

Healthcare Provider Agreement

This Healthcare Provider Agreement (the "Agreement") is made as of [Date], by and between:

Connected Care Sdn Bhd (Company No.: 202201023612 (1469309-H) , Company duly incorporated under the laws of Malaysia with its principal place of business located at A601, Block A, Phileo Damansara 1, No.9 Jalan 16/11, Petaling Jaya, 46350 Selangor Darul Ehsan, Malaysia (hereinafter referred to as "Agency");

AND

Healthcare Provider Name registered and accepted this agreement in our online platform (hereinafter referred to as "Provider").

WHEREAS, the Agency operates an online platform for the facilitation of Subscriber (*defined herein*) bookings with healthcare providers based on their expertise, services, availability, and other relevant criteria (hereinafter referred to as the "Platform");

WHEREAS, the Provider is a licensed and accredited healthcare provider and is willing to participate in the Agency's Platform to offer its healthcare services to Subscribers (*defined herein*) of the Platform;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

Definitions

For the purposes of this Agreement, the following terms shall have the meanings assigned to them below:

"Healthcare Provider" means any hospital, clinic, physician, or healthcare professional who is duly licensed and accredited to provide medical services and registered on the Platform.

"Services" refers to any medical consultation, diagnostic, therapeutic, or preventive services that the Provider offers to the said Subscribers.

"Platform" refers to the online portal, website, and any associated mobile applications operated by the Agency, through which the said Subscribers can book appointments with Healthcare Providers registered with the Platform.

" Subscriber(s)" refers to any individual or party who uses the Platform to seek out and schedule healthcare Services from the Provider and may include any person(s) who utilize the Services provided by the Providers herein, but booked through the Subscriber, using the Platform.

1. Scope of Services

1.1. Listing on the Platform:

The Provider agrees to list and display its healthcare Services, professional qualifications, availability, pricing, and any other relevant information on the Platform to allow Subscribers to make informed decisions and schedule appointments. The Provider agrees to regularly update this information to ensure its accuracy and relevance.

- 1.2 The Provider hereby undertakes with the Agency that once a Subscriber(s) has booked any of its Services through the Platform and has paid the booking deposit, the Provider shall not in any manner cancel (“Unauthorized Cancellation”) or make any changes to the Services provided therein including but not limited to changing the pricing, the type of Services which has been booked, the particular doctor or specialist whom the Subscriber has booked, the type of room booked, etc., without first obtaining the written consent of the Agency (“Unauthorized Cancellation” or “Unauthorized Changes”).

1.3

- 1.4 In the event, and for any reason whatsoever, the Provider makes a Unauthorized Cancellation, and the Subscriber cancels the booking as result of the said Unauthorized Cancellation, the Provider hereby agrees that due to the said Unauthorized Cancellation, which results in in the cancellation by the Subscriber thereto, the Provider shall compensate the Agency for the loss of its Service Fees (*defined herein*) which the Agency would have received if not for the Unauthorized Cancellation therein.

2. Provision of Services:

Upon accepting a booking from a Subscriber through the Platform, the Provider agrees to deliver the healthcare Services in accordance with Clause 1.2 above and in accordance with the professional standards applicable to the Provider’s practice area, ensuring that the Services meet the expected standard of care.

2.1. Exclusivity:

The Provider may participate in similar online platforms operated by other agencies unless explicitly agreed otherwise. However, the Agency may offer incentives for exclusive listing rights on the Platform, as agreed in writing.

3. Registration and Listing Requirement

3.1. Eligibility and Accreditation:

The Provider represents and warrants that it holds all necessary licenses, certifications, and accreditations required to practice in the healthcare field and jurisdiction in which it operates. The Provider also represents that it is in good standing with all relevant regulatory bodies. In the event, of any suspension or

termination of its license to provide healthcare services, the Provider hereby undertakes to immediately inform the Agency in writing of the same.

3.2. Documentation and Verification:

The Provider agrees to furnish all necessary documentation, including but not limited to proof of licensure, certification, insurance coverage, and accreditation, as requested by the Agency for verification purposes. The Agency reserves the right to suspend or terminate the Provider's listing if such documentation is not provided or is found to be insufficient or outdated or where any information relating to its licensure (including that of its healthcare professionals), certification, insurance coverage, and accreditation provided by the Provider to the Agency is found to be untrue, misleading or false.

3.3. Accuracy of Information as to Listings:

The Provider shall ensure that all information provided to the Agency and displayed on the Platform, including but not limited to service offerings, pricing, and availability, is accurate, up-to-date, and not misleading. The Provider agrees to update its listing promptly in the event of any changes and in event, the Listings has been changed, the undertakings and stipulations in Clause 1.2 and 1.3 shall be applicable therein.

4. Provider's Obligations and Responsibilities

4.1. Compliance with Applicable Laws:

The Provider agrees to comply with all applicable laws, rules, and regulations, including but not limited to healthcare regulations, data protection laws, and patient privacy laws or any other jurisdiction where its Services are rendered. The Provider further agrees to maintain all required licenses, permits, and accreditations during the term of this Agreement, when and where requested.

4.2. Standards of Care:

The Provider warrants that all Services rendered to the said Subscribers herein through the Platform will meet or exceed the standard of care expected in the healthcare industry and in the Provider's field of practice. The Provider will resolve any disputes, claims, or complaints arising from the Services directly with the Subscriber.

4.3 Professional Liability Insurance: The Provider shall maintain adequate professional liability insurance, malpractice insurance, and any other insurance coverage required by Malaysian law. The Provider shall furnish proof of such insurance coverage to the Agency upon request and ensure that such insurance remains in effect throughout the duration of this Agreement.

4.4 Patient Data Protection:

The Provider agrees to handle all Subscribers information and medical records in accordance with applicable data protection and privacy laws, including but not limited to the Personal Data Protection Act 2010 (PDPA) in Malaysia. The Provider shall ensure that all patient data is stored securely and only accessed by authorized personnel.

4.5 Appointment Management:

The Provider is responsible for managing its schedule and availability on the Platform. The Provider agrees to confirm or decline appointment requests in a timely manner, within 8 hours, to ensure effective Subscriber care and scheduling.

4.6 Response Time:

The Provider agrees to respond to any inquiries from the said Subscribers or the Agency related to the bookings or services offered through the Platform within 3 business days.

5 Agency's Obligations and Responsibilities

5.3 Platform Functionality:

The Agency agrees to maintain and operate the Platform, ensuring it remains functional and accessible to both Providers and Subscriber. The Agency will take reasonable steps to minimize downtime but makes no guarantees as to uninterrupted availability.

5.4 Marketing and Promotion:

The Agency agrees to promote the Provider's services through its Platform and other marketing channels. The Agency may, at its discretion, engage in digital marketing, advertising, and public relations campaigns to attract Subscriber to the Platform.

5.5 Platform Integrity:

The Agency will make reasonable efforts to ensure the accuracy and reliability of information displayed on the Platform, including maintaining secure systems for the storage and transmission of sensitive data.

5.6 Support Services:

The Agency shall provide the Provider with access to technical and customer support services to assist with any issues or inquiries related to the Provider's use of the Platform.

6 Platform Usage Term

6.3 License to Use the Platform:

The Agency grants the Provider a limited, revocable, non-exclusive, non-transferable license to access and use the Platform solely for the purpose of offering its healthcare Services and managing Subscriber bookings

6.4 Prohibited Activities:

The Provider agrees not to use the Platform for any illegal or fraudulent activities. The Provider is prohibited from engaging in any behavior that disrupts or interferes with the functionality of the Platform, or that misleads or defrauds Subscribers.

6.5 Service Fees and Commissions:

The Provider agrees to pay the Agency a service fee or commission (“Service Fee(s)”) based on each booking or transaction completed through the Platform. The Service Fee structure will be outlined in Registration module under sub-module Service which includes the defined commission category on percentage-based commission as agreed between the provider and Agency with minimum percentage per transaction is at 6% of the total Service Fee.

6.6 Payment Terms:

The Provider agrees that all payments owed to the Agency, including service fees and commissions, shall be deducted at source of booking by Agency. Provided, Agency has collected any additional amount other than its Service Fee on behalf of the Service provided by the Provider then the Agency will remit those payments to the Provider for services rendered to patients within 7 working days.

7. Data Protection and Privacy

7.1 Patient Data Handling:

The Provider agrees to handle all Subscribers’ data in strict compliance with applicable privacy and data protection laws in India, including the *Digital Personal Data Protection Act, 2023* (DPDPA).

7.2 Data Security:

The Agency shall implement reasonable and appropriate security safeguards to protect Subscribers’ data transmitted and stored on the Platform, in accordance with applicable Indian data protection standards and best practices. However, the Agency disclaims any liability for data breaches arising due to the Provider’s negligence or failure to comply with applicable data protection obligations.

7.3 Data Sharing and Consent:

The Provider hereby consents to the collection, processing, and sharing of necessary data with the Agency for the operation of the Platform and the facilitation of healthcare service bookings. The Agency shall use such data strictly in accordance with its Privacy Policy and applicable Indian data protection laws, including the DPDPA.

7 Term and Termination

7.1 Term:

This Agreement shall commence on the date of execution and continue in full force until terminated by either party in accordance with the provisions below.

Termination by the Provider:

The Provider may terminate this Agreement at any time by providing the Agency with 60 days prior written notice. Upon termination, the Provider's listing will be removed from the Platform, and any outstanding payments will be settled in accordance with the payment terms.

Termination by the Agency:

The Agency may terminate this Agreement, with or without cause, by providing 30 days prior written notice to the Provider. The Agency reserves the right to suspend or terminate the Provider's access to the Platform without prior notice if the Provider violates any terms of this Agreement.

7.2 Termination for Cause:

Either party may terminate this Agreement immediately in the event of a material breach by the other party. Material breaches include, but are not limited to, failure to comply with laws, negligence, misconduct, fraud, or failure to pay fees as required.

7.3 Effect of Termination:

Upon termination, the Provider shall immediately cease using the Platform and return or destroy any confidential information belonging to the Agency. The Provider shall remain liable for any outstanding obligations, including unpaid fees or unresolved patient disputes.

8 Indemnification

The Provider agrees to indemnify, defend, and hold harmless the Agency and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

8.1 The Provider's provision of its healthcare Services to the said Subscribers.

8.2 Any breach of this Agreement by the Provider.

8.3 Any violation of Malaysian laws, rules, or regulations by the Provider.

9 Limitation of Liability

9.1 Disclaimer

9.2 The Platform is provided "as is" and "as available." The Agency makes no warranties, express or implied, regarding the availability, functionality, or suitability of the Platform for any purpose

10 Limitation of Damages:

In no event shall the Agency be liable to the Provider for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement, including but not limited to loss of business, revenue, or profits.

11. Confidentiality

Both parties agree to treat as confidential any information marked as confidential or reasonably deemed confidential in nature, including business operations, Subscribers data, and financial information. Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing party, except as required by law.

12. Dispute Resolution

Any disputes arising out of or in connection with this Agreement shall be resolved through good-faith negotiations between the parties. If the dispute cannot be resolved amicably, the parties agree to submit the dispute to binding arbitration in Malaysia, under the rules of Asian International Arbitration Centre (AIAC).

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Malaysia. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in Malaysia.

14. Amendments

The Agency reserves the right to amend or modify this Agreement at any time, with prior written notice to the Provider. The Provider's continued use of the Platform following such notice shall be deemed acceptance of the revised terms.

15. Entire Agreement

This Agreement, together with any annexures and schedules attached hereto, constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior oral or written agreements, understandings, and communications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Executed by **the Agency**)
Connected Care Sdn Bhd)
(Co. Reg. No. 202201023612),)
Name:
Designation:

.....
Witness Name:
(NRIC No.:)

Executed by **the Provider**)
.....)
(Company Reg. No:)
in the presence of:- Name:
Designation:

.....
Witness name:
(NRIC No.)

Annexure 1: Fee Structure