Practice Code Number Application Form: HPCSA Specialist Professions

A Practice Code Number (PCN) is allocated based on the authority granted to the Board of Healthcare Funders of Southern Africa (BHF) by the Council for Medical Schemes (CMS) to allocate PCNs to suppliers of relevant healthcare services. The BHF’s PCN unit (“PCNS”) is the entity tasked with the administration of practice code numbers. It is the responsibility of the applicant to complete the particulars required hereunder and to supply all the necessary information, as per the PCN application. The PCN unit will allocate PCNs to suppliers of relevant health services who comply with the PCNS application verification criteria.

PLEASE TICK THE APPROPRIATE DISCIPLINE

- [ ] Anaesthetist
- [ ] Cardiology
- [ ] Cardio Thoracic Surgery
- [ ] Clinical Haematology
- [ ] Community Dentistry
- [ ] Dental Therapy
- [ ] Dermatologist
- [ ] Diagnostic Radiology
- [ ] Emergency Medicine
- [ ] Family Medicine
- [ ] Gastroenterology
- [ ] Maxillo-Facial and Oral Surgery
- [ ] Medical Oncology
- [ ] Neurology
- [ ] Neurosurgery
- [ ] Nuclear Medicine
- [ ] Obstetrics and Gynaecology
- [ ] Occupation Medicine
- [ ] Ophthalmology
- [ ] Oral Pathology
- [ ] Orthopaedic
- [ ] Orthodontist (Nephrology)
- [ ] Otorhinolaryngology
- [ ] Paediatrics
- [ ] Paediatrics (Cardiology)
- [ ] Paediatrics (Critical Care)
- [ ] Paediatrics (Developmental)
- [ ] Paediatrics (Endocrinology)
- [ ] Paediatrics (Gastroenterology)
- [ ] Paediatrics (Infectious Diseases)
- [ ] Paediatrics (Medical Oncology)
- [ ] Paediatrics (Neonatology)
- [ ] Paediatrics (Neurology)
- [ ] Paediatrics (Pulmonology)
- [ ] Paediatrics (Rheumatology)
- [ ] Paediatrics (Medical Genetics)
- [ ] Pathology
- [ ] Pathology (Anatomy)
- [ ] Pathology (Chemical)
- [ ] Pathology (Clinical)
- [ ] Pathology (Forensic)
- [ ] Pathology (Haematology)
- [ ] Pathology (Medical Genetics)
- [ ] Pathology (Virology)
- [ ] Pathology (Microbiology)
- [ ] Periodontics
- [ ] Physical Medicine
- [ ] Plastic and Reconstructive Surgery
- [ ] Prostodontics
- [ ] Psychiatry
- [ ] Pulmonology
- [ ] Surgery
- [ ] Surgery (Critical Care)
- [ ] Surgery (Gastroenterology)
- [ ] Surgery (Vascular Surgery)
- [ ] Specialist Physician
- [ ] Radiation Oncology
- [ ] Rheumatology
- [ ] Urology
In Accordance with Legislation and BHF Policies, a Practice Number may not be issued without the following:

- Certified copy of ID.
- Certified copy of the passport and proof of permanent residence, where the applicant is not a South African citizen.
- Certified copy of Marriage Certificate or Divorce Decree (where applicable).
- Certified copy of an Independent Practice Specialist Registration Certificate from the Health Professions Council of South Africa.
- Certified copy of a Dispensing Licence from the Department of Health of South Africa (where applicable).
- Proof from the Health Professions Council of S.A. that the subscription fee has been paid for the current year.
- If you are an employee of a Provincial Hospital, please forward documentation confirming that you have the necessary permission to practice outside of your conditions of employment with the state.

Please complete the following forms, which are attached hereto:

- Form providing details of a Commissioner of Oaths
- Form providing details of the practice/facility/service/business
- Signed Declaration
- Banking details verification form
- OPTIONAL: The bank debit order instruction form for PCNS annual renewal fees

PLEASE NOTE

1. Faxed or Emailed Applications will not be accepted. Applications must be submitted by way of Registered Mail or Hand Delivered to the BHF Office.
2. Should your Registration change from a General Practitioner to a Specialist, a New Practice Code Number will be issued, and the GP Practice Code Number will be closed.
3. The Compliance and Risk Unit has been established to monitor adherence to the PCN System’s Terms and Conditions.

Should you have any Queries regarding this Application, please contact Client Services on 0861-30-20-10, by facsimile on (011) 880-5959 or 086-607-3703, or e-mail clientservices@bhfglobal.com

Undesirable Business Practice

Healthcare practitioners registered with the HPCSA, applying for a practice number should take note of the HPCSA policy document on Undesirable Business Practices on “Employment of Practitioners”. To access the full policy document, utilise the link:

Applications will NOT be processed without ORIGINAL DOCUMENTATION OR COPIES CERTIFIED by one of the South African registered authorities listed below. The stamp on the certified document must include the name of the Commissioner of Oaths and the words COMMISSIONER OF OATHS. Please note that the BHF policy requires that in order to obtain a practice number, a health service provider must be registered in terms of South African Law, as this is a requirement of the Medical Schemes Act (Act No 131 of 1998).

* Advocate * Attorney * Notary * Conveyancer * Bank Manager * Judge * Clerk of the Court * Magistrate * Police

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<thead>
<tr>
<th>DETAILS OF COMMISSIONER OF OATHS:</th>
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<tr>
<td>Full Name &amp; Surname</td>
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<td>Reference number</td>
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<td>Signature</td>
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<td>Physical address</td>
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<td>Town</td>
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<td>Fax number</td>
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<td>E-mail</td>
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COMMISSIONER OF OATHS STAMP
## PERSONAL DETAILS

<table>
<thead>
<tr>
<th>Title</th>
<th>Initials</th>
<th>First Names</th>
<th>Surname</th>
<th>ID Number</th>
<th>Council Number</th>
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## PRACTICE DETAILS

*Please note that requests to backdate or alter the original starting date cannot be accommodated*

<table>
<thead>
<tr>
<th>Effective starting date of practice number</th>
<th>VAT number</th>
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<th>Discipline</th>
<th>Sub-Discipline (If applicable)</th>
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<tr>
<th>Dispensing Licence</th>
<th>Licence number (If applicable)</th>
<th>Effective date</th>
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<tr>
<td>Yes</td>
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<td>No</td>
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<tr>
<th>Practice Postal Address</th>
<th>Practice Physical Address</th>
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<th>Code</th>
<th>Province</th>
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<th>Telephone Number</th>
<th>Facsimile Number</th>
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## EDI DETAILS

*(Only applicable where claims for reimbursement are submitted electronically)*

<table>
<thead>
<tr>
<th>EDI User</th>
<th>EDI Company</th>
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<tbody>
<tr>
<td>Yes</td>
<td>No</td>
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<table>
<thead>
<tr>
<th>Would you prefer that medical schemes reimburse you by making a direct payment into your bank account</th>
<th>Yes</th>
<th>No</th>
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## BANK DETAILS

*We would like to bring to your attention that it is an obligation of medical scheme administrators to verify healthcare providers’ banking details. However, since the banking details of providers of service form part of the data set contained within the PCN system, BHF will continue updating this information disseminating them to medical schemes. Providers of service are therefore advised to contact medical schemes with which they do business in order to verify their banking details.*

*Please ensure that the form is endorsed by the relevant bank by obtaining a bank stamp on the bottom left hand corner OR*

*Submit an original cancelled cheque/ Original letter from the bank confirming banking details*
To: BHF Client Services

I/ We declare that the details on this Banking Verification Form are correct and may be used by the medical schemes and their administrators for reimbursement of claims.

I/ We authorise medical schemes and their administrators to pay any amounts which accrue to me / us to the credit of my / our account into the below mentioned bank account.

Service Providers are requested to complete and submit this form via registered mail to:
BHF Client Services, PO Box 2324, Parklands, 2121.

Please ensure that the form is endorsed by the relevant bank by obtaining a bank stamp in the space provided below.

<table>
<thead>
<tr>
<th>Practice Name</th>
<th>Name of Bank</th>
<th>Name of Branch</th>
<th>Account Name</th>
<th>Branch Code</th>
<th>Account Number</th>
<th>Type of Account</th>
<th>New Account</th>
<th>If yes, state date on which account became effective (dd/mm/yyyy)</th>
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<td>Current</td>
<td>Savings</td>
<td>Transmission</td>
</tr>
</tbody>
</table>

Provider’s Initials & Surname | Authorised Signature

Bank account particulars certified as correct

<table>
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<tr>
<th>YES</th>
<th>NO</th>
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Name of Bank Official | Signature Of Bank Official

BANK STAMP
Declaration

I, the undersigned, hereby declare that the information contained on the annexed application form is valid, correct and reflects my personal information as on the date of signature hereof.

I duly authorise the Board of Healthcare Funders of Southern Africa (BHF) to disseminate the information set out in the annexed application form with the BHF’s member schemes/Administration Houses and/or PCNS Users for reimbursement purposes and/or Marketing purposes. To the extent that the information provided is not true and correct, I hereby indemnify the BHF against any claims which may be instituted against the BHF as a result of the incorrect information which I have provided to the BHF.

I undertake to promptly advise the BHF of any changes to my practice profile as and when such changes may occur.

I further declare that I will abide by the following:
I agree to annually renew my practice number and to pay to the annual fee, as determined by BHF, towards the maintenance and running of the PCNS for the period that my practice number remains active.

I acknowledge that failure to renew registration on an annual basis and to pay the annual fee in respect of the maintenance and running of the PCNS will result in my practice number being rendered inactive.

I agree to comply with all relevant legislation, in particular the provisions of the Medical Schemes Act, 1998. In this regard I agree to comply with the requirement to include diagnostic codes, and the full cost on my accounts or statements used to claim benefits from medical schemes and administrators.

I declare that I will comply with the requirement of regulation 5(f) of the General Regulations of the Medical Schemes Act and will use the ICD 10 Code for this purpose.

I declare that I will comply with the requirement of regulation 5(h) of the General Regulations to the Medical Schemes Act requiring the full cost of rendering service to be included on all accounts or statements.

I declare that I am registered with the relevant South African statutory body.

I agree to comply with all obligations in terms of the Income Tax Act.

I acknowledge that a practice number does not guarantee payment by a medical scheme or medical scheme administrator and shall under no circumstances attempt to recover any payment costs from the BHF, or unnecessarily involve the BHF in any disputes that I may have with a medical scheme administrator.

I agree that, in the event that I become aware of any fraudulent activities associated with my practice number, I will immediately notify the BHF thereof, and shall assist the BHF with any investigation action which may be taken by the BHF’s Forensic Management Unit.

I agree to be bound by the BHF’s policies and terms and conditions relating to the use of practice numbers as amended from time to time, and shall familiarise myself with the content of any updates to such policies and terms and conditions which the BHF may make from time to time, and shall use the practice number only in accordance with the BHF’s latest amendments and requirements pertaining to the use of the practice number.

________________________________________  __________________
SIGNATURE OF APPLICANT  DATE

FULL NAME AND SURNAME OF SIGNATORY

DIRECTORS: Executive K Mothudi (Managing), Non-Executive: A Hamdulay (Chairman), A Fourie-Van Zyl, G Goolab, I Isdale, Y Makule, O Mahanjana, V Memela, H Nhlapo, C Raftopoulos, S Sanyanga (Zimbabwe), H Stephens, C Schafer (Namibia), T Moumakwa (Botswana), N Nyathi, M Mahamba, M Bayley, SA Matsoso (Lesotho).
Bank Debit Order Instruction

Please be advised that there is an annual practice code number renewal fee payable before the 31st of March each year. Should you wish to activate a debit order instruction for the practice number renewal fee, please complete and fax to 086-607-3988 or e-mail SenzoB@bhfglobal.com Please note that incomplete forms will not be accepted.

Provider details

Date: ______________________________ Service Provider: ______________________________

Name: ______________________________ Practice number: ______________________________

Business Physical Address: ______________________________

__________________________________________________________________________

__________________________________________________________________________

Bank details for debit order transaction purposes only

The details of my/our account are as follows:

Bank Name: ______________________________ Branch Name: ______________________________

Branch Code: ______________________________ Account Name: ______________________________

Account Number: ______________________________ Account Type: ______________________________

In the case of an incorporated practice or a group practice, please ensure that the signatures of all the partners are also reflected below.

<table>
<thead>
<tr>
<th>Initial &amp; Surname</th>
<th>Authorised Signature</th>
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I/We hereby request and authorise BHF to debit my/our account with the annual PCNS renewal fee on either of the following dates (please select applicable date):

☐ February 28th  ☐ March 31st

This instruction may be cancelled by means of giving BHF 30 days’ notice in writing, sent via registered post to the BHF offices. I/We understand that I/we shall not be entitled to refunds of amounts legally owing to BHF, which BHF has withdrawn whilst this instruction was in force.

DIRECTORS: Executive K Mothudi (Managing), Non-Executive: A Hamdulay (Chairman), A Fourie-Van Zyl, G Goolab, I Isdale, Y Matule, O Mahanjana, V Memela, H Nhlapo, C Raftopoulos, S Sanyanga (Zimbabwe), H Stephens, C Schafer (Namibia), T Moulakwa (Botswana), N Nyathi, M Mahlaba, M Bayley, SA Matsoso (Lesotho).
I/We acknowledge that BHF hereby authorised to effect the drawing against my/our account may not cede or assign its rights and that I/we may not delegate any of my/our obligations in terms of this instruction to any third party prior to written consent of the authorised party.

Signed at: ______________________ on this ____________ day of _________20_____.

AUTHORISED SIGNATURE/S AS USED FOR SIGNING BANK CHEQUES:

1. ________________________________
2. ________________________________
3. ________________________________
4. ________________________________
5. ________________________________
6. ________________________________

PCNS Registration Fees

Applications will not be processed without proof of payment of PCNS registration fees. For security reasons, we prefer not to have cash on the premises. We therefore request that you make use of one of the payment methods listed below:

**Cheque Payment**

Registration fee payable to: PCNS
Address to which cheque must be sent: P O Box 2324
Parklands 2121

**OR**

**Direct Deposit**

Bank: Nedbank
Branch: The Mall of Rosebank
Branch code: 197705
Account No: 1958 518 530
Account Type: Cheque account
Account Name: PCNS

(PLEASE USE YOUR SURNAME AND COUNCIL REGISTRATION NUMBER AS A REFERENCE. PLEASE ATTACH THE PROOF OF PAYMENT TO YOUR APPLICATION FORM)
1. DIRECTORS: Executive

2. TERMS AND CONDITIONS FOR USE OF A PRACTICE NUMBER

2.1. Any reference to an enactment in this Agreement is to that enactment as in force on the date falling immediately after the date on which the User’s Practice Number was issued.

2.2. Unless no otherwise stated, the expressions set out below shall have the following meanings:

2.2.1. Agreement means any g...

3. INTRODUCTION

3.1. The BHF has developed the PCNS in order to facilitate the provision of medical services, the User’s practice number will bear the same meaning as ascribed to it for all purposes in the Agreement.

3.2. The User for purposes of this Agreement is any person or body corporate or association as defined below; and

3.3. In order for the Members to make a payment to the User, the User must be registered with the BHF and the User must have also been a Practice Number to the User.

3.4. The Parties accordingly enter into this Agreement to

4. COMMENCEMENT AND DURATION

4.1. In respect of a User to whom the BHF has already allocated a Practice Number, the following definition of the PCNS, and/or any other right, title or interest in and to such improvements and/or developments related thereto.

4.2. The BHF has developed the PCNS in order to facilitate the provision of medical services, the User’s practice number will bear the same meaning as ascribed to it for all purposes in the Agreement.

4.3. The User may at any time terminate this Agreement by giving the required notice of termination of this Agreement.

4.4. In the event a User terminates this Agreement in accordance with clause 4.3, such User shall not have any claim against the BHF in respect of the fine, which the User’s members may have paid over to the BHF prior to termination of this Agreement.

5. USE OF THE PRACTICE NUMBER

5.1. The User shall make use of the Practice Number exclusively for purposes related to the provision of medical services, but the User shall not use such Practice Number to log onto the PCNS with the User’s login details, to make use of the necessary communications equipment and/or information designated as confidential by the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information designated as confidential by the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF.

5.2. Prior to this Agreement, the User shall make the number allocated by the BHF for a purpose of personal information relating to the User that is necessary for the proper running and functioning of the PCNS, and authorises the BHF to share such personal information with other users and/or other third parties, in accordance with and for such purposes as allowed for by the Protection of Personal Information Act, 2013.

5.3. The User acknowledges that PNS is in general not error free and agrees that the existence of such errors in the PNS does not constitute a breach of this Agreement by the BHF.

5.4. The User undertakes not to challenge theproprietary of the BHF’s Intellectual Property subsisting in the PNS, and/or the use thereof as allowed for by this Agreement.

5.5. The User shall make use of the necessary communications equipment and/or information designated as confidential by the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF,

5.6. Prior to this Agreement, the User shall make the number allocated by the BHF for a purpose of personal information relating to the User that is necessary for the proper running and functioning of the PCNS, and authorises the BHF to share such personal information with other users and/or other third parties, in accordance with and for such purposes as allowed for by the Protection of Personal Information Act, 2013.

5.7. PERSONAL INFORMATION

5.8. The User further acknowledges that the BHF has developed the PCNS in order to facilitate the provision of medical services, the User’s practice number will bear the same meaning as ascribed to it for all purposes in the Agreement.

5.9. In respect of a User to whom the BHF has already allocated a Practice Number, the following definition of the PCNS, and/or any other right, title or interest in and to such improvements and/or developments related thereto.

5.10. The User acknowledges that PNS is in general not error free and agrees that the existence of such errors in the PNS does not constitute a breach of this Agreement by the BHF.

5.11. The User undertakes not to challenge theproprietary of the BHF’s Intellectual Property subsisting in the PNS, and/or the use thereof as allowed for by this Agreement.

5.12. The User shall make use of the necessary communications equipment and/or information designated as confidential by the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF,

5.13. Prior to this Agreement, the User shall make the number allocated by the BHF for a purpose of personal information relating to the User that is necessary for the proper running and functioning of the PCNS, and authorises the BHF to share such personal information with other users and/or other third parties, in accordance with and for such purposes as allowed for by the Protection of Personal Information Act, 2013.

6..obligation of the user

6.1. The User shall:

6.1.1. use the Practice Number in accordance with the provisions of this Agreement, the BHF’s code of conduct and policies relating to the use of the PNS and/or Practice Number;

6.1.2. use the Practice Number exclusively for purposes as set out in clause 5; not to reproduce, copy and/or disclose any part of the PNS for purposes thereof, without the BHF’s prior written consent;

6.1.3. not to allow any third party who does not have a Practice Number and/or login details, to make use of the necessary communications equipment and/or information designated as confidential by the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF,

6.1.4. effectually forward any of the User’s Practice Number for the purpose as set out in clause 5; not to allow for the use of the User’s Practice Number;

6.1.5. notify the BHF of any unauthorized use of the User’s Practice Number;

6.2. limitations of liability

6.2.1. To the extent permitted by law, and except to the extent set out elsewhere in this Agreement, the BHF shall not be liable to the User for any loss, damage, cost, expense or penalty (including consequential loss or special damages) (limited whatsoever or howsoever caused) arising directly or indirectly in connection with this Agreement, the use of the Practice Number and/or PNS in the User. The User hereby indemnifies and holds the BHF and its employees and agents harmless against all such losses.

6.3. Personal information

6.3.1. The User agrees to the BHF processing all of the User’s personal information relating to the User that is necessary for the proper running and functioning of the PNS, and authorises the BHF to share such personal information with other users and/or other third parties, in accordance with and for such purposes as allowed for by the Protection of Personal Information Act, 2013.

6.4. Intellectual property

6.4.1. The User further acknowledges that the BHF has developed the PCNS in order to facilitate the provision of medical services, the User’s practice number will bear the same meaning as ascribed to it for all purposes in the Agreement.

6.4.2. Prior to this Agreement, the User shall make the number allocated by the BHF for a purpose of personal information relating to the User that is necessary for the proper running and functioning of the PCNS, and authorises the BHF to share such personal information with other users and/or other third parties, in accordance with and for such purposes as allowed for by the Protection of Personal Information Act, 2013.

6.4.3. The User acknowledges that PNS is in general not error free and agrees that the existence of such errors in the PNS does not constitute a breach of this Agreement by the BHF.

6.4.4. The User undertakes not to challenge theproprietary of the BHF’s Intellectual Property subsisting in the PNS, and/or the use thereof as allowed for by this Agreement.

6.4.5. The User shall make use of the necessary communications equipment and/or information designated as confidential by the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF,

6.4.6. Prior to this Agreement, the User shall make the number allocated by the BHF for a purpose of personal information relating to the User that is necessary for the proper running and functioning of the PCNS, and authorises the BHF to share such personal information with other users and/or other third parties, in accordance with and for such purposes as allowed for by the Protection of Personal Information Act, 2013.

6.4.7. The User acknowledges that PNS is in general not error free and agrees that the existence of such errors in the PNS does not constitute a breach of this Agreement by the BHF.

6.4.8. The User undertakes not to challenge theproprietary of the BHF’s Intellectual Property subsisting in the PNS, and/or the use thereof as allowed for by this Agreement.

6.4.9. The User shall make use of the necessary communications equipment and/or information designated as confidential by the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF,

6.4.10. Prior to this Agreement, the User shall make the number allocated by the BHF for a purpose of personal information relating to the User that is necessary for the proper running and functioning of the PCNS, and authorises the BHF to share such personal information with other users and/or other third parties, in accordance with and for such purposes as allowed for by the Protection of Personal Information Act, 2013.

6.4.11. The User acknowledges that PNS is in general not error free and agrees that the existence of such errors in the PNS does not constitute a breach of this Agreement by the BHF.

6.4.12. The User undertakes not to challenge theproprietary of the BHF’s Intellectual Property subsisting in the PNS, and/or the use thereof as allowed for by this Agreement.

6.4.13. The User shall make use of the necessary communications equipment and/or information designated as confidential by the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF, information proprietary to or deemed to be proprietary to the BHF,
13. CONFIDENTIAL INFORMATION

13.1 The User acknowledges that the Confidential Information constitutes a valuable, special and unique asset proprietary of the BHF.

13.2 The User will keep and keep all Confidential Information in confidence and as secret and the User will not, without the prior written consent of the BHF or as permitted in terms of any other written Agreement, Use or disclosure thereof, or make any use thereof, sell, lend, lease, dispose, grant access to, sell or trade (whether or not in whole or in any other manner) any of the Confidential Information or any third party who is not a party to this Agreement

13.3 The User undertakes that it will not use the Confidential Information in any manner whatsoever including, without limitation, any use with the intention of or effect of depriving the User of, any right, consideration, profit or other remuneration that would otherwise be expected to be derived from the User’s Use of Confidential Information, except as allowed for in this Agreement and/or with prior specific agreement and consent being obtained from the BHF in writing, and shall take all steps necessary to prevent that its employees, professional advisors, agents and consultants comply with this Clause.

13.4 The User agrees that it shall protect the Confidential Information disclosed by the BHF pursuant to the provisions of this Agreement, using the same standard of care that the User applies to keep its own secret or confidential information, which shall at least be a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof. The User will immediately return the BHF (if the User becomes aware of any unauthorized disclosure of the Confidential Information, and shall take all reasonable steps to minimize the damage caused by such unauthorized disclosure and/or further disclosure of the Confidential Information.

13.5 The User undertakes not to:

13.5.1 copy, reproduce or adapt the Confidential Information in any manner or form;

13.5.2 disclose any part of the Confidential Information, and/or register any intellectual property that pertains to or is based on the Confidential Information;

13.6 The obligations of the User pursuant to the provisions of this Agreement shall not apply to any information that is:

13.6.1 disclosed to the User in the course of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time, provided that in those circumstances, the User shall advise the BHF in writing at whatever stage it deems necessary to protect its interests in this regard and further shall dilute that portion of the information which it is legally required to disclose;

13.6.2 disclosed to third party pursuant to the prior written consent of the BHF; and

14. BREACH AND TERMINATION

14.1 Should any Party (the Defaulting Party) commit a breach, other than a material breach of any of the provisions of this Agreement, then any other Party (the Aggrieved Party) shall be entitled to require the Defaulting Party to remedy the breach within 5 (five) Business Days, or take such steps as it deems necessary to prevent any unauthorized disclosure thereof. The User will immediately return the BHF (if the User becomes aware of any unauthorized disclosure of the Confidential Information, and shall take all reasonable steps to minimize the damage caused by such unauthorized disclosure and/or further disclosure of the Confidential Information.

14.2 If the BHF or any other Party (the Defaulting Party) is unable to perform its obligations, then the User (the Aggrieved Party) shall be entitled to require the Defaulting Party to remedy the breach within the period specified in such notice the Aggrieved Party shall be entitled to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party’s obligations. The agglomerating is without prejudice to any other rights or obligations as the Aggregated Party may have at law.

14.3 The BHF may immediately terminate this Agreement at any time by giving written notice of such termination to the User or the other Party if:

14.3.1 the User commits any breach of any of the provisions of this Agreement, or of any agreement or arbitration, placed under warranty or comparable;</p>