

AGREEMENT FOR SERVICE

THIS AGREEMENT is made on the date as set out in **Section 1 of the Schedule One** of this Agreement between CheckupAsia Sdn Bhd (**Company No. 848763-D**) (hereinafter known as "**CheckupAsia**") and having its registered office at Wisma Goshen, 2nd Floor, 60, 62 & 64 Jalan SS 22/21, Damansara Jaya, 47400 Petaling Jaya, Selangor of the one part;

AND

THE NAME OF THE CLINIC (Registration No. /Doctor (IC No) as set out in **Section 2 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;

CheckupAsia is a private limited company that specializes in healthcare technology and the proprietor of the Ourcheckup.com portal and iCheckup Plus.

The Practitioner is an independent medical practitioner that is licensed by the Ministry of Health Malaysia to provide medical services to the public and shall NOT be treated at any point in time as an employee or a business entity of CheckupAsia and iHEAL Group of Companies.

CheckupAsia and the Practitioner in the context of this Agreement are herein collectively referred to as "**the Parties**" and individually as "**the Party**" in which CheckupAsia shall offer the Practitioner the rights to market its healthcare services in Malaysia.

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.
- 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 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 the devices in **Section 6 of the Schedule One** and may include other CheckupAsia 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. THE SERVICE

- 2.1. The Service, also known as iCheckup Plus is an online subscription based solution that is designed for continuous health data collection, keeping, updating and analytics owned by CheckupAsia.
- 2.2. The Service encompasses the use of CheckupAsia approved health data collection devices to collect health data from patients or any person who has subscribed to this Service through the initiative and effort of the Practitioner (hereafter known as **“the Subscriber”**) and storage of such data onto a secured online portal known as OurCheckup.com owned and managed by CheckupAsia.
- 2.3. The Service comprises of three entities, namely, (i) CheckupAsia as the OurCheckup platform and medical devices provider, (ii) the Subscriber being the participant who has subscribed to the Service for a specific duration and (iii) the Practitioner being the promoter and manager of the Service and health data management of the Subscriber.
- 2.4. The Service includes a provision of Complimentary Quarterly health data review in the quantity as set out in **Section 7 of the Schedule One** of this Agreement to the Subscriber during his/her Subscription Period and to be provided by the Practitioner through the access of Ourcheckup Portal.

3. AGREEMENT FOR SERVICE

Under this Agreement, CheckupAsia shall offer the Practitioner and the Practitioner has agreed to accept the offer based on the following terms and conditions;

- 3.1. CheckupAsia shall grant the Practitioner the rights to market and promote the range of remote assisted health data collection solution to its patients and to any person that have the desire to subscribe to the Service. Such rights shall be formalized by the submission of information in Schedule One of this Agreement by the Practitioner and

always subject to the acceptance of CheckupAsia. Such acceptance may take up to Seven (7) working days for approval;

- 3.2. CheckupAsia does not hold any guarantee that all Application for Agreement for Service shall be accepted. Such decision shall be at the absolute discretion of CheckupAsia;
- 3.3. CheckupAsia, on the acceptance of the Application for Agreement for Service submitted by the Practitioner, shall grant the Practitioner privileged access to the Ourcheckup platform to manage the health data of the Subscriber collected through health data collection devices provided by CheckupAsia during the subscription of Service.
- 3.4. The health data collection devices, provided in the Subscription of Service to the Subscriber shall include devices stated in **Section 6 of the Schedule One** of this Agreement and the terms of usage of the same devices shall be enforced under the Terms of Subscription as subscribed by the Subscriber. The health data collection devices may vary from time to time and always subject to the type of Subscription subscribed by the Subscriber;
- 3.5. CheckupAsia shall provide access to health data collected using the provided medical devices of the Subscriber to the Practitioner for the sole purpose of providing continuous management for the Subscriber during the Agreement period as set out in **Section 4 of the Schedule One** of this Agreement;
- 3.6. In relation to Clause 3.3, Clause 3.4 and Clause 3.7, the health data collected shall be the property and of ownership of CheckupAsia and that the Practitioner shall have no claims or whatsoever over the ownership of the health data;
- 3.7. **SERVICE PROVISION OF THE PRACTITIONER;**
The mandatory obligations of the Practitioner shall include but are not limited to the following:
 - 3.7.1. (a) The Practitioner shall be obligated to provide quarterly scheduled health data review to the Subscriber of the Service based on the health data collected from the Subscriber through the use of the health data collection devices and the Ourcheckup Portal and shall further be obligated to arrange an appointment with the Subscriber for a complimentary Consultation for the purpose of reviewing the quarterly scheduled health report;
 - (b) In relation to Clause 3.7.1 of this Agreement, the Practitioner shall be freed of his/her obligation for whatsoever reason the Subscriber fails to present himself/herself for the scheduled Consultation. The Practitioner is

encouraged to make attempts to remind the Subscriber of the quarterly health report.

(c) After a period of one (1) month from the scheduled consultation date, the Subscriber's quarterly complimentary consultation shall be deemed forfeited. Under such circumstances, the Practitioner shall at his/her own discretion decide to extend or not to extend the complimentary quarterly consultation to the Subscriber. The decision of the Practitioner shall be deemed final;

3.7.2. The responsibility of the Practitioner shall include submitting a proof of review of the Subscriber's quarterly health data as set out in Clause 3.5.1 by executing the Review button found in the Subscriber's health data page in OurCheckup portal;

3.7.3. The Practitioner shall agree to provide the Subscriber with his/her quarterly health data review report via electronical mail to the email address of the Subscriber;

3.7.4. If the terms and conditions set out in Clause 3.7.1, Clause 3.7.2 and Clause 3.7.3 are in breached, CheckupAsia shall have the absolute rights to execute Clause 9 of this Agreement.

3.8. CheckupAsia shall reimburse the amount as set out in **Section 5 of Schedule One** of this Agreement based on the terms and conditions as set out under Clause 5 of this Agreement and more specifically if the conditions set out in Clause 3.7 are fulfilled.

3.9. Nothing in this Agreement shall be construed to imply an employer-employee or principal-agent or partnership relationship between CheckupAsia and the Practitioner; nor shall the Practitioner be a servant or representative of CheckupAsia and neither Party shall have any authority to make any statements, representations or commitments of any kind on behalf of the other Party. The Practitioner shall for the purposes of this Agreement at all times be an independent Contractor to CheckupAsia.

3.10. The Practitioner shall be personally liable for any acts of negligence omission and/or breach of duty committed by him in the conduct of his professional practice.

3.11. RESTRICTION OF PRACTITIONER

3.11.1. The Practitioner shall be prohibited from using the health data of the Subscriber for any other use other of those as set out in Clause 2.5 and Clause 3.7 in its entirety.

- 3.11.2. The severity of the violation of Clause 3.11.1, CheckupAsia shall have the rights to execute Clause 10 of this Agreement immediately.

4. COMMENCEMENT AND DURATION OF AGREEMENT

- 4.1. The Parties hereby agree that their obligations pursuant to the terms and conditions of this Agreement shall commence on the date as set out in **Section 3 of the Schedule One** of this Agreement (hereinafter known as "**Commencement Date**").
- 4.2. The Commencement Date shall be the date of the acceptance of the Application for Agreement for Service submitted by the Practitioner and approved by CheckupAsia.
- 4.3. The validity duration as set out in **Section 4 of the Schedule One** of this Agreement (hereinafter known as "**Expiry Date**") or unless terminated in accordance with the provisions of this terms and conditions as set out in Clause 9 thereto.

5. RENEWAL OF AGREEMENT

- 5.1. The Practitioner shall have the right to renew the Agreement for Service for another term one (1) month before the Expiry Date as set out in **Section 4 of Schedule One** of this Agreement. Such renewal can be executed from the Ourcheckup.com portal.
- 5.2. CheckupAsia shall be responsible for notifying the Practitioner of the renewal exercise one (1) month before the expiry date through email notification send to the email registered by the Practitioner when executing this contact, more specifically in the Application for Agreement for Service .
- 5.3. In relation to Clause 5.2, if the Practitioner fails to response to the notification and after the expiration of the Agreement, the Practitioner shall be automatically locked out from accessing the Service and any health data of the Subscriber and the Termination of Agreement for Service set out in Clause 9 of this Agreement shall set in.

6. REGISTRATION OF SUBSCRIBER

- 6.1. The Practitioner, shall obtain an email address from the Subscriber and follow up by sending an invitation of Subscription of Service to the Subscriber.
- 6.2. The Subscription of Service shall be pre-filled with the particulars of the Practitioner and upon completion of the Subscription of Service Application including payment

of such subscription by the Subscriber, an automated notification of completion shall be sent to the Practitioner.

- 6.3. In relation to Clause 6.2, such Subscriber shall then be recognized as Subscriber to the Service offered by CheckupAsia and that CheckupAsia has assigned the Subscriber to the Practitioner to provide the services specified in this Agreement and the Subscription Agreement of the Subscriber.

7. REIMBURSEMENT OF SERVICE PROVISION

- 7.1. CheckupAsia shall reimburse the Practitioner a fee known as Service Fee based on the fee as set in **Section 5 of Schedule One** of this Agreement upon receiving a submission of claim from the Practitioner and always subject to the fulfilment of Clause 3.7 in its entirety.
- 7.2. In relation to Clause 3.7 of this agreement, if the Practitioner fails to fulfil the entire Service to the Subscriber for whichever reason, specifically the Consultation requirement but have fulfilled the quarterly health data review and such review has been made available and accessible to the Subscriber via electronic mail, the Practitioner would have deemed to have fulfilled part of the Service and as such, the Practitioner shall be paid an amount equivalent to Fifty Percentum (50%) of the Service Fee as set out in Section 5 of Schedule One of this Agreement.
- 7.3. The Practitioner shall use the OurCheckup.com portal or any other method deemed to be most appropriate that may be introduced by CheckupAsia to submit such claim.
- 7.4. The Practitioner shall only submit claims for Quarterly Consultation provided to the Subscriber based on the schedule of Consultation as set out in the Subscriber's Terms of Subscription Agreement.
- 7.5. All payment of Service Fees to The Practitioner shall be paid via telegraphic transfer to the bank accounts details as set out in Section 8 of the Schedule One of this Agreement;

8. RIGHTS OF THE SUBSCRIBER

- 8.1. The Subscriber shall be granted the rights to raise a motion to be assigned to a different Practitioner and such request shall be communicated to the Practitioner and the Practitioner shall endeavour to facilitate and provide a common amicable solution.
- 8.2. Should a common amicable solution not be achieved, CheckupAsia shall have the absolute rights to decide on the appropriate solution.

9. WITHHOLDING TAX (Applicable to foreign registered doctor and medical institution)

- 9.1. CheckupAsia shall withhold an amount equivalent to Ten Percentum (10%), or whatever percent applicable, from the Service Fee payable to the Practitioner as withholding tax as required under the federal, state, or local tax laws or regulations of Malaysia, where applicable.
- 9.2. Clause 9.1 is applicable to a Practitioner which is either an Individual Doctor or a registered medical institution with a business registration address and/or residing outside of Malaysia.
- 9.3. Clause 9.1 shall further apply to a Practitioner that requires the payment of Service Fee to be paid via telegraphic transfer to a bank account maintained outside of Malaysia as stated in Clause 7.3.1 of this Agreement.
- 9.4. The payment for Service Fee shall be net of the withholding tax.

10. SUSPENSION AND TERMINATION

10.1. Termination by Default

CheckupAsia may, without prejudice to any of its other rights and remedies in law or equity, at its absolute option suspend or terminate this Agreement immediately with or without notifying the Practitioner upon the happening of any of the following events:-

- 10.1.1. If the Practitioner is in breach of any warranty or of any of the terms of this Agreement; or;
- 10.1.2. If the Practitioner commits any act of misconduct or negligence either of a professional or personal nature; or;
- 10.1.3. If the registration of the Practitioner with the Malaysian Medical Council is revoked, terminated, cancelled or suspended or not issued; or;
- 10.1.4. If the Annual Practicing Certificate of the Practitioner from the Ministry of Health is revoked, terminated, cancelled, or suspended or not issued; or;
- 10.1.5. If the Practitioner is convicted of any offence punishable on conviction with imprisonment or fine; or;
- 10.1.6. If the Practitioner shall be found or declared to be of unsound mind by an independent qualified psychiatrist of CheckupAsia's choice;

- 10.1.7. If the Practitioner fails to observe proper standards of personal behaviour as stated in the Code of Medical Ethics - Malaysian Medical Association, which includes Personal Misuse or Abuse of Alcohol or other Drugs, Dishonesty: Improper Financial Transactions, Indecency and Violence, and any Incompetence to Practice;
 - 10.1.8. If the engagement of the Practitioner in accordance with the terms of this Agreement shall be illegal or shall be prohibited by the provision of any statute, law, regulation or rules.
- 10.2. Automatic Termination
Upon happening of any of the following events, CheckupAsia and/ or the Practitioner may without prejudice to any of their other rights and remedies terminate this Agreement subject to the giving of sixty (60) days prior written notice to either party: -
 - 10.2.1. If the business premise operated by CheckupAsia or the Clinic operated by the Practitioner or any substantial part thereof shall be damaged or destroyed by fire or any other disaster or force majeure event; or;
 - 10.2.2. If either Party goes in to liquidation and/or winding-up otherwise than for the purpose of reconstruction or amalgamation or if an order of Court is made for its compulsory liquidation or if there is a receiving order made against it; or;
 - 10.2.3. If the running of the Service for any reason shall become illegal or shall be prohibited by reason of any statute, law or regulation.
 - 10.2.4. If the Practitioner failed to renew this Agreement after the expiry of same Agreement.
- 10.3. Termination by Notice
 - 10.3.1. Either Party may terminate this Agreement upon giving the other One (1) month notice in writing, after the completion period of three (3) months service.
- 10.4. Consequences of Termination
 - 10.4.1. CheckupAsia shall have the rights to reassign the Subscriber to a Practitioner of its choice and that the Practitioner shall have no claim whatsoever after the termination.

- 10.4.2. Upon the termination of this Agreement by CheckupAsia, the Practitioner shall within fourteen (14) days of the notice of termination shall submit a final Service claims to CheckupAsia for reimbursement.
- 10.4.3. CheckupAsia shall remove all access of the Practitioner to its Ourcheckup platform and any other application to the Practitioner immediately after the termination notice is served.
- 10.4.4. The Practitioner must immediately return or destroy any printed, saved or offline information obtained in carrying out the Service pursuant to the Agreement

10.5. Remedy for Termination

- 10.5.1. A Practitioner who is terminated may appeal to Checkup Asia Sdn Bhd's Management within one (1) month from the operative date of termination. The decision of Checkup Asia Sdn Bhd's Management shall be final and conclusive.
- 10.5.2. While the appeal is ongoing, the Agreement is deemed to be suspended.
- 10.5.3. On the success of the appeal, CheckupAsia shall reinstate the Practitioner and that all terms of the existing Agreement shall continue to survive. CheckupAsia may initiate variations to the Agreement before reinstating the operation of the Agreement.

11. PROFESSIONAL LICENSEURE

- 11.1. The Practitioner shall, at his own cost and expense, obtain and maintain registration with the Malaysian Medical Council and obtain valid Annual Practicing Certificate from the Ministry of Health Malaysia.
- 11.2. As at the date of execution of this Agreement, the Practitioner shall provide CheckupAsia with copies of all the members' Full Registration Certificate, and Current and Valid Annual Practicing Certificate issued by the Malaysian Medical Council & Ministry of Health Malaysia. The Practitioner shall not permit any lapse of his Annual Practicing Certificate.

12. PROFESSIONAL LIABILITY COVERAGE

The Practitioner shall at all times and at his own cost and expense, be a member of a recognized medical protection organization or medical defence union and procure adequate medical malpractice insurance which shall provide sufficient indemnity coverage to his/her practice.

- 12.1. On or prior to the Commencement Date and annually thereafter, the Practitioner shall provide CheckupAsia with a copy of the medical protection membership renewal receipt from said medical protection organization and shall thereafter provide CheckupAsia acceptable proof of their continued renewal.
- 12.2. The Practitioner shall at all times maintain sufficient and adequate insurance coverage as required above and shall not permit any lapse of the same or of non-coverage which shall be considered as a breach of this Agreement.

13. VALIDITY OF AGREEMENT

- 13.1. This Agreement shall be legally binding and enforced once the Application of Agreement for Service submitted by the Practitioner is accepted and approved by CheckupAsia. Approval of the application shall be notified to the Practitioner through the Practitioner's registered email address.

14. AMENDMENTS

This Agreement or any amendment or waiver of terms hereof may be signed in counterparts, which together shall constitute one and the same Agreement. Any signature may be delivered by facsimile or by electronic form (*i.e.* PDF), which shall have the effect of an original signature.

15. NOTICES

Any notice hereunder shall be in writing and shall be either personally delivered, or transmitted by postage prepaid, registered air mail or transmitted by facsimile to the Party addressed as set out in **Section 9 of the Schedule One** of this Agreement.

16. USE OF NAMES

CheckupAsia shall grant the use of its Tradename (which include names such as iCheckup Plus, OurCheckup.com, its Logo, the names of the doctors associated with CheckupAsia) and other tradenames belonging to CheckupAsia to the Practitioner to use under the following conditions;

- 16.1. The Practitioner shall agree not to directly or indirectly use the Tradename to associate itself as an Employee or a Business Entity belonging to CheckupAsia and iHEAL Health's Group of Companies;
- 16.2. By using the tradename whether on print media or electronic media, The Practitioner shall agree to clearly state its association with CheckupAsia as "Service Provider";
- 16.3. The Practitioner shall agree to present the visual of any collaterals either on print media or electronic media that has the association of the tradename to CheckupAsia for approval at least Fourteen (14) days prior to presenting it to the public;

16.4. CheckupAsia shall have the absolute rights to approve or disapprove the use of its tradename by the Practitioner should the use is deemed inappropriate or being used in an unintended purpose;

16.4.1. CheckupAsia shall have the absolute right to execute Clause 9 if Clause 15 (or any other clause) of this Agreement is breached by the Practitioner;

17. CONFIDENTIALITY

17.1. The Practitioner undertakes to CheckupAsia to keep absolutely confidential all information, specifications or documentation or whatsoever that it or other persons appointed by it shall have obtained or received as a result of the discussions leading up to or the entering into of this Agreement or in the course of giving effect to this Agreement. The Practitioner's obligation of confidentiality shall not apply, to information, which is:

17.1.1. Already in its possession prior to entering into this Agreement; or

17.1.2. In the public domain prior to entering into this Agreement.

17.2. Disclosure of any confidential information pursuant to or under compulsion of a valid order of a court of law or under the requirement of law is not prohibited provided that the Practitioner making the disclosure pursuant to the court order or the requirement of the law shall first have given notice in writing to CheckupAsia whose confidential information is required to be disclosed.

17.3. The foregoing obligations concerning confidentiality shall survive the termination of this Agreement.

18. GOVERNING LAW

This Agreement and the performance hereunder shall be governed by and construed in accordance with the laws of Malaysia.

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SCHEDULE ONE – Application for Agreement For Service

Section 1 (Date of Agreement for Service)	Application Date
Section 2 (Name of Doctor & Clinic)	<ol style="list-style-type: none"> 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: 10. Mobile No: 11. Gender 12. Role 13. MMC Registration No 14. Copy of Current Annual Practising Certificate 15. Copy of Professional Certificate 16. Copy of Resume / Curriculum Vitae 17. Copy of Current Professional Indemnity Insurance:
Section 3 (Commencement Date)	Date will be printed on acceptance of application
Section 4 (Duration of Agreement for Service)	12 months from the commencement date
Section 5 (Fee to Practitioner)	<ol style="list-style-type: none"> 1. Initial Fee = RM 50 + RM 50 2. 1st Quarter Consultation = RM 75 3. 2nd Quarter Consultation = RM 75 4. 3rd Quarter Consultation = RM 75 5. 4th Quarter Consultation = RM 75
Section 6 [Health Data Collection Devices]	<ol style="list-style-type: none"> 1. OurCheckup Approved Health Band 2. OurCheckup Blood Pressure Monitor 3. OurCheckup Smart Body Mass Index Scale 4. Item (i), (ii) and (iii) of this section shall hereafter be collectively known as “The Devices”
Section 7 [Complimentary Quarterly Health Data Review and Consultation]	<ol style="list-style-type: none"> 1. Provide quarterly scheduled health data review and analysis to Subscriber; 2. Provide quarterly scheduled Consultation to the Subscriber based on the health data collected and analysed; 3. Prepare Subscriber’s Quarterly Health Data, medical summary and hand over the Subscriber by ways of printed copy or via email.

	4. The Practitioner is required to separately arrange with the Subscriber his/her scheduled quarterly health data review and consultation.
Section 8 [Bank Details of Practitioner]	1. Payee Full Name : 2. Payee Address : 3. Bank Name : 4. Bank Branch : 5. Bank Account Number : 6. Bank Swift Code :
Section 9 [Notices]	<u>Practitioner</u> Attention : Address : Tel / Fax : Email Address : <u>Checkup Asia Sdn Bhd</u> Attention : Chin Hoe Kit Address : Level 8, Annexe Block, Menara IGB, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia Tel : +603-22877398 Fax : +603-22877320 Email Address : hoekit.chin@CheckupAsia.co