

GetDocPlus Subscription Agreement

This **GetDocPlus Subscription Agreement** ("Agreement") is between

(1) Jireh Group Pte Ltd ("**Jireh Group**"), a company formed and existing under the laws of Singapore, having its principal place of business at 41 Namly Ave, SIM Management House, Singapore 267616;

and

(2) Organisation ("XXX"), each a "Party" and together the "Parties".

Jireh Group, operates GetDoc an e-platform to build a health ecosystem where certain health service providers have agreed to provide health services to GetDocPlus Subscribers at agreed professional fees pegged to concessionary corporate rates.

Organisation wishes to introduce a program of health benefits for its staff/associates/members utilising GetDocPlus services. Organisation will subscribe to the service, register their beneficiaries and promote the utilisation of GetDoc App to their staff/associates/members, who are covered by this benefit.

ORGANISATION desires to subscribe to GetDocPlus services for their staff/associates/members to access Medical, Dental and Allied health providers at concessionary rates on the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties agree as follows:

A. Term of Agreement. This Agreement shall be effective beginning on the Effective Date for an initial term of one year. The Agreement shall automatically renew for successive periods of one year each unless terminated in accordance with Section F below. Each 12 month period measured from the Effective Date is referred to as a "Contract Year."

B. Responsibilities of the Organisation. ORGANISATION ("Subscriber") will register their staff/associates/members on GetDocPlus.

C. Communicate GetDocPlus Information. The Subscriber shall endeavour to communicate and distribute to Subscriber's staff, members and their families information, notices of material benefit to their members using their available channels of communication.

D. Information. The Subscriber shall provide all information reasonably requested by GetDoc to perform its duties and to calculate its fees under this Agreement. The Subscriber shall provide GetDoc with a complete and accurate enrolment list of beneficiaries and agrees to comply with the restrictions on use and disclosure of protected private information (PPI) in the implementation of GetDocPlus program; and ensure that agents and subcontractors agree to the same restrictions and conditions as the Subscriber with regard to PPI.

E. Responsibilities of GetDoc. During the initial Contract Year and any renewal Contract Year, GetDoc shall provide the following services:

1. Enrolment. GetDoc shall provide to Subscriber a web based Console in the enrolment of staff/associates/members. In organisations with large groups of members, GetDoc will on request of the Subscriber provide assistance in organising information meetings.
2. Access to Healthcare Providers and Appointment bookings. GetDoc shall provide an App to allow members to search, select and secure an appointment where available, with their preferred provider.
3. A panel of Healthcare Providers who will provide health services pegged to concessionary corporate rates.
4. GetDoc will only process individual's personal data in accordance with the Personal Data Protection Act 2012 (No. 26 of 2012) in Singapore and the Personal Data Protection Act 2010 in Malaysia, the applicable regulations, guidelines, orders made under the Personal Data Protection Act in Singapore and Malaysia and any statutory amendments or reenactments made of the Singapore Personal Data Protection Act 2012 and Malaysia Personal Data Protection Act 2010 from time to time (collectively referred to as the "PDPA") as well as this Privacy Policy.

F. Limitations on Services. GetDoc does not assume any obligations other than those expressly stated in this Agreement (Section E). For the avoidance of doubt, GetDoc does not have the following obligations:

1. GetDoc has no discretionary authority or control over the management of Subscriber's Health Plan for staff, members and their families.
2. Not a health benefit Guarantor. GetDoc shall not be liable, nor advance its own funds, for the payment of health claims under the Subscriber Health welfare program. GetDoc does not guarantee payment of any benefits or claims incurred for medical/dental outpatient services. The Subscriber and or its staff/members shall have full responsibility and liability for payment of claims in accordance with the provisions of their own health welfare plan.

G. Termination of Agreement. This Agreement shall be terminated at the earliest date specified below:

1. Mutual Agreement. Any date mutually agreed upon by the parties, with 90 days or 3 months' written notice. There is no refund of annual subscription fees paid, for the remaining period of the subscription notice, neither is the subscription transferable.
2. Breach of Agreement. In the event of a breach of this Agreement, 30 days after the non-breaching party gives the other party notice of the breach unless the breach is remedied within such 30-day period.
3. End of Contract Year. As of the last day of a Contract Year, if either party gives at least 30 days' prior written notice to the other of its intent to terminate.

Termination of this Agreement shall not terminate the rights or obligations of either party with respect to any period prior to the termination or the obligation of the Subscriber to indemnify GetDoc under the provisions of this Agreement.

H. Indemnification. The following shall apply throughout the term of this Agreement and after termination or expiration of this Agreement.

1. **Reliance on Representations of Others.** The Subscriber acknowledges and agrees that, in order to fulfil its duties under this Agreement, GetDoc must rely on oral or written representations of the Subscriber's officers and employees, participants in the GetDocPlus Health Panel, and providers of service to the GetDocPlus members and has no duty to verify or independently audit such information. The Subscriber agrees to hold harmless GetDoc and its directors, officers and employees from and against any loss or damage, due to its good faith reliance on these oral or written representations.
2. **Indemnity.** The Subscriber agrees to indemnify and hold harmless GetDoc and its directors, officers, employees and agents from and against all claims, liabilities, lawsuits, settlements, judgments, damages, costs, penalties, and expenses, including attorneys' fees and costs, which are or may be incurred by GetDoc arising out of or in connection with the performance of its duties under this Agreement except to the extent the liability was caused by the gross negligence, fraud or intentional misconduct of GetDoc, its directors, officers, employees or agents, in the performance of such duties. GetDoc may retain, at its own expense, an attorney of its choice to represent it in any action described above without impairing in any way the indemnification contained in this section.

I. Notices. All notices, requests, and other communications shall be in writing and mailed, postage prepaid, to the other party. All notices pursuant to this Agreement shall be effective and deemed received upon the earlier of actual receipt by an officer of the party to whom the notice is addressed or three days after the notice is either deposited in first class mail or mailed by certified or registered mail, postage prepaid.

J. Assignment. Except as provided in the next section, neither party shall assign its rights or obligations hereunder without the prior written consent of the other, provided however, that GetDoc may assign the Agreement to a related entity or to any successor in a corporate reorganization or restructuring, including the purchaser of substantially all of GetDoc's assets, without consent.

K. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Republic of Singapore.

L. Force Majeure. If GetDoc is unable to perform its obligations under this Agreement by reason of war, fire, insurrection, strike, riot, earthquake, hurricane, natural disaster or act of God (an "Interruption"), this Agreement or such portions hereof as GetDoc is unable to perform shall be suspended until such time as the Interruption has been resolved. If the suspension continues for more than 60 days, ORGANISATION may terminate this Agreement upon 30 days' prior written notice.