

**GREATER PACIFIC CAPITAL LTD.**

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David Stern  
Asia Gateway Limited (China)  
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No 89, Jianguo Road  
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February 25, 2010

Dear David,

This letter is intended to set out the key heads of terms under which Greater Pacific Capital Ltd. or one of its affiliates ("GPC") would like to enter into a strategic partnership with Asia Gateway China ("AGC") regarding the financing of its proposed medical information platform in partnership with the Ministry of Human Resources and Social Security in China ("MOHRSS").

Since being introduced to this opportunity by you late 2009, we have worked closely with you and your team to more clearly define the proposed business strategy and to build an appropriate execution plan for the business including financial forecasts and a capital plan including operational and commercial milestones to monitor the ongoing execution of the business. During the process we have deepened our understanding of the AGC's proposed business and are now pleased to be able to outline to you in detail the terms and conditions under which we would commit the capital required to execute AGC's ambition for its medical information platform.

GPC would like to propose a partnership between it and AGC for the creation of a medical information platform in China, whereby GPC will provide up to 100% of the initial capital required to build the platform and AGC will be responsible for the build-out and management of the business, including but not limited to, building relationships with and entering into key contracts with suppliers, partners, customers and other key stakeholders of the business, building out and managing the physical and technology infrastructure of the platform and working with partners for the development and commercialisation of data products based on AGC's platform. AGC and GPC shall jointly be responsible for the monitoring of the company's execution against the financial targets and commercial and operational milestones laid out in the capital plan as well as for the governance of the company. In addition to providing the required capital to build the company, GPC will assist AGC in prioritising valuing and selecting partnership opportunities with product developers, identifying and structuring attractive additional growth opportunities and partnerships, and in

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identifying potential value added strategic co-investors in the company in order to validate the platform, provide additional product development opportunities and to allow the parties the opportunity for a partial exit from their investment in the company, if appropriate.

The finalisation of the partnership between GPC and AGC will be subject to satisfactory completion of appropriate confirmatory due diligence by GPC on AGC which may include, but is not limited to, the following:

- A comprehensive review of the agreements laid out in the conditions precedent of the summary terms as well as any other agreements or term sheets entered into by AGC that have been deemed relevant by GPC;
- Face to face or telephonic meetings with key constituents and stakeholders of the proposed business including, but not limited to, central MOHRSS, Tianjin MOHRSS, IBM, the China Standards Committee and other potential technology partners involved in building or maintaining the platform or its products;
- A summary technology review of the proposed platform, including the feasibility of its design and execution plan;
- A legal review of the regulatory environment regarding medical information rights, the feasibility of the proposed business and the proposed investment structure and of any additional licenses, proposed or otherwise, required to operate the business; and
- A summary legal and accounting review of AGC its affiliates and any other entities to be participating in any way in the proposed partnership.

The attached heads of terms lay out in summary fashion the proposed investment structure, valuation, investor protection rights and initial conditions precedent to the finalisation of our strategic partnership. The following terms are strictly no-binding and subject to change following the satisfactory completion of the due diligence steps outlined above. We would be grateful if you could acknowledge receipt of the attached and your acceptance of following terms and proposed capital plan by returning a countersigned copy of the this letter to us. Please let us know if you have any questions or comments regarding this letter or its contents. We look forward to finalising our proposed partnership with you shortly.

Warm Regards,

Francis Crispino

For and on behalf of  
Greater Pacific Capital Ltd.

Acknowledged and Accepted

David Stern

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for and on behalf of Asia Gateway Ltd

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**Appendix A: Key Heads of Terms –  
Strictly Non-Binding and Subject to Satisfactory Completion of Confirmatory Due  
Diligence**

Investment	GPC to invest up to [\$18m] (the "Investment Amount") in the internationally incorporated entity holding 100% of the Chinese company building and operating the proposed medical information platform (such entity and all subsidiaries collectively known as the "Company"). The investment is subject to completion of confirmatory due diligence to GPC's satisfaction and fulfilment of any conditions precedent set out herein or on the definitive agreements (see below). For the avoidance of doubt, "\$" denotes United States currency, unless otherwise stated.
Valuation	GPC to invest capital at a pre-money valuation of up to \$[40]m
Securities	GPC to subscribe, at closing, to newly issued common shares of the Company totalling [45%] of the fully diluted common shares outstanding.
Use of Proceeds/ Capital Plan	The objective of the investment is to build AGC's proposed medical information platform consisting of a central data processing centre, data warehouse and 36 regional data collection centres, as well as to develop (with partners) healthcare data products and services for the Chinese and international markets. In that regard, the Promoters and the Investor will agree on a detailed capital allocation plan ("Capital Plan") and the Investment Amount will be used in accordance with the Capital Plan.
Timing of Capital Injection	The Investment Amount will be provided to the Company in a number of tranches and in accordance with the Capital Plan, such tranches being: <ul style="list-style-type: none"> <li>i. Tranche 1 totalling [&lt;\$3.0m]<sup>1</sup>, such amount as being required to set up the business and meet the milestones set out in the capital plan, to be invested upon execution of the definitive documentation regarding the Investment and fulfilment of all conditions precedent set out therein, such date to be no later than [●] in any case (the "Initial Closing").</li> <li>ii. Tranche 2 totalling [&lt;\$5.0m] to be invested upon fulfilment of the Tranche 2 Milestones (see Capital Plan in Appendix</li> </ul>

<sup>1</sup> Parties to discuss the alignment of interest/at-risk profile of the partners.

	<p>B) set out in the Capital Plan, such fulfilment to be no later than [●] in any case (the "Tranche 2 Closing").</p> <p>iii. Tranche 3 totalling [\$10m] to be invested upon fulfilment of the Tranche 3 Milestones (see Capital Plan in Appendix B) set out in the Capital Plan, such fulfilment to be no later than [●] in any case (the "Tranche 3 Closing").</p>
Preference Securities to GPC	In addition to any common shares received under the terms above, GPC will subscribe to up to [●] non-voting preference shares (the "Pref A") in accordance with the tranches outlined above.
Preference Securities to AGC	AGC will subscribe, on the date of the Initial Closing, to up to a maximum of [●] preference securities (the "Pref B") with a par value of \$[1,000] per share in exchange for any documented out of pocket cash expenses incurred solely in relation to the development of the Company up to the date of the Initial Closing.
Rights of Preferred Shares	<p>The Pref A and Pref B securities shall have the following rights</p> <ul style="list-style-type: none"> <li>• Preferential rights over common shares in the case of a liquidation, dissolution or winding up of the company (see Liquidation Preference below);</li> <li>• Preferential rights over common shares with regards to dividends, distributions or gains on share or asset sales (see Distribution Waterfall below);</li> <li>• Redemption rights, including any accumulated and unpaid dividends, at any time from the [●] anniversary of the date of the Initial Closing.</li> </ul> <p>In addition, the holders of the Pref A shares will have drag along rights over Pref B and common shares in case of a Capital Plan Failure (see Capital Plan Failure below).</p>
Liquidation Preference	<p>In case of the winding up, liquidation or dissolution of the company (including a Deemed Liquidation Event), any proceeds shall be allocated to the outstanding securities of the Company in the following manner:</p> <ul style="list-style-type: none"> <li>i. First, to the holders of the Pref A shares until all of their shares and any accumulated and unpaid dividends have been redeemed at full value;</li> <li>ii. Second, any remainder to the holders of the Pref B shares until all of their shares and any accumulated and unpaid dividends have been redeemed at full value;</li> <li>iii. Third, any remainder to the holders of the common shares</li> </ul>

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	of the Company pro-rata to their shareholding.
Distribution Waterfall	<p>Any proceeds, dividends or distributions made by the Company (other than in a liquidation or Deemed Liquidation Event) will accrue to the securities of the Company in the following manner:</p> <ol style="list-style-type: none"> <li>i. First, 100% to holders of Pref A and Pref B shares <i>pari passu</i> until the distributions to preferred shareholders equal [4x] the par value of the total Pref A and Pref B outstanding;</li> <li>ii. Second, 50% to holders of the common shares (pro-rata to their shareholding) and 50% to holders of Pref A and Pref B shares <i>pari passu</i> until the cumulative distributions to preferred shareholders equal [8x] the par value of the total Pref A and Pref B outstanding.</li> <li>iii. Third, 100% to holders of the common shares pro-rata to their shareholding.</li> </ol>
Capital Plan Failure	Should the Company fail, at any time, to meet any of the milestones set out in the Capital Plan (including any applicable cure periods to milestone target dates), the holders of the Pref A securities shall have the right to effect a sale, merger, or a partial sale or sale of substantially all of the Company's assets (a "Deemed Liquidation Event"), as well as a winding up, liquidation or dissolution of the Company, without the consent of the Board of Directors or remaining shareholders of the Company and shall further have drag along rights on Pref B and common shares in such a transaction. ("Capital Plan Failure")
Exit Provisions	The Company and AGC will make best endeavours to procure an exit for GPC within [●] years of the date of the Initial Closing through an initial public offering or a private sale of the Company or its shares, in a way that enables GPC to dispose of all of its securities held in the Company at a valuation approved by GPC. Should the Company and AGC fail to provide GPC with such an opportunity within [●] years of the date of the Initial Closing, the Company shall be consider to be in a state of Capital Plan Failure, triggering GPC's rights to effect a Deemed Liquidation Event.
Transfer Restrictions	AGC and/or any employees owning shares in the Company will not be allowed to sell, transfer or encumber any shares directly or indirectly held by them in the Company prior to a Liquidity Event save and except with the prior written consent of GPC.
Board of Directors	On and from Initial Closing, and for as long as GPC owns at least 5% of the fully diluted common shares of the Company, GPC

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	<p>shall be entitled to such number of seats on the board of directors of the Company and each of its direct and indirect subsidiaries ("Board") being no less than GPC's pro-rata holding in the fully diluted common shares of the Company (the "Investor Director(s)").</p>
<p>Reserved Matters</p>	<p>GPC's written consent shall be required for any decision or action in connection with a number of key reserved matters related to the Company or any subsidiaries, including, but not limited to</p> <ul style="list-style-type: none"> <li>• Amendment to the Articles of Association and Memorandum of Association;</li> <li>• Approval of business or operating plan or budget, and any deviation from (including expenditure in excess of that provided in) such plan or budget;</li> <li>• Change in nature of business (including entry into any new business), and approval of, and any amendment to, the statement of business principles;</li> <li>• Transactions or contracts with affiliates and any related parties;</li> <li>• Material litigation matters;</li> <li>• The entry into, amendment or termination of any material contract;</li> <li>• The borrowing or lending of any material loan or advance, any guarantee, indemnity or surety contract, inter-corporate loans and investments or guarantees/security, whether made to or by or on behalf of the Company/ subsidiary;</li> <li>• Merger, demerger, restructuring (including the incorporation of any subsidiary or consolidation or acquisition of a stake) in another company;</li> <li>• Contract or engagement with a related party;</li> <li>• Material tax planning / structuring that is, or should be, placed before the Board;</li> <li>• Hiring, terminating, determining or modifying contracts, terms or remuneration (including bonuses and options) of key personnel, (materiality to be defined in the definitive documentation);</li> <li>• Winding up, liquidation or dissolution;</li> </ul>

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	<ul style="list-style-type: none"> <li>• Acquisition of all or substantially all of the properties, assets or stock of any other company or entity;</li> <li>• Issuance of shares or warrants or any other rights to shares or sweat equity, or grant of options for such shares to any person or entity;</li> <li>• Creation or issuance of new classes of shares including but not limited to those with preference rights;</li> <li>• Sale, lease, transfer, exclusive license or other disposition of all or a material portion of the properties, assets, stock or business of the Company;</li> <li>• All actions and decisions pertaining to a liquidity event (i.e. any initial public offering, trade sale, or other possible way to provide GPC an exit of its Investment), including without limitation appointment of the investment banking firms and other advisers in relation thereto;</li> <li>• Any change in the accounting year or accounting methods and appointment or change in the internal or external auditors;</li> <li>• Altering rights of any class of shareholders;</li> <li>• Dividend policy, declaring dividends and redeeming or buying back shares;</li> <li>• Change in capital structure/ownership, including incurring any debt, other than working capital or other debt in the ordinary course of business in accordance with the approved business plan or short term debt;</li> <li>• Any transaction that would result in a change in control of the Company or any subsidiary; and</li> <li>• Providing any rights to a shareholder (other than rights that he would in any event be entitled to under law).</li> </ul>
Information Rights	GPC to receive customary information rights with regards to the financial and operational performance of the business.
Follow-on Investments	From the date of the Initial Closing, and for as long as GPC holds common or Pref A shares in the Company, GPC will have a right of first refusal to provide additional funding required by the Company in exchange for the Pref A securities.
Strategic Co-Investor	The above follow-on investment rights notwithstanding, GPC and AGC will consider, at a time mutually agreed as appropriate, the potential participation of a strategic co-investor in the equity of the

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	Company, such participation to be made under terms and conditions to the agreed between the parties at such time.
Conditions Precedent	<p>The Initial Closing will be subject, inter alia to the fulfilment of the following conditions precedent:</p> <ul style="list-style-type: none"> <li>• The execution of a number of contracts with Chinese government entities required to build the Company and execute the Capital Plan including: <ul style="list-style-type: none"> <li>○ Research and services contracts with central MOHRSS;</li> <li>○ Data collection and service contracts with Tianjin MOHRSS;</li> <li>○ Data standardisation contract with the China Standardisation Committee (sic).</li> </ul> </li> <li>• The execution of a number of service and/or partnership contracts with reputable international information technology vendors, including: <ul style="list-style-type: none"> <li>○ Data warehouse development and management contract providing clarity on AGC's exclusive right to use data being managed.</li> <li>○ Development and support agreement for business intelligence suite of products for use by central MOHRSS as per the terms of the research and services contracts listed above. These contracts must be with IBM Inc. or one of its wholly owned subsidiaries ("IBM") and must be comprehensive in terms of roles and responsibilities of the parties, economic terms between partners, clarity on rights to re-use the suite of products for sale to third parties services and clarity on AGC's exclusive right to commercial use the data being analysed.</li> </ul> </li> <li>• The strengthening of the Company's core management team with key individuals [identified/signed up] to fill roles of Chief Operating Officer ("COO") and Chief Technology Officer ("CTO") to manage the relationships with the IT partners that are parties to the agreements above as well as other technological aspects of the Company's business.</li> <li>• The completion of the due diligence process and actions outlined in the covering note to these heads of terms to the complete satisfaction of GPC.</li> </ul>

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