<div align="center">**SmartCMS SUBSCRIPTION AGREEMENT**</div>

THIS SmartCMS AGREEMENT is made on this _____ 2020 ("Agreement") between:

1.   **Integrated Health Information Systems (IHIS) Pte Ltd**. having place of business at 6 Serangoon North Avenue 5 #01-01/02 Singapore 554910 ("**IHIS**").

<div align="center">and</div>

2.   _____ **(Company Name & UEN)**, a company incorporated in Singapore and having its registered office at address_____.
("**Recipient**")

(each a "**Party**" and collectively the "**Parties**").

WHEREAS

A.   IHIS owns the Implementation Guide (as defined below) containing integration package and interface specifications which provide Smart CMS Subscription (as defined below).

B.   The Recipient wishes to use the said Implementation Guide of IHIS to enable the Recipient to use and integrate the integration package and interface specifications under the Implementation Guide with the Recipient's system for the purpose of creating Application Design (as defined below) to enjoy the SmartCMS Subscription ("Purpose").

C.   IHIS thus agrees to provide the Recipient with the Implementation Guide to avail the SmartCMS Subscription on the terms and conditions as provided in this Agreement.

THE PARTIES AGREE as follows:

1.   DEFINITIONS

1.1   In this Agreement, unless the context requires otherwise, the following terms and expressions shall have the following meanings:

Application Design	means the application, including the interface design, developed and created by the Recipient by integrating the specifications under the Implementation Guide to fulfil the Purpose under this Agreement.
Intellectual Property	means patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright (including without limitation, rights in computer software whether in compiled or source form), design rights, trade and

business names, domain names and any other similar protected rights or assets in any country and Intellectual Property Rights shall be construed accordingly.

Implementation Guide	means the interface specifications and integration package provided by IHIS to the Recipient, as updated by IHIS from time to time, to build the Application Design by the Recipient.
IHIS Confidential Information	means all forms of information and data (whether or not set forth in writing) relating to IHIS and/or its contractors to the extent previously, presently or subsequently disclosed to the Recipient for the purpose of this Agreement and shall be deemed to include (without limitation) the following types of information and other information of a similar nature, whether or not set out in writing or marked as "Confidential":

Any information relating to this Agreement, any Intellectual Property of IHIS and/or its contractors including but not limited to Implementation Guide, trademarks, patents, copyrighted materials, trade secrets (whether registered or unregistered, and including rights in any application, registration, renewal or extension for any of the foregoing), all discoveries, ideas, concepts, projects, prototypes, samples, demonstrations, papers, software or systems in various stages of development, designs, drawings, specifications, techniques, methodologies, algorithms, inventions (whether patentable or not), models, prototypes, Personal Data, data, source code, object code, documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, patient information functions, "know-how", marketing techniques and materials, marketing and development plans, strategies, forecasts, customer or vendor names and other information related to customers, price lists, pricing policies, financial information and any information, data or analysis derived or generated from such information or data including any residuals thereof.

but shall not include any information that:

(a) is now or subsequently becomes publicly known or available without breach of the terms and conditions set out herein;

(b) was previously in Recipient's possession or known to the Recipient without any obligation of confidentiality and which can be demonstrated by written records pre-dating this

Agreement to have not been acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by IHIS;

(c) Recipient lawfully receives without any obligation of confidentiality from a third party who had received the same without any obligation of confidentiality;

(d) Recipient can demonstrate, was independently developed by Recipient without using any part of the Confidential Information; or

(e) is required to be disclosed by law Provided always that in such event, Recipient shall immediately inform in writing to IHIS prior to such disclosure and cooperate with IHIS so that IHIS is given a reasonable opportunity to object to such disclosure or to do all such things necessary to protect its interests including obtaining a protective order, injunction or any equivalent. Should any such objection by IHIS be unsuccessful, then Recipient and/or Recipient's Representative(s) shall disclose only those portions of the IHIS Confidential Information which are legally required by the relevant court order or governmental action.

Without prejudice to the generality of sub-paragraphs (a) to (e) above, information shall not be deemed to be publicly available by reason only that it is known to a few of those people to whom it might be of commercial interest, and individual portions of or a combination of two or more portions of the IHIS Confidential Information shall not be deemed to be publicly available or known by reason only of each separate portion being so available or known.

Permitted Use	means to access, read, view, play, perform, operate, integrate and/or execute the Implementation Guide for the Purpose and where such use of the SmartCMS Subscription shall be limited to the number of Users.
SmartCMS Subscription	means the integration services enjoyed by the Recipient and Users for reimbursement claims, policies submissions and enquiry purposes.
Representatives	means the directors, officers, employees (whether employed directly or indirectly, or seconded or used for a short term or

on an ad hoc basis during the Agreement), agents, consultants, sub-contractors, partners, collaborators, and professional advisers and those of the Recipient or the Recipient's Related Corporations and related entities, or any other personnel designated or authorized by the Recipient, its Related Corporations, or related entities, or any other person or entity who receives or has access to any information directly or indirectly incidental or relating to this Agreement, by any means howsoever.

Related Corporations	shall have the meaning ascribed to it in the Companies Act (Cap. 50).
Users	means such medical and healthcare institutions who provide healthcare services in Singapore as communicated to and approved by IHIS from time to time and which have been authorised by the Recipient to use the Smart CMS Subscription through the Recipient. Without prejudice to the foregoing, the Recipient may from time to time stipulate in writing to IHIS the medical and healthcare institutions who the Recipient desires to be included and/or removed as Users for IHIS's approval.

1.2   In this Agreement, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:

(a)   a reference to a statutory provision includes a reference to any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto; and

(b)   words denoting one gender include all other genders; words denoting the singular include the plural, and vice versa; words denoting persons include firms and corporations, and vice versa, and also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be.

1.3   The headings in this Agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this Agreement.

2.   GRANT AND SCOPE OF USE

2.1   Subject to the Recipient complying with the terms and conditions of this Agreement, IHIS herewith grants to the Recipient the right to use the Implementation Guide as per the Permitted Use for the Term of this Agreement.

2.2   The use so granted under Clause 2.1 shall be restricted to the right to integrate the interface specifications and integration package under the Implementation Guide into the Recipient's system in order to create and develop the Application Design by the Recipient to enjoy the SmartCMS Subscription by the Recipient and its Users subject always that such creation and development of Application Design and the Permitted Use shall be at the Recipient's own cost and in accordance with IHIS's guidelines under the Implementation Guide provided by IHIS to the Recipient.

2.3   The Recipient acknowledges and agrees that the Implementation Guide provided by IHIS under this Agreement is for reference purposes only. All reliance placed by the Recipient upon the Implementation Guide shall be at its own risk.

2.4   Notwithstanding Clause 2.1, the Recipient may allow its Users to use the SmartCMS Subscription on such terms as may be agreed between the Recipient and the Users, provided that:-

   (a)   such Users shall be limited to medical and healthcare institutions who provide healthcare services in Singapore;
   (b)   such Users' use the SmartCMS Subscription to fulfill the Purpose of this Agreement;
   (c)   such Users shall not allow any other persons to download and use the SmartCMS Subscription in any manner;
   (d)   the Recipient shall not charge the Users for the use of the information and data contained in the SmartCMS Subscription. For the avoidance of doubt, this Clause does not limit or restrict the Recipient from charging its Users for the network and IT services provided by the Recipient in providing access and use of the SmartCMS Subscription; and
   (e)   the terms agreed between the Recipient and the Users do not conflict with or derogate from the terms in this Agreement.

2.5   The Recipient acknowledges that the use of the SmartCMS Subscription by the Recipient and its Users is based on a per Recipient basis and thus is limited in capacity which will cater to only the Users.

2.6   The Recipient shall ensure that its Users comply with Clause 3 below insofar as it is relevant to the Users. The Recipient agrees that it will, at its own costs and to the satisfaction of IHIS, take all necessary steps and measures to ensure such compliance, including but not limited to instituting legal proceedings against the Users if there is any non-compliance. For the avoidance of doubt, the Recipient shall be responsible for any liability that may arise out of the use of the SmartCMS Subscription by the Users and IHIS shall not be held liable or responsible for the same in any manner whatsoever.

3.   **RESTRICTIONS AND CONDITIONS OF USE**

3.1   The Recipient represents, warrants and undertakes that it shall:

   (a)   not resell, sub-license or sub-contract, frame, re-publish or re-distribute the Implementation Guide to any third party save as set out in this Agreement;

(b)   not use the Implementation Guide for any commercial purpose including but not limited to trading, building commercial databases, reselling or re-distributing the Implementation Guide.

(c)   not modify, alter, adapt, translate or edit, or create derivative works of, the Implementation Guide or any part of it;

(d)   not circumvent or remove or attempt to circumvent or remove the technological measures applied to the Implementation Guide for the purposes of preventing unauthorised use.

3.2   Without the prior written consent of IHIS the Recipient shall not:

a)   sub-license, assign or novate the benefit or burden of the SmartCMS Subscription in whole or in part;

b)   allow the Implementation Guide to become the subject of any charge, lien or encumbrance; or

c)   deal in any other manner with any or all of its rights and obligations under this Agreement.

3.3.   The Recipient shall ensure that:

a)   the list of Users as communicated to IHIS by the Recipient from time to time for IHIS's approval shall be complete, correct and accurate;

b)   the use of the SmartCMS Subscription is as per the Permitted Use and that any change in the number of Users   shall be immediately communicated to IHIS for IHIS's approval;

c)   it keeps a complete and accurate record of its copying and disclosure of the Implementation Guide and to create and develop Application Design and its uses in accordance to this Agreement, and produce such record to IHIS on request from time to time;

d)   it notifies IHIS as soon as it becomes aware of any unauthorised use of the Implementation Guide or SmartCMS Subscription by any person;

e)   all copies and reproductions (electronic or otherwise) of the Implementation Guide created by the Recipient or its Users shall contain a notice as follows: "Copyright © MOH Holdings Pte Ltd". Additionally, the Recipient shall not and shall ensure that its Users shall not, remove, obfuscate or obliterate any such copyright notice that IHIS may include in the Implementation Guide; and

f)   where required by IHIS and in relation to any third party software, products or content provided pursuant to this Agreement, the Recipient and/or the Users shall accept and

enter into agreements (for such third party software, products or content) which IHIS may from time to time present to the Recipient and/or the Users, including any End User Licensing Agreements (EULAs) from the proprietors or distributors of third party software and/or services.

3.4   The Recipient shall permit IHIS to inspect and have access to any premises (and to the computer equipment located there) at or on which the Implementation Guide is being kept or used, and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Recipient is complying with the terms of the Agreement, provided that IHIS provides reasonable advance notice to the Recipient of such inspections, which shall take place at reasonable times.

3A.   TESTING

(i)   IHIS will allocate testing slots to the Recipient and the Recipient shall abide by the slots so communicated by IHIS.

(ii)   IHIS at its sole discretion may reallocate or reschedule the testing slots as may be required.

3B.   KEY PERFORMANCE INDICATORS

(i) In relation to this Agreement and the SmartCMS Subscription, the Recipient agrees that:-

(a)   the Recipient will attend the required briefings with regards to the use of the Implementation Guide;

(b)   the Recipient shall meet the Key Performance Indicators ("**KPIs**") as provided in Schedule A which IHIS may impose from time to time. The KPIs will state the targets the Recipient is expected to meet in relation to the Purpose;

(c)   Upon IHIS's request, the Recipient will provide IHIS with reports on its performance in relation to the KPIs.

(ii) In the event the Recipient fails to achieve the KPIs as detailed under Schedule A, IHIS shall at its sole discretion and as may be applicable:

(a) re-allocate the Recipient's testing slots to other participants;

(b) initiate discussions with the Recipient's management in order for the Recipient to comply with the KPIs at the earliest;

(c) require re-testing of the Recipient's system interfaces with IHIS; (d) suspend the Recipient's SmartCMS Subscription for such period as deemed fit by IHIS; and/or

(e) terminate the Agreement in accordance to Clause 8.2 below.

4. IHIS'S REASONABLE ASSISTANCE

4.1 The Recipient acknowledges and agrees that IHIS will use reasonable endeavours to assist the Recipient to fulfil the Purpose under this Agreement in accordance to the process as stated in the Implementation Guide. The Recipient shall cooperate and abide with directions from IHIS in relation to the Permitted Use.

4.2 The Recipient further acknowledges and agrees that IHIS shall not be liable to the Recipient under this Clause 4 where the Recipient:

(a) increases the number of Users under this Agreement without the prior written consent of IHIS;

OR

(b) requires IHIS to provide the assistance under any other events howsoever arising.

4.3 IHIS may from time to time, provide updated Implementation Guide to the Recipient. Upon receipt of the updated Implementation Guide, the Recipient shall at its own cost replace the existing interface specifications and integration package under the old Implementation Guide with the updated interface specifications and integration package under the new Implementation Guide for the Recipient's and its Users' use, within three (3) months of receiving the updated Implementation Guide.

5. INTELLECTUAL PROPERTY

5.1 The Implementation Guide is the property of IHIS and the Recipient acknowledges that its use of the Implementation Guide is limited to the terms set forth herein. Nothing in this Agreement is taken to be a transfer or assignment of or agreement to transfer or assign any of the Intellectual Property Rights or other property rights in the Implementation Guide to the Recipient.

5.2 The Recipient acknowledges that any infringement by the Recipient of the copyright and/or other rights in relation to the Implementation Guide may result in damage and/or loss to IHIS. The Recipient accordingly agrees that, in addition to any other right or remedy of IHIS, IHIS shall be entitled to injunctive relief to restrain any actual or apprehended infringement thereof. The Recipient shall indemnify IHIS in full against all loss, damage, costs and expenses which may be incurred by IHIS and/or its contractors by reason of any such infringement by the Recipient. Additionally, the Recipient agrees that any infringement of IHIS's rights in the Implementation Guide by Users shall be construed as and be deemed to be an infringement of those rights by the Recipient.

6.   DISCLAIMER OF WARRANTIES AND LIABILITIES

6.1   The Implementation Guide is provided to the Recipient on an "as is, where is" basis without any warranty of any kind being given.

6.2   Whilst IHIS undertakes to use reasonable endeavours to ensure the quality and reliability of the Implementation Guide, IHIS does not accept any liability and to the maximum extent allowed by law, disclaims any and all warranties, express or implied, as to the accuracy, completeness, timeliness or adequacy of such data or fitness for any purpose of the Implementation Guide. Any use of the Implementation Guide and the SmartCMS Subscription is entirely at the Recipient's risk. The Recipient shall ensure that Users accept such risk before allowing the Users to use the Implementation Guide and the SmartCMS Subscription.

6.3   IHIS will in no event be liable for:

(a)   Damages of any kind, including without limitation, direct, indirect, incidental or consequential damages (including, but not limited to, damages for lost profits, business interruption, and loss of programs or data) arising out of the use of or inaccuracy of, the Implementation Guide;

(b)   any claim attributable to errors, omissions or other inaccuracies in the Implementation Guide or interpretations thereof; and

(c)   any loss, damage or liability that is caused by or as a result of any corruption or deletion of any data or information belonging to, provided by or stored by the Recipient and/or User and any failure arising from the Implementation Guide and/or the Permitted Use,

6.4   Third party content, services, facilities and functions (collectively, "Third Party Material") may be made available pursuant to this Agreement. IHIS does not control such third party content, services, facilities and functions and will not be liable for any losses, damage, costs, fees or expenses arising out of or in connection with the Recipient's and/or Users' access to and use of such Third Party Material. The Recipient and/or the Users assume all risks associated with the use of such Third Party Material.

6.5   The Recipient agrees that the Permitted Use under this Agreement is not intended to be a substitute for medical advice and the Recipient and/or the Users are to exercise due care and caution in relation to the Permitted Use. The Recipient and/or the Users will be solely responsible for all decisions and actions taken or not taken involving patient medical diagnosis, treatment and care, utilization management and quality management resulting from or in any way related to the Permitted Use.

7. INDEMNITIES

7.1 The Recipient undertakes to indemnify and keep indemnified at all times IHIS against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by IHIS directly or indirectly in respect of and arising out of any:-

(a) use of the Implementation Guide by the Recipient and/or the User or any analysis, information, data or material produced by the Recipient and/or the User or any updates or upgrades made in whole or in part from the Implementation Guide;

(b) defects in the Application Design or any use of the Application Design by the Recipient and/or its Users;

(c) third party claims for any alleged or actual infringement of any Intellectual Property Rights which arises or would arise as a result of Recipient's or Users' use of the Application Design and/or SmartCMS Subscription;

(d) actual or threatened breach by the Recipient and/or the User of any of the provisions of this Agreement;

(e) damage or loss to any property owned or managed by IHIS including IHIS Confidential Information or any other proprietary and Intellectual Property Rights of IHIS;

(f) personal injury to or death of any person due to the acts, omissions, negligence or default of the Recipient and/or User or due to the breach of the Recipient and/or User of any of its obligations under this Agreement;

(g) as a result of or in connection with any misrepresentation or fraud by the Recipient; and

(h) as a result of any loss of or corruption of data or damage to any systems arising out of the acts, omissions, negligence or default of the Recipient.

7.2 The Recipient further undertakes that it will not seek to recover and shall not be entitled to recover from IHIS or be indemnified by IHIS in respect of any direct, indirect or consequential loss or damage or against any claims, proceedings, costs demands, liabilities and expenses whatsoever sustained, incurred or paid by the Recipient and/or User to any third party in respect of any of the matters specified in this Agreement.

8. DURATION AND TERMINATION

8.1 This Agreement shall remain in force for a period of five (5) years commencing from the date of this Agreement **("Term")** unless modified and/or extended by the mutual written agreement by the Parties or otherwise terminated in accordance with the terms of this Agreement. Further, IHIS may in its sole discretion renew this Agreement (on similar terms and conditions) for any subsequent periods, in writing, upon or prior to expiry of this Agreement.

8.2 Each Party has the right to terminate this Agreement with immediate effect, if

(a) the other Party, after the receipt of a written notice of default, by which notice a reasonable term for fulfilment of its obligations shall be given, has failed to remedy any breaches under this Agreement;

OR

(b) the other Party has applied for bankruptcy, moratorium, receivership, liquidation or any kind of arrangement between debtor and creditors, or any other circumstances which are likely to affect substantially that Party's ability to carry out its obligations under this Agreement.

8.3 Either Party may at its own cost terminate this Agreement without cause upon giving thirty (30) days' prior written notice to the other Party. Termination of this Agreement shall be without prejudice to any accrued rights of either Party and shall not affect obligations which are expressed not to be affected by termination. Upon the termination or expiry of this Agreement, the Recipient shall without unreasonable delay:

(a) delete, purge and destroy (as applicable) all electronic and physical copies of the Implementation Guide (including such copies provided to its Users), so that they are irretrievable from any source whatsoever; and

(b) disable and cease to use all the accounts of the Recipient and its Users created under this Agreement for SmartCMS Subscription and thereby cease to use the SmartCMS Subscription in any manner.

9. NOTICES

9.1 All notices, communications, demands, requests, approvals or consents required to be given or made under this Agreement by either Party must be in writing and shall be effective only if either personally delivered, sent by pre-paid mail, or electronic mail to the addresses and attention to the persons as set out below:

To IHIS

    Attention : SmartCMS Programme Team

    Address : 6 Serangoon North Avenue 5#01-01/02
                Singapore 554910

    E-mail : smartcms@ihis.com.sg

To the Recipient

    Attention : _____
                 [Authorised Personnel]

    Address : _____
                 [As per company official address]

    E-mail : _____
                 [Authorised personnel email address]

9.2   Any notices, communications, demands, requests, approvals or consents shall be deemed to be duly given and received:

    (a)   if personally delivered, on the day of delivery;
    (b)   if sent by pre-paid mail from and to addresses within the same country, two (2) days after the same is sent;
    (c)   if sent by pre-paid mail from and to addresses in different countries, five (5) days after the same is sent; and
    (d)   if sent by facsimile or electronic mail, on the day of sending provided a confirmation copy is hand delivered or sent by pre-paid mail within twenty four (24) hours.

9.3   Either Party may from time to time by written notice to the other designate a different address applicable or designate a different person to whom the notices, communications, demands, requests, approvals or consents must be attention to.

10.   ASSIGNMENT

10.1   Subject to the provisions of this Agreement, all the rights and obligations hereunder shall be binding upon and inure to the benefit of IHIS and its respective permitted assigns and successors-in-title. IHIS may at any time assign or transfer this Agreement or part thereof to any third party as it deems fit without the prior consent of the Recipient.

10.2   Subject to the provisions of this Agreement, all the rights and obligations hereunder shall be binding upon and inure to the benefit of the Recipient and its respective permitted assigns and successors-in-title except that:-

(a)   the Recipient shall not transfer or assign all or any of its rights, obligations hereunder in whole or in part to any third party without the prior written consent of IHIS, such consent shall not be unreasonably withheld;

(b)   any permitted assignee or transferee of the Recipient shall agree in writing to comply with the provisions of this Agreement; and

(c)   any assignment so made by the Recipient shall not exceed the existing scope of this Agreement.

11.   CONFIDENTIALITY

11.1   The Recipient agrees that any access by Recipient to IHIS Confidential Information shall be governed by this Clause. The Recipient understands that IHIS is relying on the undertakings contained herein in disclosing IHIS Confidential Information to the Recipient.

11.2   Recipient shall procure and ensure that Recipient's Representatives shall at all times:

(a) hold IHIS Confidential Information in strict confidence and shall not, save with the express and prior written consent of IHIS, disclose or in any manner (whether orally, in writing or by any other means whatsoever) make IHIS Confidential Information available to any person or entity other than those Representatives who are directly involved in this Agreement. Any disclosure to Recipient's Representatives shall be strictly on a need-to-know basis and only after the Representatives have been advised of the Recipient's obligations of confidentiality and have agreed to:

(i)   keep confidential all information regarding this Agreement and all IHIS Confidential Information he/she receives or has access to by any means whatsoever (whether directly or indirectly);

(ii)   use IHIS Confidential Information strictly in connection to this Agreement and for no other purpose whatsoever; and

(iii)   be subject to the same restrictions and obligations which the Recipient is subject to under this Clause.

(b) take all such precautions as may be necessary to protect IHIS Confidential Information received and shall ensure that such precautions shall be no less than those used by the Recipient to protect its own confidential materials, and shall inform each Representative of the confidential nature of the IHIS Confidential Information and the restrictions imposed by this Agreement and cause all Representatives to comply with the restrictions imposed by this Agreement (as if they were named in place of the Recipient) and shall be responsible for any breach by a Representative, whether such breach occurs during or after the Representative's employment with or engagement by the Recipient;

(c) save with the express written consent of IHIS, not disclose or divulge any IHIS Confidential Information received or any information derived therefrom to any third party;

(d) save with the express written consent of IHIS, not make any announcement or otherwise disclose or publicise the Agreement, any other arrangements with IHIS and any matter relating or incidental thereto or use any logos, marks, designs or any other

corporate insignia of IHIS in any marketing or advertising, publicity or marketing materials;

(e) <u>not</u> copy, decompile, disassemble or reverse engineer any IHIS Confidential Information received;

(f) <u>not</u> reproduce, transform or store any of the IHIS Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form (electronic or otherwise) or by any means whatsoever except with the written consent of IHIS;

(g) <u>not</u> use or permit the IHIS Confidential Information received to be used for any purpose not relating to this Agreement, or is not in the interest of or beneficial to IHIS;

(h) use the IHIS Confidential Information solely for the purpose of considering, advising in relation to or in furtherance of this Agreement (and not use it for any other purpose) and shall not permit the IHIS Confidential Information to go out of the Recipient's possession, custody or control;

(i) keep separate all IHIS Confidential Information received from all documents and other records of the Recipient;

(j) in the event of expiry or termination of this Agreement, to immediately cease all use of IHIS Confidential Information and at the option of IHIS forthwith return or destroy all IHIS Confidential Information (whether in the Recipient's possession, under the Recipient's control or otherwise) received (including, without limitation, all documents, media or materials containing or incorporating any IHIS Confidential Information together with all copies, extracts or reproductions thereof); and

(k) acknowledge and observe all terms of this Clause.

11.3 If so requested, the Recipient shall procure the execution of a separate non-disclosure agreement by its Representatives who have access to IHIS Confidential Information to maintain the same confidentiality on the same terms as set out in this Clause and shall take all such steps necessary or required to enforce the compliance with such obligations.

11.4 The Recipient acknowledges and agrees that due to the unique nature of IHIS Confidential Information, any breach of the terms of this Clause will result in irreparable harm to IHIS for which damages would not be an adequate remedy, and that IHIS shall, in addition to any other relief and/or remedies available at law, be entitled in respect of any actual or threatened breach of the obligations herein to seek equitable relief (whether in the nature of injunction, specific performance and other equitable relief) without the requirement of posting a bond, and that the Recipient shall not object to the granting of such equitable relief on any grounds.

11 A. PERSONAL DATA

11A.1 The Recipient acknowledges that the Parties are subject to the Personal Data Protection Act 2012 including any re-enactments, supplements, and amendments thereto from time to time (**the "PDPA"**), which governs the collection, use and disclosure of Personal Data. With respect to Personal Data processed, collected, used or disclosed by the Recipient, the Recipient hereby agrees that it shall comply with the PDPA and shall not do any act or engage in any

activity that will or is likely to cause the Recipient or IHIS to be in breach of the PDPA. Without prejudice to the generality of the foregoing, the Recipient:

a. warrants that if IHIS discloses any Personal Data to the Recipient or the Recipient is required to collect personal data on behalf of IHIS, the Recipient shall ensure that the individuals to whom the Personal Data relates, have validly provided consent in accordance with the requirements of the PDPA, for the collection, use and/or disclosure of the Personal Data for the purposes of this Agreement or for the purposes which IHIS has notified to the Recipient in writing. The Recipient shall be deemed to be in breach of this Clause if any consent obtained by the Recipient is subsequently determined by any competent Court or authority to be invalid;

b. shall immediately cease the collection, processing, use and/or disclosure of Personal Data of an individual if it receives notification of that individual's withdrawal of consent for the collection, processing, use, and/or disclosure of that individual's Personal Data, or otherwise at IHIS's request;

c. shall not transfer or process any Personal Data outside Singapore, without IHIS's prior written consent;

d. shall only process, disclose or use the Personal Data (i) strictly in accordance with, and to the extent required for, the purposes of this Agreement or (ii) pursuant to IHIS's written instructions;

e. shall not retain any Personal Data for any period longer than is necessary for the purposes of this Agreement, or for a period of time longer than is necessary to serve the Recipient's legitimate legal or business purposes;

f. shall protect the Personal Data in the Recipient's possession or control by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification and/or disposal of the Personal Data;

g. shall put in place adequate measures to ensure that the Personal Data is accurate and complete and take steps to correct the Personal Data in the Recipient's control or possession upon IHIS's request;

h. shall maintain complete and accurate records of the way in which the Personal Data has been used or disclosed by the Recipient and shall provide IHIS with such information upon IHIS's written request;

i. shall provide IHIS with details of the Personal Data that the Recipient has in its possession or control upon IHIS's written request;

j. shall permit only its Representatives to access the Personal Data, on a need-to-know basis, where they need to access the Personal Data to enable the Recipient to fulfil its obligations under this Agreement or pursuant to IHIS's written instructions; and

k. shall, upon IHIS's request (notwithstanding any other provisions in this Agreement), immediately:-

    i. return all Personal Data to IHIS;
    ii. delete all Personal in its possession or control; and/or
    iii. instruct all third parties to whom it has disclosed Personal Data to return or delete the Personal Data,

regardless of the form in which the Personal Data is in, and/or the media it is contained in.

11A.2 The Recipient shall permit IHIS to conduct audits on its premises and systems to ensure that the processing, use, collection and disclosure of Personal Data are in accordance with this Clause. The Recipient shall, at no costs to IHIS, render all necessary assistance to IHIS for the purposes of such audits.

11A.3 For the purposes of this Clause, "**Personal Data**" means data, whether true or not, about an individual who can be identified:

(a) from that data; or
(b) from that data and other information which a party has or is likely to have access.

11A.4 The Recipient agrees to indemnify and keep indemnified, IHIS, its Affiliates and its officers, employees and agents, against any and all losses, damages, statutory penalties, actions, proceedings, costs, claims, demands, liabilities, expenses (including legal costs on an indemnity basis), in respect of:

(a) the Recipient's breach of this Clause; or
(b) any act or omission by the Recipient that causes or results in the IHIS being in breach of the PDPA.

For the purposes of this Clause, "**Affiliates**" means an organisation/institution (including but not limited to medical hospitals, community hospitals, clinics, institutions and healthcare practitioners) that is related to IHIS (i) either by reason of IHIS directly or indirectly controlling the organisation/institution; (ii) by reason of both IHIS and organisation/institution being controlled by or under the common control of a third party; or (iii) by reason that IHIS is obliged to provide support or other services to or otherwise collaborate with that organisation/institution for any reason including the Ministry of Health or any other Ministry of the Government of Singapore, or any statutory board. In the context of corporate entities, a person "controls" the entity if it owns and controls (i) more than fifty (50) percent of whose shares or other securities entitled to vote for election of directors (or other managing authority) in the entity, or (ii) more than fifty (50) percent of the equity interest in the entity, or (iii) is otherwise able to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

11A.5 For the avoidance of doubt, any breach of this Clause by the Representatives, as the case may be, shall be deemed to be a breach by the Recipient.

12. ENTIRE AGREEMENT AND MODIFICATIONS

12.1 This Agreement supersedes all prior agreements, oral or written, between the Parties hereto and contains the entire and only agreement between Parties in respect of the SmartCMS Subscription.

12.2 No modification, termination, notice of termination, or discharge of this Agreement or any of the provisions hereof nor any representation, promise or condition relating to this Agreement will be binding unless done in writing, and signed by all relevant Parties.

12.3 Should any part of this Agreement for any reason be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity or enforceability of any remaining portion.

13. DISPUTE RESOLUTION, APPLICABLE LAW AND COMPETENT COURT

13.1 This Agreement will be governed by and interpreted in accordance with Singapore law.

13.2 Parties shall use their best endeavours to amicably settle all disputes arising in any way out of or affecting this Agreement and shall act in good faith in all negotiations.

13.3 If any dispute is not settled in accordance with Clause 13.2 above, Parties shall use reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. If no agreement is reached between the Parties within THIRTY (30) days from the commencement date of mediation, Parties may then commence any other dispute resolution proceedings. The Parties hereby agree to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

14. FORCE MAJEURE

14.1 Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in the performance of their obligations under this Agreement if the delay or failure results from events beyond the reasonable control of either Party. For the avoidance of doubt, the failure to obtain the approval or withdrawal of approval from the relevant government authorities shall not be considered a force majeure event.

14.2 A Party shall notify the other Party promptly of any such circumstances delaying its performance and shall resume performance as soon as reasonably practicable.

14.3 The Parties shall, for the duration of a force majeure event, be relieved of any obligation under this Agreement that is affected by such event except that the provisions of this Agreement shall remain in force with regard to all other obligations under this Agreement which are not affected by the event.

14.4   If the event as described in Clause 14.1 should exceed sixty (60) days in duration, then either Party may terminate this Agreement upon giving fifteen (15) days' prior written notice to the other Party. Termination of this Agreement shall be without prejudice to any accrued rights of either Party and shall not affect obligations which are expressed not to be affected by termination.

15.   SEVERABILITY

15.1   If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

16.   MISCELLANEOUS PROVISIONS

16.1   No right or remedy conferred upon or reserved to the Parties is intended to be, nor shall be deemed, exclusive of any other right or remedy provided or permitted by law or equity, but shall each be cumulative of every right or remedy.

16.2   A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement except and to the extent (if any) where this Agreement expressly provides that such third parties have the rights to enforce this Agreement.

16.3   This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original, but such counterparts or duplicates shall together constitute but one and the same agreement.

16.4   The failure by either Party to enforce at any time the provisions of this Agreement or any rights in respect thereto shall in no way be considered to be a waiver of such provisions, rights, or elections or in any way affect the validity of this Agreement.

16.5   Clauses 5, 6, 7, 11, 11A and any other provision intending to survive shall survive the termination or expiry of this Agreement.

IN WITNESS WHEREOF the Parties have set their hands on the date as indicated below:

[Recipient]:	INTEGRATED HEALTH INFORMATION SYSTEMS PTE LTD
Authorised signatory for and on behalf of the Consultant: Signature .... Name (block letters) ...... Title	Authorised signatory for and on behalf of IHIS: Signature .... Name (block letters): ..... Title: ....
In the presence of: Signature .... Name (block letters) ...... Title	In the presence of: Signature .... Name (block letters): ..... Title: ....

SCHEDULE A
Key Performance Indicators

Reference	Phase	Indicators	Measurement
1	Prior testing with IHIS	CMS vendor to provide evidence that vendor application have internally completed functional testing, 2 weeks before agreed testing window.	Provision of test evidence, with screen captures of fully functional system.
2	Prior testing with IHIS	Able to commit clinic(s) to perform claims submissions through the interface within 6 months of testing completion with IHIS.	Written commitment from vendor
3	Prior testing with IHIS	Adherence to terms specified in Implementation Guide.	Adherence to terms specified
4	After successful testing with IHIS	Achieve Business Go-Live (BGL) by having at least one clinic to perform claims submission through the interface within 6 months of successful testing completion with IHIS.	BGL within 6 months of testing completion
5	Post BGL	Provide IHIS with updated list of clinics using their product every 6 months from BGL date.	Timely submission of clinics list