



VIP Subscriber Agreement

Preamble

The Subscriber has a right to receive the Services described in this VIP subscriber agreement, subject to the terms and restrictions below, as long as it pays the subscription fee, and the VIP subscriber agreement is in effect when receiving the Services in practice.

The VIP subscriber agreement is written in the singular masculine and also refers to the plural and to the feminine, unless expressly stated otherwise.

Definitions

In this VIP subscriber agreement, the terms appearing below have the meaning set beside them:

1. **The Subscriber:** any person for whom the subscription fee has been paid, and who is listed in the list of subscribers the Company has received.
1. **The Company:** Ginger Well
2. **The Subscription Fee:** the monthly fee in return for the subscription for the right to receive the Services according to this VIP subscription agreement.
3. **The Service/the Services:** the services listed below in this VIP subscription agreement, according to the terms and exceptions in the agreement.
4. **The Service Fee:** the amounts the Subscriber must pay himself as a condition for receiving the Service in practice. The Service Fee will be paid directly to the vendors or to the Company, at the Company's instruction.
5. **A General Practitioner:** a physician who has been authorized to practice medicine by the competent authorities in Israel, who is listed as a valid license holder on the Ministry of Health website, according to the applicable regulations in Israel.
6. **A Specialist:** an intern who has completed the Stage A of the specialty examinations or a physician who has been authorized to practice a particular medical specialty by the competent authorities in Israel, whose name is listed as a valid specialist physician license holder on the Ministry of Health website, according to the applicable regulations in Israel.
7. **A Psychologist:** a person who is listed as a psychologist in the Ministry of Health Register of Psychologists in accordance with the Psychologists Law, 5737-1977, or a psychotherapist with recognized qualifications in Israel.



8. **Vendors:** various vendors with whom the Company has contracted to provide the Services to the Subscriber pursuant to this VIP subscription agreement, all according to their specialty, licenses, or required qualifications under the applicable regulations in Israel.
9. **The Subscription Period:** the period during which the Subscriber has a right to receive the Services, starting on the date the Company and the entity that paid the Subscription Fee and entered into contract with the Company agree on, and terminated by the Subscriber or the Company, according to the terms of this agreement. The eligibility to receive the Services in practice applies only throughout the Subscription Period, and one may not make a future appointment after the end of the Subscription Period or retroactively cancel it.
10. **The Application:** the GINGER application, operated by the Ginger Company, and used, among other things, to receive Services pursuant to this VIP subscription agreement.
11. **The Call Center:** a phone number the Company will operate for the Subscribers, that Subscribers may use to call to receive Services from the Vendors.
12. A **“Weekday”**: Sundays to Thursdays, not including holidays, eves of holidays, or sabbaticals.

Description of the Services:

1. Consultation with a General Practitioner by Telephone

- 1.1. The Service is available 24 hours a day, year-round, not including Yom Kippur, from 2 p.m., to two hours after the end of the fast.
- 1.1. No Service Fee will be charged for this Service.
- 1.2. The Service will be provided by telephone, within two hours of the Subscriber's call to the Call Center, unless the Subscriber asks to schedule a later consultation call.
- 1.3. In providing the Service, Company representatives will select a physician from among the Company's physicians on standby, and the Subscriber may consult the physician on various subjects. At the end of the consulting session, the Subscriber may receive a subscription for continued pharmaceutical care or a referral to the emergency room by fax or email.
- 1.4. Note that the prescription, if given, is a private prescription, sent as a digitally signed copy. Pharmacies will order it according to the Ministry of Health procedures, and the Subscriber alone must pay for the pharmaceuticals.

2. Consultation with a Specialist by Telephone

- 2.1. The Service is available on Weekdays, between 8 a.m. and 8 p.m.
- 2.2. The Service Fee due to each consultation call is ILS 250.
- 2.3. The Service will be provided by telephone, up to one business day of the Subscriber's call to the Call Center, and unless the Subscriber asks to schedule a later consultation call.
- 2.4. In providing the Service, Company representatives will choose a Specialist with the main specialty (e.g., orthopedics, surgery, and so on), out of the Company's specialists reserve. To the extent available, they will choose a physician with the relevant sub-specialty (e.g., orthopedics of the hand, chest surgery, and so on) to the Subscriber's medical need. During the call, the Subscriber may consult the physician on various subjects, and at the end of the consultation session, he may receive a prescription for continued pharmaceutical care or a recommendation for other tests or treatments.



- 2.5. Note that the prescription, if given, is a private prescription, sent as a digitally signed copy. Pharmacies will order it according to the Ministry of Health procedures, and the Subscriber alone must pay for the pharmaceuticals.

3. Consultation with a Psychologist by Telephone

- 3.1. The Service is available on Weekdays, between 8 a.m. and 8 p.m.
- 3.2. The Service Fee for each consultation call is ILS 200, not including the first call, the Service Fee on which is ILS 250.
- 3.3. The Service will be provided by telephone, up to one business day of the Subscriber's call to the Call Center. The first phone call with the Psychologist will serve, among other things, as a preliminary call during which the Psychologist will advise the Subscriber on a future therapeutic program.
- 3.4. Within the Service, the Subscriber may consult with a Psychologist up to six times a year in up to 45 minutes long phone calls, to be scheduled at convenient times for the Subscriber and for the Psychologist.
- 3.5. At the Subscriber's request, the Subscriber may consult with the Psychologist above the service quota, for a full fee, as the Company might determine from time to time.

4. Home Visit

- 4.1. The Service is available 24 hours a day, year-round, not including Yom Kippur, from 2 p.m., to two hours after the fast.
- 4.2. The Service will be provided up to three hours of the Subscriber's call to the Call Center, unless the Subscriber asks to schedule a later visit.
- 4.3. The Service Fee for each visit is ILS 200.
- 4.4. Within the Service, a General Practitioner will examine the Subscriber, at the address the Subscriber asks to be examined in, as long as it is possible to perform the examination in a customary private setting. The Subscriber may receive a prescription for further pharmaceutical care or an emergency room referral.
- 4.5. Note that if a prescription is given, it is a private prescription, and the Subscriber alone is to pay for the pharmaceuticals.
- 4.6. Home visits are only provided in Israeli territory or in Israel-controlled occupied territories.
- 4.7. In the unusual case that the Vendor is unable to provide the Subscriber with the Service within reasonable time, the Vendor will inform the Subscriber of this and the Subscriber may receive one of the Services below, at the Subscriber's choice:
 - 4.7.1. Receipt of the medical service from any other entity, including another vendor, medical center, or emergency room, after obtaining the Call Center's permission before reaching out to a different vendor.
 - 4.7.2. Receiving the Service by telephone consultation with a physician on behalf of the Vendor.
 - 4.7.3. If the Subscriber chooses to receive the Service from another entity, as stated above, the Company will reimburse the Subscriber for no more than ILS 100, within 30 days of submitting a receipt attesting to that payment. If the Subscriber appeals to be reimbursed from another entity, a reimbursement will be made according to the difference that the other entity has not paid, up to the above-mentioned ceiling.

5. Drawing Blood

- 5.1. The Service is provided only to adult (18 and older) on Weekdays, between 6 a.m. and 11 a.m., and will be provided within one business day of the Subscriber's call to the Call Center



and sending the referral, as long as the lab's confirmation is received by that time, as stated in Section 5.4.

- 5.2. The Service Fee for any Subscriber blood withdrawal is ILS 150.
- 5.3. Within the Service, the Subscriber is entitled to a blood withdrawal from the vein or a urine test at the address the Subscriber asks to receive the Service at, and to have the test tubes delivered to a laboratory of the Company's choice.
- 5.4. To receive the Service, the Subscriber must send the Company the referral to perform the lab tests, and the Service will be scheduled only after the lab to which the blood will be delivered confirms that it is possible to perform the tests at the site the Subscriber has asked for without diminishing the sample quality.
- 5.5. Note that the Subscriber must pay the laboratory for the actual performance of the tests.

6. Help Setting Appointments with Specialists

- 6.1. Within the Service, the Company will help make timely appointments with Specialists, according to the Subscriber's needs.
- 6.2. The Subscriber will pay the Specialist for the examination.

7. Help Making Imaging Tests Appointments

- 7.1. Within the Service, the Company will help schedule timely imaging tests, according to the Subscriber's needs, subject to a referral.
- 7.2. The Subscriber may submit a Form No. 17 from the *kupat cholim* to the Company, to arrange the timely appointment, while the *kupat cholim* pays for the examination, or pay for the test out-of-pocket.

8. A Medical Roadmap:

- 8.1. Within the Service, the Subscriber is eligible for an initial outline of the recommended therapeutic options, initial referrals to Specialists, and as necessary, help and guidance in exercising the relevant private insurance policy.
- 8.2. The Service is available on Weekdays, between 8 a.m. and 5 p.m.
- 8.3. No Service Fee will be charged for this Service. To receive the Service, the Subscriber will submit up-to-date medical documents of his medical condition or any other document, as required to provide the Service.
- 8.4. This is not a professional consultation by a physician, and it is provided according to statistics, information from insurance companies, and various publications.
- 8.5. This is not a legal service.

9. Information and Reminder Services

- 9.1. Within the Service, the Subscriber is eligible to be reminded of the recommended and preventive medical examinations, according to different parameters submitted to the Company when the Subscription Period began, including age, sex, and medical background.
- 9.2. The Subscriber may terminate the reminder services at any point by written notice to the Company.
- 9.3. The Service is available on Weekdays, between 8 a.m. and 8 p.m.



10. Consultation with a Physical Therapist by Telephone

- 10.1. The Service will be given on Weekdays through an outside service provider, as the Company determines from time to time, that the Subscriber will be referred to.
- 10.2. Within the Service, the Subscriber may consult with a physical therapist to receive initial guidance on the recommended further treatment.
- 10.3. If the physical therapist recommends physical therapy or AposTherapy, the Subscriber may receive them through the outside service provider for a service fee the outside service provider will determine and inform the Subscriber of in advance.

1. Nutrition

- 1.1. The Service will be given on Weekdays through an outside service provider, as the Company determines from time to time, that the Subscriber will be referred to.
- 1.2. The Service Fee for this Service will be set according to the program the Subscriber chooses:
 - 1.2.1. The group program: ILS 320 month for six months.
 - 1.2.2. The one-on-one program: ILS 390 month for six months.
 - 1.2.3. The Subscriber must choose the desired program in advance and may not change it throughout the period.
- 1.3. Within the Service, the Subscriber may benefit from a package of services at beneficial terms, according to the program he chooses:
 - 1.3.1. The group program:
 - 1.3.1.1. A preliminary examination, a designated customized nutrition program app
 - 1.3.1.2. Ten group sessions with clinical dietitian
 - 1.3.1.3. Group support in a private WhatsApp group
 - 1.3.1.4. Recipes and general content
 - 1.3.2. The one-on-one program:
 - 1.3.2.1. A preliminary examination, a designated customized nutrition program app
 - 1.3.2.2. Four one-on-one sessions with a clinical dietitian
 - 1.3.2.3. One-on-one support on WhatsApp
 - 1.3.2.4. Recipes and general content

2. Condition Management

- 2.1. The Service will be given on Weekdays through an outside service provider, as the Company determines from time to time, that the Subscriber will be referred to, according to the service provider's work hours.
- 2.2. The Subscriber will enjoy and ILS 1,000 discount on the price of the service provider to whom he was referred.
- 2.3. Within the Service, the service provider will give the Subscriber customize medical information and individual telephone support through serious illnesses through a personal medical supporter, including, among other things, meetings with the personal medical supporter, forming a practical therapeutic program and implementing it, on clinical, economic, social, and bureaucratic issues.
- 2.4. The Service will last up to two months of its start date, comprising of up to 15 support hours a month.
- 2.5. The Company or service provider may not provide the Service in the unusual case that the condition the Subscriber suffers from does not enable optimal assistance in this way.

3. Clinical Research Finding



- 3.1. The Service is available on Weekdays through an external service provider, Trial Jectory, that the Subscriber will be referred to (below in this Section: the “Service provider”).
- 3.2. The Service is given free of charge.
- 3.3. The Service is only available to oncological patients who are interested in finding clinical trials in one of these types of cancer:
 - 3.3.1. Bladder
 - 3.3.2. Breast
 - 3.3.3. Brain
 - 3.3.4. Colon
 - 3.3.5. Uterine
 - 3.3.6. Lung
 - 3.3.7. Rectum
 - 3.3.8. Bladder
 - 3.3.9. Melanoma
 - 3.3.10. MDS
 - 3.3.11. MPN (Myelofibrosis - MF)
 - 3.3.12. MPN - (Essential Thrombocythemia - ET)
 - 3.3.13. MPN - (Polycythemia Vera - PV)
 - 3.3.14. Multiple Myeloma
- 3.4. Within the Service, Trial Jectory will guide and help the Subscriber find suitable clinical trials for oncological patients, including a preliminary conversation with a physician on behalf of the Service Provider. After the conversation, the Subscriber may receive additional data from the Service Provider, including inquiries into optional treatments, personalized innovative treatments, and figures on similar patients.

4. Help Filing Medical Claims

- 4.1. The Company will provide the Subscriber with support and guidance in filing medical claims and filling in forms according to the health insurance policy the Subscriber has with the employer, on multiple channels.
- 4.2. Help filing simple ambulatory claims through the Application, including guidance, training, assistance, and handling filing the claim.
- 4.3. Help filing complex medical claims (including, but not limited to, surgeries, alternatives to surgery, out-of-basket pharmaceuticals, and so on) through a designated email address, after gathering all necessary documents to effectively handle the claim.
- 4.4. This is not a legal service.

5. An Insurance Roadmap

- 5.1. The Service is available on Weekdays, between 8 a.m. and 5 p.m.
- 5.2. Within the Service, the Subscriber will receive consulting from the Ginger Insurance Agency, including a review of the current insurance portfolio, an explanation of the coverages the Subscriber has, recommendations and modifications to change the insurance portfolio, and so on.
- 5.3. The Service is conditioned on the Subscriber’s consent that the insurance agency receives information on the existing portfolio from Har Bituach and from the Pension Clearinghouse, subject to the Subscriber’s permission and pursuant to the law.

6. Explanation of Eligibility for Medical Services from the *Kupat Cholim*



- 6.1. Subject to receiving information on the *kupat cholim* membership plan, the Company will help the Subscriber receive a general explanation of his eligibility for medical services through the *kupa* or for reimbursements for private medical services.
- 6.2. Note that this is not legal advice, and the information the Subscriber will receive is based on the regulations the *kupat cholim* publishes from time to time.



Material Conditions for Receiving Services According to This Subscription Document:

1. The right to receive the Service according to this subscription document is individual, and the Subscriber may not transfer it to another.
2. All payments in this subscription document include the applicable VAT.
3. The Subscriber must contact the Call Center on any matter relating to receipt of Services according to this subscription document, and act according to its instructions and the provisions stated below in this subscription document.
4. **The Services this subscription document concerns will be provided by Vendors who have an arrangement with the Company as of the time the Subscriber contacts the Call Center, and the Subscriber is not eligible to be reimbursed for Services provided by other service providers or at a surplus cost as a result of the Subscriber contacting a service provider with such an arrangement without first contacting the Call Center.**
5. It is expressly clarified that where the subscription document states that the Services are provided by telephone and they will be provided without meeting the Vendor face-to-face, subject to the Vendor's professional discretion on the possibility of providing the Services through a phone call without examining the Subscriber or meeting him in person.
6. Note that these are not emergency services, and they are not an alternative to a face-to-face consultation wherever it is required.
7. The Call Center is available for Subscriber calls for Services 24 hours a day, year-round, except 2 p.m. on the eve of Yom Kippur to two hours after the fast.
8. **The Services do not include an expert opinion for the purpose of future or pending legal proceedings.**

The Subscription Period and Termination

1. The Subscriber is eligible for the Services stated in the VIP subscriber agreement from the date stated in the sign-up form, as long as he pays the subscription fee.
2. The subscription fee is monthly.
3. The Subscription Period is at least six months (below: the "First Period"), and it renews automatically for six more months (below: the "Second Period"). After the Second Period, the subscription will be renewed for six months (below: the "Additional Periods") at the time, unless either party asks to terminate the subscription.
4. Subscription Termination:
 - 4.1. The subscription may not be terminated during the initial period.
 - 4.2. If either party wishes to terminate the subscription during the Second Period or the Additional Periods, they may do so by a 30-day written notice.
 - 4.3. In the event of termination, the Subscriber will pay the subscription fee until the end of the calendar month in which the termination is made in practice.

Miscellaneous

1. Receipt of the Services during military service: During military service (regular, reserve, or permanent), the Subscriber is subject to the military's instructions and orders, that vary from time to time and might limit or prevent the Subscriber's access to medical care through medical entities outside the military during his military service. This might affect the ability to exercise the Subscriber's rights according to the terms of this subscription document. Military authorities have information on the military's instructions and orders, that vary from time to time, as stated above.



Whenever the Subscriber is in the military, he must seek information on the existence of such instructions and orders.

2. The liability for the quality of the Services provided according to this subscription document or for negligence, professional or otherwise, applies to the service provider who served the Subscriber in practice, and the Company is in no way liable for negligence, professional or otherwise, or for any personal injury or property damage, loss, or any other type or kind of consequence the Subscriber or any other person might suffer because of the Services, whether because of an act or an omission, and whether the harm is direct or indirect.
3. Thwarting: If a Vendor's operation or a significant part of it is diminished by a war, a general draft, a mutiny, labor disputes, riots, forces of nature, earthquakes, force majeure, or any other factor outside the Vendor's control, the terms of this subscription document, or any part thereof that the Vendor or the actual service provider are unable to perform, will be suspended for the duration of the disturbance.

If an insignificant part of the service provider's facilities is damaged, only the Services diminished throughout the disturbance period will be suspended. In case of a localized military incident, Services will not be provided in the incident area at that time.

4. Medical privacy: The Subscriber knows that he must make sure that he is making the appeal through a secured communication line, and that if he fails to do so, the exchanged information might be exposed. The Subscriber knows that he must look after the medical information he gives and make sure other people, who might be in the room with him or around him, or might access the information systems, cannot see it, and that he alone is responsible to prevent any such information exposure. At the end of each use (completely or temporarily), the Subscriber alone is responsible to remove the information or identifying information and any other datum he used, that might lead to an unauthorized access to the information, from the device used (computer or mobile phone).
5. Jurisdiction: Only the court of competent jurisdiction to discuss the dispute in Israel may discuss any dispute between the parties in connection with this subscription document, and the preceding will be administered according to Israeli law.