

SPECIALIST AGREEMENT

Agreement between a Fee Approved Specialist (“You”) and AXA PPP healthcare Limited (“AXA PPP”)

IT IS AGREED as follows:

1. DEFINITIONS

- Confidential Information:** means all information (including the Fees) contained in this Agreement;
- Contracted Fee Schedule:** means the amount AXA PPP agrees to pay Fee Approved Specialists in respect of Treatment provided to Members and as published on <https://online.axapphealthcare.co.uk/SpecialistForms/SpecialistCode.mvc> as amended from time to time;
- Fee Approved Specialist:** means a specialist who: (a) complies with the terms and conditions set out in this Agreement; (b) agrees to charge AXA PPP in accordance with the Contracted Fee Schedule and Fees; and (c) agrees not to charge Members directly or indirectly for any additional charges except as set out in clause 5.1.3 below;
- Fees:** means the amount AXA PPP agrees to pay You in respect of the codes or procedures listed in the table set out in Schedule 1 of this Agreement;
- Initial Period:** means the period of one year from the date of entering into this Agreement;
- 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;
- Policy:** means a private medical insurance contract between the Member and AXA PPP or medical benefit trust administered by AXA PPP healthcare Administration Services Limited;
- Preferred Third Party:** means a preferred third party provider supplying any services not directly carried out by You;
- 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.

2. SCOPE

2.1 This Agreement sets out the terms and conditions pursuant to which AXA PPP will appoint you as a Fee Approved Specialist and will assure Members who are treated by You that they will not experience any shortfall against your fees (other than those for any excess or cost share arrangements).

2.2 By entering into this Agreement you agree to be bound by the AXA PPP terms and conditions relating to AXA PPP recognising You as a specialist (the "Terms of Recognition") as set out at <https://online.axapphealthcare.co.uk/SpecialistForms/SpecialistCode.mvc> and as amended from time to time.

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 You and AXA PPP except as otherwise provided in this Agreement.

2.4 This Agreement shall operate together with the Terms of Recognition and does not attempt to provide for a revision of the Terms of Recognition.

3. PERIOD

This Agreement will be effective from the date You enter this Agreement and shall continue thereafter unless terminated in accordance with clause 7 below.

4. AXA PPP'S OBLIGATIONS

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

4.1.1 provide You with a Fee Approved Specialist status;

4.1.2 pay You in accordance with the Fees and current Contracted Fee Schedule published on the AXA PPP website at <https://online.axapphealthcare.co.uk/SpecialistForms/SpecialistCode.mvc> PPP agrees that for the purposes of this Agreement, where there is a conflict or inconsistency between the rates forming part of the Fees and the Contracted Fee Schedule, the Fees shall prevail;

4.1.3 reimburse You on a weekly basis; and

4.1.4 act in good faith, reasonably review and consider any extraordinary charge You request pursuant to clause 5.1.2 below.

5. YOUR OBLIGATIONS

5.1 You agree to comply with the following obligations:

5.1.1 to adhere to the billing principles set out in the Terms of Recognition and to the billing guideline set out in the AXA PPP Schedule of Procedures at <https://online.axapphealthcare.co.uk/SpecialistForms/SpecialistCode.mvc>;

- 5.1.2 to adhere to charge in accordance with the Fees as set out in Schedule 1 and with the Contracted Fee Schedule for all other charges not set out in the table in Schedule 1. You agree to contact AXA PPP in the event that a particular case warrants an extraordinary charge. Contact can be made by e-mail to Specialistfees@axa-ppp.co.uk or by telephone on 01892 772160. For the avoidance of doubt, You shall require the prior consent of AXA PPP in respect of any charge in excess of the Fees and of the Contracted Fee Schedule for any charges not set out in Schedule 1;
- 5.1.3 no other charges will be made to Members and You will not recover or seek to recover additional amounts directly from a Member other than:
 - 5.1.3.1 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
 - 5.1.3.2 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;
- 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 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;
- 5.1.5 in the event that AXA PPP shall appoint a Preferred Third Party for specific services, You agree to exclusively use such Preferred Third Party for Members within three (3) months from the date on AXA PPP served written notice to you of such appointment of a Preferred Third Party;
- 5.1.6 to submit your invoices electronically through Healthcode or our online portal or any other electronic billing system AXA PPP recognises;
- 5.1.7 to ensure your details are updated and accurate at all times (including but not limited to the following: address, e-mail address, contact telephone numbers with relevant names, all the hospitals in which You have admitting rights and identify specifically whether You consult only or undertake treatment at those hospitals, your speciality, sub-speciality and specialist areas of interest);
- 5.1.8 to act always in the spirit of and comply, at all times, with the details of the Private Healthcare Market Investigation Order 2014 published by the Competition and Markets Authority in October 2014;
- 5.1.9 in the event that You charge a Member (either directly or indirectly) any amount in excess of the Contracted Fee Schedule, AXA PPP reserves the right to clawback a sum equal to 125 % of the amount charged to a Member in excess of the Fees and Contracted Fee Schedule and reserves the right to set-off such amount from future fees due to You;

- 5.1.10 AXA PPP shall be entitled to audit You and your practice in connection with your obligations under this Agreement at any time for the duration of this Agreement. You shall promptly allow representatives of AXA PPP reasonable access to your practice at any time for this purpose and You shall co-operate fully with any such audit and supply such information, data and records of whatsoever nature as may be requested by AXA PPP. AXA PPP shall be entitled to make copies of such information, data and records.
- 5.1.11 to use resources efficiently when treating Members (this includes using generic drugs instead of branded drugs where possible).

6. DATA PROTECTION

6.1 You agree that in performing this Agreement You will:

- 6.1.1 comply with Your obligations under the General Data Protection Regulation 2016/679 ("GDPR") and applicable data protection legislation (the "Data Protection Legislation");
- 6.1.2 not cause AXA PPP to breach its obligations under the Data Protection Legislation;
- 6.1.3 not process the personal data which AXA PPP shares with You or which You accept 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;
- 6.1.4 to the extent You provide 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;
- 6.1.5 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
- 6.1.6 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 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.

6.2 AXA PPP and You are controllers in common in their dealings with each other.

6.3 You acknowledge that nothing in this Agreement purports to appoint You 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 You will, and You shall not, act as AXA PPP's processor under any circumstances, unless You have been expressly appointed as processor by AXA PPP. Such appointment shall be conditional upon You satisfying AXA PPP's security due diligence review and AXA PPP and You agreeing, in good faith, a set of processor obligations that comply with the Data Protection Legislation.

6.4 You are expected to promptly, but in any event within twenty-four (24) hours, notify AXA PPP following:

6.4.1 any personal data breaches involving Personal Data; or

6.4.2 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.

6.5 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.

7. VARIATION

7.1 AXA PPP may review and amend the Contracted Fee Schedule from time to time.

7.2 AXA PPP may change the current Contracted Fee Schedule by publishing a notice of such amendment on <https://healthcareprofessionals.axapphealthcare.co.uk/> with three (3) months' notice before the amendment shall be implemented.

7.3 Following the Initial Period, AXA PPP may change the Fees set out in Schedule 1 from time to time on three (3) months' written notice to you.

7.4 You may request to increase your Fees after the expiry of the Initial Period by providing three months' written notice to AXA PPP. For the avoidance of doubt, no amendment to your Fees can be made without AXA PPP's prior written consent.

8. TERMINATION

8.1 Either party may terminate this Agreement on fourteen (14) days' 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.

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

8.3 AXA PPP may terminate this Agreement immediately:

- 8.3.1 if You breach your obligations set out in the Terms of Recognition;
- 8.3.2 if You are suspended, derecognised, have conditions, undertakings or warnings from the list of the specialist register of the UK General Medical Council (“GMC”);
- 8.3.3 if You are being investigated by the GMC or NHS Trust; or
- 8.3.4 if You breach your confidentiality obligations pursuant to clause 5.1.4.

9. 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.

Your agreement to the terms and conditions detailed in this Agreement regarding any fee changes and billing protocols is signified by your acceptance on this link.