

Special Conditions

(i) On-demand Module Services

1. Client may sponsor either the Client Initiated Modules or the MIMS Independent Modules (both types of sponsorship are defined below), and such sponsor will be chargeable by MIMS in accordance with the maximum number of enrolments permitted for a particular On-demand module.
2. In the event the content of an On-demand module is developed, produced, created and/or designed by or for and on behalf of the Client (“**Client Initiated Modules**”), a separate Content Development order form should be signed between the Client and MIMS.
3. Client may order seats of a MIMS Independent Module which was previously sponsored by another client. For such order, the Client is required to pay Upfront Fees in accordance with Section (i).7 below.
4. Client may notify MIMS if it wishes to reserve a sponsorship of a MIMS Independent Module which is currently being sponsored by another client (by signing an order form with MIMS), upon full consumption of the seats by the said client. Notification of such reservation would be based on a “first-come-first-served” basis.
5. Upon the execution by the Client of this Order Form, any request for cancellation or withdrawal of sponsorship shall be subject to a cancellation fee equivalent to fifty (50%) percent of the remaining value of the unutilized seats.

Order and Invoicing Process

6. Client is required to place order by indicating in the Order Form the maximum number of seats permitted for a particular On-demand module (“**Maximum Seat Number**”).
7. MIMS will invoice the Client a minimum fee required for the initial sponsor of an On-demand module selected by the Client. This minimum fee will be reflected in MIMS’ first invoice as an upfront fee in accordance with the applicable rate card (“**Upfront Fee**”).
8. The Upfront Fee will be chargeable by MIMS regardless of whether there are any seats consumed for a selected On-demand module and such Upfront Fee is not refundable.
9. MIMS will monitor the number of seats consumed on the On-demand platform at end of each month. No subsequent invoice will be issued if, by the end of first month’s period from the execution of this Order Form, the number of seats of a selected On-demand module does not exceed the value of the Upfront Fee.
10. MIMS will only issue a subsequent invoice to the Client at the end of the month, if the accumulated number of seats of a selected On-demand module for the month exceeds the value of the Upfront Fee. The difference between the number of seats and the value of the Upfront Fee would be the amount reflected on the subsequent invoice.
11. If the number of seats consumed reaches the Maximum Seat Number for the On-demand module sponsored, MIMS On-demand platform will no longer accept further enrolments and any request for additional seats will not be permitted under the same Order Form.

Additional Seats

12. Subject to the placement of order through a separate order form(s), Client may request for additional seats (for the same On-demand module which the Client had selected in its initial Order Form), despite the existing seats have not been fully consumed. No Upfront Fee is payable if the Client has confirmed and signed a separate order form for the order of the additional seats **BEFORE or AFTER** all seats have been fully consumed (from the initial Order Form) and this is only applicable to Client Initiated Modules.
13. A new Upfront Fee is payable if;
 - (i) the Client submitted the separate order form to MIMS for MIMS Independent Module **AFTER** all seats have been fully consumed (from the initial Order Form). For the purposes of clarity, if the Client submitted the separate order form to MIMS for additional seats in MIMS Independent Module **BEFORE** all seats have been fully consumed (from the Initial Order Form), no Upfront Fee is payable by the Client; or
 - (ii) the initial sponsored On-demand module has been reserved by another client as described under Section (i).3. For the avoidance of doubt, a new sponsor or new order of seats should be treated as a new order from the Client where Upfront Fee is payable.
14. Subsequently, if there are further seats being consumed in the upcoming months, MIMS will invoice the Client in accordance with Section (i).10.

End of an On-demand Module

15. Each On-demand module sponsored by the Client shall remain effective unless (i) all seats have been fully consumed; (ii) the selected On-demand module has reached its Expiration; (iii) remaining seats of the selected On-demand module have been transferred to another On-demand module, whichever is earlier. For the purposes of this Order Form,

“Expiration” of an On-demand module means the end of the accreditation period of an On-demand module as set out in the Order Form.

16. In the event there are remaining seats which are not consumed at the Expiration of a particular On-demand module, the Client may transfer the remaining seats in accordance with the provisions set out in Section (iii) below.

(ii) Webinar Recruitment Services

1. In the event the content of a Webinar module is developed, produced, created and/or designed by or for and on behalf of the Client, a separate Content Development order form should be signed between the Client and MIMS.
2. The contents of each webinar will only be uploaded on the MEDU Platform once it has been accredited by the relevant accreditation bodies. Upon webinars being uploaded to the MEDU Platform, MIMS will commence the recruitment of healthcare professionals (“HCP”) based on the registrations MIMS receives from the MEDU Platform for the participation of these webinars.
3. The Webinar Recruitment Service is inclusive of the following eDMs:
 - (a) two (2) dedicated invitation eDMs to recruit target healthcare professionals; and
 - (b) two (2) reminder invitation eDMs to registered users to attend the Webinar.
4. Pre-registration links will also be available for HCP’s registration (up to 3 hours prior to the webinar event) and HCPs will be receiving participation link via reminder eDMs.
5. Upon the collective number of HCP registrations across the specified countries and professions on the Order Form reaching the Minimum Commitment amount, MIMS Webinar Recruitment will no longer accept further enrolments and any request for additional recruitment can be made through topping-up under Section (ii).8.
6. If, after MIMS has commenced on the Webinar Recruitment Services the Client wishes to cancel the Webinar Recruitment Services, MIMS may proceed to directly invoice the Client 50% of the remaining value of the Minimum Commitment.

Order and Invoicing Process

7. The charges are per-registration basis, and the fee per-registration would differ depending on the country and / or profession selected by the Client.
8. MIMS will invoice the full Webinar recruitment fees upon execution of the Order Form.

Topping-up Minimum Commitment Value

9. Subject to the placement of order through a separate order form, Client may request to top-up the Minimum Commitment Value to the next band (for the same Webinar module which the Client had selected in its initial Order Form), despite the existing Minimum Commitment has not been reached. The top-up order form must be executed at least [1 week] before the Delivery Date of the Webinar module.

Personal Data Protection

10. In the event Personal Data is shared by MIMS to the Client in respect of the Webinar Recruitment Services herein, the Client shall sign the Data Sharing Agreement (“DSA”) set out in Appendix 1b, and the Client must strictly adhere to the scope and purpose under the DSA.
11. For the avoidance of doubt, Client shall otherwise continue to be bound by Clause 12.1 of the GTCs for any Personal Data that is not under the DSA.

(iii) Transfer of Seats / Value

Transfer of Seats between On-demand Modules

1. Unutilized seats from a particular On-demand module (“**Initial Module**”) may be transferred to a different On-demand module on condition that the unutilized seats from the Initial On-demand Module are to be transferred to an active On-demand module (“**Subsequent Active Module**”) purchased by the Client.
2. MIMS will assess the transaction value for such transfer of seats (“**Transfer Value**”). The Transfer Value is an amount equivalent to the then prevailing rates applicable for new seats’ purchase of the Subsequent Active Module.
3. Upon seats being transferred to the Subsequent Active Module, the Upfront Fee as set out in Section (i).7 applies. In the event the Transfer Value is less than the Upfront Fee value, the Client is required to top-up more seats to match the Upfront Fee value. For the avoidance of doubt, the Upfront Fee is not required if there are no changes to the content of the Subsequent Active Module sponsored by the Client. For clarification purposes, if Client requests for certain sections of the Subsequent Active Module to be removed and then to be restored subsequently (despite there being no actual

changes to the contents of the On-demand module), such request would still constitute a change and Client is required to pay the Upfront Fee.

Transfer of Value from Webinar Modules

4. Subject to the end of the Webinar Recruitment process, the unutilised value of a Webinar module may be transferred to:
 - (i) another active Webinar module; or
 - (ii) an active On-demand module and be converted to seats purchased by the Client.
5. MIMS will assess the Transfer Value for such transfer. The Transfer Value for Webinar module shall be construed accordingly as an amount equivalent to the then prevailing rates applicable for new seats' purchase of the relevant active On-demand module or prevailing value applicable to the relevant active Webinar module in which Client wishes to transfer value to.
6. The remaining values from the unutilized seats of an On-demand module, however, cannot be transferred to a Webinar module.
7. Any seat fraction due to conversion of transfer value to seats of On-demand module will be rounded up.

(iv) Client Referred Enrolments

1. Client may invite or refer HCPs to enrol in any On-demand or Webinar module ("**Client Referred Enrolments**"). Subject to the Client obtaining the HCP's explicit consent to disclose his or her personal data, MIMS will not charge a fee nor would MIMS deem any seats or value to be consumed for such Client Referred Enrolments.
2. For the purposes of this Section (iv), new enrolments for Client Referred Enrolments would only be enabled if there are seats available for the relevant On-demand module, or if recruitment has not closed for the relevant Webinar module.
3. For the avoidance of doubt, Clause 12.1 of the GTCs does not limit the Client's right to use and disclose any HCP Personal Data that it has collected or obtained separately through its own sources, including any HCP Personal Data that Client originally used to invite HCP through the Client's referral link.

(v) Referral Link

1. In the event Client promotes any of its referral links within the modules, Client shall ensure that its sponsorship is clearly indicated to such extent that the name of the Client's company can be easily identified.

(vi) Payment Terms

1. All invoices are payable within 30 days from the invoice date.

The contract price is exclusive of any taxes imposed by the government, withholding tax and/or any other similar taxes associated with this Service Contract. All such taxes are to be borne by Client and all payments by Client hereunder shall be paid in full without any setoff, counterclaim, deduction or withholding (or similar in