

AGREEMENT

1. The **PARTIES** to this **AGREEMENT** are :

1.1 **OPTICLEAR NETWORK (PROPRIETARY) LIMITED**

Registration Number 1999/004886/07

and

1.2 The **PARTY** stipulated as the **PRACTICE** in 2 of the Schedule attached to this **AGREEMENT** as Annexure A

INTERPRETATION

2.1 In this **AGREEMENT** and the annexes to this **AGREEMENT**

2.1.1 clause headings are for convenience and are not to be used in the interpretation;

2.1.2 unless the context indicates a contrary intention, an expression which denotes any gender shall include the other genders;

2.1.3 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the **EFFECTIVE DATE** and as amended or substituted from time to time;

2.1.4 where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day.

2.2 In this **AGREEMENT** the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings

2.2.1 this/the **AGREEMENT** the document together with all its annexures, as amended from time to time;

2.2.2 the **PRACTICE** the **PARTY** stipulated as the **PRACTICE** in 2 of the schedule attached to the **AGREEMENT** as Annexure A;

2.2.3 the **PRACTITIONER** One or all of the optometrists registered as a member of the Health Professions Council of South Africa and practicing under the name and style of the **PRACTICE**;

2.2.4 **OPTICLEAR NETWORK OPTICLEAR NETWORK (PROPRIETARY) LIMITED Registration Number 1999/004886/07** a private company with a share capital duly incorporated in accordance with the Laws applicable in the Republic of South Africa;

2.2.5 **OPTICLEAR OPTICLEAR (PROPRIETARY) LIMITED Registration Number 1983/05548/07** a private company with a share capital duly incorporated in accordance with the Laws applicable in the Republic of South Africa being the holding company of **OPTICLEAR NETWORK**;

2.2.6 the **SERVICES** the Optometric Care, including the supply of *inter alia* optical appliances used to correct errors of refraction and enhance vision;

2.2.7 the **EFFECTIVE DATE** the date upon which this **AGREEMENT** is signed by both **PARTIES**;

2.2.8 the **PARTIES** a collective reference to the **PRACTICE** and **OPTICLEAR NETWORK** and means "**PARTY**" one of them;

2.2.9 **DAY** any **DAY** including Saturdays, Sundays and official public holidays of the Republic of South Africa;

2.2.10 the **MEMBER** any person who is a **MEMBER** of a **SCHEME** and is entitled to claim benefits from the **SCHEME** on behalf of either the **MEMBER** and or the registered dependants of the **MEMBER**;

2.2.11 the **SCHEME** any organisation or entity, including a medical scheme as defined in the Medical Scheme's Act No 31 of 1998, which may legally assist its **MEMBERS** with expenditure in the payment or arranging of the cost of **SERVICES** and care, with whom **OPTICLEAR NETWORK** has entered into a relationship for the contracting of an optometric network;

2.2.12 the **TARIFF** the **TARIFF** and charges for **SERVICES** rendered in accordance with the fee structure adopted by **OPTICLEAR NETWORK**;

INTRODUCTION

3.1 It is recorded that –

3.1.1 the **PRACTITIONER** shall render **SERVICES** for and in respect of **MEMBERS** at the **TARIFF** ;

3.1.2 **OPTICLEAR NETWORK** through **OPTICLEAR** and or the **SCHEME** shall, provided the **MEMBER** is in good standing at the date on which the **SERVICE** is rendered in terms of the **SCHEMES** rules and subject to the terms of this **AGREEMENT**, make payment to the **PRACTITIONER** to the maximum amount of the **SCHEMES** benefit, if any, for services rendered to the **MEMBER** of the **SCHEME**.

3.2 The **PARTIES** accordingly agree as set out herein.

DURATION

4.1 This **AGREEMENT** shall commence on the **EFFECTIVE DATE** and shall continue indefinitely subject to the following conditions –

4.1.1 either **PARTY** shall have the right to terminate this **AGREEMENT** on 30 (thirty) **DAYS** written notice ;

4.1.2 notwithstanding anything contained to the contrary, **OPTICLEAR NETWORK** may summarily cancel this **AGREEMENT** upon the **PRACTICE** ceasing or in the case of the **PRACTITIONER** being debarred from

practicing optometry by a Court of Law or the Professional Association to which the **PRACTITIONER** may belong ;

- 4.1.3 **OPTICLEAR NETWORK**, may cancel this **AGREEMENT** forthwith in cases where the **PRACTICE** or a **PRACTITIONER**, as the case may be, is suspected of deviating, in the discretion of **OPTICLEAR NETWORK**, from the accepted norms of optometric practice.

PAYMENT

- 5.1 **OPTICLEAR NETWORK** through **OPTICLEAR** and or the **SCHEME** hereby undertakes to pay to the **PRACTICE** –
- 5.1.1 the **TARIFF** and charges payable by the **SCHEME** on behalf of the **MEMBER** to the **PRACTICE** in respect of **SERVICES**, provided the **MEMBER** is in good standing at the date on which the **SERVICE** is rendered in terms of the **SCHEME'S** rules and subject to the maximum amount of the **SCHEME'S** benefit;
- 5.1.2 within 30 (thirty) **DAYS** from receipt of a claims submitted by the **PRACTICE** to **OPTICLEAR** or the **SCHEME** in the format and manner set out in clause 6;
- 5.1.3 into the bank account of the **PRACTICE** of which the particulars are set out in Annexure A.
- 5.2 **OPTICLEAR NETWORK** through **OPTICLEAR** and or the **SCHEME** shall be entitled to recover any amount overpaid in any circumstances and in good faith from current payments or in such a manner as mutually agreed upon.

DISCOUNT

- 6.1 The **PRACTICE** and the **PRACTITIONER** agrees that –
- 6.1.1 a discount of not less than 15% (Fifteen percent) on the lesser of the **TARIFF** or the amount claimed may be applied by the **SCHEME** to the extent of the amount guaranteed in respect of frames and lenses, including contact lenses. Such discount may not be deducted from professional fees. If not paid within 30 (thirty) **DAYS** no discount may be applied.
- 6.1.2 a discount of not less than 15% (Fifteen percent) will be allowed on that portion of the claim that the **MEMBER** is liable to pay with regard to **SERVICES** and which contribution is paid by the **MEMBER** direct to the **PRACTICE** on the date of invoice or on receipt of spectacles or contact lenses.

CLAIM PROCEDURE

- 7.1 The **PRACTICE** shall ensure that all claims are submitted directly to **OPTICLEAR** or the **SCHEME** at the address as specified from time to time by **OPTICLEAR** or the **SCHEME** as soon as practicable after the **PRACTITIONER** has completed the **SERVICE**.
- 7.2 The claims shall include the following details –
- 7.2.1 the name of the **PRACTITIONER** or the **PRACTICE**;
- 7.2.2 the **PRACTICE** address;
- 7.2.3 the **PRACTICE** number;
- 7.2.4 details of the patient and **MEMBER** to include the following
- 7.2.4.1 first name and surname of the **MEMBER** and the patient as well as the membership number of the **MEMBER** as indicated in the proof of membership issued by the **SCHEME**;
- 7.2.4.2 the identity number or date of birth of the patient;
- 7.2.5 the postal address of the **MEMBER**;
- 7.2.6 the date on which the **SERVICE** was rendered;
- 7.2.7 the nature and cost of the **SERVICES**, where applicable, and in particular –
- 7.2.7.1 the type, size, colour and power of each lens;
- 7.2.7.2 the type and power of contact lenses prescribed;
- 7.2.7.3 a full description of any other product supplied;
- 7.2.8 the code number of each **tariff** item;
- 7.2.9 the model, size, colour and number of any frame supplied and where possible the suppliers name;
- 7.2.10 the signature of the claim by the **MEMBER** or his registered dependant and the **PRACTITIONER**.
- 7.3 Only one set of spectacles/contact lenses/professional service must be detailed on the claim.

DISPUTE / ARBITRATION

- 8.1 Any dispute between the **PARTIES** in regard to any matter arising out of the **AGREEMENT**, or its interpretation, or their respective rights and obligations under it or its cancellation, or any matter arising out of its cancellation, shall constitute a dispute for the purposes of this clause (the **DISPUTE**) .
- 8.2 Any **DISPUTE** shall be determined in terms of the provisions of this clause unless the **PARTIES** to the **dispute** otherwise agree in writing.
- 8.3 Either **PARTY** to the **DISPUTE** may refer to the **DISPUTE** to an expert for determination, subject to the following :
- 8.3.1 the expert shall act as an expert and not as an arbitrator;
- 8.3.2 the expert shall determine the venue for any hearing to be conducted;
- 8.3.3 the expert shall, in his sole discretion, determine the procedure to be followed in arriving at his determination;
- 8.3.4 the expert's determination shall be final and binding and shall be carried into effect and made an order of any competent Court at the instance of either **PARTY**;
- 8.3.5 the expert may, in his sole discretion, obtain such professional advice as he deems fit in order to enable him to arrive at his determination;
- 8.3.6 the **PARTIES** shall co-operate to the highest degree possible in providing the expert with such information as he may request relative to the matter before him;

- 8.3.7 the expert shall determine which **PARTY** shall be liable for his charges;
- 8.3.8 the expert shall be the President or Chairman for the time being (or his nominee) of the Attorneys' Association, Circle or other local representative body recognised by the Association of Law Societies of South Africa, or its successor, for the area where the registered office of **OPTICLEAR NETWORK** is located.
- 8.4 This clause constitutes an irrevocable consent by the **PARTIES** to any proceedings in terms hereof.
- 8.5 This clause is severable from the rest of this **AGREEMENT** and shall remain in effect even if this **AGREEMENT** is terminated for any reason whatsoever.

DOMICILIUM

- 9.1 The **PARTIES** choose as their respective domicilium citandi et executandi for all purposes of this **AGREEMENT** the addresses as set out in Annexure A.
- 9.2 Either **PARTY** shall be entitled to nominate an address in substitution for an address set out in Annexure A at any time by giving the other **PARTY** hereto 21 (twenty-one) **DAY'S** written notice of such change of address.
- 9.3 Any notice to be given in terms hereof shall be given by delivery thereof by hand to the hand delivery address set out in Annexure A, or by posting by registered mail to the address as set out in Annexure A provided for the addressee.
- 9.4 Any notice or letter posted by registered mail to the address set out in Annexure A shall be deemed to have been received within 5 (five) **DAYS** after the date of posting thereof.

AUDIT

- 10. **OPTICLEAR NETWORK** will be entitled to audit any aspect of this **AGREEMENT** during normal business hours, but without prior notice, and the **PRACTICE** and the **PRACTITIONER** agrees to allow **OPTICLEAR NETWORK** unrestricted access to all information which **OPTICLEAR NETWORK** considers relevant for this purpose.

LIABILITY

- 11. Neither **OPTICLEAR** nor **OPTICLEAR NETWORK** shall be liable for any amount which may be due by the **SCHEME** to the **PRACTICE** or **PRATITIONER** from time to time.

GENERAL

- 12.1 A certificate signed by an officer of **OPTICLEAR NETWORK** (whose authority it will not be necessary to prove) setting out the amount owing by the **PRACTICE** to **OPTICLEAR NETWORK** will be proof of its contents.
- 12.2 This **AGREEMENT** may not be varied, except in writing, signed by the **PARTIES**.

SIGNED at _____ on this _____ day of _____ 20____.

AS WITNESSES :

- 1. _____
- 2. _____ on behalf of **OPTICLEAR NETWORK** who hereby warrants that he is duly authorised to sign the **AGREEMENT**

SIGNED at _____ on this _____ day of _____ 20____.

AS WITNESSES :

- 1. _____
- 2. _____ on behalf of the **PRACTICE** who hereby warrants that he is duly authorised to sign the **AGREEMENT**

ANNEXURE A

1. This is an appendix to the **AGREEMENT** between **OPTICLEAR NETWORK** and the **PRACTICE** dated the _____ day of _____ 20____ (the date upon which the **AGREEMENT** was signed by the **PARTY** signing last in time) and forms an integral part of the **AGREEMENT**).

2. Full name of the **PRACTICE**: _____

3. **PRACTICE** Number: _____

4. The physical address of the **PRACTICE**: _____

5. Postal address of **PRACTICE**: _____

6. Telephone Number of **PRACTICE**: _____

7. Fax Number of **PRACTICE**: _____
 - **E-MAIL** _____

8. The domicilium citandi et executandi of the **PRACTICE**: _____

9. The domicilium citandi et executandi of **OPTICLEAR NETWORK**: **P O Box 257, BLOEMFONTEIN, 9300**

10. Details of Bank Account of **PRACTICE**, namely –
 - 10.1 Bank institution: _____
 - 10.2 Account Number : _____
 - 10.3 Branch Code : _____
 - 10.4 ACB Code : _____

11. Particulars of the **PRACTITIONERS** of the **PRACTICE**, namely –
 - 11.1 Full name: _____
 - 11.2 Identity Number : _____

12. Particulars of the **PRACTITIONERS** of the **PRACTICE**, namely -
 - 12.1 Full name: _____
 - 12.2 Identity Number : _____

13. Particulars of the **PRACTITIONERS** of the **PRACTICE**, namely -
 - 13.1. Full name: _____
 - 13.2. Identity Number : _____

14. Particulars of the **PRACTITIONERS** of the **PRACTICE**, namely -
 - 14.1 Full name: _____
 - 14.2 Identity Number : _____

A CANCELLED CHEQUE SHOULD BE ATTACHED TO THIS ANNEXURE.