

1. GENERAL INFORMATION

1.1. About Gather Care

- 1.1.1. Gather Care (also known as “**Project GC**”), previously known as Life Engineering, is an initiative aimed at mobilising crowd effort to create positive social impact in the well-being and quality of life. Project GC delivers online based crowd caring and sharing programs that serve as a trusted platform to connect individuals passionate about improving the way the community (“**GC Community**”) by sharing each other’s burden and caring about each other’s well being particularly in the area of health care.
- 1.1.2. Gather Care Sdn Bhd (“**Administrator**”) is an entity founded to accomplish Project GC and will be the administrator of the programs launched under Project GC. Currently Gather Care medical program is the only program that has been launched under Project GC. Various programs are in the pipeline and will be launched and made available to the GC Community in due course.
- 1.1.3. The Administrator has appointed a legal firm as an independent trustee namely, Ong And Manecksha, Advocates & Solicitors (“**Appointed Trustee**”) to manage the funds contributed by the Sharers.
- 1.1.4. The Administrator has also established a strategic partnership with an established professional medical Third-Party Administrator (“**TPA**”), Eximius Medical Administration Solutions Sdn Bhd (EMAS) to administer the entire hospitalisation and claim process for the Program.

1.2. What is this Program

- 1.2.1. Based on a share economy approach, Gather Care medical program is a health care cost crowd sharing program where a group of like-minded individuals (“**Sharer**”) voluntarily come together to share each other’s health care and medical expenses (“**Medical Expenses**”) in a mutually beneficial way.
- 1.2.2. This Program is based on the beliefs in mutual aid, community assistance, and shared responsibility. Sharer comes together to share each other’s Medical Expenses not only as matter of convenience or cost savings, but because they are driven by conscience to support, care and help each other during times of crises. The concept of shared responsibility also encourages Sharers to live a healthy lifestyle and make responsible choices with regards to health. The ultimate aim of Program is for everyone in the GC Community to have access to medical assistance when needed.

1.3. How is this Program works?

With health insurance, the insurer agrees to pay a person's Medical Expenses with its own funds in return of that person paying the insurer a fixed premium monthly. Whereas in this Program, Sharers voluntarily commit to contribute their monies ("**Crowd Share**") into a share pool ("**Share Pool**") to share the Medical Expenses of any Sharer who is in need of medical treatment ("**Treatment**"). The Administrator coordinates the Crowd Share to meet the eligible Medical Expenses monthly or any other suitable time intervals according to the Program's rules and regulation ("**Program Guideline**"). It is important to note that the Share Pool does not belong to the Administrator. It is held and managed by the Appointed Trustee who will administer the disbursement to the TPA as reimbursement. The sharing process is summarised as follows:

- 1.3.1. When a Sharer joins the Program, each Sharer will put aside a Sharing Deposit ("**Sharing Deposit**") presently set at RM100 as his or her future contribution to their Share and to facilitate the Crowd Share. This is done via agreed payment method, e.g. by debiting from his credit card/debit card.
- 1.3.2. The Sharing Deposit will be placed into a trust account ("**Trust Account**") established solely for this medical cost sharing purpose to meet Sharers' Actual Crowd Share Amount and it is managed by the Appointed Trustee. For Shariah compliance, the Sharing Deposit shall be placed under an Islamic Banking account.
- 1.3.3. By submitting the Sharing Deposit, Sharer shall be deemed to have consented to the Administrator utilising the amount to share Eligible Medical Expenses according to the Program Guideline.
- 1.3.4. Each new Sharer shall observe two type of periods of 60 days & 180 days ("**Waiting Period**") from date of joining (upon payment of items mentioned in Section 1.3.1 and Annual Participation Fee) whereby he cannot seek medical help from the Panel Hospital ("**Panel Hospital**") under the Program except accidental injury. He is required to start contributing to the Actual Crowd Share Amount during this Period when there is a necessary Crowd Share case.
- 1.3.5. The Waiting Period is set up to ensure we have the right and better community in the long run. During the Waiting Period, each Sharer can seek emergency medical help due to personal accident injury and request for sharing of his medical costs up to a sum not more than RM20,000 in total during the Waiting Period. Upon expiry of the 60 days Waiting Period, the Sharer can begin to seek medical help from the Panel Hospital under the Program except the cases fall under Specific Illnesses in Section 5.5
- 1.3.6. During the 180 days Waiting Period, Sharer cannot seek for any medical treatment caused from Specific Illnesses. Upon expiry of the 180 days Waiting

Period, Sharer can receive almost all type of medical help treatment except of those non-eligible medical expenses in Section 5.3

- 1.3.7. Sharer required to presents our TPA identification and our TPA admission card from Gather Care user portal profile to the panel hospital for pre-authorization on the proposed treatment.
- 1.3.8. In the case of life-threatening emergency hospital admission, Sharer can contact TPA directly at 03-4041 3627 (24 hours hotline) and obtain admission to one of the panel hospital immediately.
- 1.3.9. In the case of non-emergency hospital admission, Sharer would make the admission request via panel hospital admission. Panel hospital admission will seek approval from TPA and make admission appointment upon permission is obtained.
- 1.3.10. Sharer will be notified after such admission application is accepted by TPA.
- 1.3.11. Once approved, TPA will issue "Guarantee Letter" and "Top-Up Guarantee Letter", if necessary.
- 1.3.12. Prior to discharge, the Panel Hospital sends the bill of the Medical Expenses directly to the TPA.
- 1.3.13. The TPA receives and processes the Medical Expenses for sharing eligibility and discount.
- 1.3.14. When a Sharer is discharged, a Final Guarantee Letter ("**Final Guarantee Letter**") shall be issued by TPA on Project GC's behalf to the Provider.
- 1.3.15. The total amount of all Final Guarantee Letter as of the monthly cut-off date (24th of month) shall be collated and Crowd Shared among the total eligible Sharers as at the monthly cut-off date. An actual Crowd Share amount per Sharer is determined through the calculation stipulated in Section 4.1.2
- 1.3.16. The Appointed Trustee shall be notified on the total amount committed. The Actual Crowd Share Amount is deducted from the Minimum Commitment Sum for each Sharer. If the balance of the Minimum Commitment Sum is less than or equal to RM50, the Sharer's debit/credit card shall be debited with necessary amount to bring the Minimum Commitment Sum to RM100.
- 1.3.17. The Administrator shall only present to the Appointed Trustee all invoices from hospitals paid by the Administrator for reimbursement. After which the Appointed Trustee shall paid accordingly to the TPA.

1.4. This Program is an alternative to Health Insurance

This Program is not a health insurance but an alternative healthcare option that is simple, affordable, and entirely funded by Sharers themselves. It is the most efficient and creative solution to the problems of escalating healthcare and medical costs and expensive health insurance policies. Through the extensive use of technology, this Program also offers a simple and instant access to healthcare as compared to the tedious process of obtaining a traditional health insurance policy that is complex and restrictive. The following are several reasons how the Monthly Crowd Share Limit is kept low in this Program:

1.4.1. It is a profit controlled oriented program

The Administrator does not make money out of Sharers' Crowd Share on the medical expenses. All Sharers Crowd Share the actual amount of eligible approved medical expenses from TPA. This program ensure that no premium or other payment will be collected and gained from Sharers. Sharers only required to contribute only to the sharing of eligible medical expenses and the Annual Participation Fee.

1.4.2. The administrative cost of this program

Administrator collects RM360 Annual Participation Fee from whoever joined Project GC. The fee collected is used to defray the expenses particularly in engaging the service of TPA, Appointed Trustee, marketing promotional method and operating costs of this program. Whoever Sharer joined the program under promotional campaign shall pay the Annual Participation Fee say from the campaign offer.

1.4.3. Sharers share in actual Medical Expenses not projections

This Program is not an insurance business and is not run by an insurance company. This Program or the Administrator does not try to predict mathematically the expected Medical Expenses of the Sharers. The Sharers share only the actual Medical Expenses incurred not the projected figures. Ultimately, the more Sharers this Program has, the lower the amount of Share will be.

1.4.4. Lifetime crowd sharing and benefits

Once a Sharer joins in, he will be in GC community for so long as the Sharer wishes to remain as a "Active" Sharer for the rest of his lifetime and enjoy the benefits of this Program.

1.4.5. Sharers are committed to live healthy life

Because this Program emphasizes on the concept of shared responsibility, Sharers are encouraged to reduce the shared financial burden of the group. This creates an incentive for Sharers to make responsible and cost-effective choices in health care and to live a healthy lifestyle. A health and cost-

conscious community will tend to have fewer medical incidents and better quality of health which lead to lower health care costs.

1.4.6. Sharers are committed to be honest about their declaration

Sharers are required to make a list of declarations about their health condition and lifestyle as well as fully understand the core principles of the Program in the Program Guideline. False declaration will result in immediate disqualification. This is to ensure that all Sharers share the same spirit of connecting individuals passionate about improving the way the community live by sharing each other's burden and caring about each others' well being particularly in the area of health care.

Sharer also authorise Gather Care to have full access to retrieve all medical reports and relevant tests and documents if Sharer has prior medical claims before joining this Program.

1.4.7. Hospital Admission and Medical Treatment are examined upfront and effectively managed for the best possible outcome

The Administrator has also established a strategic partnership with an established and experienced third party TPA to administer the entire hospitalisation and claim process for the program. This is to ensure Medical Expenses are managed effectively and sharers get the best possible outcome in this Program. Constant education on managing one's health and medical cost will also be provided.

1.4.8. Contribution and sponsors from third parties including advertisement and other auxiliary revenues generated from this Program

It is the objective of this Program to further lower each Sharer's financial commitment by engaging advertisers to advertise on the platform. The right advertisers shall be engaged and to provide further information on suitable products and services to the GC Community. Part of the revenue (up from 5% to 30% of net profit) generated from the advertisement shall be used to further lower the Actual Crowd Share Amount of each Sharer. It is our vision to reach ZERO Actual Crowd Share Amount in some foreseeable future.

1.5. Disclaimer

1.5.1. This Program is administered on behalf of Sharers by the Administrator as a platform for Sharers to share their healthcare and medical burden in accordance with the Program Guideline. Neither the Administrator nor the Sharers guarantee or promise that the Eligible Medical Expenses will be shared by the Sharers of this Program.

1.5.2. The financial assistance a Sharer receives under this Program does not come from the Administrator's own funds but will come from other Sharers' monthly

sharing contributions that are placed in a trustee account. Whether other Sharers choose to assist a Sharer with his or her medical expenses will be totally voluntary (not guaranteed in any way), as no other Sharers or the Administrator will be compelled by law to make such sharing contribution. However, a Sharer's failure to share will result in Sharer's disqualified from the program.

- 1.5.3. Whether a Sharer's medical expenses are shared by other Sharers or whether a Sharer receives any payment for medical expenses or whether or not this Program continues to operate, a Sharer will always remain personally liable at all times for any and all of his or her unpaid medical expenses.
- 1.5.4. This Program is not, and should never be construed as, a contract for insurance nor is it offered through an insurance company. This Program is also not a substitute for insurance policy required under any legislation. There is no transfer of risk for any purpose from a Sharer to the Administrator or from a Sharer to other Sharers; nor is there a contract of indemnity or guarantee between the Administrator and any Sharers or amongst the Sharers themselves. Neither the Administrator nor Sharers are considered as an insurer under Malaysian law. This Program is not subject to the insurance regulatory requirements or consumer protections of the country.
- 1.5.5. The Administrator encourages Sharers to consult a health insurance professional to further explain the difference between regulated health insurance and crowd sharing program such as this Program.

2. GATHER CARE APPLICANT

Gather Care Applicant (GC Applicant) is an initial step to open a “opening account” allowed people who are interested can participate the benefits of Project GC. GC Applicants can have full access to Gather Care system but without participate in the crowd sharing program, which mean do not share the medical cost nor seek help to share their medical cost. However, they can add Sharer into their account to participate and pay for the Sharer. The Sharer can be himself or his family.

2.1. GC Applicant Qualifications

To qualify as a GC Applicant, a person must meet all the following requirements.

2.1.1. Entry Age Eligibility

The GC Applicant must be at least 18 years of age and above. To this Program Guideline, age is defined as “age of last birthday” i.e. a person’s age at a particular time with addition of 1 year. For examples:

If a person whose birthday falls on 12.03.1983, his age would be 34 from the date 01.01.2018 to 11.03.2018 but would be 35 after 12.03.2018.

2.1.2. Open to all

This category is available to any individual Malaysian of any race and ethnicity who are residing in Malaysia.

2.1.3. Health Status

No health requirement needed.

2.2. Signing up as a GC Applicant

A person may sign up for the program via referral link. The referral link format will be at [www.gathercare.com/referral=\[phone number\]&uplineType=applicant](http://www.gathercare.com/referral=[phone number]&uplineType=applicant). The referral link can be get from Gather Care management team or assigned promotional team. A working SIM card with a phone number and internet connection or data plan attached to the mobile device is required prior to the sign up. During the sign-up process, such person is required to create a profile by providing the following:

- A valid mobile number (a verification code will be sent via SMS)
- Full name
- Generate password
- Agreed the Terms and Conditions

After completed sign up process, GC Applicant required to log in again.

2.3. GC Applicant Rights

- 2.3.1. have rights to log in and view the breakdown or history of total amount of GC community and medical cases;

- 2.3.2. will receive considerate and courteous service from all employees and representatives of the Administrator;
- 2.3.3. will receive accurate information regarding this Program from the Administrator;
- 2.3.4. may make recommendations or provide feedbacks regarding this Program Guideline to the Administrator for its consideration;
- 2.3.5. to enable location on the system to view the list of Panel hospitals;
- 2.3.6. can add Sharer under his account and pay for the Sharer to entitle the benefits of Project GC. The Sharer can be himself or his family who is below 18 years old.

2.4. Non-Eligibility of GC Applicant

- 2.4.1. GC Applicant cannot submit medical claims and get involved in Crowd Share, except he is a Sharer.

3. SHARER

3.1. Sharing Participant

A person participates in this Program as a Sharing Participant. Sharing Participants are those Sharers who contribute at least the Actual Crowd Share Amount to share in another Sharer's Medical Expenses monthly. A Sharing Participant may, in return of their contribution, submit his Medical Expenses for sharing among other Sharers in accordance with this Program Guideline. To become a Sharer, a person is required to sign up as GC Applicant and choose to add himself as a Sharer.

3.2. Sharer Qualifications

To qualify and remain as a Sharer, a person must meet all the following requirements:

3.2.1. Entry Age Eligibility

This Program is available to individual aged between 6 years and 40 years. The Administrator may from time to time expand the age limit of this Program to include those aged below 6 or above 40 years subject to the different ratio of Monthly Crowd Share Limit that reflects their respective health risk due to age. Once a person is joined as a Sharer, he shall remain as a Sharer even after the age of 40 years.

A person below the age of 18 ("**Minor Sharer**") shall only be eligible to participate in this Program with the consent of at least one of his parents, siblings (who is above age of 18) or legal guardian ("**Guardian**"). They required a GC Applicant to add them as Sharer. They are not allowed to sign up as GC Applicant.

3.2.2. Open to All

This Program is available to any individual Malaysian of any race and ethnicity who are residing in Malaysia. However, only Medical Expenses incurred in Malaysia and provided by or under the direction of a Panel Hospital are eligible for sharing under this Program. Please see the Official Website or the system for the latest List of Panel Hospitals.

3.2.3. Health Status

A person's health status may have effect on his eligibility to join this Program. A person is required to disclose any Pre-Existing Condition to the Administrator during the signing up process. Failure to fully disclose information pertaining to his Pre-existing Condition at the time of signing up is a material violation of the shared trust between the Sharers and may subject the Sharers to disqualification from this Program under Section 3.6. The Administrator reserves the right to reject any person from signing up with this Program due to his Pre-existing Condition. There are also limitations on the sharing of Medical Expenses for Pre-Existing Condition. Please refer to Section 5.6 for further details on Pre-Existing Condition and its sharing limitation.

3.2.4. Sharer Signing Up

Sharer can only sign up by Applicant via the system.

During the sign-up process, such person is required to complete the following procedure:

- Fill in Sharer details
- Provide Emergency contact details
- Agree the terms and conditions
- Answer health screening questions
- Proceed payment

The person is confirming that he is healthy and does not suffer from any Pre Existing Medical Condition; has read, understood and agreed to the Program Guideline, the Terms of Use, Legal Disclaimer and the Privacy Policy; and also authorising the Administrator to automatically debit necessary amount that may be required to maintain the Sharing Deposit of RM100 with the Appointed Trustee at any point in time and the total Annual Participation Fee of RM360 from credit card/debit card according to the Program Guideline.

3.2.5. Sharer Cost during Sign Up

A total of RM360 Annual Participation Fee and RM100 Sharing Deposit will be collected and the breakdown details as below:

- RM160 Annual Participation Fee + RM100 Sharing Deposit + RM2.99 Payment gateway charges = RM262.99 (Initial payment)
- Balance RM200 Annual Participation Fee after 30 days of initial sign up cost paid. RM200 is second payment.

3.2.6. Annual Participation Renewal Fee

To maintain the active of Sharer, Sharer required to ensure the payment of Annual Participation Renewal Fee. The renewal fee will be recurring at after 365 days of the initial payment and second payment. If a Sharer joined on 5th January 2021, his renewal fee will be breakdown as details below:

- RM180 recurred on 5th January 2022 (After 365 days of initial payment)
- RM180 recurred on 4th February 2022 (After 365 days of second payment)

Total of RM360 renewal fee is collected completely on 4th February 2022.

3.3. Sharer Continued Obligations

If a Sharer wishes to remain as a Sharer and enjoy the benefits of this Program, a Sharer shall have the continued responsibilities to:

- 3.3.1. read, understand, agree to, and abide by this Program Guideline as amended, supplemented or substituted from time to time;
- 3.3.2. regularly check for and review all amendments of and information relating to the Program Guideline that may be notified by the Administrator from time to time;
- 3.3.3. pay the Annual Participation Fee or such other dues as may be imposed by the Administrator and pledge the Monthly Crowd Share Limit and contribute the Actual Crowd Share Amount in accordance with this Program Guideline. Please refer to Section 4.1 for further details on the Share
- 3.3.4. provide all pertinent information and documents truly, completely, and accurately to the Administrator when requested;
- 3.3.5. notify the Administrator immediately if at any time a Sharer becomes aware that he no longer meets all the Program's requirements under Section 3.2;
- 3.3.6. act with integrity and avoid the appearance of abuse, fraud and dishonesty towards other Sharers and the Administrator particularly when submitting his Medical Expenses for sharing;
- 3.3.7. express his opinions, concerns or complaints constructively and with basis to the appropriate person and resolve any Dispute according to such method as outlined in Section 6.3; and
- 3.3.8. treat other Sharers or the employees of the Administrator courteously.

For the general benefit of all Sharers and to reduce the total of Eligible Medical Expenses shared in this Program, each Sharer is duty bound to:

- 3.3.9. live a healthy lifestyle e.g. eating properly, exercising, and eliminating harmful habits, stressors and risk factors within his control;
- 3.3.10. seek medical advice when appropriate, take the necessary steps to understand the medical advice he receives and any diagnosis he is given, and obtain needed medical treatment in a timely manner;
- 3.3.11. take personal charge of his medical care, and make responsible, informed and knowledgeable health care choices;
- 3.3.12. inquire about costs prior to obtaining medical care when possible and make cost efficient choices;
- 3.3.13. not abuse any legal or prescribed substance, abstain totally from illegal drugs, and limit consumption of alcohol and cigarette to moderate amounts; and

- 3.3.14. authorise the Program to have full access to all medical records if the Sharer is found to have prior claim experience with other organisations.

The Administrator has the right to terminate the Sharer's participation if the Sharer is found to have failed to discharge his duties.

3.4. Sharer Rights

Under this program, a Sharer is entitled to:

- 3.4.1. receive considerate and courteous service from all employees and representatives of the Administrator;
- 3.4.2. receive accurate information regarding this Program from the Administrator;
- 3.4.3. have all medical records and personal information handled in a confidential manner and in compliance with the Privacy Policy;
- 3.4.4. have his Medical Expenses processed and reviewed accurately by the TPA and the Administrator for sharing in accordance with this Program Guideline;
- 3.4.5. file a Dispute (as defined hereinafter) in accordance with this Program Guideline when he has one without fear of prejudice or reprisal and express a concern or file an appeal in accordance with this Program Guideline about the decision made concerning his Dispute; and
- 3.4.6. make recommendations or provide feedbacks regarding this Program Guideline to the Administrator for its consideration

3.5. Withdrawal from Program

A sharer can voluntarily withdraw from the program by selecting the "Withdrawal" button in the system. Once click withdrawal, a SMS verification code will send to Applicant, inset the code to complete the withdrawal process. After completed the withdrawal, Sharer status will maintain "Active" for coming 26 days. After 26 days, Sharer will move to refund process to refund the balance of Sharing Deposit. However, within 26 days, Sharer shall be responsible for the Actual Crowd Share Amount for the period if there is Crowd Share Case and Sharer.

3.6. Disqualification from Program

3.6.1. Suspended from Program

In term of failure payment on the Top up of Sharing Deposit or payment for Annual Participation Fee, Sharer will be suspended. Suspended period is said 26 days period, if Sharer proceed the payment in the period, Sharer's status will be reverted to Active immediately. If Sharer do not proceed the payment

after 26 days, Sharer will move to refund process to refund the balance of Sharing Deposit. However, within 26 days, Sharer shall be responsible for the Actual Crowd Share Amount for the period if there is Crowd Share Case and Sharer do not entitle the benefits of Project GC.

3.6.2. Blacklist from Program

If a Sharer is found to have intentionally hidden his previous medical history or material information about his health, this will be considered as abuse or fraud to GC community. The Administrator reserves the absolute right to blacklist such Sharer from participating in this Program.

If the Sharer was blacklist, Sharer will move to refund process to refund the balance of Sharing Deposit.

3.7. Refund Policy

If there is any refund of the balance unutilised portion of the Sharing Deposit decided by the Administrator, the Administrator will take up to 60 days to process for refund to Sharer. Please be note that the Annual Participation Fee is not allowed to refund in no matter whatever reason, except of duplicate charges from system. If duplicate charges such as Annual Participation Fee and Sharing Deposit Top up, Administrator will take up to 30 days to process for refund to Sharer.

3.8. Reinstatement as Sharer

A Sharer who has previously withdrawn/suspended/blacklist from program, after the refund of the balance of Sharing Deposit, Sharer account will be terminated. If a Sharer wanted to re-join the program, Sharer can sign up again from the system, but the Sharer previous accumulated benefits will be reset. The re-join is subject to the approval of Administrator.

4. SHARE AND OTHER FEES

4.1. Monthly Crowd Share Limit and Actual Crowd Share Amount

4.1.1. Monthly Crowd Share Limit

- 4.1.1.1. Upon signing up, a Sharer is committed to a Monthly Crowd Share Limit of RM50 or any lower amount published at the Official Website and notified by Gather Care.
- 4.1.1.2. Presently, Monthly Cut-Off Date is set on the 24th day of each calendar month. Every 24th day of month, Administrator will publish the Crowd Share Case on website, system, and social media. Hence, each month is defined as from 24th of the month to the 25th of the following month.
- 4.1.1.3. Gather Care reserves the right to vary the Monthly Crowd Share Limit from time to time.

4.1.2. Actual Crowd Share Amount

- 4.1.2.1. Actual Crowd Share Amount is the actual Crowd Share payment commitment by Sharer for a specific month and shall be determined by total amount of Medical Bills paid upon the Monthly Cut-Off Date and to be shared among the Sharers.
- 4.1.2.2. Project GC reserves the right to apply a multiplication factor to the Actual Crowd Share Amount for Sharer's with certain risk profile:
 - Smokers contribute 1.2 times the Actual Crowd Share Amount.
- 4.1.2.3. Actual Crowd Share Amount shall be collected weekly or at a frequency deemed appropriate by the Administrator. However, the total Actual Crowd Share Amount collected shall not exceed the Monthly Crowd Share Limit as depicted below:

Illustration 1:

Monthly Crowd Share Limit of RM50

Total Medical Bills Eligible for Crowd Sharing: RM40,000

Number of Active Sharers: 1,000

Actual Crowd Share Amount per Active Sharer: RM40

In the above illustration, each Active Sharing Deposit shall be deducted by Actual Crowd Share Amount of RM40 and is less than the Monthly Crowd Share Limit of RM50.

- 4.1.2.4. In the event where the total Actual Crowd Share Amount is more than the Monthly Crowd Share Limit of RM50, the Actual Crowd Share Amount shall be capped at RM50 and the balance unshared amount of RM10,000 shall be carried forward to next month as depicted below:

Illustration 2:

Monthly Crowd Share Limit of RM50

Total Medical Bills Eligible for Crowd Sharing: RM60,000

Number of Active Sharers: 1,000

Actual Crowd Share Amount per Active Sharer: RM50

Amount unshared: $RM60,000 - RM50,000 = RM10,000$

RM10,000 will carried forward to next month.

4.2. Annual Participation Fee

A total Annual Participation Fee of RM360 shall be payable and collected from each Sharer upon signing up

The fee collected is used to defray the expenses particularly in engaging the service of TPA, Appointed Trustee, marketing promotional method and operating costs of this program.

Gather Care may from time to time vary the Annual Participation Fee and/or impose additional charges, as and when it deemed fit and appropriate.

4.3. Sharing Deposit

During sign up and at all time, Sharer is required to place and maintain Sharing Deposit. If anyone Sharing Deposit is lower than the Monthly Crowd Share Limit (RM50.00), the Sharer's credit card/debit card shall be debited with an amount required to bring the balance to the Sharing Deposit to RM100.

4.4. Transaction Fee and Taxes

Each Sharer is required to bear any fees incurred for the crowd sharing contributions including payment gateway charges and any applicable taxes at the prevailing rates as may be prescribed by the Government of Malaysia such as Service Tax. Project GC will absorb the transaction fee and Service Tax arising from the collection of Annual Participation Fee, if any.

4.5. Incentive and Rewards for Sharer

For the purpose of encouraging participation in this Program and the living of a healthy lifestyle, the Administrator may at its own discretion provide incentive and reward based as motivation to a Sharer in a form of reduced or exempted Actual Crowd Share Amount

or Annual Participation Fee or such other form as may be deemed appropriate by the Administrator from time to time.

5. SHARER BENEFITS AND MEDICAL EXPENSES

5.1. Sharer Schedule Benefits

Medical Expenses are Reasonable and Customary Charges incurred by a Sharer while hospitalised as an Inpatient (“**Hospitalisation**”) for Medical Necessary Treatments of his Sickness provided by or under the direction of a Panel Hospital.

We are not an insurance scheme. The Program’s objective is to help the Sharers to address their medical costs through facilitating crowd sharing among themselves.

Hence, at initial launch, we are fairly open in terms of types and amount of medical bills submitted for crowd sharing to keep the process simple. As an Administrator, we, nevertheless and in the best interest of the Project GC community, reserve our rights to vary the amount of items Crowd Shared as we deem fit. Our decision shall be final.

The Administrator has also established a strategic partnership with an established third party Professional Medical Auditor to administer the entire hospitalisation and claim process for the program.

5.1.1. Hospitalization Medical Expenses Annual Sharing Limit

Initial limit on the Medical Expenses eligible for sharing is RM1,000,000. This limit will be renewed every 12 months with an increase of RM200,000. No lifetime limit in this program.

5.1.2. Bereavement Payment

In the event a Sharer dies due to whatever reasons, a bereavement payment sum of an initial limit of RM5,000 is to be provided for the Sharer’s beneficiaries. This amount is part of the Expenses eligible for Crowd Share. The initial limit shall increase by RM1,000 at the end of each subsequent twelve (12) months of joining as a Sharer. The Bereavement Payment limit shall reset to the initial limit of RM5,000 if a Sharer withdraws and re-joins later.

For bereavement payment, Sharer’s next of kin must inform Project GC, provide the death certificate of the deceased Sharer as well as complete necessary forms. Project GC will only pay the bereavement payment upon being satisfied with the identity or legal standing of the beneficiaries.

5.1.3. Accidental Injury Medical Expenses Sharing Limit

Sharer may seek emergency medical help due to personal accident injury. Project GC allowed a maximum of RM20,000 sharing limit for any approved accidental injury case. This sharing eligibility is no Waiting Period required. Upon expiry of 60 days of initial payment, this benefit will upgrade and become Hospitalization Medical Expenses Annual Sharing Limit as Section 5.1.1.

5.1.4. Out-Patient Cancer Treatment

Chemotherapy and Electrotherapy eligible for sharing is RM100,000 which is excluded from the limit of Rm1,000,000 of Hospitalization Medical Expenses Annual Sharing Limit whereby it is an outpatient treatment.

5.2. Eligible Hospitalization Medical Expenses for Sharing**5.2.1. Hospital Room and Board**

Medical Expenses for hospital room accommodation and meals during Hospitalisation, subject to a maximum of RM150.00 per day not exceeding the maximum of 120 days for each Sharing Year. By default a four-bed room shall be chosen and subject to the cap of RM150 per night. Sharer shall pay the balance above RM150. Sharer shall not be allowed to choose better room type than a four-bed one unless they are fully occupied or not available.

5.2.2. Intensive Care Unit

Medical Expenses for actual room and board incurred in the Intensive Care Unit of the Hospital.

5.2.3. Ambulance Fees

Medical Expenses for ambulance services (inclusive of attendant) to and/or from the Hospital for up to RM250.

5.2.4. Hospital Supplies and Services

Medical Expenses for:

- (i) general nursing;
- (ii) (ii) prescribed and consumed drugs and medicines;
- (iii) dressings, splints, plaster casts;
- (iv) x-ray;
- (v) laboratory examinations;
- (vi) electrocardiograms;
- (vii) physiotherapy;
- (viii) intravenous injections and solutions;
- (ix) administration of blood and blood plasma and including the cost of blood and plasma.

5.2.5. Surgical Fees

Medical Expenses for surgery performed by a Specialist.

5.2.6. Operating Theatre Fees

Medical Expenses for the use of the operating room and equipment incidental to the surgical procedure.

5.2.7. Anaesthetist Fees

Medical Expenses for the administration of anaesthesia by an anaesthetist.

5.2.8. In-Hospital Doctor Visit

Medical Expenses for Doctor's visit to an Inpatient subject to a maximum of 2 visits per day not exceeding the maximum of 240 visits per Sharing Year. Day Care and Day Surgery is subject to a maximum of 1 visit per day.

5.2.9. Day Care and Day Surgery

As charged.

5.2.10. Second Surgical Opinion

Once, as charged for advice received 60 days preceding to confinement/admission.

5.2.11. Malaysian Goods and Services Tax

The prevailing Malaysian Goods and Services Tax as charged on the Medical Expenses set out in Section 4.4.

5.3. Non-Eligible Hospitalization Medical Expenses for Sharing**5.3.1. Pre-Hospital Diagnostic Test****5.3.2. Pre-Hospital Specialist Consultation****5.3.3. Post-hospitalisation Treatment****5.3.4. Organ Transplant****5.3.5. Outpatient Kidney Dialysis Treatment**

5.3.6. Abortion. Treatments in connection with an abortion unless the physical life of the mother is endangered by the continued pregnancy and that treatment via a cesarean Section has been determined by a neonatologist to be inadvisable.

5.3.7. Air Travel. Treatments for Disability sustained during air travel except as a fare paying passenger on a recognized airline operating on scheduled air routes and air travel by any chartered aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports.

5.3.8. Alcohol/Drugs. Treatments for a Disability which occurred as a result of that Sharer's abuse and/or use of alcohol or drugs/pharmaceuticals, including drug and/or alcohol rehabilitation treatment.

- 5.3.9. Alternative Treatments.** Acupuncture, acupressure, aromatherapy, bone setting, chiropractic, herbalist treatment, hyperbaric oxygen therapy, massage, osteopathy, reflexology and other alternative treatment.
- 5.3.10. Circumcision.** Any circumcision.
- 5.3.11. Cosmetic Surgery.** Cosmetic or plastic surgery including, but not limited to, breast augmentation or reduction (exceptions for breast reconstruction after breast cancer for the affected breast and the non-affected breast if recommended for purposes of symmetry), double eyelids, acne, keloids etc.
- 5.3.12. Complication of Non-Eligible Treatment.** Treatments required as a result of complications from a Treatment or a Disability not eligible for sharing.
- 5.3.13. Congenital or Hereditary Disease.** Treatments for congenital or hereditary diseases, deformities and disabilities e.g. childhood hernias, clubfoot, VSD, ASD, Thalassemia etc.
- 5.3.14. Custodia Care.** Treatments provided mainly as a rest cure, maintenance, custodial and recuperative care or other care that does not treat a Disability e.g. private nursing or house calls by Doctors etc.
- 5.3.15. Dental.** Dental Treatments, including periodontics, orthodontics, temporomandibular joint disorder (TMJ) or orthognathic surgery, Hospital charges for dental work done under general anaesthesiology except necessitated by Injury to sound natural teeth.
- 5.3.16. Durable Medical Equipment.** Medical Expenses arising from the purchase, rental or replacement of durable or reusable equipment or devices, including, but not limited to, prosthetics, artificial limbs, orthotics, hearing aids, tubing, aero chambers, masks, exercise equipment, locomotion equipment (bed, wheelchair, walking aid etc.) and their associated expenses.
- 5.3.17. Emergency Room Charges when not an Emergency.** When Treatment at an emergency room is not judged to be an emergency by normal standards of medical care and when less costly treatment was available by taking reasonable measures to seek such care.
- 5.3.18. Exercise Programs.** Exercise programs as Treatment of any Disability except for Doctor supervised cardiac rehabilitation and or Inpatient physical therapy.
- 5.3.19. Experimental, Investigational, Unproven or Unapproved Treatments.** Treatments that are experimental, investigational or unproven, or that has not according to accepted professional standards or that is illegal under Malaysian law.

- 5.3.20. Eye Care.** Eye exercise therapy, radial keratotomy or other eye surgery to correct near-sightedness, far-sightedness or visual acuity. Also, routine eye examinations, including refractions, lenses corrective glasses for the eyes and examinations for their fitting.
- 5.3.21. Gross Negligent Acts.** Treatments for a Disability as to which the Sharer has acted with gross negligence or with reckless disregard to safety, as evidenced by medical records and as determined by the Administrator in its absolute discretion.
- 5.3.22. Hair Loss.** Treatments for hair loss, hair transplants or any drug that promises hair growth, whether or not prescribed by a Doctor.
- 5.3.23. Hearing Aids and Exams.** Charges for services or supplies in connection with routine hearing exams, hearing aids, or exams for their fitting.
- 5.3.24. Hazardous Hobbies.** Treatments of a Disability that results from engaging in a hazardous hobby. A hobby is hazardous if it is an activity which is characterized by a constant or recurring threat of danger or risk of bodily harm. Examples of hazardous hobbies include, but are not limited to, rock/cliff climbing, spelunking, skydiving, or bungee jumping.
- 5.3.25. Illegal Acts.** Treatments received as a result of a Disability caused by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behaviour; including but not limited to illegal drug activity, crimes against persons, crimes against property and gun offenses, while sane or insane.
- 5.3.26. Impotence.** Treatments for impotence.
- 5.3.27. Infertility.** Diagnostic, surgical repair, non-surgical repair, surgical impregnation and prescription drugs for the treatment of infertility.
- 5.3.28. Mental Health Treatments.** Psychiatric or psychological counselling, mental or nervous disability, learning disability, bereavement counselling, biofeedback therapy, psychological testing, treatment, medication and hospitalisation.
- 5.3.29. Miscellaneous Treatments.** Treatments for sleep and snoring disorders, hyperhidrosis treatment, hormone replacement therapy, stem cell therapy and treatment for symptoms not related to a specifically diagnosable Disability, such as ongoing fatigue and malaise.
- 5.3.30. No Obligation to Pay.** Medical Expenses for which the Sharer has no legal obligation to pay.

- 5.3.31. Non-Prescribed Medical Supplies and Equipment.** Non-prescribed medical supplies and equipment including, but not limited to, over-the-counter drugs, first-aid supplies and treatments, vitamins, food supplements, herbal cures, soap, anti obesity or weight reducing agents, elastic stockings, tubings, masks, ostomy supplies, insulin infusion pumps, ace bandages, gauze, syringes, diabetic test strips and similar supplies.
- 5.3.32. Non-Panel Hospital.** Treatments provided by or under the direction of a Non-Panel Hospital.
- 5.3.33. Non-Medically Necessary Treatments.** Treatment that does not meet the criteria of a Medically Necessary Treatment or is not specified as a Medically Necessary Treatment, or Treatment not recommended and approved by a Doctor; or Treatment when the Sharer is not under the regular care of a Doctor.
- 5.3.34. Non-Reasonable and Customary Charges.** Charges for Treatments in excess of the Fair and Reasonable Charges based upon the determination of the Administrator in accordance with this Program Guideline.
- 5.3.35. Organ Transplant.** Medical Expenses for donation of any body organ and cost of acquisition of the organ including all cost incurred by the donor during organ transplant.
- 5.3.36. Outpatient Treatments.** Any Treatments received by an Outpatient that are not related to an Inpatient treatment.
- 5.3.37. Personal Comfort Items.** Personal comfort items or similar facilities, such as, but not limited to, television, telephone, fax, radio, air conditioners, airpurification units, humidifiers, electric heating units, non-hospital adjustable beds, orthopaedic mattresses, blood pressure instruments, scales, elastic bandages or stockings and, admission kit/pack.
- 5.3.38. Pregnancy and Maternity.** Treatments relating to pregnancy including childbirth, miscarriage, surrogacy, pre and post natal care and surgical except for miscarriage due to Accident.
- 5.3.39. Pre-Existing Conditions.** Medical Expenses for Pre-Existing Conditions incurred. See Section 5.6 for further details.
- 5.3.40. Professional Racing or Competitive Events.** Treatments of Disability while racing or competing as a professional. Professional racing means that such activity is one's primary vocation and means of financial support. Professional racing and competitive events include, but are not limited to, automobile, motorcycle, watercraft, ski or rodeo races or competitions.

- 5.3.41. Radiation.** Treatments for effects from radiation or contamination by radioactivity from any source.
- 5.3.42. Replacement Braces.** Replacement of braces of the leg, arm, back, neck, unless there is sufficient change in the Sharer's physical condition to make the original device no longer functional.
- 5.3.43. Routine and Preventive Care** – including, but not limited to, all well-patient care and screening test and procedures, such as:
- physicals immunizations and vaccinations;
 - blood and topical allergy testing;
 - lab studies;
 - PET scan;
 - screening mammograms;
 - screening colonoscopy;
 - genetic testing;
 - prophylactic and preventive surgery without personal history of diagnosis and Doctor's recommendation; and
 - Routine physical examination, health check-ups or tests not incident to treatment or diagnosis of a Disability.
- 5.3.44. Self-Inflicted Injuries.** Treatments due to suicide, attempted suicide or intentionally self-inflicted Disability, while sane or insane.
- 5.3.45. Sex Changes.** Treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This includes medications, implants, hormone therapy, surgery, or medical or psychiatric treatment.
- 5.3.46. Surgical Sterilization or Reversal.** Treatments for, or reversal of, surgical sterilisation, including vasectomy and tubal ligation or contraceptive medications and devices.
- 5.3.47. Transportation.** Charges resulting from transportation by ambulance for Disability that will not seriously jeopardise the Sharer's health or life are not eligible for sharing. Also, the additional expense for transportation to a Panel Hospital that is not the nearest Panel Hospital capable of providing Medically Necessary Treatment is not eligible for sharing.
- 5.3.48. Travel or Accommodations.** Charges for travel or accommodations, whether or not recommended by a Doctor.
- 5.3.49. Treatment by Relative.** Treatments performed by a person who ordinarily resides in the Sharer's home or is related to the Sharer as a spouse, parent, child, sibling, whether the relationship is by blood or exists in law.

- 5.3.50. Venereal Disease, AIDS, and AIDS Related Complex, HIV Related Disability.** Exceptions include innocent transmission via transfusion, rape, work-related needle stick or sex within marriage.
- 5.3.51. Waiting Period.** Medical Expenses incurred during Waiting Period. See Section 5.4 for further information.
- 5.3.52. War.** Any Medical Expenses incurred that is due to any declared or undeclared act of war, military activity, riot, rebellions, insurrection, civil commotion, explosion of war weapons, terrorism related activity, nuclear war, biological and chemical warfare/activities.
- 5.3.53. Speech and Occupational Therapy**
- 5.3.54. Any types of Implants**

The Administrator reserves the right to review admission request and invoices submitted by Panel Hospital or Sharer for sharing, and with the assistance from the TPA to accept or decline payment of Medical Expenses deemed not eligible under the Program Guideline.

5.4. Waiting Period

- 5.4.1. Before 60 days Waiting Period**
Sharer may seek emergency medical help due to personal accident injury. Project GC allowed a maximum of RM20,000 sharing limit for any approved accidental injury case. This sharing eligibility is no Waiting Period required.
- 5.4.2. 60 Days Waiting Period (General Illnesses Unlock)**
Upon 60 days expiry from initial payment, Sharer is entitling the Hospitalization Medical Expenses Annual Sharing Limit, but except of the treatment / surgical caused from Specific Illnesses.
- 5.4.3. 180 Days Waiting Period (Specific Illnesses Unlock)**
Upon 180 days expiry from initial payment or 120 days after 60 days Waiting Period, Sharer is entitling the Hospitalization Medical Expenses Annual Sharing Limit, included the treatment / surgical caused from Specific Illnesses.

5.5. Specific Illnesses

- 5.5.1.** Hypertension, diabetesmellitus or cardiovascular disease;
- 5.5.2.** Growths of any kind including tumours, cancers, cysts, nodules, polyps;
- 5.5.3.** Stones of the urinary system and biliary system;

- 5.5.4. Any disease of the ear, nose (including sinuses) or throat;
- 5.5.5. Hernias, haemorrhoids, fistulae, hydrocele or varicocele;
- 5.5.6. Any disease of the reproductive system including endometriosis;
- 5.5.7. Any disorders of the spine (including a slipped disc) or any knee conditions and;
- 5.5.8. Critical Illnesses:
 - i. Stroke
 - ii. Heart Attack
 - iii. Kidney Failure
 - iv. Cancer
 - v. Coronary Artery By-Pass Surgery
 - vi. Serious Coronary Artery Disease
 - vii. Angioplasty and other Invasive Treatments for Coronary Artery Disease
 - viii. End-Stage Liver Failure
 - ix. Fulminant Viral Hepatitis
 - x. Coma
 - xi. Benign Brain Tumour
 - xii. Paralysis of Limbs
 - xiii. Blindness
 - xiv. Deafness
 - xv. Third Degree Burns
 - xvi. HIV Infection Due to Blood Transfusion
 - xvii. Occupationally Acquired Human Immunodeficiency Virus (HIV) Infection
 - xviii. Full-blown AIDS
 - xix. End-Stage Lung Disease
 - xx. Encephalitis
 - xxi. Major Organ / Bone Marrow Transplant
 - xxii. Loss of Speech
 - xxiii. Brain Surgery
 - xxiv. Heart Valve Surgery
 - xxv. Terminal Illness
 - xxvi. Loss of Independent Existence
 - xxvii. Bacterial Meningitis
 - xxviii. Major Head Trauma
 - xxix. Chronic Asplastic Anemia
 - xxx. Motor Neuron Disease
 - xxxi. Parkinson's Disease
 - xxxii. Alzheimer's Disease / Severe Dementia
 - xxxiii. Muscular Dystrophy
 - xxxiv. Surgery to Aorta
 - xxxv. Multiple Sclerosis

- xxxvi. Primary Pulmonary Arterial Hypertension
- xxxvii. Medullary Cystic Disease
- xxxviii. Cardiomyopathy
- xxxix. Systemic Lupus Erythematosus with Severe Kidney Complications

5.6. Pre-Existing Condition

- 5.6.1.** Pre-Existing Condition shall mean any Disability that a Sharer has reasonable knowledge of, prior to the Eligibility Date. A Sharer may be considered to have reasonable knowledge of the Pre-Existing Condition where the condition is one for which:
- a) the Sharer had received or is receiving Treatment;
 - b) Treatment has been recommended;
 - c) clear and distinct symptoms are or were evident; or
 - d) its existence would have been apparent to a reasonable person in the circumstances.
- 5.6.2.** Medical Expenses incurred by a Sharer within 5 years from the Eligibility Date as a result of Pre-Existing Conditions (whether directly or indirectly) shall not be eligible for sharing. Upon the inception of the 5 years of continuous participation in this Program and thereafter, the condition may no longer be considered pre-existing.
- 5.6.3.** A Sharer is required to disclose any Pre-Existing Conditions to the Administrator during the signing up process. Failure to fully disclose information pertaining to his Pre-existing Condition at the time of signing up is a material violation of the shared trust between the Sharers and may subject the Sharers to disqualification from the Program pursuant to Section 3.6. Administrator reserved the right on the final approval of Pre-Existing Condition.
- 5.6.4.** If the Sharer is admitted for hospitalisation or seeks treatment at hospitals on Pre-Existing Conditions, or otherwise is found to possess any Pre-Existing Conditions the said Sharer shall lose his or her eligibility as a Sharer and his or her participation shall be terminated. All deposits of the Sharer shall be forfeited and be used towards crowd sharing of the community.
- 5.6.5.** Medical Expenses incurred and submitted for sharing within the first 90 days of the Eligibility Date may be subject to a Pre-Existing Condition review by the Administrator, including, but not limited to, request for medical notes/records, hospital charts, surgical records, tests results or other relevant medical history information.

5.7. Panel Hospital.

Medical Expenses incurred at non-Panel Hospital are not eligible for sharing. Please refer to the list of Panel Hospital on our web page.

5.8. The Program is Secondary to other Sources

- 5.8.1.** If the Medical Expenses of a Sharer are simultaneously covered or under the responsibility of another insurance type arrangement or third-party liability (party responsible for causing the Disability), the Sharer is encouraged to claim his Medical Expenses from such insurer or third party ("**Primary Responsible Party**") rather than submitting the Medical Expenses to the Program for sharing. Conditions may be imposed by the Administrator on the sharing of Medical Expenses in such circumstances.
- 5.8.2.** If a Sharer suffers an injury and a Primary Responsible Party refuses to pay unless legal remedies are pursued, the Sharer must pursue his legal remedies. The Administrator, on behalf and for the benefit of all Sharers, will be subrogated to any and all rights and remedies that a Sharer has against any Primary Responsible Party to the extent of such shared Medical Expenses and shall be entitled to sue on behalf of such Sharer to recover the shared Medical Expenses from the Primary Responsible Party. The Sharer shall give or cause to be given to the Administrator all such cooperation and assistance as required by the Administrator to determine whether such shared Medical Expenses are payable by the Primary Responsible Party and to secure the rights and remedies. The Sharer shall also at the Administrator's request, execute or caused to be executed all documents necessary to enable the Administrator to effectively bring the suit. If the Sharer does not cooperate fully and assist the Administrator, the Medical Expenses will not be eligible for sharing under this Program and shall refund all shared Medical Expenses paid for the Sharer.
- 5.8.3.** Any amount paid by the Primary Responsibility Party will not be shared. If the Medical Expenses are shared in the Program and later voluntarily reimbursed by a Primary Responsible Party or compensated by Primary Responsible Party in settlement, judgment or other award or recovery, such reimbursement or compensation (to the extent they fairly represent compensation for the shared Medical Expenses) must be returned by the Sharer to the Share Pool immediately for future sharing.

6. GOVERNING AND DECISION MAKING

6.1. Program Guideline

This Program is governed and regulated by this Program Guideline. The Administrator is responsible to formulate and enforce the Program Guideline. By becoming a participant of the Program, Sharer agrees to adhere to the Program Guideline. The Program Guideline current at the time of service shall govern the Program, not the Program Guideline in effect when a Sharer joined this Program. The Program Guideline is final and will overrule any verbal statement made by employees or representatives of the Administrator.

6.2. Amending the Program Guideline

The Program Guideline may be amended from time to time as circumstances require and as determined to be appropriate by the Administrator. The Administrator has the option, at its full discretion, of first taking an advisory vote among, or feedbacks recommendation from, Sharers prior to making such amendments. Amendments to the Program Guideline will go into effect as soon as is administratively practical or as otherwise designated by the Administrator ("**Effective Date**") and such amended Program Guideline shall supersede all other editions of the Program Guideline and any other communication, written or verbal.

For the avoidance doubt, Medical Expenses submitted to the Administrator for sharing after the Effective Date will be subject to the amendments of the Program Guideline, regardless of when the Medical Expenses are incurred.

The latest Program Guideline can be accessed via the link in the system and website. It is the Sharer's responsibility to refer and refresh on the Program Guideline from time to time.

6.3. Dispute Resolutions and Appeal

This Program is a crowd-based effort where its participants voluntarily come together to support, care and assist each other in a mutually beneficial way. Such a shared responsible program may not be successfully implemented without its participants understanding and adhering strictly to this Program Guideline. As such, it is important that in the event any question, issue, complaint, claim, dispute or disagreement arising out of, or related to, this Program or the Program Guideline (particularly on the interpretation of any provision of this Program Guideline) ("**Dispute**") occurs, a methodology for determining and addressing the Dispute must be made available. By agreeing to participate in this Program, a Sharer agrees that any Dispute he may have with or against one another, this Program, the Administrators and/or its directors, employees, representatives and associates, will be settled using the following procedures, and only as a course of last resort.

6.3.1. Determining the dispute

Any Dispute can be referred to the Administrator for determination. Sharers may contact the Administrator's service representatives. Please refer to our website the contact information.

Although the Service Representatives are trained to be forthright in telephone conversations and social media platform, routine responses via emails and social media apps, and oral opinions offered by them do not constitute binding decisions of the Administrator. Sharers who call to inform the Service Representatives of their circum-stances in order to determine a Dispute will be given an opinion—not a binding decision. Formal enquiries by Sharer in writing explaining circumstances and specifically seeking a binding decision from the Administrator ("**Decision**") will be answered in writing and will explicitly indicate if it is a decision that will bind the Administrator and the Program.

6.3.2. Review by Appeal Committee

If a Sharer is not satisfied with the Decision and has logical reasons to believe that the Decision is incorrectly made, the Sharer may file an appeal for review and reconsideration to the Program's appeal committee ("**Appeal Committee**"). The appeal for a review must be made within 30 days from the day the Decision was made and must be in writing, stating the elements of the Dispute and all the relevant facts.

Importantly, the appeal shall address all of the following, where applicable:

- (i) What information does the Administrator has that is either incomplete or incorrect?
- (ii) (ii) How do you believe the Administrator has misinterpreted the information already on hand?
- (iii) (iii) What provision in the Program Guideline do you believe the Administrator has misapplied or misinterpreted?

If required, the Internal Appeal Committee may call for a meeting with the appellant to discuss and/or require the appellant to furnish further documents or commence further investigation.

Within 30 days from the appeal or such other longer time as shall be required, the Appeal Committee will deliberate on the Dispute and initial Decision and render a written decision to the Sharer. The Appeal Committee's Decision will final and be binding on both the Administrator and the Sharer.

The Administrator reserves the right to impose an appeal fee payable by the Sharer.

6.3.3. Decision made by the Appeal Committee is Final and Binding

In the interest of this Program, Sharers agree that the above methods of resolving Dispute shall be the sole remedy for any Dispute and expressly waive his right to file a lawsuit in any civil court against one another, the Administrator and/or its directors, employees, associates or representatives, for such Disputes.

6.3.4. Applicable Law

For all matters of procedure and substance regarding any Dispute that comes within these above requirements, the laws of Malaysia shall govern.

6.4. Alternative Avenue to Present Non-Eligible Medical Expenses

- 6.4.1. Nearly all Medical Expenses can be determined to be shareable or not in accordance with this Program Guideline. In matters where this Program Guideline may not provide absolute clarity, the Administrator can usually determine whether the Medical Expenses should be shared according to procedure and precedent.
- 6.4.2. If a Sharer believes the Administrator is misinterpreting this Program Guideline or his circumstances, the aggrieved Sharer may seek reconsideration through the appeal procedure outlined above. Regardless of the appeal's outcome, the existence of this appeal procedure should not be interpreted as creating any expectation of sharing or a legally enforceable right since there are no contractual rights of sharing under this Program Guideline. Rather, the procedure is a method by which Sharers can be sure that the Administrator is sharing the Medical Expenses according to this Program Guideline.
- 6.4.3. Request for sharing of the Non-Eligible Medical Expenses submitted via Compassionate Sharing will be evaluated on such criteria as the extent of the financial burden to the Sharer, the availability of assistance from other sources, the degree to which the Medical Expenses was avoidable, and the number of other pending requests.
- 6.4.4. The Administrator may at his absolute discretion select and determine one or more of these Non-Eligible Medical Expenses to be shared via Compassionate Sharing whereby other Sharers may contribute (but not obliged to) any amount of their own choosing in addition to their regular Actual Crowd Share Amount to assist those Sharers with Non-Eligible Medical Expenses. The contributions made by other Sharers via Compassionate Sharing is entirely voluntary and will be shared proportionately among all the Non-Eligible Medical Expenses if the total contributions could not cover the total Non Eligible Medical Expenses requested for sharing. For the purpose of this Section, the Administrator may with the prior consent of the Sharer, publish such information or documents for the viewing of the other Sharers to make

an informed decision to contribute additional contribution via the Compassionate Sharing.