

M -Kliniki Platform Access Agreement for Healthcare Service Providers

Parties:

Urban Tech for Hope Ltd. and Healthcare Service Provider Name:

This Agreement is made between:

Urban Tech for Hope Ltd., a private company with limited liability incorporated under the laws of Kenya, with Registration Number PVT-JZUA5RD6, whose registered address is at 3151-40100 Kisumu, Kenya (hereinafter referred to as "UTFH," which expression shall where the context so permits include its successors in title and permitted assignees);

And Healthcare Service Provider Name:, a company incorporated under the laws of Kenya, with Registration Number:, whose registered office is at Registered Office Address: (hereinafter referred to as "HCP," which expression shall where the context so permits include its successors in title and permitted assignees).

UTFH and HCP are hereafter collectively referred to as "Parties" and each individually as a "Party."

Recitals:

UTFH is the proprietor and developer of the M-Kliniki telemedicine platform (the "Platform").

The Platform allows patients ("Users") and healthcare providers ("Providers") to connect and engage in virtual consultations, schedule appointments, share medical information, and process payments for healthcare services.

The Platform can be accessed through various means, including web and mobile applications, and supports multiple payment options for convenient transactions.

HCP is a provider of healthcare services duly registered and licensed under the laws of Kenya to provide such services.

HCP wishes to be granted access to the Platform to connect with Users and expand its service delivery through virtual consultations.

UTFH has agreed to grant HCP access to the Platform subject to the terms and conditions set out in this agreement (the "Agreement").

The Parties have agreed as follows:

1. Definitions and Interpretation

The definitions and rules of interpretation set out in Annex 1 shall apply to this Agreement, unless the context otherwise requires.

2. Platform Services

UTFH shall grant HCP access to the Platform for the duration of this Agreement to enable HCP to connect with Users and provide healthcare services through virtual consultations (the "Platform Services").

The Platform Services are non-exclusive and non-transferable.

As part of the Platform Services:

- UTFH shall provide HCP with access to the Platform's functionalities for scheduling appointments, conducting virtual consultations, sharing medical information, and processing payments.
- UTFH shall provide HCP with technical support and training on how to use the Platform effectively.
- UTFH shall ensure the Platform's security and compliance with relevant data protection laws and regulations.
- UTFH may update, modify, or enhance the Platform and its functionalities from time to time to improve service delivery and user experience.

3. HCP's Obligations

HCP shall use the Platform in accordance with the terms and conditions of this Agreement and all applicable laws and regulations.

HCP shall provide accurate and up-to-date information about its services, qualifications, and availability on the Platform.

HCP shall ensure that all healthcare services provided through the Platform are delivered in accordance with professional standards and ethical guidelines.

HCP shall maintain the confidentiality of User information and protect their personal data in compliance with data protection laws and regulations.

HCP shall not engage in any activity that may harm the reputation or integrity of UTFH or the Platform.

4. Consultation Fees and Payment Processing

- **Pricing Structure:**
 - **First Visit:** Patients will be charged based on current market consultation prices as determined by HCP.
 - **Subsequent Visits:** For the second visit onward, HCPs will reduce their consultation fees by 10%.
 - **Tenth Visit:** After the tenth visit, HCPs will maintain their consultation prices at 10% of the original price for all future consultations conducted through the M-Kliniki platform.
- **Payment Processing:**
 - Upon payment of consultation fees through the M-Kliniki digital wallet (Bank PayBill, debit/credit card, or MPESA PayBill), funds will be disbursed to HCPs' respective bank accounts monthly by NCBA Bank from Urban Tech for Hope Ltd.'s account.
 - HCPs must complete the Urban Tech for Hope Provider Bank Details Form to facilitate this process after signing the contract.

5. Nature of Telemedicine Services

- **Initial Consultation:** Upon payment of consultation fees, patients will provide their medical history.
- **Follow-up Services:** These may include referrals to physical HCP facilities for further screening. However, any physical tests required will incur additional charges not covered by the consultation fee.

6. Data Protection and Privacy

UTFH, in observation of Kenyan Law, shall fully adhere to and implement the following:

- **Data Protection Act, 2019:** The Act emphasizes several key principles that must be adhered to when managing personal data, including transparency, lawful processing, and data minimization.
- **Technological Measures for Data Management:**
 - **Encryption:** Implement advanced encryption techniques to protect sensitive patient data both at rest and in transit.
 - **Data Deletion:** Establish protocols for the timely deletion of personal data once it has served its intended purpose.
 - **User Consent and Transparency:** Inform both Healthcare Service Providers (HCPs) and patients about data collection, usage, and retention practices.
- **Communication Protocol:** Both HCPs and patients should receive clear documentation regarding:
 - The encryption methods employed to protect their personal information.
 - The procedures for data deletion after it has fulfilled its intended purpose.
 - Their rights regarding access to their personal data and the ability to withdraw consent at any time.

7. Intellectual Property

The Platform and all its functionalities, including software, trademarks, and logos, are the exclusive property of UTFH.

HCP shall not use UTFH's intellectual property for any purpose other than those expressly permitted under this Agreement.

8. Confidentiality

Both Parties agree to keep confidential all information disclosed by the other Party in connection with this Agreement, whether marked as confidential or not.

Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing Party.

9. Termination

This Agreement may be terminated by either Party upon written notice to the other Party if:

- The other Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice of the breach.
- The other Party becomes insolvent or bankrupt.
- UTFH discontinues the Platform Services.

10. Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall be referred to arbitration in accordance with the Arbitration Act of Kenya.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Kenya.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

13. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, upon the first business day following deposit in the mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to UTFH:

Urban Tech for Hope Ltd.

Address: 3151-40100 Kisumu, Kenya

If to HCP:

Healthcare Service Provider Name:

Address:

or to such other address as either Party may designate in writing from time to time.

14. Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Urban Tech for Hope Ltd.

Title: Founder & CEO

Name: Joel Alex Olang

Joel Alex Olang

Signature:



Date:

Healthcare Service Provider Name

Title:

Name:

Signature:

Date:

Annex 1 – Definitions, Interpretation, Terms and Conditions

Definitions:

- **"Agreement"** refers to this M-Kliniki Platform Access Agreement, including all annexes.
- **"Platform"** means the M-Kliniki telemedicine platform developed by Urban Tech for Hope Ltd.
- **"HCP"** refers to the Healthcare Service Provider accessing the Platform.
- **"User"** refers to patients utilizing the Platform for healthcare services.
- **"Data Protection Act"** refers to the Kenyan Data Protection Act, 2019.

- **"Confidential Information"** includes all data shared between Parties that is not publicly available.

Rules of Interpretation:

1. The singular includes the plural and vice versa.
2. References to any statute or regulation include any amendments or re-enactments thereof.
3. Headings are for convenience only and do not affect the interpretation of this Agreement.

Terms and Conditions for UTFH Engagement with Healthcare Service Providers (HCPs) and Patients

i. Introduction

These Terms and Conditions govern the use of the M-Kliniki telemedicine platform ("Platform") provided by Urban Tech for Hope Ltd. ("UTFH") and the relationship between UTFH, Healthcare Service Providers ("HCPs"), and Patients ("Users"). By accessing or using the Platform, all parties agree to be bound by these Terms and Conditions.

ii. Data Protection and Privacy

UTFH is committed to protecting the privacy and security of all User and HCP data. The Platform complies with the Kenyan Data Protection Act, 2019, and all other applicable data protection laws and regulations.

- **Data Collection and Use:** UTFH collects and processes User and HCP data for the purpose of providing and improving the Platform Services, facilitating virtual consultations, and ensuring compliance with legal and regulatory requirements.
- **Data Security:** UTFH implements appropriate technical and organizational measures to protect User and HCP data against unauthorized access, disclosure, alteration, or destruction.
- **Data Sharing:** UTFH may share User and HCP data with third-party service providers who assist in providing the Platform Services, but only to the extent necessary and under strict confidentiality obligations.
- **User Consent:** UTFH obtains explicit consent from Users before collecting and processing their personal data. Users have the right to access, rectify, or erase their personal data at any time.

iii. Telemedicine Services

- **Nature of Services:** The Platform facilitates virtual consultations between Users and HCPs. These consultations may include medical history assessments, diagnosis, treatment recommendations, and referrals for physical tests or treatments.
- **Limitations:** Telemedicine services are not a substitute for in-person medical care in all cases. Users should seek immediate in-person medical attention in case of emergencies or urgent health conditions.

- **HCP Responsibilities:** HCPs are solely responsible for the quality and appropriateness of the healthcare services they provide through the Platform. They must adhere to professional standards and ethical guidelines at all times.

iv. **Payment and Fees**

- **Consultation Fees:** Users are responsible for paying the consultation fees charged by HCPs. The fees are displayed on the Platform and are subject to change at the discretion of the HCPs.
- **Payment Processing:** UTFH facilitates payment processing through various digital channels, including MPESA, debit/credit cards, and bank transfers. UTFH may charge a processing fee for certain payment methods.
- **Refunds:** Refunds for consultation fees are subject to the policies of the respective HCPs. UTFH is not responsible for processing refunds.

v. **Intellectual Property**

The Platform and all its content, including software, trademarks, and logos, are the exclusive property of UTFH or its licensors. Users and HCPs are granted a limited, non-exclusive, non-transferable license to access and use the Platform for its intended purposes.

vi. **Disclaimer of Warranties**

The Platform and its services are provided "as is" without any warranties of any kind, express or implied. UTFH does not warrant that the Platform will be uninterrupted or error-free, or that it will meet any particular requirements or expectations.

vii. **Limitation of Liability**

UTFH shall not be liable for any damages arising from the use of the Platform or its services, including but not limited to direct, indirect, incidental, consequential, or punitive damages.

viii. **Indemnification**

Users and HCPs agree to indemnify and hold UTFH harmless from any claims, losses, or damages arising from their use of the Platform or their breach of these Terms and Conditions.

ix. **Termination**

UTFH may terminate this Agreement or suspend access to the Platform at any time for any reason, including but not limited to breach of these Terms and Conditions or misuse of the Platform.

x. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Kenya. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the Kenyan courts.

xi. **Amendments**

UTFH may amend these Terms and Conditions at any time by posting the revised version on the Platform. Users and HCPs are responsible for reviewing the Terms and Conditions periodically for any changes.

xii. **Entire Agreement**

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

xiii. **Contact Information**

If you have any questions or concerns regarding these Terms and Conditions, please contact UTFH.

Annex 2 - Data Protection Compliance

Urban Tech for Hope Ltd. is committed to complying with the Kenyan Data Protection Act, 2019 through the following measures:

1. **Data Collection and Processing:**

- Personal data will be collected for specific, legitimate purposes and processed lawfully.
- Users will be informed about data collection purposes at the point of collection.

2. **Technical Measures:**

- **Encryption:** Advanced encryption techniques will be utilized to protect sensitive patient data both at rest and in transit.
- **Data Deletion Protocols:** Procedures will be established for timely deletion of personal data once it has served its intended purpose.

3. **User Consent Management:**

- Clear procedures will be implemented for obtaining user consent prior to data collection.
- Users will receive documentation regarding their rights under the Data Protection Act, including access and withdrawal of consent.

4. **Compliance with Article 31 of the Constitution of Kenya:**

- Acknowledgment of the right to privacy as enshrined in Article 31, ensuring all data handling practices uphold this right.

Annex 3 - Payment Processing Procedures

The payment processing procedures for consultations conducted through the M-Kliniki platform are as follows:

1. **Payment Gateways:**

- Payments can be processed through various gateways, including:
 - **Bank PayBill**
 - **Debit/Credit Cards**
 - **M-PESA PayBill**

2. **Disbursement Process:**

- Funds collected from consultation fees will be disbursed monthly to HCPs' bank accounts via NCBA Bank after deducting applicable fees.
- HCPs must complete the Urban Tech for Hope Provider Bank Details Form to facilitate timely payments.

Annex 4 - Consultation Fee Structure

The pricing model for consultations is detailed as follows:

1. **First Visit:**

- Patients will be charged based on current market consultation prices set by HCP.

2. **Subsequent Visits:**

- A discount of 10% will apply from the second visit onward.

3. **Tenth Visit:**

- After ten visits, consultation prices will remain at 10% of the original fee for all future consultations on the platform.

Annex 5 - Telemedicine Services Offered

The telemedicine services provided through the M-Kliniki platform include:

1. **Initial Consultations:**

- Patients can provide their medical history during initial assessments.

2. **Follow-up Services:**

- Follow-up consultations may include referrals to physical healthcare facilities for further screening or tests, which may incur additional charges not covered by the consultation fee.

3. **Limitations and Exclusions:**

- Certain services may not be available through telemedicine, such as invasive procedures or emergency care.

Annex 6 - Confidentiality Agreement

The confidentiality obligations are outlined as follows:

1. **Confidential Information:**

- All information exchanged between Parties that is marked as confidential or is inherently confidential must be treated as such.

2. **Obligations of Parties:**

- Parties agree not to disclose any confidential information to third parties without prior written consent from the disclosing Party.
- Confidentiality obligations shall survive termination of this Agreement.

3. **Exceptions:**

- Disclosure may be permitted if required by law or regulation, provided that prior notice is given to the other Party when feasible.

Annex 7 - Dispute Resolution Process

The process for handling disputes arising from this Agreement is as follows:

1. **Arbitration Procedures:**

- Any dispute arising out of or in connection with this Agreement shall be referred to arbitration in accordance with the Arbitration Act of Kenya.

2. **Notice of Dispute:**

- The aggrieved Party must provide written notice detailing the nature of the dispute before initiating arbitration proceedings.

3. **Arbitrator Selection:**

- The Parties shall mutually agree on a single arbitrator or refer to an arbitration institution if they cannot reach an agreement.

Annex 8 - Governing Law Details

This Agreement shall be governed by and construed in accordance with Kenyan law, ensuring compliance with local regulations, including but not limited to:

1. **Kenyan Constitution, Article 31:** This article guarantees the right to privacy, stating that every person has the right to privacy of their communication, information, and personal data. This foundational principle underpins all data protection regulations in Kenya.
2. **Data Protection Act, 2019:** This Act provides a framework for the protection of personal data in Kenya. It emphasizes key principles such as:
 - **Transparency:** Organizations must inform individuals about the collection and use of their personal data.
 - **Lawful Processing:** Personal data must be processed lawfully, fairly, and transparently.

- **Data Minimization:** Only data necessary for the intended purpose should be collected and processed.
3. **Health Act, 2017:** This legislation governs health services in Kenya and includes provisions for the confidentiality of patient information and the ethical delivery of healthcare services.
 4. **Telemedicine Guidelines by the Kenya Medical Practitioners and Dentists Council (KMPDC):** These guidelines provide specific regulations governing telemedicine practices, ensuring that healthcare providers maintain professional standards while delivering services remotely.
 5. **Electronic Transactions Act, 2016:** This Act facilitates electronic transactions and provides for the legal recognition of electronic signatures and records, which is crucial for telemedicine services that rely on digital communication.
 6. **Consumer Protection Act, 2012:** This Act protects consumers' rights in transactions, including those conducted through telemedicine platforms, ensuring fair treatment and transparency in service delivery.

Annex 9 – Prohibition of Bribery and Adherence to Legal Requirements

All parties involved in the M-Kliniki platform, including but not limited to, M-Kliniki, healthcare providers, pharmacies, and riders, shall conduct themselves in an ethical and transparent manner, adhering to all applicable Kenyan laws, including but not limited to the Bribery Act, 2016 and the Anti-Corruption and Economic Crimes Act, 2003. Any act of corruption, bribery, or fraudulent activity will be subject to legal action and may result in termination of services and other appropriate penalties.

15. M-Kliniki Rider Services

15.1 Platform Services Expansion UTFH provides additional services through M-Kliniki Riders to support and enhance healthcare service delivery. Riders are integral to the Platform's ecosystem, facilitating medical supply delivery, and support services.

15.2 Rider Responsibilities

a) Medical Supply Delivery

- Ensure prompt and secure delivery of medical supplies, medications, and diagnostic test results to patients' designated addresses
- Maintain the integrity and confidentiality of medical packages
- Follow strict protocols for handling and transporting medical items

b) Compliance and Professional Conduct

- Adhere to all M-Kliniki guidelines, protocols, and professional standards
- Protect patient privacy and confidentiality
- Maintain required insurance and vehicle certifications

15.3 Payment and Incentive Structure

a) Compensation

- Riders receive a base rate for each delivery or patient transportation service
- Performance-based incentives are provided for exceptional service
- Referral bonuses of 10% of biweekly income for successfully referring other riders, pharmacies, or healthcare providers to the platform

15.4 Platform Access

- Riders will be granted limited access to the M-Kliniki platform i.e., joining and service delivery related functions
- Real-time communication tools will be provided to coordinate assignments
- Comprehensive training and support will be offered to ensure effective service delivery

15.5 Liability and Insurance

a) Rider Responsibilities

- Maintain adequate personal vehicle and liability insurance
- Comply with local transportation and healthcare service regulations

b) UTFH Liability Coverage

- UTFH will provide supplemental liability insurance for specific platform-related services

15.6 Performance Monitoring

- Rider performance will be regularly evaluated based on:
 - Delivery timeliness
 - Package handling
 - Patient interaction and care
 - Compliance with platform guidelines

15.7 Termination of Rider Services

UTFH reserves the right to terminate a Rider's access to the platform for:

- Repeated violations of platform guidelines
- Compromising patient safety or confidentiality
- Fraudulent activities
- Consistent poor performance

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date Herein indicated.