

## CONSULTANT REGISTRATION TERMS AND CONDITIONS

The terms and conditions are between: (i) Aetna Global Benefits (UK) Limited, a company registered in England & Wales with company number 03554885 and whose registered office is located at 50 Cannon Street, London EC4N 6JJ ("**Aetna**", "**We**", "**Us**" and "**Our**"); and (ii) the person that is party to these terms and conditions other than **Aetna** ("**You**" and "**Your**") (each a "**Party**" and together the "**Parties**").

By accepting **Our** tick box for application recognition in the review and submit section of the private practice register on the **Healthcode** website, **You** hereby agree to the terms and conditions set out below and to the **Agreed Rates**.

### Background

- (A) **We** provide Plans to Members who may use **You** for health care services.
- (B) **You** provide health care and/or dental and/or pharmacy services.
- (C) These terms and conditions record the terms on which: (i) **You** agree to provide **Direct Pay Services** to Members; and (ii) **We** agree to pay **You** for the **Direct Pay Services** using the **Healthcode** products.

### Terms and conditions

#### 1. Interpretation

The following definitions and rules of interpretation apply in these terms and conditions.

##### 1.1 Definitions:

<b>Aetna Affiliate</b>	means any subsidiary or holding company of <b>Aetna</b> , and any other subsidiary of such a holding company.
<b>Aetna ID Card</b>	an identification or membership card issued by <b>Us</b> to a <b>Member</b> to provide prima facie evidence of such <b>Member's</b> enrolment in a <b>Plan</b> .
<b>Agreed Rates</b>	the expenses for <b>Direct Pay Services</b> at the rates as set out by <b>Us</b> <u>here</u> and as amended by <b>Us</b> from time to time.
<b>Direct Pay Services</b>	inpatient, day-care and outpatient treatment covered under the terms and conditions of the relevant <b>Member's Plan</b> provided free of charge to the <b>Member</b> except for any applicable co-payments, coinsurance or deductibles.
<b>Healthcode</b>	means Healthcode Limited registered in England with company registration number 03867872 whose registered office is at Swan Court, Waterman's Business Park, Kingsbury Crescent, Staines, Surrey, TW18 3BA.
<b>Insurance</b>	medical malpractice and professional liability insurance coverage of appropriate value and terms to meet any malpractice, negligence, or similar claims arising out of the services provided by <b>You</b> pursuant to these terms and conditions.
<b>Letter</b>	has the meaning set out in clause 2.5.
<b>Member</b>	an individual enrolled in a <b>Plan</b> .
<b>OFAC</b>	the U.S. Office of Foreign Assets Control.
<b>Plan</b>	a benefit plan which provides reimbursement for certain health care expenses incurred by a <b>Member</b> pursuant to an insurance policy underwritten or administered by the <b>Aetna Affiliates</b> that <b>We</b> notify to <b>You</b> from time to time.

## 2. Your obligations

### 2.1 Eligibility of Members

- 2.1.1 When **Members** presents themselves to **You** for certain health care services, **You** agree to:
- (a) validate the identity of each such **Member** by requiring them to produce their **Aetna ID Card** together with a valid original of any one (1) of the following: the **Member's** driving license, passport, work permit card, or national/civil identity card. **You** shall take and keep copies of these documents; and
  - (b) take all reasonable measures to ensure that each such **Member** has received prior authorisation from **Us** before proceeding with any treatment or investigation.
- 2.1.2 If **You** provide **Direct Pay Services** (or other health care services in general) to any person or purported **Member** without meeting the requirements set out in clause 2.1.1 above, **We** will not meet the expenses of such services. **You** agree to contact **Us** promptly if **You** have any doubts as to the eligibility or identity of any person or purported **Member**.

### 2.2 Treatment & Services

- 2.2.1 **You** agree to ensure that any treatment **You** provide to a **Member** is in accordance with the terms and conditions of the relevant **Member's Plan**.
- 2.2.2 **You** agree to promptly provide such reasonable medical evidence and related information as may be required by **Us** from time to time and acknowledge that **Your** failure to do so may result in payment being withheld or delayed.

### 2.3 Rates & Charges

- 2.3.1 **You** agree to provide **Direct Pay Services** to **Members** in accordance with the **Agreed Rates**.
- 2.3.2 Where the procedure performed is particularly complex and/or experimental in nature and/or is outside the scope of the **Agreed Rates**, **You** agree to contact **Us** on [AIMedicalTeamEurope@aetna.com](mailto:AIMedicalTeamEurope@aetna.com) for pre-authorisation prior to performing the procedure.
- 2.3.3 **You** agree that **You** are responsible for collecting any excess that may apply to a **Member's Plan** directly from the relevant **Member** and agree that **You** will not charge the **Member** more than the applicable excess charges.
- 2.3.4 **You** agree to charge and invoice **Us** in accordance with this clause 2 and, in particular, **You** agree that you will not charge **Us** or any **Member** more than the **Agreed Rates** for any treatment without prior authorisation from **Us**.
- 2.3.5 If there is a shortfall of the cost of the **Direct Pay Services** and the treatment covered by the **Member's Plan**, **You** agree to notify **Us** immediately and not to contact the **Member** for payment of such shortfall without **Our** prior written consent.
- 2.3.6 **You** agree to return all documented overpayments made by **Us** or **Members** within thirty (30) days of receipt of such substantiating documentation. **We** may withhold future payments to **You** to offset any overpayments if such repayment is not timely received.

## 2.4 Submission of Claims & Invoices

- 2.4.1 **You** agree to submit all claims for reimbursement and supporting documents to **Us** via **Healthcode** electronically (for more information, please visit [www.healthcode.co.uk/medical-billing](http://www.healthcode.co.uk/medical-billing)). All such claims shall only be in respect of eligible treatment, carried out by **You**.
- 2.4.2 **You** agree to submit invoices no later than thirty (30) days after the completion of the treatment of the relevant **Member**. **We** may not accept and may not pay any claim submitted by **You** on or after thirty-one (31) days from the date of the completion of such treatment or discharge. Further, in the case of late submission of any invoice, **You** agree to not bill any **Member** for any of the services provided.
- 2.4.3 **You** agree to comply with **Our** administrative processes, procedures and policies, including but not limited to, those regarding claims submission, pre-authorisation and verification of **Member** eligibility and coverage as may be provided to **You** by **Us** from time to time.

## 2.5 Reconciliation of Accounts

- 2.5.1 **We** reserve the right to provide **You** with a reconciliation of accounts letter (the **Letter**) that sets out the amounts **You** claimed from **Us** during the period, together with the amounts **We** paid to **You** and the amounts outstanding for the same period.
- 2.5.2 Within thirty (30) days of receipt of the **Letter**, **You** agree to notify **Us** in writing: (i) that **You** agree with such amounts; or (ii) of any differences and/or additional claims.
- 2.5.3 If **You** agree with the amounts in the **Letter**, the **Parties** shall record this in writing and **You** shall not be entitled to submit additional claims for the relevant period.
- 2.5.4 If **You** disagree with the amounts in the **Letter**, the **Parties** shall discuss any differences in an effort to resolve them, and/or consider any additional claims. In the event of a resolution of the differences and/or agreement of any additional claims, the provisions of clause 2.5.3 shall apply (subject to any amendments in the amounts that the **Parties** may agree in writing). If the **Parties** do not resolve the differences and/or agree any additional claims, either **You** or **Us** may invoke the dispute resolution provisions of these terms and conditions.
- 2.5.5 **You** agree that if **You** do not respond to **Us**, the amounts in the **Letter** will be deemed to be final and agreed.

## 2.6 Qualifications, Certifications & Insurance

- 2.6.1 In connection with the **Direct Pay Services** provided in accordance with these terms and conditions **You** agree to ensure that **You** will always:
- (a) comply with all applicable laws and regulations, including maintaining appropriate licences;
  - (b) be licensed, certified, registered, permitted and/or authorised as required by applicable laws and regulations in the specialities and treatments that **You** have submitted to be qualified in and which therefore form part of **Your** application;
  - (c) maintain Insurance;

- (d) be an approved registrant on the **Healthcode** private practice register, which includes, but is not limited to, having the relevant NHS practice, private practice and fitness to practice certificates that form part of **Your Healthcode** application; and
- (e) notify **Us** immediately of any change to **Your** status in respect of clauses 2.6.1(a) to (d) above.

### 3. Obligations of Aetna

- 3.1 Subject to clause 2 above, **We** will pay **You** for the relevant **Direct Pay Services** carried out by **You** within thirty (30) days of receipt of **Your** invoice. Payment will be made by BACS into the bank account **You** have nominated.
- 3.2 **We** agree to notify **You** promptly of any changes to the **Agreed Rates**.
- 3.3 **We** will provide each **Member** with an **Aetna ID Card**.
- 3.4 **We** will make available a means to enable **You** to check any **Member's** (or purported **Member's**) eligibility, available benefits under the **Plan**, and claims status.

### 4. Duty of care

- 4.1 **You** are responsible for all **Member** care and related decisions. Neither **We** nor the **Plans** dictate or control **Your** clinical decisions with respect to the care of any **Member**.
- 4.2 **You** will indemnify **Us** and hold **Us** harmless from any and all direct liabilities, costs, expenses, damages and losses (including loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by **Us** arising out of or in connection with **Your** provision of care to any **Member**.

### 5. Use of name

- 5.1 **We** may use **Your** name and other identifying and descriptive material in **Our** directories and in other materials and marketing literature in all formats including electronic media.
- 5.2 **You** agree not to use **Our** names, logos, trademarks or service marks in marketing materials or otherwise without **Our** prior written consent.

### 6. Aetna review rights

- 6.1 **You** agree to co-operate with **Us** to facilitate the information and record exchanges necessary for utilisation management, bill and payment verification or other programs and regulatory requirements. Utilisation management includes reviews to assess whether proposed or actual health care services provided are medically necessary in accordance with the **Plan** terms, conditions and guidelines and for the purposes of improving services objectives and achieving the most favourable patient outcomes.
- 6.2 Upon request, **You** agree to grant **Us** and **Our** nominees access to **Your** premises, medical and billing records subject to applicable data protection and confidentiality regulations, for the purpose of auditing such medical records and billing documentation.
- 6.3 **You** hereby agree to give **Us** consent to audit and obtain information from **Healthcode** about **You**.

6.4 This clause 6 shall survive the termination of these terms and conditions.

## 7. Anti-bribery, anti-money laundering and sanctions compliance

7.1 The **Parties** shall comply with all applicable anti-corruption and anti-money laundering laws and regulations including the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 and all applicable rules and regulations of **OFAC** and the U.S. Securities and Exchange Commission.

7.2 **You** shall not (and shall ensure that **Your** entities, employees, staff and agents shall not) use or pay any money, or use or make other inducements, for improper purposes such as bribery, incentives or inducements to secure any business under these terms and conditions or any other terms and conditions that may be in place between the **Parties**.

7.3 In connection with these terms and conditions, **You** shall not in the performance of **Your** obligations under these terms and conditions:

7.3.1 make any offer, promise, payment, or give an advantage to another person with the intent to induce the person to perform a function improperly or to reward a person for performing a function improperly;

7.3.2 make any offer, promise or payment or other thing of value provided directly or indirectly to a government official for the purposes of influencing an official act or decision, to exert influence, or to otherwise secure an improper advantage for an **Aetna Affiliate**; or

7.3.3 make any payment or other transaction by or on behalf of an **Aetna Affiliate** that is not fully and appropriately reflected in the company's books and records or which is recorded in a manner that does not accurately portray the true nature or purpose of the payment or transaction.

7.4 As a United States affiliated company, **We** cannot and shall not provide services in relation to any **Plan** in violation of any U.S., U.N. or E.U. economic or trade sanctions. Any services or benefits provided in violation of any of these sanctions shall be null and void. In particular, no **Aetna Affiliate** can pay or facilitate the payment of health care services involving a blocked interest or provided in a country under sanction by the United States unless:

7.4.1 permitted under a written **OFAC** licence; and

7.4.2 approved in advance in writing by **Us**.

## 8. Termination

8.1 **We** reserve the right, at any time, without reason, to terminate **Your** relationship with **Us** under these terms and conditions.

8.2 **You** may terminate **Your** relationship with **Us** under these terms and conditions at any time without cause upon (thirty) 30 days' prior written notice to **Us**. These terms and conditions will terminate automatically upon **Your** death or disability.

8.3 Without affecting any other right or remedy available to it, either **Party** may terminate these terms and conditions with immediate effect by giving written notice to the other **Party** if the other **Party** commits a material

breach of any material term of these terms and conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.

## 9. Consequences of termination

9.1 Any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination of these terms and conditions shall remain in full force and effect.

9.2 If a **Member** is receiving treatment from **You** on the date this agreement is terminated, **You** agree to inform **Us** of all such **Members** and will, at **Our** choice, either:

9.2.1 cease treatment of the **Member** immediately and arrange for that **Member's** safe transfer to another suitable qualified medical practitioner as agreed by **Us**; or

9.2.2 continue to provide treatment in the best interests of the **Member**, until the earlier of the completion of the **Member's** treatment or 3 months from the date of termination (or such other date as agreed by **Us**), at which point **You** will arrange for that **Member's** safe transfer to another suitable qualified medical practitioner as agreed by **Us**.

9.3 Termination of these terms and conditions shall not affect:

9.3.1 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of termination; or

9.3.2 the continued treatment of any **Member** to the extent that such treatment is urgent or carried out in the event of an emergency such that it is necessary to preserve life.

## 10. Entire terms and conditions

10.1 These terms and conditions together with the documents referred to in it constitute the entire terms and conditions between the **Parties** and supersedes and extinguishes all previous terms and conditions, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.2 Each **Party** agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. Each **Party** agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these terms and conditions.

## 11. Amendments

11.1 All amendments to **Your** profile details must be submitted to **Us** via **Healthcode** electronically.

11.2 **We** will review these terms and conditions on a regular basis, and they are therefore subject to change. **We** will endeavour to notify **You** of any changes which are materially adverse to **You**, but **We** strongly recommend that **You** regularly check these terms and conditions for changes.

## 12. Waiver

No failure or delay by a **Party** to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 13. Severance

**13.1** If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, 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 or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13 shall not affect the validity and enforceability of the rest of these terms and conditions.

**13.2** If any provision or part-provision of these terms and conditions is invalid, illegal or unenforceable, the **Parties** shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 14. No partnership or agency

**14.1** Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the **Parties**, constitute any party the agent of another party, or authorise any **Party** to make or enter into any commitments for or on behalf of the other **Party**.

**14.2** Each **Party** confirms it is acting on its own behalf and not for the benefit of any other person.

## 15. Third party rights

A person who is not a **Party** to these terms and conditions shall have no rights pursuant to the Contracts (Rights of Third Parties Act) 1999 to enforce any terms under these terms and conditions except for any **Aetna Affiliate** (including, but not limited to those listed in Schedule I) that receives the benefits of **Your** obligations pursuant to these terms and conditions

## 16. Disputes

**16.1** The **Parties** shall attempt in good faith to resolve promptly any dispute arising out of or in connection with these terms and conditions, including any question regarding its existence, validity or termination, by initiating negotiations between them.

**16.2** In the first instance, **You** shall discuss the dispute with **Us** by contacting Hayley Hornby, Network Negotiator (Hayley.Hornby@aetna.com / +44 (0) 1252 896 287). If **You** are unable to resolve **Your** dispute within ten (10) days of it being sent to **Us**, **You** may refer it to Paul Weigall, Director of Network Management (Paul.Weigall@aetna.com / +44 (0) 7775 518 643).

**16.3** Failing resolution of a dispute in accordance with clauses 16.1 and 16.2, the **Parties** shall refer such dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause 16.3.

**16.4** As regards the format of such arbitration:

16.4.1 The number of arbitrators shall be one.

16.4.2 The seat, or legal place, of arbitration shall be London, England.

16.4.3 The language to be used in the arbitral proceedings shall be English.

**17. Governing law**

These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The rights and remedies provided under these terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by law.