

Please read these terms carefully. You are required to read and understand the terms before proceeding further on SOCSO e-HEALTH APPLICATION TECHNOLOGY PORTAL. If you do not accept these terms please do not use this portal or please do not register as PERKESO HSP Panel Clinics or Doctors.

**IMPORTANT : BY USING SOCSO e-HEALTH APPLICATION TECHNOLOGY PORTAL at [www.perkeso.gov/sehat](http://www.perkeso.gov/sehat) (hereinafter referred to as "SeHAT"), YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS :**

- A. **PERTUBUHAN KESELAMATAN SOSIAL (hereinafter referred to as "PERKESO") HEALTH SCREENING PROGRAMME AGREEMENT**
- B. **NOTICES FROM PERKESO**

**PLEASE READ THIS PERKESO HEALTH SCREENING PROGRAMME AGREEMENT (HEREINAFTER REFERRED TO AS "AGREEMENT") CAREFULLY BEFORE COMPLETING THE APPLICATION VIA SeHAT PORTAL. BY USING SeHAT PORTAL, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT COMPLETE THE APPLICATION BY SeHAT PORTAL.**

**IF YOU HAVE ENTER INTO PERKESO HSP AGREEMENT, YOU MAY COMPLETE A NEW APPLICATION VIA SeHAT PORTAL BUT YOU SHALL BE SUBJECT TO THE SAME TERMS OF THIS AGREEMENT.**

## **1. GENERAL**

- 1.1 The SeHAT application form or its contents whether by documentation, interfaces, contents, font and any data that came with the SeHAT portal may be updated, replaced, amended or substituted by PERKESO whether with or without notice by PERKESO and PERKESO shall not be bound to inform the Applicant or any parties of such update, replacement, amendment or substitution which contain in SeHAT portal.
- 1.2 PERKESO shall have all the right not to expressly include all necessary information that required by PERKESO in SeHAT portal for the purpose of PERKESO HSP and PERKESO shall have the right to inquire or require further information from the Applicant if necessary whether before or after this Application via SeHAT portal has been duly completed or otherwise.
- 1.3 PERKESO, at its discretion may make available any kind of information that its required to be produced by the Applicant through SeHAT portal or otherwise and the Applicant shall be bound to provide any information that so required whether by SeHAT portal or otherwise to PERKESO.
- 1.4 The Applicant shall not change, amend, replace, substitute, delete or do anything that may affect the original content of SeHAT portal and PERKESO shall have all the right under the law to take action against the Applicant if it is found that the Applicant has done such action to that effect.
- 1.5 This terms and conditions shall form part and integral for the application of PERKESO HSP.
- 1.6 PERKESO is desirous to appoint the Applicant for PERKESO HSP to provide the services hereinafter contained in line with the decision by the Government of Malaysia during the Budget Speech 2013 at the Parliament by the Honourable Prime Minister of Malaysia which has decided that PERKESO to carry out PERKESO HSP to all its active insured person who has attained the age of forty (40) years and above on or after 1<sup>st</sup> January 2013 to be conducted by registered clinics with the Ministry of Health Malaysia in accordance with Private Healthcare Facilities and Services Act 1998 under the Private Medical Clinics or Private Dental Clinics Regulations 2006 (hereinafter referred to as "**PERKESO HSP Panel Clinics**") and by Medical Practitioners registered with the Malaysian Medical Council (hereinafter referred to as "**PERKESO HSP Panel Doctors**").
- 1.7 On the date of the application of PERKESO HSP, the Applicant clinic's is currently and shall always be a registered clinics with the Ministry of Health Malaysia in accordance with Private Healthcare Facilities and Services Act 1998 under the Private Medical Clinics or Private Dental Clinics Regulations 2006 and the doctors in charge for the clinic a Medical Practitioners registered with the Malaysian Medical Council throughout the period as PERKESO HSP Panel Doctors or Clinics.

## **2. COMPONENTS OF AGREEMENT**

- 2.1. The Appendices or Schedules referred to therein and any written amendment thereto shall be taken, read and construed as an essential and integral part of this Agreement.
- 2.2. Interpretation
  - (a) The schedules hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement PROVIDED HOWEVER that in the event of any conflict between the clauses and the schedules of this Agreement, the clauses shall prevail.
  - (b) Reference to clauses and schedules are to be construed as references to clauses and schedules of this Agreement, unless otherwise provided herein.
  - (c) All references to provisions of statutes include such provisions as amended, modified or re-enacted.

- (d) Words applicable to natural persons include any body of persons, Applicant, corporation, firm or partnership, incorporated or unincorporated, and vice versa.
- (e) The expression "this Agreement" or any similar expression shall comprise the clauses and schedules of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time.
- (f) Words implying any gender shall include any other gender.
- (g) Words implying the singular number shall include the plural number and vice versa.
- (h) The headings and sub-headings to the clauses of this Agreement are for convenience of reference only and shall not affect the interpretation and construction thereof.
- (i) Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined.
- (j) For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period after or from a specified date, the period is inclusive of and time begins to run from the date so specified.
- (k) Wherever there shall appear any reference to a time within which an act should be done or agreement reached or consent given, such reference shall be deemed to be read as including the expression "or any other period agreed in writing between the Parties from time to time".
- (l) Any technical term not specifically defined in this Agreement shall be construed in accordance with general practice of such relevant medical profession in Malaysia.
- (m) Any reference to a "day", "week", "month" or "year" is a reference to that day, week, month or year in accordance with the Gregorian calendar.

### 2.3. Entire Agreement

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.

## 3. SERVICES

3.1 The Applicant shall provide the following services to PERKESO's active insured persons for PERKESO HSP services to detect and identify the risk of getting non-communicable diseases (hereinafter referred to as the "Services") as follows –

- (a) to carry out a physical examination which also includes blood pressure, waist circumference, height and weight;
- (b) to carry blood investigation which includes full blood count, fasting blood glucose and fasting lipid profile for diabetes mellitus, dyslipidemia, heart disease, strokes;
- (c) to carry urine investigation which includes urine FEME and ACR microalbuminuria for kidney diseases;
- (d) to carry out pap smear for cervix cancer for female PERKESO's active insured person;
- (e) to arrange and carry out for mammogram for breast cancer for female PERKESO's active insured person;
- (f) to inquire medical history from PERKESO's active insured person but limited only to inquiry during investigation by the PERKESO HSP Panel Doctors;
- (g) to inform PERKESO's active insured person of the examination and test result including offering medical advice to the same and make such recommendation for referral cases, if necessary to PERKESO for further action which both of the advice and the recommendation shall form part of the examination and test result; and
- (h) to maintain properly all inquiry, examination, result, record and recommendation of the Services and to deliver the same to PERKESO as required whether by SeHAT Portal or other means as determined by PERKESO.

## 4. COMMENCEMENT AND DURATION OF THIS AGREEMENT

4.1 This Agreement shall commence on the date of the signing of this Agreement (hereinafter referred to as the "Effective Date") and shall continue to be in force unless terminated in accordance with the provisions of this Agreement.

## 5. PAYMENT FOR THE SERVICES

- 5.1. In consideration of the Applicant providing the Services under this Agreement, PERKESO shall pay to the Applicant the sum for the Services rendered (hereinafter referred to as the "**Payment for the Services**") which detail set out in **Schedule 1**.
- 5.2. The Payment for the Services under this Agreement shall be on case to case basis for each and every PERKESO's active insured person who undergoes the PERKESO HSP whereby the amount to be paid by PERKESO to the Applicant shall not be more than the maximum amount as set out in **Schedule 1**.
- 5.3. The Payment for the Services shall be inclusive of all cost of labour, disposable medical equipment, consultations, advice, examination, test or any taxes, charges or levy imposed by any appropriate authorities or the Government to the Applicant.
- 5.4. PERKESO shall make a payment to the Applicant for the Services performed under this Agreement within a period of fourteen (14) days after receiving a completed data regarding the result of the investigation, test or examination of PERKESO active insured person through SeHAT portal: **PROVIDED THAT** PERKESO shall have the right to pay after the period of fourteen (14) days if in the opinion of PERKESO, it need to certify that the Services have been carried out according to this Agreement.

## 6. PERKESO'S RESPONSIBILITY

- 6.1 PERKESO shall be responsible of the following –
  - (a) to provide a voucher (hereinafter referred to as the "**Voucher**"), as set out in **Schedule 3**, containing the name and identity card number of PERKESO's active insured person and other details for PERKESO HSP and the terms and conditions contains in the Voucher which shall be the right of PERKESO to amend, vary, substitute or delete of the same without giving any further notice to the Applicant or PERKESO HSP Panel Clinics or Doctors;
  - (b) to provide a free of charge SeHAT portal for the use of the Applicant except for the internet connection charges or anything to enable the Applicant to access or use the SeHAT portal which shall be borne by the Applicant;
  - (c) to pay for the Services rendered by the Applicant as in clause 5 of this Agreement; and
  - (d) to maintain the confidentiality of PERKESO's active insured person data, examination and test result and any other information related to PERKESO's active insured person obtained under this Agreement except in the opinion of PERKESO is necessary for the purpose of carrying out its duties under any law or this Agreement.
- 6.2 For the purpose of PERKESO HSP, the Voucher issued by PERKESO as mentioned under clause 6.1(a) shall be the property of PERKESO and PERKESO have the right to amend the Voucher from time to time subject to this Agreement.

## 7. DATA

- 7.1. Any data of PERKESO active insured person obtained or recorded by the Applicant in relation to PERKESO HSP, the data shall belong to PERKESO and PERKESO shall have the right to use the data for scientific, research or any purposes of the interest of PERKESO's active insured person.
- 7.2. PERKESO shall have the right to publish any data obtained or recorded by the Applicant in relation to PERKESO HSP.
- 7.3. All data entered by the Applicant under SeHAT portal or the data of PERKESO's active insured person or any data related to PERKESO HSP provided by the Applicant shall be a complete true and correct data.

## 8. REPORTING AND RECORD BOOK

- 8.1 The Applicant shall be responsible to prepare a report for all PERKESO's active insured person who undergo PERKESO HSP at its clinic according to the format determine by PERKESO including a record book to be maintained by the Applicant.
- 8.2 The Applicant shall transmit any information required by PERKESO in relation to the report which shall include the medical history, examination, test, result and recommendation of PERKESO's active insured person via SeHAT portal or any other means as determine by PERKESO and such information shall be maintained by the Applicant in a record book.
- 8.3 The Applicant shall be responsible for maintaining a report and a record book of the PERKESO's active insured person according to Private Healthcare Facilities and Services Act 1998 for the purpose of inspection and verification by PERKESO which includes, but not limited, the following information –
  - (a) name and the identity card number of the PERKESO's active insured person;
  - (b) the date of the PERKESO's active insured person undergo the PERKESO HSP;
  - (c) the Voucher number;

- (d) the result from any third party engage by the Applicant to carry out PERKESO HSP including the laboratory or mammogram service center;
- (e) the result of the investigation, examination and test;and
- (f) the name and the address of the laboratory or mammogram service center.

8.4 The report and the record book of the PERKESO's active insured person under this Agreement shall be kept by the Applicant for a period of seven (7) years and upon the expiration of such period, the Applicant may dispose such report and the record book, subject to any further instructions by PERKESO.

## 9. PROCESS FLOW OF PERKESO HSP

9.1 Subject to any amendment by PERKESO from time to time, the Applicant shall adhere and follow the latest PERKESO HSP process flow as set out in **Schedule 2** of the Agreement or such further amendment, whichever is later.

## 10. REPRESENTATION AND WARRANTY

10.1 The Applicant represents and warrants to PERKESO–

- (a) it is a corporation validly existing under the laws of Malaysia;
- (b) it has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions and to carry on its business as contemplated by this Agreement;
- (c) it has taken all necessary corporate actions to authorize the entry into and performance of this Agreement and to carry out the transactions contemplated by the Agreement;
- (d) as at the execution date, neither the execution nor performance by it of this Agreement nor any transaction contemplated by this Agreement will violate in any respect any provision of –
  - (i) its Memorandum and Articles of Association; or
  - (ii) any other document or agreement which is binding upon it or its asset;
- (e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;
- (f) this Agreement constitutes a legal, valid and binding obligation of the Applicant and is enforceable in accordance with its terms and conditions;
- (g) it has necessary financial and technical capability to undertake the service, and the Applicant acknowledges that PERKESO has entered into this Agreement in reliance on its representations and warranties as aforesaid;
- (h) to comply with all notices and instructions issued, given or notified by PERKESO from time to time in respect of the Services; and
- (i) not to impinge any intellectual property rights of PERKESO or any person.

## 11. THE APPLICANT, PERKESO HSP PANEL DOCTORS OR CLINICS OBLIGATIONS AND RESPONSIBILITIES

11.1 The Applicant shall be obliged and responsible to ensure throughout the period of this Agreement that the Clinics owned by the Applicant as PERKESOHSP Panel Clinics and the Doctors who is responsible for the Clinics as PERKESOHSP Panel Doctors for the purpose of providing the Services that–

- (a) the Clinics shall –
  - (i) registerwith PERKESO via SeHAT portal; and
  - (ii) register under the Private Healthcare Facilities and Services Act 1998 (Private Medical Clinics or Private Dental Clinics Regulations 2006); and
- (b) the Doctorsshall –
  - (i) register with PERKESO via SeHAT portal;
  - (ii) register with Malaysian Medical Council; and
  - (iii) possessed a valid Annual Practicing Certificate.

11.2 For the purpose of PERKESO HSP, the Applicant or PERKESO HSP Panel Doctors shall be appointinga laboratory or mammogram service centerfrom the panel provided by PERKESO in SeHAT portal, which is registered with the Ministry of Health, to conduct the necessary test or investigation and shall inform PERKESO of such appointment. The Applicant or PERKESO HSP Panel Doctors shall be responsible for any conduct, action, test or investigation performed by the laboratoryor mammogram service centerthroughout the period of this Agreement and shall give any information or data to the laboratory or mammogram service centerwhich is necessary and a complete true and correctregarding PERKESO HSP or PERKESO active insured person.

11.3 The Applicant shall be responsible to make any payment to the appointedlaboratoryor mammogram service centerwithin fourteen (14) days after receipt of any invoice issued by the laboratory or mammogram service centerwho had conducted the necessary test or investigation as instructed by the Applicant based on the payment as set out in Schedule 1 and if the payment charged by such laboratory or mammogram service centerexceed the amount as set out in Schedule 1, the Applicant shall bear the difference amount between the amount charged and the amount as set out in Schedule 1 and shall not have the right to claim such differences from PERKESO.

- 11.4 The Applicant or the PERKESOHSP Panel Doctors under the responsibility of the Applicant shall not appoint any agent or any third party, except for the appointed laboratory or mammogram service center under clause 11.3, for the purpose of carrying out the responsibility of the Applicant under this Agreement or PERKESOHSP Panel Doctors including the activity for touting any PERKESO's active insured person to undergo PERKESO HSP at its Clinics;
- 11.5 The Applicant or the PERKESOHSP Panel Clinics or Doctors under the responsibility of the Applicant shall not refuse to provide the Services to any PERKESO's active insured person who presents the Voucher for PERKESO HSP to its Clinics after carrying out the validation process of the Voucher.
- 11.6 The Applicant or the PERKESOHSP Panel Clinics or Doctors under the responsibility of the Applicant shall strictly adhere to guidelines set by Malaysian Medical Council (Code of Professional Conduct Adopted by the Malaysian Medical Council on 9 December 1986) with regard to advertisement of the PERKESO HSP;
- 11.7 The Applicant or the PERKESOHSP Panel Clinics or Doctors under the responsibility of the Applicant shall, except for any investigation or test related to PERKESO HSP which requires laboratory or mammogram service center investigation or test, all examination and test for PERKESO's active insured person shall be performed and held in the Clinic's premises.
- 11.8 The Applicant or the PERKESOHSP Panel Clinics or Doctors under the responsibility of the Applicant shall ensure that the laboratory or mammogram service center do the test or investigation for PERKESO HSP in accordance to the highest standard of medical profession and shall inform PERKESO of the action to be taken against the laboratory or mammogram service center including to revoke the appointment of the laboratory or mammogram service center if, in the opinion of PERKESO or the Applicant, the performance of the laboratory or mammogram service center is not conforming to the standard of the medical profession or substandard, accordingly.
- 11.9 The Applicant shall ensure the PERKESOHSP Panel Doctors under the responsibility of the Applicant do the examination, test, investigation or perform the Services for PERKESO HSP in accordance to the highest standard of medical profession and shall inform PERKESO of the action to be taken against the PERKESOHSP Panel Doctors including to replace the PERKESOHSP Panel Doctors if, in the opinion of PERKESO or the Applicant, the performance of the PERKESOHSP Panel Doctors is not conforming to the standard of the medical profession or substandard, accordingly.
- 11.10 The Applicant shall ensure the premise or the personnel of the PERKESOHSP Panel Clinics under the responsibility of the Applicant perform the Services for PERKESO HSP in accordance to the highest standard of medical profession and shall inform PERKESO of the action to be taken to the PERKESOHSP Panel Clinics including to make any ratification necessary of such Clinics if, in the opinion of PERKESO or the Applicant, the premise or personnel of the PERKESOHSP Panel Clinics is not conforming to the standard of the medical profession or substandard, accordingly.
- 11.11 The Applicant shall be responsible to ensure that only the authorized personnel provided with the username and password shall have the access of the SeHAT portal and take necessary precaution that the authorized personnel shall safeguard the username and password from unauthorized usage or personnel and shall take action to change the username and password frequently to ensure the security of the access including to change the same if there is any suspicion that the username and password has been used by any unauthorized person.
- 11.12 The Applicant shall ensure the PERKESOHSP Panel Clinics or Doctors under the responsibility of the Applicant not to use the Services for any unlawful purpose including for criminal purposes.
- 11.13 The Applicant shall ensure the PERKESOHSP Panel Clinics or Doctors under the responsibility of the Applicant shall not obtain or keep any unauthorized access or information on PERKESO's system or procedures.
- 11.14 The Applicant shall also be responsible to perform the following obligations–
- (a) perform the Services and its obligations under this Agreement;
  - (b) perform the Services in a proper manner and in accordance with good management practice and to the best advantage of PERKESO and shall comply with the present laws and statutes;
  - (c) perform the Services and discharge its obligations as contained in this Agreement by exercising professional judgment and practice, requisite skill, care and diligence. In performing the Services, the Applicant shall provide all necessary services, facilities and personnel as specified in this Agreement. The Applicant shall provide well-outlined procedures in the form agreed by PERKESO for reporting and co-ordination purposes;
  - (d) at all times perform the Services in such manner as will always safeguard and protect PERKESO interest and take all necessary and proper steps to prevent abuse or uneconomical use of facilities, if any, made available by PERKESO to the Applicant; and
  - (e) inform PERKESO immediately in writing of the occurrence of any factor or event, which is likely to affect the Services. Such notification shall not be construed as a discharge of any of the Applicant's obligations under this Agreement.
- 11.15 The Applicant or the PERKESO HSP Panel Clinics or Doctors who received the Voucher from PERKESO active insured person shall follow the Process Flow of PERKESO HSP as set out in **Schedule 2** and provide the

Services to PERKESO active insured person according to this Agreement including the service level requirement as set out in **Schedule 4** and shall be bound with the terms and conditions contained in the Voucher or any amendment, variation, substitution or deletion to terms and conditions of the Voucher.

- 11.16 The Applicant or the PERKESO HSP Panel Clinics or Doctors or its personnel shall have the duty to take care and the safe keeping of any Voucher on behalf of PERKESO which is submitted by PERKESO active insured person and shall use the Voucher according to this Agreement.
- 11.17 If any suspicious or reasons arises that the authenticity of any Voucher submitted by PERKESO active insured person to the Applicant or the PERKESO HSP Panel Clinics or Doctors or its personnel during the validation process is being tempered or being compromised, whether -
- (a) by forgery;
  - (b) contains any false information; or
  - (c) that the person who submitted the Voucher is not PERKESO active insured person named in the Voucher;

the Applicant or the PERKESO HSP Panel Clinics or Doctors or its personnel shall inform PERKESO within twenty (24) hours via SeHAT portal or any other means to communicate to get instructions from PERKESO, upon such suspicion or reasons arises and shall –

- (i) keep the Voucher;
- (ii) obtain and record the detail such as name, identity card number, address, contact number of the person who submitted the Voucher and other details which is necessary, in the opinion of the Applicant or the PERKESO HSP Panel Clinics or Doctors or its personnel;
- (iii) postpone the Services until further instruction from PERKESO; and
- (iv) not inform any person of the reasons for the postponement of the Services under this clause.

## 12. CONFIDENTIALITY

- 12.1 For the purposes of this clause "**Confidential Information**" means all information (whether commercial, financial, technical or otherwise) relating to the disclosing Party, its sub-contractors, other customers, suppliers and PERKESO's active insured persons, disclosed to or otherwise obtained by the recipient Party under or in connection with this Agreement and which is designated as being confidential or which is by its nature clearly confidential excluding PERKESO for any information required to implement PERKESO HSP or any duty bound by laws or its regulations.

- 12.2 Each Party undertakes to:

- (a) to treat such Confidential Information as confidential;
- (b) shall maintain confidentiality of PERKESO's active insured person data and record at all times;
- (c) shall not without the disclosing Party's prior approval to communicate or disclose any part of such Confidential Information to any person except:
  - (i) only to those employees, agents, subcontractors and other suppliers on a need to know basis who are directly involved with this Agreement and the supply and delivery of the Services;
  - (ii) the recipient's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the recipient;
  - (iii) to ensure that all persons and bodies involved in this Agreement are made aware, prior to disclosure of the confidential nature of the Confidential Information and that they owe a duty of confidence to the disclosing Party and to use all reasonable endeavors to ensure that such persons and bodies comply with the provision of this clause;
  - (iv) not to use or circulates such Confidential Information within its own organization except to the extent necessary for the purposes of this Agreement; and
  - (v) this clause will continue to be in force notwithstanding the existing or termination of this Agreement for any reason whatsoever.

- 12.3 The Applicant shall be subject to the Non-Disclosure Agreement as set out in **Schedule 5** pertaining to all information, data, documentations or any other form of materials obtained during the duration of the Agreement.

- 12.4 Notwithstanding this clause, all information relating to PERKESO's active insured person acquired by the Applicant or PERKESO HSP Panel Clinics or Doctors or its agent including its personnel shall be strictly confidential and shall only be disclosed to PERKESO for PERKESO usage.

- 12.5 Except with the prior written consent of PERKESO, the Applicant, their agents, personnel, servants or employees shall not at any time communicate to any person, body or entity, any confidential information disclosed to them for the purpose of the provision of this Agreement or discovered by them in the course of the provision and performance of this Agreement, nor shall make or cause to be made any press statement or otherwise relating to this Agreement nor publish or cause to be published any material whatsoever relating to the provisions of this Agreement without prior approval of PERKESO.

12.6 This clause shall not be applicable to the information of the Applicant, PERKESO HSP Panel Clinics or Doctors name, clinic registration number, address, telephone number, fax number and website address which shall be displayed in a directory at SeHAT portal.

### **13. INDEMNITY**

13.1 The Applicant agrees with PERKESO that –

- (a) The Applicant shall perform all of its obligations under this Agreement at as its own risk and releases, to the fullest extent permitted by law, PERKESO and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from the carrying out of the services and PERKESO shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death;
- (b) The Applicant shall indemnify and keep indemnified PERKESO from and against all action, suits, claim or demands, proceedings, losses, damages, compensation, costs (including legal costs), charges and expenses whatsoever to which PERKESO shall or may be or become liable in respect of or arising from –
  - (i) the negligent use, misuse or abuse by the Applicant or its personnel servants, laboratory or mammogram service center, agents or employees appointed by the Applicant;
  - (ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or contributed to by carrying out of the Services by the Applicant to any person and not caused by the negligence or willful act, default or omission of PERKESO, its agents, laboratory, mammogram service center or servants; or
  - (iii) any loss damage or injury from any cause whatsoever to property or persons affected by the services to the extent to which the same is occasioned or contributed to by the act, omission, neglect, breach or default of the Applicant or personnel, laboratory, mammogram service centerservants, agents or employees; and
- (c) the obligation under this clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

13.2 The Applicant or its authorized agent or its assignee shall indemnify, protect and defend as its own cost and expense PERKESO and its agents and servants from and against all actions, claims and liabilities arising out of acts done by the Applicant in the performance of this Agreement including the use of violation of any copyright works or literary property or patented invention, article or appliances.

13.3 In all circumstances, the Applicant shall be fully liable where the damage can be proven to be as a result of any negligence on part of its PERKESOHSP Panel Clinics or Doctors and laboratory or mammogram service center or personnel assigned to provide the Services

### **14. WAIVER**

A failure by any Party here to insist upon a strict performance of any stipulation, term or condition in this Agreement or to exercise any right or remedy provided in this Agreement shall not be construed as a continuing waiver by such Party of such stipulation, term or condition and the same shall continue and remain in full force and effect. Any waiver, to be effective, must be in writing and signed by the Party waiving its rights.

### **15. FORCE MAJURE**

15.1 Neither party shall be liable for any delay in performing any obligation or failure to perform any obligation if such delay or failure was caused by strikes, lock-outs, fire, war, riot or Acts of God (flood, lightning etc.) or any other circumstances beyond the control of either party. Either party shall give the other party prompt notice of the cause of delay. Upon such notification either party shall have the following options –

- (a) to proceed under this Agreement; or
- (b) to terminate this Agreement, in which event PERKESO shall pay to the Applicant all fees and charges imposed upon PERKESO under this agreement to the date of the occurrence of the condition, and upon such payment, the contractual relationship between the parties shall cease; or
- (c) to terminate this Agreement, in which event the Applicant shall refund to PERKESO all fees and charges paid in advance imposed upon PERKESO under this agreement to the date of the occurrence of the condition, and upon such payment, the contractual relationship between the parties shall cease.

### **16. DEFAULT AND TERMINATION**

16.1 Termination by PERKESO

(a) Default by the Applicant

In the event the Applicant without reasonable cause –

- (i) suspends the Services and fails to proceed regularly and diligently with the performance of its obligations under this Agreement ;
- (ii) fails to execute the Services in accordance with this Agreement or persistently neglects to carry out its obligations under this Agreement;
- (iii) defaults in performing the duties under this Agreement ;
- (iv) breaches any of its obligations or fail to comply with any other terms and conditions of this Agreement ;
- (v) commit, attempt, abet or conspire any medical malpractice or criminal activities of the Service is being offered;
- (vi) has provided false or incomplete information to PERKESO; or
- (vii) failure of payment for laboratory or mammogram service center test and investigation for PERKESO HSP within fourteen (14) days of receiving such payment from PERKESO;

then PERKESO shall give notice in writing to the Applicant specifying the default and requiring the Applicant to remedy such default as soon as possible and within thirty(30) days from the date of the notice. If the Applicant fails to remedy the relevant default within such period or such other period as may be determined by PERKESO, PERKESO shall have the right to terminate this Agreement within thirty (30) days after the expiry of such notice at any time by giving notice to that effect.

(b) General Default

If at any time during the term period -

- (i) an order is made or a resolution is passed for the winding-up of the Applicant, except for the purpose of reconstruction or amalgamation not involving the realization of assets in which the interest of creditors are protected ;
- (ii) the Applicant goes into liquidation or a receiver is appointed over the assets of the Applicant or the Applicant makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts; or
- (iii) execution is levied against a substantial portion of the Applicant's assets, unless it has instituted proceedings in good faith to set aside such execution;

then PERKESO shall have the right to terminate this Agreement forthwith by giving notice to that effect.

(c) Consequences of Termination by PERKESO

Upon termination of the Agreement under this clause -

- (i) the powers and rights granted by and the obligations in this Agreement shall terminate immediately ;
- (ii) the Applicant shall -
  - (aa) forthwith cease all the Services;
  - (bb) submit to PERKESO the detailed reports of the cost of the services and other payments which has become due and owing from PERKESO prior to the termination for verification and approval by PERKESO; and

- (d) PERKESO shall claim against the Applicant for any losses and damages suffered as a result of the termination of this Agreement;

PROVIDED THAT the termination shall not affect or prejudice the rights of any party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall continue even after the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement.

**17. TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES**

17.1 Without prejudice to any other rights of PERKESO, if the Applicant, its personnel, servants or employees is convicted by a court of law for corruption or unlawful or illegal activities in relation to this agreement or any other agreement that the Applicant may have with PERKESO, PERKESO shall be entitled to terminate this agreement at any time, by giving immediate written notice to that effect to the Applicant.

17.2 Upon such termination, PERKESO shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by PERKESO arising from such termination.



17.3 For the avoidance of doubt, the Parties hereby agree that the Applicant shall not be entitled to any form of losses including loss of profit, damages or whatsoever upon termination of this Agreement.

## 18. GENERAL TERMINATION

18.1 Any party to this Agreement may terminate this Agreement without specifying the grounds of such termination by giving the other party a thirty (30) days written notice of such intention.

18.2 Upon the termination of this Agreement under clause 16 the relevant consequence of the termination will come into effect.

## 19. RIGHTS SURVIVE UPON TERMINATION

The right of each party to pursue any legal action under this Agreement shall survive irrespective of the termination of this Agreement.

## 20. ASSIGNMENT

20.1 This Agreement or the Services under this Agreement shall not be assigned without the expressed prior written consent of PERKESO.

## 21. NOTICES

21.1 Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing in Bahasa Melayu or the English language and delivered to the address or facsimile number or e-mail of PERKESO or the Applicant, as the case may be, shown below or to such other address, or facsimile numbers or e-mail as either Party may have notified the sender and shall unless otherwise provided herein be deemed to be duly given or made, in the case of delivery in person or by facsimile transmission or e-mail, when delivered to the recipient at such address or facsimile number which is duly acknowledged –

### To PERKESO

Address : Pengurus Besar  
Cawangan Perubatan dan Pemulihan  
Tingkat 10, Menara PERKESO  
281, Jalan Ampang  
50538 Kuala Lumpur  
Fax. No. : 03-42568325  
E-mail : hsp@perkeso.gov.my

### To the Applicant

As per information and detail in SeHAT portal

21.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days of such change taking place.

## 22. DISPUTE RESOLUTION COMMITTEE

22.1 Any dispute between the Parties in respect of any matter under this Agreement (except in relation to PERKESO exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee (which is referred to as "**the Dispute Resolution Committee**" in this Agreement) comprising of –

- (a) Chief Executive Officer of PERKESO or any person appointed by him as the chairman;
- (b) One (1) representative to be appointed by PERKESO; and
- (c) One (1) representative to be appointed by the Applicant.

22.2 The Dispute Resolution Committee may appoint an independent expert in the relevant field or an independent expert in each of the relevant fields (if there is more than one field) to advise it on any matter referred to it and all costs, fees and expenses of any independent expert so appointed shall be borne equally by the Parties.

22.3 The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter referred to it.

22.4 If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant parties within thirty (30) days after the date of referral, either Party may refer that matter, dispute or claim to Arbitration. Each member to the Dispute Resolution Committee including the Chairman shall have one vote each.

## 23. ARBITRATION

- 23.1 If any matter, dispute or claim arising out of or relating to the Agreement or the breach or termination hereof which cannot be agreed upon by the Parties or which cannot be settled amicably by the Parties, the matter, dispute or claim shall be referred to an arbitrator to be agreed between the Parties, and failing such agreement, to be nominated on the application of either Party by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to arbitration within the meaning of Arbitration Act 2005. The decision of the arbitrator shall be final and binding on each of the Parties.
- 23.2 Any such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and system available at the Centre.
- 23.3 The reference of any matter, dispute or claim to arbitration pursuant to this clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as waiver of the obligations of the Parties to perform their respective obligations under this Agreement.
- 23.4 Each Party shall bear its own costs of the arbitration proceedings.

## **24. TIME**

Time wherever mentioned in this Agreement shall be of the essence of this Agreement.

## **25. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

## **26. SEVERABILITY**

If any provision in this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof and the remaining provision remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its, severance herefrom.

## **27. ADVERTISEMENTS**

No advertisement or reference in respect of this Agreement shall be published in any newspaper, magazine or in any other forms of advertisement without the prior written approval from PERKESO.

## **28. BINDING ON SUCCESSORS**

This Agreement shall be binding upon the respective personal representatives, any authorized agent, assignee, successors-in-title and assigns of the Parties hereto.

## **29. CAPACITY**

The parties hereto represent and warrant that they have full power and legal capability to enter into and perform their obligations this Agreement.

## **30. MODIFICATION, VARIATION AND AMENDMENT**

- 30.1 PERKESO reserve the right to modify, vary or amend this Agreement or any Schedules of the Agreement from time to time and the modification, variation and amendment shall be communicated through SeHAT portal or other means as determine by PERKESO at least thirty (30) days before modification, variation and amendment take effect. If after the expiration of the thirty (30) days and the Applicant does not make any objection to such modification, variation and amendment, it shall take effect.
- 30.2 PERKESO shall have the right whether or not to make any changes to the modification, variation and amendment based on the objection by the Applicant and the modification, variation and amendment shall take effect immediately with or without changes or any extension of time agreed by PERKESO.

## **31. NO AGENCY AND NO PARTNERSHIP**

The Applicant shall not hold itself out to be the principal or agent of PERKESO for any purpose and under no circumstances shall any action of the Applicant have authority to bind PERKESO. Nothing contained in this Agreement shall be construed as creating or be deemed to imply a Partnership between the Parties.

## **32. DISCLAIMER**

- 32.1 The Applicant hereby acknowledges and agrees that save for its obligations and responsibilities to make all reasonable efforts to provide and to ensure the continuity of the Services, PERKESO makes no representations or warranties, express or implied, as to the completeness, feasibility, reliability or

effectiveness of the Service, or that the Service shall be uninterrupted or error free, or that defects have been or will be corrected.

- 32.2 In no event shall PERKESO be liable to the Applicant or any other persons for any loss or damage including any loss of business opportunity, consequential, indirect, special or incidental damages arising out of or in connection with or by reason of the operation, provision or use of the Services and/or equipment provided by it or for any suspension, termination, failure, disruption, downtime, interruption, miscalculation, incorrect linkage, delay in activation or access, inaccuracy or the non-performance of the Services or for any loss of information or otherwise.
- 32.3 The Applicant shall be solely responsible, and PERKESO shall not be liable in any manner whatsoever, for ensuring that in using the Services all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.
- 32.4 PERKESO is not liable for any charges levied on the Applicant by its telecommunications carrier or by any network to which the Applicant gains access to the Service.

### 33. SUSPENSION OF THE APPLICANT AS PERKESO HSP PANEL CLINICS OR DOCTORS

- 33.1 Notwithstanding clauses 16, 17 or 18, PERKESO shall have the right at its sole discretion to suspend the Applicant as PERKESO HSP Panel Clinics or Doctors with immediate effect at any time without prior notice if in the opinion of PERKESO that the Applicant has breach any terms and conditions of this Agreement, which the period and the terms and conditions of the suspension shall be determine by PERKESO.

### 34. REVIEW OF THE APPLICANT AS PERKESO HSP PANEL CLINICS OR DOCTORS

- 34.1 Notwithstanding any provisions stated to the contrary herein, it is expressly agreed between the parties hereto that the performance of the Services of the Applicant or its PERKESO HSP Panel Clinics or Doctors shall be subjected to review by PERKESO on a yearly basis to ensure that the Applicant or its PERKESO HSP Panel Clinics or Doctors achieves to the satisfaction of PERKESO of the service level requirements as set out in **Schedule 4** and to be determined by PERKESO from time to time.
- 34.2 For the purpose of this clause, PERKESO shall have the right to suspend the Applicant as stipulated under clause 33 of this Agreement.

### 35. COPYRIGHT AND OWNERSHIP

The copyright and all other proprietary rights (hereinafter referred to as the "**Proprietary Rights**") whatsoever in SeHAT portal, software, application and other materials developed, provided and supplied by PERKESO pursuant to or under this Agreement for the use of the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center shall vest in and shall be the sole property of PERKESO, and the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center shall not breach or violate or infringe such Proprietary Rights.

### 36. COMPLIANCE OF THE EMPLOYEES' SOCIAL SECURITY ACT 1969

The Applicant shall comply with the Employees' Social Security Act 1969 by registering and contributing the contribution for all of its employees during the period of this Agreement and shall produce the employer's code number to PERKESO as evidence that the Applicant is registered and contributing to PERKESO.

#### SCHEDULE 1 PAYMENT FOR THE SERVICES

Bil.	Services	Amount
1.	Doctor's Fee Consultation (history taking, physical examination, procedure fees for investigation, medical advice)	RM60.00
2.	Basic Health Screening Profile – for All Members Full Blood Count, Fasting Glucose, Fasting Lipid Profile, Urine FEME, Microalbuminuria (ACR).	RM25.00
3.	Pap Smear – for females only (Conventional Slide Method)	RM10.00
4.	Mammogram investigation - for females only	RM110.00
	<b>Total</b>	<b>RM85.00 (male PERKESO active insured person) RM205.00 (female PERKESO active insured person)</b>

#### SCHEDULE 2 Process Flow of PERKESO HSP

1. Before screening process
- 1.1 Validate the Voucher by using a device to verify the key and lock security features and reconfirm by SeHAT portal.

- 1.2 Ensure the Voucher number corresponds with the identification card number and name of PERKESO active insured person.
  - 1.3 The verification of PERKESO active insured person is only through the identification card number and should it not be verifiable, it is considered failed verification and no screening is to be done.
  - 1.4 Alternatively verification can be done through a phone call to the PERKESO headquarters in Kuala Lumpur. [The telephone numbers are 03-42521258/4475/4476/03-42645089](tel:03-42521258/4475/4476/03-42645089)
2. During screening process
    - 2.1 PERKESO's active insured person must be examined by PERKESO HSP Panel Doctors.
    - 2.2 PERKESO HSP Panel Doctors shall conduct himself in the highest accepted medical ethical practices.
    - 2.3 PERKESO HSP Panel Doctors shall take a medical history, perform medical examination, relevant investigation and offer medical advice, as stipulated by PERKESO.
3. Afterscreeningprocess
    - 3.1 The specimen (blood, urine, and pap smears) must be sent along together with the appropriate forms to the laboratory or mammogram service center.
    - 3.2 A record book must be maintained according to Private Healthcare Facilities and Services Act 1998 for the investigation sent and kept in safe manner (name of PERKESO's active insured person, date of undergo PERKESO HSP and the Voucher number before the Voucher is return to PERKESO.
    - 3.3 The HSP Panel Clinic or Doctors will provide and forward a ticket (print screen) to the laboratory or mammogram service center to do investigation or test for PERKESO HSP.
    - 3.4 All the record and PERKESO HSP reports must be kept for the purpose of inspection and verification by PERKESO.
    - 3.5 Upon receiving the result, PERKESO HSP Panel Doctors shall inform the PERKESO active insured person and offer medical advice, and referral if necessary.
    - 3.6 PERKESO HSP Panel Doctor shall provide PERKESO HSP result to PERKESO active insured person.
    - 3.7 PERKESO HSP Panel Doctor shall transmit the information as required by PERKESO via SeHAT portal.
    - 3.8 The Applicant shall make payment for the services received from the laboratory or mammogram service center within fourteen (14) days of receiving payment from PERKESO.
    - 3.9 The payment to the Applicant, the PERKESO HSP Panel Clinics or Doctors or the laboratory or the mammogram service center shall base on charges stipulated by PERKESO.

**SCHEDULE 3  
THE VOUCHER**

**(PLEASE ATTACH sample of THE VOUCHER both side)**

**SCHEDULE 4  
SERVICE LEVEL REQUIREMENT**

1. PERKESO HSP Panel Doctor must key in all clinical medical examination result into SeHAT portal within seven (7) days after validation of the Voucher.
2. The Applicant or PERKESO HSP Panel Clinics or Doctors must ensure that the laboratory key in all the investigation result into SeHAT portal within fourteen (14) days of dispatch of the investigation sample from the PERKESO HSP Panel Clinics to the laboratory.
3. The Applicant or PERKESO HSP Panel Clinics or Doctors must ensure that the mammogram service center key in the mammogram result into SeHAT portal within fourteen (14) days of taking the mammogram.
4. The Applicant or PERKESO HSP Panel Clinics or Doctors must ensure all payments to the laboratory or mammogram service center be done within fourteen (14) days on receipt of payment from PERKESO for the Services rendered.

**SCHEDULE 5  
NON DISCLOSURE AGREEMENT**

- A. PERKESO and the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center agree to enter into this Agreement for the purpose of data security in relation to the data/information obtained in the course of the Services between the parties.
- B. In the course of the Services between PERKESO and the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center, the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center will have access to confidential and/or proprietary information of PERKESO.
- C. In order to protect such Confidential information, the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center agrees to PERKESO as follows :

1. Confidential Information as used in this Agreement means information relating to PERKESO including without limitation (i) pricing and costing information and general financial data, technical information and know-how, current and future product information, customer names and data, information relating to product plans, designs, developments, software configuration, processes and developments, forecasts, practices, methodologies, marketing, financial and business plans, documents, drawings, reports, inventions, samples (ii) any information marked "Confidential" or "Proprietary" or the equivalent at the time of disclosure and (iii) any information which can reasonably be regarded as confidential. Confidential Information may include information belonging to a third party such as customers or suppliers, or potential customers or suppliers, of PERKESO.
2. Confidential Information shall include all Confidential Information existing or conveyed or accessible to, used by or in possession of the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center prior to or subsequent to the date of this Agreement. For the avoidance of doubt, Confidential Information shall include all extracts, copies or reproductions in any media, not restricted to photocopies and recordings, or the conversion from any media to other media.
3. Except as otherwise agreed in writing, the obligations under this Agreement shall continue indefinitely.
4. The Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center shall receive and hold the Confidential Information in strictest confidence, and install and maintain sufficient processes, precautions and mechanisms for the security and confidentiality of the Confidential Information. Confidential Information shall not be disclosed to any person and may only be disclosed to the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center or its employees who are under non-disclosure obligations no less restrictive than in this Agreement, on a need-to-know basis. The Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center will advise its employees who receive Confidential Information of its confidential nature and shall ensure that each of its employees who have access to the Confidential Information shall execute an undertaking in the form as specified by PERKESO. The Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center shall cooperate with PERKESO in fully enforcing any obligations against its employees.
5. The Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center shall use the same degree of care but no less than a reasonable degree of care as the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center uses to protect its own proprietary or confidential information of a like nature.
6. No copies may be made of the Confidential Information without the prior written consent of PERKESO and in the event approval is given, all confidential or proprietary legends or markings on the original must be retained on the copies.
7. The confidentiality obligations in this Agreement shall not apply to any information which (a) is or becomes publicly available to the public through no fault of the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center; (b) is rightfully received by the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center from a third party without proprietary or confidential limitations; (c) is independently developed by the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center without use of the Confidential Information; or (d) was known to the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center before first receipt from PERKESO.
8. This Agreement will not apply to prevent the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center from disclosing Confidential Information to the extent required by law or regulations, provided the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center asserts the confidentiality of the Confidential Information to the body seeking disclosure and notifies PERKESO may contest the disclosure or seek a protective order.
9. PERKESO warrants that it has the right to disclose the Confidential Information. No other warranties are made and no responsibility or liability is or will be accepted by PERKESO in relation to the accuracy or completeness of the Confidential Information wherein Confidential Information is provided "as is". In no event shall PERKESO be liable for incidental, indirect, or consequential damages in relation to the Confidential Information.
10. Upon the written request of PERKESO, the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center shall return or destroy, at PERKESO's election, all documents or media containing Confidential Information including all copies and extracts and provide PERKESO with documentation attesting to that fact.
11. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of such provision on any other occasion, nor the waiver of any other provision, whether or not similar. No delay in the enforcement of any provision in this Agreement shall constitute a waiver of the right to enforce such provision in that or any other instance.
12. This Agreement does not create any agency or partnership relationship or exclusivity obligations.

13. This Agreement imposes no obligation on PERKESO to disclose Confidential Information and PERKESO has no obligation under this Agreement to continue any discussions, or to offer or purchase any product or service, or to take or refrain from taking any other action except as expressly set out in this Agreement. Nothing in this Agreement shall prevent PERKESO from pursuing similar discussions or transactions with third parties.
14. This Agreement does not confer on the Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center any intellectual property rights to or over the Confidential Information.
15. The Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center acknowledges that damage for improper disclosure of Confidential Information may be irreparable; therefore PERKESO is entitled to seek equitable relief, including injunction and preliminary injunction in addition to all other remedies.
16. The Applicant or PERKESO HSP Panel Clinics or Doctors or its personnel or the laboratory or mammogram service center shall comply to the Security Policy of ICT PERKESO ("Dasar Keselamatan ICT PERKESO") (DKICT PERKESO).
17. This Agreement is the full understanding of the Parties relative to the protection of Proprietary Information and supersedes all other understandings with respect thereto.
18. The Parties hereby subscribe, acknowledge and adhere that the provisions of the Official Secrets Act 1972 (Act 88) and the Personal Data Protection Act 2010 (Act 709) shall be applicable to this Agreement.
19. This Agreement is made under and shall be construed according to the laws of Malaysia.

**I of full age under the laws of Malaysia and of sound mind has read and understand the above terms and agreed to be legally bound of the above terms.**

**AGREE**

**DISAGREE**