

**Systagenix Wound Management SA (Pty) Ltd
("Company" or "Systagenix")**

Consulting Agreement

THIS AGREEMENT IS FOR SERVICES PROVIDED FOR V.A.C.® THERAPY ONLY

FULL NAME & SURNAME:

SOUTH AFRICAN ID NUMBER:

NAME OF COMPANY:

COMPANY REGISTRATION NO:

VAT NUMBER:

PHYSICAL ADDRESS:

TELEPHONE NUMBER:

FAX:

MOBILE NUMBER:

E-MAIL ADDRESS:

PRACTICE NO.:

SANC NO:

Name and address of Company contact:

SYSTAGENIX WOUND MANAGEMENT SA (PTY)
LTD
UNIT 24 THORNHILL OFFICE PARK
94 BEKKER ROAD, MIDRAND, 1685

TERM OF CONSULTING AGREEMENT:

1 MARCH 2017 TO 31 OCTOBER 2018

1. Scope of Work

- 1.1 Systagenix hereby appoints the Nursing Professional as an independent contractor to perform the services outlined in Schedule 1 ("the Services") of this agreement and according to the terms and conditions specified herein. Nothing in this agreement should be construed as constituting an offer of employment or an employment relationship between Company and the Nursing Professional.
- 1.2 The Services will be provided as of 1 MARCH 2017 to 31 OCTOBER 2018.
- 1.3 No information, advice or case study can be communicated or presented by the Contractor to third parties without prior sign-off by Systagenix.



2. Compensation

For the provisions of the Services Systagenix will pay the Contractor the fees and pre-approved expenses described in, and according to, Schedule 2 upon receipt of a duly documented invoice addressed to Systagenix.

Payment options below, please indicate your preference:

	Invoices received by 20 th of each month	Payable first working day of each month
	Invoices received by the 10 th of each month	Payable after five working days
	Both pay dates	

The fees and pre-approved expenses shall be payable upon receipt of the corresponding invoice and supporting receipts by wire transfer to the bank account of the Contractor, details to be given by the Contractor before providing the Services.

3. Documentation

The Nursing Professional must agree to/provide the following:

- 3.1 The Contractor agrees that he/she is fully compliant with all appropriate requirements of the South African Revenue Services (SARS) and will be responsible for all taxes and charges to be paid on the fees which the Contract is paid for services rendered. The reimbursement of expenses and the eventual use of Systagenix equipment and property will always be according to Systagenix internal policies and guidelines. To this end the Contractor must provide,
- 3.1.1 a copy of his/her current VAT registration certificate if the Contractor is a VAT vendor;
- 3.1.2 a copy of his/her registration at the South African Nursing Council (SANC), which will be required annually;
- 3.1.3 A copy of his/her professional indemnity cover, with confirmation that the nature of the services rendered in terms of this Agreement, is included in such cover.

4. Representations and Warranties of Consultant

- 4.1 Manner of performance. The Contractor represents that he/she has the requisite education, experience, expertise, ability, contacts and legal right, in terms of the Nursing Act, 2005 (Act No.33 of 2005) and all subsequent Regulations, to render the Services and will perform the Services in an efficient manner satisfactory to Systagenix. The Contractor will abide by all laws, rules and regulations and has all necessary authorizations and licenses that apply to the performance of the Services.
- 4.2 Adverse events. The Contractor agrees to adhere to all complaints, quality and regulatory requirements and policies as set by Systagenix from time to time. Adverse events related to products shall be reported to the Company. See Schedule 4.
- 4.3 Compliance with laws and regulations. In performing the Services, the Contractor will comply at all times with all applicable laws, rules, regulations and Systagenix' applicable policies and guidelines regarding conduct and ethics which materially relate to or govern the activities contemplated by this Agreement.
- 4.4 Professional conduct. The Contractor represents and warrants that he/she has not at any time before the start of this Agreement been the subject of any allegations or charges of professional misconduct, fraud, unethical behaviour or conduct, according to any applicable laws, rules or regulations or professional association's or licensing body's code of conduct. In the event that such allegations or charges are made during the term of this Agreement, the Contractor will notify Systagenix in writing immediately. In this event, Systagenix reserves the right to immediately terminate this Agreement.
- 4.5 Company Representatives in Clinical Environment (CRICE) Training. The Contractor undertakes, at his/her expense, to attend CRICE training in order to enter those Hospital facilities that require that training is completed.

- 4.6 No Other Restrictive Arrangement. Should the Contractor be employed by any facility or establishment s/he is responsible to ensure that this agreement does not conflict with his/her employment or service duties and/or any undertakings made to such facility or establishment.
- 4.6.1 If the Contractor is employed by any facility, company or establishment, The Contractor must provide Systagenix with a letter from the Appropriate Employer confirming that this contract is entered into with the Employer's express permission.
- 4.6.2 Nursing professionals employed in the public sector have to provide a copy of the approval by the Head of Department allowing Remunerated Work Outside Public Service (RWOP).
- By affixing his/her signature to this document the Contractor agrees to disclose any such potential conflicts to Systagenix immediately and irrevocably indemnifies Systagenix by affixing his/her signature to this agreement, against any claims of whatsoever nature that may emanate from such conflicts, irrespective whether such conflicts have been disclosed to Systagenix or not. The Contractor will not sub-contract, cede or assign any service in terms of this agreement to any person without the prior written consent of Systagenix.
- 4.7 No Purchase Obligation. Systagenix and the Contractor agree that nothing in this Agreement requires, or shall be construed to require, the Contractor to use, order, purchase or recommend the use, ordering or purchase of any Systagenix products or services. The Contractor represents and warrants that nothing in this Agreement will affect his/her judgment as to the products and services that are best for his/her patients or otherwise affect his/her decisions regarding the use, ordering or purchase of medical products or services.
- 4.8 Compliance with U.S. Foreign Corrupt Practices Act and Anti-Bribery Laws and relevant applicable local laws. In furtherance of the Contractor's obligations hereunder, the Contractor agrees that, in connection with the performance of the Services hereunder, he/she shall not make, either directly or indirectly, any payments, in money or any other item of value (including gifts) or make any offers or promises to pay any money or any other item of value (including gifts) to,
- (a) any government official,
 - (b) any political party,
 - (c) any candidate for political office, or
 - (d) any other person or entity,
- with the knowledge or inference by a reasonable person regarding the circumstances surrounding such payment that such payment, offer or promise to pay will be made to any such official, party, candidate or person for the purpose of influencing same to make one or more decisions favourable to Systagenix, the Contractor, or both. The Contractor further represents that no government official is a dealer, owner, agent, director, officer, affiliate, or employee of the Contractor or any other entity in which the Contractor has an interest, and no government official has any material financial interest in the business of the Contractor.
- 4.9 The Contractor acknowledges the provision of the Services is set within critical parameters of time and shall ensure a timely provision of the Services.
- 4.10 The Contractor shall co-operate with Systagenix at all times to ensure an appropriate level of interaction between Systagenix and the patient/s.
- 4.11 Systagenix shall provide the Contractor with the tools reasonably required of the trade to fulfill the services rendered in terms of this agreement. This will entail product training by the appropriate Company Representative, detail aids and published articles as reasonably required and available.
- 4.12 In order for the parties to comply with the legal provisions applicable, the Contractor will ensure that the patient has been prescribed the product after due treatment informed consent processes and that the patient duly signs **the Systagenix Patient Informed Consent form** (Schedule 1). The Contractor undertakes to sign an additional consent form with the patient where the patient agrees to the services being rendered by the Contractor, which includes the necessary protections in relation to personal and health information.

- 4.13 After approval of the prescribed treatment and in accordance with the arrangements by and with the responsible healthcare institution, surgeon or doctor, Systagenix shall deliver the appropriate products and engage with the appropriate Health Care Funder. The Contractor will not bill for V.A.C.® Therapy products. All reimbursement from Health Care Funders will be conducted directly between Systagenix and the appropriate Funder.

5. Insurance

- 5.1 During the term of this Agreement, the Contractor shall maintain at his/her own expense, adequate insurance in respect of potential liability, loss errors and omission and/or damage arising in respect of claims for property damage, personal injury, public liability and professional indemnity relevant to the performance by the Contractor of the Services pursuant to this Agreement.
- 5.2 The Contractor remains liable for his/her actions in the execution of this agreement and confirms that s/he will provide all services within the ethical- and legal frameworks applicable to his/her profession, in particular the preservation of the interest of the patient / client to receive clinically appropriate care, respect for the wishes of the patient / client and the right of patients / clients to provide informed consent for all treatment and care.
- 5.3 The Contractor will not hold Systagenix liable for any aspect relating to the services rendered in terms of this agreement. The Contractor will not hold Systagenix liable for any direct or indirect loss, harm or damages resulting from the execution of this agreement.

6. Health and Safety

Contractor acknowledges that:

- 6.1 This Agreement constitutes an agreement in terms of the Section 37(2) of the Occupational Health and Safety Act, whereby all responsibility for health and safety matters relating to the Services shall be the obligation of the Contractor and,
- 6.2 He/she shall be deemed to be an employer in its own right whilst performing the Services and in terms of Section 16(1) of the Occupational Health and Safety Act; he/she shall accordingly ensure that the requirements of such Act are complied with.

7. Confidentiality

- 7.1 In the course of this Agreement, it is anticipated that the Contractor will learn of, and have access to, information that Systagenix regards as confidential or proprietary. The Contractor will keep confidential this and any other information which the Contractor may acquire with respect to Systagenix business, including, but not limited to, information developed by the Contractor and information relating to new products, customers, pricing, business strategies, know-how, processes, and practices, unless and until Systagenix consents in writing to its disclosure, or unless such knowledge and information otherwise becomes generally available to the public through no fault of the Contractor.
- 7.2 This undertaking to keep information confidential will survive the termination of this Agreement.
- 7.3 The Contractor will return any and all information, documents and materials provided by and/or belonging to Systagenix immediately after termination of this Agreement, as specified below in Paragraphs 11 and 13.
- 7.4 During the term of this Agreement, the Contractor shall return any information, documents or material directly upon Systagenix request, however no later than 2 calendar days after receiving such a request.
- 7.5 All information relating to patients'/clients', their families' health information, conditions and health status, stay in or visit at any health facility and all other personal information of patients/clients and/or their families must remain confidential at all times.

8. Relationship with Others

For the term mentioned in Paragraph 11 of this Agreement, the Contractor agrees not to, directly or indirectly utilize any of the information obtained from Systagenix or any information developed during the course of performing the Services for Systagenix, for any other entity or person in the development, manufacture, distribution or sales and related services and activities.

9. Independent Contractor

The Contractor is an independent contractor and not an employee or agent of Systagenix, in accordance with section 198(3) of the Labor Relations Act 66 of 1995. Unless specifically stated, nothing in this Agreement shall render the Contractor, nor authorize or empower the Contractor to speak for, represent or obligate Systagenix in any way.

10. Force Majeure

10.1 If a party is prevented, hindered or delayed from or in performing any of its obligations or duties under this Agreement by an event which is due to any cause beyond the parties' reasonable control, such as prohibitions of governmental institutions, general emergency, strike or lockout, war, civil unrest or insurrection, fire or natural disasters ("Force Majeure Event"), the non-performing Party's obligations under this Agreement are suspended while the Force Majeure Event continues, such non-performance not having been prevented by reasonable measures, provided that immediately after the start of the Force Majeure Event the non-performing Party shall notify the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement.

10.2 The non-performing Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement.

10.3 Immediately after the end of the Force Majeure Event the non-performing Party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.

10.4 If the Force Majeure Event continues for more than 30 days starting on the day the Force Majeure Event starts, a Party may terminate that portion of the Agreement.

11. Term

This Agreement shall have a term as specified in Paragraph 1, Point 1.2 on Page 1 of this Agreement. Systagenix may agree to renew this Agreement thereafter.

12. Performance

Systagenix reserves the right to examine the performance of the Contractor in terms of this agreement and to require of the Contractor upon request, to provide satisfactory proof or information in relation to the rendering of services in terms of this agreement.

13. Termination

13.1 Systagenix may terminate this Agreement forthwith by giving the Contractor written notice of termination if the Contractor:

- a) breaches any of its obligations as stipulated in this Agreement; or
- b) fails to provide the standard of performance of Services that substantially meets Systagenix' reasonable expectations; or
- c) fails at any time to provide the Services.

13.2 Systagenix may terminate this Agreement without cause by giving the other party thirty (30) calendar days' prior written notice.

- 13.3 Upon termination or cancellation of Systagenix' arrangements with any health care institution, doctor or patient or any part thereof for any reason whatsoever, the designated Services to be performed by the Contractor corresponding to that arrangement shall be deemed to have terminated automatically and simultaneously therewith and the Contractor shall not under any circumstances have any claim of whatsoever nature and howsoever arising against Systagenix for any damage or loss incurred as a result of such termination or cancellation.
- 13.4 This Agreement shall terminate effective upon notice by Systagenix in the event of death, incapacity, winding up, bankruptcy, going into receivership or any other similar situation of the Contractor.
- 13.5 Termination of this Agreement shall not relieve the Contractor of its obligations as mentioned in Paragraph 7 above.

14. General

- 14.1 The Contractor is not allowed to appoint a substitute, an employee, an agent or otherwise, to perform the Services agreed under this Agreement.
- 14.2 In the event of the actual or threatened breach of any of the terms of this Agreement Systagenix will have the right to demand specific performance and seek injunctive relief.
- 14.3 The rights granted under this Paragraph 12 are in addition to all other remedies and rights available at herein equity.
- 14.4 No failure to exercise and no delay in exercising, any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.
- 14.5 Unless otherwise provided, this Agreement may only be amended by the mutual agreement of the parties in writing.
- 14.6 This Agreement, including all its Schedules, constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all earlier conduct by the parties or prior agreement between the parties with respect to its subject matter.
- 14.7 Each of the provisions of this Agreement is separate, separable and enforceable and, accordingly, if at any time any provision hereof is adjudged by any court to be void and unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 14.8 In the event a provision is adjudged to be void, invalid or unenforceable, a new valid provision will be agreed upon between the parties to replace such a provision, reflecting at best the intention of parties.
- 14.9 This Agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. Any party may enter into this Agreement by signing and executing any such counterpart and each counterpart may be signed and executed by the parties and transmitted by facsimile transmission or email and shall be as valid and effectual as if executed as an original.
- 14.10 This Agreement will be prepared in English.
- 14.11 This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of South Africa. The parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Johannesburg.
- 14.12 For all processes and notices for all purposes arising out of or in connection with this Agreement the parties' respective addresses shall be:

**Systagenix Wound Management SA (Pty) Ltd:
Unit 24 Thornhill Office Park, 94 Bekker Rd, Vorna Valley, Midrand, 1695**

Consultant:



15. Indemnity

- 15.1 Systagenix shall indemnify the Contractor against all losses, liabilities, damages, claims, actions, proceedings, costs or expenses (including legal costs on a full indemnity basis) incurred, arising out of failure of the Products or negligent or willful conduct by Systagenix.
- 15.2 The Contractor shall indemnify Systagenix and its respective officers, employees and agents against all losses, liabilities, damages, claims, actions, proceedings, costs and expenses (including legal costs on a full indemnity basis) incurred by any of them arising out of, or incurred in connection with,
 - a) any negligence, recklessness, default, breach of law, fraud or dishonesty on the part of the Contractor hereunder; and
 - b) the failure of the Contractor, to comply with any representations, warranties, agreements or any other provisions of this Agreement.
- 15.3 The obligations in this Paragraph 15 continue after the termination of this Agreement.

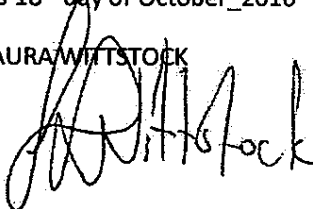
for

Systagenix Wound Management SA (Pty) Ltd

Signed at Midrand on this 18th day of October 2016

NAME and SURNAME: LAURA WITTSTOCK

SIGNATURE:



WITNESS:

NAME and SURNAME: _____

SIGNATURE: _____

for

Contractor

Signed at _____ on this _____ day of _____ 20____

NAME and SURNAME: _____

SIGNATURE: _____

WITNESS:

NAME and SURNAME: _____

SIGNATURE: _____



SCHEDULE 1**DESCRIPTION OF SERVICES, PERFORMED UNDER THE RESPONSIBILITY OF THE CONTRACTOR****1. General Services**

The Contractor shall provide general medical/nursing support to patients who are being treated using the V.A.C Therapy System.

2. Specific/Essential Tasks

More specific and in addition to the General Services the Contractor shall:

- (i) change dressings as per stipulated protocol and provide Systagenix with photo/s of the treated wound(s) on a weekly basis. All photos must include an Acelity disposable ruler with the following information on the ruler:
 - Name and Surname of the Patient
 - Date of Photo
 - Location of Wound
 - Wound dimensions
- (ii) Submit a weekly progress report on process of healing of the wound(s) treated.
- (iii) Submit a photo of the serial number of the Therapy Unit in use at the first dressing change.
- (iv) Provide progress reports to Systagenix and the health care institution or doctor responsible for the treatment of the patient, in the format required.
- (v) Submit a photo of the wound(s) and final report when VAC therapy has been discontinued.

3. Service Levels

More specific and in addition to the General Services the Contractor shall:

- (i) Ensure a maximum response time of 2 hours, for all call outs to the hospitals.

4. All Hospitals in your area to be serviced if necessary.**5. Informed Consent**

The Contractor shall ensure that every patient in his/her care signs a Systagenix Patient Informed Consent Form (example follows). The signed Patient Informed Consent form needs to be returned to Systagenix via fax (011-3151757) or email (kcisa@kci-medical.com).

The contractor will ensure that he/she has a standard additional consent form between the contractor and the patient where the patient agrees to the services being rendered by the Contractor, which includes the necessary protections in relation to personal and health information.

6. VAC Therapy Reimbursement

The Contractor shall work closely with Systagenix Representatives to obtain the appropriate documentation to ensure reimbursement for each patient implemented on V.A.C. therapy.

INFORMED CONSENT: WOUND CARE

1. I confirm that my Health Care Professional has discussed the available treatment options for my current diagnosis with me.
2. My Health Care Professional has also discussed with me the benefits, costs and risks associated with each treatment option.
3. I declare that I understand the various options, benefits and risks as outlined by the Health Care Professional and hereby provide informed consent for the use of the prescribed therapy, which includes the relevant consumables and loan equipment, if applicable as part of the treatment for the condition.
4. I understand that the treatment of my condition entails the consultation fees of the doctor, the costs of the prescribed treatment (which includes consumables and loan equipment, if applicable), as well as costs associated with hospital care and/or home nursing care (if applicable) and hereby provide my informed consent to the costs associated with the treatment.
5. I acknowledge that the fees and treatment costs, including the cost of the prescribed therapy and consumables actually incurred may differ from those reimbursed by my medical scheme, and I agree that I am liable for any shortfall in such instances.
6. I acknowledge that, should I be provided with loan equipment, that such equipment belongs to the manufacturing company, in spite of it being used as part of my treatment.
7. I hereby consent to the processing and disclosure of my healthcare and personal information and the taking of photographs for the purposes of motivating for medical scheme reimbursement and/or pre-authorization. Personal information will include the following, but not limited to:
 - Patient Full Name and Surname
 - Patient date of birth
 - Treating Doctor's Name, Surname and Practice Number
 - Medical Aid & Medical Aid Number
 - Full Delivery Address and contact telephone number
 - Hospital, ward
 - Type of consumables required
 - Type of therapy unit required
 - Patient's home address and contact telephone number
 - Wound/Treatment history, photo's and coding

Personal information to be used only for order entry, order processing, order delivery, delivery of product ordered for a specific patient, invoicing to Insurance companies, complaints and disputes handling, answering questions received from patients and customer services, and IT data back-up.
8. The consent which I provided is to the specific therapy described above and that such information may not be used for any other purpose/s. I furthermore consent to the transfer of my healthcare and personal information outside of South Africa to a third party recipient(s) within the Acelity group of companies, as well as their duly appointed data operators, for the purposes of order entry, order processing, order delivery, delivery of product ordered for a specific patient, invoicing to Insurance companies, complaints and disputes handling, answering questions received from patients and customer services and IT data back-up
9. I acknowledge that, although pre-authorization has been obtained or will be obtained for the treatment, the subsequent application of medical scheme rules or managed care processes may result in the decline or reversal of authorisation, and I undertake to address this issue with my medical scheme, should it arise. I also acknowledge that I have a right to appeal against any decision of my medical scheme, and after addressing the issue internally, that I have the right to complain at the Council for Medical Schemes:
 Email: Complaints@medicalschemes.com
 Fax: (012) 431-0608
 Postal Address: Private Bag X34, Hatfield, 0028
10. I have been informed of the care required in relation to the treatment. I understand that, should I not adhere to the advice and instructions or the doctor and/or nursing staff, I cannot hold the practice, its staff and/or the manufacturers of any product or consumable liable for any harm that may flow from not following the said advice or instructions.

Signed at _____ on this _____ day of _____ 20____

Full Name and Surname of Patient: _____

Signature of Patient: _____

Contact Telephone Number: _____

Full Name and Surname of Next of Kin: _____

Signature of Next of Kin: _____

Contact Telephone Number: _____

SCHEDULE 2**FEES/PAYMENT/STOCK/TRAINING/PROTOCOL****1. Fees**

- 1.1 For the services performed and invoiced by the Contractor to the satisfaction of Systagenix, the Contractor will invoice Systagenix for effective services at the rates as detailed on Page 11 of this Agreement.
- 1.2 This rate is fixed and in lieu of all costs incurred in relation to V.A.C. Therapy.
- 1.3 The schedule of fees as detailed on Page 11 of this Agreement may be subject to change within the duration of this agreement. Any changes to fees will be communicated to the Contractor in writing.

2. Payment and conditions

- 2.1 Systagenix will pay invoices received as indicated by your preference (Paragraph 2, Page 2). Only valid tax invoices that comply with local statutory law will be reimbursed.
- 2.2 All tax invoices must be submitted according to the due dates. All transactions will be subject to verification against orders and invoices with respect to specific patients. Any discrepancy between the Contractor's invoice and Purchase Orders could result in non-payment.
- 2.3 Failure to submit weekly wound progress reports as required could result in non-payment.
- 2.4 All claims/invoices must be submitted within 60 days of the last treatment date of that specific patient failing which, will result in the Contractor's claim/invoice being considered stale and non-payable.

3. Stock/Therapy Unit

- 3.1 It's the responsibility of the Contractor to supply Systagenix with a progress report and stock level requirements on a weekly basis. On completion of VAC therapy, the therapy unit and all excess stock should be returned to Systagenix. Such arrangements for return may be made with the Systagenix Internal Sales Coordinators on 011 – 315 0445 or via email (kcisa@kci-medical.com).
- 3.2 Only stock invoiced to the patient/funder, by Systagenix, being treated at the time must be used. Under no circumstances should Systagenix stock be swapped (between patients) or excess stock from previous treatments (patients) be used.
- 3.3 Engagement in such practice could result in termination of this agreement.
- 3.4 The Contractor should inform Systagenix of the upliftment of the V.A.C. Therapy unit, immediately after treatment has been discontinued.

4. Training

Systagenix shall provide the Contractor with the required tools of the trade to fulfill the services rendered in terms of this agreement. This will entail product training by the appropriate Company Representative, detail aids and published articles as required and available.

5. Protocol

The V.A.C. Therapy treatment protocol must be strictly adhered to at all times. Any deviation from this protocol will only be at the discretion of the treating physician.

/Schedule 2 contd...

Schedule 2/...

Schedule of Fees

a) Assessment	R185.00	Payable once Systagenix has received an Assessment form & photo
b) 1 st Dressing change (theatre)	R650.00	Payable on theatre implementation and clear photo of unit serial number
c) 1 st Dressing change (non-theatre)	R430.00	Payable as per consumables delivered for specific patient and clear photo of unit serial number
d) Dressing change	R430.00	Payable as per consumables delivered for specific patients
e) Call-out	R185.00	Reason for call-out to be provided per claim
f) Removal of VAC [®] therapy (applicable only on Discontinuation of treatment)	R185.00	Payable once Systagenix has received final photo & report, with reason for discontinuation of treatment
e) Prevena Application	R185.00	Payable upon receipt of Patient Assessment Form, Photo, Personal and Medical Aid information

For VAT registered entities, provided that VAT number and VAT Registration Certificate has been provided to Systagenix and appears on Contractor's invoices/claims

a) Assessment	R210.90	Payable once Systagenix has received an Assessment form & photo
b) 1 st Dressing change (theatre)	R741.00	Payable on theatre implementation and clear photo of unit serial number
c) 1 st Dressing change (non-theatre)	R490.20	Payable as per consumables delivered for specific patient and clear photo of unit serial number
d) Dressing change	R490.20	Payable as per consumables delivered for specific patients
e) Call-out	R210.90	Reason for call-out to be provided per claim
f) Removal of VAC [®] therapy (applicable only on Discontinuation of treatment)	R210.90	Payable once Systagenix has received final photo & report, with reason for discontinuation of treatment
e) Prevena Application	R210.90	Payable upon receipt of Patient Assessment Form, Photo, Personal and Medical Aid information

SCHEDULE 3

INVOICE FORMAT REQUIREMENT AS PER SARS REGULATIONS:

SARS has stipulated that we are only allowed to pay invoices that are correctly billed. An appropriate invoice has been provided with Assessment and Progress Report forms by Systagenix.

Systagenix requires one (1) invoice per patient.

Every invoice submitted must have a Date and Invoice Number in order to be considered for payment. The onus of accuracy of such invoices rests with the Contractor.

Invoices must be emailed to Laura.Wittstock@acelity.com if you do not have access to email, you may fax your invoices to Laura Wittstock at **086 296 0178**.

Systagenix accepts no responsibility if invoices are faxed or emailed to any fax number or email address apart from those provided above.

If you do not use the Standard Systagenix Templates, please see appended Sample Invoice as a guideline.



INVOICE / FACTUR

JANE JONES
XYZ NURSING SERVICES

[Street Address] 123 ABC STREET
 [City] JOHANNESBURG
 [Code] 2001
 [Phone] [Fax] 011 - 123 45678
 [e-mail] xxx@gmail.com

INVOICE NO.: 1
DATE: April 25, 2016
Vat number: n/a
Practice number: 1234567

INVOICE TO:

Systagenix Wound Management SA (Pty) Ltd
 Building no. 24, Thornhill Office Park
 94 Bekker Rd. Midrand
 Tel: 011 315 0445
 VAT number: 4420191225

Patient	Description	Home/Hospital	Date	PRICE
MR ABC SMITH	ASSESSMENT	HOSPITAL (EUGENE MARAIS)	01/02/2013	185.00
MR ABC SMITH	DRESSING CHANGE	HOME	03/02/2013	430.00
MR ABC SMITH	DRESSING CHANGE	HOME	05/02/2013	430.00
MR ABC SMITH	CALL-OUT	DRESSING LEAK	06/02/2013	185.00
MR ABC SMITH	DISCONTINUATION	HOME	08/02/2013	185.00

PNP Banking Details:

STANDARD BANK	SANDTON BRANCH
BRANCH CODE	1235
TYPE	CHEQUE
ACCOUNT NO.	123456789

SUBTOTAL
VAT
TOTAL 1,415.00

SCHEDULE 4

ADVERSE EVENTS

COMPLAINTS

a) Patient Complaints

Patient complaints regarding service or operational complaints may be addressed with your Systagenix Account Executive or Key Accounts Manager. Alternatively you may contact the appropriate Regional Sales Manager:

Anne McKenzie (Anne.McKenzie@acelity.com)

Gauteng

North West

Free State & Northern Cape

Limpopo

Mpumalanga

Yoland Berkhout (Yolandi.Berkhout@acelity.com)

Eastern Cape

KwaZulu-Natal

Western Cape

b) Product Complaints

The Company definition of a Product Complaint is:

"Any written or electronic communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance of a device after it is released for distribution, or otherwise indicates a device did not perform to the customer expectation".

Systagenix has a legal and ethical obligation to ensure our products do not harm patients or users. Instituting a product complaint enables the Company to:

- Investigate recurring product quality issues need to be identified and evaluated. "If we do not know it is wrong, we cannot fix it".
- Provide Customer satisfaction
Systagenix has a responsibility to ensure that concerns and complaints are managed appropriately, promptly and in a professional way.
- Regulatory requirements
Various global regulations and local laws are in place that require Systagenix to effectively manage product complaints.

If you have a product complaint, please contact your Systagenix Account Executive or Key Accounts Manager to guide you through the process of lodging a complaint. Alternatively you may contact the Marketing Manager (Yolande.Botha@acelity.com).

BANKING DETAILS:

NAME OF ACCOUNT HOLDER: _____

NAME OF BANK: _____

BRANCH: _____

BRANCH CODE: _____

ACCOUNT NUMBER: _____

TYPE OF ACCOUNT: _____

NB: IF BANKING DETAILS CHANGE THE COMPANY REQUIRES A BANKED STAMPED LETTER CONFIRMING SUCH CHANGE. THIS CAN BE FAXED (086 296 0178) OR EMAILED (Laura.Wittstock@acelity.com).



