WEBSITE TERMS OF SERVICE, INFORMED CONSENT AND CONSENT TO PROCESS PERSONAL INFORMATION AND SPECIMEN (THESE TERMS ARE ALSO ADDED TO THE SELF REFERRAL TERMS) (Version 1: July 2022)

1. Introduction

1.1 On request of the Referring Physician, Ampath conducts the Pathology Tests identified on the requisition form on Specimens collected from (or to be collected from) the Patient by the Referring Physician or Ampath's Physician (Please note: Our pathologists do not exercise clinical oversight over the Patient generally and accordingly the referring Physician must, in consultation with the Patient, decide on what pathology tests to conduct.)

1.2 This Agreement is binding on the Patient, the Guarantor and/or the Patient's representative by explicitly signing or consenting to the Requisition Form.

1.3 Certain provisions in this Agreement constitute (i) an acknowledgement of facts by the Patient, the Patient's representative, and/or the Guarantor; or (ii) deal with liability or exclusion and/or limitation of liability and indemnities provided by the Patient, the Patient's representative and/or the Guarantor in favour of Ampath. These clauses are highlighted by the use of underlined text and the Patient, the Patient's representative, and the Guarantor acknowledge that they have read and understood this Agreement and have taken careful note of these specifically highlighted clauses. The Patient, the Patient's representative and the Guarantor further acknowledge that all questions that they may have in respect of this Agreement, have been answered to their satisfaction. It should be noted that although these terms may be amended by publication on Ampath's web site, the version of these terms available on Ampath's website on date of the requisition form, will be the version that binds the Patient, the Patient's representative and the Guarantor.

2. Interpretation - For purposes of interpretation of this Agreement:

2.1 **Agreement** means the Requisition Form incorporating these standard terms;

2.2 **Ampath** means collectively Drs Du Buisson Kramer Swart Bouwer Incorporated (**"the Practice"** registration number 2007/018337/21) who renders the pathology services AND the Ampath Trust (IT 190/92) who administers the Practice's patient matters;

2.3 **Collect** or **Collection** means the correct medical procedure conducted by a registered clinician, pathologist, nurse, learner or phlebotomist to obtain a medical specimen from a live or dead human being in accordance with the National Health Act 61 of 2003 and the relevant Health Professions Council of South Africa Scope of Practice Rules;

2.4 **Guarantor** means the person responsible for the payment for the Pathology Tests conducted by the Practice, who may be the Patient or the Patient's representative, or a third party, whose details are fully set out in the Requisition Form;

2.5 **Medical Aid** means the Medical Aid Fund or insurer of the Patient, the Patient's representative or the Guarantor if registered as such;

2.6 **Parties** means the Ampath Trust, Drs Du Buisson, Kramer, Swart, Bouwer Incorporated ("the Practice"), the Patient, the Patient's representative, the Guarantor; and **Party** shall, as context requires, refer to any one of them;

2.7 **Pathology Report** means the official pathology test result issued by Drs Du Buisson, Kramer, Swart, Bouwer Incorporated after conducting the Pathology Tests;

2.8 **Pathology Tests** means the pathology tests conducted or to be conducted on the Specimen by Drs Du Buisson, Kramer, Swart, Bouwer Incorporated;

2.9 **Patient** means the patient from whom the Specimen is Collected, whose details are fully set out in the Requisition Form and includes the lawful representative of the Patient (if applicable) as referred to in clause 4 (if applicable), below and whose details are fully set out in the Requisition Form;

2.10 **Patient's representative** means any person lawfully acting for the Patient, and may include the Patient's guardian or any other entity, next of kin, executor, trustees or curator;

2.11 **Referring Physician** means the Patient's health care service provider, whose details are recorded as the "Referring Physician" on the Requisition Form;

2.12 **Relevant Legislation** means including but not limited to the Protection of Personal Information Act 4 of 2013 **("POPIA")**, the National Health Act 61 of 2003 **("NHA")**, the Promotion of Access to Information Act 2 of 2000 **('PAIA")**, the Health Professions Act 56 of 1974, the Children's Act 38 of 2005, including any regulations or guidelines published under this legislation (as amended);

2.13 **Requisition Form** means the prescribed form, being part of this Agreement, wherein the Pathology Tests to be conducted in respect of the Specimen are requested by the Patient or on behalf of the Patient, as well as the relevant information of the Patient, the Patient's representative, and/or the Guarantor, and the Medical Aid, including details for payment of any fees due and payable to the Practice for conducting the Pathology Test;

2.14 **Specimen** means collectively, without limitation, any blood/s, serum, saliva, semen, tissue, urine, body fluids or faeces collected from the Patient, or tissue and human biological material as defined under relevant Regulations of the National Health Act 61 of 2003;

2.15 **Personal Information (PI)** means information relating to an identifiable, living, natural person, and where relevant, information relating to an identifiable, existing juristic person as defined in POPIA;

2.16 **Special Personal Information (SPI)** is defined in section 26 of POPIA and includes health or biometric information of a Data Subject;

2.17 **Data Subject** means the person to whom personal information relates and for purposes of this Agreement it means the Patient, the Patient's representative and the Guarantor;

2.18 **Operator** means a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party; for the purposes of this Agreement, Operator shall mean Ampath's Operators duly appointed by Ampath to assist Ampath with the management and administration of Patients' personal information (PI) or Special Personal Information (SPI) in line with POPIA and consent granted by a Patient or his/her representative;

2.19 **Responsible Party** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information; for purposes of this Agreement, Ampath Trust AND the Practice are Responsible Parties;

2.18 **de-identify**, in relation to personal information of a data subject, means to delete any information that-

(a) identifies the data subject;

(b) can be used or manipulated by a reasonably foreseeable method to identify the data subject; or

(c) can be linked by a reasonably foreseeable method to other information that identifies the data subject,

and **de-identified** has a corresponding meaning;

2.19 **processing** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including-

(a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

(b) dissemination by means of transmission, distribution or making available in any other form; or

(c) merging, linking, as well as restriction, degradation, erasure or destruction of information.

2.20 The interpretation rule that a term in dispute or this Agreement be interpreted against the Party who drafted it shall not apply.

2.21 The singular shall include the plural and *vice versa.*

3. Informed Consent

3.1 The Patient or the Patient's representative consents to the Collection of the Specimen and the performance of the Pathology Tests by the Practice. In particular, the Patient or the Patient's representative agrees and acknowledges that, prior to the Referring Physician's request that the Practice conducts the identified Pathology Tests, the Referring Physician has informed the Patient or the Patient's representative of the following:

3.1.1 the Patient's **health status,** except in circumstances where there was substantial evidence that the disclosure of the Patient's health status would be contrary to the best interests of the Patient;

3.1.2 the range of **diagnostic procedures and treatment options** generally available to the Patient;

3.1.3 the **benefits, risks, costs and consequences** generally associated with each diagnostic procedure and treatment option, including the Pathology Tests; and

3.1.4 the Patient's or the Patient's representative's **right to refuse** health services, including the Pathology Tests and the **implications, risks, obligations of such refusal**.

3.2 The Patient or the Patient's representative agrees that the Specimen may be used for the Pathology Tests and the Specimen will be disposed of in line with legal requirements and Ampath's internal policies and procedures. Ampath is committed to provide the highest quality service to Patients and in order to do so may use remaining Specimens, on a de-identified basis, for process testing and/or machine calibration in order to improve the services it provides, including to use it in an de-identified format for medical research purposes subject to the National Health Act and relevant Regulations, any applicable Code of Conduct, and the prescribed national Material Transfer Agreement Template, and including, where relevant, appropriate ethical clearance.

3.3 Ampath will not process genetic data for Medical Research purposes unless the Patient or the Patient's representative grants specific informed consent and the Patient or the Patient's representative has been granted the opportunity to opt-out of the proposed research. Ampath must notify the Patient or the Patient's representative before any further processing of the Patient's personal information or SPI not covered by these terms will take place. Where new

consent for the further processing of the Patient's information must be obtained, the Patient or the Patient's representative consents that Ampath may contact him or her in this regard.

3.4 Subject to clause 3.5, the Patient or the Patient's representative may request Ampath to cancel the indicated Pathology Tests by delivering a written notice thereof to Ampath at any time before the commencement of the Pathology Tests or as soon as possible after the collection of the Specimen.

3.5 On cancellation of the Pathology Tests upon request by the Patient or the Patient's representative in terms of clause 3.4:

3.5.1 the Patient or the Patient's representative confirms that he/she understands the risks associated with not proceeding with the Pathology Tests;

3.5.2 the Patient, or the Patient's representative, or the Guarantor shall be liable for all costs incurred by Ampath in Collecting the Specimen and any Pathology Tests or part of Pathology Tests conducted prior to the request not to proceed with the Pathology Tests; and

3.5.3 Ampath will not be held liable in contract and or in delict for general and/or special damages or medical harm suffered by the Patient as result of the Pathology Tests not being conducted.

3.6 Ampath, and specifically the Practice, may under certain circumstances request a repeat Specimen from the Patient. Ampath will communicate the circumstances and reasons why this may be required, and by e-mail indicate to the patient or the Patient's representative whether the Practice, the Patient, Patient's representative or the Guarantor will carry the costs or not for such repeat sample. Ampath prefers to directly collect specimens from Patients, and accordingly Ampath shall have no contractual and/or delictual liability to the Patient in those rare circumstances where a Patient self collects his or her or a third party's specimen, due to the said specimen not being suitable for testing; being collected incorrectly or too late, being incorrectly processed, packed or transported, being lost, spilled or incorrectly discarded prior to reaching the Ampath's laboratory or depot, or prior to being handed to Ampath, causing a pathogenic risk of infection; or being collected fraudulently resulting from a third party representing to be the Patient or to be the Patient's representative. Ampath may qualify its pathology report by including this excluder in its report.

4. Capacity and authority to act on behalf of Patient

Patients 12 years and older with sufficient mental capacity to understand the tests and its implications, may grant informed consent. Where the Patient is a child younger than 12 years, or a child older than 12 years but not mature enough or lacking the capacity to make decisions,

or an adult with diminished legal capacity, the Patient's lawful representative must act on behalf of the Patient. By signing this Agreement, the Patient's lawful representative:

4.1 warrants his/her capacity and authority to act on behalf of the Patient;

4.2 acknowledges that he/she is bound to this Agreement, including all obligations and acceptances of liability on the part of the Patient;

4.3 acknowledges that the Patient has a right to participate in any decision affecting the Patient's health and treatment; and

4.4 confirms that, to the extent possible, he/she has consulted the Patient before signing this Agreement and that informed consent is provided for the Pathology Tests to be conducted as anticipated in clause 3.

5. The Patient's rights and obligations

5.1 Prior to the Collection of the Specimen, the Patient or the Patient's representative must inform the Referring Physician and Ampath of any medical condition and/or of any chronic medication and/or any blood thinners being used by the Patient. The Patient or the Patient's representative is aware that any medical process carries inherent risks and accordingly some bruising or discomfort may be experienced during any collection process of the Specimens.

5.2 The Patient or the Patient's representative has the right to a copy of the Pathology Report and can request a copy of the Pathology Report from Ampath in writing. Ampath's Pathologist may, however, request that the Patient or the Patient's representative obtains the report from the Referring Physician should the Referring Physician for sound medical reasons indicate that Ampath should not directly release the report to the Patient. The Patient or the Patient's representative indemnifies Ampath against any and all damages or losses, whether in contract and or in delict, that may arise as a result of the Patient or the Patient's representative misinterpreting or ignoring the Pathology Report containing correct medical data.

5.3 The Patient or Patient's representative must notify Ampath in writing of any change of address, contact details or any particulars provided in the Requisition Form and the Patient or the Patient's representative acknowledges that such details may be used for the delivery or service of all formal notices and legal process.

5.4 Ampath complies with the Promotion of Access to Information Act 2 of 2000 and will, subject to charging the prescribed tariff, allow the patient, the Patient's representative and authorised third Parties to request copies of the Patient's pathology reports on condition that legal prerequisites are met.

5.5 Any complaint on Ampath's handling of Personal or Special Personal information should be directed to Ampath's Information Officer at popia@ampath.co.za/ paia@ampath.co.za

6. Personal information and Consent to Process Personal and Special Personal Information

6.1 The information of the Patient, the Patient's representative and the Guarantor set out in the Requisition Form, this Agreement and the Pathology Report, constitute Personal Information ("PI") and Special Personal Information ("SPI") in terms of, and as defined in POPIA. The Patient or the Patient's representative and Guarantor consent to the processing of such information by Ampath in accordance with POPIA and other Relevant Legislation.

6.2 The Patient or the Patient's representative and Guarantor acknowledge, confirm and consent to the following in respect of their Personal Information:

6.2.1 The Personal Information will be processed and used for purposes of providing the Pathology Tests, the Pathology Report, administering, submitting the Practice's accounts for professional medical services rendered and the collection of the Practice's fees. The Patient or the Patient's representative and the Guarantor acknowledge that Ampath Trust acts as service entity to of Drs Du Buisson, Kramer, Swart, Bouwer Incorporated and accordingly that Ampath Trust manages Patients' accounts and Personal or Special Personal Information;

6.2.2 The Personal Information or Special Personal Information will be documented and retained by Ampath for record keeping, administration and medico-legal purposes;

6.2.3 The Personal or Special Personal Information of the Patient, including this Agreement will be disclosed to and shared with third parties, including the Referring Physician, the copy Physician (as reflected in the Requisition Form), other clinicians treating the Patient, Hospitals treating the Patient, the Medical Aid reflected in the Requisition Form, Ampath's Operators, as well as with the Guarantor or the Patient's representative, unless the Patient specifically instructs Ampath not to share his or her PI or SPI with a Guarantor or his/her representative;

6.2.4 The Personal Information or Special Personal Information may further be disclosed to and shared with, where legally mandated, with Courts, Regulatory Bodies, the Family Advocate, the South African Police Service, third parties, including insurance companies, underwriters, brokers, executors and/or other entities involved in enforcement of law, the Patient's treatment, diagnoses, as well as for insurance purposes and the administration of the Patient's file and accounts. Prior to disclosing or sharing the personal information to such third parties, Ampath will request written proof or take all reasonable steps to ascertain that

that the third party is legally authorised to request and receive such Personal or Special Personal Information;

6.2.5 The third parties listed in clauses 6.2.4 and 6.2.3 must confirm to Ampath that the Personal Information or Special Personal Information will be treated as confidential and in line with the Relevant Legislation. It is agreed that by making the information available to these third parties in clauses 6.2.4 and 6.2.3, Ampath is not responsible for any losses or damages that may arise from the processing, use and further processing of this information by the third parties. The implications of sharing the personal information with these third parties are hereby acknowledged by the Patient or Patient's representative and the Guarantor;

6.2.6 Once the Personal Information is lawfully released or disclosed to and shared with the third parties listed in clauses 6.2.4 and 6.2.3, or disclosed to and shared with the Patient, the Patient's representative or Guarantor or any third party lawfully entitled to receive it, Ampath relinquishes control over the said information. Ampath will not be held responsible or accountable for the safeguarding of the Personal Information after relinquishing control over the information and is indemnified by the Patient, the Patient's representative and the Guarantor against any claims that may be made as a result of the wrongful use, access, transfer and disclosure of the personal information.

6.2.7 The Personal and Special Personal Information will be used for purposes as set out in clause 3.3 above.

6.2.8 The Patient's physicians may access the Patients' pathology reports on condition that Ampath's electronic disclaimer is signed and that the Patient's physicians do in fact act for the Patient. Ampath is however not responsible should a physician falsely represent to be acting on behalf of a Patient, and based upon such misrepresentation, gains unlawful access to a Patient's results. The Patient or Patient's representative acknowledges that he/she may instruct Ampath not to allow a specific physician access.

6.3 The consent for processing the Personal or Special Personal Information may be withdrawn or changed at any time through written notice to Ampath. Ampath is legally permitted to retain medical data of its diagnosis and will not destroy such data, as it needs to retain proof of its diagnosis for medico-legal purposes and future continued access by patients and or their physicians.

6.4 The Patient, the Patient's representative and the Guarantor signing this Agreement are aware of their rights as Data Subjects as described in POPIA.

6.5 The Patient, the Patient's representative and the Guarantor understand that they must fully and correctly complete the Requisition form and update their information by informing

Ampath by e-mail. Should the Requisition form not be fully completed, or contain incorrect or ineligible information or handwriting OR if the Patient or the Patient's representative and the Guarantor do not inform Ampath of any change to their Personal Information, Ampath may use existing information of the Patient or the Patient's representative or the Guarantor and Ampath shall not be responsible nor be liable in contract and or in delict should the use of such existing information result in the disclosure of the Patient or the Patient's representative and Guarantor's Personal or Special Personal Information to a third party. The Patient, the Patient's representative and Guarantor shall by e-mail inform Ampath when they are leaving the R.S.A. indefinitely or when there is a change to their marital status or physical or e-mail address. The Patient, Patient's representative and Guarantor shall instruct Ampath by e-mail not to allow previous life partners or spouses to have access to the Patient's Personal or Special Personal Information should it be their wish that previous life partners or spouses not have access to their information. The Patient, Patient's representative or Guarantor shall also by e-mail inform Ampath should he or she be sequestrated at paia@ampath.co.za

7. Payment and administrative matters

7.1 The Patient, the Patient's representative or Guarantor and in some instances other third parties shall be liable for the fees charged by Ampath in respect of the Pathology Tests rendered in terms of this Agreement and may request a quotation for such fees from Ampath before signing this Agreement. If the Patient, or the Patient's representative or the Guarantor does not obtain a quotation prior to signing this Agreement, Ampath will charge its standard fees for such services (subject to annual adjustments for inflation).

7.2 Ampath reserves the right to request, in its own discretion, upfront payment for any Pathology Tests conducted on behalf of the Patient.

7.3 Further to clause 7.1, the Patient, the Patient's representative and the Guarantor shall be liable for the Practice's fees for the tests AND in respect of:

7.3.1 additional Pathology Tests conducted by the Practice as may be necessary to produce a diagnosis;

7.3.2 additional Pathology Tests conducted by the Practice in consultation with the Referring Physician as the result of initial Pathology Tests requiring confirmation by further specialised Pathology Tests, including Pathology Tests conducted by other local or foreign laboratories;

7.3.3 any further Pathology Tests requested by the Referring Physician; and/or

7.3.4 emergency Pathology Tests conducted on instructions of a trauma clinician or emergency care practitioner without explicit or signed consent from the Patient or the Patient's

representative if, in the opinion of such clinician or practitioner, such emergency tests are required to stabilise or treat the Patient.

7.4 The Patient or the Patient's representative consents to the ICD10 codes for all the Pathology Tests being shared by Ampath with the Medical Aid in accordance with the relevant legal requirements. The Patient, the Patient's representative or Guarantor is solely responsible to ensure what conditions and tests are covered by their Medical Aid Fund and or whether funds are available under their medical insurance cover. The Practice will claim its fees from the Patient, the Patient's representative or the Guarantor should the Medical Aid Fund for whatever reason not cover OR fully cover a condition or test, or should the Patient's or the Guarantor's medical aid be depleted or be cancelled, be deregistered, be liquidated or be placed under Business Rescue. The Practice follows sound and reasonable testing protocols and will bill in accordance with such protocols. Should a Medical Aid Fund not pay a Prescribed Minimum Benefit for whatever reason, including that the insured's funds are depleted, the Practice will claim such amount from the Patient, the Patient's representative and or the Guarantor. Ampath Trust processes all these transactions for and on behalf of Drs Du Buisson, Kramer, Swart, Bouwer Incorporated ("the Practice").

7.5 If the Practice's fees are not fully paid by the Medical Aid or not paid by any other third party liable for payment of the fees, the Patient, the Patient's representative and/or the Guarantor shall, depending and subject to the Requisition indicating who shall pay, be liable to pay such fees or such outstanding fees in cash or by electronic funds transfer into the bank account of the Practice (without any deduction or set-off) within such period indicated in the invoice. In the event that the Practice receives double payment from the Patient, the Patient's representative, the Guarantor and/or the Medical Aid, Ampath Trust will arrange that such extra amount to be paid back without interest to the Patient, the Patient's representative, the Guarantor or to the Medical Aid.

7.6 Ampath may refer the Patient's overdue account and personal information to its attorneys and/or to its collection agents for collection on behalf of the Practice , in which event the Patient and the Guarantor shall be liable to pay: the outstanding capital, tracing fees, collection commission of ten percent (10%) or at the prevailing rate on each payment made to the collection agent or to the attorney, collection fees, and attorney and own client costs (regardless whether or not summons is issued or judgment is granted against the Patient or the Guarantor). Any payment made by the Patient, the Patient's representative or the Guarantor to Ampath's collection agent or attorneys will be used in the following order:- to first pay tracing fees, second to pay the collection commission, collection fees or the attorneys

own client costs and then lastly to pay the amounts (capital) owed to the Practice for providing the Pathology Tests. In the event of a Patient receiving pathology services during prolonged hospitalisation, Ampath may request that the Patient, the Patient's representative and or his/her Guarantor supply Ampath with suitable payment guarantees issued in favour of the Practice, should such Patient's account be in arrears for longer than sixty (60) days.

7.7 All payments made on the Practice's accounts shall be made in South African Rand without deduction, set-off or withholding into the account and within period as stated on the invoice. Payment shall only qualify as payment once reflected in the Practice's bank account. Ampath shall not be responsible for withholding or other taxes, currency fluctuations, Bank errors made by the Guarantor or by the Patient's or the Patient's representative's Bankers. Discounts or payment arrangements will only be allowed if agreed to in writing by Ampath or if indicated on the Practice's invoice. Short and incomplete payments will not amount to full and final settlements even if Ampath does not respond or timeously inform the Patient, the Patient's representative or Guarantor thereof. Ampath will not carry the risk if the Patient, the Patient's representatives or Guarantor pay into incorrect accounts or third parties fraudulently inform the Patient, the Patient's representative and Guarantor that the Practice's account number has been changed and the Patient, the Patient's representative and/or Guarantor pay into fraudulent accounts.

7.8 Should a Patient and/or a Guarantor's account be in arrears for more than the number of days allowed in the Patient or Guarantor invoice, Ampath's Chief Financial Officer may issue a Certificate of Indebtedness which will serve as prima facie evidence of what the Patient and or Guarantor owes the Practice. Such certificate shall be admissible as evidence and may be of sufficient probative value for the Practice to obtain Provisional Sentence or Summary Judgement against the Patient and/or the Guarantor. It shall not be required for the Practice to prove such Officer's appointment, nor the method of calculation of the amount owed to the Practice.

8. Severability

Should a Court or Regulatory Body find any part of these terms void, voidable or not enforceable, the remaining parts not so found shall continue to be binding upon the Guarantor and the Patient or the Patient's representative.

9. Amendment & Waiver

No verbal amendment of these terms will bind Ampath. Should Ampath not strictly enforce these terms or grant any indulgence to the Patient, the Patient's representative or to the Guarantor, it shall not amount to a waiver of Ampath's rights.

10. No transferral of rights and obligations, subcontracting allowed

Rights and obligations obtained from this Agreement may not be transferred subject thereto that the Practice may under specific circumstances subcontract outside laboratories to conduct specialised tests for the Practice in which event Ampath shall be solely responsible that such laboratory comply with this Agreement AND act as Ampath's Operator in accordance with Chapter 3 of POPIA.

11. Elected address for service of demands, legal process

The Patient or Patient's representative and/or the Guarantor elect(s) the addresses indicated in the Requisition form as addresses for service of all letters of demand and legal process. Ampath or its Attorney and/or its Collection Agent may forward all letters of demand and correspondence in the collection of fees AND relevant to its administration to the Patient, the Patient's representative and/or the Guarantor's e-mail addresses contained in the Requisition form. The Patient, the Patient's representative and/or Guarantor may amend addresses indicated in the Requisition form by giving written notice to Ampath in accordance with clause 6.5 above.

Ampath's address for service of formal notices or legal process is: 166 Witch-Hazel Avenue Highveld Technopark Centurion.

All legal notices shall only be valid if in writing. Notices sent by e-mail shall qualify as written notices.

12.Survival

Should this Agreement be terminated or be cancelled for any reason, the following terms and clauses with subclauses, shall survive termination and or cancellation**:** clauses 12, 13, 7, 6 to 16, any term amounting to an indemnity, excluder and or limitation of liability and any term which in accordance with its ordinary interpretation or application would have survived termination and or cancellation of this Agreement.

13.Breach

13.1 In the event of any Party being in breach, the Aggrieved Party may demand performance within seven (7) South African business days from date of demand failing which the Aggrieved Party:

13.1.1 may cancel this Agreement and subject to its limitation and or excluder of liability terms, claim damages;

13.1.2 may claim specific performance;

13.1.3 apply for an interdict where circumstances of urgency may so require.

13.2 For avoidance of doubt, any Party to this Agreement may, without prejudice nor waiver of his/her or its common law rights, refer any dispute, grievance or complaint to a Regulatory Body empowered by legislation.

14.Excluder of liability

Unless proven in a Court of law or in a Regulatory process that Ampath Trust and/or the Practice has breached its statutory duties or acted with gross negligence or wilful intent, neither Ampath Trust and/or the Practice shall be liable in contract and or delict (for negligence) for any indirect, consequential:- patrimonial and or non-patrimonial losses, special and or general damages of the Patient, the Patient's representative and/or the Guarantor. Unless gross negligence or wilful intent or breach of a statutory duty is proven against Ampath Trust and or against the Practice, either and/or both of them will not be

liable for any direct:- contractual and or delictual patrimonial and or non-patrimonial losses in excess of R1000 000 (One Million Rand), and on condition that such actual direct loss amount is proven in a Court of law. Aforesaid exclusions and or limitations of liability shall be subject to any statutory remedy and or statutory derived claim or action.

15.Disputes

Subject to statutory remedies that a Patient, a Patient's representative or Guarantor may exercise, disputes shall be resolved by negotiation and by the Parties signing a formal settlement or compromise. The Patient, the Patient's representative and/or the Guarantor may, by e-mail, inform Ampath Trust and/or the Practice that he or she elects not to negotiate on a dispute but will refer the matter to a Court or to a Regulatory Body.

16.Signature and incorporation by reference, electronic transaction

By signing the prescribed Requisition form, the Patient, the Patient's representative and/or the Guarantor accepts these electronic terms which is incorporated into the Requisition Form by reference. Accordingly, these terms shall serve as a binding Agreement between Ampath Trust, the Practice, the Patient, the Patient's representative, and/or the Guarantor and be admissible as electronic agreement in accordance with the law of evidence and the Electronic Communications and Transactions Act 25 of 2002.