

Strictly Confidential

November 2023

MAXICARE HEALTHCARE CORPORATION
Maxicare Tower
203 Salcedo Street, Legaspi Village
Makati City

Attention: BONIE ANN MAE F. BAGA / SHEARA M. SALVADOR

Thru: MGS INSURANCE AGENCY SERVICES, INC.

Subject: MEMBER CONSENT

Gentlemen:

In reference to my and/or my dependent/s' healthcare plan procured by the Company, I hereby certify that I and my dependent/s have read and understood the Summary of Coverage and Benefits of the Service Agreement executed by Maxicare Healthcare Corporation ("Maxicare") and the Company including all procedures, benefits, exclusions, limitations and conditions contained therein, and agree to be bound thereby. Furthermore, by availing the services of Maxicare, I and my dependent/s acknowledge and agree to abide by all the membership terms and conditions published via Maxicare website at <https://maxicare.ph/member-terms>.

In executing this document and in affixing my signature hereto, I confirm that:

1. I agree and understand that in the course of providing services to me or my dependents, Maxicare shall engage the services of, and/or interact with, other third parties, such as, but not limited to the Department of Health, Philippine Health Insurance Corporation, the national and local government and other relevant government agencies who may require information relative to my health condition (past or present), its parent Maxicare's company, affiliated companies, subsidiaries, financial advisors, affiliated third parties or independent/non-affiliated third parties and service providers, whether local or foreign (collectively referred to as "**Representatives**").
2. I and my dependent/s agrees and understands that, at the time of the effectivity of the Agreement and the effectivity of coverage of his membership, Maxicare has obtained from the Member and his Dependents the Member and his Dependents the required consents pursuant to Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, including its Implementing Rules and Regulations and other issuances of the National Privacy Commission (collectively, the "**Data Privacy Laws**") authorizing Maxicare and its Representatives, the Company and any of their stockholders, directors, officers, employees, agents, brokers or representatives (collectively, the "authorized representatives") to:
 - a. Obtain, examine, process, collect, record, organize, store, update or modify, retrieve, consult, use, consolidate, block, erase, destroy or do any operation or set of operations (collectively "process" / "processing") the Member's and his Dependent/s' personal information, including sensitive personal information and privileged information, medical records, or any other information or material, i.e., picture, video and voice recording, fingerprints, CCTV and etc., (collectively "personal data") relative to the Member and his Dependents' application and membership with Maxicare, availment of the Services, hospitalization, consultation, and treatment or any medical advice in connection with the benefit/claim availed under the Agreement, as may be deemed necessary by Maxicare. Except as otherwise stated in this T&Cs, any personal data obtained relative to the authority herein given shall be kept strictly confidential. The extent of the processing of the Personal Data shall be limited to what is necessary, appropriate or incidental to the performance of the Services contemplated in the Agreement.
 - b. Process and disclose such Personal Data to Maxicare and its Representatives, the Company, and their authorized representatives as well as relevant government agencies in compliance with the Republic Act No. 11223 otherwise known as the "Universal Health Care Act", its Implementing Rules and Regulations, Republic Act No. 11332 otherwise known as the "Mandatory Reporting of

Notifiable Diseases and Health Events of Public Health Concern Act” and other relevant issuances of the Department of Health and/or Philippine Health Insurance Corporation, and any amendments to such laws, rules, regulations and issuances for any legitimate business purpose as Maxicare may deem appropriate, including but not limited to outsourced processing of Maxicare transactions, billing of co-pay arrangements or Administrative Services Only (ASO), lifestyle and rewards partners/providers, profiling or historical statistical analysis, providing advice or information which Maxicare, its Representatives and their authorized representatives believe may be of interest to the User/Member or the Company, to effectively administer or manage my account, enhance customer services, or to communicate with me for any marketing purposes.

For clarity, processing would include both manual and automated handling, storage and transfer of personal data using various means and methods whether physical or electronic (via information and communications systems employed by Maxicare and its Representatives).

3. I have been duly authorized by my dependent/s to sign and execute any and all documents and make representations for and in his/their behalf as if the same were personally done by him/them.
4. I agree and understand that Maxicare may, if qualified based on the results of my medical examinations and/or any medical record, enroll me to Maxicare’s Best Life Wellness Program whereby my medical condition will be systematically managed through a series of activities and initiatives.
5. I hereby warrant that we understand our rights and obligations pursuant to the Data Privacy Act Mandatory Reporting of Notifiable Diseases and Health Events of Public Health Concern Act, and Universal Healthcare Act, their respective implementing rules and regulations, and related issuances, and its implementing rules and regulations. I and my dependents understand that we retain the right to: be informed, to object, to access, to complain, to rectify, to request for filtering of certain information and to corresponding damages in case of violation of our rights within the corresponding limitations as set forth in the pertinent laws.
6. I and my dependents hereby represent that, in order to provide the services contemplated in the Agreement, the authorities herein provided shall be valid and existing during the term of the Agreement, including any extensions thereof, and until necessary for the establishment, exercise or defense of any claims arising from the said Agreement.
7. I and my dependents hereby agree to hold Maxicare and its Representatives free and harmless from and against any and all suits or claims, actions, or proceedings, damages, costs and expenses, including attorney’s fees, which may be filed, charged or adjudged against Maxicare or any of its directors, stockholders, officers, employees, agents, or Representatives in connection with or arising from the use, processing and disclosure by Maxicare or its Representatives of the aforementioned information pursuant to Maxicare reliance on my and my dependent’s representation and warranty that Maxicare, the Company, and their representatives have the authority to examine, use, process, store, share, or disclose, as the case may be, said information for the above-mentioned purposes.

For any general membership inquiries and concerns (dependent enrollments, benefits among others), you may address them to customercare@maxicare.com.ph

Maxicare reserves the right to amend the Membership Terms and Conditions at any time without need of prior notice or approval, and any queries related to the terms and conditions may be addressed to dpo@maxicare.com.ph.

Please select:

- I consent to both the ACU and Best Life Wellness Program as laid above.
- I consent only to the ACU Program as laid above.

Very truly yours,

(Printed Name & Signature)
Principal Member