

Online Intake Form

By clicking “agree” you hereby confirm that you are desirous of entering into an agreement with Premier Body / we / us (“PB”), and wish to establish the conditions required for the proper facilitation of the provision, by PB, and use / receipt, by you (the Patient and/or the Guardian of the Patient, if applicable, and hereinafter referred to as “you” / “your” / “the Patient”), of:

- 1) a hormone therapy / TRT programme for men;
- 2) hormone therapy programme for women;
- 3) medical weight management programme;
- 4) insulin resistance programme;
- 5) diabetes programme;
- 6) pre-diabetes programme;
- 7) supplements programme;
- 8) peptide therapy (including IV drips);
- 9) Vitamin IV drips; and/or
- 10) blood tests,

(“the Services”), and

you hereby acknowledge that you are bound to, provide your consent to, and confirm that, the agreement governing the Services to be provided by PB to you is hereby codified, in writing, subject to the terms and conditions which follow (the “intake form” (Part 1) and the “Medical Services Agreement (Part 2) (hereinafter collectively referred to as “the/this Agreement”). You acknowledge and agree that in the event and to the extent of a contradiction between the PB consent form and the Medical Services Agreement, the terms of the Medical Services Agreement shall prevail to such extent.

Part 1 – INTAKE FORM

1. Introduction

- 1.1. By accepting to be bound by this Agreement, you confirm that you have been informed of and are aware:
 - 1.1.1. of the procedures which will be followed;
 - 1.1.2. of the existence of feasible alternative (unconventional) options / treatments to achieve the intended outcome(s) for the Patient (which are made available through alternative treatment programmes);
 - 1.1.3. that not all of the medications provided / prescribed shall be SAHPRA-approved; and
 - 1.1.4. the risks and benefits of utilising any of the products necessary to give effect to the Services (“Products”, as defined in the Medical Services Agreement).
- 1.2. By accepting to be bound by this Agreement, you further confirm that you have answered all of the questions in the PB questionnaire, accurately, honestly and in sufficient detail.

2. Procedure

2.1. General Procedure

- 2.1.1. The following procedure shall apply across all programmes and therapies unless indicated to the contrary elsewhere in the Agreement, and/or in a separate document relevant to any specific and/or general programme/s and/or therapy/ies. Should any procedure with respect to a programme and/or therapy differ from the procedure as set out herein, such procedure shall only supersede this procedure in the event of and to the extent that any contradictions exist between the respective procedures.
- 2.1.2. In order to proceed with any of the Services, you will be required to register with us.
- 2.1.3. Once registered, the Patient will need to fill in a comprehensive PB medical questionnaire and complete the necessary physical examinations and blood tests as directed by the PB Doctor (“the Doctor”).
- 2.1.4. Upon completion of the PB medical questionnaire, you will gain access to the online store and will be able to book and pay for a consultation with the PB Doctor. Note that the consultation fee is non-refundable.
- 2.1.5. After receipt of payment for the consultation, we will call the Patient to arrange a suitable time for a consultation.
- 2.1.6. During the consultation, the PB Doctor shall conduct whatever assessments as are necessary and based on the consultation, shall send you for blood tests in order to determine the Services for which you qualify to receive Services.
- 2.1.7. You understand that PB reserves the right, without prejudice and in its sole and absolute discretion, not to offer any Service and/or Product to you, this notwithstanding that other medical professionals may, based on the blood test results as received by you / PB, prescribe various relevant Products to you.
- 2.1.8. Such Services which require a medical sign-off shall not be provided to a Patient who does not qualify to receive such Services, to the extent thereof, based on the Patient’s medical profile, which medical profile shall naturally change from time-to-time. As such, the Doctor may elect, at his/her sole and absolute discretion, to cease the provision of Services, to whatever extent as may be necessary, at any time. This cessation of the provision of Services and/or Products includes but is not limited to: the Doctor being reasonably concerned about the Patient’s abuse of medication.
- 2.1.9. It is a pre-requisite for the provision of any Service and/or Product/s, save for peptide-infused and regular IV drips, that you first provide the PB Doctor with recent blood test results, as required by the PB Doctor.
- 2.1.10. It is a pre-requisite for the provision of any and all peptide-infused IV drips that you first consult with the PB Doctor.

- 2.1.11. Products / medication / treatments will only become available after your consultation with the PB Doctor, once the Doctor is satisfied with his/her knowledge of your medical profile, and once you have signed our principal terms and conditions (in Part 2), which terms and conditions shall be read in conjunction with these terms and conditions (in Part 1), and which shall supersede these terms and conditions in the event and to the extent that there is a contradiction between these terms and conditions and the principal terms and conditions.
- 2.1.12. By agreeing to proceed with the alternative treatment programme, you confirm your satisfaction with the procedure involved, including but not being limited to: dosage; frequency of ingestion; and active management of the programme – as explained to you by the PB Doctor.
- 2.1.13. You agree that PB shall, at its sole and absolute discretion, request additional tests, examinations and/or consultations, the costs of which additional tests, examinations and/or consultations shall be for your account. These additional tests, examinations and/or consultations may occur prior to, at the beginning of or at any time during a programme or during therapy.
- 2.1.14. **You agree that IN THE CASE OF AN EMERGENCY, the Patient will IMMEDIATELY CONTACT A General Practitioner (“GP”) / his/her Primary Healthcare Provider (“PCP”) OR GO TO AN EMERGENCY ROOM.**

2.2. In-programme procedure

- 2.2.1. Upon conducting the necessary medical examinations (including blood tests) as required by PB (with all blood tests being for the Patient’s account), and should the PB Doctor enrol the Patient onto a programme, the Patient will receive the necessary medication, only as prescribed by the PB Doctor. Products will either be administered at the PB premises or, if applicable and at PB’s sole and absolute discretion, the Product may be administered outside of the PB premises, in which case the Product may be delivered to / collected by the Patient, subject to the Patient undergoing necessary training for such purposes. Unless indicated to the contrary by PB, Products shall be administered or collected once per week, and during a timeslot as indicated to the Patient by PB. Random walk-ins are strictly prohibited.
- 2.2.2. The duration of the programme shall be for a minimum of 12 weeks, unless indicated to the contrary by PB to the Patient.
- 2.2.3. The Patient must be available 4 - 6 weeks into any programme (and every 3 - 4 months thereafter) for any follow-up blood testing, examination and/or consultation as required.
- 2.2.4. Notwithstanding clause 2.2.5 below, the Patient agrees to consult, in person, with the PB Doctor or a registered PB nurse for the administering of the medication.
- 2.2.5. If relevant, the Patient will check his/her Product deliveries for completeness and accuracy purposes as soon as it arrives and report any and all discrepancies to PB within 48 hours of receipt of any Product, failing which the Product/s shall be deemed to have been correct and without defect at the time at the time of dispatch / collection.
- 2.2.6. The Patient understands that PB representatives are available for questions and/or concerns during normal business hours (9am-5pm, Mon-Fri) throughout the course of the Patient’s treatment, with the exception of public holidays and/or due to any government restrictions.

3. **Healthcare Practitioner consultation**

You confirm that you have consulted with medical professionals with sufficient knowledge on the potential side-effects of the relevant alternative treatments and that you have made an independent decision to utilise the treatments made available by PB. Additionally, you confirm that you have discussed the treatments with your current PCP and obtained his/her guidance in respect of undergoing the treatments as are included in the programmes.

4. **Informed Consent for alternative treatment**

By agreeing to these terms and conditions, you confirm that you have been informed of and are aware of the feasible alternative options to achieve your intended outcome; and that you have researched the potential risks and benefits of utilising PB’s alternative treatments, including but not being limited to in the form of an IV drip and/or through self-administering the Products.

5. **Applicability**

- 5.1. You acknowledge and understand that the Patient shall only be entitled to receive various Products should the Patient qualify for such Products based on medical examinations – including blood test results – but which Products shall only be prescribed by the PB Doctor at the PB Doctor’s sole and absolute discretion. While PB is not required to provide reasons for the PB Doctor refusing to prescribe / make available, or continue to prescribe / make available Products, enrol a Patient into a programme and/or continue to enrol a Patient into a programme, should the PB Doctor in his/her professional and exclusive opinion and based on the information before the PB Doctor, believe:
 - 5.1.1. the Patient will not abuse / is not abusing any Product/s;
 - 5.1.2. the Patient’s mental and/or physical health could benefit from the Product/s; and/or
 - 5.1.3. the Product/s will not pose an immediate risk to the life and/or physical safety of the Patient or to any third party.
- 5.2. Notwithstanding clause 5.1, neither PB nor any PB shareholder, member, director, employee and/or staff-member shall be held liable for any adverse consequences, losses or damages suffered by the Patient arising out of, whether directly or indirectly, the provision of any Services, Products, therapies and/or Programmes, and/or cessation of any Services, Products, therapies and/or programmes.

5.3. The Patient consents that, at all times, the Patient shall advise his/her PCP (or any other doctor, as recognised by any authority within the Republic of South Africa) about the programme, shall not hide any information from his/her PCP relating to the programme and that the relationship formed between the Patient and the PB Doctor shall not replace the Patient's relationship with his/her PCP and/or other doctor.

5.4. The patient understands and agrees that this Agreement only governs the relationship entered into between the Patient and PB in respect of the purpose of the programme, to the exclusion of any specified medical conditions, and that any other medical problems which the Patient may experience now, or in the future, must be examined, diagnosed and treated by the Patient's PCP, and that the existence and the extent thereof must, at all times, be advised to the PB Doctor.

6. Restrictions and obligations

6.1. You understand that the programme which the Patient shall undergo is designed specifically for the Patient by the Doctor, based on diagnoses derived from the Patient's submitted medical history, blood/lab work, and a physical examination, and from information as otherwise requested by the Doctor and/or requested in terms of the Medical Services Agreement and other PB forms.

6.2. The Product/s shall be used by the Patient exclusively for the treatment of any diagnoses made by the PB Doctor and/or in line with any recommendations made by the PB Doctor, i.e. in line with the purpose of the programme. You warrant that the Patient will only use the Product/s at the prescribed rates and dosages, that the Patient will keep the Product/s out of reach of children, that the Patient will not give the medication to / share the medication with anyone else, that the Patient will follow all pharmacist explanations and the instructions contained in the medication pamphlet and/or on the packaging of the medication and that the Patient will not allow anyone other than the Patient to store and/or use the Product/s.

6.3. The Patient will not attempt to obtain "scheduled" medication illegally, or to receive medication from another healthcare practitioner without disclosing the Patient's then-current medication usage to the PB Doctor.

6.4. You agree that any Product/s as prescribed by the Doctor are for the Patient's personal use only and for no other purpose whatsoever. The Patient will not share, sell, or trade his/her medications.

6.5. The Patient will safeguard his/her Product/s from loss and/or theft and will be responsible for their safekeeping. Furthermore, the Patient will keep the Product/s in its / their respective labelled container/s.

6.6. The Patient will not use his/her prescribed Products for "anti-aging" or body building, or as a performance-enhancing substance.

6.7. The Patient agrees to and warrants that any and all medical information is accurately given to PB and that no medical information shall be withheld from the PB Doctor.

7. Payment procedure

7.1. The Patient agrees to follow the procedures as relayed to the Patient by a member of PB. The Patient further agrees to:

7.1.1. Pay in full towards the costs of the programme by him/herself, without set-off or deduction, into the Banking Account as designated by PB. To this extent, the Patient acknowledges and accepts that payments made by the Patient to PB in respect of any Service and/or Product programme is not covered, or reimbursable, by medical aid and/or by any private or governmental third-party payer.

Medical scheme reimbursement — reservation

7.1.2. PB and/or the PB Doctor may from time to time hold a Board of Healthcare Funders practice code or other registration that permits medical scheme claim submission. PB makes no representation as to (a) the current or continued existence of any such registration; (b) the availability of scheme reimbursement in respect of any Service, medication or disbursement; (c) the acceptance by any scheme of any claim; or (d) the amount any scheme may pay. The Patient remains fully liable to PB for all amounts invoiced, regardless of any scheme submission or outcome. Any assistance rendered by PB in the submission of a claim is an administrative courtesy only and does not transfer any liability to PB.

Dispensing arrangement

7.1.3. The PB Doctor holds a licence under section 22C of the Medicines and Related Substances Act 101 of 1965, entitling him to dispense certain medication directly to the Patient. Other medication (including compounded preparations and registered medicines) will be dispensed by Premier Rx (PB's licensed partner community pharmacy) or by a registered compounding pharmacy nominated by the PB Doctor. The PB Doctor may in his sole clinical discretion prescribe medication in the form he/she considers most appropriate to the Patient's circumstances, whether as a registered product or as a compounded preparation.

Prescription and payment options

7.1.4. Where medication is dispensed by Premier Rx or a compounding pharmacy, the Patient may elect: (a) to fulfil the prescription at a pharmacy of the Patient's own choosing (in which event no medication line appears on PB's invoice); (b) to authorise PB to procure the medication on the Patient's behalf but to pay the dispensing pharmacy directly (in which event PB shall invoice only for clinic services); or (c) to authorise PB to procure and to pay for the medication on the Patient's behalf, in which event

PB shall recover the gross amount from the Patient as a disbursement, at cost and without markup. In the absence of a written election, option (c) applies by default.

Patient's irrevocable authorisation

- 7.1.5. By enrolling on the programme the Patient irrevocably authorises PB to act as the Patient's agent for the procurement and, where the Patient so elects, the payment of medication on the Patient's behalf, for the duration of enrolment; this authority need not be re-confirmed for each dispensing cycle. Any variation of election must be in writing and takes effect from the next dispensing cycle. Amounts already paid or committed by PB before variation remain due to PB.

Invoicing structure and line items

- 7.1.6. PB's monthly invoice will comprise: (a) clinic services (including without limitation initial and periodic doctor consultations, monthly clinical review, quarterly comprehensive review, telehealth and medical-line access, nursing services, injection administration, treatment coordination, phlebotomy, medication collection, cold-chain courier delivery and itemised self-administration consumables); and (b) where applicable, a medication line. IF applicable, owing to a technical constraint of PB's invoicing software the medication disbursement line may be displayed with a value-added tax component. The Patient acknowledges that in substance the medication disbursement is treated as an agency payment made by PB to the dispensing pharmacy on the Patient's behalf, and waives any claim arising from the VAT presentation of that line.
- 7.1.7. PB reserves the right, in its sole and absolute discretion, to introduce, amend, restructure or remove any line item or price at any time, without prior notice. The Patient has no right to a fixed monthly amount, and PB makes no representation or warranty that the Patient's monthly total will remain constant from cycle to cycle. Variation in the strength, quantity or type of medication compounded or dispensed for the Patient will be reflected in the invoice.

Programme pricing and retrospective recharge

- 7.1.8. The line-item pricing on the Patient's invoice is programme pricing – a bundled, integrated rate applicable only for so long as the Patient receives and pays for the programme as an integrated whole. If the Patient refuses, fails or neglects to pay for any Service, consumable, disbursement or line item, or declines to attend or receive any component of the programme (including but not limited to the initial assessment, doctor consultations, monthly review, quarterly comprehensive review, telehealth access, nursing services, phlebotomy, treatment coordination, medication collection, courier delivery, consumables, dispensing or administration) for any reason: (a) any and all discounts, programme rates, bundled pricing, waivers, credits or reductions applied to any past or current invoice shall be immediately and automatically forfeited; (b) PB shall be entitled, at its sole and absolute discretion, to recharge the Patient retrospectively at its full standard non-programme rates for each and every consultation, review, telehealth interaction, injection, blood draw, coordination event, dispensing event, medication collection, courier shipment, consumable and any other item rendered by PB, the PB Doctor, Premier Rx, any compounding pharmacy, any nurse or staff member or contractor engaged through PB, from the commencement of enrolment to the date of default; (c) PB may issue a supplementary invoice reflecting the recharge, payable within seven (7) days of issue; (d) failure to pay entitles PB to charge interest at 10% per month compounded daily and to take such steps as PB may deem necessary to recover the amount (including legal proceedings, in which event the Patient shall be liable for PB's costs on the attorney-and-own-client scale); and (e) PB shall be entitled to suspend or terminate the Patient's enrolment with immediate effect. The Patient accepts that this is a genuine pre-estimate of PB's loss and not a penalty.
- 7.1.9. Effect monthly payments to PB. All payments must reflect in PB's bank account on or before the 1st day of each month, failing which PB may cancel the programme effective immediately.

8. Alternative treatment

Should the Patient elect to utilise alternatives to any medications / treatments, this is to be discussed with the PB Doctor prior to commencing with the relevant programme.

9. Risks and Benefits

- 9.1. You acknowledge that the risks which may arise from alternative treatments may not yet have been discovered due to the very nature that conventional medicine focuses its research efforts on conventional treatments.
- 9.2. You understand that the Patient may suffer adverse consequences from short-or-long term use of the treatments (Products) provided by PB (whether alternative or traditional). You confirm that you have performed sufficient research into the possible side-effects of using the Products and that you will not hold us liable, under any circumstances, for any consequences, losses and/or damages suffered by you as a result of, or relating to, the Products / Services provided by us, or the cessation thereof, whether such consequences, losses and/or damages are direct, indirect, special or consequential.
- 9.3. The risks and benefits are included in the Medical Services Agreement, which the Patient confirms he/she has read and understood.
- 9.4. In addition to anything else contained herein, the Patient will immediately report any adverse side effects related to the use of my medication to PB and discontinue use until advised to resume usage by PB.
- 9.5. The Patient further confirms that he/or she will not proceed with any programme unless he/she has read, understood and reconciled

him/herself the possible risks and benefits of the programme.

- 9.6. The Patient has the right to consent to or refuse any treatments, at any time, and should the Patient refuse continued treatment, the Patient agrees that PB will not be liable for any consequences, losses and/or damages suffered by you as a result of not continuing with the treatment. Notwithstanding the Patient's election to cease continued receipt of medical care, the terms of this agreement pertaining to cancellation shall still apply.

- 9.7. The Patient's acceptance of these terms (this Agreement) affirms the Patient's consent to participate in the relevant programme/s. The Patient understands the information provided to him/her on this form and agrees to the foregoing. The elected procedure(s) have been adequately explained to the Patient, to the Patient's satisfaction, by a Healthcare Practitioner. The Patient confirms that the Patient has received all necessary information, and sufficient explanations, including all risks concerning the procedure(s). The Patient hereby authorizes PB to proceed with the treatment, consents to receive the treatment, and indemnifies PB from any and all claims whatsoever arising out of the treatment / therapy / Product / programme / Service, or related thereto.

10. **Accuracy**

The Patient warrants that the information provided by the Patient to PB is accurate and complete, and further warrants that the Patient shall at all times provide PB with up-to-date information.

11. **Refusal**

The Patient acknowledges that PB may, at any point, for any reason whatsoever and without providing reasons – whether or not PB elects to inform the Patient of such reasons – refuse to provide the Patient with, or discontinue providing the Patient with any treatment / programme / therapy / Service / Product whatsoever.

12. **Warranties**

The Patient warrants that he/she fully accepts all responsibility for any consequences, losses or damages, whether direct or indirect, arising out of, or related to, the treatment / programme / therapy / Service / Product/s. The Patient hereby indemnifies PB against any and all claims and causes of action by reason of any complication, injury, loss of life, loss of income, disability and or damages, of any nature whatsoever, which the Patient or his/her dependents may suffer, as a result of any medical advice, treatment, therapy, programme, Product and/or Service, or lack thereof, provided or not provided to the Patient by PB at any point in time.

13. **Cancellation Policy**

- 13.1. You agree that should you elect to cancel the initial consultation, you will not be provided with a refund due to the PB Doctor reserving a timeslot to meet with you. Further, all subscription agreements may only be cancelled on one calendar month's written notice to us.

- 13.2. For example, should you provide PB with written notice of your cancellation from the month of December, such notice of cancellation must be provided to PB, in writing, on 1 November. Premier Body retains the right to charge your credit card for cancellation penalties and to claim any amounts owing by you in the appropriate legal fora.

- 13.3. Should any IV drip be booked / reserved, the cancellation penalty is supplemented as follows:

13.3.1. Premier Body will charge you 50% of the total fee (including a consultation charge, appointment charge and all costs related to the administering of the selected drip (and if no drip was prepared in advance, then our regular drip), including ingredients and equipment) if you fail to provide PB with at least 24 hours' notice of your cancellation, either over the phone or by way of email, and which cancellation is confirmed, in writing, by PB. The reason for the cancellation penalty is that PB prepares IV drips prior to the appointment (where necessary) and further as PB may reserve a specific timeslot for your appointment, to the exclusion of other persons. Payment of the late-cancellation fee will become due within 3 (three) days of the date of the cancelled appointment, or before you wish to utilise the Services, whichever occurs sooner.

- 13.4. Should Peptide therapy be cancelled by you, the cancellation penalty is supplemented as follows:

13.4.1. You agree that should you elect to cancel the treatment, you will not be refunded the reservation fee. The reservation fee will ONLY be refunded to you at our sole and absolute discretion, and only in the event that the PB Doctor, in conjunction with your PCP, is of the informed opinion that you should not undergo the desired treatment. In such event, you will be refunded 50% of the reservation fee to account for time spent by the PB Doctor in assessing your case.

14. **Processing of information**

- 14.1. PB will only process the information necessary in order to provide you with the requisite treatments. PB shall not share the Patient's

personal information with any third parties, save for the Patient's GP (if necessary and in the vital interests of the Patient) and with the Patient's next-of-kin (where necessary and in the vital interests of the Patient). Should the Patient wish for PB to erase the Patient's information, to amend the Patient's information or to advise the Patient which information PB has of the Patient, the Patient may do so by emailing the Patient's request to info@premierbody.co.za. See PB's Privacy Policy, forming part of the Medical Services Agreement for more details in this respect.

15. General

15.1. PB wishes to provide consistent, quality care to each patient. In this regard, PB recommends specific compounds of medications which are formulated by select compounding pharmacies approved by PB. Each compounding pharmacy approved by PB passes a series of stringent third-party tests to validate the purity, potency, sterility and absence of toxins. These pharmacies also have the ability to produce and readily provide our prescribed delivery methods, strengths, quantities and supplies needed for our patients to safely and consistently administer and reconstitute the physician's recommended treatment.

15.2. Patients may obtain medications from another provider; however, alternative professional fees may apply in order to adjust therapy protocols on an individual basis. For patient safety and therapeutic continuity, PB reserves the right to deny a provider if they cannot meet the compounding criteria of one or more individualized prescriptions.

Premier Rx and compounding pharmacies

15.3. Where reference is made in this Intake Form and in the Medical Services Agreement to compounding pharmacies or to PB's partner pharmacy, such reference shall include Premier Rx (PB's licensed partner community pharmacy) and any registered compounding pharmacy nominated by the PB Doctor from time to time. The Patient acknowledges that SAHPRA has confirmed that compounded GLP-1 preparations may be dispensed in the Republic of South Africa, subject to compliance with applicable statutory and regulatory requirements, and that the PB Doctor may prescribe such preparations in his sole clinical discretion.

16. Online Signature

I, by clicking accept, understand that the Intake Form (being a legally binding agreement) shall be read in conjunction with, and to supplement, the terms and conditions (forming the Medical Services agreement) and that both agreements shall be legally binding on me.

Part 2

Medical Services Agreement
entered into by and between:

("the Patient" / "you")

and

Premier Body ("PB")
For and on behalf of Dr Giuseppe Trincherio

PART A

1. Introduction

1.1. You are electronically assenting to this document in your capacity as the Patient, or as the guardian of the Patient and confirm that you have the right to: participate in decision-making on matters affecting your own or the patient's health; choose a particular health care provider and/or a particular treatment (if prescribed); and receive full and accurate information about the nature of your (or the patient's, if you are the guardian) health condition, and the proposed alternative and/or medical treatments to be prescribed, as well as the risks, benefits and costs thereof.

1.2. PB provides access to, amongst other things, a: men and women's health; Testosterone and Hormone Replacement Therapies; Peptides; weight management programmes; and IV vitamin drip business and website ("business" and/or "Website") which, *inter alia*, facilitates regular and telemedicine consultations between healthcare practitioners (including HPCSA-registered medical doctors ("Doctors") and patients for the treatment of certain men and women's health conditions and further, provides a platform through which the sale of products (both compounded pharmaceutical products from a registered partner pharmacy and non-pharmaceutical products manufactured and/or sourced by PB) which products are utilised to treat and/or support the treatment process of various conditions ("Products"), is facilitated.

1.3. PB provides easy and ongoing access to informative medical information and a Doctor(s); and it facilitates the regular delivery of the Products prescribed and/or recommended to you by the Doctor(s) (collectively, the "Services").

- 1.4. PB, in providing access to the Products, acts as a conduit merely facilitating your access to the Services rendered by the Doctor. You acknowledge that the Doctor and PB are independent parties, and neither party is an agent or a representative of the other.
- 1.5. Each composite element of the Services rendered by the Doctor and through PB, may be reviewed, updated, added to and/or removed from time to time, meaning that the Services set out in the Medical Services Agreement are not exhaustive, and that the definitions and/or terms contained herein may be varied from time to time to bring them in line with the updated Services offered by PB.
- 1.6. PB's Website content and any communications you have with PB representatives (other than Doctors or Healthcare Practitioners) does not constitute medical advice. You understand that notwithstanding the information provided to you by PB and/or the PB Doctor (whether orally, in writing or through the conducting of medical examinations), you should always obtain medical advice from an independent Doctor, or from your regular doctor, or specialist doctor (hereinafter collectively referred to as your "PCP"), to ensure that any particular medication or treatment is suitable and safe for you and that you are aware of any potential side effects which you may experience due to the use of the Products, whether as a result of your pre-existing medical conditions, if any, other otherwise. **You are entering into this Agreement on the basis that any decisions made by you in respect of receipt of the Services, are to be made after thorough consultation with your primary healthcare practitioner ("PCP").**
- 1.7. The Medical Services Agreement (the Principal Agreement), together with any relevant Intake Forms and indemnities and any other documents ("ancillary documents"), signed by you, which documents ought to be signed prior to commencing with respective treatments, as well as any additional payment terms, which payment terms shall be communicated to you in the form of an invoice, shall constitute the entire Agreement between you and PB ("the Agreement"). No warranties, representations or other terms and conditions of whatsoever nature not expressly recorded in the Agreement shall be of any force or effect.
- 1.8. In the event that the Medical Services Agreement contains contradictory terms to any ancillary documents, the terms of the Medical Services Agreement shall prevail to the extent of the contradiction, unless it is clear from an objective reading of the separate agreements that the terms of the ancillary documents shall prevail.
- 1.9. No variation of the terms of the Agreement shall be of any force or effect unless reduced to writing and signed by both Parties.
- 1.10. It is essential that all Services or Products used are to be used in conjunction with a healthy and balanced lifestyle. Should you fail to follow a healthy and balanced lifestyle, certain Services or Products may not work, or may not work optimally, the result of which neither the Doctor nor PB shall not be responsible under any circumstances.

2. Disclosure and Accuracy of Information

- 2.1. You agree that any and all information offered, proffered, provided, discussed with and/or communicated to any PB staff member, Doctor, or healthcare practitioner whilst making use of a selected service will be absolutely true and correct in every respect (to the best of your knowledge) and that you will not purposefully omit any information that could reasonably be judged to be potentially relevant to the Doctors and/or healthcare practitioners in conducting their consultations. You hereby acknowledge the importance of both the accuracy and completeness of the information you provide and the serious consequences as a result of not providing accurate and complete information.
- 2.2. The Services are provided in good faith based upon the information given by you, during or on the in-person or online consultation, in-person or online form submission, phone calls, e-mails and/or text messages. As such, you are required to disclose all relevant information, no matter how trivial you may believe the information to be, pertaining to your current health condition and past medical history that may reasonably have a bearing on the provision of Services, including medical and medicine-use history ("medical history"). It is essential that you provide your full medical history to PB, the Doctors and relevant staff as this may impact your treatment and/or may lead to your experiencing adverse side-effects. You agree that you have and/or shall at all times, to the best of your knowledge, disclose/d your full medical history, along with any relevant family (hereditary) medical conditions such as, without limitation, heart, liver and/or kidney disease.
- 2.3. It is your responsibility to inform your existing PCP of any medicines the PB Doctor/s prescribe / recommend for you, in addition to the treatment cycles you are undergoing, and that your PCP is provided with copies of all blood tests and analysis that you do. You further agree to immediately contact your PCP and the PB Doctor/s of any side effects which you may experience as a result of the intake of any medication prescribed to you by the PB Doctor/s.
- 2.4. Should you have suffer from **depression, anxiety, mental illness/disorders**, mild or major **heart conditions** and have a family history of **cancer** and/or **heart conditions**, you agree that you understand the **risks** involved in utilizing various of the Services (with Products shall as Phentermine, particularly those which have ancillary benefits of weight-loss, which risks include but may not be limited to an increased heart rate (**tachycardia**)). You confirm that the Doctor has explained the risks to you in detail, and that you are proceeding with the Services/Products with the full knowledge of the potential side effects which may be caused / exacerbated by the utilisation of the Services/Products.

No Change in Health Condition

- 2.5. In your first consultation you will inform the PB Doctor or all medicines which you take, including but not being limited to: prescription and over-the-counter medicines, vitamins, herbal supplements, and other medicines. You undertake to contact the PB Doctor and/or your PCP immediately should your condition change or your symptoms worsen, and on the changes to medications which you take, whether chronically or otherwise. If you require urgent care, you should contact your local emergency services immediately.

Legal Basis

- 2.6. The medico-legal relationship, if any, created through the provision of Services, the prescription and/or recommendation of Products and any communications by and between you and the Doctor is by and between you and the attending Doctor, with PB acting as a conduit through which you gain access to the Doctor's Services.
- 2.7. In respect of you and PB, a legal relationship is created by your accession to these terms in respect of payments, co-ordination of deliveries and Intellectual Property rights.

3. Services

- 3.1. PB takes no responsibility and makes no warranties, express or implied, in relation to the contents of any consultation between you and the Doctor(s) or healthcare practitioner(s). You and the Doctor(s) or practitioner(s) are responsible for the conduct of the consultation and all information or communications exchanged amongst and between you.
- 3.2. For electronic ("telemedicine") consults, the Doctor(s) and healthcare practitioner(s) take exactly the same personal responsibility for you as they would if they were seeing you in person. The Doctor(s) and healthcare practitioner(s) will make notes of their consultation(s) with you, and it is their responsibility to hold and maintain your records as required by law. PB may from time to time hold copies of your online medical form submissions and notes made by the Doctor(s) or healthcare practitioner(s) when such information is relevant to PB (in accordance with our Privacy Policy).
- 3.3. Where relevant, PB does not guarantee that an online consultation is the appropriate course of action for your particular health care problem. This assessment will be made by the Doctor(s) and/or healthcare practitioner(s). If a Doctor or healthcare practitioner recommends further clinical examination, you agree to seek out the recommended treatment.
- 3.4. You agree that if you suffer from any noticeable side-effects, you will contact your PCP or PB to facilitate a further consultation with your PCP, the Doctor or a healthcare practitioner.
- 3.5. The registered medical doctor engaged through PB (the "PB Doctor") holds a licence issued in terms of section 22C of the Medicines and Related Substances Act 101 of 1965 ("section 22C licence") entitling him to dispense certain medication directly to you. Certain other medication will be dispensed by Premier Rx (PB's licensed partner community pharmacy) or by a registered compounding pharmacy nominated by the PB Doctor. The PB Doctor may in his sole clinical discretion prescribe medication in the form he considers most appropriate to your circumstances, whether as a registered product or as a compounded preparation. In respect of medication not dispensed by the PB Doctor, your options for fulfilment and payment are as set out in the supplementary clauses below (equivalent to clause 3.25 of the Principal Agreement). By enrolling on the programme you irrevocably authorise PB to act as your agent for the procurement and, where you so elect, the payment of medication on your behalf, for the duration of your enrolment; this authority need not be re-confirmed for each dispensing cycle. You waive any claim against PB arising from the amount charged by Premier Rx or a compounding pharmacy or from the manner in which the disbursement is presented on the invoice.
- 3.6. You are hereby made expressly aware that various Products may not be SAHPRA-approved and you therefore use such Products at your own risk.
- 3.7. The Doctor reserves the right to refuse to render Services or offer Products to any such person that is deemed, at the sole discretion and absolute discretion of the Doctor, not to be a suitable candidate for the Service(s) or Product(s) in question.
- 3.8. The Doctor may require you to undergo medical testing, which includes *inter-alia* blood tests, prior to the commencement of Services or Products. After the Doctor has evaluated the results, the Doctor will make an informed decision based on the medical risks, alternative solutions, the likelihood of abuse of any Product(s) by the candidate based on information provided to the Doctor by you, as well as your current state of mental health, as perceived by the Doctor.
- 3.9. You acknowledge that any Services that the Doctor prescribes will be based on the medical disclosures that you make, as well as the tests conducted by the Doctor. It is therefore of critical importance that you disclose your full medical history to the Doctor in order to allow the Doctor to make an informed diagnosis.
- 3.10. PB further reserves the right to suspend any Service(s) or Product usage in the event that your health condition deteriorates and/or your blood results indicate any adverse effect(s) as a result thereof. You acknowledge that the Doctor will periodically compare your current overall health (including blood tests, if relevant) against your overall health and blood tests prior to commencement of the Service or Product. Should the Doctor not be satisfied with the periodic results, the Doctor reserves the sole right to suspend or cancel any Service(s) or Product(s) with immediate effect.
- 3.11. Should you wish to terminate the Services or usage of Products during any programme offered by the Doctor, thus interrupting the treatment cycle and schedule, neither PB nor its Doctors, nor its staff, will be held liable for any adverse medical effects that result therefrom.

Packaging

- 3.12. You hereby consent to, the packaging and/or repackaging of medication by a PB pharmacist, at PB's sole and absolute discretion, including removing medication from their original packages and/or vials and transferring the medication into different packaging

and/or vials for the purposes of, inter alia, stock control and/or managing supply shortages, ease of use, convenience, dosage requirements and/or convenience. This includes, but is not limited to, the replacement of prescribed medication for generic versions of the same medication or for compounded versions.

- 3.13. You acknowledge that PB's monthly invoice will comprise (a) clinic services rendered by PB and/or the PB Doctor (VAT-able) and (b) where applicable, one or more disbursements in respect of medication paid by PB to Premier Rx and/or a compounding pharmacy on your behalf, being recoveries at cost and not taxable supplies by PB.
- 3.14. The line items on your monthly invoice may include, without limitation: an initial comprehensive medical assessment (charged once at enrolment); monthly clinical review by the PB Doctor; a quarterly comprehensive review consultation (which may be amortised across three months); telehealth and medical-line access; clinical nursing services (including administration of injectable medication where applicable); treatment coordination (scheduling, pharmacy liaison, file management); phlebotomy and specimen collection; medication collection from the pharmacy; cold-chain courier delivery (where you elect shipping); itemised self-administration consumables (including syringes, needles, alcohol swabs, cold-chain gel packs and sharps disposal); medication dispensed by the PB Doctor under his section 22C licence; and disbursements in respect of medication dispensed by Premier Rx or a compounding pharmacy.
- 3.15. PB reserves the right, in its sole and absolute discretion, to introduce, amend, restructure or remove any line item or price at any time, without prior notice. You have no right to a fixed monthly amount. Variation in the strength, quantity or type of medication compounded or dispensed for you will be reflected in the invoice.
- 3.16. Where the PB Doctor prescribes a compounded preparation, the composition and strength are determined by the PB Doctor in the exercise of clinical judgment based on your assessment and blood results. You acknowledge that a compounded preparation is not evaluated for safety, efficacy or quality by SAHPRA, and is prepared for you individually. You accept full responsibility for the risks associated with the use of compounded medication and you indemnify and hold harmless PB, the PB Doctor and any compounding pharmacy against all claims arising out of the compounding, dispensing, delivery or use of such medication, save in the case of gross negligence or wilful misconduct.
- 3.17. Where the PB Doctor dispenses medication to you directly under his section 22C licence, you acknowledge that (a) the PB Doctor is the dispenser and legal supplier of that medication; (b) the medication is dispensed against a valid prescription issued following clinical assessment; (c) certain of the medication may be classified under Schedule 5 or Schedule 6, to be used strictly in accordance with the PB Doctor's directions and not to be shared, transferred or resold; and (d) you release PB and the PB Doctor from any claim arising out of the dispensing, save in the case of gross negligence or wilful misconduct.
- 3.18. Cold-chain integrity is a shared responsibility. Where you collect medication requiring refrigeration, PB may supply a cold-chain gel pack for transport, and from the moment of collection you assume full responsibility for cold-chain integrity. Where you elect courier delivery, PB shall use a courier service which, in PB's assessment, meets applicable cold-chain requirements, but PB shall not be liable for any temperature excursion, spoilage, delay or non-delivery caused by the courier, by weather, by force majeure or by any other cause outside PB's direct control.
- 3.19. PB's programme operates on a cash-pay basis. Medical scheme reimbursement may not be available in respect of any Service, medication, consumable or disbursement, and PB shall not be required to prepare or submit any claim for scheme purposes. PB's medical aid practice status is dealt with in the supplementary clauses below.
- 3.20. You acknowledge that, owing to a technical limitation of PB's invoicing software, if applicable, the medication disbursement line may be displayed with a value-added tax component. Notwithstanding such display, the medication disbursement line is treated in substance as a payment made by PB to the dispensing pharmacy on your behalf; the VAT reflected on that line is the pharmacy's VAT (declared by the pharmacy), and PB does not account for it as its output tax. You waive any claim against PB arising from this presentation.
- 3.21. You irrevocably authorise PB, for the duration of enrolment, to (a) procure medication prescribed to you from Premier Rx or a compounding pharmacy nominated by the PB Doctor; (b) pay the dispensing pharmacy on your behalf; (c) receive and hold the medication on your behalf pending collection or dispatch; and (d) recover from you the amount so paid, together with any collection, courier, cold-chain, consumables, service or other charges. This authority may be revoked only in writing, effective from the following dispensing cycle. Amounts already committed by PB before revocation remain due.
- 3.22. You are required to review each monthly invoice within seven (7) days of issue and to notify PB in writing of any dispute. In the absence of such written notice within seven days, the invoice shall be deemed accepted in all respects, and you shall have no further claim in respect of any line item, description, amount, disbursement or VAT treatment reflected on the invoice.
- 3.23. All fees, charges, disbursements and consumables are non-refundable save as expressly provided in this Agreement. Discontinuation of the programme by you, whether voluntary or as a consequence of the PB Doctor suspending Services, shall not entitle you to any refund, rebate, credit or set-off in respect of amounts already invoiced or paid. Medication already dispensed or compounded for you is not returnable and is not refundable.
- 3.24. You indemnify and hold harmless PB, its shareholders, directors, members, staff, contractors, the PB Doctor and Premier Rx against any and all claims, losses, damages, penalties, interest, professional fees and costs (including attorney-and-own-client fees) whether direct, indirect, consequential or special, arising out of or in connection with (a) the structure and content of the monthly invoice, including the identification and pricing of line items and the presentation of the medication disbursement; (b) any dispute raised by

you, by SARS, by SAHPRA, by the HPCSA, by the SAPC, by any medical scheme, by any regulator or by any third party in relation to the invoicing or dispensing arrangement; and (c) any assertion by you of a right you have waived under this Agreement.

- 3.25. Where medication is dispensed by Premier Rx or a compounding pharmacy, you may elect between (a) fulfilling the prescription at a pharmacy of your choosing (no medication line on PB's invoice); (b) authorising PB to procure the medication but paying the dispensing pharmacy directly (PB invoices only for clinic services); or (c) authorising PB to procure and pay for the medication, recovered from you as a disbursement per clause 3.5. In the absence of a written election, option (c) applies by default. Variation must be in writing and takes effect from the next dispensing cycle; amounts already committed by PB before variation remain due to PB.
- 3.26. PB and/or the PB Doctor may from time to time hold a Board of Healthcare Funders practice code or other registration permitting scheme claim submission ("medical aid practice status"). PB makes no representation as to (a) the current or continued existence of any such registration; (b) the availability of scheme reimbursement; (c) scheme acceptance of any claim; or (d) any amount that may be paid. You remain fully liable to PB for all amounts invoiced regardless of scheme outcome. Any assistance in claim submission is an administrative courtesy only. You warrant not to misrepresent to any scheme, insurer, employer or third party the indication for which any medication has been prescribed to you, and you indemnify PB and the PB Doctor against any consequence of any such misrepresentation.
- 3.27. The line-item pricing on your invoice is programme pricing, applicable only so long as you receive and pay for the programme as an integrated whole. If you refuse, fail or neglect to pay for any Service, consumable, disbursement or line item, or decline to receive any programme component (including any consultation, review, telehealth interaction, nursing service, phlebotomy, coordination, dispensing, collection, courier or consumables) for any reason: (a) all discounts, programme rates and bundled pricing on any past or current invoice shall be immediately and automatically forfeited; (b) PB may recharge you retrospectively at its full standard non-programme rates for every item rendered by PB, the PB Doctor, Premier Rx, any compounding pharmacy, any nurse or staff member or contractor engaged through PB, from enrolment to date of default; (c) PB may issue a supplementary invoice payable within seven (7) days; (d) default entitles PB to interest at 10% per month compounded daily and attorney-and-own-client costs; and (e) PB may suspend or terminate enrolment with immediate effect. You accept this is a genuine pre-estimate of PB's loss, not a penalty.

Doctors

- 3.28. You will be serviced by various Doctors from time to time as provided to you by PB, which doctors are registered to practice medicine in the Republic of South Africa from time-to-time. As of the date of acceptance of this Agreement.

Electronic communication

- 3.29. You hereby understand, accept and consent to communication with PB, the PB Doctor and the PB staff via WhatsApp Messenger, and to engage in tele-health consultations where necessarily requested by PB and/or the PB Doctor and/or staff.

4. Consent

- 4.1. In completing an online medical submission and clicking to accept these Terms you are providing informed consent to receive the Services as and when you are approved by the PB Doctor to receive the Services. For any Intake Forms which are signed by you, you consent to be bound by the Medical Services Agreement, in addition to the terms as found in the ancillary documents.
- 4.2. You hereby consent to evaluation and treatment of hair-loss, fatigue, andropause, stress, menopause and other hormone imbalances by the administration of, *inter alia*, Hormone Replacement Therapy ("HRT"), peptides, intravenous (IV) therapy, weight management medications and/or nutritional supplements, including vitamins, minerals and anti-oxidants and/or medication designed to alter hormone levels. The nature of the procedures and/or programmes are designed to *inter alia*, raise levels of hormones and energy levels in the body to levels which should improve quality of life, as well as functional ability, the goal of which is to decrease the incidence of sickness and disease, and to prevent the loss of hair.
- 4.3. You acknowledge and understand that various treatments, therapies and/or programmes offered by the Doctor may constitute "Alternative Treatment Approaches".
- 4.4. The conventional alternatives to these therapies have been EXPLAINED to you and they include, but are not limited to:
 - 4.4.1. MAINTAINING CURRENT HORMONE LEVELS;
 - 4.4.2. TREATING CHRONIC (PERSISTENT) DISEASES AS THEY OCCUR; and
 - 4.4.3. TREATING SYMPTOMS WITH NON-BIO-IDENTICAL MEDICATION(S).
- 4.5. Telemedicine involves the delivery of healthcare Services using electronic communications, information technology or other means between a doctor or healthcare practitioner and a patient who are not in the same physical location. Telemedicine may be used for clinical assessments, prescriptions, prescription refills, appointment scheduling, diagnoses, treatment, follow-up consultations and/or patient education, and may include, but is not limited to, one or more of the following: electronic transmission of medical records; photographic images; the transfer of personal health information or other data between a patient and a healthcare practitioner; interactions between a patient and healthcare practitioner via audio, video and/or other data messages (such as messaging or email communications); and the use of output data from medical devices, sound and video files. Alternative methods of care may be

available to you, such as in-person Services, and you may choose an alternative at any time. You agree to always discuss alternative options with the PB Doctor or healthcare practitioner.

- 4.6. You agree that the Doctor will decide whether or not the condition which is, or which you wish to be, examined, diagnosed or treated is appropriate for a telemedicine consultation.

- 4.7. Furthermore, you acknowledge that any Doctor that engages with you in connection with the Services may be affiliated with PB.

5. Cost of consultations

The cost of a telemedicine consultation on the Premier platform, or of an in-person consultation, will vary depending on the treatments required by you. PB reserves the right to change its pricing structures at any time, and it is the duty of the Patient to peruse the pricing structure prior to confirming their consultation/appointment, and/or accepting the relevant treatment.

6. Risks

- 6.1. By signing this Agreement, you confirm that you have read and understood the risks involved in not only conventional medication, but more specifically, the Services provided by or through PB. You further understand that the risks, side effects and/or complications which may arise through the result of the use of various medication are not limited to those risks, side effects and/or complications as set out herein, and that it is your responsibility to read the leaflets which accompany the medication and only to use the medication with the approval of your PCP.

- 6.2. You acknowledge that the risks which may arise from alternative treatments may not yet have been discovered due to the very nature that conventional medicine focuses its research efforts on conventional treatments. Neither the Doctor nor PB shall, under any circumstances, be held liable for any losses and/or damages suffered by you or a third party whether direct or indirect, consequential or special, as a result of the side-effects of alternative treatments or any Services/Products. You are expressly aware that alternative treatments are undertaken at your own risk and you indemnify and hold harmless the Doctor and PB to the fullest extent in this regard.

- 6.3. While the use of telemedicine in the delivery of healthcare services may provide potential benefits for you, there are also potential risks associated with the use of telehealth and other technology. These risks include but may not be limited to the fact that the quality, accuracy and/or effectiveness of the Services you receive from the Doctor may be limited. You understand and accept that there is an inherent risk in not having a physical examination with the PB Doctor or a healthcare practitioner.

- 6.4. Most hormone deficiencies are indicated by symptoms and may implicate the potential for illness when certain hormone levels are too high or too low.

- 6.5. You are contracting with the PB Doctor, through PB, because together with the Doctor, you believe that it is when hormones are within a safe range to reduce unwanted symptoms, that one would be in a better position to obtain optimum health.

- 6.6. You acknowledge and understand that males who commence testosterone replacement therapy with any testosterone treatment will produce less testosterone from his testicles and if he stops replacement, he may experience a temporary decrease in testosterone production. Testosterone treatment should be completely out of your system within 12 months from termination of the therapy. By beginning treatment, you accept all the risks of therapy stated herein and future risks that might be reported, and understand that *higher-than-normal physiological levels may be reached to create the necessary hormonal balance*.

- 6.7. **In andropause**, men gradually lose their ability to produce testosterone and some men develop elevated levels of estrogen. As men undergo an ever-increasing loss of testosterone, they are faced with anxiety, irritability, erectile dysfunction, bone loss, muscle loss, loss of strength, and loss of energy and memory impairment.

- 6.8. **Possible side effects of male testosterone replacement include, but are not limited to:** unwanted hair growth, enlargement of the prostate, loss of sperm production (**sterility**), enlargement of breast tissue, testicular atrophy (shrinking), acne, oily skin and hair, and in some studies, an increased risk of prostate cancer growth.

- 6.9. **With respect to adrenal function**, the Doctor has explained the risks of adrenal therapy to you, including the long-term use of corticosteroids (cortisol) which has been associated with *osteoporosis*. You understand that the Doctor will use other methods to help re-establish your own adrenal hormone production, but that this may involve the short-term use of cortisol. In addition, you will be informed of *long-term complications* if the Doctor and you feel that long-term use of cortisol is required, as indicated through medical examinations.

- 6.10. **In hypothyroidism**, studies have shown that medical practitioners may under-treat this condition. You understand that the Doctor will be working with you to suppress your symptoms with the purpose of improving your quality of life by considering your symptoms as well as your thyroid hormone levels to monitor the treatment of your disease. You understand that the potential **side effects** in using thyroid medication include *osteoporosis, palpitations, dizziness, psychiatric problems (mania), and elevated or irregular heart rate*.

- 6.11. **With respect to age and the incidence of Adult Growth Hormone Deficiency Syndrome**, you appreciate that there are certain risks associated with the use of human growth hormone. While growth hormones have been shown to increase muscle mass, lower fat mass and improve bone density, the clinical guidelines for the diagnosis and treatment of such a hormone loss have **yet to be clearly**

established. Therefore, the Doctor and you have discussed the benefits of human growth hormone and the associated risks. **These risks include:** *water retention, which may result in leg swelling and elevated blood pressure; mild increase in fasting blood sugar and occasional bruises at the injection site. Most of these side effects are reversible by dosage adjustment or discontinuing therapy.*

- 6.12. **In menopause**, women lose the majority of their hormones within a few years from commencement, causing, in many cases, severe distress, both mental and physical. Through the use of hormone replacement therapy, you can attempt to counter this decline and help alleviate the symptoms due to menopause. Additionally, studies now indicate that hormone therapy is effective in the treatment of osteoporosis, as well as other disease process associated with hormone decline as people age. **The potential adverse effects for women using estrogen, progesterone and/or testosterone include, but are not limited to:** *breast swelling and/or discomfort; fluid retention; dizziness; palpitations; break through bleeding, requiring an endometrial biopsy; acne; unwanted hair growth; oily skin and hair; and headaches.* **You also understand that if you are female and become pregnant, you should discontinue the entire treatment protocol immediately and notify both the PB Doctor and your PCP.**
- 6.13. You understand that hormone therapy is not for the purpose of preventing pregnancy. If you should become pregnant during the course of therapy, there are **potential risks to the fetus** (unborn child). You understand that you need your bloodwork to be evaluated and reviewed by a licensed Healthcare Practitioner no less than 3 times annually in order for the Healthcare Practitioner can determine if it is in your and your fetus' best interests to continue the therapy.
- 6.14. You understand the risks involved, and acknowledge that you shall by proceeding with various Services / Products, it is done so strictly on the basis that the Doctor has fully explained the risks of such Services / Products to you.
- 6.15. Certain risks, which have been outlined to you fully, are: **Tachycardia**, which may be caused from the use of **phentermine** in patients who suffer from cancer, mental illness, depression and/or anxiety; **severe lung and/or mental health problems**, as well as other **common and mild side effects**, which are caused by **phentermine**; **lactic acidosis**, which may be caused by large quantities of **metformin** - these symptoms are severe, appear quickly and usually appear as part of a combination of side effects, including **heart attacks** and/or **kidney failure**.
- 6.16. **Duromine** (phentermine) includes common side effects such as decreased cognitive ability and motor skills (such as the ability to operate motor vehicles and other heavy machinery), dryness of mouth, restlessness, **insomnia** or increased **difficulty sleeping, palpitations** and **increased blood pressure**. Negative side effects on duromine are **increased** when a patient has a **history** of or **current medical conditions** such as **pulmonary artery hypertension, primary pulmonary hypertension, existing heart valve abnormalities or heart murmurs**, moderate to severe **arterial hypertension, cerebrovascular disease, severe cardiac disease**, known **hypersensitivity to sympathomimetic drugs, hyperthyroidism**, agitated states or a history of **psychiatric illness** including **anorexia nervosa** and **depression, glaucoma**, history of **drug/alcohol abuse**.
- 6.17. You understand the risks involved and agree **not to drive a vehicle** while using duromine until you have confirmed that duromine does not impair your ability to drive a vehicle.
- 6.18. **Primary Pulmonary Hypertension** is a rare lung disease which may lead to **death**. This is a type of **high blood pressure** which affects **arteries in the lungs** and the **right side of your heart**. Symptoms may include **shortness of breath, heart palpitations**, (fast, fluttering heartbeat), **dizziness, bluish colour to your lips and skin, tiredness** and **edema (swelling of legs and ankles)**.
- 6.19. **Abuse:** if you have a history of **drug or alcohol abuse**, you should **not** use Duromine due it constituting a high risk for **habit-forming / abuse**.
- 6.20. Approximately one in 100 people suffer side effects from **metformin**. Common side effects include vitamin **B12 deficiency, lactic acidosis, nausea, vomiting, stomach ache, loss of appetite**, and a **metallic taste** in the mouth.
- 6.21. Semaglutide
 - 6.21.1. **You declare that you have been informed that: Semaglutide is an antagonist receptor that mimics glucon-like peptide-1 (GLP-1); is an active ingredient of a medicine registered in South Africa in terms of the Medicines and Related Substances Act 1 of 1965 ("the Medicines Act"); that the safety and efficacy of the use of Semaglutide in the treatment of chronic weight management has been proven in several clinical trials, and the results thereof have been accepted by both the Food and Drug Administration of the United States of America ("the FDA") and the European Medicines Agency ("the EMA") being regulatory authorities acknowledged by the South African Health Products Regulatory Authority ("SAHPRA"); Semaglutide has been approved as being safe and effective for the treatment of chronic weight management; and that an injectable combination of Semaglutide is safe and effective in the treatment of chronic weight management, with possible limited initial intestinal discomfort.**
 - 6.21.2. **You understand that this, informed consent, is required by the PB Doctor to prescribe, and for you / the patient to use, Semaglutide, even though it is a proven preventative and/or remedial intervention for chronic weight management.**
 - 6.21.3. **You confirm that you are in a position to make an informed consent on whether to accept the proven treatment under the supervision and control of the PB Doctor.**
 - 6.21.4. **You hereby exercise your fundamental right to accept preventative and/or remedial treatment, as the case may be, for chronic weight management in terms of a health protocol with an injectable compounded Semaglutide.**

- 6.21.5. **You hereby authorise: the PB Doctor to issue a prescription to a registered compounding pharmacy utilised by PB for the purposes hereof to compound Semaglutide for you / the patient if you are a guardian in terms of the prescription issued by the PB Doctor for the PB Doctor to dispense to you and administer (whether through a nurse or personally) the Semaglutide as prescribed; and for the compounding pharmacy to deliver the Semaglutide on your behalf (or the behalf of the patient if you are the guardian) to PB for the PB Doctor or nurse to administer the Semaglutide to you in accordance with prescribed dosages, or for self-administration.**
 - 6.21.6. You acknowledge that at its sole and absolute discretion, PB may prescribe Ozempic to you, which is the Novo Nordisk brand of Semaglutide. **Ozempic** may result in acute gallbladder disease, anaphylaxis, angioedema and thyroid C-cell tumours, including medullary thyroid carcinoma ("MTC") and should not be used by patients with a personal or family history of MTC by patients with Multiple Endocrine Neoplasia syndrome type 2 ("MEN 2"), or by patients with a history of diabetic retinopathy due to complications which may arise. Simultaneous use of semaglutide with insulin secretagogue or insulin may increase the risk of a patient suffering from hypoglycaemia.
 - 6.21.7. You acknowledge that GLP-1 receptor agonists (including but not limited to semaglutide and tirzepatide) are available in South Africa both as SAHPRA-registered products (including Mounjaro (tirzepatide) marketed by Aspen, and Ozempic and Wegovy (semaglutide) marketed by Novo Nordisk) and as compounded preparations dispensed by a licensed compounding pharmacy against a patient-specific prescription. You acknowledge that SAHPRA has confirmed that compounded GLP-1 preparations may be dispensed in the Republic of South Africa, subject to compliance with applicable statutory and regulatory requirements. You authorise the PB Doctor to prescribe, in his sole clinical discretion, either a registered product or a compounded preparation, and you accept the treatment in whichever form is prescribed. You waive any claim against PB and the PB Doctor arising from the form of the GLP-1 preparation prescribed.
 - 6.21.8. **Gallbladder** issues are uncommon with the use of semaglutide but may occur from its use. The existence of gallbladder issues may be apparent from pain in the upper stomach, fever, yellowing of the skin or eyes (jaundice) or clay-coloured stools.
 - 6.21.9. Signs and symptoms of **hypoglycaemia** include **dizziness or light-headedness, blurred vision, anxiety, irritability or mood changes, sweating, slurred speech, hunger, confusion or drowsiness, shakiness, weakness, headache, fast heartbeat, and/or feeling jittery.**
 - 6.21.10. Further, side effects for patients with **renal impairment** include **acute kidney injury**, and **severe gastrointestinal reactions** must be reported. People with kidney problems experience **diarrhoea, nausea, vomiting** (resulting in **dehydration**), which exacerbates the kidney problems.
 - 6.21.11. Semaglutide may result in the onset of **severe allergic reactions**, for example **swelling** of the **face, lips, tongue or throat**, problems **breathing or swallowing, severe rashes** and/or **itching, fainting** and/or **dizziness**, and/or a very **rapid heartbeat**.
 - 6.21.12. Clinical research has linked **semaglutide** use to **pancreatitis (inflammation of the pancreas)**. Use of semaglutide must be **suspended** upon **suspicion** of pancreatitis and may **not be re-started** should pancreatitis be confirmed. **Severe pain** in the **abdomen or back** must be reported to your PCP immediately.
 - 6.21.13. Adverse reactions, appearing in fewer than or equal to 5% of patients, include **nausea, vomiting, diarrhoea, abdominal pain and constipation** and may **impact absorption** of oral medications.
 - 6.21.14. **Pregnant women** may **not** utilise semaglutide during **pregnancy**, or for a **minimum of 2 months** prior to **pregnancy**. Mothers who are **breastfeeding** may **not** utilise semaglutide.
 - 6.21.15. The risks of semaglutide are serious and you must inform your PCP, including but not being limited to **personal or family medical history** of: **pancreatic or kidney problems; diabetic retinopathy**, as well as of **all medicines** (whether over-the-counter, prescription, herbal, vitamins or otherwise) which you may take, of whatever nature, including medicines to treat diabetes, including **insulin or sulfonylureas**.
7. **Disclaimer and Indemnification**
 - 7.1. You are satisfied in your understanding that although in the Doctor's opinion, the majority of data points towards the safety of Hormone Replacement Therapy ("HRT"), no one has yet unequivocally proven or disproven a causal relationship between the use of hormone therapy and cancer.
 - 7.2. You understand there exist **studies that point to a higher incidence of cancer** in patients who take HRT. However, these studies, which show an association (two variables present simultaneously), do not demonstrate cause and effect. You realize that it may be a number of years before scientists learn if there is any true cause and effect between hormones and increased risk for cancer in women or men.
 - 7.3. You understand that careful surveillance and close monitoring are requirements of all patients to minimize any possible risk, and that you are responsible, to the exclusion of the PB Doctor or PB, for such surveillance and monitoring.

- 7.4. You understand and acknowledge that the Doctor may choose to discuss with you and provide to you medications that are off-label in order to offer to you with a wider range of therapies. ("Off-label" use means the use of SAHPRA-approved drugs for purposes other than those for which SAHPRA has approved them.) "Off-label" prescribing is a legal and common practice by physicians in South Africa.
- 7.5. You confirm that any questions you have had regarding the various treatments offered through PB have been answered to your satisfaction.
- 7.6. You understand that you will be responsible for administering the hormones prescribed to you should your HRT programme Products not be administered at the PB offices. In such event, you will conform to and comply with the recommended dosages and methods of administration.
- 7.7. You also agree to comply with the request for initial and subsequent blood tests, as required to monitor your hormone or other levels. You understand that failure on your part to follow the Doctor's recommendations in dosage and use of Services/Products may result in unwanted and potentially harmful side effects/results.
- 7.8. You understand that failure to have appropriate laboratory testing completed at the interval established and prescribed by the Doctor, and failure to follow up with the Doctor at the recommended appointments may also lead to adverse (unwanted) side effects. You also understand there are possible benefits associated with these procedures. You understand that no guarantee has been made to you regarding outcomes, neither of this treatment nor on the cessation/combating/minimising of your symptoms.
- 7.9. You understand that not all patients receive the same degree of response. You also understand that the benefits derived from therapy will cease and specifically those derived from hormone therapy and drugs that alter hormone levels may not reverse, if the therapy is discontinued. You authorize the Doctor to perform the Services. You understand that the Doctor may be assisted by other Healthcare Professionals, as necessary, and you agree to their participation in your care as it relates to nutritional supplementation and hormone modulation therapy.
- 7.10. **You certify that you are under the regular care of another PCP for all other medical conditions and that you have informed the PB Doctor/s of any and all allergies which you may suffer from, regardless of the degree of such suffering.**
- 7.11. You understand that through the Services, you may receive alternative treatments, which fall under respective specialized practices and that neither PB nor the Doctor hospitalize patients.
- 7.12. You understand that you are to continue under the care of your PCP for any ongoing medical condition as well as for any medical consultation that you may need.
- 7.13. You warrant and undertake only to use the prescribed Products for the purpose for which the Doctor prescribes and that you will neither abuse the Products nor will you allow a third-party to use the Products.
- 7.14. The use of the Services and/or Products will only be for the usage prescribed by the Doctor and will not be used for any anti-aging benefits, or body building and performance enhancement.
- 7.15. You further warrant that at the commencement of any Services or Products prescribed by PB and/or the Doctor, you were never on any similar treatment at a different facility and that in the event that you do undergo any treatment at another facility, you will inform PB and/or the Doctor immediately.
- 7.16. You hereby confirm that the nature and purpose of portions of the aforementioned treatment are considered by some to be medically unnecessary and/or experimental, as there are no long-term studies documenting the results. The risks involved and the possibilities of complications have been explained to you. You fully understand that some aspects of the treatment to be provided to you may be considered experimental and unproven by scientific testing and peer-reviewed publication. You understand that you may suspend or terminate treatment at any time and hereby agree to immediately notify the PB Doctor of any such suspension or termination.
- 7.17. Your use of the Services are at your sole risk, and you assume full responsibility for all risks (which risks shall under no circumstances be limited under clause 6 above) associated therewith and for adverse effects, including loss of life, person or limb, impaired and/or damaged mental faculties or bodily functions, monetary, physical, mental or emotional losses or damages, whether direct or indirect, special or consequential, which you, your fetus, or any person dependent on you, may suffer as a result of or resulting from Services and/or Products. All information or Services provided through the PB platform are provided without any warranty of any kind, express or implied. To the fullest extent permissible under South African law or any other law, PB and the attending Doctor, their shareholders, affiliates, directors, officers, managers, employees, advisers and/or other representatives hereby disclaim all representations and warranties, express or implied, statutory, or otherwise, including but not limited to warranties of fitness for a particular purpose. Without limiting the foregoing, there is and shall be no warranty on the behalf of PB or the Doctor as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness, or suitability of the Services and/or the Products so provided. You hereby assume full liability and waive any claim against PB or the Doctor resulting out of the treatment.
- 7.18. You acknowledge and understand that by ceasing to utilize the Services which result in weight-management (intentional increasing and/or decreasing), you are at risk of gaining or losing weight, whether rapidly or gradually, and are aware that this may result in other side-effects on your organs. You hereby hold harmless and indemnify both the Doctor and PB in respect of any weight which is gained upon ceasing to utilize any of the Services, whether or not you consult with the Doctor in order to minimize the weight gain which would arise upon ceasing said Service.

- 7.19. You confirm that the indemnity has been given freely and voluntarily and after you have consulted with your PCP, on the choice, safety and efficacy of any PB programmes and any services (including the provision and/or prescription of medication of any schedule and/or nature).
- 7.20. With regards to the use of Semaglutide:
- 7.20.1. You hereby indemnify PB, its shareholders, directors, staff, contractors and the PB Doctor, against any claim by you (or the patient if you are the guardian), or instituted on your behalf or on behalf of the patient, arising out of your use of Semaglutide in terms of the prescription issued by the PB Doctor, for purposes of chronic weight management, insulin resistance, or otherwise.
- 7.20.2. You confirm that you are aware of the contents of the following articles, and have discussed their contents with your PCP:
- 7.20.2.1. Medications containing Semaglutide Marketed Type 2 Diabetes or weight management.
- 7.20.2.2. FDA Approves New Medication for Chronic Weight Management.
- 7.20.2.3. FDA Approves New Drug Treatment for Chronic Weight Management, First Since 2014.
- 7.20.2.4. Mounjaro: Tirzepatide Overview.
- 7.20.2.5. Wegovy: Semaglutide Overview.
- 7.20.2.6. Ozempic: Semaglutide Overview.
- 8. Payments**
- 8.1. Should you purchase medicines or other Products through the PB Website/Business, this Agreement will apply to the sale of such medicines or Products, insofar as is necessary.
- 8.2. The contractual arrangements for prescription-only medicines are as follows: (a) medicines dispensed by the PB Doctor under his section 22C licence are supplied to you by the PB Doctor, through PB, against a valid prescription; (b) medicines dispensed by Premier Rx or a nominated compounding pharmacy are supplied to you by that pharmacy, and PB acts solely as your agent for procurement and payment in accordance with clause 3.5; and (c) in respect of medicines under limbs (a) and (b), you remain liable to PB for the full amount reflected on your monthly invoice, notwithstanding the identity of the ultimate supplier.
- 8.3. The contract for sale of Products other than prescription-only medicines will be between you and PB.
- 8.4. PB reserves the right to reject any order. If PB is unable to accept an order, PB will let you know timeously.
- 8.5. Notwithstanding any system malfunctions, you will be eligible to purchase certain prescription Products available through the PB platform once a valid prescription has been written by the Doctor. You will not be able to obtain a prescription Product unless you have completed a consultation with one of the Doctors, the relevant Doctor has determined the prescription product appropriate for you and the Doctor has written a prescription for you.
- 8.6. Once approved by the Doctor, you may purchase the prescription Product/s on the Website.
- 8.7. Subject to any additional rights you may have at law (including under the Consumer Protection Act 68 of 2008), the purchase price will be refunded only if, and to the extent that:
- 8.7.1. the Doctor or healthcare practitioner declines the request (the decision to approve or reject a request is at the Doctor or healthcare practitioner's absolute discretion);
- 8.7.2. any PB money-back guarantee applies;
- 8.7.3. an item you have ordered is out of stock; or
- 8.7.4. a product or pricing error is identified.
- 8.8. All charges and prices as shown on the Website and on PB's monthly invoices are in South African Rands. Prices include value-added tax where applicable. Additional charges apply for services and goods rendered by PB in the course of your treatment, including but not limited to: initial and quarterly comprehensive review consultations; monthly clinical review; telehealth and medical-line access; clinical nursing services; treatment coordination; phlebotomy; medication collection; cold-chain courier delivery; itemised self-administration consumables (including syringes, needles, alcohol swabs and cold-chain gel packs); and disbursements paid to Premier Rx or a compounding pharmacy on your behalf. PB reserves the right to introduce, amend or remove any charge at any time in its sole discretion, and the applicable charges shall be reflected on your invoice.

- 8.9. **Medical scheme reimbursement is not guaranteed in respect of any Service, medication or disbursement. PB's medical aid practice status is dealt with in clause 3.26 above. You remain fully liable to PB for all amounts invoiced, regardless of any scheme submission or reimbursement outcome.**
- 8.10. You expressly authorise PB to process the payment via your relevant payment method at the time a checkout is completed.
- 8.11. It is expressly agreed that you will at all times be responsible for your account with PB. Should you fail and/or refuse to settle your account timeously, PB reserves the right to charge interest on the outstanding amount at 10% per month, compounded daily, on all overdue accounts.
9. **Specific telemedicine consent**
- 9.1. Your confirmation / electronic signature below confirms your consent to participate in a telemedicine consultation in connection with the Services.
- 9.2. Details of your medical history, examinations, x-rays, and tests will be discussed with other relevant healthcare professionals through the use of interactive video, audio, and telecommunication technology, on a need-to-know basis.
- 9.3. A physical examination of you may take place in a telemedicine consultation, if necessary.
- 9.4. A non-medical technician may be present in the telemedicine studio to aid in the videotransmission.
- 9.5. Video, audio and/or photo recordings may be taken of you during the procedure(s) or provision of Service(s), should you consent to such recordings being taken, and which recordings shall only be used for the purposes of helping you achieve your optimal results. Such recordings shall be deleted so soon as the relevant contents have been transposed into handwritten/typed notes.
- 9.6. The provisions of the Protection of Personal Information Act 4 of 2013 shall be applicable regarding your access to medical information and copies of your medical records, whether or not such records stem from an in-person or a telemedicine consultation.
- 9.7. Additionally, dissemination of any patient-identifiable images or information of your telemedicine interactions to researchers or other entities shall not occur without your consent.
- 9.8. Reasonable and appropriate efforts have been made to eliminate any confidentiality risks associated with telemedicine consultations, and all existing confidentiality protections under South African law apply to information disclosed during this telemedicine consultation.
- 9.9. You may withhold or withdraw consent to the telemedicine consultation(s) (and to the recording of such consultations) at any time without affecting your right to future care or treatment or risking the loss or withdrawal of any programme benefits to which you would otherwise have been entitled.
- 9.10. You have been advised of all the potential risks, consequences and benefits of telemedicine consultations. The Doctor has discussed with you the information provided above. You have had the opportunity to ask questions about the information presented on this form and the telemedicine consultation. All your questions have been answered, and you understand the written information provided above.
- 9.11. You confirm that you agree to participate in telemedicine consultations for the procedure(s) described above, where applicable.

PART B – PRODUCTS AND SERVICES

10. GLP-1 Medications (semaglutide, Tirzepatide, etc)

10.1. General

- 10.1.1. Glucagon-like peptide-1 (GLP-1) medications will only be prescribed to patients who are deemed by the Doctor and/or the PB healthcare practitioner to have signs of metabolic syndrome. GLP-1 medications will not be prescribed solely for the purpose of weight loss.
- 10.1.2. The most common adverse reactions (incidence $\geq 5\%$) associated with the use of GLP-1 include, *inter alia*, nausea, diarrhea, vomiting, abdominal pain, and decreased appetite. Whilst there is a **low risk of Thyroid C-Cell Tumors and Pancreatitis**, the Patient will need to notify the Doctor and/or healthcare practitioners should there be a family history of Thyroid C-Cell Tumors and/or Pancreatitis.

10.2. Risks

Risks include, but may not be limited to:

- 10.2.1. **Gastrointestinal (Most Common)**
- 10.2.1.1. Nausea.
 - 10.2.1.2. Vomiting.
 - 10.2.1.3. Diarrhea.
 - 10.2.1.4. Constipation.
 - 10.2.1.5. Acid reflux.
- 10.2.2. **Metabolic & Nutritional**
- 10.2.2.1. Excessive appetite suppression.

- 10.2.2.2. Undereating → fatigue, dizziness.
 - 10.2.2.3. Loss of lean muscle mass without resistance training.
 - 10.2.2.4. Electrolyte imbalances.
 - 10.2.2.5. Dehydration
 - 10.2.3. Gallbladder & Pancreatic
 - 10.2.3.1. Gallstones due to rapid weight loss.
 - 10.2.3.2. Rare pancreatitis.
 - 10.2.3.3. Elevated pancreatic enzymes.
- 10.3. Other Considerations
 - 10.3.1.1. Slowed gastric emptying.
 - 10.3.1.2. Worsening reflux or gastroparesis.
 - 10.3.1.3. Injection site reactions.
- 10.4. Important Patient Reality
Weight regain may occur if medication is stopped without lifestyle changes.
- 11. **Peptides**
- 11.1. Procedure
 - 11.1.1. In order to proceed with the peptides' treatment, you will be required to register with PB. Once registered, you will need to fill in a comprehensive medical questionnaire. Upon completion of the medical questionnaire, you will gain access to the online store and be able to book a consultation. In order to book a consultation, you will need to pay a deposit, through an online payment gateway. The deposit fee for a consultation is the cost of one of the peptide treatments and will constitute a consultation reservation fee ("reservation fee"). Therefore, once you have pre-purchased one of the peptide treatments, and the money has reflected in PB's bank account, PB will call you to arrange a suitable time for a consultation with the Doctor. Note that the consultation deposit fee is non-refundable; however, it may be used as credit should you wish to proceed with the alternative treatment program. By agreeing to proceed with the alternative treatment program, you confirm your satisfaction with the procedure involved, including but not being limited to: dosage and frequency of ingestion and active management of the program, as explained to you by the Doctor in your consultation(s). Products will only be delivered to you after your consultation with the Doctor and/or PB's healthcare practitioner(s).
- 11.2. General Acknowledgement
The Patient acknowledges and agrees that:
 - 11.2.1. Peptides will be used **only as prescribed**.
 - 11.2.2. Dosage, frequency, storage and administration instructions must be followed precisely.
 - 11.2.3. Self-administration errors may increase risks and are the Patient's responsibility.
 - 11.2.4. No peptide type / peptide dosage adjustments shall be made without clinical approval.
 - 11.2.5. Peptide therapy involves the use of **bioactive compounds that influence physiological signaling pathways**.
 - 11.2.6. Individual responses to peptides vary significantly.
 - 11.2.7. Some peptides may be prescribed for **off-label use**.
 - 11.2.8. Off-label use does **not** imply experimental treatment, but rather, it reflects physician-directed clinical judgment.
- 11.3. Known Risks
There exists limited long-term human data for various peptides, with the known general risks of peptide therapy varying between individuals. These risks include, but are not limited to:
 - 11.3.1. Common or Mild Risks
 - 11.3.1.1. Injection-site reactions (redness, swelling, itching, bruising and pain).
 - 11.3.1.2. Headache and/or fatigue.
 - 11.3.1.3. Mild nausea and/or appetite changes.
 - 11.3.1.4. Transient water-retention or bloating.
 - 11.3.1.5. Sleep-pattern changes.
 - 11.3.2. Variable or individual responses
 - 11.3.2.1. Lack of therapeutic response.
 - 11.3.2.2. Exaggerated responses to standard dosing.
 - 11.3.2.3. Requirement for dose adjustment or discontinuation.
 - 11.3.2.4. Inflammatory responses.
 - 11.3.3. Immune or Inflammatory Risks (rare)
 - 11.3.3.1. Hypersensitivity or allergic reactions.
 - 11.3.3.2. Antibody formation.
 - 11.3.3.3. Inflammatory or autoimmune-type responses.

11.3.4. Metabolic and Hormonal Risks

- 11.3.4.1. Changes in appetite / appetite dysregulation.
- 11.3.4.2. Blood-sugar fluctuations.
- 11.3.4.3. Hormonal axis suppression or stimulation (peptide-specific).
- 11.3.4.4. Fluid or electrolyte shifts.

11.3.5. Critical Compliance Risks

- 11.3.5.1. Incorrect dosing of frequency increases side-effect risk and usage outside of prescribed protocols increases harm.**

11.4. Limited Long-Term Data Acknowledgment

The Patient acknowledges that:

- 11.4.1. While many peptides are supported by growing clinical and real-world evidence, **long-term large-scale human data may be limited for certain peptides.**
- 11.4.2. Ongoing research may evolve the understanding of risks, benefits and optimal use of peptides.
- 11.4.3. Unknown or unforeseen risks may exist despite appropriate medical oversight.

11.5. Prohibited Use and Liability Protection

The Patient confirms that:

- 11.5.1. Peptides are prescribed solely for personal use.
- 11.5.2. Medications will not be shared, sold, transferred with, or re-used by others.
- 11.5.3. Use outside of prescribed protocols voids clinical responsibility.
- 11.5.4. PB, its shareholders, members, directors, staff and/or agents shall not be liable for any adverse outcomes resulting from:
 - 11.5.4.1. Non-disclosure, to any degree, of medical history.**
 - 11.5.4.2. Use of peptides outside of prescribed guidelines.**
 - 11.5.4.3. Using peptides in combination with any other medications or supplements.**

11.6. Monitoring and Treatment Modification

The Patient understands that:

- 11.6.1. Regular monitoring by the PB Doctor may be required.
- 11.6.2. Treatment may be modified, paused or discontinued should safety concerns arise.
- 11.6.3. Continues access to peptide therapy is contingent on compliance with this Agreement, clinical compliance and clinical review.

11.7. No Guarantee of Outcomes

The Patient acknowledges that:

- 11.7.1. Peptide therapy is not guaranteed to produce specific results.
- 11.7.2. Outcomes vary from patient to patient based on genetics, lifestyle, compliance and health status.
- 11.7.3. Fees paid are for medical services rendered, and not for guaranteed outcomes.

11.8. Emergency & Medical Limitations

The patient understands that:

- 11.8.1. PB is not an emergency facility.
- 11.8.2. Severe or urgent symptoms require immediate medical attention.
- 11.8.3. Delays in seeking emergency care shall not be for PB's responsibility.

11.9. Assumption of Risk & Release

By consenting to peptide therapy, the Patient:

- 11.9.1. Confirms his/her understanding of the risks, including known and unknown risks.
- 11.9.2. Voluntarily assumes responsibility for his/her participation in the therapy.
- 11.9.3. Releases PB, its shareholders, members, directors, staff and agents from any and all claims howsoever arising except in cases of gross negligence or willful misconduct.

11.10. Legal & Regulatory Acknowledgement

The Patients acknowledges that:

- 11.10.1. Treatment is provided in accordance with South African medical standards and ethical guidelines.
- 11.10.2. Therapy is clinician-directed and evidence-informed.

12. Testosterone Replacement Therapy (“TRT”)

The procedure for TRT is as follows:

- 12.1. Following the mandatory health assessment by the Doctor, you will be required to pay for the full cost of the program upfront. It is expressly mentioned that medical aid will, unless an exception is made, **not cover the cost** of the TRT and therefore you will be liable for the account in your personal capacity.
- 12.2. The duration of the programme shall be for a minimum of 12 weeks, unless otherwise indicated by the Doctor.
- 12.3. The Doctor and/or the PB staff will administer the medication as prescribed by the Doctor.
- 12.4. Between 4 and 6 weeks from the commencement of the program (and every 4 – 6 weeks thereafter for the duration of the program), you will be required to arrange for PB to co-ordinate further blood tests and/or a physical check-up, if required by the Doctor. It is expressly agreed that blood testing and making yourself available for same is entirely your responsibility; neither PB nor the Doctor will be responsible for reminding you or for scheduling your blood tests.
- 12.5. For any self-administered medication prescribed by the Doctor, you will be required to place an order with PB for the delivery of same. Upon receipt of the shipment, you will check shipment(s) immediately for completeness and accuracy and confirm that you will report any and all discrepancies to PB and the compounding pharmacy within 48 hours of receipt of any shipment. Should you fail to report any discrepancies within 48 hours of receipt, as above, it will be considered that the shipment was correct and neither PB nor the compounding pharmacy will be held liable for the costs and/or action of any replacement/return thereof.
- 12.6. The PB offices will be open for you to schedule consultations throughout your program between the hours of 9:00am and 17:00, Monday to Friday, with the exception of public holidays.

Medication-specific Acknowledgements and Guarantees

- 12.7.
- 12.8. You guarantee that you shall donate blood once every 3 (three) months in order to prevent blood clotting.
- 12.9. If you are a male, you guarantee that you will consult with a urologist on an annual basis in order to examine the condition of your prostate.

12.10. Risks

The Patient understands that TRT requires ongoing monitoring and may entail dose adjustments or discontinuation. The Patient further accepts and understands that TRT may bring about the following risks:

- 12.10.1. Common / Expected Risks
 - 12.10.1.1. Suppression of natural testosterone production.
 - 12.10.1.2. Reduced sperm production and fertility.
 - 12.10.1.3. Acne or oily skin.
 - 12.10.1.4. Increased body hair or scalp hair loss.
 - 12.10.1.5. Mood changes (irritability, aggression, anxiety).
- 12.10.2. Cardiovascular & Blood Risks
 - 12.10.2.1. Increased hematocrit (thickened blood).
 - 12.10.2.2. Increased risk of clotting if not monitored.
 - 12.10.2.3. Blood pressure changes.
 - 12.10.2.4. Possible lipid (cholesterol) changes.
- 12.10.3. Hormonal Side Effects
 - 12.10.3.1. Estrogen conversion (gynecomastia, water retention).
 - 12.10.3.2. Testicular shrinkage.
- 12.10.4. Sleep & Prostate Considerations
 - 12.10.4.1. Worsening of sleep apnea.
 - 12.10.4.2. Prostate enlargement symptoms (urinary changes).
 - 12.10.4.3. Prostate-Specific Antigen changes requiring monitoring.

13. Hormone Replacement Therapy (“HRT”) – female and male hormone replacement

The procedure for HRT is as follows:

- 13.1. Following the mandatory health assessment by the Doctor, you will be required to pay for the full cost of the programme upfront. It is expressly mentioned that medical aid will, unless an exception is made, **not cover the cost** of the HRT and therefore you will be liable for the account in your personal capacity.
- 13.2. The duration of the programme shall be for a minimum of 12 weeks, unless otherwise indicated by the Doctor.
- 13.3. The Doctor and/or the PB staff will administer the medication as prescribed by the Doctor.
- 13.4. Between 4 and 6 weeks from the commencement of the programme (and every 4 – 6 weeks thereafter for the duration of the programme), you will be required to arrange for PB to co-ordinate further blood tests and/or a physical check-up, if required by the

Doctor. It is expressly agreed that blood testing and making yourself available for same is entirely your responsibility; neither PB nor the Doctor will not be responsible for reminding you or for scheduling your blood tests.

- 13.5. For any self-administered medication prescribed by the Doctor, you will be required to place an order with PB for the delivery of same. Upon receipt of the shipment, you will check shipment(s) immediately for completeness and accuracy and confirm that you will report any and all discrepancies to PB and the compounding pharmacy within 48 hours of receipt of any shipment. Should you fail to report any discrepancies within 48 hours of receipt, as above, it will be considered that the shipment was correct and neither PB nor the compounding pharmacy will be held liable for the costs and/or action of any replacement/return thereof.
- 13.6. The PB offices will be open for you to schedule consultations throughout your programme between the hours of 9:00am and 17:00, Monday to Friday, with the exception of public holidays.

Medication-specific Acknowledgements and warranties

- 13.7. If you are female you understand the necessity of, and confirm that you will, attend annual gynaecologist appointments and annual mammograms.
- 13.8. You understand the importance of confirming with your gynaecologist that you are able to undergo HRT and you warrant to PB that your gynaecologist has confirmed your eligibility to undergo HRT. This notwithstanding, the PB Doctor may elect to refuse HRT treatment in his/her sole and absolute discretion.

13.9. Risks

The Patient understands and accepts that HRT may bring about the following risks:

13.9.1. Hormonal imbalance risks

- 13.9.1.1. Breast tenderness or enlargement.
- 13.9.1.2. Fluid retention and bloating.
- 13.9.1.3. Mood swings or emotional changes.
- 13.9.1.4. Headaches or migraines.

13.9.2. Metabolic & Cardiovascular risks

- 13.9.2.1. Blood pressure changes.
- 13.9.2.2. Lipid profile changes.
- 13.9.2.3. Insulin sensitivity shifts (improve or worsen).

13.9.3. Female-Specific Risks

- 13.9.3.1. Breakthrough bleeding
- 13.9.3.2. Endometrial thickening if progesterone is inadequate..
- 13.9.3.3. Changes in menstrual cycles.

13.9.4. Long-Term Considerations

- 13.9.4.1. Hormone-sensitive tissue stimulation.
- 13.9.4.2. Individual cancer risk factors must be assessed.
- 13.9.4.3. Requires regular review and lab monitoring.

14. **Human Chorionic Gonadotropin ("HCG")**

- 14.1. You understand that the prescription and use of HCG will only be provided in conjunction with specific therapies provided by the Doctor and not for the sole purpose of weight management and you acknowledge that the Doctor's tailor-made therapy will need to be followed in conjunction with the usage of HCG to ensure that any resultant weight management occurs in a sustainable fashion.
- 14.2. You understand that you need to provide an accurate, complete and full medical history, and you acknowledge that failure to provide truthful, accurate and complete information could result in inappropriate treatment being provided, for which neither the Doctor nor PB will be held liable.
- 14.3. The most common adverse reactions of HCG include, *inter alia*, headaches, feeling restless, irritable or fatigued, constipation, increased urination, mood swings, breast tenderness or swelling and pain, swelling, redness, bruising or irritation where the injection is given.
- 14.4. You understand that HCG will not be prescribed and is contraindicated if you are pregnant, trying to become pregnant, breastfeeding, Insulin-Dependent Diabetic, and further if you have a pre-existing condition of cancer, malignancy, undiagnosed uterine bleeding, heart disease or a history of heart attack, stroke, bleeding disorder or blood clots. You understand and acknowledge that it is necessary for you to disclose any pre-existing conditions in order to rule out any symptomatology that may not be related to HCG.

- 14.5. You understand that it is your responsibility to inform the PB Doctor if you are pregnant, intend or intend on becoming pregnant.
- 14.6. You understand that initial blood tests may be required to rule out any pre-existing conditions that would disqualify you from the HCG therapy.
- 14.7. You acknowledge that this therapy includes the off-label use of HCG and accordingly that unexpected adverse events may occur.
- 14.8. You acknowledge that human chorionic gonadotropin ("HCG") is registered by SAHPRA for indications limited to fertility, hypogonadism and cryptorchidism, and is NOT registered by SAHPRA as a treatment for weight management, obesity, insulin resistance or any metabolic condition. Any use of HCG in connection with weight management or a metabolic condition constitutes off-label use. You confirm that the off-label nature has been explained to you by the PB Doctor, that your questions have been answered to your satisfaction, and that you elect to proceed in the free exercise of your right to elect medical treatment. You acknowledge that the HCG preparation dispensed to you may be a compounded preparation, not evaluated by SAHPRA for safety, efficacy or quality, and you accept the associated risks.
- 14.9. You warrant that (a) you have disclosed a full and complete personal and family medical history (including any history of cancer, thromboembolic disorders, cardiovascular disease, stroke, undiagnosed abnormal bleeding, diabetes, precocious puberty or any hormone-related condition); (b) you have undergone the required screening blood tests and clinical assessment; (c) you have disclosed all medications, supplements, hormonal contraception and herbal remedies; and (d) you are not pregnant, are not attempting to become pregnant and are not breastfeeding. You undertake to inform the PB Doctor immediately of any change and to attend all monitoring appointments as directed.
- 14.10. You indemnify and hold harmless PB, its shareholders, directors, members, staff, contractors, the PB Doctor, Premier Rx and any compounding pharmacy engaged in the preparation of your HCG treatment against any and all claims, losses, damages, penalties, interest, professional fees and costs (including attorney-and-own-client fees) whether direct, indirect, consequential or special, suffered or incurred by any of them, or by you, or by any third party (including your dependants, spouse, estate or any unborn or post-partum child), arising out of or in connection with (a) the prescription, dispensing, compounding, delivery, administration, storage or use of HCG; (b) any adverse event, side-effect, complication, hormonal disturbance or unexpected outcome, whether known or unknown, foreseen or unforeseen; (c) any interaction between HCG and any other medication, supplement, hormone or substance used by you (whether disclosed or not); (d) any pregnancy (known or unknown at commencement) that is or may be affected by HCG treatment; (e) any breach by you of the warranties above; and (f) the off-label nature of the HCG treatment. This indemnity survives termination of this Agreement.
- 14.11. The PB Doctor may discontinue your HCG treatment at any time with immediate effect in his sole and absolute discretion if, in his clinical judgment, continuation is not in your best interests. You shall not be entitled to any refund, credit or claim in respect of fees paid or medication compounded, dispensed or administered. Withdrawal by you shall not entitle you to any refund, credit or set-off, and the retrospective recharge mechanism in clause 3.27 shall apply mutatis mutandis.
15. **IV Therapy**
 - 15.1. Benefits of IV Therapy include: increased absorption of infused vitamins and minerals (when compared to oral supplementation); increased and quicker infusion into the tissues; nutrients enter cells by means of a high concentration gradient; and higher doses of nutrients can be received when compared to oral ingestion without intestinal irritation.
 - 15.2. Risks of IV Therapy include: discomfort, bruising and pain at the site of injection, inflammation of the vein used for injection (phlebitis), severe allergic reactions, anaphylaxis, cardiac arrest and death.
16. **General**
 - 16.1. This Agreement constitutes the entire contract between PB and you / the Patient hereto regarding the subject matter of this Agreement, and novates, supersedes and cancels all previous communications, negotiations and agreements between them in that regard. You confirm that you have elected to use the PB Services freely and voluntarily and that you have not been induced to enter, or influenced in entering, into this Agreement by any undertaking, warranty, representation or statement not recorded herein.
 - 16.2. No variation, addition to or consensual termination of this Agreement shall be of any force or effect unless it is expressly recorded in writing and signed by a PB representative.
 - 16.3. No variation, amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement between you and PB, or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver, relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement between the you and PB, or other document issued pursuant to or in terms of this Agreement shall be binding or have any force or effect unless reduced to writing and signed by or on behalf of PB. Any such extension of time, waiver, relaxation or suspension which is so given or made shall be strictly construed as relating to strictly to the matter in respect whereof it was made or given.
 - 16.4. No extension of time, or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement between you and PB, or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against PB in respect of its rights under this Agreement.

- 16.5. No failure by PB to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way PB's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 16.6. PB may cede or assign any of its rights or delegate any of its obligations under the Agreement.
- 16.7. You may not, cede or assign any of its rights or delegate any of its obligations under this Agreement, unless specifically provided for, without the prior written consent of the other Party.
- 16.8. The cancellation, expiration or termination of this Agreement shall not negate any term or condition intended to survive such cancellation, expiration or termination of this Agreement.
- 16.9. If any clause, term or portion thereof, of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining clause, terms or portions thereof of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.
17. **PB Disclosure**
 - 17.1. Individual responses cannot be predicted.
 - 17.2. Side-effects may emerge immediately or over time.
 - 17.3. Non-compliance with the PB Doctor's advice, with PB guidelines and with any and all other instructions increases risk.
 - 17.4. Inadequate medical monitoring increases the risk of side effects.
 - 17.5. There are no guarantees of outcomes regardless of the therapy and/or medical regime.
 - 17.6. Lifestyle factors strongly influence safety and results.

Laws

18. This Agreement shall be interpreted in accordance with, and governed by, the laws of the Republic of South Africa.

19. Signature

You certify that you have read and understood all of the above terms, and as the Patient / Patient's and party to the Agreement, agree to and accept the terms of the Agreement by virtue of clicking "agree" or "accept".

PRIVACY NOTICE

Last updated: 13 February 2026

- 1) PB and the Doctor (for the purposes of this Notice, hereinafter "PB") shall process certain information, and sensitive personal information ("Patient Information") (as defined under the Protection of Personal Information Act 4 of 2013 ("POPI") in order to give effect to the Medical Services Agreement and ancillary documents (Agreement), for the purposes of performance under the Agreements, and/or in negotiating the terms of the Agreements (i.e. the subscription options elected by the Patient).
- 2) The data subject hereby provides consent in terms of s 18(4)(a) of POPI, that PB is not required to comply with the provisions of s 18(1) of POPI.
- 3) PB shall only process the minimum of the Patient Information necessarily required by PB in order to give effect to the above and shall only process the information for the purposes as set out above. At no time shall PB share the Patient's Information with third-parties, unless such third-parties are collaborating with PB to give effect to the purposes as stated in paragraph 1 above.
- 4) PB shall also share the Patient's Information with the Patient's PCP and/or next-of kin, unless instructed to the contrary by the Patient.
- 5) PB's staff originates and maintains paper and/or electronic records describing the Patient's health history, symptoms, examination and test results, diagnoses, treatment, and any plans for future care or treatment. This information serves as: A basis for planning the Patient's care and treatment; a means of communication among the many health professionals who contribute to the Patient's care; a source of information for applying the Patient's diagnosis to the Patient's monthly and/or ad hoc bills.
- 5) The Patient may, at any time, review the Privacy Notice prior to signing this consent, and PB reserves the right to amend the Privacy Notice at any time. It is the Patient's duty to constantly peruse PB's website for any updates to the Privacy Notice. Any changes to a Privacy Notice will become effective from the date of implementation, as stipulated on the Privacy Notice.
- 6) The Patient may request restrictions as to how the Patient's health information may be used or disclosed to carry out treatment, or health care operations, and may request details on the Patient Information stored by PB, amend such information or request that we erase the Patient's Information. Note, we shall not erase any information necessarily required to give effect to the Agreement or required in processing payment and collecting money from Patients.
- 7) The Patient may revoke consent to the Patient Information stored and/or processed by PB at any time. Such revocation will not result in PB refusing, or ceasing, to offer Services to a Patient, save for if/when a Patient refuses to disclose financial information necessarily required to obtain/request payment from a Patient.

- 8) For any questions regarding this Privacy Notice, the Patient must contact Premier Body at: info@premierbody.co.za or at ShopH61EF, The Piazza, Melrose Arch, Melrose North, Johannesburg, 2196.
- 9) **Exercise of privacy rights and complaints:** Mail or fax to us your written requests for modifying or cancelling a confidential communication, for copies of your records, or for amendments to your record. You may file a complaint with us by notifying our Privacy Officer of your complaint. You may also file a complaint to the Department of Health if you believe your privacy rights have been violated by us. We will not retaliate against you for filing a complaint. If you have any questions, wish to file a complaint, or exercise any rights listed in this, the Privacy Notice, please contact: Premier Body Privacy Officer Shop H61EF, The Piazza, Melrose Arch, Melrose North, 2196 Tel: 0724751571.
- 10) You confirm that you have read and understood all of the above terms contained in the Privacy Notice.