

NOTICE

INTERESTED INDIVIDUALS ARE ENTITLED TO A COPY OF THE FINAL PROSPECTUS WHICH MAY BE SECURED / OBTAINED AT THE FOLLOWING:

I. Name of Issuer : ALLIED CARE EXPERTS (ACE) MEDICAL CENTER
- ZAMBOANGA CITY, INC.

Address : Don Alfaro Street, Tetuan, Zamboanga City, 7000

Email Address: acemczamboanga@gmail.com

Telephone Number: (062) 991-9778

II. Securities Exchange Commission: imessagemo@sec.gov.ph

II. Philippine Stock Exchange : info@pse.com.ph

SUBSCRIPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This subscription contract is made and entered this 8th day of June 2022 by and between:

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER - ZAMBOANGA CITY, INC., a corporation organized under the laws of the Philippines having its principal place of business at Don Alfaro Street, Zamboanga City, herein represented by its Corporate President, **JAMES ROBERTSON C. PICHEL** and Corporate Treasurer, **LIEZA G. SAHI** both holding office at the previously mentioned address, referred herein as the "CORPORATION"

and

_____, of legal age, Filipino citizen, with residence at _____, referred herein as the "SUBSCRIBER"

WITNESSETH: That

WHEREAS the Corporation has an authorized capital stock of THREE HUNDRED SIXTY MILLION PESOS (Php 360,000,000.00) divided into THREE HUNDRED SIXTY THOUSAND (360,000) shares, each with par value of P1,000.00.

WHEREAS, the Corporation caused the preparation and filing of the Registration Statement [SEC Form 12-1 SRS] of the Corporation before the Securities and Exchange Commission (SEC) required under the Section 8 and 12 of Republic Act No. 8799, otherwise known as the Securities Regulation Code.

WHEREAS, the SEC approved the Registration Statement on _____ authorizing the Corporation to issue common shares pursuant to the approved Offer of Securities.

WHEREAS, the Subscriber has offered to subscribe to ___ block or equivalent to ___ common shares of the Corporation and the Corporation has agreed to accept such subscription, subject to terms and conditions herein.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual agreements and covenants hereinafter set forth, the parties agree as follows:

1. Subscription and Price. The Subscriber hereby subscribes to ___ Block or ___ Common Shares of the Corporation with a total par value of Php _____ for the total subscription price of Php _____.

NO. OF SHARES	TOTAL PAR VALUE	SUBSCRIPTION PRICE

Any excess payment over the par value of the subject shares shall be booked as part of the paid-in capital of the Corporation.

2. Payment. The Subscriber has paid to the Corporation the down payment amount of _____ (Php _____) in (CASH/CHECK) duly received by the Treasurer of the Corporation. The balance of the subscription price shall be settled in accordance with the agreed payment terms indicated hereunder as Annex "A."
3. Stock Certificate. Upon full payment of the Subscription Price, the Corporation shall cause the issuance of the stock certificate(s) evidencing the Shares and deliver the Stock Certificate to the Subscriber.

The Subscriber shall be entitled to certain benefits and privileges as shareholder of the Corporation as provided herein as Annex "B."

The benefits and privileges shall accrue and shall continue to subsist in favor of the Subscriber for as long as he/she is not declared as a delinquent shareholder in accordance with the rules and regulations of the Corporation and holds the shareholdings as one block of ____ shares and that any transferee shall continue to hold such shares as one block of ____ shares. No rights or privileges hereunder shall be granted to any subsequent shareholder who shall gain ownership of only a portion of the subscribed shares herein.

4. Representation and Warranties. The Subscriber represents and warrants to the Corporation that it has the authority to execute, deliver and perform this Agreement and the transactions contemplated hereby. The Subscriber further warrants to abide with the By-Laws of the Corporation and other issuances and regulations of the Corporation.
5. Amendment. This Agreement may not be amended, modified or supplemented and no consents to departures from the provisions hereof may be given unless consented to in writing by the Parties hereto.
6. No Waiver. Unless otherwise stated in writing, no failure or delay on the part of the Corporation in exercising any rights, powers or remedies under this Agreement, its By-Laws, and pertinent Corporate issuances and guidelines, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other right, power or remedy thereunder.
7. Successors and Assigns. The provisions of this Agreement shall be binding upon and accrue to the benefit of the Parties and their respective heirs, successors and permitted assigns. Notwithstanding the foregoing, neither this Agreement nor any rights, remedies, obligations or liabilities arising hereunder or by reason hereof shall be assignable by the Subscriber without the express written consent of the Corporation.
8. Confidentiality. The Parties in this Agreement shall:
 - (a) keep and cause its Representatives to keep the Confidential Information secret and confidential at all times;
 - (b) not directly or indirectly disclose or permit to be disclosed the Confidential Information or any part thereof to any person other than as expressly permitted under this Agreement or other than to such party's officers, directors, employees, professional advisors, and providers of financing who need to know the information for the purpose of the transactions contemplated under this Agreement (collectively, the "Representatives"), provided that all such Representatives (i) are first informed by the party of the confidential nature of the information, (ii) have been made aware of the terms and conditions upon which the Confidential Information has been made available to such party, and (iii) agree to be bound by such terms and conditions as if they were parties to this Agreement. In any event, the party shall be responsible for any actions of its Representatives which are not in accordance with this Agreement;
 - (c) not directly or indirectly use or in any way exploit any Confidential Information except solely for the purpose of the transactions contemplated under this Agreement and not for any other purpose; and
 - (d) not copy or reproduce or permit to be copied or reproduced in any form, all or any part of the Confidential Information, except for the purpose of the transactions contemplated under this Agreement and always subject to the terms and conditions of this Agreement.

“Confidential Information” shall mean all information, which relates to the Parties, this Agreement, including the existence of this Agreement, its contents, the interest and identities of the Parties in the Agreement or the transactions contemplated under this Agreement, or the negotiations in respect of this Agreement, or any provision hereof or any document relating thereto or the transactions herein contemplated or which relates in any way to strategies, systems, plans, assets, liabilities, costs, revenues, profits, organization, directors, officers, employees, agents, distributors or business in general, and which is disclosed by one party to the other party, either directly or through its representatives, in written or physical form, including any notes, analyses, compilations, studies or other documents, whether prepared by a party or others, which contain or otherwise reflect such information.

Notwithstanding the foregoing, the term **“Confidential Information”** shall not, for the purposes of this Agreement, include any information which:

- (a) at the time of disclosure or thereafter is or becomes available to and known by the public other than as a result of a disclosure by a party or any of its Representatives (as defined below) in breach of this Agreement;
- (b) was or becomes available to a party on a non-confidential basis from a source other than the party to whom such information relates; provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of secrecy to, such other party; or
- (c) has been independently developed by a party or any of its Representatives without using Confidential Information and without violating any of the obligations under this Agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

10. **Severability.** If any provision contained herein is invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. The Parties shall so far as practicable execute such additional documents in order to give effect to any provision hereof which is determined to be invalid, illegal or unenforceable.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date and place first above-written.

**ALLIED CARE EXPERTS
MEDICAL CENTER - ZAMBOANGA CITY, INC.**

JAMES ROBERTSON C. PICHEL, M.D.
President

(Name of Subscriber)
Subscriber

Certified by:

Corporate Treasurer

ANNEX "A" - TERMS OF PAYMENT

Upon subscription, a down payment in the amount of _____ (Php _____) shall be settled by the SUBSCRIBER to the CORPORATION in (CASH/CHECK). The balance in the amount of _____ (PHP _____) shall be settled by the SUBSCRIBER, covered by post-dated checks, at the time of the signing of this Agreement:

No. of Shares to Subscribe	Amount Due	Period to Pay		Down Payment
15	P 150,000.00	6 months		50 %
		1 year (12 months)		
		2 years (24 months)		

ANNEX "B"

REFLECTED BENEFITS

- I. Medical Staff Membership
- II. Clinical and Decking Privileges: Inpatient and Outpatient
- III. Rights of Practice, Obligations and Conditions
- IV. Medical Benefits

Section 1. Medical Staff Membership

Membership on the medical staff of ACE Medical Center Zamboanga is a privilege that may be extended to physicians licensed to practice in the Philippines who can document their background, experience, training, demonstrated competence, adherence to the ethics of their profession, their good reputation, their health, and their ability to work with others with sufficient adequacy to assure the medical staff and the Board of Directors that any patient treated by them in the hospital will be given care in accordance with accepted standards within their profession. Such practitioners must continuously meet the qualifications, standards, and requirements set forth by the Corporation, the Philippine Medical Association, and the Boards of Governance in their respective fields of practice.

Section 2. Clinical and Decking Privileges

Clinical privileges mean the authorization by a health care entity to a health care practitioner for the provision of health care services, including privileges and membership on the medical staff.

The right to have decking privileges for patients (outpatient and inpatient) as policy provided by the Board of Directors.

Section 3. Rights to Practice, Obligations and Conditions for Membership

Members of the Medical Staff are expected to cooperate with the Board of Governance and Administration to accomplish the mission of the hospital.

Acceptance of membership on the Medical Staff constitutes the Staff member's agreement that he/she will strictly adhere to the following:

- 1) No clinic sub-leasing of the slot agreed;
- 2) No fee-splitting or other inducements relating to patient referral;
- 3) Provision of continuous care for his/her patients;
- 4) The delegation of responsibility for diagnosis or care of hospitalized patients to a medical or dental practitioner who is not qualified to undertake this responsibility and/or who is not adequately supervised are not allowed.
- 5) Seek consultation whenever necessary;

- 6) The provision of "ghost" surgical or medical services are not allowed.
- 7) The provision of medical or dental services without indications or inappropriately.

Members of the Medical Staff shall be required to report to the Office of Medical Director immediately upon occurrence of the following:

- (1) any proceeding investigation, formal complaint, or charge concerning their Philippine Drug Enforcement Agency registration;
- (2) any action initiated by any hospital or other health care facility or any regulatory or licensing agency to restrict, modify, or suspend any privilege or license to practice medicine or any other health profession and provide complete information concerning such action;
- (3) any malpractice suit filed against the member and;
- (4) any notice received by the staff member from any physician review organization (PRO) concerning reasonableness, medical necessity, appropriateness, or quality of services.

Failure to fulfill Medical Staff membership obligations as set forth in this agreement, the rules and regulations of the Corporation, its respective departments shall be grounds for corrective action if deemed necessary and the Corporation may declare the Shares as delinquent in accordance with the procedure set forth in the Corporation's Articles of Incorporation and By-Laws.

Section 4. Medical Benefits and Discounts

MANAGEMENT DISCOUNTS AND BENEFITS FOR SHAREHOLDERS OF ACEMCZ SHAREHOLDER & SPOUSE

A. NON-COVID BENEFITS

- Free Regular Room Accommodation for 45 days of admission
- Special discounts on the following:
 - 1) Laboratory tests for twenty percent (20%);
 - 2) Rehab - Physical Therapy for twenty percent (20%);
 - 3) Radiologic procedures such as X-Ray, CT-Scan, Ultrasound, Mammography and MRI for twenty percent (20%);
 - 4) Cardiology procedures such as ECG, EEG, Treadmill, and 2dEcho for twenty percent (20%);
 - 5) CSR (Central Supply) and OR (Operating Room) materials use for five percent (5%);
 - 6) OR (Operating Room), ER (Emergency Room), DR (Delivery Room) Fees for five percent (5%);

B. COVID BENEFITS

- Special discount per day for room accommodation and Professional Fees for OPD and the following:
 - 1) Laboratory tests for five percent (5%);
 - 2) Rehab - Physical Therapy for five percent (5%);
 - 3) Radiologic procedures such as X-Ray, CT-Scan, Ultrasound, Mammography and MRI for five percent (5%);
 - 4) Cardiology procedures such as ECG, EEG, Treadmill, and 2dEcho for five percent (5%);
 - 5) CSR (Central Supply) and OR (Operating Room) materials for five percent (5%);
 - 6) OR (Operating Room), ER (Emergency Room), DR (Delivery Room) Fees for five percent (5%).

PARENTS AND DEPENDENTS

A. NON-COVID BENEFITS

- Special Discounts on the following:
 - 1) 45 Days Room Accommodation (Subject to availability)
 - 2) Laboratory tests for fifteen percent (15%);
 - 3) Rehab - Physical Therapy for fifteen percent (15%);
 - 4) Radiologic procedures such as X-Ray, CT-Scan, Ultrasound, Mammography and MRI for fifteen percent (15%);
 - 5) Cardiology procedures such as ECG, EEG, Treadmill, and 2dEcho for fifteen percent (15%);

- 6) OR (Operating Room), ER (Emergency Room), DR (Delivery Room) Fees for 2.5% percent;
- 7) CSR (Central Supply) and OR (Operating Room) materials for 2.5%percent.

B. COVID BENEFITS

- Special discount on all of the following:
 - 1) Laboratory tests for fifteen percent (15%);
 - 3) Rehab - Physical Therapy for fifteen percent (15%);
 - 4) Radiologic procedures such as X-Ray, CT-Scan, Ultrasound, Mammography and MRI for fifteen percent (15%);
 - 5) Cardiology procedures such as ECG, EEG, Treadmill, and 2dEcho for fifteen percent (15%);
 - 6) OR (Operating Room), ER (Emergency Room), DR (Delivery Room) Fees for 2.5%percent;
 - 7) CSR (Central Supply) and OR (Operating Room) materials for 2.5%percent.

Definition of Dependents.

- 1) Legitimate or legally adopted single children under 21 years old;
- 2) Acknowledged illegitimate single children under 21 years old;
- 3) Children of any age with disability (PWD);
- 4) Natural parents of Stockholders.

Duration. Management discounts shall be enjoyed for the duration of forty-five (45) days per annum per stockholder/dependent, noncumulative (i.e. no carry over to the next year), and non-transferable.

Effectivity. The above management discounts shall commence only upon full payment of shares of stocks subscribed, certified, and verified by the Corporate Secretary or his/her duly authorized staff.

Health insurance benefits, of whatever kind or nature, or other health-related entitlements granted by law or contract, whenever applicable, shall be deducted first before determining the amount subject to discounts under the above schedule of management discounts.