

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 who are passionate about improving the community (“**GC Community**”) by sharing each other’s burden and caring about each other’s wellbeing particularly in regards of health care.
- 1.1.2. Gather Care Sdn. Bhd. (“**Administrator**”) is an entity founded to run Project GC and will be the administrator of other 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 claiming processes for the Program.

1.2. About the Program

- 1.2.1. Based on the sharing economy approach, Gather Care medical program is a health care cost crowd sharing program whereby 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 (*Taawun*), community assistance, and shared responsibility. Sharers come together to share each other’s Medical Expenses not only as matter of their own 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 this Program works?

Contrary to health insurance whereby the insurer agrees to pay a person's Medical Expenses with its own funds in return of that person paying the insurer a monthly fixed premium, in Project GC however, Sharers voluntarily commit to contribute (*Iltizam bi al-Tabarru'*) their money ("**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 (*as a Wakil*) 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. Instead, it is held and managed by the Appointed Trustee who administers 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 (*Tabarru'*) ("**Sharing Deposit**") presently set at RM100 as his/her future contribution (*Tabarru'*) to their Share and to facilitate the Crowd Share. This is done via agreed payment method, e.g., by debiting from his/her credit card/debit card.
- 1.3.2. The Sharing Deposit will be placed into a trust account ("**Trust Account**") established solely for the purpose of this medical cost sharing to meet Sharers' Actual Crowd Share Amount and it is managed by the Appointed Trustee. To ensure Shariah compliance, the Sharing Deposit shall be placed under an Islamic Banking account. Any profit generated from this Islamic Banking account is solely used for the cost to maintain the operation of this Trust Account.
- 1.3.3. By putting in the amount for Sharing Deposit, the Sharer shall be deemed to have consented to Administrator utilising the amount to share the Eligible Medical Expenses according to the Program Guideline.
- 1.3.4. Each new Sharer shall observe two types of deferment 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 the Sharer cannot seek to Crowd Share any expenses for the medical help received from the Panel Hospital ("**Panel Hospital**") under the Program except for accidental injury. The Sharer is required to start contributing to the Actual Crowd Share Amount during this Period when there is a necessary Crowd Share case for other Sharers.
- 1.3.5. The Waiting Period is set up to ensure that we are assembling the community among the right-minded people for stability 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/her medical costs up to a sum of not more than RM20,000 in total. Upon expiry of the 60-days Waiting Period, the Sharer

can begin to seek to Crowd Share any expenses for the medical help received from the Panel Hospital under the Program except for the cases that fall under Specific Illnesses in Section 5.5

- 1.3.6. During the 180-days Waiting Period, Sharers cannot seek help through Crowd Share for any medical treatment caused from Specific Illnesses. Upon expiry of the 180-days Waiting Period, Sharers can receive help through Crowd Share for almost all types of medical help treatment except of those non-eligible medical expenses in Section 5.3
- 1.3.7. Sharers are required to present the TPA identification and the TPA admission card from Gather Care user portal profile to the panel hospital for pre-authorization purposes before proceeding with the proposed treatment.
- 1.3.8. In the case of life-threatening emergency hospital admission, Sharers can contact the TPA directly at 03-4041 3627 (24-hours hotline) and obtain admission to one of the panel hospitals immediately.
- 1.3.9. In the case of non-emergency hospital admission, Sharers would have to make the admission request via panel hospital admission counter. The Panel hospital will seek approval from TPA and make admission appointment upon permission is obtained.
- 1.3.10. Sharers will be notified after such admission application is accepted by TPA.
- 1.3.11. Once approved, the 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 ("**FGL**") shall be issued by TPA on Project GC's behalf to the care provider.
- 1.3.15. The sum of all FGLs 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 pay accordingly to the TPA.

1.4. This Program is an alternative to Health Insurance

This Program is not a health insurance but serves as 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 medical expenses approved by TPA. This program ensures that no premium or other payment will be collected and gained from Sharers. Sharers only required to contribute to share the 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 and operating costs of this program. Any Sharer who joined the program under promotional campaign shall pay the Annual Participation Fee (*Wakalah fee*) rate as offered in the campaign.

1.4.3. Sharers share in actual Medical Expenses Not projection value

This Program is not an insurance business nor by any insurance company. This Program or the Administrator do not try to mathematically predict the expected Medical Expenses of the Sharers. The Sharers strictly share the actual Medical Expenses incurred, not any projected figures. Ultimately, the more Sharers this Program has, the lower the amount of each Share will be.

1.4.4. Lifetime crowd sharing and benefits

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

1.4.5. Sharers are committed to live healthy life

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 reduce overall 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 passion to connect and improve lives inside the community by sharing each other's burden and caring about each other's wellbeing particularly in terms of health care.

Sharers also authorise Gather Care as his representative (*wakil*) to have full access to towards all medical reports and relevant tests and documents if there have been 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 TPA to administer the entire hospitalisation and claiming processes for the program. This is to ensure that Medical Expenses are managed effectively to reach the best possible outcome for the Sharers. Constant education on managing one's health and medical cost will also be provided.

1.4.8. Contribution from sponsors and 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 provide values to the GC Community in terms of suitable products and services. Part of the revenue (from 5% up 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 MINIMUM Actual Crowd Share Amount in some foreseeable future.

1.5. Disclaimer

- 1.5.1. This Program is administered on behalf of Sharers as principal (*muwakkil*) 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/ 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 disqualification 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/ 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 any 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 for advice on the difference between regulated health insurance and crowd sharing programs such as this Program.

2. GATHER CARE APPLICANT

Gather Care Applicant (GC Applicant) is an initial step into “opening an account” allowing people with interest to have full access to Gather Care system but without participating in the Crowd Sharing program, which means GC Applicants can not share the medical cost nor seek help to share their medical cost. However, they can use their account to introduce and pay for other Sharers’ membership. The Sharers under his account can be him/herself or family members.

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. According 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 example:

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 from 12.03.2018 onwards.

2.1.2. Open to all

This category is available to all Malaysian of any race and ethnicity who are residing in Malaysia and meet all eligibility criteria.

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 is available at [www.app.gathercare.com/auth/phone?supportline\[phone number\] & uplineType = applicant..](http://www.app.gathercare.com/auth/phone?supportline[phone number] & uplineType = applicant..) Or, 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 a mobile device is required prior to the sign up. During the sign-up process, one 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 a password
- Agreed the Terms and Conditions

After completed the signing up process, A GC Applicant required to log in again.

2.3. GC Applicant’s Rights

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

- 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. able to make recommendations or provide feedbacks regarding this Program to the Administrator for its consideration;
- 2.3.5. to enable the location function on the system to view the list of Panel hospitals;
- 2.3.6. can add new Sharer under his account and pay for the Sharer to entitle for the benefits of Project GC. The Sharer can be himself or his family members aged 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 after getting registered as a Sharer.

3. SHARER

3.1. Sharing Participant

A person who participates in this Program as a Sharing Participant. Sharing Participants contribute at least the Actual Crowd Share Amount to share in other Sharers' monthly Medical Expenses. A Sharing Participant may, in return of their contribution, submit his/her Medical Expenses to be shared among other Sharers in accordance with this Program Guideline. To become a Sharer, a person is required to sign up as a GC Applicant and proceed to register 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 old, subject to different ratio of Monthly Crowd Share Limit that reflects their respective health risk due to age. Once a Sharer, a person shall remain as a Sharer past the age of 40 years old.

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 (18 years and above) or legal guardian ("**Guardian**"). Minor Sharers are required to be under a GC Applicant's account and are not allowed to sign up as GC Applicant.

3.2.2. Open to All

This Program is available to all Malaysian of any race and ethnicity who are residing in Malaysia and meet all eligibility criteria. 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 visit 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/her Pre-existing Condition at the time of signing up is a material violation of the shared trust between the Sharers and may result in 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/her Pre-existing Condition. There will be 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

A Sharer can only sign up via a GC Applicant account using 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 to the terms and conditions
- Answer health screening questions
- Proceed with payment

The person is confirming that he/she 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 the necessary amount that may be required to maintain the Sharing Deposit of RM100 kept 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 are as below:

- RM160 Annual Participation Fee + RM100 Sharing Deposit + RM2.99 Payment gateway charges = RM262.99 (Initial payment)
- Balance RM200 (Second Payment) Annual Participation Fee 30-days after the Initial Payment was made.

3.2.6. Annual Participation Renewal Fee

To maintain an active Sharer status, Sharers are required to ensure the payment of Annual Participation Renewal Fee. The renewal fee will be recurring every 365-days after the initial payment and second payment. If a Sharer joined on 5th January 2021, his/her renewal fee breakdown will be as 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 by 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 continue to observe the 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 other dues as may be imposed by the Administrator and top up Sharing Deposit 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/she 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/her 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 healthily, exercising, and eliminating harmful habits, stressors and risk factors within one's control;
- 3.3.10. seek medical advice when appropriate, take the necessary steps to understand the medical advice received and any diagnosis being given, and obtain the needed medical treatment in a timely manner;
- 3.3.11. take personal charge of his medical care, and make responsible, informed and wise health care choices;

- 3.3.12. inquire about costs prior to obtaining medical care when possible and make prudent 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. authorize the Administrator 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 accomplish his/her duties.

3.4. Sharer's 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/her 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 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. The Sharer will receive an SMS verification code which to be inserted into the system to complete the withdrawal process. After completion, the Sharer's status will remain "Active" for 26-days. After 26-days, the refund process will begin to return any available balance of his/her Sharing Deposit. However, within that 26-days, the Sharer is still responsible for an Actual Crowd Share Amount for the period, if any.

3.6. Disqualification from Program

3.6.1. Suspended from Program

In terms of failure to make payment for Sharing Deposit top up or payment for Annual Participation Fee, a Sharer will be suspended for 26-days. If the Sharer makes the payment within that period, the Sharer's status will be reactivated immediately. If no payment made after 26 days, the Sharer will be disqualified and no longer entitled to all benefits of Project GC. Consecutively, the refund process will begin to return any available balance of his/her Sharing Deposit. However, within 26 days, within that 26 days, the Sharer is still responsible for an Actual Crowd Share Amount for the period, if any.

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 towards GC community. The Administrator reserves the absolute right to blacklist such person from participating in this Program.

If the Sharer is blacklisted, the refund process will begin to return any available balance of his/her Sharing Deposit.

3.7. Refund Policy

If there is any refund of the balance in unutilised portion of the Sharing Deposit decided by the Administrator, the Administrator will take up to 60-days to refund the Sharer. Please note that the Annual Participation Fee is not refundable for any reason or circumstances, except in the case of recorded duplicate charges. The Administrator will take up to 30-days to process for refund of the balance of any duplicated charge to the Sharer.

3.8. Reinstatement as Sharer

A Sharer who had previously withdrawn/suspended/blacklisted from program, after the refund of the balance of Sharing Deposit, the Sharer's account will be terminated. If a Sharer wants to re-join the program, the Sharer can sign up again from the system, but all of the previous accumulated benefits will be reset to zero. Re-joining 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 on every 24th of month and that is notified by Gather Care.
- 4.1.1.2. Presently, the Monthly Cut-Off Date is set on the 24th of each calendar month. Every 24th day of the month, Administrator will publish the Crowd Share Case on website, system, and social media. Hence, each month is defined as beginning from 25th of the month to the 24th 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 a 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, i.e.:
- Smokers to 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 which 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 will be carried forward to the 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 is to be paid by each Sharer upon signing up.

The fee collected is used to defray the expenses particularly in engaging the service of TPA, Appointed Trustee, marketing, 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 is deemed fit and appropriate.

4.3. Sharing Deposit

During sign up and at all times, a Sharer is required to place and maintain a Sharing Deposit. If anyone's Sharing Deposit is lower than the Monthly Crowd Share Limit (RM50), the Sharer's credit card/debit card shall be debited with an amount required to bring the balance of 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 the participants of this Program to live a healthy lifestyle, the Administrator may at its own discretion provide incentives and rewards as motivation to Sharers in the form of reduced or exempted Actual Crowd Share Amount (to be paid by administrator) or Annual Participation Fee or in any other form as may be deemed appropriate by the Administrator from time to time.

5. SHARER'S BENEFITS AND MEDICAL EXPENSES

5.1. Sharer's Scheduled Benefits

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

Project GC is not an insurance scheme. The Program's objective is to help the Sharers to address their medical costs through crowd sharing the burden among each other.

Initially after its launching, the Program was fairly open in terms of types and amount of medical bills submitted for crowd sharing to just keep the process simple. The Administrator, in the best interest of the Project GC community, reserves its rights to vary the amount of items Crowd Shared as deemed fit. Administrator's 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 claiming 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 each time. No lifetime limit is set in this program. When reach 60 months, the limit will become unlimited.

5.1.2. Bereavement Payment

In the event a Sharer dies due to any reason, a bereavement payment sum of an initial limit of RM5,000 is to be provided to 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 the Sharer's joining date. The Bereavement Payment limit shall be reset to the initial limit of RM5,000 if the Sharer withdraws and re-joins later.

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

5.1.3. Accidental Injury Medical Expenses Sharing Limit

Sharers may seek emergency medical help due to personal accident injury. Project GC allows a maximum of RM20,000 sharing limit for any approved accidental injury case. This sharing eligibility is bound by any Waiting Period. Upon the expiry of 60-days waiting period, this benefit will be upgraded to

Hospitalization Medical Expenses Annual Sharing Limit as detailed in Section 5.1.1.

5.1.4. Out-Patient Cancer Treatment

Chemotherapy and Electrotherapy are eligible for sharing up to RM100,000 which is excluded from the RM1,000,000 Hospitalization Medical Expenses Annual Sharing Limit, for being considered outpatient treatment.

5.1.5. Protection to Minor Sharer

A Sharer who is aged below 18 years old (“**Minor Sharer**”) will be entitled to a waiver of the Annual Participation Fee and the Monthly Crowd Share Limit if parents of the Minor Sharer passed away. This benefit is eligible until the Minor Sharer reaches 18 years old.

5.1.6. Covid Hospitalization Cash Allowance

RM100 hospitalization cash allowance RM100 per day up to maximum 30 days at public hospital and specific quarantine centre only. This benefit required 60 days waiting period and is until 31st of December 2021.

5.1.7. Covid-19 Vaccination Side Effect Cash Allowance

5.1.7.1. RM150 hospitalization cash allowance per day up to a maximum 14 days at a Panel Hospital for admission treatment due to the side effect of Covid-19 vaccination. A Sharer is entitled to this benefit after a 60 days Waiting Period and this cash allowance program is valid until 31st December 2022.

5.1.7.2. In the event a Sharer dies within 14 days from the vaccination date due to the side effects of Covid-19 vaccination, an extra bereavement payment sums up to RM15,000 is to be paid to the Sharer’s beneficiaries. A supporting document is required to prove the cause of death is due to the side effects of Covid-19 vaccination.

The increase in benefits would not affect the payable amount of Crowd Share as well as the amount of Annual Participation Fee.

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 per day, not exceeding the maximum of 120 days for each Sharing Year. By default, a four-bedded room shall be chosen and subject to the cap of RM150 per night. Sharers shall bear any amount above the RM150 limit. Sharers are not allowed to choose to

upgrade to other room type above a four-bedded 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

One time, as charged for advice received 60-days preceding to confinement/admission.

5.2.11. Malaysian Goods and Services Tax or Sales and Service Tax

The prevailing Malaysian Goods and Services Tax or Sales and Service 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 Caesarean Section has been determined to be inadvisable by a neonatologist.

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. **Custodial 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 (DME).** 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 a 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 a 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.** Treatment provided by or under the direction of a Non-Panel Hospital.
- 5.3.33. **Non-Medically Necessary Treatments.** Treatments that do not meet the criteria of a Medically Necessary Treatment or is not specified as a Medically Necessary Treatment, or Treatments that are not recommended and

approved by a Doctor; or Treatments received when the Sharer is not under the regular care of a Doctor.

- 5.3.34. **Non-Reasonable and Customary Charges.** Charges for Treatments that are 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 Treatment received by an Outpatient that is 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, air purification 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.** Treatments 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. The additional expenses for transportation to a Panel Hospital that is not the nearest Panel Hospital that is capable of providing Medically Necessary Treatment is also 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, rebellion, insurrection, civil commotion, explosion of war weapons, terrorism related activity, nuclear war, biological and chemical warfare/activity.

5.3.53. Speech and Occupational Therapy**5.3.54. Any types of Implants**

The Administrator reserves the right to review admission requests and invoices submitted by the Panel Hospital or Sharers 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 the end of 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 not bound by any Waiting Period.

5.4.2. After the end of the 60-Days Waiting Period (General Illnesses Unlock)

Upon expiry of 60-days from initial payment, a Sharer is entitled to the Hospitalization Medical Expenses Annual Sharing Limit, with exception of the treatment/surgery resulted from Specific Illnesses.

5.4.3. After the end of the 180-Days Waiting Period (Specific Illnesses Unlock)

Upon expiry of 180-days from initial payment, or 120-days after 60-days Waiting Period, a Sharer is entitled to the Hospitalization Medical Expenses Annual Sharing Limit, including treatment/surgery resulted from Specific Illnesses.

5.5. Specific Illnesses

5.5.1. Hypertension, diabetes mellitus 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:

- 5.5.8.1. Stroke
- 5.5.8.2. Heart Attack
- 5.5.8.3. Kidney Failure
- 5.5.8.4. Cancer
- 5.5.8.5. Coronary Artery By-Pass Surgery
- 5.5.8.6. Serious Coronary Artery Disease
- 5.5.8.7. Angioplasty and other Invasive Treatments for Coronary Artery Disease
- 5.5.8.8. End-Stage Liver Failure
- 5.5.8.9. Fulminant Viral Hepatitis
- 5.5.8.10. Coma
- 5.5.8.11. Benign Brain Tumour
- 5.5.8.12. Paralysis of Limbs
- 5.5.8.13. Blindness
- 5.5.8.14. Deafness
- 5.5.8.15. Third Degree Burns
- 5.5.8.16. HIV Infection Due to Blood Transfusion
- 5.5.8.17. Occupationally Acquired Human Immunodeficiency Virus (HIV) Infection
- 5.5.8.18. Full-blown AIDS
- 5.5.8.19. End-Stage Lung Disease
- 5.5.8.20. Encephalitis
- 5.5.8.21. Major Organ / Bone Marrow Transplant
- 5.5.8.22. Loss of Speech
- 5.5.8.23. Brain Surgery
- 5.5.8.24. Heart Valve Surgery
- 5.5.8.25. Terminal Illness
- 5.5.8.26. Loss of Independent Existence
- 5.5.8.27. Bacterial Meningitis
- 5.5.8.28. Major Head Trauma
- 5.5.8.29. Chronic Aplastic Anaemia
- 5.5.8.30. Motor Neuron Disease
- 5.5.8.31. Parkinson's Disease
- 5.5.8.32. Alzheimer's Disease / Severe Dementia
- 5.5.8.33. Muscular Dystrophy
- 5.5.8.34. Surgery to Aorta
- 5.5.8.35. Multiple Sclerosis
- 5.5.8.36. Primary Pulmonary Arterial Hypertension
- 5.5.8.37. Medullary Cystic Disease
- 5.5.8.38. Cardiomyopathy
- 5.5.8.39. 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 any, or all of below:
- 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 all Pre-Existing Conditions to the Administrator during the signing up process. Failure to fully disclose information pertaining to his/her 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 reserves the right on the final approval of Sharers with Pre-Existing Condition.
- 5.6.4. If the Sharer is admitted for hospitalisation or seeks treatment on the basis of his/her Pre-Existing Conditions, or otherwise is found to possess any Pre-Existing Condition, the said Sharer shall lose his/her eligibility as a Sharer and 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 from 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 result or other relevant medical history information.
- 5.7. Panel Hospital.**
Medical Expenses incurred at any non-Panel Hospital are not eligible for sharing. Please refer to the list of Panel Hospitals 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 or arrangement, or a third-party

liability (party responsible for causing the Disability), the Sharer is encouraged to claim his/her Medical Expenses from such insurer or third party (“**Primary Responsible Party**”) rather than submitting the Medical Expenses to this 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/her 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 fully cooperate 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, a Sharer agrees to adhere to the Program Guideline. The Program Guideline as of current at the time of service shall govern the Program, not the Program Guideline as it was when the Sharer signed up for 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 and recommendations 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 previous 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 new 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/she 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 for contact information.

Although the Service Representatives are trained to be forthright in telephone conversations and social media platforms, 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 circumstances 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 have that is either incomplete or incorrect?
- (ii) How do you believe the Administrator has misinterpreted the information already on hand?
- (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 is final and 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 unshareable 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/her 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 were 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 prior consent of the Sharers, publish such information or documents for the viewing of the other Sharers to make an informed decision to contribute additional amount via the Compassionate Sharing.

This Program Guideline Ver August 30_2021 was
Approved by **GATHER CARE SDN BHD**



GIDEON LEONG
Founder & CEO of Gather Care Sdn Bhd



This Program Guideline Ver August 30_2021 was
Audited by **AFSHA SHARIAH ADVISORY SDN BHD**



DR. KHAIRUL ANUAR BIN AHMAD
Shariah Adviser of Afsha Shariah Advisory Sdn Bhd



This Program Guideline August 30_2021
was proofread and reviewed by
ONG AND MANECKSHA, ADVOCATED & SOLICITORS

