 9.1.4 the cost of any Services in connection with Treatment or follow up Treatment received by a Member that was solely required as a result of or in connection with Your negligence or default; and/or
 - 9.1.5 any breach of this Agreement by You.

9.2 This Clause 9 shall not apply to the extent that You are able to demonstrate that any such loss, claims, proceedings, actions, damages, costs, expenses or other liabilities were caused by the negligence or default of AXA Health.

10. INDEMNITY INSURANCE

10.1 You shall, (at Your own cost), take out, maintain in full force and effect at all times during the course of this Agreement and observe the terms and conditions of adequate medical negligence insurance (or an equivalent of equal standing) to cover Your liability in relation to this Agreement with an insurance provider of good standing and repute, authorised to carry on insurance business of the relevant type in the United Kingdom.

10.2 At the date of this Agreement, at least annually and otherwise at any time at AXA Health's request, You shall promptly provide to AXA Health such evidence as AXA Health may reasonably require to show that You have taken out and continue to maintain in full force and effect adequate medical negligence insurance (or an equivalent of equal standing) in accordance with Clause 10.1 above and that the premiums due in respect of such insurance have been paid.

10.3 You shall immediately notify AXA Health in writing if any circumstances arise or are likely to arise which would lead to You being in breach of Your obligations under Clause 10.1 above.

11. DATA PROTECTION

11.1 Any reference in this Agreement to the terms "**controller**", "**data subject**", "**personal data**", "**personal data breach**", "**processor**" and "**processing**" shall have the meanings set out in the GDPR (and "**process**" and "**processed**" shall be construed accordingly). Any reference to personal data includes a reference to Sensitive Personal Data, as applicable, whereby "**Sensitive Personal Data**" means personal data that incorporates such categories of data as are listed in Article 9(1) of the GDPR.

11.2 You agree that in performing this Agreement You will:

11.2.1 comply with Your obligations under the Data Protection Legislation;

11.2.2 not cause AXA Health to breach its obligations under the Data Protection Legislation;

11.2.3 not process the personal data which AXA Health shares with You or which You accept from AXA Health or which is processed under or in connection with this Agreement for any purpose not expressly authorised by AXA Health;

11.2.4 to the extent You provide Personal Data to AXA Health, ensure that all fair processing notices have been given (and/ or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up-to-date in order to meet the Data Protection Legislation requirements around ensuring that processing is fair and transparent;

- 11.2.5 ensure that all Personal Data and Sensitive Personal Data obtained by You in connection with the provision of Treatment to Members shall be processed, stored and transferred in accordance with the provisions of the Data Protection Legislation; and
- 11.2.6 indemnify and keep indemnified AXA Health from and against any and all costs, proceedings, actions, claims or demands, liabilities and obligations which they may incur (including legal costs and expenses) arising out of or in connection with any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or any other legal person as a result of Your unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data or Sensitive Personal Data processed by You, Your employees, agents or sub-contractors pursuant to or in connection with this Agreement.
- 11.3 AXA Health and You are independent controllers in their dealings with each other.
- 11.4 You acknowledge that nothing in this Agreement purports to appoint You as a processor for and on behalf of AXA Health in respect of the Personal Data (or any personal data) and AXA Health does not anticipate that You will, and You shall not, act as AXA Health's processor under any circumstances, unless You have been expressly appointed as processor by AXA Health. Such appointment shall be conditional upon You satisfying AXA Health's security due diligence review and AXA Health and You agreeing, in good faith, a set of processor obligations that comply with the Data Protection Legislation.
- 11.5 You are expected to promptly, but in any event within twenty-four (24) hours, notify AXA Health following:
- 11.5.1 any personal data breaches involving Personal Data; or
- 11.5.2 Your receipt of any actual or purported request or notice or complaint from (or on behalf of) a data subject exercising his rights under the Data Protection Legislation or any correspondence or communication (whether written or verbal) from the ICO or any other relevant regulator in relation to the processing of the Personal Data.

12. REMOTE CONSULTATION

- 12.1 You acknowledge and agree that any virtual platform or mobile application (or other means) used by You to provide Remote Consultations ("**Platform**") is solely determined by You as applicable, SAVE THAT You will ensure that the Platform has sufficient security controls in place, it is fully end-to-end encrypted, it is (and its use is) a safe and appropriate means of providing a confidential Remote Consultation, and it is in line with the Billing Principles. AXA Health (or where relevant any of its Affiliates or Partners) shall have no liability for Losses suffered or incurred by any Member or otherwise, in connection with any Member's use of any such Platform. You shall ensure that all users sign up to appropriate user terms

and conditions directly with the relevant Platform provider directly prior to accessing it.

- 12.2 To the fullest extent permitted by Applicable Law and Medical Regulations, You shall indemnify AXA Health and its Affiliates and Partners and keep them indemnified in full from and against all Losses suffered or incurred which arise as a result of or in connection with the provisions set out in clause 12.1.

13. INTELLECTUAL PROPERTY

- 13.1 Subject to Clause 13.2, AXA Health hereby grants to You a non-exclusive, royalty free licence for the term of this Agreement to use AXA Health's name and/or the AXA Health logo owned by or licensed to AXA Health or any AXA Health Affiliate, solely on Your website in connection with the operation of this Agreement and may only be used elsewhere pursuant to this licence where such use is agreed in writing (including by email) in advance by AXA Health. You otherwise have no right to use any Intellectual Property owned by AXA Health or any AXA Health Affiliate. You shall advise AXA Health in writing each time the AXA Health name and/or logo is used in accordance with this Clause.

- 13.2 Upon request, AXA Health shall provide You with an approved digital version of its logo in a password protected file. You shall only use such digital version of the logo in accordance with the terms of this Clause 13 and the terms of any brand guidelines provided to You by AXA Health. For the avoidance of doubt, You shall not use AXA Health's logo in any form, style or colour other than as provided in the approved digital version.

14. INFORMATION REQUESTS AND INTERNAL REVIEWS

- 14.1 At any time during this Agreement and thereafter until all Your rights, obligations and duties have come to an end, AXA Health (or its nominated representatives) may submit written requests for information to You ("**Information Request**") and/or carry out internal reviews ("**Internal Reviews**"), in relation to its practices in connection with its obligations under this Agreement, for claims assessment and/or to verify Your compliance with Your obligations under this Agreement and/or investigate any developments that may affect You and/or AXA Health.

- 14.2 In relation to each Information Request and/or Internal Review, You agree that You will:

14.2.1 at Your own cost and expense, fully and effectively co-operate with AXA Health and its representatives and provide such assistance as is reasonably requested; and

14.2.2 subject to any data protection or medical confidentiality requirements or restrictions, supply copies of all reasonably requested information, data and records of whatsoever nature to AXA Health or its representatives within twenty-eight (28) days of the request.

- 14.3 For the avoidance of doubt, the information that AXA Health (or its nominated representatives) may have access to in connection with Information Requests and Internal Reviews includes:

14.3.1 all available medical or clinical information and hospital notes, records and reports regarding any Member and their Treatment; and

14.3.2 all information received or held by You relating to the Members' satisfaction with the standard of the Services;

PROVIDED THAT:

14.3.3 any health authority charges levied for accessing medical records of any Member shall be met by AXA Health.

14.4 AXA Health shall be entitled to make and retain copies of any information provided to them pursuant to this Clause 14.

14.5 You shall, where appropriate, assist AXA Health with its review of You or any facility that is used by You to provide Treatment to Members.

15. AUDIT RIGHT

15.1 At any time during this Agreement and thereafter until all Your rights, obligations and duties have come to an end, AXA Health (or its nominated representatives) or any third party appointed by AXA Health may visit Your professional premises in connection with its obligations under this Agreement to verify Your compliance with Your obligations under this Agreement and/or investigate any developments that may affect You and/or AXA Health ("**Audit**").

15.2 In relation to each Audit, You agree that You will:

15.2.1 at Your own cost and expense, fully and effectively co-operate with AXA Health and their representatives and provide such assistance as is reasonably requested;

15.2.2 promptly allow AXA Health and their representatives reasonable access to any of Your offices or facilities at any time; and

15.2.3 subject to any data protection or medical confidentiality requirements or restrictions, supply all reasonably requested information, data and records of whatsoever nature to AXA Health and their representatives, and provide facilities to enable them to inspect and make copies of such information, data and records for them to retain, at no charge to AXA Health.

16. NOTIFICATION REQUIREMENTS

16.1 You shall immediately notify AXA Health with sufficient detail by telephone or email in the event that:

16.1.1 any suitable authorisation, registration, licence or consent held by You relevant to the provision of Treatment to Members (including registration under Applicable Law and Medical Regulations) is revoked or You

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reasonably believe that such registration may be revoked (including any concerns raised as part of any appraisal process) or any conditions have been made on your registration by a fitness to practise committee or the licensing or regulatory body in the UK or in any other country; or

- 16.1.2 You are suspended, erased, have conditions, undertakings or warnings from a Medical Regulator; or
 - 16.1.3 You are currently the subject of a fitness to practise investigation or proceedings by a licensing or regulatory body in the UK or in any other country, and/or You are being investigated by the GMC or an NHS Trust or a private hospital; or
 - 16.1.4 Your practising privileges are removed or suspended; or
 - 16.1.5 You do not or cease to have practising privileges in at least one of the facilities in the AXA Health General Network; or
 - 16.1.6 a bankruptcy petition is brought against You; or
 - 16.1.7 You plan to perform Unproven Treatment, Clinical Trials or associated research which may affect any Members. Such notification must include: (i) details of the trial protocol; (ii) details of any trial funding or grants; and, (iii) evidence of ethics committee approval. Please note that without specific prior written approval from AXA Health, no costs or expenses incurred by You or any Recognised Healthcare Provider as a result of or in connection with any Unproven Treatment will be reimbursed by AXA Health; or
 - 16.1.8 You become aware that any information previously provided by You to AXA Health in relation to AXA Health's decision to enter into this Agreement contains a material error or omission or has changed in a material way; or
 - 16.1.9 You become aware of any fraudulent conduct, criminal conduct, or safety concerns that may affect AXA Health or its Members; or
 - 16.1.10 a Medical Regulator publishes, or You become aware that a Medical Regulator is going to publish, an inspection report which rates the services provided by a facility from which You operate as either "inadequate" or "requires improvement" (or equivalent if such classifications are amended from time to time); or
 - 16.1.11 a patient death or serious harm occurs in relation to an AXA Health member that You become aware of, including at a facility from which You operate; or
 - 16.1.12 You have any conflict of interest (including financial interest beyond the normal Fees) in the provision of the Treatment to any of our Members.
- 16.2 Subject to any data protection or medical confidentiality requirements or restrictions, where AXA Health becomes aware of any concerns that may affect patient safety or where care is being compromised AXA Health may inform the GMC, your responsible officer, and/or any facility from which You operate.

16.3 Where You believe a Preferred Third Party to be inadequate and/or inappropriate in line with Clause 5.2.2 of this Agreement, You shall provide AXA Health with notice setting out your reasoning.

17. COMPLAINTS

17.1 You agree to establish, maintain and/or comply with a complaints handling procedure and a mechanism for measuring and monitoring levels of patient satisfaction (including carrying out patient satisfaction surveys) and will report the results of such patient satisfaction monitoring promptly to the extent that it relates to Members to AXA Health.

17.2 The Parties undertake to work together and resolve any Complaint which concerns or relates to AXA Health and/or You and/or the facility from which You operate in accordance with the provisions of this Clause.

17.3 Subject to receiving the relevant Member's prior consent, upon receipt of a Complaint about You which concerns or relates to AXA Health and/or You and/or the facility from which You operate, and where such Complaint pertains to patient death or serious permanent harm or incapacity You will immediately notify AXA Health in writing and will send a copy of all correspondence relating to the Complaint to AXA Health.

17.4 Subject to receiving the relevant Member's prior consent, upon receipt of any material Complaint by AXA Health which concerns or relates to You and/or the facility from which You operate, AXA Health will notify You in writing and will send a copy of all correspondence relating to the Complaint to You.

17.5 If in the opinion of AXA Health, a Complaint received by either Party relates to the specific responsibilities of AXA Health (an "**AXA Health Complaint**") AXA Health may (without compromising Your statutory obligations and with the relevant Member's consent), give written notice to You that the AXA Health Complaint shall be dealt with by AXA Health.

17.6 Upon receipt of the notice detailed in Clause 17.5, You will:

17.6.1 immediately transfer responsibility for the conduct of that AXA Health Complaint to AXA Health; and

17.6.2 if requested to do so by AXA Health, assist AXA Health in dealing with the AXA Health Complaint.

17.7 You will use your best endeavours to resolve all Complaints (other than the AXA Health Complaints) promptly and efficiently in accordance with Your complaints handling procedure, which shall be provided to AXA Health upon request. You agree to keep AXA Health informed of the progress and outcome of all Complaints (other than the AXA Health Complaints).

18. ANTI-BRIBERY

18.1 You will comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (“**Relevant Requirements**”) on the following basis:

18.1.1 You shall have and maintain in place throughout the term of this Agreement adequate policies and procedures to ensure compliance with the Relevant Requirements and enforce them where appropriate;

18.1.2 shall not do, or omit to do anything, or permit anything to be done by any other person, which is an offence or which may be deemed to be an offence under the Relevant Requirements; and

18.1.3 shall notify AXA Health immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with this Agreement has contravened or may contravene the Relevant Requirements.

18.2 AXA Health reserves the right to treat any failure by You to comply with this Clause 18 as a material breach of this Agreement that is not capable of being remedied.

19. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM

19.1 You shall have and maintain in place throughout the term of this Agreement adequate anti-money laundering and counter-terrorism financing policies and procedures to ensure compliance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Proceeds of Crime Act 2002, Terrorism Act 2000 and any other Applicable Law and Medical Regulations and shall notify AXA Health immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with this Agreement has contravened the same.

19.2 AXA Health reserves the right to treat any failure by You to comply with this Clause 19 as a material breach of this Agreement that is not capable of being remedied.

20. VARIATION

20.1 Subject to Clauses 20.2, 20.3 and 20.4, this Agreement may not be amended except by the agreement in writing of both You and AXA Health.

20.2 AXA Health may review and amend the AXA Health Schedule of Procedures from time to time and may change the current the AXA Health Schedule of Procedures by publishing a notice of such amendment on <https://provider.axahealth.co.uk/schedule-of-procedures-and-fees/> with three (3) months’ notice before the amendment shall be implemented.

20.3 AXA Health may review and amend the Terms of Recognition from time to time and may change the current Terms of Recognition with immediate effect by publishing a notice of such amendment on <https://provider.axahealth.co.uk/individual-provider-recognition/>.

- 20.4 AXA Health may review and amend the Billing Principles from time to time and may change the current Billing Principles with immediate effect by publishing a notice of such amendment on <https://specialistforms.onlineapps.axahealth.co.uk/SpecialistCode.mvc/Introduction?source=published#billing>
- 20.5 AXA Health may review and amend the AXA Health Safety Matrix Tool from time to time and may change the current AXA Health Safety Matrix Tool with immediate effect by publishing a notice of such amendment on <https://provider.axahealth.co.uk/provider-information-centre/patient-safety/patient-safety-tool-diagram/>
- 20.6 AXA Health may review and amend the AXA Health Provider Information Centre from time to time and may change the current AXA Health Provider Information Centre with immediate effect by publishing a notice of such amendment on <https://provider.axahealth.co.uk/provider-information-centre/>

21. SUSPENSION

Without prejudice to any termination right of AXA Health, as set out in clause 22, AXA Health reserves the right to suspend your provision of Treatment to our Members pending any investigation into a breach of one of the events listed in Clause 22.3 or where there are safety concerns.

22. TERMINATION

- 22.1 Either Party may terminate this Agreement at any time by giving the other Party at least three (3) months' notice in writing.
- 22.2 Either Party may terminate this Agreement with immediate effect on written notice to the other party if the other Party shall have committed a material breach of this Agreement which is either irremediable or is remediable but has not been remedied within thirty (30) days of being notified in writing of the breach.
- 22.3 Notwithstanding Clause 22.2, AXA Health may terminate this Agreement immediately on notice to You if:
- 22.3.1 You breach any of Your obligations set out in Clause 7.1;
 - 22.3.2 You breach any of Your obligations as set out in the Terms of Recognition;
 - 22.3.3 One of the events listed in 16.1.1 to 16.1.11 (inclusive) occurs;
 - 22.3.4 as a result of any Audit, Information Request, Internal Review, or otherwise, AXA Health reasonably believes that You are failing to comply with any of Your material obligations under this Agreement;
 - 22.3.5 You are party to fraudulent or other criminal conduct;
 - 22.3.6 You breach your confidentiality obligations pursuant to Clause 5.2.1; or

22.3.7 AXA Health becomes aware that any information previously provided by You to AXA Health in relation to AXA Health's decision to enter into this Agreement contains a material error or omission or has changed in a material way.

23. CONSEQUENCES OF TERMINATION

23.1 Termination of this Agreement for any reason shall not affect any right or remedy of either party which may have arisen before such termination.

23.2 The parties agree that the following provisions of this Agreement will survive termination of this Agreement: Clauses 5.2.1 (*Your Obligations*), 6 (*Fees, Invoicing and Payment*), 8 (*VAT*), 9 (*Indemnity*), 10 (*Indemnity Insurance*), 11 (*Data Protection*), 12 (*Intellectual Property*), 14 (*Audit Right*), 14 (*Information Requests and Internal Reviews*), 17 (*Complaints*), 23 (*Consequences of Termination*), 24 (*Notices*), 25 (*Counterparts*), 26 (*Entire Agreement*), 27 (*Severability*), 28 (*Waiver*), 31 (*Contracts (Rights of Third Parties) Act 1999*), 32 (*Governing Law*), and Schedule 1 (*Definitions*).

23.3 Upon termination or expiry of this Agreement (the "**Termination Date**") howsoever occurring, the parties shall implement the following exit management plan in relation to this Agreement:

23.3.1 You shall at your own expense immediately return to AXA Health or, at AXA Health's request, destroy any data (including Member data), information, material or documentation provided by AXA Health to You or any copies thereof (in whatever media) under or in connection with this Agreement except to the extent necessary to fulfil your obligations under Clause 23.3.2 below, or otherwise required to be withheld by reason of law or regulation; and

23.3.2 You shall continue to supply Treatment to any Member after the Termination Date in the event a Member booked such Treatment prior to the Termination Date in accordance with the terms of this Agreement (regardless of whether such Treatment is Pre-Authorised Treatment), unless AXA Health requests that it ceases to do so and, if AXA Health makes such a request, You shall immediately cease to supply Treatment to any Member referred to You on or before the Termination Date and shall immediately provide AXA Health (or such other person as AXA Health may direct) with such details of any such Member and Treatment as AXA Health may reasonably require.

24. NOTICES

24.1 Save where stated otherwise, all notices to be sent under this Agreement will be in writing and sent by first class post to:

24.1.1 For AXA Health: Specialist Contracting & Fees Manager, International House, Forest Road, Tunbridge Wells, Kent, TN2 5FE

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24.1.2 For you: The correspondence address listed on the Private Practice Register, as detailed in Clause 5.2.3

24.2 A notice will be deemed to be received two days after the day of posting.

25. COUNTERPARTS

25.1 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.

25.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

26. ENTIRE AGREEMENT

26.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all previous agreements and understandings between the Parties, whether written or oral which shall terminate with effect from the commencement date of this Agreement.

26.2 Nothing in this Clause 26 shall operate to exclude either Party's liability to the other for fraudulent misrepresentation.

27. SEVERABILITY

27.1 In the event that any provision of this Agreement is, or becomes, invalid, unenforceable or void, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

28. WAIVER

28.1 The delay, neglect or failure of either Party at any time to require performance by the other of any provision of this Agreement shall in no way waive, affect or otherwise prejudice the right of such Party to require performance of that provision.

29. ASSIGNMENT

29.1 You may not assign or sub-contract any of Your rights or obligations under this Agreement without the prior written consent of AXA Health.

30. NO PARTNERSHIP, ASSOCIATION, JOINT VENTURE OR AGENCY

30.1 Nothing in this Agreement shall be deemed to constitute a partnership, association, joint venture or other co-operative enterprise between the Parties nor, save as expressly set out in this Agreement, to constitute either Party the agent of the other for any purpose.

31. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

31.1 Save as expressly provided in this Agreement, the Parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

32. GOVERNING LAW

32.1 The Parties agree that this Agreement will be governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

32.2 Your agreement to the terms and conditions detailed in this Agreement regarding any fee changes and billing protocols is signified by your signature of the second copy of this Agreement which is enclosed.

33. SUSTAINABLE DEVELOPMENT

33.1 You acknowledge that AXA Health adheres to certain principles and practices designed to ensure that AXA Health does business in a socially responsible manner by promoting sustainable development in its business through commitments towards its principal stakeholders (clients, suppliers, employees, environment, shareholders and community) as more fully set forth in the AXA Compliance and Ethics Guide located at <https://www.axa.com/en/about-us/ethics>

33.2 AXA Health encourages the parties with whom it contracts to be socially and environmentally responsible and, in particular, seeks open dialogue with them on these issues. AXA Health reserves its right to terminate this Agreement for convenience without liability of any kind (other than payment of amounts due and owing for Treatment provided through the date of termination) and/or implement an AXA Group-wide prohibition on entering into future contracts with You in the event AXA Health determines, after discussion with You, that Your business practices are contrary to the principles and practices set forth in the AXA Compliance and Ethics Guide.

33.3 In addition, as part of AXA Health's principles and practices of sustainable development, AXA Health requires parties with whom it contracts to observe the following three main specific International Labour Organization (ILO) principles: (i) refrain from using, or accepting that their own suppliers and sub-contractors make use of child labour (under 15 years of age) or forced labour; (ii) ensure staff safe and healthy working conditions and environment, respecting individual and collective liberties; and (iii) promote non-discrimination (sex, race, religion or political conviction) as regards staff recruitment and management. For more information, see the ILO website: <http://www.ilo.org/public/english/standards/index.htm>. In the event that AXA Health notifies you or becomes aware that any of your practice is contrary to the foregoing ILO principles, You agree to remedy the practice in question and notify AXA Health of the solution. In the event You do not appropriately address the issue in question or there are subsequent repeated violations, AXA Health reserves its right to terminate this Agreement for convenience without liability of any kind (other than payment of amounts due and owing for services rendered through to the date of (and including) termination).

SCHEDULE 1

DEFINITIONS

Affiliates:	means, in relation to any person, any subsidiary or direct or indirect holding company of that person, and any other subsidiary of such direct or indirect holding company;
Applicable Law and Medical Regulations:	means all statutes, statutory instruments, orders, regulations, guidelines and codes of practice (whether or not having the force of law) in force from time to time applicable to the provision of healthcare and/or related services, and/or this Agreement including (but not limited to) the requirements of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014, the Care Quality Commission (Registration) Regulations 2009, the GMC published guidance, and the rules, regulations, guidance and codes of practice of the applicable Medical Regulator;
Approved Specialist:	means a specialist who is recognised for Benefit purposes in connection with the provision of Treatment to Members;
AXA Group:	means the group of companies comprising AXA Health and its Affiliates;
AXA Health General Network:	means all of the general acute medical and surgical facilities that Members have access to and which may provide general Treatment to Members as Benefits, as included in the AXA Health directory of hospitals or otherwise identified by AXA Health as a facility with such arrangements in place, as may be replaced or re-named by AXA Health from time to time;
AXA Health Provider Information Centre:	means the information centre as set out at https://provider.axahealth.co.uk/provider-information-centre/ and as may be amended by AXA Health from time to time in accordance with Clause 20.6;
AXA Health Safety Matrix Tool:	means the safety matrix tool as set out at https://provider.axahealth.co.uk/provider-information-centre/patient-safety/patient-safety-tool-diagram/ and as may be amended by AXA Health from time to time in accordance with Clause 20.5;

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AXA Health Schedule of Procedures	means the amount AXA Health agrees to pay Approved Specialists in respect of Treatment provided to Members and as published on https://specialistforms.onlineapps.axahealth.co.uk/ as may be amended by AXA Health from time to time in accordance with Clause 20.2;
Benefits:	means the private medical benefits to which each Member is entitled to, in accordance with the terms of the relevant Policy;
Billing Principles:	means the AXA Health principles as published on https://specialistforms.onlineapps.axahealth.co.uk/SpecialistCode.mvc/Introduction?source=published#billing as may be amended by AXA Health from time to time in accordance with Clause 20.4;
Biosimilar Medicine:	means a biological drug which has been shown not to have any clinically meaningful differences from the originator drug in terms of quality, safety and efficacy;
Business Day	means any day Monday to Friday excluding bank holidays in England and Wales;
Clinical Trials:	means a research project that compares two or more treatments in patients with a condition to help generate high quality evidence about which is the more effective treatment or preventative strategy. The treatment being investigated in a clinical trial can be a medicinal product, a procedure, a device or another type of therapeutic intervention;
Complaint:	means any substantive complaint from or concern raised by or on behalf of a Member in connection with their Treatment or You pursuant to this Agreement;
Confidential Information:	means: <ul style="list-style-type: none">(i) the content of this Agreement; and(ii) any information and/or material relating to or connected to the services, customers, potential or target markets, business, technical, administrative or commercial affairs, finances, systems, processes and/or methods of operation or other information or data, trade secrets, software, know-how and any similar information or information which is clearly confidential in nature, of either party which is disclosed by one Party (or anyone on their behalf) to the other Party (or anyone on their behalf) in connection with the operation of this Agreement,

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whether written, passed on verbally or otherwise and whether or not such information is expressly stated to be confidential or marked as such;

Data Protection Legislation:

means:

(a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the GDPR and the Data Protection Act 2018, as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no.1586 and incorporated into UK law under the UK European Union (Withdrawal) Act 2018; and

(b) any other code of practice or guidance published by a Regulator from time to time;

Enquiry Form:

means the online form accessible at <https://provider.axahealth.co.uk/individual/individual-provider-support/query-billing-principles/>

as may be amended by AXA Health from time to time;

GMC:

means the UK General Medical Council;

Honorary Consultant:

a clinical academic in the UK who holds a substantive appointment as a senior lecturer, reader or professor in the medical faculty of a UK University awarding a primary registerable qualification under Applicable Law and Medical Regulations and who concurrently provides services to NHS patients at a consultant level in the NHS;

Intellectual Property:

means the copyright (including software copyright), database rights, trade marks, patents, know-how, design rights (including unregistered rights, registered rights and applications therefore), domain names and any goodwill associated with the

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intellectual property as well as rights under licence, consents, orders, statute or otherwise;

- Medical Regulator** means the independent regulators of health and social care, being the GMC, the Care Quality Commission in England, or Healthcare Improvement Scotland, or Health Inspectorate Wales, or the Regulation and Quality Improvement Authority in Northern Ireland, as appropriate and/or any successor body and their officers and agents and any other relevant independent regulator or professional body for practicing members in the area or profession;
- Member:** means the holder of a policy or beneficiary of a medical trust scheme which provides direct reimbursement underwritten or administered by AXA Health, or one of its Affiliates or Partners, any dependant who is included in a policy or any person, or dependant of that person, entitled to claim benefits pursuant to a product offered or administered either now or in the future by AXA Health, or by one of its Affiliates or Partners;
- Partner:** means a provider of private medical benefits whose members AXA Health has agreed to give access to the arrangements AXA Health has in place with providers pursuant like You and, accordingly, whose members shall be treated as Members for the purposes of this Agreement;
- Policy:** means the written agreement (including table of Benefits) with AXA Health or one of its Affiliates or Partners under which a Member (and where relevant his dependant(s)) is entitled to claim Benefits, or any other written agreement with or administered by AXA Health or one of its Affiliates or Partners, under which a Member (and where relevant his dependant(s)), is entitled to claim Benefits;
- Preferred Third Party:** means a preferred third-party provider supplying any services not directly carried out by You;
- Remote Consultation:** means any Treatment provided via an appropriate remote/virtual means;
- Terms of Recognition:** means the terms and conditions that a specialist must agree and adhere to in order to be recognised by

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AXA Health as an Approved Specialist able to provide Treatment to Members, as set out at <https://provider.axahealth.co.uk/individual-provider-recognition/> and as may be amended by AXA Health from time to time in accordance with Clause 20.2;

Treatment: means a procedure or medical intervention or any reasonably necessary consultations with a specialist or a practitioner or a diagnostic procedure ordered by a specialist or a practitioner to investigate a medical condition (including but not limited to an X-ray or pathology test), disease, illness or injury; and

Unproven Treatment: means any Treatment defined as unproven treatment in the AXA Health Safety Matrix Tool.

SCHEDULE 2

FEES

PART A – CONSULTATION FEES

ACTIVITY	FEE
Initial Consultation	
Follow-up Consultation	

PART B – PROCEDURE FEES

PROCEDURE CODE	ACTIVITY	FEE

Fee rates in relation to the activities listed in the table[s] above shall prevail over the rate published in the AXA Health Schedule of Procedures. Any activities not included in the above table[s] will be billed at the fee published in the AXA Health Schedule of Procedures.

SCHEDULE 3

FEE VARIATION LETTER

[TO PUT ON AXA LETTER HEADED PAPER]

From: AXA PPP healthcare Limited
20 Gracechurch Street
London
EC3V 0BG

To: [INSERT DETAILS]

Dear Sirs

INDIVIDUAL SPECIALIST AGREEMENT: VARIATION OF THE ORIGINAL AGREEMENT

1. We refer to the Individual Specialist Agreement between AXA PPP healthcare Limited (company no. 3148119) ("**AXA Health**") and [Name] ("**You**") (together, the "**Parties**" and each, a "**Party**") dated [INSERT DATE] as has been amended from time to time (the "**Agreement**") pursuant to which You agreed to make certain Services available to Members.
2. This letter agreement (the "**Letter**") forms an integral part of the Agreement and any terms which are not defined in this Letter have the meaning given to them in the Agreement.
3. This variation detailed in clause 4 of this Letter shall take effect from [●] ("**Effective Date**").
4. In consideration of the continued performance of the mutual obligations set out in the Agreement, AXA Health and You hereby agree that, in accordance with the Agreement, the Agreement shall be varied as follows:
 - 4.1. Schedule 2 (Fees) of the Agreement shall be deleted and replaced with a new Schedule 2 (Fees) as found in Appendix 1 to this Letter.
5. The Parties acknowledge and agree that this Letter is signed and agreed without prejudice to any other rights and/or remedies that each Party may have under the Agreement.
6. Save as provided in this Letter, all other terms of the Agreement will remain in full force and effect.
7. This Letter shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby submit irrevocably to the exclusive jurisdiction of the courts of England and Wales.

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8. Each Party agrees to sign this Letter by electronic signature (whatever form the electronic signature takes) on the cover page of this Letter (which forms an integral part of this Letter) and that this method of signature is as conclusive of the Parties' intention to be bound by this Letter as if signed by each Party's manuscript signature.
9. For the avoidance of doubt, the date within the electronic signatures on the cover page of this Letter appears in the following order: month/day/year.

SIGNED for and on behalf of
AXA PPP healthcare Limited
by electronic signature on the cover page of this Letter

SIGNED for and on behalf of
[NAME]
by electronic signature on the cover page of this Letter

APPENDIX 1

SCHEDULE 2
FEES

PART A – CONSULTATION FEES

ACTIVITY	FEE
Initial Consultation	
Follow-up Consultation	

PART B – PROCEDURE FEES

PROCEDURE CODE	ACTIVITY	FEE

Fee rates in relation to the activities listed in the table[s] above shall prevail over the rate published in the AXA Health Schedule of Procedures. Any activities not

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included in the above table[s] will be billed at the fee published in the AXA Health Schedule of Procedures.