

System Vendors EOI Form

This Expression of Interest (this "EOI"), is made and effective upon sign off and between:

1. Sehati for Information Technology Services Ltd, a company organized under the laws of the Kingdom of Saudi Arabia with commercial registration number 1010407707 and having its headquarters at with its address in the 4th Floor, CCHI Building, King Fahad Road, Riyadh 13524, Kingdom of Saudi Arabia, Al Malqa District, P.O. Box: 94764 ("Sehati")

Vendors Details	
Date:	Organization/Client Name:
Commercial Registration Number:	Address:
Existing under the laws of:	
Type of Vendor: <input type="checkbox"/> Integrator <input type="checkbox"/> RCM <input type="checkbox"/> HIS	

Sehati and the Vendor shall be referred to herein either individually as a "Party" or collectively as the "Parties"

1. Purpose of this EOI

- 1.1 The purpose of this EOI is to confirm that the Vendor desires in good faith to undertake the nphies Certification Program with Sehati and therefore shall commence the process to receive access to the nphies resources. The Vendor shall also commence the implementation, testing, and rollout of the changes on its software as per nphies requirements in order for fulfillment of the nphies Certification Program.

2. Obligations of the Parties during EOI Term:

- 2.1 Following the execution of this EOI, Sehati shall provide the Vendor with access to the nphies resources. The Vendor shall begin the nphies Certification Program with Sehati in order to receive the certification as per Appendix 1.
- 2.2 The Vendor agrees that it shall comply with Sehati's requirements in order to satisfy the nphies Certification Program.
- 2.3 It is expressly mutually agreed that no Party shall have any liability in the event that nphies Certification by the Vendor with Sehati is not achieved.
- 2.4 Sehati is under no obligation to provide the Vendor the nphies Certification if the Vendor fails to complete any of Sehati's requirements or as per Sehati's sole discretion if it believes that the Vendor is not competent to undertake the nphies Certification Program.

3. Term and Termination of this EOI

This EOI shall extend until the earlier of: (i) six (6) months from the date hereof; or (ii) until this EOI is terminated pursuant to:

- A. Either Party provides a notice in writing to terminate this EOI.
- B. The Vendor's successful completion of the nphies Certification Program with Sehati.

This EOI may be extended or renewed upon the written agreement of the Parties hereto.

4. Confidentiality

All Confidential Information, which shall include all information in written, oral, or other tangible or intangible forms which may include, but is not limited to, nphies resources and ideas, concepts, designs, specifications, drawings, diagrams, data, computer programs, business activities and operations, reports, studies and other technical, operational, financial, pricing, and business information provided by one Party (the "*Disclosing Party*") to the other Party (the "*Receiving Party*") will be treated as "*Confidential Information*" hereunder.

As between the Parties, the Confidential Information of each Party will remain its sole property.

The Parties acknowledge that each Disclosing Party claims its Confidential Information as a special, valuable and unique asset. Accordingly, the Receiving Party, together with its officers, directors, agents, employees, and affiliates, agrees that it shall:

- A. Keep confidential during the term of this EOI and after its expiration any Confidential Information.
- B. Use reasonable care to protect the Confidential Information, and in no event use less than the same degree of care to protect the Confidential Information as it would employ with respect to its own information of like importance which it does not desire to have published or disseminated.
- C. Restrict disclosure of the Confidential Information to the minimum number of employees, directors, officers, advisors (both lawyers and accountants) or their representatives, and management consultants (who are personally committed to maintain the Confidential Information in confidence and understand the confidential nature of such information and shall be directed by the Receiving Party to treat such information confidentially).

- D. Advise employees who receive the Confidential Information of their binding obligations with respect to such Confidential Information and take all measures to protect the confidentiality of such Confidential Information.

The Receiving Party shall have no obligation with respect to information which (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; and (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence.

5. Miscellaneous

- 5.1 This EOI shall be governed by the laws of the Kingdom of Saudi Arabia.
- 5.2 This EOI shall not be amended, altered, or changed without the written consent of all of the Parties.
- 5.3 The Parties hereby agree to the foregoing and agree to work in good faith in furtherance of the purpose of this EOI.

IN WITNESS WHEREOF, the Parties have executed this EOI on the date set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms.

SEHATI Sehati for Information Technology Services LLC	Vendor:
By:	Stamp: By:

APPENDIX 1

Available Resources for the Partner Certification Program

Documentation

- Implementation Guide that includes:
 - Information Exchange Construction and Flow
 - Use Cases
 - Data Model
- **API** Specs and Documentation
- Sample Messages

Training

- Access to group integration and technical training sessions including:
 - **INT-01** - WS Integration Training
 - **INT-02** - Onboarding Integration Solution Training
- Limited dedicated consultation sessions

Support

- Access to nphies Reference Implementation to:
 - **Test development efforts**
 - **Simulate market scenarios and use cases prior to go-live**
 - **Limited dedicated support session during testing and simulation**