



CareKonnnect™ Pilot Partnership Agreement (MOU)

Between:

LexMedical Services Ltd (“Platform Owner”).

and

_____ (**“Partner” or “Multi-Practice Partner”**)

Preamble

Registered Office: **11, Folasade Awe Street, Lekki Lagos**

Email: **info@lexmedical.net | partnerships@lexmedical.net**

Website: www.lexmedical.net

Registered in Nigeria under the Companies and Allied Matters Act (RC No. 2006063)

1. Purpose

This Agreement defines the framework for a Pilot Partnership between LexMedical Ltd and the Partner to evaluate the CareKonnnect™ Platform for virtual and hybrid healthcare delivery. The pilot allows the Partner to experience the platform’s functionality, user interface, and workflow benefits prior to full commercial onboarding.

LexMedical will absorb all infrastructure, hosting, and compliance costs during the pilot period — no financial commitment is required from the Partner.

2. Pilot Duration, Readiness, and Seamless Transition

Setup and Readiness (10 Days):

Upon signing this Agreement, LexMedical shall initiate platform setup and readiness activities for up to **10 days**, which include KYC verification, branding configuration, onboarding of designated users, and technical validation. During this period, the Partner shall provide all required documentation, access information, and support necessary for full activation.



Pilot Phase (30 Days):

The active Pilot shall run for **30 consecutive days** following completion of the setup phase. The scope includes live consultations, workflow testing, patient engagement, and structured feedback collection. LexMedical shall provide full operational support and performance monitoring throughout this period.

Mid-Pilot Transition Preparation (Day 15):

At approximately the 15th day of the Pilot, LexMedical shall share a **draft of the CareKonnnect™ Multi-Practice Partner Participation Agreement (PPA)** with the Partner for review and internal consideration. This ensures adequate time for discussion and readiness for transition at the close of the Pilot.

Transition at Pilot Completion (Day 30):

Provided the Pilot demonstrates satisfactory performance and the PPA has been reviewed and mutually accepted, both parties shall execute the PPA to enable **seamless transition** to full commercial participation **without interruption of platform access**.

Where the Partner elects not to proceed, written notice must be given before the conclusion of the Pilot. In such a case, platform access shall be deactivated and all relevant data archived in accordance with LexMedical's Data Retention Policy.

3. Roles and Responsibilities

LexMedical Ltd:

- Provide platform access, support, and hosting.
- Maintain NDPR/NDPA-compliant data protection.
- Monitor performance and provide support.

Partner:

- Provide accurate KYC information.
- Test the platform in good faith.
- Maintain ethical and professional conduct.
- Protect patient confidentiality.



4. KYC and Verification Requirements

Before onboarding, the Partner shall submit the following:

- **CAC Registration Documents** (Form CAC 1.1 or CAC 7/Status Report)
- **Practice Operating License** (Hospital/Clinic/Facility license)
- **Valid ID of Authorized Representative** (NIN, Passport, or Driver's License)
- **List of Associated Practitioners** (names and license numbers) – *for internal verification only*
- **Official Email and Business Phone Number**

LexMedical reserves the right to verify all documents and may suspend access where information is incomplete, inaccurate, or unverifiable. All KYC data will be processed in accordance with NDPR/NDPA standards and stored securely.

5. Data Protection and Ethical Use

All data collected during the pilot will be used solely for evaluation, service optimization, and regulatory compliance. LexMedical acts as data processor; the Partner and patients remain data owners. Multi-Practice Partners shall not export, disclose, or misuse data. LexMedical will notify the Partner and NDPC within 72 hours of any material data breach.

6. Commercial Transparency (Post-Pilot Terms)

Upon transition to the Multi-Practice Partner Participation Agreement (PPA), the following commercial terms shall apply exclusively to multi-practice or facility-based partners:

Billing Model:

LexMedical charges only on platform-enabled transactions, whether from existing patients or new patients routed through CareKonnnect™.



Fee Structure:

- 1.5% of the consultation/service revenue
plus
- ₦200 flat platform fee per completed transaction

Minimum Billing Rule:

Where the calculated 1.5% component is less than ₦2,000, LexMedical shall charge only the ₦200 flat fee.

Partner Earnings:

All remaining revenue after the above deductions is retained by the Partner. LexMedical does **not** take any percentage based on the Partner's pricing model beyond what is stated above.

Scope of Billable Transactions:

The fee applies to:

- Consultations booked through the platform
- Follow-up sessions scheduled via the platform
- Procedure bookings initiated online
- Digital walk-ins and self-scheduled appointments

Transparent Commitments:

- No revenue share on non-platform walk-ins
- No requirement to change existing clinic pricing
- No administrative fee for adding multiple practitioners
- No infrastructure or hosting cost for the Partner during the pilot (or thereafter except as stated)

VAT applies **only** to LexMedical's service fee.



7. Practitioner Access & Sub-Account Management

The Partner may onboard multiple practitioners under its facility profile. Each practitioner shall maintain their own professional license and operate under the Facility's umbrella domain.

LexMedical shall provide secure sub-accounts, role-based access, and audit trails to ensure compliance, accountability, and proper service attribution.

8. Pilot Evaluation and Feedback Criteria

The success of this Pilot shall be measured by the Partner's overall experience, operational reliability, and readiness for commercial transition rather than by flawless technical performance.

LexMedical acknowledges that during the pilot, **minor technical or operational issues may occur** as part of system optimization. Such incidents, when promptly resolved and not materially disruptive to consultations, shall be treated as **normal aspects of pilot fine-tuning rather than service failures**. All identified issues will be documented and addressed as part of LexMedical's continuous improvement process.

Key Evaluation Parameters:

- Platform stability and uptime (target $\geq 95\%$)
- Multi-Practice Partner experience and workflow efficiency
- Consultation volume, completion rates, and engagement levels
- Responsiveness of technical support
- Quality and transparency of user feedback

9. Feedback and Marketing Rights

To encourage meaningful participation, LexMedical may provide limited incentives to selected users who share genuine insights through surveys, interviews, or testimonials during or after the Pilot.

Incentives may include digital vouchers, service credits, or short complimentary extensions of platform access.



Any testimonial or case study derived from such feedback shall be used for marketing or educational purposes only with the Multi-Practice Partner's prior written consent.

Both parties agree that this Pilot represents a collaborative learning phase aimed at ensuring operational, clinical, and technical readiness for full commercial participation under the CareKconnect™ Multi-Practice Partner Participation Agreement (PPA).

10. Liability and Limitation

LexMedical shall not be liable for clinical outcomes, prescription errors, or patient-related disputes during the pilot. The Partner remains responsible for all medical acts under the use of provided credentials. LexMedical's liability is limited to direct technical failures attributable to negligence.

11. Confidentiality and Non-Disclosure

For the purpose of this Agreement, "Confidential Information" includes all business, technical, operational, financial, and proprietary information shared during the pilot, including platform design, pricing, analytics, or patient data.

Each party shall:

- Maintain confidentiality and use information solely for this pilot.
- Not disclose to third parties without consent.
- Limit access to staff directly involved in the pilot.
- Exercise reasonable care to protect confidential information.

Exclusions apply for information that is public, previously known, independently developed, or legally required to be disclosed (with notice).

These obligations survive for 2 year after pilot completion. Each party must return or securely destroy confidential materials upon termination unless retention is required by law.



12. Termination

Either party may terminate this pilot with 7 days' written notice. Immediate termination applies for unethical conduct, data breaches, or false information. All platform access will be revoked upon termination.

13. Governing Law and Dispute Resolution

This Agreement is governed by the Laws of the Federal Republic of Nigeria. Disputes shall be resolved through Negotiation → Mediation → Arbitration, with venue in Lagos, Nigeria.

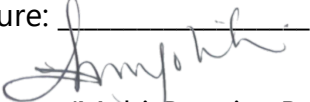
14. Signatures

Signed on this ___ day of _____ 2025

For LexMedical Ltd:

Name: Akin Alayoku

Title: Founder/V.Chairman

Signature: 

For Partner/Multi-Practice Partner:

Name: _____

Designation: _____

Signature: _____

Notice:

This document is issued by **LexMedical Ltd**, a registered Nigerian health-technology company.

The content herein is for information and pilot participation purposes only. Official execution (signing) will occur after partner verification and approval.



Annex A — Preliminary KYC Information (Pilot Stage)

The following basic information is required to verify the Partner’s identity and eligibility to participate in the CareKonnnect™ Pilot Program. All data collected shall be used solely for onboarding, communication, and compliance under NDPR/NDPA guidelines. Sensitive financial or regulatory data (e.g., BVN, bank details, TIN) will be requested only at the full onboarding stage (PPA).

#	Required Information / Document	Partner’s Entry / Attachment	LexMedical Verification (Internal Use)
1	Full Name (as per MDCN / CAC Registration)	_____	<input type="checkbox"/> Verified <input type="checkbox"/> Pending
2	Professional License / Practice Certificate No.	_____	<input type="checkbox"/> Verified <input type="checkbox"/> Pending
3	Attach Copy of License / Qualification Proof	<input type="checkbox"/> Attached <input type="checkbox"/> Not Attached	<input type="checkbox"/> Verified <input type="checkbox"/> Pending
4	Practice / Facility Name	_____	<input type="checkbox"/> Verified <input type="checkbox"/> Pending
5	Practice Address	_____	<input type="checkbox"/> Verified <input type="checkbox"/> Pending
6	Contact Email	_____	<input type="checkbox"/> Verified <input type="checkbox"/> Pending
7	Contact Phone Number	_____	<input type="checkbox"/> Verified <input type="checkbox"/> Pending
8	Identification (NIN and/or Int’l Passport), Utility Bill	<input type="checkbox"/> Attached <input type="checkbox"/> Not Attached	<input type="checkbox"/> Verified <input type="checkbox"/> Pending
9	Signature and Date	Signature/Date: _____	<input type="checkbox"/> Verified <input type="checkbox"/> Pending

Declaration

I, the undersigned, confirm that the information provided above is accurate and that I voluntarily consent to its use for pilot participation and communication purposes, in compliance with NDPR and LexMedical’s privacy policy. I understand that further KYC may be required before full onboarding or payment activation.

Name: _____

Signature: _____ Date: _____



Annex B — Feedback Participation & Consent Form

This form enables participating Multi-Practice Partners to share feedback or testimonials during or after the Pilot, and to consent to their use for marketing or educational purposes.

Multi-Practice Partner/Clinic Name: _____

Feedback Type: Survey Interview Testimonial

Feedback Summary: _____

Optional Incentive Type: Service Credit Access Extension

Consent Statement:

I consent to LexMedical using my anonymized feedback or testimonial for marketing or educational purposes.

Signature: _____ Date: _____



Annex C — Data Retention & Privacy Notice Summary

LexMedical shall process and retain data in accordance with the Nigeria Data Protection Regulation (NDPR, 2019) and the Nigeria Data Protection Act (NDPA, 2023).

- KYC data will be retained for a maximum of 24 months' post-termination unless legally required otherwise.
- Patient and Multi-Practice Partner data will be processed solely for platform operations and compliance.
- Multi-Practice Partners may request access, correction, or deletion of data by contacting LexMedical's Data Protection Officer (DPO).
- For any data-related inquiries, contact: support@lexmedical.net