

• Terms and Conditions • Client details •

### Introduction

Elsabé Klinck and Associates (“EKA”) is a professional business offering consulting services in the healthcare sector. EKA is an advisory and consulting business. It is not a law firm, but work with attorneys, accountants and others as healthcare sector experts.

### Principles of the relationship

Our relationship is governed by the following principles:

- A. You have to provide us with all facts, assumptions and information. Let us advise you on what is- and what is not relevant.
- B. Consider our advice, and even though you are naturally at liberty to make your own decisions, let us explain to you any aspect of our advice which was unclear to you.
- C. Should you take action in which our advice might have played a role, but which final action had not been approved or signed off by us, or if you do not accept our advice, you will release us from liability for any consequences that may flow from such action. You will also refrain from stating that your actions have been approved by us.
- D. Any applications / appeals / interactions with public entities such as the MCC/SAHPRA, CIPC, HPCSA, CMS, etc. is subject to procedural and systemic delays which we cannot be held accountable for. We are unable to make any guarantees in relation to the speed in which such entities will deal with your matter.
- E. Health sector developments remain unpredictable. We may have to prioritise work according to sudden and government-aligned deadlines, or deal with a matter as priority when there is imminent legal or business risk. This will then have an impact on the timelines of work to be undertaken. Changes in the health care environment (e.g. new regulations) may impact on the initial advice. EKA is not liable for such environmental changes.
- F. There is a demand for the services of EKA. Although we attempt to assist as many clients as possible, delays may in some instances be inevitable. We prefer to rather than rush work, apply our minds and render a considered view on matters before us. Kindly bear with us on this.

### Terms

By completing and signing this form, you agree and acknowledge the following:

1. That EKA is entitled to levy the fees as set out below. We charge for time spent on your matter, irrespective of whether it is in a meeting, research to provide advice or find legal justification, drafting of documents, email advice, etc.
2. That a cost estimate is, by its very nature inexact, unless a capping agreement was entered into in writing.
3. You will not use and/or distribute our memoranda, templates, forms, drafts, letters, documents, advice or services (“information”) for any commercial or other purpose, other than as agreed to in writing by EKA.
4. In the event of CPDs or training, that EKA does not permit the recording, and/or the further use of the recording, the slide set and any related material. No exclusivity exists in relation to the specific topic, approach or specific slide set. The EKA office manager will make available all applicable information and criteria relating to CPDs.
5. If you involve other consultants or attorneys in the same project, you will inform EKA immediately. If they replace EKA, EKA’s account will still be payable for work rendered.
6. Once you have appointed EKA to deal with a matter, you will not communicate on your own (e.g. to the HPCSA, CMS or MCC) without discussing it with us. You understand that such action may jeopardise the outcome of the matter.
7. EKA’s accounts are payable upon presentation or as agreed in writing. Late fees may be levied on outstanding amounts. We only accept payment by EFT. Please include the invoice number as the reference. Even where you end your mandate with us, you will still be liable for the hours of work undertaken up until the end of the mandate.
8. For small businesses and natural persons, you are entitled to a 5 (five) day cooling off period, during which time you may cancel this appointment.
9. EKA undertakes to keep all information entrusted to it, its staff and/or associates in the strictest of confidence, unless information is agreed to be disclosed and/or used as part of executing this mandate.
10. EKA will record meetings by hand and by electronic means to ensure that no important information is lost. You hereby agree to these recordings. All such information will remain confidential and stored securely.
11. Any variation to these terms and conditions shall not be of any force or effect unless reduced to writing. Any indulgences granted by EKA shall not constitute a waiver or novation of the terms.
12. You expressly waive any claim that you may have against EKA, its members, staff, employees or agents arising from any cause whatsoever in relation to this mandate or any other mandate given from time to time.
13. You confirm that the EKA has made no-, and same cannot be construed as-, promises, predictions or guarantees concerning the outcome, timelines or processes.
14. In the event that any one or more of the provisions contained herein is held to be invalid, illegal or unenforceable in any respect, such parts of these terms shall be severed from the remainder of these term.

Agreed to and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
WITNESS

### Client details

Name and surname of person primarily responsible for your account at EKA: \_\_\_\_\_

Designation of above person (e.g. owner, CEO, head regulatory, managing partner, chairperson, treasurer, etc.): \_\_\_\_\_

Legal entity to be billed (full (registered) name of practice / co / association / etc.): \_\_\_\_\_

Identity number (if client not a legal entity): \_\_\_\_\_

CIPC registration nr. (if co, inc., trust or cc): \_\_\_\_\_

VAT nr: \_\_\_\_\_ or:  Not VAT registered

Tel. nr: \_\_\_\_\_ Cellphone nr: \_\_\_\_\_

E-mail address (for billing purposes): \_\_\_\_\_

Business / personal physical address (domicilium): \_\_\_\_\_

EKA may add me to their distribution lists:  Yes  No

### Fee schedule 2017

(VAT exclusive, VAT of 14% to be added as is required by tax legislation)

Professional fees for preparation, research, meeting attendance, drafting of documents, letters, email advice, submissions, representation of clients at CMS hearings, review of documentation provided by client or others, amendments to practice templates, etc. Hours and actual minutes of an hour worked will be charged.	R1 600 per hour
Expedited work (professional fee for work to be undertaken within 7 ordinary days at request of client)	R 1 900 per hour
Late payment fee	15% of value of invoice
Healthcare professional practice templates – Ts & Cs, personal information form, contracts, policies, leaflets or information sheets, etc. pre-drafted in pdf form	See EKA website practitioner online shop
Company secretarial work (per month, per quarter) (agenda's, minutes, etc) and all work relating to company statutory requirements (advice, training of Directors, etc.)	As quoted and agreed
Presentations to doctors, pharmacists, etc. (HCPs) – evening events in Gauteng	R6 800
Presentations to doctors, pharmacists, etc. (HCPs) – evening events outside of Gauteng	R7 300
Presentations in-company, workshops in-company or at other venues (half- or full day)	As quoted and agreed
Travel: for all meetings, presentations / workshops in Gauteng area, etc. Includes e-Toll.	R700 per hour travelled
Travel to venues / events outside of Gauteng	As quoted and agreed
Toll, accommodation & other travel / logistics arrangements as agreed	Actual costs

*Note: Fees for associates based in Cape Town and Free State apply as per Gauteng, and if outside their areas, as per "outside of Gauteng". Travel time will be charged for all travel by such staff.*

*EKA is VAT registered (VAT nr: 4740277530 and VAT will be added on top of the amounts above.*