

Checkup Asia Sdn Bhd
REMOTE ASSISTED HEALTHCARE SUBSCRIPTION
AGREEMENT

THIS AGREEMENT is made on the date as stated on **Section 1 of Schedule One** of this Agreement (hereinafter called "**Subscription Date**") hereto (hereinafter called the "**Agreement**")

BETWEEN

CHECKUP ASIA SDN BHD (Company No. 848763-D), a company of limited liability incorporated in Malaysia and having its registered address at Wisma Goshen, 2nd Floor, 60, 62 & 64 Jalan SS 22/21, Damansara Jaya, 47400 Petaling Jaya, Selangor (hereinafter called "**CheckupAsia**") of the one part;

AND

THE NAME OF THE CLINIC OR MEDICAL CENTRE /DOCTOR as set out in **Section 3 of Schedule One** of this Agreement, a registered Medical Service Provider with the Ministry of Health Malaysia (hereinafter called "**The Practitioner**") of the second part;

AND

The person(s) whose names and are set out on **Section 2 of Schedule One** of this Agreement (hereinafter called "**the Subscriber**") of the other part.

CheckupAsia, The Practitioner and the Subscriber shall be hereinafter referred to collectively as "**the Parties**" and individually as "**the Party**".

RECITALS

- A.** CheckupAsia is a healthcare technology organisation with expertise in developing healthcare related applications and internet of things.
- B.** CheckupAsia offers its proprietary cloud-based health platform called OurCheckup portal through the subscription of the service known as "iCheckup Plus" with the sole purpose of providing continuous health

data Collection, keeping, updating and analytics (hereinafter known as **"the Service"**).

- C.** The Practitioner is a [legitimate medical doctor / medical institution] whose practice is licensed under the Ministry of Health Malaysia and appointed by CheckupAsia to provide periodical health data review to the Subscriber during the subscription period.

IT IS HEREBY AGREED by the Parties that:-

1. DEFINITION AND INTERPRETATION

1.1. Definitions

In this entire Agreement, unless the context otherwise requires:

- a. **"Ourcheckup.com Portal"** or **"Ourcheckup Portal"** means the online portal owned by CheckupAsia designed for the continuous storing of health data of the Subscriber collected either through manual input or through the use of health data collection devices as set out in **Section 7 of Schedule One of this Agreement**.
- b. **"OurCheckup Mobile Apps"** means the mobile applications developed and owned by CheckupAsia to be installed on his/her smart mobile devices (eg. Mobile phones and tablets) to receive his/her personal health data from his/her medical devices to collect the Subscriber's health data either through the health data collection devices or manual input. Ourcheckup Mobile Apps is only available for mobile devices operating on iOS and Android Operating System.
- c. **"Subscriber"** means any person who has subscribed to the Service as set out in Clause 3 through the Practitioner.
- d. **"Individual"** means any person who is at a legitimate age of above eighteen (18) years and interested in subscribing to the Service.
- e. **"Service"** means iCHECKUP Plus developed and owned by CheckupAsia.
- f. **"Devices"** includes but is not limited to the health data collection devices used as set out in **Section 8 of Schedule One of this Agreement** and may include other approved smart clients (hardware), mobile applications to be installed on his/her smart clients to receive his/her personal health vital data from the medical devices (mobile app(s)), web applications allowing the Subscriber to access with registered user name and password (web app(s)), and other services offered by CheckupAsia to collect health data of the Subscriber and synchronise such data to the OurCheckup Mobile Apps and to OurCheckup Portal.

2.—Terms of Subscription of Service

- 2.1. The following terms of subscription of the Service applies to the Subscriber's use of the Service (hereinafter called the "Subscription") as set out in Clause 3 of this Agreement provided by CheckupAsia and the Practitioner including without limitation any health data collection devices, hardware, mobile applications, and web applications.
- 2.2. By completing the Subscription Electronic Registration Form, the Subscriber hereby agrees and accepts the terms and conditions of the Subscription contained herein. Please read this Agreement carefully, and do not sign up for an account if you are unwilling or unable to be bound by the terms and conditions in this Agreement.
- 2.3. By completing the Subscription Electronic Registration Form, the Subscriber has declared that he/she is of the appropriate legal age and has full authority and capacity to legitimately enter into this Agreement. If the Subscriber has limited authority and legal capacity to legally enter into such Agreement, the Subscriber shall seek consent and approval from his/her parents (or other guardian who has such authority) before entering into this Agreement. The Subscriber's usage represents that he/she has obtained such consent and approval properly.
- 2.4. If the Subscriber has no authority and legal capacity to legally enter into such Agreement, he/she shall not be permitted to subscribe into this Agreement.

3. The Service

- 3.1. The Service, which is developed specifically for the continuous health data collection, keeping, updating and analytics and shall in **no manner** be interpreted as a health monitoring, management and diagnostic service.
- 3.2. Subscription to the Service shall grant the Subscriber the rights to store and keep health data collected using the Devices on the proprietary health portal platform known as OurCheckup during the Subscription Period as set out in **Section 5 of the Schedule One** of this Agreement.
- 3.3. CheckupAsia reserves the right to modify or replace all or any part of the Agreement (including, without limitation, pricing and payment terms set forth in **Schedule One**), or change, suspend, or discontinue all or any part of the Service at any time by posting at least seven (7) days' notice to the Subscriber through email notification.

3.4. The Subscriber is responsible to check the Agreement periodically for changes and by continuing the use of the Service following duly given notice of any changes to the Agreement constitutes acceptance of those changes.

3.5. The benefits of the Service shall be as set out in **Section 8 of Schedule One** of this Agreement.

4. User Account

4.1. The Subscriber shall guarantee that any information provided to CheckupAsia by the Subscriber shall be accurate, complete and up-to-date. The Subscriber shall be solely responsible for the activity that occurs on the Subscriber's account or password and for maintaining the security of the mobile application and web application and any information entered to the mobile application and web application.

4.2. The Subscriber shall not use or access another user's account without such other user's expressed permission. The Subscriber shall take steps to not allow unauthorised access to the Subscriber's account by safeguarding account details, such as password and username. The Subscriber shall immediately notify CheckupAsia in writing of any unauthorized use of his/her account, or any other account-related security breach of which he/she is aware of.

5. Use of Personal Information

5.1. This Agreement shall be read together with the CheckupAsia Privacy Policy in **Schedule Two**, which contains more information on how CheckupAsia uses and discloses personal information.

5.2. If the Subscriber creates, transmits, submits, displays or otherwise makes available his/her information (including, without limitation, information that are made available automatically through connection of the hardware to the mobile application(s)) while using the Service, the Subscriber represents that the information provided is information that is legally owned by himself / herself or information that the Subscriber has the right to use.

5.3. When the Subscriber provides access to any such information through the Service, he/she has given CheckupAsia the license to fully use that information in connection with providing him/her the Service. However, in terms of Personal Information (as defined in **Schedule Two**), CheckupAsia may only use the information the Subscriber has provided and as permitted by CheckupAsia's Privacy Policy and by applicable law.

6. Subscription of Service

- 6.1. By subscribing to the Service, the Subscriber shall agree to the terms and conditions as stated herein;
 - 6.1.1. The Subscriber has agreed to the payment of Service Fee as set out in and that all information provided in **Schedule One** are accurate and current;
 - 6.1.2. The Subscriber has agreed that the commencement of the Service shall be enforced with the execution of this Agreement and provided always that the Service Fee as stated in **Section 4 of Schedule One** of this Agreement is paid in full;
 - 6.1.3. The Subscriber's health data collected by the Devices provided under the Service as stated in Clause 6.2 shall be stored in the OurCheckup Portal;
 - 6.1.4. The Subscriber have agreed to allow his/her health data to be accessed and used by CheckupAsia and the Practitioner;
 - 6.1.5. The Subscriber has agreed and understood that the Subscription of Service shall include a complimentary quarterly scheduled Health Data Review and Consultation planned out and agreed upon between the Subscriber and the Practitioner (hereinafter known as "Scheduled Review and Consultation"). The Subscriber shall further agree that failing to present himself/herself on the day of the Scheduled Review and Consultation shall result in the forfeiture of the Scheduled Review and Consultation with the Practitioner for that specific quarter and that the Practitioner nor CheckupAsia shall have no obligation whatsoever to replace the forfeited Scheduled Review and Consultation benefit.
- 6.2. CheckupAsia and the Practitioner have made available the Service for the Subscriber to subscribe to and the Subscriber has agreed to subscribe to the Service of which the Service shall, aside from services stated in Clause 6.1 in this agreement, include the health data collection devices and professional services as set out in **Section 7 of Schedule One** of this Agreement;
 - 6.2.1. CheckupAsia has provided the Subscriber with Devices that are FDA Approved or in compliance with CE Standard to ensure the devices are as accurate as possible. However, the Subscriber has been deemed to have agreed and understood that the Devices used for the collection of health data may not be one hundred percent (100%) accurate, specifically the measurement of blood pressure when using the OurCheckup Health Band as the

method of such data collected are subject to factors such as;

6.2.1.1. the ethnicity of the Subscriber which may have a determination on the color of the skin which have a bearing on the accuracy of the measurement;

6.2.1.2. The placement and position in which the OurCheckup Health Band is worn;

6.2.1.3. The stability of the arm when the measurement is being collected.

6.3. In relation to Clause 6.2.1, the Subscriber shall agree not to hold CheckupAsia and the Practitioner liable for any inaccuracy in the data collected using the Devices.

7. Duration of Subscription

7.1. The duration of the Subscription shall be as set out in **Section 5 of Schedule One** of this Agreement (hereinafter known as "Subscription Period").

8. Termination of Service Subscription

8.1. The Subscriber shall be granted the rights to terminate the Service after the Subscription and during the Subscription Period. Such termination shall imply that the Subscriber is no longer interested to continue with the Service and that he/she has agreed that all information that has been stored in OurCheckup platform during the Subscription Period shall remain the rights and property of CheckupAsia and that Clause 5 shall survive such termination of service subscription.

8.2. The Subscriber shall have no claim whatsoever for any fee paid in relation to the Subscription of Service if such service is terminated before the end of the Subscription Period.

8.3. On termination of the Subscription, the Devices as in Clause 6.2 and **Section 7 of the Schedule One** shall remain the property of the Subscriber.

9. Renewal of Service

- 9.1. The Subscriber shall have the rights to renew the Subscription of Service for another term as set out in **Section 6 of Schedule One** of this Agreement before the end of the current subscription period of which such action can be executed from OurCheckup Mobile Apps.
- 9.2. CheckupAsia shall be responsible to notify the Subscriber of the renewal option one (1) month before the expiry date through notification on the OurCheckup Mobile Apps and email notification to the email used by the Subscriber when subscribing to the Service.
- 9.3. In relation to Clause 9.2, if the Subscriber fails to response to the notification and the Service expires, the Subscriber shall be automatically locked out from the use of the Service and expiry of Subscription shall set in immediately.

10. Expiry of Service Subscription

- 10.1. The expiry of the Subscription shall be interpreted as the voluntary action of the Subscriber to discontinue the Service and that the Subscriber has willingly entered into the Termination of Service Subscription as stated in Clause 8 of this Agreement.
- 10.2. The Subscriber shall agree that all information that has been stored in OurCheckup platform shall remain the rights and property of CheckupAsia and that Clause 5 shall continue to survive after the termination.

11. Warranty of Devices

- 11.1. The Devices shall carry a warranty period of twelve (12) months from the date in which this agreement is executed, as set out in **Section 1 of the Schedule One** of this Agreement.
- 11.2. The warranty shall cover only manufacturer defect and CheckupAsia shall provide a remedy of either repairing the Devices to a state in which the devices are deemed properly functional or to replace the devices if the devices are deemed to be irreparable.
- 11.3. CheckupAsia shall have obligation to repair Devices which are not due to manufacturer defect. Under such circumstances, the warranty shall be deemed inapplicable.
- 11.4. For a warranty claim, the Subscriber is responsible to return the Devices to the Practitioner or CheckupAsia directly.

12. Third-Party Sites and Services

- 12.1. CheckupAsia may provide links to, or contact information for, third party sites or services. CheckupAsia is not responsible for, and does not endorse, any third-party content, sites, or services

including, without limitation, any health care providers, products, tests, procedures, services, opinions, or web sites accessed or mentioned on the Services.

12.2. CheckupAsia may also enter into business arrangements with third-parties, which will allow the Subscriber to share his/her personal data with them and such decision by the Subscriber shall not be the responsibility of CheckupAsia.

12.3. In relation to Clause 12.1 and 12.2, the Subscriber shall agree to indemnify CheckupAsia for any liabilities arising from his/her voluntary action to provide any personal information to such third-party sites and services.

13. Rules of Conduct

13.1. As a condition of use, the Subscriber shall agree to use the Service only in accordance with this Agreement or other rules or policies implemented by CheckupAsia from time to time. The Service is provided only for the Subscriber's use and for the purpose as stated in Clause 3 of this Agreement.

13.2. The Subscriber shall not (and shall not permit any third party to) take any action that:

13.2.1. would constitute a violation of any applicable law, rule or regulation;

13.2.2. infringes on any intellectual property or other right of any other person or entity;

13.2.3. is threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; or

13.2.4. impersonates any person or entity;

13.2.5. impose or may impose an unreasonable or disproportionately large load on CheckupAsia (or its third-party providers) infrastructure;

13.2.6. interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;

13.2.7. bypass any measures CheckupAsia may use to prevent or restrict access to the Service (or parts thereof);

- 13.2.8. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service;
- 13.2.9. modify, translate, or otherwise create derivative works of any part of the Services; or
- 13.2.10. copy, rent, lease, distribute, or otherwise transfer any or all of the rights that the Subscriber receive hereunder.

14. License

- 14.1. CheckupAsia grants the Subscriber a limited, non-exclusive, non-transferrable, non-sublicensable license to access and make personal and non-commercial use of the Service.
- 14.2. The application is solely to be used in connection with the Service for the Subscriber's private, personal, non-commercial use, subject to all the terms and conditions of this agreement as they are applicable to the service.

15. Notifications Provided by CheckupAsia

- 15.1. CheckupAsia may from time to time provide automatic notifications to the Subscriber following certain changes made to the Subscriber's CheckupAsia account (including, without limitation, any account created by the Subscriber for accessing CheckupAsia's Service). Some of these notifications may then be customized, deactivated or reactivated by the Subscriber. CheckupAsia may add new notifications from time to time or cease to provide certain notifications at any time upon its sole discretion. Each notification has different options available, and the Subscriber may be asked to select from among these options upon activation of the notification service.
- 15.2. Because notifications are not encrypted, CheckupAsia shall not include the Subscriber's password. However, notifications may include some information about the Subscriber's account. Information such as average blood glucose levels, medication information or the number of times the Subscriber have tested his/her blood pressure and blood glucose may be included. Anyone with access to the Subscriber's email will be able to view the content of these notifications.
- 15.3. The Subscriber agrees and understands that any notifications provided to the Subscriber through the mobile applications or web applications may be delayed or prevented by a variety of factors. CheckupAsia will do its best to provide notifications in a timely

and accurate manner. However, CheckupAsia neither guarantees the delivery nor the accuracy of the content of any notifications. The Subscriber shall agree that CheckupAsia shall not be liable for any delays, failure to deliver, or misdirected delivery of any notification; for any errors in the content of notification; or for any actions taken or not taken by the Subscriber or any third party in reliance on a notification.

16. Commercial Use of the Service

If the Subscriber is interested in using the Service in a professional or commercial environment or for any non-personal use purpose, the Subscriber must contact CheckupAsia to obtain and agree to other written terms and conditions.

17. Limitation of Liability

To the fullest extent permitted by law, in no event shall CheckupAsia (nor its directors, employees, practitioners, agents, partners, suppliers, content providers, licensors or resellers) be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Service;

17.1. for any lost profits, data loss, loss of goodwill or opportunity, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, or substitute goods or services;

17.2. for the Subscriber's reliance on the service;

17.3. for any matter beyond its or their reasonable control, even if CheckupAsia has been advised of the possibility of any of the aforementioned damages.

18. Support

CheckupAsia offers email-based and online support tools. The Subscriber may access support resources or contact CheckupAsia's support by visiting <http://www.CheckupASIA.co>. CheckupAsia does not make any guarantees regarding how quickly CheckupAsia will respond to the Subscriber's request for support, or that CheckupAsia will be able to fix any problems the Subscriber may be facing. Any suggestions by CheckupAsia regarding use of the Service shall not be construed as a warranty.

19. General Warranty Disclaimer

The Service are provided "as is" and "as available and, to the fullest extent permitted by laws, is without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. CheckupAsia and its directors, employees, practitioners, agents, suppliers, sponsors and partners do not warrant that: (a) the Service will be secure or available at any particular time or location; (b) any defects or errors will be corrected; (c) any content or software available at or through the Service is free of viruses or other harmful components; or (d) the results of using the Service will meet his/her requirements. The Subscriber's use of the Service is solely at his/her own risk.

20. Indemnification

20.1. The Subscriber shall defend, indemnify, and hold harmless CheckupAsia, its affiliates and each of its, and its affiliates employees, contractors, directors, practitioners, suppliers and representatives from all liabilities, losses, claims, and expenses, including reasonable attorney's fees, that arise from or relate to;

- 20.1.1. The Subscriber's use or misuse of, or access to, the Services, or
- 20.1.2. The Subscriber's violation of the Terms of Use or any applicable law, contract, policy, regulation or other obligation.
- 20.2. CheckupAsia reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Subscriber, in which event the Subscriber will assist and cooperate with CheckupAsia in connection therewith.

21. Arbitration

- 21.1. A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the terms of use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The Subscriber and CheckupAsia agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The Terms of Use shall be governed by and construed in accordance with the laws of Malaysia.
- 21.2. Any unresolved dispute controversy or claim between the Parties shall be referred to and finally resolved by arbitration in Malaysia by an arbitrator to be agreed upon between the Parties or, failing agreement within fourteen (14) days after either Party has given to the other a written request to agree to the appointment of an arbitrator, a person to be nominated by the Director of the Kuala Lumpur Regional Centre for Arbitration at the request of either Party. The arbitration shall be in accordance with the Arbitration Act 2005 and the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration for the time being in force which rules are deemed to be incorporated by reference into this clause

~~22. CHANGES IN THE AGREEMENT USE~~

CheckupAsia may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the CheckupAsia site and/or e-mailed to the subscriber. In addition, the Agreement will always indicate the date it was last revised. The Subscriber is deemed to have accepted and agreed to be bound by any changes to the Agreement when the Subscriber continues the use of the Service after those changes are posted.

23. MISCELLANEOUS

The Terms of this Agreement ~~Use~~ are the entire agreement between the Subscriber, The Practitioner and CheckupAsia with respect to the service and supersede all prior or contemporaneous communications and

proposals (whether oral, written or electronic) between the Subscriber and CheckupAsia and the Practitioner with respect to the Service. If any provision of the terms of Subscription of service ~~use~~ is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the terms of use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The terms of use are personal to the Subscriber and are not assignable or transferable by the Subscriber except with CheckupAsia's prior written consent. CheckupAsia may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the terms of use and neither party has any authority of any kind to bind the other in any respect. All notices under the terms of this Agreement ~~use~~ will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or two days after it is sent, if sent for next day delivery by recognized overnight delivery service. Any questions regarding the service may be directed to Checkupasia at support@checkupasia.co.

24. PERSONAL DATA PROTECTION

24.1. The Subscriber undertakes that the Subscriber has provided consent to CheckupAsia to process and provide personal data to parties including, but not limited to the following:

- 24.1.1. any person to whom CheckupAsia is compelled or required to do so under the law;
- 24.1.2. government agencies and statutory bodies;
- 24.1.3. our affiliates, business partners, agents, service providers and/or third parties that are related to the purpose of collecting and using the Subscriber's personal data, irrespective of their location; and
- 24.1.4. our auditors, consultants, financial or professional advisors.
- 24.1.5.

Schedule One - Subscription of Service

Section 1 (Date of this Agreement)	_____ day of _____ 20_____
Section 2 (Subscriber)	1. Full Name : 2. I/C / Passport No. 3. Address : 4. Telephone : 5. Facsimile : 6. E-mail :
Section 3 (The Practitioner)	1. Name of Clinic / Medical Centre: 2. Clinic / Hospital License No : 3. Address of Clinic / Medical Centre: 4. Telephone : 5. Facsimile : 6. Name of Doctor: 7. I/C / Passport No: 8. MMA Full Registration No: 9. E-mail:
Section 4 (Service Fee)	[] RM 1,200 for 1 Year [Medical Officer's Programme] [] RM 1,500 for 1 Year [Specialist Doctor's Programme}]
Section 5 (Subscription Period)	
Section 6 (Renewal)	12 or 24 months from the date of this Agreement
Section 7 (Devices)	i OurCheckup Health Band x 1 unit ii OurCheckup Smart Blood Pressure Monitor x 1 Unit iii OurCheckup Smart Body Mass Index Scale x 1 unit iv Quarterly Professional Consultation with the Practitioner v Item (i), (ii) and (iii) of this section shall hereafter be collectively known as "The Devices"
Section 8 (Service Benefits)	i The Subscriber shall receive a of Devices as set out in Section 7 of this Schedule; ii Complimentary Quarterly scheduled Health Data Review and Consultation with the Practitioner.

IN WITNESS WHEREOF the parties hereto have hereunto set their
respective hand the day and year first abovewritten

Signed by)
for and on behalf of)
CHECKUP ASIA SDN BHD)

AND

Signed by THE PRACTITIONER)
Name:)
IC Number:)

AND

Signed by THE SUBSCRIBER)
Name:)
IC Number:)