

CUSTOMER GENERAL TERMS

BETWEEN

CORPORATECARE PLUS (M) SDN. BHD.

AND

CUSTOMER

GENERAL TERMS OF SERVICE

CUSTOMERS' AGREEMENT

This Agreement is

BETWEEN

1. **CORPORATECARE PLUS (M) SDN BHD** [Company Registration No. **202401054160 (1600002-W)**] a company incorporated in Malaysia with its registered office address at NO 10C, PERSIARAN GREENTOWN 4, GREENTOWN BUSSINESS CENTRE 30450, IPOH, PERAK ("**Corpcare**") of one part;

AND

2. The "**Customer**"

WHEREAS:

1. Corpcare provides an online Platform (defined hereinbelow) that connects third party service providers in the health and wellness industry, including without limitation, medical practitioner or healthcare provider, whether an individual professional or an organization with Corpcare' Members and the employers of Corpcare' Members wherein the third party service providers can list and publish their profiles and services available on the Platform while the Members can search for the service providers by name, specialisation, geographical area or any other criteria made available by Corpcare and make payments through the Platform for the health and wellness services provided by the third party service providers using the Entitlement (defined hereinbelow) given and assigned/allocated by the employers of the Members to the Members.
2. The Customer desires to access and use the Platform and also permitting its Members (defined hereinbelow) to use and access the Platform and make payment for the health and wellness services they received from third party service providers through the Platform using Entitlement assigned/allocated by the Customer to them, subject to the terms and conditions herein contained.

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless otherwise stated, in this Agreement:

"**Accounts**" means collectively the HR Administrator Account and the Member Accounts.

"**Agreement**" means this Agreement including any schedules and supplementals as may be amended from time to time.

“Data Protection Laws” means all laws and regulations in any jurisdiction applicable to the parties, which relate to the collection, disclosure, use or Processing of Personal Data, privacy, or data security, including, where applicable, the PDPA.

“Member Terms of Service” means the acceptable use policy for the Platform set out on this webpage (www.corpcare.com.my) as may from time to time be amended or varied by Corpcare in its sole discretion.

“Benefits Schedule” means the schedule of benefits set out on the webpage (or such other URL as Corpcare may specify), as may from time to time be amended or varied by Corpcare in its sole discretion.

“Business Day” means a day (other than a Saturday, Sunday or gazetted public holiday) on which banks are ordinarily open for business.

“Employee Dependant” means a dependant of an employee of the Customer as may be determined by the Customer.

“Enrolment Form” means the enrolment form prescribed by Corpcare from time to time which the Customer must complete in order to use and access to the Platform and grant its Members the rights to use and access to the Platform.

“Entitlement” has the meaning given to it in **Clause 3.3**.

“Fees” means the amounts invoiced from time to time by Corpcare to the Customer for fees chargeable by Corpcare to Customer including but not limited to (a) the Entitlement spent and utilised by the Customer and/or its Members, and (b) Platform Fees (including any subsequent addition thereto).

“Funding Method” means a payment method for each Scheme as described under Clause 4.

“HR Administrator Account” means the administrative account provided by Corpcare to the Customer for the purpose of accessing to and managing the Services and administering Member Accounts (including determining Entitlement and allocating Entitlement to Member Accounts).

“Members” means the individuals (including without limitation to the employees of the Customer, or Employee Dependants of the Customer’s employees) whom the Customer permits to use the Platform.

“Member Account” means an account on the Platform set up by the Customer through the Platform for Members, subject to the Fees payable by the Customer to Corpcare.

“Parties” means collectively Corpcare and the Customer. A **“Party”** means any one of the Parties.

“PDPA” means the Malaysia Personal Data Protection Act 2010 including all

amendments thereto and subsidiary legislation enacted thereunder, whether now or in the future.

“Personal Data” means (a) data, whether true or not, about an individual who can be identified from that data alone, or from that data and other information to which the party in possession of such data has or is likely to have access; and (b) data which has equivalent meaning under any applicable Data Protection Laws.

“Plan Start Date” means the date on which the Customer is allowed and permitted to use and access to the Platform and grants the right to use the same to the Members through Member Accounts. Corpcare will inform the Customer of the Plan Start Date by written notice when it is satisfied that all relevant information had been provided and all relevant payments had been made by the Customer.

“Platform” means collectively the Site and the Services.

“Platform Fees” means the fees payable by Customer to Corpcare for use of the Platform during the Services Term which are more particularly set out in **Schedule 1**.

“Process” means the carrying out of any operation or set of operations in relation to the Personal Data, including without limitation to recording, holding, organizing, adapting, altering, modifying, retrieving, combining, transmitting, erasing or destroying.

“Privacy Policy” means the privacy policy of Corpcare as set out on this webpage (www.corpcare.com.my) or the Platform as may from time to time be amended or varied by Corpcare in its sole discretion.

“Scheme” means a customised benefits plan for one or more Member Accounts as may from time to time be created by the Customer through the HR Administrator Account on the Platform.

“Services” means the applicable Corpcare applications, platform, content, features, and software provided by Corpcare through or using the Site, including HR Administrator Account and Member Accounts but excluding all the healthcare and wellness services and facility(ies) listed thereon and/or provided, delivered, gave or administered by the service providers listed thereon to the Customer and/or the Members.

“Services Term” means a one (1) year term during which Services are provided by Corpcare to the Customer, commencing from Plan Start Date, provided the parties may alter the duration of such Services Term through mutual agreement made in writing.

“Site” means Corpcare’ websites, online locations, mobile applications, user interfaces and application programming interface.

“**Term**” means the term commencing on the date of this Agreement and ending on the earlier of (a) the end of the last Services Term; or (b) the date this Agreement is terminated pursuant to the terms hereunder, whichever is applicable.

1.2. In this Agreement, unless the context otherwise requires:

- (a) headings, underlines and bold type are for ease of reference only and shall not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (e) references to a document include all amendments or supplements to, or replacements or novations of, that document;
- (f) references to a party to a document include the successors and permitted assigns;
- (g) references to “**Malaysian Ringgit**”, “**ringgit**”, “**MYR**” or “**RM**” refers to the lawful currency of Malaysia;
- (h) no provision of this Agreement shall be construed adversely to a Party because that Party was responsible for the preparation of this Agreement or that provision;
- (i) a reference to a clause, attachment, exhibit or schedule is a reference to a clause, attachment, exhibit or schedule to this Agreement, and a reference to this Agreement includes any attachment, exhibit and schedule;
- (j) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (k) references to “**service providers**” or “**third party service providers**” or “**third party providers**” refer to the service providers or third party service providers or third party providers who listed their health and wellness services on the Platform; and
- (l) the expression “**including**” or similar expression does not limit what else is included.

2. THE PLATFORM

- 2.1. In order to enroll into, gain access to and use the Platform, the Customer must first submit an Enrolment Form to Corpcare. If Corpcare in its sole discretion accepts the Enrolment Form, then it may create an HR Administrator Account for the Customer, subject to the terms of this Agreement. Notwithstanding the creation of an HR Administrator Account before the Plan Start Date, the Customers and the Members shall have no right to use and access the Platform or for any Entitlement to be assigned to the Customer unless and until the Customer has been notified by Corpcare.
- 2.2. Subject to the terms and conditions of (and the Customer's and its Members' compliance with) this Agreement, Corpcare grants to the Customer and each of its Members a non-exclusive, limited, non-transferable, non-assignable, non-sublicensable, revocable licence to use the Platform in Singapore and Malaysia solely as permitted by the features of the Platform provided to the Customer and its Members.
- 2.3. Certain features and/or functionality of the Platform may be restricted until such time the Customer (and its Members) comply with certain terms and conditions as may be imposed by Corpcare from time to time.
- 2.4. To use the Platform, an internet connection and certain equipment (such as a computer or a smartphone) may be required. The Customer and the Members are responsible at their own cost and expense for all connections and/or equipment required to use the Platform.
- 2.5. If the Customer or the Members require any assistance with the Platform, they may contact Corpcare at admin@corpcare.com.my Corpcare shall provide a reasonable level of support to the Customer or its Members in the event of any Site breakdown.

3. HR ADMINISTRATOR ACCOUNT AND MEMBER ACCOUNT(S)

(a)

- 3.1. Upon creation of the HR Administrator Account and notification by Corpcare on the use and access to the Platform, each Member will be associated with one (1) Member Account.
- 3.2. Subject to the provisions of this Agreement, administration and management of both the HR Administrator Account and the Member Accounts shall be vested solely in the Customer and Corpcare shall not be responsible for the same.
- 3.3. Under the HR Administrator Account, the Customer shall be entitled to:
 - (a) customise different Schemes for its Member Accounts;
 - (b) to allocate/set spending limits for each Members Account to allow its Members to obtain goods and services from third party service providers under each Scheme (such spending limit shall be referred to in this Agreement as "Entitlement"); and

- 3.4. The Member Accounts and Entitlement are meant solely for Members to obtain goods and services from the third party service providers made available through the Platform, and are not intended as stored value facilities, e-money, prepaid or prefunded facilities. Accordingly, Entitlement does not represent any claim against Corpcare. The Customer and its Members shall have no claim whatsoever against Corpcare for the Entitlement.
- 3.5. The Members may utilise the Entitlement in their Member Accounts for the goods and services made available for utilisation through the Platform. In the event of insufficient Entitlement for the utilisation of any particular goods and services, the relevant Member may be required to pay for the amount insufficient in cash/debit or credit card directly to the third party service providers. For the avoidance of doubt, acceptance of the utilisation of the Entitlement is at the discretion of the applicable service providers and Corpcare does not represent, warrant, undertake or guarantee that the Entitlement will be accepted by any of them.
- 3.6. The Customer and the Members may from time to time check the balance and utilisation of the Entitlement through the Platform.
- 3.7. Corpcare may at any time in its sole discretion suspend the use or operation of the Platform, the HR Administrator Accounts, Member Accounts and/or the Entitlement for any reason whatsoever, including (but not limited to):
 - (a) the Services Term not being in effect;
 - (b) the Customer's failure to comply with its obligations hereunder; and
 - (c) any Members' failure to comply with any applicable policies as may be issued by Corpcare from time to time.

4. FUNDING METHODS & INVOICING

- 4.1. Notwithstanding anything stated to the contrary, Corpcare and Customer may mutually agree on a different funding method or manner of payment (other than as stated under this Agreement). Once such different funding method or manner of payment is mutually agreed upon between Corpcare and Customer, it shall be expressly stated under the Enrolment Form and in such event, the funding method or manner of payment as stated under the Enrolment Form shall prevail.
- 4.2. Post-Paid Funding Method:
 - (a) Corpcare shall invoice the Customer for the total value of Entitlements which have been allocated by Customer to its Members which have been consumed by the Members on a monthly basis (or such other intervals as Corpcare in its sole discretion deems fit). Upon issuance of each invoice setting forth the Fees for the relevant invoice period, the Customer must make payment to Corpcare latest by 20th of the same month and settle the invoiced amount in full, unless it wishes to dispute the invoice in accordance with **Clause 4.2**.

(b) If the Customer wishes to dispute any invoice, it must do so by written notice to Corpcare within seven (7) calendar days of the issuance of the invoice, failing which the invoice shall be binding and shall serve as conclusive evidence of the amount of the Fees for the relevant invoice period.

(c) Fees that are undisputed shall in any event be payable by the Customer to Corpcare latest by 20th of the calendar month from the date of issuance of invoice by Corpcare.

5. PAYMENT

(b)

5.1. Unless otherwise stated in the Enrolment Form or invoices, all payments due to Corpcare must be in Malaysian Ringgit and be paid to Corpcare by way of bank transfer, credit card, or such other payment methods agreed to in writing by Corpcare.

5.2. Without prejudice to any other rights of Corpcare, if the Customer is late in making any of its payments of Fees to Corpcare (such amount shall be referred to as “**Late Payment Amount**”), then Corpcare shall be entitled to:

(a) levy a late interest of six per centum (6%) per annum on the Late Payment Amount from the original date such Late Payment Amount became payable to Corpcare until the date full payment for the Late Payment Amount is received by Corpcare from the Customer; and

(b) make a request to the Customer in writing for the Customer to settle its Late Payment Amount in full, and if the payment is not made in full within one (1) week from the date Corpcare makes such a request, then Corpcare shall be entitled to withhold, suspend and/or withdraw the performance of any of its obligations hereunder without being in breach of this Agreement, including to suspend the use of the HR Administrator Account and Member Accounts, until the date full payment for the Late Payment Amount is received from the Customer.

5.3. Customer acknowledges and agrees that Corpcare may from time to time revise the Platform Fees, provided that at least one (1) month’s notice is given to the Customer and such revision to the Platform Fees shall take effect only for the following Services Term.

5.4. Notwithstanding any provision to the contrary, the Customer’s entitlement to access or use the Platform for any particular Services Term is subject at all times to its payment of the Fees in full being received by Corpcare in respect of that Services Term.

5.5. All payments made to Corpcare shall be without set-off, counterclaim, taxes, duties, withholding (except to the extent required by law) and deduction.

6. MEMBERS AND BENEFITS

(c)

- 6.1. Every Member shall be entitled to utilise the benefits set out in the Benefits Schedule, in accordance with Corpcare' Member Terms of Service.
- 6.2. Certain features and/or functionalities may not be available to certain Members due to the plan which the Customer had subscribed for.
- 6.3. All Member Accounts which is created during a Services Term shall have a term which ends on the last day of that Services Term, regardless of when such Member Accounts were created.
- 6.4. During the Services Term, if a Member assigned to a Member Account:
 - (i) (in the case of the Member not being an Employee Dependant) leaves the employment of the Customer; or
 - (ii) (in the case of the Member being an Employee Dependant) ceases to be an Employee Dependant by reason of the primary Member leaving the employment of the Customer,

then the Customer may cancel such Member Accounts(s) through the Platform.

- 6.5. The assignment, association, allocation, replacement and cancellation (collectively, "**Administration**") of all Member Accounts shall be the sole responsibility of the Customer and the Customer shall be fully liable for all acts and omissions that occur under all of its Member Accounts. The Customer undertakes to provide Corpcare with all reasonable information and documents as may be requested by Corpcare from time to time for it to ascertain whether any Administration of Member Accounts is in accordance with the provisions of this Agreement (including without limitation to the relationship of an Employee Dependant with the primary employee Member and whether an employee has actually left the employment of the Customer). In this respect, the Customer shall be solely responsible for obtaining all consents necessary in order for such information to be disclosed to and used by Corpcare in accordance with the Privacy Policy.

7. CUSTOMER'S OBLIGATIONS

(d)

- 7.1. The Customer must (and must ensure that the Members must) only use the Platform in accordance with this Agreement and the Member Terms of Service, where is applicable.
- 7.2. If Corpcare in its absolute discretion permits, the Customer may specify such number of personnel (as determined by Corpcare in its absolute discretion) through the Platform to act as the administrator(s) of the Customer's HR Administrator Account.

7.3. The Customer is solely responsible for ensuring that:

- (a) all activities that occur in connection with the Accounts comply in all respects with this Agreement;
- (b) the particulars of every Member as provided to Corpcare is complete, accurate, up to date, and not misleading in any way (and that all consents for Corpcare to collect, use, disclose, store, Process and transmit every Member's Personal Data in accordance with the Privacy Policy have been duly obtained and remains in force for the period the Members uses the Platform); and
- (c) the confidentiality of all Accounts and their passwords are maintained.

7.4. The Customer must notify Corpcare immediately of any breach of security or unauthorised use of the Accounts. Notwithstanding any notification as aforesaid, Corpcare is not liable for any losses or damages caused by any unauthorised use of the Accounts.

7.5. The Customer acknowledges and agrees that Corpcare shall be entitled to rely on the instructions sent to Corpcare through the Platform from the Accounts, from the Customer's email address(es) and/or from the Members' email address(es). Corpcare shall have no liability in respect of any actions taken by it in reliance of such instructions of the Customer received through the Platform, from the Customer's email address(es) and/or from the Members' email address(es). The Customer undertakes to bear all liability in respect of all instructions given to Corpcare via the Platform using the Accounts, from the Customer's email address(es), the Members' email address(es), phone calls, and/or text messages.

7.6. The administrators of the HR Administrator Account may have the ability to access, monitor, use, Process or disclose data which are available to Members within the Member Accounts. The Customer shall obtain and maintain all consents from the Members necessary to allow

- (a) Corpcare to provide the Platform; and
- (b) Corpcare and the Customer to access, monitor, use, Process and disclose such data (and, where it pertains to Personal Data, in accordance with the Privacy Policy).

8. CORPCARE' RIGHTS

(e)

8.1. Should the Member and/or the Customer be found to be in breach of (or are otherwise not complying in all respects with) this Agreement (as determined by Corpcare in its sole discretion), then Corpcare shall have the right (without being in breach of this Agreement and without liability to the Customer) at any time to:

- (a) suspend or withhold any Members' and/or the Customer's access to or use of the Platform;

(b) suspend or withhold any Members' entitlement to utilise any of the benefits set out in the Benefits Schedule;

(c) suspend or terminate any Accounts; and/or

(d) withhold, suspend and/or withdraw performance by it of any of its obligations hereunder.

9. TERM AND TERMINATION

(f)

9.1. This Agreement shall remain in full force and effect for the Term.

9.2. The Platform will be provided to the Customer during the Services Term. The first Services Term shall commence on the Plan Start Date.

9.3. At the end of the Services Term, this Agreement shall be automatically renewed for successive one (1) year terms unless terminated in accordance with this Agreement.

9.4. Either Party may terminate this Agreement at any time:

(a) by giving the other Party at least fourteen (14) Business Days' written notice; or

(b) with immediate effect by either Party giving notice to the other Party, if the other Party is in material breach of this Agreement and such breach is not remedied within ten (10) Business Days of a notice requiring the other Party to rectify such breach; or

(c) if directed by any regulatory authorities and/or pursuant to any law or directives.

9.5. Upon termination or expiration of this Agreement howsoever arising:

(a) all rights and licences granted by Corpcare hereunder (including all Accounts) shall immediately terminate;

(b) the Customer must (and must ensure that all Members must) immediately cease all access and use of the Platform;

(c) the Customer must immediately deliver and return to Corpcare all Confidential Information of Corpcare and/or (at Corpcare' sole election) destroy (provided that any such destruction shall be certified by a duly authorised representative of the Customer) all copies, reproductions, summaries, analyses or extracts of such Confidential Information or based on such Confidential Information in the Customer's, the Member's or any of the Customer's employees, officers, agents or subcontractors' possession, custody or control;

(d) the Customer shall not thereafter utilise or exploit Corpcare' Confidential Information in any way whatsoever;

- (e) all Fees accrued shall immediately become due and payable, and the Customer must immediately settle all outstanding Fees and payments with Corpcare;
 - (f) Corpcare may retain the data associated with the Accounts for a period of time (and, where it concerns Personal Data, in accordance with its Privacy Policy); and
 - (g) clauses which by their nature are intended to survive termination and expiry of this Agreement shall continue in full force and effect, including but not limited to, **Clauses 9** (Term and Termination), **11** (Confidentiality), **12** (Intellectual Property), **14** (Personal Data, Privacy and Cookies), **15** (Third Party Interactions), **16** (Disclaimers), **17** (Limitation of Liability), **18** (Indemnification) and **21** (General).
- 9.6. Termination of this Agreement for any reason shall not affect any rights and remedies a Party may have accrued under this Agreement.
- 9.7. Upon termination of this Agreement, any unused credit balance in the Member's Corpcare account shall be refundable. A service charge equivalent to **fifteen percent (15%)** of the refundable amount will be deducted prior to the refund. The refund will be processed within 30 days working days from the date of confirmation of withdrawal, subject to verification and settlement of any outstanding obligation by the Member. The refund will be made strictly to the registered company's account and not to any personal account

10. REPRESENTATIONS AND WARRANTIES

(g)

10.1. The Customer represents and warrants to Corpcare at all times that:

- (a) it is a company or partnership (as the case may be) duly organised, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated or registered;
- (b) it has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder;
- (c) the entry into this Agreement has been duly and effectively authorised by all necessary corporate actions on its part and this Agreement constitutes binding and enforceable obligation upon it;
- (d) the entry into or performance by it of its obligations under this Agreement do not and will not conflict with or result in a breach of (i) any law, regulation, order, judgment or decree of any court, governmental authority or regulatory body applicable to it; or (ii) its constitutional documents;
- (e) it will comply in all respects with all laws and regulations applicable to it in relation to its use of the Platform and Accounts; and

- (f) it will be solely responsible for all of its Members' actions on the Platform and Accounts.

11. CONFIDENTIALITY

(h)

- 11.1. The Customer must (and must ensure that its Members, officers, employees and agents must) keep and maintain all non-public confidential information relating to Corpcare (including its goods, services, trade secrets, trade connections, confidential operations, business affairs, finances, marketing information and other information which is either marked confidential or by its nature intended to be exclusively for the knowledge of the Customer) (collectively "Confidential Information") which are disclosed to the Customer by or on behalf of Corpcare (whether orally or in writing, whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by the Customer (or any of its Members) strictly secret and confidential.
- 11.2. The Customer shall use the same care and discretion to avoid disclosure, publication, or dissemination of the Corpcare' Confidential Information as the Customer uses with its own Confidential Information or information that it does not wish to disclose, publish, or disseminate, but in no event less than reasonable care.
- 11.3. Notwithstanding the foregoing, the Customer may disclose the aforementioned information:
- (a) to its employee, director, officer, consultant, representative, insurer or adviser acting on its behalf, provided that such disclosure is (i) on a strictly need-to-know basis; and (ii) prior to any such disclosure, such person or entity (1) has entered into a confidentiality deed with the Customer in a form consistent with the obligations of confidentiality hereunder; or (2) is otherwise bound by restrictions regarding the disclosure and use of such Confidential Information (whether contractual, legal or fiduciary) owed to the Customer that is comparable to and no less restrictive than those set forth in this Agreement; or
 - (b) pursuant to an order of a court of competent jurisdiction or by a governmental authority, provided that in each such case, Corpcare is first notified in writing in advance of such disclosure.
- 11.4. The obligations of confidentiality shall not apply to the extent that:
- (a) the information is in the public domain at the date as at the date of this Agreement or becomes part of the public domain other than as a result of unauthorised disclosure by the Customer;
 - (b) the information is obtained from a third party who is lawfully in possession of it and may lawfully disclose it to the Customer; and
 - (c) the information is or has been independently developed by an employee of the Customer who has no knowledge of the disclosure by Corpcare (as shown by appropriate records).

12. INTELLECTUAL PROPERTY

(i)

- 12.1. Corpcare and its licensors shall own and retain all rights, title and interests (including all related intellectual property rights) in and to (a) the Platform; and (b) any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer or any other person relating to the Platform.
- 12.2. The Customer undertakes not to infringe upon the intellectual property rights of Corpcare or of any third party.
- 12.3. No conveyance or transfer of ownership in respect of any intellectual property rights of Corpcare shall be construed or implied from this Agreement.
- 12.4. No right or licence in respect of the brand features of Corpcare is granted to the Customer or its Members.

13. PUBLICITY

(j)

- 13.1. The Customer agrees that Corpcare may make public announcements and disclosures stating that the Customer is a customer of Corpcare.
- 13.2. The Customer grants to Corpcare a non-exclusive, revocable, worldwide, royalty-free, fully paid-up right and licence to use, reproduce, copy, encode, store, publish, distribute and publicly display the Customer's trademarks, service marks, logos, domain names and other distinctive brand features (as the Customer may from time to time secure).

14. PERSONAL DATA, PRIVACY AND COOKIES

(k)

- 14.1. The Privacy Policy shall be incorporated by reference into (and forms an integral part of) this Agreement.
- 14.2. Where the Customer discloses any Personal Data (including Personal Data of its Members especially relates to medical history and records) to Corpcare, the Customer is representing and warranting that, prior to such disclosure: (a) the Customer has the appropriate legal grounds (including, where required, by obtaining all necessary consents) under applicable law to permit the Customer to transfer the Personal Data to Corpcare, and has notified the relevant individual to whom such Personal Data relate to ("**Data Subject**") that Corpcare may collect, use, disclose, store, retain, process and transmit all such Personal Data in accordance with Corpcare' Privacy Policy, without being in breach of any applicable law. The Customer further agrees: (a) to ensure that the Personal Data of the Customer and/or any of the Members are accurate; (b) to update Corpcare in writing in the event of any material change to any Personal Data so disclosed and/or provided by the Customer and/or the Members to Corpcare; and (c) to Corpcare' right to terminate the services rendered and/or subscribed by the Customer and/or its Members through Corpcare should such consent be withdrawn and revoked by the Customer and/or its Members.

- 14.3. The Customer further warrants, covenants and confirms that prior to the grant of the use of the Platform by the Customer to the Members, the Customer has notified and/or will notify the Members that any of his/her/their personal information and/or Personal Data which includes but not limited to his/her/their health data such as the date and time of visit, diagnosis, consultation, medicine/treatment/procedure/tests that are prescribed or administered and medical certificates issued will be collected and disclosed by the third party service providers to Corpcare and/or the Customer and pursuant thereto, the Customer has obtained and will obtain all the necessary consent from the Members and upon request made by Corpcare, the Customer shall provide proof of consent given by the Members to Corpcare.
- 14.4. Notwithstanding anything stated to the contrary, Corpcare shall be under no obligation to Process or use any Personal Data provided by the Customer or to open any Accounts until it is reasonably satisfied that the Customer has the appropriate legal grounds. The Customer shall, upon the request of Corpcare, promptly provide such assistance, do such things (including making arrangements for additional form(s) and consent(s) to be completed and signed by Data Subjects whose Personal Data are disclosed to Corpcare) or execute such documents, as Corpcare may reasonably require, in order to facilitate Corpcare' and/or its affiliates' compliance with any applicable Data Protection Laws.
- 14.5. The Customer undertakes to only collect, use, disclose, store, retain, Process and transmit Personal Data on behalf of Corpcare strictly in accordance with this Agreement, Corpcare' Privacy Policy and all applicable laws.

15. THIRD PARTY INTERACTIONS

(I)

- 15.1. During the use of the Platform, the Customer or its Members may enter into correspondence with or purchase goods and/or services from third party service providers, marketing or making information available about their goods and/or services through the Platform. Any such activities (and any terms, conditions, representations or warranties associated with such activities) are solely between the Customer, the Members and/or the applicable third party service providers. Corpcare (together with its licensors) shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between the Customer, the Members and/or any such third party.
- 15.2. Corpcare does not endorse any applications or sites that are linked or marketed through the Platform and in no event shall Corpcare be responsible for any content, products, goods, services or other materials on or available from such applications, sites or third parties. All goods and services which the Customer and/or its Members obtain from any third parties (whether linked to, marketed on or made available through the Platform or otherwise) are entirely at their own risk.
- 15.3. Certain third party service providers may require the Customer and/or the Members to agree to additional or different terms of use prior to the Customer's and/or the Members' access to or use of such goods or services. Corpcare is not a party to and disclaims any and all responsibility and/or liability arising from such agreements shall be between the Customer, the Members and/or the third party service providers.

16. DISCLAIMERS

(m)

- 16.1. The Platform is provided on an “as is”, “where is” and “as available” basis with all faults and without representations or warranties of any kind. Corpcare expressly disclaims any and all representations and warranties (whether express or implied) including, but not limited to, the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, conformance with description, title, freedom from malicious code and non- infringement.
- 16.2. To the fullest extent permissible under applicable laws, Corpcare expressly disclaims all liability to the Customer and Members for:
- (a) the truth, accuracy, adequacy, completeness, currency, or reasonableness of the content contained in or accessed through the Platform;
 - (b) the goods and services offered, supplied or performed by any third party provider (whether linked to, marketed on or made available through the Platform or otherwise);
 - (c) the quality or suitability of any third party provider (whether linked to, marketed on or made available through the Platform or otherwise);
 - (d) the Platform being uninterrupted or free from errors, loss, corruption, attack, viruses, interference, hacking or other security intrusions;
 - (e) losses arising from the Customer’s failure to fulfil its obligations under this Agreement;
 - (f) loss of profits, loss of anticipated savings, loss of business, loss of opportunity, loss of revenue, loss of time, loss of goodwill or injury to reputation, and loss or corruption of data, whether direct or indirect, nor for any punitive, indirect, consequential, economic or special losses, howsoever caused and whether foreseeable or not;
 - (g) losses caused by or in connection with death or personal injury due to the Customer’s negligence, fraud or wilful misconduct;
 - (h) losses arising from any breach of applicable Data Protection Laws due to the Customer’s failure to obtain and maintain the relevant consents from its Members, officers and employees in order for Corpcare to provide the Services pursuant to the provisions hereunder;
 - (i) loss of data, information and records (howsoever caused) and computer malfunction; and
 - (j) loss arising from any cause whatsoever through no fault of Corpcare (including, but not limited to, any computer or system virus interference, sabotage or any other causes whatsoever which may interfere with the computer systems of the Customer or its Members; and any loss of, destruction to or error in the

Customer's or its Members' data, information and records, howsoever caused).

- 16.3. Corpcare is not licenced to, and does not, provide medical, insurance intermediary or brokerage services.
- 16.4. Corpcare does not assume any advisory, fiduciary or other similar duties to the Customer or any of its Members. All information made available on the Platform is purely for informational purposes only. Nothing on the Platform shall be construed as professional advice. The Customer and its Members must always seek independent professional advice from a person licenced and qualified to advise in the relevant subject matter.
- 16.5. The provisions of this **Clause 16** shall survive and continue in full force and effect notwithstanding the termination or expiration of this Agreement.

17. LIMITATION OF LIABILITY

(n)

- 17.1. Notwithstanding any provision to the contrary, to the fullest extent permissible under applicable laws, the maximum aggregate liability of Corpcare to the Customer arising out of or in connection with this Agreement or the Customer's use of the Platform shall be limited to S\$500.00.
- 17.2. Notwithstanding any provision to the contrary, no action, suit or proceeding regardless of form arising out of or in connection with this Agreement may be brought by the Customer against Corpcare unless:
- (a) notice of the claim is received in writing by Corpcare:
 - (i) within two (2) weeks from the date the cause of action first arose; or
 - (ii) the Customer can prove to Corpcare's reasonable satisfaction that it was impossible to comply with this time limit, as soon as reasonably practicable;
 - (b) Corpcare is given at least one (1) month from its receipt of the aforementioned notice to remedy the claim set out in such notice; and
 - (c) if such claim is not remedied to the Customer's reasonable satisfaction within the one (1) month period as aforesaid or in any event otherwise, such action is brought within one (1) year from the date the cause of action first arose.
- 17.3. For the avoidance of doubt, the Customer agrees that all action against Corpcare must be brought within one (1) year from the date the cause of action first arose. If no action is brought within one (1) year from the date the cause of action first arose, the Customer agrees to and shall be deemed to have irrevocably waived and released Corpcare from any claim or liability relating thereto.
- 17.4. Each qualification and limitation in this **Clause 17** shall be construed independently of the others and shall not be limited by any other qualification or limitation.
- 17.5. The provisions of this **Clause 17** shall survive and continue in full force and effect

notwithstanding the termination or expiration of this Agreement.

18. INDEMNIFICATION

(o)

18.1. The Customer agrees to indemnify (i) Corpcare; (ii) Corpcare' related corporations; and (iii) Corpcare' (and Corpcare' related corporations') officers, directors, agents, partners and employees (together, the "**Indemnified Parties**") against all claims, damages, losses, obligations, deficiencies, judgments, awards, demands, penalties, taxes, expenses, disbursements, costs, fines and other liabilities (including, but not limited to, any expenses of investigation and legal fees and expenses in connection with any action, suit or proceeding) suffered or incurred by the Indemnified Parties arising out of or in connection with:

(a) any misrepresentation or breach of any representation, warranty, covenant or agreement made by the Customer under this Agreement;

(b) any infringement of any intellectual property rights as a result of the act or omission of the Customer or any of its Members;

(c) any violation of any third party rights by the Customer or any of its Members;

(d) the Customer's breach of any provision of this Agreement;

(e) any other person's breach of any provision of this Agreement, where such person was able to access and use the Platform using the Customer's Accounts; and

(f) any breach of applicable Data Protection Laws by the Customer or any of its Members.

18.2. The provisions of this **Clause 18** shall survive and continue in full force and effect notwithstanding the termination or expiration of this Agreement.

19. MODIFICATION

(p)

19.1. Corpcare may from time to time make commercially reasonable changes to the Platform. Where Corpcare wishes to make material changes to the Platform, Corpcare will notify the Customer of such changes.

19.2. Corpcare may from time to time prescribe additional terms and conditions in respect of any particular (i) Accounts; and/or (ii) goods and services on the Platform, provided that any such amendments, supplements or additions shall be published on the Site at least two (2) weeks prior to their effective date.

19.3. Notwithstanding anything to the contrary, it is the Customer's responsibility to check the Platform from time to time to determine if there are any amendments, supplements and/or additions to this Platform.

19.4. If the Customer does not agree to any amendments, supplements and/or additions to the Platform, the Customer's sole remedy shall be to terminate this Agreement by

giving a written notice to Corpcare seven (7) days before the effective date of any such changes.

- 19.5. The Customer's continued access and use of the Platform after any amendments, supplements and/or additions to the Platform shall constitute the Customer's acceptance to such amendments, supplements and/or additions.

20. SPECIFIC TERMS AND CONDITIONS

(q)

- 20.1. Certain goods or services that are listed thereon the Platform may be subject to their own terms and conditions ("**Specific Terms**"). The Specific Terms shall be deemed to supplement this Agreement if its context shall relate to the terms and conditions herein stated and if there are any conflicts between this Agreement and the Specific Terms, the Specific Terms shall prevail to the extent of such conflict provided that such Specific Terms are approved by Corpcare.

21. GENERAL

(r)

- 21.1. All notices and other communications given by Corpcare under this Agreement (including any changes to this Agreement) may be given by email, regular mail, SMS, through the Platform or such other means as Corpcare deem necessary. Such notices and communications shall be deemed received when sent by Corpcare.
- 21.2. All notices and other communications given by the Customer under this Agreement must be given to Corpcare by email (which shall be deemed received at the time it was sent, unless the sender receives an automated response indicating that the recipient was unavailable) or by prepaid post to Corpcare's registered office address (which shall be deemed received on the third (3rd) Business Day following the day it was posted).
- 21.3. Corpcare shall not be liable for inadequate performance under this Agreement to the extent caused by a condition (such as natural disaster, act of war or terrorism, riot, labour condition, governmental action, and disruption or disturbance of the Internet or energy sources) that was beyond the reasonable control of Corpcare.
- 21.4. Corpcare shall be entitled to, at any time without notice to the Customer and from time to time without prejudice to any other remedies available to Corpcare, set off any amounts due to the Customer against any obligation owed by Corpcare to the Customer, whether present or future, actual or contingent, liquidated or unliquidated, primary or collateral, several or joint.
- 21.5. This Agreement (together with all documents referenced herein) embodies all the terms and conditions agreed upon between the Customer and Corpcare as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings (if any) between the Customer and Corpcare with respect to the subject matter hereof, whether such agreements and undertakings be written or oral.
- 21.6. Corpcare is an independent contractor of the Customer and nothing herein this

Agreement shall be construed as creating the relationship of employer and employee, principal and agent, partnership or joint venture or any other fiduciary relationship between the Parties.

- 21.7. There are no third party beneficiaries to this Agreement. Except for the related corporations of Corpcare and the Indemnified Parties, a person who is not a party to this Agreement shall have no right to enforce or rely upon any provisions of this Agreement.
- 21.8. Any variation to any provision of this Agreement must be in writing and executed by Corpcare.
- 21.9. If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, then such provision shall be severed from this Agreement and this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision, and the legality, validity and enforceability of such provision in any other jurisdiction shall not be affected.
- 21.10. No delay or failure by Corpcare to exercise or enforce any right, power or remedy under this Agreement shall constitute or operate as a waiver of that right, power or remedy or any other right, power or remedy under this Agreement or operate so as to prevent the subsequent exercise or enforcement of any such right, power or remedy. Any waiver by Corpcare must be expressly made in writing and signed to be effective.
- 21.11. The Customer may not transfer or assign any rights or obligations which it has under this Agreement without the prior written consent of Corpcare. Corpcare reserves the right at any time to transfer or assign this Agreement or any right or obligation under this Agreement to any third party.
- 21.12. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party hereto may enter into this Agreement by executing such counterpart (which may include counterparts delivered by facsimile and/or electronic transmission) and each counterpart shall be as valid and effectual as if executed as an original.
- 21.13. This Agreement shall be governed by the laws of Malaysia and the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Malaysia all disputes arising out of or in connection with this Agreement, including any question relating to its existence, validity or termination.

(s)

SCHEDULE 1

STARTER	
Free	
Type	Panel
Benefits Category	GP, Health Screening, Accident Outpatient, Dental, Specialist, Optical, Traditional Chinese Medicine, Wellness
Benefits Customization	Scheme Cap / Cap per visit
User Setting	Admin Account
Report	Real-time usage report
Support	Call support