

FEE APPROVED PRACTITIONER AGREEMENT FOR PHYSIOTHERAPISTS, OSTEOPATHS AND CHIROPRACTORS

THIS AGREEMENT IS MADE on the Completion Date (as defined below) between the Practitioner (as defined below) and AXA PPP healthcare Limited (Company number: 03148119) (“**AXA PPP**”)

together the “**Parties**” and each individually a “**Party**”.

IT IS AGREED as follows:

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;

AXA Group: means the group of companies comprising AXA PPP and its Affiliates;

AXA PPP Schedule of Procedures: means the amount AXA PPP agrees to pay Fee Approved Practitioners in respect of Treatment provided to Members and as published on <https://online.axahealth.co.uk/SpecialistForms/SpecialistCode.mvc> as may be amended by AXA PPP from time to time in accordance with Clause 6.2;

Billing Principles: means the AXA PPP principles as published on <https://specialistforms.onlineapps.axahealth.co.uk/SpecialistCode.mvc/Introduction?source=published#billing> as may be amended by AXA PPP from time to time in accordance with Clause 6.4;

Complaint: means any complaint from or on behalf of a Member which concerns or relates to the Practitioner and/or AXA PPP;

Completion Date: means the last date of the dates of signature of this Agreement;

Confidential Information: means any information and/or material relating to the business, affairs, finances, systems, processes and/or methods of operation of either Party which is disclosed by one Party to the other in connection with the operation of this Agreement whether oral or in writing and whether or not such information is expressly stated to be confidential or marked as such. This shall include without limitation the contents of this Agreement and the content and outcome of any ongoing negotiations or discussions between the Practitioner and AXA PPP in connection with this Agreement (or any document referred to in it);

FCA: means the UK Financial Conduct Authority and/or any successor body and their officers and agents;

Fee Approved Practitioner: means a person who is not a Specialist but is a practising member of a certain area or profession allied to medicine (including physiotherapy) and who is formally recognised by AXA PPP as providing Treatment to Members

that qualify within a Member's Policy benefits;

Holding Company: shall have the meaning given to such term in Section 1159 of the Companies Act 2006;

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

Medical Acts: means the relevant statutory medical acts including, but not limited to, the Care Standards Act 2000 (as amended from time to time);

Medical Condition: means any disease, illness or injury;

Member: means the holder of a Policy or beneficiary of a medical trust scheme which provides direct reimbursement underwritten or administered by AXA PPP, 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 PPP, or by one of its Affiliates or Partners;

Network: means AXA's network of practitioners, including the Practitioner;

Partner: means provider of private medical benefits whose members AXA PPP has agreed to give access to its Network and, accordingly, whose members shall be treated as Members for the purposes of this Agreement;

Policy: means a written agreement (including a table of benefits) between the Member and AXA PPP, (or one of its Affiliates or Partners), or other written agreement which has been entered into by the Member and is either with or administered by AXA PPP, (or one of its Affiliates or Partners), under which a Member, and where relevant his dependant(s), is entitled to claim benefits;

Practitioner: means the practitioner detailed at the end of this Agreement;

PRA: means the UK Prudential Regulation Authority and any successor body and their officers and agents;

Register: means the register of practising members in the area or profession of the Practitioner maintained by the Regulator;

Regulator: means the relevant independent regulator for practising members in the area or profession of the Practitioner, including but not limited to:

- (a) in relation to physiotherapists, the Health & Care Professions Council
- (b) in relation to osteopaths, the General Osteopathic Council and

(c) in relation to chiropractors, the General Chiropractic Council and any successor body and their officers and agents;

Regulatory Requirements: means all applicable statutory or other rules, regulations, instruments and provisions in force from time to time including, but not limited to, any rules or regulations prescribed by the Financial Conduct Authority (including operation of "Treating Customers Fairly" principles), the Medical Acts, any health and safety regulations and any NHS guidance and circulars;

Subsidiary: shall have the meaning given to such term in Section 1159 of the Companies Act 2006;

Specialist: means a medical or dental practitioner with particular training in an area of medicine (including consultant surgeons, consultant anaesthetists and consultant physicians) who has full, current registration with the General Medical Council and whose name is currently held on the Specialist Register of the General Medical Council; and

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).

2. SCOPE

2.1 This Agreement sets out the terms and conditions pursuant to which AXA PPP will appoint the Practitioner as a Fee Approved Practitioner and will assure Members who are treated by the Practitioner that they will not experience any shortfall against the Practitioner's fees (other than those for any excess or cost sharing arrangements, or which do not fall within Members' Policy benefits).

2.2 By entering into this Agreement, the Practitioner agrees to be bound by the terms and conditions set out in this Agreement relating to AXA PPP recognising the Practitioner as a Fee Approved Practitioner as set out at

<https://provider.axahealth.co.uk/individual-provider-recognition/> and as amended from time to time (the "**Terms of Recognition**").

2.3 The Terms of Recognition shall remain in full force and effect for the duration of this Agreement and shall govern the relationship between the Practitioner and AXA PPP except as otherwise provided in this Agreement.

2.4 This Agreement shall operate together with the Terms of Recognition and the Billing Principles. Where there is a conflict or inconsistency between this Agreement and either the Terms of Recognition or the Billing Principles, the terms of this Agreement shall prevail.

2.5 Where the Practitioner provides Treatment to a Member at a facility which is included in a separate arrangement with AXA PPP with regard to the Treatment of Members, the fees payable by AXA PPP for such Treatment are those applicable under such separate agreement relating to the facility.

3. PERIOD

This Agreement will be effective from the Completion Date and shall continue thereafter unless terminated in accordance with Clause 7 below.

4. AXA PPP'S OBLIGATIONS

4.1 Subject to the Practitioner complying with the conditions set out in Clause 5 below, AXA PPP shall:

4.1.1 provide the Practitioner with Fee Approved Practitioner status;

4.1.2 pay the Practitioner for the provision of Treatment by the Practitioner to Members in accordance with the current AXA PPP Schedule of Procedures and in accordance with all other terms and conditions of this Agreement. Where a particular code or procedure does not have a fee included in the current AXA PPP Schedule of Procedures but AXA PPP 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 PPP shall pay You the cost of that particular code or procedure as notified to You by AXA PPP in writing on the commencement of this Agreement (as may be updated by AXA PPP upon written notice to you from time to time);

4.1.3 reimburse the Practitioner on a monthly basis;

4.1.4 reasonably review and consider in good faith any extraordinary charge the Practitioner requests pursuant to Clause 5.1.2 below; and

4.1.5 operate a help service for the Practitioner in relation to invoice, payment and account queries relating to payments to the Practitioner pursuant to this Agreement via the AXA PPP website –

<https://provider.axahealth.co.uk/payment-support-service/>

(or such other address or method of contact as notified in writing by AXA PPP from time to time) and also by telephone on 01892 503030 (Monday to Friday 9am until 5pm).

4.2 Notwithstanding the provisions of this Clause 4, AXA PPP will not pay to the Practitioner any amount in excess of that amount to which a Member is entitled pursuant to the Member's Policy. Fees will be paid on the strict understanding that the Treatment to which they relate is medically necessary having regard to the Member's Medical Condition and providing the Member is either under the supervision of a Specialist or is referred by their GP.

5. PRACTITIONER'S OBLIGATIONS

5.1 The Practitioner shall comply with the following obligations:

- 5.1.1 to adhere to the Billing Principles set out at <https://specialistforms.onlineapps.axahealth.co.uk/SpecialistCode.mvc/Introduction?source=published#billing>
- 5.1.2 to charge in accordance with the AXA PPP Schedule of Procedures. The Practitioner agrees to contact AXA PPP in the event that a particular case warrants an extraordinary charge. Contact can be made via the Enquiry Form available at <https://provider.axahealth.co.uk/individual/individual-provider-support/query-billing-principles/> For the avoidance of doubt, the Practitioner shall require the prior consent of AXA PPP in respect of any charge in excess of the AXA PPP Schedule of Procedures;
- 5.1.3 no other charges will be made to Members and the Practitioner will not recover or seek to recover additional amounts directly from a Member other than:
- a) 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;
 - b) any shortfall between the amount of benefit to which a Member is entitled under the Policy and the amount the Practitioner may charge under the terms of this Agreement; or
 - c) cancellation or non-attendance charges in connection with any Treatment reasonably levied by the Practitioner in accordance with a reasonable written cancellation and/or non-attendance policy which the Member had sufficient advanced notice of, unless the Treatment was cancelled by or as an indirect or direct result of the actions of the Practitioner;

PROVIDED THAT:

- d) the Practitioner has, where appropriate, informed the Member in advance of such costs and obtained the Member's consent in writing to pay for such costs; and
 - e) The Practitioner continues to apply the rates set out in the AXA PPP Schedule of Procedures when charging Members directly for all Treatment in the circumstances described in Clauses 5.1.3(a) to 5.1.3(c) above.
- 5.1.4 to keep all Confidential Information strictly confidential and not disclose the details to any third party except by prior written consent of AXA PPP or where the Confidential Information has become publicly available through no fault of the Practitioner. The Practitioner may only disclose the Confidential Information to its personnel who are directly involved in the administration of the fees and who need to know the information and the Practitioner shall ensure that such personnel are aware of and shall comply with the confidentiality requirements in this Agreement. The Parties acknowledge and agree that monetary damages may not be an adequate remedy for any breach of this Clause 5.1.4 and, consequently, that either Party shall be entitled (but not limited) to injunctive or other equitable relief with respect to any actual or threatened breach of this Clause 5.1.4;

- 5.1.5 to provide an average of 5.5 sessions per Member for the Treatment of each Medical Condition;
- 5.1.6 to submit invoices electronically through Healthcode or our online portal or any other electronic billing system AXA PPP recognises;
- 5.1.7 to submit invoices, and where necessary completed AXA PPP claim forms which have been signed by the Member and the supervising Practitioner or referring GP, within six months of the commencement of Treatment;
- 5.1.8 to ensure its details are accurate at all times and all changes are promptly notified to AXA PPP on the following website: <http://www.theppr.org.uk/> this includes (without limitation) the following information:
 - a) correspondence address;
 - b) treatment address;
 - c) billing address;
 - d) e-mail address;
 - e) contact telephone numbers with relevant names;
 - f) all the hospitals in which the Practitioner has admitting rights and identify specifically whether the Practitioner consults only or undertakes treatment at those hospitals;
 - g) the Practitioner's speciality, sub-speciality and specialist areas of interests; and
 - h) the Practitioner's professional indemnity insurance information;
- 5.1.9 to comply with all Regulatory Requirements;
- 5.1.10 in the event that the Practitioner charges a Member (either directly or indirectly) any amount in excess of the amount set out in the AXA PPP Schedule of Procedures, or where the Practitioner's has charged, and AXA PPP has paid, for services in connection with Treatment received by a Member that are ineligible for payment by AXA PPP, AXA PPP reserves the right to clawback a sum equal to 125% of the all such amounts and reserves the right to set-off such amount from future fees due to the Practitioner; and
- 5.1.11 to use resources efficiently when treating Members.

6. VARIATION

- 6.1 Subject to Clauses 6.2, 6.3 and 6.3, this Agreement may not be amended except by agreement in writing of both the Practitioner and AXA PPP.
- 6.2 AXA PPP may review and amend the AXA PPP Schedule of Procedures from time to time and may change the current AXA PPP Schedule of Procedures by publishing a notice of such amendment on <https://provider.axahealth.co.uk/schedule-of-procedures-and-fees/> with 3 months' notice before the amendment shall be implemented.

6.3 AXA PPP 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/>

6.4 AXA PPP 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>

7. TERMINATION

7.1 Either Party may terminate this Agreement with immediate effect where the other Party commits 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.

7.2 Either Party may terminate this Agreement at any time by giving the other Party at least three (3) months' prior notice in writing.

7.3 Notwithstanding Clause 7.1, AXA PPP may terminate this Agreement immediately:

7.3.1 if the Practitioner breaches any of its obligations set out in Clause 5;

7.3.2 if the Practitioner breaches any of its obligations set out in the Terms of Recognition;

7.3.3 a Regulator publishes, or the Practitioner becomes aware that a Regulator is going to publish, an inspection report which rates the services provided by a facility from which the Practitioner operates as either "inadequate" or "requires improvement" (or equivalent if such classifications are amended from time to time);

7.3.4 if, for any reason whatsoever, any suitable authorisation, registration, licence or consent held by the Practitioner relevant to the provision of Treatment to Members (including registration under the Regulations) is revoked or the Practitioner reasonably believes that such registration may be revoked;

7.3.5 if, for any reason whatsoever, the Practitioner is being investigated by the Regulator, or is suspended, derecognised, has conditions, warnings or undertakings by the Regulator;

7.3.6 if a bankruptcy petition is brought against the Practitioner;

7.3.7 as a result of any Audit, Information Request, Internal Review, or otherwise, AXA PPP reasonably believes that the Practitioner is failing to comply with any of its material obligations under this Agreement;

7.3.8 if AXA PPP has reasonable grounds for believing that the Practitioner is a party to fraudulent conduct;

- 7.3.9 AXA PPP becomes aware that any information previously provided by the Practitioner to AXA PPP in relation to AXA PPP's decision to enter into this Agreement contains a material error or omission or has changed in a material way; or
 - 7.3.10 if the Practitioner breaches its obligation to maintain indemnity insurance pursuant to Clause 14 or its data protection obligations pursuant to Clause 15.
- 7.4 The Practitioner shall immediately notify AXA PPP in writing if any circumstances arise or are likely to arise which would lead to AXA PPP being entitled to terminate this Agreement under Clause 7.3 above.

8. CONSEQUENCES OF TERMINATION

- 8.1 Termination of this Agreement for any reason shall not affect any right or remedy of either Party which may have arisen before such termination.
- 8.2 The Parties agree that Clause 5.1.4 and Clauses 8 to 27 will survive termination of this Agreement.
- 8.3 Upon termination of this Agreement, the Practitioner shall immediately lose its status as a Fee Approved Practitioner.
- 8.4 Upon termination or expiry of this Agreement (or termination in respect of a particular service where relevant) (the "**Termination Date**") howsoever occurring, the Parties shall implement the following exit management plan:
 - 8.4.1 the Practitioner shall continue to supply Treatment to any Member booked in for treatment prior to the termination date in accordance with the terms of this Agreement, unless AXA PPP requests that it ceases to do so and, if AXA PPP makes such a request, the Practitioner shall immediately cease to supply treatment to any Member referred to the Practitioner on or before the termination date and shall immediately provide AXA PPP (or such other person as AXA PPP may direct) with such details of any such member as AXA PPP may reasonably require;
 - 8.4.2 the Practitioner shall provide all reasonable assistance to AXA PPP to facilitate the orderly transfer of data, knowledge and services to enable another party chosen by AXA PPP to take over the provision of all or part of the services and the Practitioner and AXA PPP shall agree a date for the transfer and delivery of relevant data; and
 - 8.4.3 the Practitioner shall, subject to any data protection or medical confidentiality requirements or restrictions, where requested by AXA PPP, promptly provide any treatment plan or other information relating to the Member to ensure there is a minimal impact on any further treatment of a Medical Condition provided by any third party.

9. AUDIT RIGHT

- 9.1 At any time during the continuation of this Agreement and thereafter until all the Practitioner's rights, obligations and duties have come to an end, AXA PPP and its Affiliates or Partners (or their nominated representatives) may visit any premises of the Practitioner and carry out an audit of the Practitioner to verify the Practitioner's compliance with its obligations under this Agreement and/or investigate any developments that may affect the Practitioner and/or AXA PPP (or where relevant, the Affiliate or Partner) ("**Audit**").
- 9.2 In relation to each Audit, the Practitioner agrees that it will:
- 9.2.1 at its own cost and expense, fully and effectively co-operate with AXA PPP (or, where relevant, the Affiliate or Partner) and their representatives and provide such assistance as is reasonably requested;
 - 9.2.2 promptly allow AXA PPP (or, where relevant, the Affiliate or Partner) and their representatives reasonable access to any of its offices at any time; and
 - 9.2.3 subject to any data protection or medical confidentiality requirements or restrictions, supply all reasonably requested information, data and records of whatsoever nature to AXA PPP (or, where relevant, the Affiliate or Partner) 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 PPP (or, where relevant, the Affiliate or Partner).

10. INFORMATION REQUESTS AND INTERNAL REVIEWS

- 10.1 At any time during the continuation of this Agreement and thereafter until all the Practitioner's rights, obligations and duties have come to an end, AXA PPP and its Affiliates or Partners (or their nominated representatives) may submit written requests for information to the Practitioner ("**Information Request**") and/or carry out internal reviews ("**Internal Review**"), for claims assessment and/or to verify the Practitioner's compliance with its obligations under this Agreement and/or investigate any developments that may affect the Practitioner and/or AXA PPP (or where relevant, the Affiliate or Partner).
- 10.2 In relation to each Information Request and/or Internal Review, the Practitioner agrees that it will:
- 10.2.1 at its own cost and expense, fully and effectively co-operate with AXA PPP or, where relevant, the Affiliate or Partner and their representatives and provide such assistance as is reasonably requested; and
 - 10.2.2 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 PPP (or, where relevant, the Affiliate or Partner) or their representatives within 28 days of the request.
- 10.3 For the avoidance of doubt, the information that AXA PPP and its Affiliates or Partners (or their nominated representatives) may have access to in connection with Information Requests and Internal Reviews includes:

- 10.3.1 all available medical or clinical information and hospital notes, records and reports regarding any Member and their Treatment;
- 10.3.2 all information evidencing the number of sessions provided by the Practitioner to each Member relating to the Treatment of each Medical Condition; and
- 10.3.3 all information received or held by the Practitioner relating to the Members' satisfaction with the standard of the Treatment provided.

11. COMPLAINTS

- 11.1 The Parties undertake to work together and resolve any Complaint which concerns or relates to AXA PPP and/or the Practitioner in accordance with the provisions of this Clause 11.
- 11.2 Subject to receiving the relevant Member's prior consent, upon receipt of a Complaint by the Practitioner which concerns or relates to AXA PPP and/or the Practitioner, the Practitioner will immediately notify AXA PPP in writing and will send a copy of all correspondence relating to the Complaint to AXA PPP.
- 11.3 Subject to receiving the relevant Member's prior consent, upon receipt of any material Complaint by AXA PPP which concerns or relates to the Practitioner, AXA PPP will notify the Practitioner in writing and will send a copy of all correspondence relating to the Complaint to the Practitioner.
- 11.4 If in the opinion of AXA PPP, a Complaint received by either Party relates to the specific responsibilities of AXA PPP (an "**AXA PPP Complaint**") AXA PPP may (without compromising the Practitioner's statutory obligations and with the relevant Member's consent), give written notice to the Practitioner that the AXA PPP Complaint shall be dealt with by AXA PPP.
- 11.5 Upon receipt of the notice detailed in Clause 11.4, the Practitioner will:
 - 11.5.1 immediately transfer responsibility for the conduct of that AXA PPP Complaint to AXA PPP; and
 - 11.5.2 if requested to do so by AXA PPP, assist AXA PPP in dealing with the AXA PPP Complaint.
- 11.6 The Practitioner will use its best endeavours to resolve all Complaints (other than the AXA PPP Complaints) promptly. The Practitioner agrees to keep AXA PPP informed of the progress and outcome of all Complaints (other than the AXA PPP Complaints).

12. VAT

- 12.1 The Parties acknowledge and agree that the services to be provided by the Practitioner 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 the Practitioner's 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 PPP or the Member, accordingly, any such VAT shall be payable by the Practitioner and shall not be recoverable from AXA PPP or the Member.

12.2 Where the Practitioner charges VAT to AXA PPP in error, the Practitioner shall reimburse AXA PPP on an indemnity basis within thirty (30) days of the date of the invoice in which such erroneous VAT was charged.

13. INDEMNITY

13.1 To the fullest extent permitted by law or Regulatory Requirements, the Practitioner shall indemnify AXA PPP and its Affiliates or Partners and each of their respective officers, directors, shareholders, agents and employees and keep them 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:

13.1.1 any breach by the Practitioner or any of its employees or agents of any obligations pursuant to this Agreement;

13.1.2 any claim or Complaint made by a Member in relation to Treatment received pursuant to this Agreement;

13.1.3 any breach of the Regulatory Requirements by the Practitioner, its employees or agents pursuant to this Agreement (including, for the avoidance of doubt, any fines, cost or expenses relating to non-compliance with the Payment Card Industry Data Security Standards); and/or

13.1.4 any loss connected to Treatment received by a Member that was solely required as a result of or in connection with the negligence or default of the Practitioner in carrying out Treatment pursuant to this Agreement.

13.2 This Clause 13 shall not apply to the extent that the Practitioner is able to demonstrate that any such loss, claims, proceedings, actions, damages, costs, expenses or other liabilities were caused by the negligence or default by AXA PPP.

14. INDEMNITY INSURANCE

14.1 The Practitioner shall, (at its 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 defence union indemnity or medical negligence insurance to cover the Practitioner's 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.

14.2 Prior to the Completion Date, at least annually and otherwise at any time at AXA PPP's request, the Practitioner shall promptly provide to AXA PPP such evidence as AXA PPP may reasonably require to show that the Practitioner has taken out and continues to maintain in full force and effect adequate medical defence union indemnity or medical negligence insurance in accordance with Clause 14.1 above and that the premiums due in respect of such insurance have been paid.

14.3 The Practitioner shall immediately notify AXA PPP in writing if any circumstances arise or are likely to arise which would lead to the Practitioner being in breach of its obligations under Clause 14.1 above.

15. DATA PROTECTION

- 15.1 The Practitioner agrees that in performing this Agreement it will:
- 15.1.1 comply with its obligations under the General Data Protection Regulation 2016/679 ("**GDPR**") and applicable data protection legislation (the "**Data Protection Legislation**");
 - 15.1.2 not cause AXA PPP to breach its obligations under the Data Protection Legislation;
 - 15.1.3 not process the personal data which AXA PPP shares with the Practitioner or which the Practitioner accepts from AXA PPP or which is processed under or in connection with this Agreement (the "**Personal Data**") for any purpose not expressly authorised by AXA PPP;
 - 15.1.4 to the extent the Practitioner provides Personal Data to AXA PPP, 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;
 - 15.1.5 ensure that Personal Data and Sensitive Personal Data obtained by it 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
 - 15.1.6 indemnify and keep indemnified AXA PPP 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 the Practitioner's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data or Sensitive Personal Data processed by Practitioner, its employees, agents or sub-contractors pursuant to or in connection with this Agreement.
- 15.2 AXA PPP and the Practitioner are controllers in common in their dealings with each other.
- 15.3 The Practitioner acknowledges that nothing in this Agreement purports to appoint the Practitioner as a processor for and on behalf of AXA PPP in respect of the Personal Data (or any personal data) and AXA PPP does not anticipate that the Practitioner will, and the Practitioner shall not, act as AXA PPP's processor under any circumstances, unless the Practitioner has been expressly appointed as processor by AXA PPP. Such appointment shall be conditional upon the Practitioner satisfying AXA PPP's security due diligence review and AXA PPP and the Practitioner agreeing, in good faith, a set of processor obligations that comply with the Data Protection Legislation.

- 15.4 The Practitioner is expected to promptly, but in any event within twenty-four (24) hours, notify AXA PPP of the following:
- 15.4.1 any personal data breaches involving Personal Data; or
 - 15.4.2 the Practitioner's 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.
- 15.5 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.

16. INTELLECTUAL PROPERTY

- 16.1 AXA PPP hereby grants to the Practitioner a non-exclusive, royalty free licence for the term of this Agreement to use AXA PPP's name and/or the AXA PPP logo owned by or licensed to AXA PPP or any AXA PPP Affiliate, solely on the Practitioner's 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 PPP. The Practitioner otherwise has no right to use any Intellectual Property owned by AXA PPP or any AXA PPP Affiliate. The Provider shall advise AXA PPP in writing each time the AXA PPP name and/or logo is used in accordance with this Clause.
- 16.2 Upon request, AXA PPP shall provide the Provider with an approved digital version of its logo in a password protected file. The Practitioner shall only use such digital version of the logo in accordance with the terms of this Clause 16 and the terms of any brand guidelines provided to them by AXA PPP. For the avoidance of doubt, the Practitioner shall not use AXA PPP's logo in any form, style or colour other than as provided in the approved digital form.
- 16.3 The Practitioner hereby grants to AXA PPP a non-exclusive, royalty free licence for the term of this Agreement to use the Practitioner's name and/or trade mark(s) and/or other Intellectual Property owned by or licensed to the Practitioner, in its marketing material relating to the Policies produced by AXA PPP or otherwise in connection with this Agreement.
- 16.4 The Practitioner hereby indemnifies and keeps AXA PPP indemnified from and against all and any claims, proceedings, actions, demands, loss, liability, costs, expenses, damages, penalties, fines, judgements or awards sustained or incurred by AXA PPP or made against AXA PPP, arising out of or in connection with any claim, proceedings, action or demand made or raised by any person in which it is alleged that use by AXA PPP of the Practitioner's name and/or relevant trade mark(s) and/or other Intellectual Property in accordance with this Agreement does or may infringe the rights of any person.

16.5 The Parties agree that:

16.5.1 all Intellectual Property owned by or licenced to AXA PPP or any AXA PPP Affiliate or Partner before and/or during the continuation of this Agreement will remain with AXA PPP or the relevant AXA PPP Affiliate or Partner;

16.5.2 all Intellectual Property created by the Practitioner during the continuation of this Agreement in connection with the performance of its obligations under this Agreement will vest in AXA PPP, including database rights in any data provided by the Practitioner to AXA PPP and copyright in any Policies or promotional material created and/or used by the Practitioner,

and nothing in this Agreement shall assign or transfer any such Intellectual Property to the Practitioner.

16.6 The Practitioner agrees to do all acts and execute all documents and procure the deposing to or swearing of any declarations or oaths reasonably necessary for:

16.6.1 vesting absolutely all right, title and interest in and to the Intellectual Property detailed in Clause 16.5 in favour of AXA PPP and/or a third party nominated by AXA PPP; and/or

16.6.2 conferring on AXA PPP all rights of action in relation to any infringement of the Intellectual Property detailed in Clause 16.5 by third parties during the term of this Agreement.

17. ANTI-BRIBERY

17.1 The Practitioner agrees to comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act ("**Relevant Requirements**") on the following basis:

17.1.1 The Practitioner 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;

17.1.2 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

17.1.3 shall notify AXA PPP 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.

17.2 AXA PPP reserves the right to treat any failure by The Practitioner to comply with this Clause 17 as a material breach of this Agreement that is not capable of being remedied.

18. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM

- 18.1 The Practitioner 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 Regulatory Requirements and shall notify AXA PPP immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with this Agreement has contravened the same.

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

19. ENTIRE AGREEMENT

This Agreement and all documents referred to in it, as amended from time to time, constitute 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.

20. NOTICES

Save as provided by Clause 6, all notices to be sent under this Agreement will be in writing and sent by first class post to the relevant Party's registered office or facsimile. In relation to posting, a notice will be deemed to be received two days after the day of posting and in relation to a notice sent by way of facsimile, the day following the day of transmission by facsimile.

21. COUNTERPARTS

- 21.1 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.

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

22. SEVERABILITY

In the event that any provision of this Agreement is agreed or held to be invalid, unenforceable or void, the remaining provisions shall remain in full force and effect.

23. WAIVER

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.

24. ASSIGNMENT

The Practitioner shall not assign or materially sub-contract any of its rights or obligations under this Agreement without the prior written consent of AXA PPP.

25. COSTS OF THIS AGREEMENT

Each Party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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.

27. GOVERNING LAW

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.

28. SUSTAINABLE DEVELOPMENT

- 28.1 The Practitioner acknowledges that AXA PPP adheres to certain principles and practices designed to ensure that AXA PPP 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>

AXA PPP 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 PPP 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 the Practitioner in the event AXA PPP determines, after discussion with the Practitioner, that the Practitioner's business practices are contrary to the principles and practices set forth in the AXA Compliance and Ethics Guide.

- 28.2 In addition, as part of AXA PPP's principles and practices of sustainable development, AXA PPP 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 PPP notifies the Practitioner or the Practitioner becomes aware that any of its practice is contrary to the foregoing ILO principles, the Practitioner agrees to remedy the practice in question and notify AXA PPP of the solution. In the event that the Practitioner does not appropriately address the issue in question or there are subsequent repeated violations, AXA PPP 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 the date of termination).

