

IHG PAYMENT SERVICES SERVICE PROVIDER TERMS AND CONDITIONS

1. SCOPE OF TRANSACTION

1.1. IHG is in the business of providing an integrated digital healthcare platform modernising conventional healthcare providers and shifting patient care from episodic to continuous monitoring spectrum, backed by Fintech with digital wallet and decentralised financing (“the **IHG Platform**”)

The IHG Platform also provides a mobile application that allows IHG users (“**IHG Users**”) to (among others) claim employee benefits or make purchases for products in IHG e-Shop with the digital health wallet.

1.2. The Service provider is in the business of providing health care services (including but not limited to medical clinics, Traditional medicine clinics, fitness coaches, allied healthcare group) to patients in Singapore. The Service providers wishes to reach out to more patients through IHG Platform. The Service provider has in its employ licensed medical practitioners registered with the Singapore Medical Council and all other professionals engaged in healthcare related activities has to be appropriately accredited with the respective registered organisation.

1.3. The Service provider wishes to engage IHG and IHG accepts, to provide the services set forth in clause 2 under the terms and conditions set forth herein.

2. IHG SERVICES

2.1. IHG Platform for payment Service

2.1.1 Subject to these Terms, IHG shall provide the Service provider the platform to accept payment from IHG Users. The Service provider shall pay IHG service fee annexed in Schedule 1.

2.2. IHG e-Shop

The Service provider acknowledges that IHG shall also promote its products and services on the IHG Platform. The product and services listing are not exhaustive and IHG and the Service provider in its discretion shall modify and change the contents of the products and services and the number of products and services when it wishes to do so.

2.2.3 The Service provider shall ensure that all medical consent required if any will be obtained from the IHG Users.

2.2.4 The Service provider acknowledges and accepts IHG’s terms and conditions incorporating end user license agreement and terms of service (partner.iappshealthgroup.com/tnc)

2.3. Others

2.3.1. The Service provider through licensed medical practitioners shall be solely responsible for and have sole and complete authority, supervision, medical management and control over the provision of clinical and other health care services provided to IHG Users, and all the diagnoses, treatments, procedures, and other professional health care services shall be provided and performed exclusively by or under the supervision of licensed medical professionals employed by the Clinic, as the Clinic deems appropriate and in accordance with the laws of Singapore.

2.3.2. IHG shall remain entirely independent of (a) advice, diagnosis and treatment and (b) prescription of any drug or medicine to IHG Users by the Clinic and shall in accordance with this Agreement shall be responsible solely to provide the Clinic with the Services in clause 2.

3. PRICING TITLE AND TAXES

3.1. Parties agree that the date of activation of IHG platform will commence on the payment receipt date and shall continue for 12 month period. The applicable fee is indicated in Schedule 1 (the “**Service Fee**”).

4. MEDICAL RECORDS

4.1 To the extent that the Service provider maintains, acquires, discloses, uses or has access to any personal data of IHG Users, the Service provider shall comply with all applicable personal data protection laws and regulations in the performance of its obligation of this Agreement, and further undertakes not to collect, use or disclose any personal data except for the purpose of performing its obligation under this Agreement.

4.2 The Service provider agrees to (a) act only on instruction from IHG regarding the access to and use of such personal data (b) ensure that appropriate technical and organisational measures shall be taken against unauthorised or unlawful use or storage of the personal data and against accidental loss or destruction to the personal data; and (c) comply with any reasonable request made by IHG to ensure compliance with the measures mentioned above.

5. TERMINATION

5.1 Parties shall have the right to terminate this Agreement if any of the following occur: (a) Either Party breaches any material term of this Agreement; (b) bankruptcy or other similar action is commenced against either Party (c) the fact that either Party has not been in a position, for whatever reason, to perform the Services under this Agreement for an aggregate period of 1 months or more in any period of 3 consecutive months and (d) an act committed by either Party including dishonesty, disloyalty or fraud with respect to IHG, its business or the Services, or gross negligence or wilful misconduct or breach by either Party in the performance of this Agreement.

5.2 Parties shall have the right to terminate this Agreement with or without cause upon thirty days advance written notice. In the event of termination of this Agreement in accordance with clause 5 by IHG and/ or the Service provider, no portion of the Service Fee shall be repayable to the Service provider.

6. INTELLECTUAL PROPERTY PROTECTION, REPRODUCTION AND DERIVATIVE WORKS

6.1 No Party shall, as a result of this Agreement, acquire any right, title, or interest, in any Background IP, i.e., IP created prior to or independent of this Agreement, of any other Party or any of its affiliates.

7. INDEMNIFICATION, INSURANCE AND RESPONSIBILITY

7.1 The Service provider shall indemnify and hold IHG harmless from any and all losses, liabilities, judgments, awards, costs and expenses (including lawyer' fees and legal expenses) arising out of or relating to the Service provider's performance or non-performance of its obligations hereunder , or resulting from any act, omission or misrepresentation of any officer, director, employee or agent of the Service provider, or from any negligent, tortious or unlawful conduct on the part of the Service provider, its officers, employees and agents.

7.2 The Service provider covenants and agrees to maintain a comprehensive general liability insurance policy and professional indemnity insurance with reasonable policy limits covering the Service provider licensed medical practitioners and all healthcare personnel.

8. INDEPENDENT CONTRACTOR

8.1 It is agreed that IHG is at all times acting and performing hereunder as an independent contractor with respect to the Service provider. This Agreement does not authorize any party as an agent, partner, employee or legal representative of another party from any purpose whatsoever. None of the Parties are granted the right or authority to assume or create any obligation or responsibility, expressly or impliedly, on behalf of or in the name of the other parties or to bind the Parties in a manner or thing whatsoever.

9. APPLICABLE LAW AND DISPUTE RESOLUTION–

This Agreement shall be subject to the laws of Singapore and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives. Any dispute arising out of or in connection with this agreement must be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Either party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within 45 days

thereof. Every party to the mediation must be represented by senior executive personnel, of at least the seniority of a Head of Department or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached.

a. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 90 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and determined by arbitration in accordance with the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated in reference to this clause.

b. The Seat of the Arbitration shall be Singapore

c. The tribunal shall consist of 1 arbitrator/

d. The language of the arbitration shall be English.

10. REPRESENTATION AND WARRANTIES

10.1 The Service provider warrants to IHG that all licensed medical practitioners from the Service provider have a valid practicing certificate with the Singapore Medical Council.

10.2 The Service provider represents and warrants that it is not currently and shall not, directly or indirectly outsource the Service without prior written consent of IHG during the Term of this Agreement.

11. CONFIDENTIALITY

11.1 The parties acknowledge that during the term of this Agreement, each of them may receive from the other confidential information, including any and all information and know-how related directly or indirectly to the disclosing party, its business, or its products.

11.2 The receiving party shall not use or disclose the confidential information of the disclosing party except in connection with, and as contemplated by, this Agreement. The receiving party shall use at least the same degree of care to avoid disclosure or unauthorized use of confidential information as it employs with respect to its own most confidential and proprietary information, but at all times shall use at least reasonable care.

11.3 The receiving party shall not have any obligation of confidentiality with respect to any information that (i) is already known to the receiving party at the time the information is received from the disclosing party, as proven by prior documents or records of the receiving party; or (ii) is or becomes publicly known through no wrongful act of the receiving party; or (iii) is rightfully received by the receiving party from a third party without restriction.

12. PERSONAL DATA PROTECTION

12.1 Parties shall comply with the Personal Data Protection Act 2012 of Singapore ("PDPA") and all subsidiary legislation related thereto (collectively "Data Protection Legislation") with regard to any and all personal data (as defined in the PDPA) that it receives.

12.2 Parties agrees that when dealing with personal data received from IHG and IHG Users, it shall:

- (a) only use personal data in accordance with the purposes for which the IHG Users had disclosed the personal data for and to ensure compliance with the Data Protection Legislation;
- (b) take appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing. Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected, having regard to the state of the art and the cost of implementation;
- (c) give IHG notice in writing as soon as reasonably practicable should it be aware of, or reasonably suspect, that any of the events referred to in Clause 12.2(b) has occurred and shall promptly take all steps necessary to remedy the event and prevent its re- occurrence;
- (d) not retain personal data for any longer than is necessary for the purposes for which client disclosed the personal data;
- (e) limit disclosure of such personal data to its employees on a need to know basis and only for the purposes of processing for which such personal data was disclosed by clients;
- (f) not to disclose or transfer any personal data received from IHG and / or IHG User to any third party without the prior written approval of IHG, and upon such additional terms and conditions which IHG may impose on it for such disclosure transfer; and
- (g) where the personal data is to be transferred to another country, to not do so unless the consent of the individual whose personal data is to be transferred to another country has been obtained except where an exception to such consent under the PDPA applies. Further, where the personal data is to be transferred to another country, to take any such additional measures as are necessary to secure that personal data is transferred in accordance with the requirements of the Data Protection Legislation.

12.3 Notwithstanding anything to the contrary, the defaulting party shall indemnify and at all times hereafter to keep the non-defaulting party indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including full legal costs on a solicitor and own client basis) which may be suffered or incurred by the non- defaulting party or asserted against non- defaulting party by any person, party or entity whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of any breach of any of the provisions in this Clause.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

13.1 A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Agreement.

14. MISCELLANEOUS.

14.1 This Agreement is entire and complete, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever have been made by either party hereto to the other, except as in this Agreement expressly set forth. This Agreement shall not be modified or changed by any promise or statement by whomsoever made unless the same shall be in writing and signed by an officer of IHG.

14.2 No waiver by either party of any breach of any provision hereof shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision. No failure by either party to exercise any right or privilege herein provided for shall be deemed a waiver of such party's right to exercise a similar or other right or privilege in conformity with the provisions hereof at any subsequent time or times.

14.3 Any notice required or permitted to be given under this Agreement shall be in writing and in the English language. It may be served by electronic mail, registered mail, certified mail return receipt requested or by air courier addressed to such party at its address first set forth above and, in case of IHG, to the attention of the

CEO. In the case of mail or air courier, registration and postage charges shall be fully prepaid, and notice shall be deemed given seven days after such mailing.

14.4 Anything herein contained to the contrary notwithstanding, neither party shall be liable or deemed to be in breach to the other by reason of any act, delay or omission, caused by epidemic, pandemic, fire, action of the elements, strikes, lockouts, labor disputes, governmental law, regulations, ordinances or order of a court of competent jurisdiction or executive decree or order, act of God, or of a public enemy, war, riot, civil commotion, earthquake, flood, accident, explosion, casualty, embargo delay of a common carrier, inability to obtain labor, material, facilities, transportation, power or any other cause beyond the reasonable control of either party hereto, or for any act, delay or omission not due to the negligence or default of either party hereto; provided, however, that if any such cause precludes performance, in whole or in part, by either party for a period of ninety (90) consecutive days, the other party shall have the right to terminate this Agreement by providing written notice to the other party.

14.5 Neither this Agreement nor any right or obligation hereunder shall be assigned or sublicensed, in whole or in part, whether by operation of law or otherwise, by the Service provider without the prior written consent of IHG.

LAST UPDATED : 07 April 2021