

4AM Performance

Terms and Conditions

Including the Medical Disclaimer and Informed Consent to Testosterone Replacement Therapy, and the POPIA Privacy Notice.

Effective date: 2026-06-03

Issued by: 4 AM Performance (Pty) Ltd (Registration No. 2025/306129/07)

Registered office: 3 Mariette Nook, Pretoriuspark, Gauteng, 0042, South Africa

Operating address: 519 Justice Mahomed Street, Pretoria, South Africa

READ THIS DOCUMENT BEFORE YOU PURCHASE A HEALTH SCREENING.

By ticking the acknowledgement boxes at checkout and completing payment for a 4AM Performance Health Screening, you confirm that you have read and agree to this document in full.

The most important things to understand before you continue:

(a) The screening fee is non-refundable from the moment your order is confirmed. This applies even if you do not attend your consultation, do not complete your bloodwork, or are determined by the doctor to be unsuitable for testosterone replacement therapy.

(b) What you are paying for is an eligibility assessment, not a guaranteed prescription. The assessment may result in a positive or negative finding. Both are valid outcomes of the service.

(c) This service is for South African residents only. Testosterone Replacement Therapy and any related medicine will be delivered only to a South African physical address.

(d) By paying for a screening, you grant explicit consent for our Operations Coordinator to access your personal and medical information for the operational purposes set out in clause 6 of this document and in the Privacy Notice.

(e) If you are female, under 30 years of age, or have any of the medical conditions listed in Schedule 1 of this document, you are not eligible for Testosterone Replacement Therapy and should not purchase a Health Screening.

PART A: TERMS AND CONDITIONS

These Terms and Conditions form a binding agreement between you (*the Client*) and **4 AM Performance (Pty) Ltd** (*4AM Performance, we, us or our*) in respect of the services described below.

1. Parties and Definitions

1.1 The Company. The contracting entity is 4 AM Performance (Pty) Ltd, a private company incorporated in the Republic of South Africa under registration number 2025/306129/07, with registered office at 3 Mariette Nook, Pretoriuspark, Gauteng, 0042, and operating address at 519 Justice Mahomed Street, Pretoria (*the Company*). The Company trades under the name **4AM Performance**.

1.2 The Prescribing Doctor. All clinical consultations, eligibility determinations, prescriptions, and ongoing monitoring are performed by Dr Candice Gunn (MBChB Cum Laude, ACLS) (*the Prescribing Doctor or Dr Candice Gunn*). Her HPCSA registration number is MP 0967289.

1.3 The Medical Director and Dispensing Practitioner. Dr Steven William Gunn (BSc, MBChB, CVIT) holds HPCSA Practice Number PR 1426702 and Medical Practitioner Number MP 0304972, and operates the LifeXMed practice at Menlo Park Centre, 13th Street, Menlo Park, Pretoria, 0081. Dr Steven Gunn holds a valid dispensing licence (licence number GP08088D-0) and is the dispensing practitioner of record for any medicine supplied under a Performance Programme (*the Dispensing Practitioner*).

1.4 The Operations Coordinator. The Company employs or contracts an Operations Coordinator who is responsible for the non-clinical coordination of your engagement with the Company, including routing of forms, scheduling of pathology and consultations, dispatch logistics, and follow-up communication (*the Operations Coordinator*). The Operations Coordinator is not a clinician and does not make clinical decisions.

1.5 Definitions. In this document:

- (a) *Health Screening* means the Silver Foundational Health Screening or the Gold Comprehensive Health Screening, each comprising the medical questionnaire, the pathology request and bloodwork, the review of results by the Prescribing Doctor, the resulting personalised health report, and the consultation with the Prescribing Doctor.
- (b) *Performance Programme* means a programme of Testosterone Replacement Therapy and ancillary services prescribed by the Prescribing Doctor following a successful Health Screening and dispensed by the Dispensing Practitioner.
- (c) *TRT* means Testosterone Replacement Therapy.
- (d) *POPIA* means the Protection of Personal Information Act 4 of 2013.
- (e) *HPCSA* means the Health Professions Council of South Africa.
- (f) *SAHPRA* means the South African Health Products Regulatory Authority.
- (g) *Medicines Act* means the Medicines and Related Substances Act 101 of 1965, as amended.
- (h) *CPA* means the Consumer Protection Act 68 of 2008.
- (i) *ECTA* means the Electronic Communications and Transactions Act 25 of 2002.

2. Description of Services

2.1 The Company offers two services to qualified male adults in South Africa:

(a) *Health Screenings*, sold publicly on the Company's website and intended to determine each Client's clinical suitability for TRT; and

(b) *Performance Programmes*, available privately by direct invitation to Clients who have completed a Health Screening and who the Prescribing Doctor has clinically approved for TRT.

2.2 The Performance Programme is not offered for public sale and cannot be purchased without an invitation from the Operations Coordinator following clinical approval by the Prescribing Doctor. This restriction reflects the regulated nature of the medicine under the Medicines Act.

2.3 The Health Screening is a structured eligibility assessment. It comprises (a) submission of a medical questionnaire, (b) bloodwork performed at an approved pathology laboratory using a pathology request form issued by the Company, (c) review of the results by the Prescribing Doctor, (d) preparation of a personalised health report, and (e) a consultation with the Prescribing Doctor (20 minutes for the Silver Screening; 45 minutes for the Gold Screening).

2.4 The Health Screening is an assessment, not a prescription. It may result in clinical approval for a Performance Programme, or in a clinical determination that TRT is not suitable for the Client. Both outcomes are valid completions of the Health Screening service. The Health Screening service is rendered when the Prescribing Doctor has issued her determination, regardless of whether that determination is positive or negative.

3. Eligibility and Territorial Scope

3.1 To purchase a Health Screening you represent and warrant that all of the following are true:

(a) you are male;

(b) you are 30 years of age or older;

(c) you do not have any of the disqualifying medical conditions listed in **Schedule 1** to this document;

(d) you are physically resident in the Republic of South Africa and are able to receive delivery at a South African physical address;

(e) the information you provide in your medical questionnaire and at any other point in your engagement with the Company will be true, accurate, and complete to the best of your knowledge; and

(f) you understand that purchasing a Health Screening does not entitle you to TRT and that the Prescribing Doctor's clinical determination is final.

3.2 The Company's services and products are offered only to natural persons resident in the Republic of South Africa with a South African delivery address. Testosterone is not exported by the Company and cannot be shipped outside South Africa. If a Client is unable to receive delivery within South Africa, the Company is unable to perform its obligations and a refund of any programme fee paid will be issued (see clause 5.4).

3.3 The Company may refuse to provide its services to any person at its sole discretion, including where it considers that the eligibility representations in clause 3.1 have not been satisfied.

4. Order Acceptance and Commencement of Service

4.1 An order for a Health Screening is placed when the Client completes payment through the Company's online checkout. Order acceptance by the Company occurs automatically upon successful payment, and an order confirmation is sent to the Client by email.

4.2 **The Health Screening service commences immediately upon order confirmation.** From that point, the Company immediately performs the following service activities on the Client's behalf: (a) the Client's

pathology request form is prepared and issued; (b) a slot is reserved in the Prescribing Doctor's diary for the Client's consultation; (c) the medical questionnaire is made available to the Client; and (d) the Operations Coordinator initiates the scheduling and coordination required to deliver the service. The Client expressly consents to the commencement of the service immediately upon order confirmation.

4.3 By proceeding with payment, the Client acknowledges and agrees that the cooling-off rights under section 44 of ECTA are not applicable once the service has commenced with the Client's consent in accordance with clause 4.2, and that no cooling-off right exists for the Health Screening fee from the point of order confirmation.

5. Fees, Payment, and Non-Refundability

5.1 **Fees.** The fee payable for each Health Screening is the price displayed at checkout. The current published prices are R950 for the Silver Foundational Health Screening and R1 550 for the Gold Comprehensive Health Screening. The Company may amend its published prices from time to time without notice; the price applicable to a Client is the price displayed at checkout at the time of payment.

5.2 **Payment terms.** Payment is required in full at the time of purchase. The Company's services do not include any payment plan, subscription, or recurring billing arrangement.

5.3 THE HEALTH SCREENING FEE IS NON-REFUNDABLE.

(a) The Health Screening fee is consideration for the eligibility-assessment service described in clause 2.3, which commences immediately upon order confirmation in accordance with clause 4.2.

(b) From the moment of order confirmation, and regardless of any subsequent event, the Health Screening fee is non-refundable. Without limiting the generality of the foregoing, no refund of the Health Screening fee will be available where:

- (i) the Client chooses not to complete the medical questionnaire;
- (ii) the Client chooses not to attend the pathology laboratory or not to have bloodwork drawn;
- (iii) the Client chooses not to attend the consultation with the Prescribing Doctor;
- (iv) the Prescribing Doctor determines that the Client is not suitable for TRT;
- (v) the Client changes his mind for any reason; or
- (vi) the Client withdraws from the process at any point after order confirmation.

(c) The Client expressly acknowledges that what is being purchased is the **eligibility-assessment service**, the outputs of which may be either a positive eligibility finding (in which case the Client may be invited to purchase a Performance Programme) or a negative eligibility finding (in which case the Client cannot proceed to TRT). Both outputs are valid and complete deliveries of the service for which the Client has paid.

5.4 **Limited statutory exceptions preserved.** Nothing in clause 5.3 limits any right of the Client that the Company is required by law to afford and which cannot lawfully be excluded by contract. In particular:

- (a) section 17(5) of the CPA, which provides that no cancellation fee may be charged where the cancellation is the result of the death or hospitalisation of the Client, is preserved; and
- (b) where the Company is itself unable to perform the Health Screening service, for example where the Client's delivery address is outside South Africa and the Performance Programme cannot be delivered, or where the Company's nominated pathology laboratory is unable to process the Client's request, a refund of the Health Screening fee will be issued.

5.5 Performance Programme fees. The Performance Programme is invoiced separately by direct link issued to approved Clients only. Once a Performance Programme has been dispensed by the Dispensing Practitioner, the medicine itself is non-returnable and the Performance Programme fee is non-refundable, save where the Company has been unable to perform.

5.6 Rescheduling consultations. A Client may reschedule the consultation with the Prescribing Doctor without charge if the request is made by email at least 24 hours before the scheduled consultation time. Repeated rescheduling, or rescheduling within 24 hours of the consultation time, may result in the consultation being treated as held and rendered for the purposes of clause 5.3.

6. Your Consent to Access by our Operations Coordinator

6.1 To deliver the Health Screening service efficiently, the Company employs or contracts an Operations Coordinator. The Operations Coordinator performs non-clinical operational tasks on the Client's behalf, including the following:

- (a) routing the Client's medical questionnaire responses to the Prescribing Doctor;
- (b) issuing the Client's pathology request form and coordinating any logistical arrangements with the pathology laboratory;
- (c) scheduling and rescheduling the Client's consultation with the Prescribing Doctor;
- (d) coordinating the dispatch and delivery of any Performance Programme prescribed by the Prescribing Doctor;
- (e) scheduling the Client's follow-up bloodwork and consultations; and
- (f) sending the Client payment links, programme information, and operational communications.

6.2 **Your direction and consent.** By purchasing a Health Screening, the Client expressly directs and consents to the Operations Coordinator having access to so much of the Client's personal information, including special personal information of a medical nature, as is reasonably required to perform the activities in clause 6.1. This consent is given in terms of section 11(1)(a) and section 27(1)(a) of POPIA.

6.3 **Limits of the Operations Coordinator's access.** The Operations Coordinator does not make clinical decisions, does not interpret pathology results, and does not have access to the raw pathology laboratory results, which are routed exclusively to the Prescribing Doctor. The Operations Coordinator operates under a written confidentiality undertaking with the Company.

6.4 **Withdrawal of consent.** A Client may withdraw the consent given under clause 6.2 at any time by written notice to info@4amperformance.com. Withdrawal of consent will result in the Company being unable to perform any further services for the Client. Withdrawal does not create a right to a refund of the Health Screening fee under clause 5.3, except to the extent that the Company has not yet rendered the service.

7. Client Responsibilities

7.1 The Client agrees to:

- (a) provide truthful, complete, and accurate information in the medical questionnaire and to update the Company promptly of any material change;
- (b) attend the pathology laboratory promptly and follow any pre-test instructions communicated by the Company or the laboratory;
- (c) attend the consultation with the Prescribing Doctor at the scheduled time;

- (d) follow the protocol prescribed by the Prescribing Doctor if approved for a Performance Programme, including the prescribed dosing schedule, follow-up bloodwork, and review consultations;
- (e) report any adverse event, side effect, or unexpected symptom to the Prescribing Doctor without delay;
- (f) not share, gift, sell, or otherwise transfer any medicine dispensed under a Performance Programme to any other person; and
- (g) safeguard any medicine in the Client's possession against loss, theft, and access by minors or unauthorised persons.

7.2 The Client acknowledges that misrepresentation in the medical questionnaire, including failure to disclose any of the conditions in Schedule 1 or any condition listed in clause 14, voids the suitability assessment and discharges the Company and the Doctors from liability for outcomes flowing from the undisclosed condition.

8. Limitation of Liability

8.1 To the fullest extent permitted by South African law, and subject always to the consumer's rights under the CPA which cannot be excluded or limited by contract, the Company's total aggregate liability to the Client for any claim arising out of or in connection with the Health Screening, the Performance Programme, or this document shall not exceed an amount equal to the total fees actually paid by the Client to the Company in the 12 months preceding the event giving rise to the claim.

8.2 The Company shall not be liable for indirect, consequential, special, or punitive damages, including loss of profit, loss of earnings, loss of opportunity, loss of goodwill, or loss arising from emotional distress, save to the extent that such liability cannot lawfully be excluded.

8.3 Without limiting any other provision of this document, the Company does not accept liability for:

- (a) inaccurate or delayed pathology results caused by the pathology laboratory;
- (b) delays in delivery caused by the courier or any other third party outside the Company's reasonable control;
- (c) outcomes that are the result of the Client's failure to follow the protocol prescribed by the Prescribing Doctor;
- (d) outcomes that are the result of the Client's misrepresentation or non-disclosure of a relevant medical condition; or
- (e) outcomes that are the result of any contraindicated use of the prescribed medicine or any concurrent therapy not disclosed to the Prescribing Doctor.

8.4 If a court of competent jurisdiction finds any provision of this clause 8 to be unenforceable, the limitation will apply to the maximum extent permitted by law and the remainder of the provision shall remain in full force and effect.

9. Disputes, Complaints, and Governing Law

9.1 **Informal resolution first.** Most disputes between a Client and the Company can be resolved informally. Before initiating any formal proceedings, the Client agrees to send a written description of the issue to info@4amperformance.com setting out (a) the Client's name and order details, (b) a description of the issue, and (c) the resolution sought. The Company will respond in writing within 14 days. The parties will work in good faith to resolve the issue for a period of 30 days from the date of the Company's response.

9.2 Regulators and ombudsmen. Nothing in this document prevents the Client from lodging a complaint with the HPCSA in respect of any clinical conduct, with the Information Regulator in respect of any POPIA matter, with the National Consumer Commission in respect of any CPA matter, or with the Office of the Health Ombud where appropriate.

9.3 Governing law. This document, and any contract formed under it, is governed by and construed in accordance with the laws of the Republic of South Africa.

9.4 Jurisdiction. The parties submit to the exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria, for the resolution of any dispute that has not been resolved by the informal process in clause 9.1, save for claims that fall within the jurisdiction of the Small Claims Court or claims for urgent relief which may be brought in any court of competent jurisdiction.

10. Variation, Notices, and General

10.1 Variation. The Company may amend this document from time to time. The terms published on the Company's website at the date of order confirmation are those applicable to that order.

10.2 Notices. Notices to the Company should be sent to info@4amperformance.com. Notices to the Client will be sent to the email address provided at checkout.

10.3 Severability. If any provision of this document is found to be unenforceable, the remaining provisions shall continue in full force and effect.

10.4 No waiver. Failure or delay by the Company to enforce any right under this document is not a waiver of that right.

10.5 Entire agreement. This document, together with any order confirmation, constitutes the entire agreement between the parties in respect of the subject matter and supersedes all prior communications.

10.6 Assignment. The Client may not assign any rights or obligations under this document. The Company may assign its rights and obligations to a successor entity on notice to the Client.

10.7 Survival. Clauses 5 (Fees and Non-Refundability), 6 (Operations Coordinator), 7.2 (Misrepresentation), 8 (Limitation of Liability), 9 (Disputes), and Part C (Privacy Notice) survive termination or expiry of the Client's engagement with the Company.

PART B: MEDICAL DISCLAIMER AND INFORMED CONSENT TO TESTOSTERONE REPLACEMENT THERAPY

This Part B is your informed consent to TRT and should be read together with Part A. The consultation with the Prescribing Doctor will revisit the matters set out in this Part B and the Client will be invited to ask any questions before any prescription is issued.

11. Nature of Testosterone Replacement Therapy

11.1 Testosterone Replacement Therapy is a long-term medical treatment in which exogenous testosterone is administered to a male patient whose endogenous production has been clinically determined to be below the normal physiological range or whose clinical presentation supports supplementation.

11.2 Testosterone is a Schedule 4 substance under the Medicines Act. A valid prescription issued by a registered medical practitioner is required for the supply of testosterone, and the medicine is dispensed only by the Dispensing Practitioner under his SAHPRA dispensing licence.

11.3 The Company's Performance Programme delivers testosterone by subcutaneous or intramuscular injection using a pre-filled pen device with an insulin-grade needle, administered as part of a 28-day programme. The prescribed dose, frequency, and duration are determined by the Prescribing Doctor for each Client individually.

12. Clinical Discretion and Scope of the Prescribing Doctor

12.1 All clinical decisions are the sole responsibility of the Prescribing Doctor, Dr Candice Gunn. The Client acknowledges that:

- (a) the Prescribing Doctor may decline to prescribe TRT for any clinical reason;
- (b) the Prescribing Doctor may adjust the dose or stop treatment at any time on clinical grounds;
- (c) the Prescribing Doctor may require additional bloodwork or investigations at any point;
- (d) the Prescribing Doctor may withdraw a prescription if the Client fails to follow the protocol or fails to attend follow-up bloodwork; and
- (e) the Prescribing Doctor's clinical determination is final and is not subject to appeal.

12.2 **Scope of the Prescribing Doctor's role.** The Prescribing Doctor's clinical role is limited to hormone optimisation. This means assessing the Client's eligibility for testosterone optimisation, prescribing and adjusting the testosterone protocol, interpreting bloodwork relevant to the protocol, and monitoring the Client's response to treatment. The Prescribing Doctor is not the Client's general practitioner or primary care physician, and the Health Screening and Performance Programme do not constitute primary medical care. The Client agrees to:

- (a) maintain a relationship with his own general practitioner or primary care doctor for all medical issues outside the scope of hormone optimisation, including acute illness, injury, mental health, and the management of any other chronic condition;
- (b) seek immediate care from his own general practitioner, the nearest emergency department, or the relevant emergency services for any medical emergency, acute symptom, or condition that falls outside the scope of hormone optimisation; and
- (c) inform his own general practitioner that he is on a testosterone optimisation programme, so that decisions made in primary care are taken with full information.

13. Off-Label Prescribing Disclosure

13.1 The Client acknowledges that the indications for which TRT may be prescribed in the Client's particular case may, in part, fall outside the indications stated in the SAHPRA-approved package insert for the testosterone product (so-called *off-label* use). Off-label prescribing is lawful in South Africa when the Prescribing Doctor exercises her clinical judgement, the Client has been informed, and the Client has consented.

13.2 By proceeding with a Performance Programme, the Client consents to the Prescribing Doctor's discretion to prescribe within or beyond the indications in the package insert as the Prescribing Doctor considers clinically appropriate.

14. Excluded Conditions and Conditions Requiring Disclosure

14.1 **Schedule 1: Disqualifying conditions.** A Client with any of the conditions listed in Schedule 1 to this document is not eligible for TRT under any circumstances. By purchasing a Health Screening, the Client confirms that he does not have any of those conditions.

14.2 **Conditions requiring disclosure.** A Client must disclose to the Company and to the Prescribing Doctor any history of, or current treatment for, the following non-exhaustive list of conditions, which do not automatically disqualify the Client but which the Prescribing Doctor will consider in her eligibility determination:

- (a) any cardiovascular disease, including hypertension, ischaemic heart disease, or prior myocardial infarction;
- (b) any prostate-related condition, including benign prostatic hyperplasia and elevated PSA results that have been investigated;
- (c) sleep apnoea, whether treated or untreated;
- (d) any condition affecting red blood cell count or blood viscosity;
- (e) any liver or kidney impairment;
- (f) any current intention to father a child, present or future, or any concern about fertility (TRT typically reduces sperm production);
- (g) any current or recent endocrine or hormonal treatment of any kind; and
- (h) any other chronic illness, current medication, or concurrent medical treatment that may interact with TRT.

15. Side Effects and Risks

15.1 The Client acknowledges that TRT carries known side effects and risks, which may include, but are not limited to, the following categories:

- (a) **Dermatological:** acne and oily skin;
- (b) **Genitourinary:** prolonged or unwanted erections, reduced testicular size, reduced sperm production, and reduced fertility;
- (c) **Cardiovascular:** changes in blood pressure, fluid retention, and changes in cholesterol profile;
- (d) **Haematological:** increase in red blood cell count (erythrocytosis or polycythaemia), which may require dose adjustment or periodic blood donation;

- (e) **Endocrine:** suppression of the hypothalamic-pituitary-gonadal axis, breast tissue development (gynaecomastia), and changes in mood;
- (f) **Hair:** changes in body and scalp hair distribution and growth; and
- (g) **Injection-site:** bruising, irritation, or local reaction.

15.2 The list in clause 15.1 is non-exhaustive. Other effects may be experienced and the Prescribing Doctor will discuss the Client's individual risk profile during the consultation.

15.3 The Client acknowledges that the long-term effects of prolonged TRT are the subject of ongoing clinical research and that some effects may not yet be fully understood.

16. Monitoring Obligations

16.1 TRT requires ongoing clinical monitoring. The Client agrees to comply with the following monitoring protocol:

- (a) **Baseline bloodwork** as part of the initial Health Screening;
- (b) **Day 23 follow-up bloodwork** during the first 28-day Performance Programme, to confirm that the Client's levels are responding to the prescribed protocol;
- (c) **Comprehensive review bloodwork** after the sixth 28-day Performance Programme (the Silver S15 panel or the Gold G20 panel, depending on the Client's original Health Screening);
- (d) such **additional bloodwork or consultation** as the Prescribing Doctor may require in her clinical discretion.

16.2 Failure to comply with the monitoring protocol may result in the Prescribing Doctor declining to issue any further prescription.

17. No Guarantee of Outcome

17.1 Individual responses to TRT vary. The Company and the Prescribing Doctor make no representation, warranty, or guarantee as to any specific outcome, including any specific testosterone level, symptomatic improvement, body-composition change, fertility outcome, libido outcome, energy outcome, mood outcome, or athletic-performance outcome.

17.2 The Client acknowledges that TRT is a medical intervention, not a guaranteed result, and that any expectations conveyed in the Company's marketing or by the Client's own research do not constitute a guarantee of personal outcome.

18. Telehealth Consent

18.1 Consultations with the Prescribing Doctor are conducted via telehealth (online video or audio consultation). The Client expressly consents to consultations being conducted by telehealth in accordance with HPCSA Booklet 10 (*General Ethical Guidelines for Good Practice in Telehealth*).

18.2 The Client acknowledges that telehealth consultations are subject to the same standard of care as in-person consultations but have inherent limitations, including (without limitation) the inability to perform in-person physical examination. The Prescribing Doctor will not conduct a consultation by telehealth if, in her clinical judgement, an in-person consultation is required, in which case the Client will be referred to an in-person consultation with an appropriate practitioner.

18.3 The Client acknowledges that telehealth consultations are not appropriate for medical emergencies. **In a medical emergency, the Client must call emergency services on 10177, or proceed immediately to the nearest emergency department.**

PART C: PRIVACY NOTICE (POPIA s.18)

This Part C is the notice required by section 18 of the Protection of Personal Information Act 4 of 2013. It sets out what personal information the Company collects, why, how it is used and shared, and the Client's rights.

19. Responsible Party and Information Officer

19.1 The **responsible party** for personal information processed under this Privacy Notice is 4 AM Performance (Pty) Ltd, registration number 2025/306129/07, registered office 3 Mariette Nook, Pretoriuspark, Gauteng, 0042.

19.2 The **Information Officer** may be contacted at info@4amperformance.com. The Information Officer is automatically the public officer of the Company unless otherwise designated.

20. Personal and Health Information We Collect

20.1 The Company collects the following categories of personal information directly from the Client:

- (a) identity and contact information (name, surname, date of birth, identity number where relevant, email address, mobile number, delivery address, gender);
- (b) payment information (card details, billing address, handled by the Company's payment service provider and not stored by the Company);
- (c) medical questionnaire responses, including medical history, current medication, lifestyle information, symptoms, and family history;
- (d) information disclosed by the Client to the Prescribing Doctor during the consultation; and
- (e) communications between the Client and the Company (email, WhatsApp, phone).

20.2 The Company also receives the following categories of personal information from third parties:

- (a) pathology bloodwork results, received from the approved pathology laboratory (routed directly to the Prescribing Doctor);
- (b) the Prescribing Doctor's clinical notes and personalised health report; and
- (c) order and dispatch information from the courier service used to deliver the Performance Programme.

20.3 The Company collects information automatically when the Client uses the Company's website, including IP address, device information, browser type, and pages visited, in accordance with the Company's cookie settings.

21. Purposes of Processing

21.1 The Company processes personal information only for the following specific purposes:

- (a) to assess the Client's eligibility for TRT;
- (b) to deliver the Health Screening and the Performance Programme;
- (c) to enable the Prescribing Doctor to make clinical decisions and to maintain the clinical record;
- (d) to enable the Dispensing Practitioner to dispense medicine and maintain the dispensing record;
- (e) to enable the Operations Coordinator to perform the activities in clause 6 of Part A;

- (f) to take payment, raise invoices, and meet the Company's accounting and tax obligations;
- (g) to communicate with the Client about the Client's engagement with the Company;
- (h) to comply with the Company's legal and regulatory obligations under the Medicines Act, the HPCSA rules, the National Health Act, POPIA, and the CPA; and
- (i) to operate, secure, and improve the Company's website and services.

22. Lawful Basis for Processing Health Data

22.1 Information about the Client's health constitutes **special personal information** under POPIA. The Company's lawful basis for processing the Client's health information is the Client's **explicit consent** given at checkout in accordance with section 27(1)(a) of POPIA, supplemented by any other lawful basis under sections 27 and 32 that may apply (for example, the performance of a medical service).

22.2 The Client may withdraw consent at any time by written notice to info@4amperformance.com. Withdrawal of consent does not affect the lawfulness of processing prior to withdrawal, and may result in the Company being unable to continue to provide its services.

23. Recipients and Operators

23.1 The Company shares personal information only with the following recipients and only to the extent necessary for the purposes set out in clause 21:

- (a) **The Prescribing Doctor**, Dr Candice Gunn, who accesses the Client's information for clinical purposes;
- (b) **The Dispensing Practitioner**, Dr Steven Gunn, who accesses Client information necessary to dispense the prescribed medicine under his SAHPRA dispensing licence;
- (c) **The Operations Coordinator**, for the operational purposes set out in clause 6 of Part A;
- (d) **The approved pathology laboratory**, for the purposes of performing the Client's bloodwork and returning the results to the Prescribing Doctor;
- (e) **The courier service**, for the purposes of delivering the Performance Programme;
- (f) **The Company's payment service provider**, for the purposes of processing the Client's payment;
- (g) **The Company's website hosting provider, email service, customer relationship management system, and scheduling system**, as operators acting on the Company's instructions; and
- (h) **Regulators, law-enforcement authorities, and courts**, where the Company is legally required to disclose information.

23.2 The Company does not sell personal information to any third party and does not share personal information for the marketing purposes of any third party.

24. Cross-Border Transfers

24.1 Some of the Company's operators are based outside South Africa, including, without limitation, providers of website hosting, email services, customer relationship management, and scheduling. The Company will ensure that any cross-border transfer of personal information complies with section 72 of POPIA, including by relying on the recipient's adequate level of protection (whether by law, binding corporate rules, or a binding agreement) or on the Client's consent to the transfer.

24.2 A current list of operators and their jurisdictions is available on request from the Information Officer.

25. Retention

25.1 The Company retains the Client's personal information for as long as is necessary to deliver the services and to comply with the Company's legal and regulatory obligations. In particular:

- (a) **clinical records** (including bloodwork, the Prescribing Doctor's notes, and the personalised health report) are retained for a minimum of six years from the date of the last consultation, in accordance with HPCSA guidance;
- (b) **prescription and dispensing records** are retained as required by the Medicines Act and the Pharmacy Act;
- (c) **tax and accounting records** are retained for the period required under the Tax Administration Act and the Companies Act; and
- (d) **other personal information** is retained for no longer than is necessary for the purpose for which it was collected.

26. Your Rights under POPIA

26.1 The Client has the following rights under POPIA, which the Client may exercise by written request to info@4amperformance.com:

- (a) to be notified that the Company holds personal information about the Client (section 18);
- (b) to access the personal information the Company holds (section 23);
- (c) to request correction or deletion of personal information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or unlawfully obtained (section 24);
- (d) to object, on reasonable grounds relating to the Client's particular situation, to the processing of personal information (section 11(3));
- (e) to withdraw consent to processing (section 11(2)(b)); and
- (f) to lodge a complaint with the Information Regulator (POPIAComplaints@inforegulator.org.za).

27. Security and Breach Notification

27.1 The Company takes reasonable technical and organisational measures to safeguard personal information in its possession or under its control, including access controls, encryption in transit, restricted-access inboxes for clinical results, and confidentiality undertakings for all personnel and operators.

27.2 If the Company becomes aware of a compromise of personal information, the Company will notify the Information Regulator and any affected Client as required under section 22 of POPIA.

28. Contact for Privacy Queries

28.1 All privacy-related queries, requests, and complaints should be addressed to the Information Officer at info@4amperformance.com.

SCHEDULE 1: DISQUALIFYING CONDITIONS

The following conditions disqualify a Client from receiving Testosterone Replacement Therapy under the Company's protocols. A Client with any of the conditions listed below must not purchase a Health Screening.

1. A current diagnosis of prostate cancer.
2. An unexplained elevated PSA (prostate-specific antigen) result that has not been investigated.
3. A current or previous diagnosis of male breast cancer.
4. Treatment for prostate cancer or any other cancer within the last five years.
5. A history of polycythaemia (an abnormally high red blood cell count) or any blood clotting disorder.
6. Uncontrolled congestive heart failure.

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