

GROUP CORPORATE AGREEMENT

No.: _____

This agreement is made and entered into by and between:

ASALUS CORPORATION, a corporation organized and existing under Philippine laws and engaged in the Health Maintenance Organization business, known and registered under the brand name **INTELLICARE**, with principal office at 7th Floor Feliza Building, V.A. Rufino Street, Legaspi Village Makati City, hereinafter referred to as **"INTELLICARE"** and represented in this act by **JEREMY G. MATTI, Senior Vice President, Marketing and Sales Group**;

and

_____, a corporation organized and existing under Philippine laws, with principal office at _____, represented in this act by _____, hereinafter referred to as **"Client."**

WHEREAS, INTELLICARE is a Health Maintenance Organization capable and competent in providing and/or arranging health care services for enrolled members:

NOW, the parties have agreed as follows:

SECTION ONE – DEFINITION OF TERMS AND ELIGIBILITY

A. ELIGIBILITY

1. **PRINCIPAL MEMBERS.** Enrollees aged eighteen (18) and not more than sixty-five (65) years old. Client must enroll 100% of eligible employees within thirty (30) days from effective date of regularization. If notice is given after this period, commencement date shall be:

Date of Notice

Effectivity

| | | |
|--|---|---|
| 6 th to 20 th day of the month | - | 1 st day of the following month |
| 21 st to 5 th day of the month | - | 16 th day of the following month |

2. **DEPENDENTS.** Persons designated by a Principal for membership under this Agreement must be enrolled within thirty (30) days from the date of the enrollment of the Principal. Otherwise, a dependent can no longer be enrolled or covered under this Agreement.
 - a) **MARRIED PRINCIPAL.** Hierarchy: 1st Priority-Spouses not more than sixty-five (65) years old; 2nd Priority-Legitimate, legally adopted or legitimized children who are unmarried, unemployed, wholly dependent financially upon the member at least thirty (30) days old and not more than twenty-one (21) years old.
 - b) **UNMARRIED PRINCIPAL.** Hierarchy: 1st Priority-Biological children who are unmarried, unemployed, at least thirty (30) days old and not more than twenty-one (21) years old; 2nd Priority-Parents not more than sixty-five (65) years old; and 3rd Priority-Brothers, Sisters at least thirty (30) days old and not more than twenty-one (21) years old; only if wholly financially dependent upon the member.

Newly born children of Principals must be enrolled within thirty (30) days from date of eligibility. Enrollment of brothers, sisters and children must be in order of age starting with the eldest.

B. DEFINITION OF TERMS

1. **CLINIC.** A healthcare facility licensed by the Department of Health and offering diagnostic, laboratory, preventive care and out-patient services, diagnosis, treatment and care of individuals suffering from illness, disease, injury or deformity or in need of obstetrical or other surgical, medical and nursing care.
2. **CO-INSURANCE.** Other insurance or benefits which are paid or are payable in respect of any claims hereunder.
3. **CONGENITAL.** A physical or mental abnormality or illness existing at birth or manifesting within six (6) months of birth.
4. **COORDINATOR.** The first contact doctor for primary consultation. This includes Assistant Coordinators.
5. **COSMETIC SURGERY.** Reconstruction surgery or surgery which is not medically necessary or which is performed with the principal objective of improving the appearance of a person or which the person concerned considers or believes will improve his appearance and includes any surgery necessary for psychological reasons, adaptation and personal satisfaction in respect of an illness or accident hereunder.
6. **CUSTODIAL CARE.** Care provided mainly: (i) For personal needs, comfort or convenience by persons with or without specialized medical training or skills; (ii) To maintain, rather than improve the medical condition of a person as a prophylaxis precaution for a physical or mental function or to provide a protected environment.
7. **DOMICILIARY CARE.** Care provided because care in the patient's home is not available or is unsuitable.
8. **DREADED DISEASES.** Generally "chronic and irreversible" conditions requiring frequent and/or prolonged hospitalization, including those requiring continuous confinement for fifteen (15) days or more.
9. **EFFECTIVE DATE.** 12:01 a.m. on the date this Agreement takes effect.
10. **ELECTIVE CASE.** A non-emergency case that needs no urgent treatment and may be deferred without endangering the member's life.
11. **EMERGENCY CASE.** A condition that manifests itself by acute signs or symptoms of sufficient severity that a trained medical professional could reasonably expect that the member's life or health would be put at serious risk if no immediate attention is provided.
12. **EXPIRY DATE.** 12:00 midnight on the date of termination of this Agreement.
13. **GRACE PERIOD.** A period of fifteen (15) days from receipt of billing.
14. **HOSPITAL.** Is a health care institution providing patient treatment with specialized staff and equipment. The best-known type of hospital is the general hospital, which has an emergency department; and as per Department of Health (DOH) administrative order 147, 2004.
15. **ILLNESS.** (a) A sickness (a condition or an ailment affecting the general soundness and health of a member's body) or:
(b) A disease (affliction of body organs) having a defined and recognizable pattern of symptoms or:
(c) A pathological condition leading to the impairment of normal physiological function and requires medical treatment.
16. **IN-PATIENT.** Continuous confinement in a hospital for at least six (6) hours (except in an emergency case).
17. **INCREMENTAL COST.** The amount charge to members who voluntarily upgrade a room higher than their allowed plan.
18. **INTELLICARE ACCREDITED HOSPITAL.** Where a member may avail of benefits.

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19. **INTELLICARE AFFILIATED DOCTORS.** Provide services to members in INTELLICARE clinics and hospitals.
20. **INTELLICARE CLINIC.** Where a member may avail of out-patient consultations and diagnostic services.
21. **OUT-PATIENT.** A patient not hospitalized, who is being treated in a Clinic, or other ambulatory care facility.
22. **MAXIMUM LIMIT.** The maximum payable for the period of the agreement.
23. **MEMBER.** The collective term for principal members and dependents.
24. **MEMBERSHIP LIST.** The initial listing provided by the Client, detailing who is to be enrolled.
25. **OUT-PATIENT MEDICINES.** Take-home medicines, drugs, and medical supplies prescribed to, administered to, and/or consumed by members as the result of outpatient consultations. Examples are antibiotics, analgesics, antitussive, plaster casts.
26. **PRE-EXISTING CONDITION (PEC).** Any illness or condition where:
 - Any professional advice or treatment has been obtained; OR
 - Such illness was evident upon examination; OR
 - The natural history can be clinically determined to have started prior to any avilment whether or not the member is aware of such.
27. **PREVENTIVE CARE.** Nursing or medical care that focuses on the prevention of disease and health maintenance and includes early diagnosis of disease, discovery and identification of people at risk of developing specific problems, counseling, and other intervention to avert a health problem. Annual Physical Examination (APE) and health education programs are common examples of Preventive Care.
28. **REFERRAL CONTROL SHEET (RCS).** A form issued by INTELLICARE which facilitates avilment of services.
29. **RELATIVE VALUE SCALE (RVS).** Schedules of charges as agreed between the Association of Health Maintenance Organizations in the Philippines and various recognized Medical Societies.

SECTION TWO – MEMBERSHIP REQUIREMENTS

A. MEMBERSHIP REQUIREMENTS

1. INTELLICARE will furnish the Client/member:
 - a) Membership application forms (to be completed by members) if applicable.
 - b) INTELLICARE Identification Card; and
 - c) INTELLICARE / Client Agreement.
2. The Client undertakes to furnish INTELLICARE:
 - a) Membership List (upon which INTELLICARE will base the initial billing); and
 - b) Supplementary Lists of additional/deleted members as often as necessary.

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B. MATERIAL MISREPRESENTATION OR NON-DISCLOSURE

Misrepresentation or failure by the Client/member to disclose any material information, whether intentional or not, shall entitle INTELLICARE to terminate this Agreement, or the membership of the member concerned, effective immediately upon receipt by the Client/member of a notice of termination.

Information is deemed material if:

- a) it is among those questions required to be answered or supplied in the corporate and/or individual application and/or medical examination forms of INTELLICARE;
- b) it would have revealed the existence of a pre-existing condition under Section 7.C. or of a dreaded disease under Section 7.B.;
- c) it would have resulted in the disapproval of the application of the Client member for membership, or the assessment of a higher membership fee for the benefit/s applied for in accordance with the prevailing practice of INTELLICARE at the time the misrepresentation or non-disclosure is discovered;
- d) it involves any condition excluded from any previous HMO or Insurance cover.

SECTION THREE – UTILIZATION AND CLAIMS PROCEDURE

1. **NON-EMERGENCY CASE.** The member shall first report his condition to the INTELLICARE coordinator of the hospital/clinic who shall prescribe the necessary medical procedures and if hospitalization is needed, provide the hospital referral. INTELLICARE reserves the right to direct the member to other doctors for further opinion so as protect the interests of both the member and INTELLICARE. This may include referral to INTELLICARE's review board. Before discharge from hospital, a member must complete the INTELLICARE claim form and settle that portion of the medical bill not covered by this Agreement.
2. **EMERGENCY CASE.** The member may proceed directly to a hospital for treatment or hospitalization. The member, guardian or representative must inform INTELLICARE of the treatment within twenty-four (24) hours. The INTELLICARE coordinator will determine if it is an emergency case. If not, INTELLICARE will not pay for any treatment or hospitalization.
3. **REIMBURSEMENT.** Where INTELLICARE covered costs were not deducted from the medical bills and a member pays for them, reimbursement is available. Requests must be presented within sixty (60) days of the treatment, on the INTELLICARE claim form attaching **original** official receipts for payments, supporting charge slips, and any other relevant accounts. INTELLICARE will make reimbursement within thirty (30) days, but will not do so if the member has been indemnified or reimbursed by another party.
4. **PAYMENT.** INTELLICARE will process payment of all claims. All benefits will be paid by check to the member, unless he requests otherwise, or INTELLICARE considers it preferable to make the payment in another manner. In case of death of a member, any benefit due but remaining unpaid shall be paid to the beneficiaries in the following order: The member's (a) widow or widower; (b) children; (c) parents; (d) brothers and sisters; (e) executors or administrators.
5. **CO-INSURANCE.** INTELLICARE will pay benefits after deducting the value of any co-insurance in respect of those benefits. The member shall provide proof of his co-insurance cover for purposes of verification.

Provision on multiple covers: If a member has two or more covers with INTELLICARE, the maximum liability of INTELLICARE for each illness/accident shall be the amount provided in the cover with the highest maximum limit. Further, any expenses incurred by the member and paid by INTELLICARE under one cover can not be claimed under other covers.

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6. EXTRA BILLINGS.

- a) For medical, surgical, hospital and professional services expenses NOT EXPLICITLY COVERED under this Agreement member must settle all billings upon discharged from the hospital. If INTELLICARE will advance the payment, CLIENT/MEMBER shall pay INTELLICARE within seven (7) days of receiving statement of account with an administration fee of fifteen percent (15%). If not settled within seven (7) days a penalty of two percent (2%) per month, of the amount **owing** until the debt is satisfied. INTELLICARE has the option to suspend the I.D. card of the member(s) involved until settlement.
 - b) **DISCHARGE ORDER. EFFECT OR REFUSAL TO LEAVE.** Discharge orders from the hospital can be given by an INTELLICARE doctor. If a member refuses to comply with the discharge order, INTELLICARE will not pay for any charges.
 - c) **SERVICES OF NON-INTELLICARE DOCTOR.** The member will pay for these unless referred by the coordinator.
7. If a request for payment is denied, the member may appeal the decision to INTELLICARE within ten (10) days. Failing this, the claim shall be deemed as waived by the member.

8. ARBITRATION

- a) All disputes which may arise under, out of, in connection with or in relation to this Agreement shall be submitted to arbitration. One arbitrator shall be appointed by the parties in dispute. If they are unable to agree on a single arbitrator, two arbitrators shall be appointed (one by each party). In the event of further disagreement, the arbitrators shall select an umpire.
- b) If the dispute is in relation to medical knowledge, INTELLICARE may appoint an arbitrator who is a physician and the umpire shall be a consultant specialist or surgeon.
- c) Determination of liability or right of action against INTELLICARE shall be a condition precedent to any award granted to the prevailing party.

9. LITIGATION

Any action arising from this Agreement shall be brought under the jurisdiction of the courts of Makati City, to the exclusion of all other venues.

No action shall be brought to recover payment until sixty (60) days after proof of claim has been filed.

SECTION FOUR – CLIENT/ MEMBER’S RESPONSIBILITIES

INCREMENTAL (ADDITIONAL) CHARGES

1. ROOM ACCOMMODATION, NOT INCLUDED IN THE AGREEMENT OR HIGHER THAN ALLOWABLE.

Voluntary Upgrading - If a member chooses and occupies a room one category higher than what he is entitled to, the incremental cost for hospital expenses is as follows:

$$30\% [\text{Net hospital bill} - \text{room/board as charged}] + [\text{Room/board charged} - \text{allowable}]$$

Involuntary Upgrading - If a member has to occupy a room one category higher than what he is entitled to because of non-availability of a category room (*except suite room*), he will shoulder the difference in cost between the non-category room and the category room. However, should a room becomes available, the Member is obligated to transfer to a category room, otherwise incremental charges shall be billed to the Member.

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2. Members entitled to a particular category of accommodation will pay the additional costs if confined in any hospital that does not provide that category, or allow confinement for members under that category. Categories scale down from: Suite; Small Suite; Large Private; Regular Private; Small Private; Semi-Private; Ward. The hospital definition thereof applies.

3. **PROFESSIONAL FEES**

Members shall pay the difference between actual charges and RVS.

SECTION FIVE – BENEFITS

All Medical and hospitalization benefits covered under this agreement are specified in ANNEX “A” and “C”.

SECTION SIX – GENERAL LIMITATIONS FOR IN-PATIENT AND OUT-PATIENT SERVICES

- a) Under this Agreement, **HEALTHWAY MEDICAL CLINIC** is STRICTLY not accessible to all members.
- b) All confinements and out-patient services must have a written referral from a coordinator (Prescribed referral letter RCS form No. 1, 2 or 3); **INTELLICARE** reserves the right to determine whether any illness or condition is covered, following diagnosis. If there is a subsequent contradictory diagnosis, **INTELLICARE** retains the right to re-determine whether the illness or condition is covered. If not covered, **INTELLICARE** will not pay for the cost of the tests or treatment.
- c) Successive periods of hospital confinement for Dreaded diseases shall be considered as due to one illness/disability and subject to the maximum limit.
- d) Other modalities of treatment and/or diagnosis requiring sophisticated equipment and performed by highly skilled technicians or specially trained doctors for which there are no comparable conventional or traditional equivalents or counterparts will have a maximum limit of Php5,000.00. When a member avails of these modalities of treatment, **INTELLICARE** will not pay for the cost of further traditional modes of treatment/diagnostics for the same illness should they be necessary.
- e) Members expressly agree to waive any right to choose doctors and hereby authorize **INTELLICARE** to designate qualified doctors and reputable hospitals and clinics to render services.

SECTION SEVEN – EXCLUSIONS/DREADED DISEASES/PRE-EXISTING CONDITIONS

A. EXCLUSIONS

INTELLICARE will not pay for any costs or losses arising directly or indirectly from:

1. Services rendered by Non-**INTELLICARE** doctors, except with the prior written authorization of an **INTELLICARE** coordinator, or in emergency cases;
2. Hospital charges for special or private nursing services, supplemental foods and medicines like vitamins and minerals (unless prescribed), extra accommodation and non-medical personal appliances such as radio, television, telephone, computer;

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3. Health/Annual/Pre-employment check-ups for other companies, Government requirements, insurance purposes, or travel abroad;
4. Recuperation such as confinement in a sanitarium or convalescent home, rehabilitation medicines (including work-ups), custodial, domiciliary care, Government imposed quarantines;
5. Medical certificates;
6. Professional fees in medico-legal cases;
7. Refusal to undergo recommended treatment or demanding treatment for which INTELLICARE doctors believe a professionally acceptable alternative exists;
8. Blood screening;
9. Vaccines for immunization, anti-rabies, anti-venom, steroid injections;
10. Organ transplants or acquisition of an organ;
11. Procurement or use of eyeglasses, special braces, steel implants, buckles for retinal detachment, wheelchairs or prosthetic appliances including but not limited to items such as artificial limbs, hearing aids, crutches, intra-ocular lens, contact lenses, artificial hips or joints, pacemakers, mesh (for hernia), stents and ventilating tubes;
12. Determining/ruling out of PEC during the first twelve (12) months of membership if result is positive;
13. Determining /ruling out of hepatitis or tuberculosis if result is negative.

TREATMENT / PROCEDURES

1. Circumcision, infertility or fertility and virility/potency (erectile dysfunctions), artificial insemination, sex change;
2. Laser eye surgery for myopia or error of refraction;
3. Acupuncture, chiropractic treatment, iridology, chelation; cell implant therapy;
4. Speech or physical therapy in excess of twelve (12) sessions;
5. Sleep Study, unless directly related to an organic illness and the maximum limit is PHP5,000.00;
6. Reconstructive surgery except to treat a functional defect directly caused by accident or illness covered herein, cautery of warts, milia, xyringoma, facial moles, aesthetic, cosmetic or beautification alterations, sclerotherapy;
7. Out-patient medicines and medical supplies except in emergency cases;
8. All other treatments, laboratory examinations, diagnostic procedures and surgical procedures not specifically defined in this Agreement are considered not covered (Example but not limited to the following: Dental Surgery, Dental X-Ray, etc.).

EXTERNAL FORCES / ACTIVITIES

1. War-like or combat operations, Government declared acts of rebellion, active participation in riots or demonstrations, strikes or labor disputes, terrorism, provoked criminal acts, violation of a law or ordinance, commission of a crime whether consummated or not, serving in military, naval, or air forces of any country or international authority, unnecessary exposure to imminent danger or hazard, active participation in setting off and/or handling pyrotechnic materials, attempted suicide, self inflicted injuries;
2. Participation in hazardous activities such as skydiving, motor sports, judo, karate, taekwondo, boxing, wrestling, bungee jumping, scuba diving, snorkeling, horseback riding, polo, hunting, mountain climbing, rock climbing, hang gliding, spelunking, ballooning, gymnastics, or partaking as a paid professional or semi-professional in any sport;
3. Government declared epidemics; complete or partial destruction of hospital by fire; flood, or other perils; earthquake, tsunami, volcanic eruption; acts or order of Government, brownouts;
4. Aviation or aeronautics or sea travel other than as a fare-paying passenger on a licensed aircraft/vessel operated by a recognized airline/operator.

ILLNESSES / CONDITIONS

1. Congenital abnormalities such as neonatal hernia, indirect hernia, hemangioma, phimosis, harelip, clubfoot, cerebral palsy, renal diseases such as medullary sponge kidney, pediatric cardiovascular work-up and the like;
2. Developmental delay;
3. Neuro-developmental disorders such as ADHD – Attention Deficit Hyperactive Disorder, Autism; Genetic Disorder which may result to Mental Retardation (e.g. Down Syndrome); and other condition which may require speech/ physical and other related therapies;
4. Sexually transmitted diseases, AIDS and AIDS-related complex or condition;

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5. Substance addiction or reaction to use of prohibited drugs, alcoholism, alcohol intake, anxiety reaction, psychiatric and psychological illnesses, neurotic and psychiatric behavior disorders, or accidents arising from these conditions;
6. Guillaine-Barre Syndrome;
7. PEC during the first twelve (12) months of cover;
8. Hypersensitivity tests to check for allergies and desensitization;
9. Any disability which may have affected a Dependent prior to the thirtieth (30th) day after birth;
10. Pregnancy, complications due to abnormal pregnancies such as but not limited to ectopic pregnancy, tube pregnancy, h-mole, abruptio placenta, placenta previa etc., childbirth, miscarriage, abortion.

B. DREADED DISEASES

The following are deemed as such:

1. Cerebrovascular accident (Stroke) Paralysis, Epilepsy;
2. Central nervous system lesions (Poliomyelitis, Meningitis/ Encephalitis/Neurosurgical conditions);
3. Cardiovascular disease (Coronary/Valvular/Hypertensive Heart Disease);
4. Chronic obstructive pulmonary disease (Asthma / Bronchitis / Emphysema);
5. Liver parenchymal disease (Cirrhosis, Hepatitis, Newgrowth);
6. Chronic kidney/Urological disease (Urolithiasis, Obstructive Uropathies, etc.);
7. Chronic gastrointestinal tract disease;
8. Collagen diseases (Rheumatoid arthritis, Systemic lupus erythematosus);
9. Diabetes;
10. Malignancies and blood dyscrasia (Cancers, Leukemia, Idiopathic Thrombocytopenic Purpura);
11. Burns (if occurring prior to enrollment);
12. Single or multiple organ failure requiring dialysis; and
13. Any illness other than the above, which would require intensive care unit confinement.

Refer to ANNEX “A”, Letter F for the coverage of “DREADED DISEASES”.

C. PRE-EXISTING CONDITION

The following are considered as PRE-EXISTING CONDITIONS:

- a) Hypertension;
- b) Thyroid disease, Goiter;
- c) Cataracts/Glaucoma/Pterigium;
- d) Ear nose and/or throat conditions requiring surgery;
- e) Asthma;
- f) Tuberculosis;
- g) Chronic cholecystitis/choletithiasis and other forms of calcification;
- h) Hernia;
- i) Prostate disorders;
- j) Hemorrhoids and fistulae;
- k) Tumors;
- l) Uterine myoma, ovarian cyst, endometriosis;
- m) Buerger's disease;
- n) Varicose veins;
- o) Scoliosis;
- p) Arthritis;
- q) Chronic allergies;
- r) Gastric and duodenal ulcers;
- s) Dreaded diseases.

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In addition, any illness or injury shall be considered as Pre-Existing if:

- Any professional advice or treatment has been obtained for such illness or injury; OR
- Such illness or injury was evident upon medical examination; OR
- The natural history of such illness or injury can be clinically determined to have started prior to any availment whether or not the member is aware of such illness or injury.

Refer to ANNEX “A”, Letter F for the coverage of “PRE-EXISTING CONDITIONS”.

The maximum limit per illness and pre-existing/dreaded disease limits per year for dependent members enrolled after six (6) months from effective date will be calculated pro-rata on this formula:

$$\frac{\text{Total Days Remaining before expiry date}}{365 \text{ days}} \times \text{Maximum Limit (or Pre-Existing Condition/ Dreaded Disease Limit)} = \text{Limit}$$

SECTION EIGHT

A. SATISFACTION SERVICE

- a) All questions or concerns of members about medical services and benefits should be directed to INTELLICARE’s Head Office. Members should give complete information so that the INTELLICARE staff can work with the member to resolve matters as quickly as possible;
- b) INTELLICARE provides a Customer Service Department and will give the Client a hotline number for twenty-four (24) hour service;
- c) INTELLICARE will provide senior personnel to participate in a Quarterly Feedback Forum.

B. PAYMENT OF MEMBERSHIP FEES: The membership fees are due on the effective date of this Agreement and every month thereafter for monthly mode of payment, every quarter thereafter for quarterly mode of payment and every semester thereafter for semi-annual mode of payment. The membership fees due on any due date shall be the aggregate of the membership fees for all the persons enrolled under this Agreement.

The membership fees of Members added after any due date and any adjustments in the statement of account such as addition or deletion of Members, upgrading or downgrading of plan, errors and changes still under process shall be reflected in another statement of account to be given within thirty (30) days from the date the advice from CLIENT is received by INTELLICARE.

Should there be any dispute, contest or conflict as regards the statement of account (SOA) on any substantial matter appertaining thereto, CLIENT shall pay ninety percent (90%) of the sum demanded on or before the due date, notwithstanding such dispute, contest or conflict, unless CLIENT shows proof of significant error on any substantial matter stated in the statement of account. For purposes of this, significant error means an error that would affect at least twenty-five percent (25%) of the total amount due. Upon resolution of the dispute, contest or conflict, the adjustments, if any, shall be reflected in another statement of account to be given within thirty (30) days from the date the dispute, contest or conflict was settled by CLIENT and INTELLICARE. In this regard, a FULL payment of such adjusted SOA shall be made fifteen (15) days from the time of receipt of such adjusted SOA.

The absence of any written notice to INTELLICARE regarding dispute, contest or disagreement in the details contained in the SOA fifteen (15) days from the receipt thereof shall constitute CLIENT absolute agreement thereof.

In all cases herein, number of days shall be on a calendar-day basis.

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C. DELINQUENCY, GRACE PERIOD, LAPSES, AND RESUMPTION

- a) If payment for accounts billed ARE NOT RECEIVED BY INTELLICARE within the grace period, this agreement will automatically lapse. If payment is made subsequently, this will be deemed to be an application for resumption of cover;
- b) Any receipt issued by INTELLICARE will be conditional on whether approval is granted for resumption of cover;
- c) INTELLICARE may require additional information or documentation in support of the application for resumption of cover. If it is not forthcoming, INTELLICARE may refund the conditional payment received;
- d) Resumption of cover will be entirely at the discretion of INTELLICARE and subject to written confirmation thereof;
- e) If cover is reinstated, no benefits shall be payable for:
 - (i) any injury which arises during the lapse period; or
 - (ii) any illness that begins or manifests during the lapse period.

D. CONTRACT PRICE

The company/member with respect to this Agreement, agrees to pay INTELLICARE a periodic membership fee as specified in Annex B, attached hereof.

E. NON-TRANSFERABILITY

Client/member cannot transfer or assign this agreement, or membership.

F. PHILHEALTH/ECC PROVISION

This Agreement is integrated with benefits under PhilHealth and/or Employees Compensation Commission (ECC). INTELLICARE will deduct these entitlements from the amount otherwise payable. INTELLICARE will not pay or advance the costs of such benefits, nor be responsible for filing any claims under Philhealth or ECC.

G. EXTRA ORDINARY INFLATION OR DEFLATION

Pursuant to Article 1250 of the Civil Code of the Philippines, in case of extraordinary inflation or deflation of the Philippine currency the value of the currency on the date of this Agreement shall be the basis of payment by Client to INTELLICARE.

H. NEW TAX / IMPOST IMPLEMENTED DURING THE AGREEMENT

Any new tax imposed by the Government or any of its subdivisions while the Agreement is current shall be added to the premium in the month the tax became due provided that the parties shall agree to restructure the price the same month the tax became due.

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I. CONFIDENTIALITY

All documents, records, reports, and data, including data recorded in INTELLICARE data processing systems related to the receipt, processing, and payment of claims including all claim histories shall at all times be the property of INTELLICARE.

INTELLICARE agrees that:

- a) Medical records, including utilization data, names, addresses, telephone numbers, identification numbers, dates of birth and other personal information of and pertaining to Members may be given or obtained as a result of performing services and shall remain confidential. However, CLIENT may use non-individually identifiable information obtained from the Confidential Information for data compilations and reports including but not limited to statistical reports, cost containment analysis and claims studies.
- b) INTELLICARE shall not use or disclose individually identifiable Confidential Information, or any part thereof, in any manner other than is necessary to perform services under this Agreement, or as required by law. CLIENT also agrees to support and coordinate with INTELLICARE in defense against any action, sum of money, liability, damages, and claims which any party may bring against INTELLICARE as a direct or indirect result of CLIENT having received and/or used Confidential Information. Furthermore, CLIENT warrants that prior to INTELLICARE releasing any data that Members have given their written consent to release thereof. Finally, the Confidential Information shall not be disclosed by CLIENT, its employees, agents and representatives, in whole or in part, to any party without the prior written consent of INTELLICARE and/or the concerned Member.

SECTION NINE - EFFECTIVE DATE AND DURATION

A. AGREEMENT

This Agreement and endorsements constitute the entire contract between the parties hereto. Changes may be made by mutual agreement in writing.

B. EFFECTIVE DATE OF THE AGREEMENT

This Agreement takes effect on _____ until _____ as provided in the Schedule attached hereof.

C. TERMINATION OF AGREEMENT

- a) Either party may at any time before expiry date terminate this Agreement with or without cause provided written notice thereof is served upon the other party no later than thirty (30) days before the intended date of termination. INTELLICARE will make a refund in accordance with this formula:

$$\frac{70\% \text{ of premiums} - (\text{Utilization} + 20\% \text{ IBNR}^*) \times \text{Number of days remaining in payment period}}{\text{Number of days paid for}}$$

* IBNR- Estimated Claims Unrecorded/ Not yet incurred claims/Incurred but still in transit

No refunds will be made for I.D. card fees.

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- b) CLIENT shall not be allowed to pre-terminate coverage of any member enrolled within the contract period unless termination was as per paragraph 4, 5 or 6 of paragraph E of this section. Client undertakes to collect ID cards of all terminated members and return them to INTELLICARE. INTELLICARE will then refund individual prepaid premiums up to a maximum of six (6) months (annual payment) and three (3) months (semi-annual payment) as follows:

| <u>If Contract has been in force for:</u> | <u>Percentage of Membership Fee</u> | |
|--|--|--------------------------------|
| | <u>Annual Mode</u> | <u>Semi-Annual Mode</u> |
| Not more than one month | 80 % | 40% |
| More than 1 month but less than 2 months | 70 % | 28% |
| More than 2 months but less than 3 months | 60 % | No Refund |
| More than 3 months but less than 4 months | 50 % | No Refund |
| More than 4 months but less than 5 months | 40 % | No Refund |
| More than 5 months but less than 6 months | 30 % | No Refund |
| Six months or more | No refund | No Refund |

Always provided that this entitlement is subject to the member NOT having utilized any benefits.

D. RENEWAL OF AGREEMENT

This Agreement may be renewed for another year subject to negotiation.

E. TERMINATION OF COVERAGE

Once terminated all costs shall be charged to the Client/member. Cover shall automatically terminate on the earliest of the following dates:

1. Expiry date;
2. The date a member ceases to be eligible for coverage. Upon exceeding the maximum permissible age cover will continue until expiry date.
3. If the Client is an employer and a member is an employee of said employer, the date a member retires, is pensioned, leaves voluntarily, or is dismissed from employment, or the date the member otherwise ceases active work for the Client, except that, in the event of disability, temporary layoff or approved leave of absence, payment of the membership fee will continue the cover for a limited period commencing from the date a member ceases active work and automatically terminating:
 - a) in the event of disability, the end of the period of disability; or
 - b) in the event of temporary layoff or approved leave of absence, the end of the month; or
 - c) on the date a dependent ceases to be eligible; or
 - d) as regards dependents the termination date of the Principal member's cover.
4. The member allows another person to avail of INTELLICARE benefits;
5. Failure to pay for non-covered services {Section 3, 6 (a)};
6. Member fails to maintain a satisfactory doctor-patient relationship, violates the rules and regulations of the hospital, subjects any representative of INTELLICARE to abusive language, or commits any criminal act.

Please note that the benefit plan / package stated herein are subject to change until the final conforme has been signed and agreed upon.

Signed this _____ day of _____ at _____.

ASALUS CORPORATION
(INTELLICARE)

By:

By:

JEREMY G. MATTI
Senior Vice President, Sales and Marketing Group

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES

In _____, on this _____ day of _____, 20 _____, personally appeared before me **JEREMY G. MATTI** with **Tax Identification No. 117-629-446-000** representing **ASALUS CORPORATION** with corporate **Tax Identification No. 004-666-055-000** and _____ with **Permanent Identification No. (Postal I.D./SSS I.D./Driver's License/GSIS I.D./Passport)** _____ issued in _____ representing _____ with corporate **Tax Identification No.** _____ known to me and to me known to be the same persons who executed the foregoing Agreement, and they acknowledged to me that the same is their free act and voluntary deed and the free act and the voluntary deed of the corporation they represent for the uses and purposes therein set forth.

Witness my hand and seal on the date and the place first herein above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20 _____;

Please note that the benefit plan / package stated herein are subject to change until the final conforme has been signed and agreed upon.

ANNEX “A”

INTELLICARE agrees to arrange for preventive, diagnostic, and treatment services within INTELLICARE Clinic and INTELLICARE Accredited Hospitals for all members employed by the CLIENT, subject to the following terms and conditions under this program.

A. CARE IN INTELLICARE CLINIC/ACCREDITED HOSPITAL

I. PREVENTIVE CARE. The following Preventive Health Care Services will be provided in designated INTELLICARE Clinic:

1. Periodic medical check-up;
2. Annual physical examination (performed at any Aventus Clinic or using a mobile clinic at the company site for a minimum of one hundred [100] members per eight [8] hours shift), rendered to **principal members** after six (6) months of continuous coverage, and which includes:
 - 2.1. Complete blood count
 - 2.2. Urinalysis
 - 2.3. Fecalysis
 - 2.4. Chest x-ray
 - 2.5. Electrocardiogram (For members age thirty-five [35] years and above, or if indicated)
 - 2.6. Pap smear (For female members age thirty-five [35] years and above, or if prescribed)
 - 2.7. Evaluative doctor's consultation
 - 2.8. Pre-employment examination (which includes Physical Examination, Complete Blood Count, Urinalysis, Fecalysis and Chest x-ray) shall be covered through reimbursement at any Aventus Clinic. Client / Applicant shall initially pay the cost of **Five Hundred Pesos (Php500.00)** per head and shall be reimbursed upon inclusion with INTELLICARE. Exam will be considered as the Annual Physical Examination of the member for the contract period.

Note: i. **Client must notify INTELLICARE at least one (1) month before the preferred schedule of the APE availment;**

ii. **Members may also avail of the APE Package at assigned INTELLICARE Accredited Clinics provided that there is no Aventus Clinic available in the area.**

3. Management of health problems;
4. Routine immunization (except cost of vaccines);
5. Counseling on health habits, diet and family planning; and
6. Record keeping of medical history.

II. OUT-PATIENT CARE. The following Out-Patient Services will be provided to members and their included dependents in any INTELLICARE accredited hospital and/or INTELLICARE clinic **except Healthway Medical Clinic OR subject to “General Limitation” stated under Section Six, letter A.**

1. Medical consultation during regular clinic hours, excluding prescribed medicines;
2. Emergency room care;
3. Referral to accredited specialist/s;
4. Eye, Ear, Nose, and Throat consultations;
5. Treatment of minor injuries or illnesses (including ATS and Toxoid vaccines if indicated, except anti-rabies);
6. Laboratory tests, x-rays, and other diagnostic examinations prescribed by the INTELLICARE physician;
7. Minor surgery not requiring confinement;
8. Speech and physical therapy are covered up to twelve (12) sessions per year respectively;
9. Pre-natal and post-natal consultations are covered up to fourteen (14) consultations per year.

III. TREATMENT/IN-PATIENT CARE (Non-Emergency). The following hospitalization (In-Patient) services will apply when a INTELLICARE physician prescribes the hospitalization of the member and/or his/her included dependents in any INTELLICARE Accredited Hospital **subject to “General Limitation” stated under Section Six, letter A:**

Please note that the benefit plan / package stated herein are subject to change until the final conforme has been signed and agreed upon.

1. Room and Board benefits specified in Schedule per category;
2. Use of operating room and recovery room facilities;
3. Professional services of all attending accredited specialists;
4. Anesthesia and medications;
5. Blood transfusions and intravenous fluids;
6. Laboratory tests, x-rays, and other diagnostic examinations;
7. Administered medicines;
8. Admission kit including ice cap/wee bag;
9. Dressings, plaster casts, sutures and other items directly related to the medical management of the patient;
10. ICU confinement is covered up to Pre-existing Condition Limit;
11. Ambulance service is covered up to two thousand pesos (Php2,000.00) per member/year, hospital to hospital;
12. Assistance in administrative requirements through the liaison officer; and
13. All other hospital charges deemed necessary by INTELLICARE Accredited Physician in the treatment of the patient.

Note: Other modalities of treatment and/or diagnosis requiring sophisticated equipment and performed by highly skilled technicians or specially trained doctors for which there are no comparable conventional or traditional equivalents or counterparts will have a maximum limit of Php5,000.00. When a member avails of these modalities of treatment, INTELLICARE will not pay for the cost of further traditional modes of treatment/diagnostics for the same illness should they be necessary.

Non-emergency confinement or surgery (where the term emergency is defined in Section I (#11) shall be subject to prior review and approval by the INTELLICARE Review Board. INTELLICARE reserves the right to direct the member to other physicians or specialists for further opinion as needed so as to protect the interest of both the member and INTELLICARE.

IV. TREATMENT/IN-PATIENT CARE (Emergency). When the member and/or included dependents are under emergency care services at the emergency room of INTELLICARE Accredited Hospitals or Clinics, the following are provided **subject to “General Limitation” stated under Section Six, letter A:**

1. Accredited doctor's services;
2. Medicines administered during treatment, or for immediate relief;
3. Oxygen and intravenous fluids;
4. Dressings, plaster casts, and sutures;
5. Laboratory tests, x-rays, and other diagnostic examinations directly related to the emergency management of the patient.

*All emergency cases should be notified to INTELLICARE Head Office/Coordinator/Liaison Officer within twenty-four (24) hours from confinement.

V. GENERAL LIMITATIONS (For In-Patient and Out-Patient Cases).

If the following procedures are required, these limits will apply; inclusive of room and board, operating room charges, professional fees and other incidental expense relative to the procedure, provided it is deemed necessary:

- | | |
|--|---|
| - Heart Surgery/Angiography/Angiogram | up to Pre-existing Condition Limit, not to exceed PHP50,000.00; |
| - Transurethral Microwave Therapy of Prostate | up to Pre-existing Condition Limit, not to exceed PHP35,000.00; |
| - Percutaneous Ultrasonic Nephrolithotomy | up to Pre-existing Condition Limit, not to exceed PHP35,000.00; |
| - Lithotripsy | up to Pre-existing Condition Limit, not to exceed PHP30,000.00; |
| - Laparoscopic Procedure | up to Pre-existing Condition Limit, not to exceed PHP30,000.00; |
| - Arthroscopic Procedure | up to Pre-existing Condition Limit, not to exceed PHP30,000.00; |
| - Hysteroscopic Procedure | up to Pre-existing Condition Limit, not to exceed PHP30,000.00; |
| - Dialysis | up to Pre-existing Condition Limit; |
| - Chemotherapy / Radiotherapy | up to Pre-existing Condition Limit; |
| - Gamma Knife Surgery (<i>based on cobalt/ radiotherapy</i>) | up to Pre-existing Condition Limit; |
| - CT Scan | up to Pre-existing Condition Limit; |

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| | |
|--|-------------------------------------|
| - Ultrasound (<i>except for maternity cases</i>) | up to Pre-existing Condition Limit; |
| - Thallium Scintigraphy | up to Pre-existing Condition Limit; |
| - Benign Prostatic Hypertrophy | up to Pre-existing Condition Limit; |
| - 2D-Echo with Doppler | up to Pre-existing Condition Limit; |
| - 24-Hour Holter Monitoring | up to Pre-existing Condition Limit; |
| - Herniography | up to Pre-existing Condition Limit; |
| - Electromyography | up to Pre-existing Condition Limit; |
| - Treadmill Stress Test | up to Pre-existing Condition Limit; |
| - Myelogram | up to Pre-existing Condition Limit; |
| - Video Gastroscopy | up to Pre-existing Condition Limit; |
| - Mammography / Sonomammogram | up to Pre-existing Condition Limit; |
| - Bone Densitometry Scan (<i>Dexascan</i>) | up to Pre-existing Condition Limit; |
| - Magnetic Resonance Imaging | maximum PHP6,000.00; |
| - Nuclear Radioactive Isotope Scan | maximum PHP5,000.00; |
| - Neuroscan | maximum PHP7,000.00; |
| - Perfusion Scan | maximum PHP5,000.00. |

All procedures/diagnostic exams, if deemed required for any pre-existing conditions/dreaded diseases, shall be subject to the Dreaded Diseases/Pre-existing clause under this agreement.

B. CARE IN INTELICARE ACCREDITED DENTAL CLINIC

The following Dental Care Services will be provided to members and their included dependents at any INTELICARE Accredited Dental Clinic:

1. Dental examination;
2. Annual oral prophylaxis;
3. Oral health education through chairside instruction;
4. Orthodontic consultation (braces and malposition of teeth);
5. Pre-natal check of teeth and gums;
6. Temporomandibular joint consultation (clicking of jaws);
7. Conduct activities on dental health education (e.g. regarding AIDS);
8. Emergency dental treatment for the relief of pain;
9. Gum treatment for cases like inflammation or bleeding;
10. Temporary fillings;
11. Simple extraction of unsavable tooth;
12. Recementation of fixed bridges, crowns, jackets, inlays/outlays.

C. EMERGENCY CARE IN NON-INTELICARE ACCREDITED HOSPITALS

1. When a member or his/her included dependents finds that he/she is in immediate danger of losing a limb, eye or other part of the body, or is in severe pain that requires immediate relief, INTELICARE agrees to reimburse eighty percent (80%) of the total hospital bills including professional fees based on relative value scale (RVS) for INTELICARE accredited hospitals, but not to exceed the amount of **Thirty Thousand Pesos (PHP30,000.00)**.

Note: Member should notify INTELICARE within twenty-four (24) hours from time of emergency care.

2. INTELICARE shall pay the said amount when it is verified that INTELICARE facilities were not used because to have done so would entail a delay resulting in death, serious disability or significant jeopardy to the member's condition or the choice of hospital was beyond the control of the member or the member's family. Other expenses not covered in using Non-INTELICARE Accredited Hospital for emergency care is:
 - a) Follow-up care.

Please note that the benefit plan / package stated herein are subject to change until the final conforme has been signed and agreed upon.

D. MEMBER'S FINANCIAL ASSISTANCE BENEFIT INCLUDING DEATH BENEFIT AND DISABILITY BENEFIT (Principal Members Only)

INTELLICARE hereby agrees to provide the heirs and/or assignees of any employee-member who is enrolled in this program in the event of death or disability of any employee-member through natural or accidental causes:

SCHEDULE OF MEMBER'S FINANCIAL ASSISTANCE BENEFIT

| | | |
|---------------------------------------|-----|-----------|
| Natural death | PHP | 10,000.00 |
| Accidental death | | 20,000.00 |
| Loss of both hands | | 10,000.00 |
| Loss of both feet | | 10,000.00 |
| Loss of sight of both eyes | | 10,000.00 |
| Loss of one hand and one foot | | 10,000.00 |
| Loss of one hand and sight of one eye | | 10,000.00 |
| Loss of one foot and sight of one eye | | 10,000.00 |
| Loss of one hand or one foot | | 5,000.00 |
| Loss of sight of one eye | | 5,000.00 |

E. EMERGENCY CONFINEMENT IN A FOREIGN TERRITORY/COUNTRY

If a member undergoes confinement while in a foreign country under circumstances considered as emergency, INTELLICARE shall reimburse the hospital and professional charges incurred using INTELLICARE's relative value scale (RVS) as INTELLICARE would have paid had the member been confined and treated in a non-accredited hospital/clinic up to **Thirty Thousand Pesos (PHP30,000.00)**.

F. PRE-EXISTING CONDITIONS / DREADED DISEASES LIMIT

Pre-existing conditions / dreaded diseases shall be covered by INTELLICARE up to _____ (Php____.00) per member/ year for principals.

For the dependents, to have equal waiver of pre-existing conditions / dreaded diseases limit with the principals at least eighty percent (80%) of the total population of principals must enroll dependents. If the eighty percent (80%) rule is not met, pre-existing conditions / dreaded diseases shall _____ only on the first (1st) year of membership.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20_____ at Metro Manila, Philippines.

ASALUS CORPORATION
(INTELLICARE)

By: _____

By: _____

JEREMY G. MATTI
Senior Vice President, Sales and Marketing Group

SIGNED IN THE PRESENCE OF:

Please note that the benefit plan / package stated herein are subject to change until the final conforme has been signed and agreed upon.

GROUP CORPORATE AGREEMENT

No.: _____

MEMBERSHIP FEES

MODE

PER PRINCIPAL / PER IMMEDIATE DEPENDENT:

| Room & Board | Fees Before VAT | VAT | Total Fees | Maximum Limit |
|-------------------------|----------------------------|------------|-----------------------|----------------------|
| | | | | |
| | | | | |
| | | | | |

ADDITIONAL FEES (Subject to 12% VAT):

INTELLICARE SWIPE CARD: Php90.00/enrollee.

For non-Philhealth members – additional annual fee of Php2,400.00/enrollee.

One Hundred Pesos (Php100.00) shall be charged for each replacement of identification cards.

Note: i) This Agreement is integrated with benefits under PhilHealth.

ii) Members entitled to a particular category of accommodation will pay the additional costs if confined in any hospital that does not provide that category, or allow confinement for members under that category. Categories scale down from: Suite; Small Suite; Large Private; Regular Private; Small Private; Semi-Private; Ward. The hospital definition thereof applies.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20_____ at Metro Manila, Philippines.

**ASALUS CORPORATION
(INTELLICARE)**

By:

By:

JEREMY G. MATTI

Senior Vice President, Sales and Marketing Group

SIGNED IN THE PRESENCE OF:

Please note that the benefit plan / package stated herein are subject to change until the final conforme has been signed and agreed upon.

GROUP CORPORATE AGREEMENT

No.: _____

ADDITIONAL BENEFITS/ENDORSEMENTS

This endorsement is attached to and made part of the Corporate Agreement described below:

Notwithstanding provision of the Agreement, to the contrary, it is hereby declared agreed that the following proviso shall be added/amended/adopted to read as follows:

1. Under this Agreement, **HEALTHWAY MEDICAL CLINIC** is STRICTLY not accessible to all members.

2. **Emergency Care in Areas Where There Are No Accredited Facility**

Emergency cases in areas where there are no accredited facility in close proximity, **INTELLICARE** agrees to reimburse one hundred percent (100%) of the total hospital bills inclusive of professional fees based on relative value scale (RVS) for **INTELLICARE** accredited hospitals but not to exceed the amount of **Thirty Thousand Pesos (Php30,000.00)**.

All other terms and conditions in the Agreement not modified herein or affected by this Endorsement shall remain unchanged.

The effectivity date of this Endorsement is the Effective Date of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20_____ at Metro Manila, Philippines.

ASALUS CORPORATION
(INTELLICARE)

By:

By:

JEREMY G. MATTI
Senior Vice President, Sales and Marketing Group

SIGNED IN THE PRESENCE OF:
