

## **ASSOCIAE AGREEMENT**

This agreement (“**Agreement**”) is made and executed at Hyderabad on this  
.....day of.....,2019

### **BETWEEN**

**SANHAR ABS INDIA Private Limited**, incorporated as a private limited company under The Companies Act, 2013 , having its Registered Office at Door No. 18-441/5/10, Health City, Vishakhapatnam, Andhra Pradesh – 530005, India and the Corporate Office at A-304, The Platina, Miyapur Road, Gachibowli , Hyderabad – 500032, India. Represented by Chilukuri Sri Venkata Rama Ganesh, acting as Director and identified by his Aadhar No. 9695 8834 0551(hereinafter referred to as “**Sanhar ABS/Aggregator** ”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns) of the **ONE PART**

### **AND**

....., incorporated as a..... limited  
company having its Registered Office at  
.....  
..... and Corporate Office at  
..... represented by  
Sri/Mrs/Ms .....as  
.....and identified by his/her Aadhar Card bearing  
No.....; (hereinafter referred to as “**Associate**”, which  
expression shall unless repugnant to the context or meaning thereof be deemed to  
mean and include its successors, administrators and permitted assigns) of the  
**OTHER PART.**

The Aggregator and the Associate shall collectively be called as “Parties” and shall be individually referred to as “Party”.

**Whereas**

(a) The Associate is engaged in providing various medical services to the public including multi – specialty, broad specialty, super specialty, pre-planned hospitalization, emergency hospitalization and all other forms of diagnostic and treatment modalities. The Associate may also be engaged in other healthcare services such as Ambulance service, Pharma service, Physiotherapy, Diet and Nutrition, Wellness and Spa, Health Insurance, Health Financing, Fitness and Gym, AYUSH services, slimming and cosmetology, Medical equipment, ENT or Hearing Aids, Ophthalmology and optometry, Blood bank, Eye bank or any other related healthcare services.

(b) The Aggregator has set up a business for providing various services relating to healthcare, arranging Preventive health and medical appointments for Patients seeking medical care, enabling point of Care diagnostics through online and offline channels, assimilating and collating Patient data and Creating awareness amongst its Patients.

(c) The Apps developed by Sanhar ABS will be uploaded and used by the clients in a manner prescribed by Sanhar ABS and shall book the services of the associates from out of the choices and options provided therein. Once the user desires to utilize the service(s) of a particular Associate, there the triangular relation commences from start to completion of the Associates services. These relations are seamless, unbreakable and irreversible in nature.

d) With a view to enable the Clients to avail Associate Services in a seamless and effective manner, the Parties have agreed that (i) Sanhar ABS shall provide Sanhar ABS Services to Associate, and (ii) Associate shall provide Associate Services to Clients.

e) The Parties have realized the potential of healthcare services in India and are desirous of working Together on a commercial understanding

f) The Parties desire to enter into this Agreement to record the terms and conditions applicable *inter alia* for provision of Sanhar ABS Services and Associate Services.

g) The Parties have agreed to an understanding pursuant to detailed discussions.

**NOW THEREFORE** in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1) ABS shall provide coordinated services through its developed products and services to Associate, and Associate shall procure SanharABS Services from Sanhar ABS, on the terms and conditions specified herein below and the applicable provisions of this Agreement.

2) Associate shall utilize the eHealth Platform and provide Associate Services to the Clients, on the terms and conditions specified herein below and the applicable provisions of this Agreement

**NOW THIS AGREEMENT WITNESSETH THAT**

**1. DEFINITION and INTERPRETATION**

Capitalized terms used in this Agreement shall have the meanings ascribed to them herein below or as the case may be in the other sections of this Agreement:

- a) **“Applicable Law”** includes all applicable (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; and (b) judicial, quasi-judicial and/or administrative decisions, interpretations, directions, directives, licenses, permits, judgments, writs, injunctions, arbitral awards, decrees, orders, terms and conditions of governmental or regulatory approvals or agreements with any governmental or regulatory authority.
- b) **“Associate Brand Features”** means the Brand Features of Associate.
- c) **“Agreement”** means this Agreement together with all recitals, annexures, exhibits, parts, schedules and Policies, as the same may be amended, modified, and supplemented from time to time in accordance with the terms and conditions hereof.
- d) **“Authorised Persons”** mean medical practitioners, medical establishments, pharmacies and other Persons, who have been permitted
  - (a) by the Client, and/or (b) under Applicable Laws, to access and/or receive the eHealthRecords and/or the ePrescription(s) of a Client.

- e) **Aggregator Service Fee – OP** - A certain% of ASSOCIATE-OP-FEES charged by the Aggregator from the Associate for providing its care team doctors services to the Associate and Technology usage charges during the outpatient services of consultation provided by the Associate and Technology usage charges during the outpatient services of consultation provided by the Associate on Aggregator's channel. (Hereinafter referred to as "**Aggregator Service Fee – OP**")
- f) **Aggregator Service Fee –IP** –A certain % of variable amount paid by the Associate to the Aggregator for the inpatient services of procedures and bed charges provided by the Associate within OP TO IP CONVERSION TIME. (Hereinafter referred to as "**Aggregator Service Fee – IP**").
- g) "**Brand Features**" means trade names, trademarks, logos and/or other distinctive brand features (as applicable).
- h) "**Sanhar ABS Brand Features**" means the Brand Features of Sanhar ABS.
- i) "**Sanhar ABS Officer(s)**" mean the employee(s) of Sanhar ABS and/or any other personnel engaged by Sanhar ABS.
- j) "**Client**" means a client of Sanhar ABS (including a user of eHealth Platform- HIMS,GMH& others as and when developed and implemented  
) who avails or desires to avail Associate Services.
- k) "**Confidential Information**" means information disclosed by (or on behalf of) one Party or its clients to the other Party under (or in connection with) this Agreement that is marked as confidential or would normally under the circumstances or under applicable laws be considered confidential information, including but not limited to information pertaining to the Parties, Client(s), the eHealth Platform, technology, e-Prescription, eHealthRecords, medical records, diagnostic and/or test results of the Client. Confidential Information does not include information that (a) the recipient already knew without the breach of any confidentiality obligations, (b) becomes public through no fault of the recipient, (c) was independently developed by the recipient, or (d) was lawfully given to the recipient by a third party.
- l) "**Developed Products and Services**" means the HIMS , APPS( Graph My Health) and any such other products and services will be developed in the future by Sanhar ABS.
- m) "**eHealth Platform**" means the Virtual Platform and/or the Mobility Platform, as the case may be.

- n) **“eHealthRecords”** mean the health records of a Client, maintained by Sanhar ABS in electronic form, for access by such Client and by his/her Authorised Persons.
- o) **“ePrescription(s)”** mean prescriptions given by medical practitioners/specialists which are electronically made available to the Clients and/or to his/her Authorised Persons.
- p) **“Mobility Platform”** means the platform involving *inter alia* a combination of Points of Presence, fleet of vehicles and such other equipment/devices that enable Associate’s Officers to reach and render services to Clients at their homes or other locations.
- q) **“Virtual Platform”** means the platform involving *inter alia* the Web Platform, call centre, knowledge, technologies, processes and medical protocols, developed by Sanhar ABS and its Associate for virtual delivery of integrated healthcare services, and also includes all variants, editions and add-ons to such platform.
- r) **“Person”** means any natural person, sole proprietorship, partnership, company, government, governmental agency, joint venture, trust, association or any other entity (whether or not having a separate legal personality).
- s) **“Points of Presence”** mean the various locations where Sanhar ABS Officers and others are stationed, to ensure quick access to Clients.
- t) **“Policies”** mean the policies applicable to the associates of Sanhar ABS (i.e. *Terms of Use, Privacy Policy, Associate Selection Rule Engine Policy and Refund Policy etc.*) listed at [www.SanharABS.com](http://www.SanharABS.com) from time to time.
- u) **OP TO IP CONVERSION TIME** – A time period within which the patient will avail inpatient services of the Associate from the last outpatient consultation services availed by the patient from the last outpatient consultation services availed by the patient from the Associate using Aggregator’s channel. (Hereinafter referred to as “OP TO IP CONVERSION TIME”).
- v) **ASSOCIATE-OP-FEES** – Mutually agreed out-patient consultation fees between the Aggregator and the Associate for different specialties“
- w) **Required Documents”** mean all information, materials, documents, licenses, permissions and other similar items, required in connection with provision of Associate Services and/or operations of Associate, including but not limited to accurate and complete details of Associate Services that will be provided by Associate to Clients.

- x) **“Web Platform”** means the platform involving *inter alia* the uniform resource locator (URL) located at [www.sanharabs.com](http://www.sanharabs.com), [www.graphmyhealth.com](http://www.graphmyhealth.com) and its sub domains
- x) **Trial Period**- A period defined for the trial of the Aggregator’s system (Hereinafter referred to as “Trial Period”).

## 2. SCOPE and OPERATIONAL PARAMETERS:

The Associate hereby envisages the promotion and development by the Aggregator of the medical facilities of the medical facilities of the Associate by referring Patients through its online and offline means to be treated by the Associate. The Associate hereby engages the services of the Aggregator for the same on a non-exclusive basis.

### A) What the Associate/hospital has agreed to do:

- i) The Associate hereby grants the Aggregator the right to market its Associate(**“Right to Market”**). The Aggregator will do advertising, promotion, pricing, allocation, and for receiving Appointments through channels including but not limited to its website or its mobile application in consultation with the Associate.
- ii) The Associate shall honor all such appointments and shall be responsible for providing all such Patients referred by the Aggregator with the requisite healthcare services to the best of its abilities.
- iii) As the Aggregator associates with the entire Associate, the Associate agrees that Sanhar ABS System will be implemented in such facilities and at such place or places as may be mutually agreed between the Parties in writing from time to time.
- iv) The Associate agrees to make space for advertising of the App and also share any incidental marketing costs.
- v) In order to avail the Aggregator’s services and expertise, the Associate here by agrees to implement the Sanhar ABS System at the Associate as set out in Schedule – I. The Aggregator and the Associate shall be collectively responsible for the day-to-day upkeep and operations of the Sanhar ABS Systems.
- vi) The Associates shall provide to the Patients, introduced by the Aggregator, with appropriate treatment as specifically required for the care of Patients for their medical ailments. The Aggregator shall only assist in the decision – making with regards to the actual prescriptions or provisions to the medical services/treatments

given by the Associate as per standard medical protocols and practices to the Patients and the final decision-making in this regard shall rest with the Associate.

vii) In cases where the patient is recommended a personal visit for the Sector Consultant or the Care Team as defined in “Services” section of Schedule-I, the consultation shall be by prior appointment. In all other cases, the Care Team shall be available during the operational hours of the Associate.

viii) Associate shall provide office space of 150 square feet and ample parking space at the premises of each of the Hospital to enable Sanhar ABS and its personnel to provide Sanhar ABS Services.

**B) What the Aggregator has agreed to do:**

i) Sanhar ABS shall render its services in conformity with applicable laws, good commercial practices and the best industry standards

ii) As part of the Right to Market, the Aggregator shall determine the pricing and the services to be rendered in consultation with the Associate and shall also be entitled to respond to Patient reviews on behalf of the Associate in consultation with the Associate.

iii) The Aggregator has developed a distinctive system of standards, specifications, policies and procedures, required to be implemented in order to offer the highest quality of healthcare service to the Patients. These standards, specifications, policies and procedures are hereinafter collectively referred to as the “**Sanhar ABS/Aggregator System**”, details whereof are set out in **Schedule – I** of this Agreement.

iv) The Aggregator must: (a) provide or procure the provision of such information as can be lawfully provided and which is reasonably requested by the Associate concerning the Personnel it proposes to bring on to the Associate’s premises for the purposes of this Agreement ; (b) provide suitable replacement Personnel should the Associate, on reasonable grounds, deny access to or request removal of any Personnel ; and (c) ensure its Personnel, when under Associate’s premises or when accessing the Associate’s facilities and information, comply as necessary with the reasonable requirements and directions of the Associate with regard to conduct, behavior, safety and security ( including submitting to security checks as required and complying with any obligation imposed on the Associate )

v) When the Aggregator enters the premises of the Associate, the Aggregator must ensure that its employees, agents and contractors use all reasonable endeavors to :  
(a)

protect people and property ; (b) prevent nuisance and unnecessary noise and disturbance ; and (c) act in a safe and lawful manner and comply with the safety standards and policies of the Associate. The employees and representatives of the Aggregator shall wear Aggregators official identity card when they are in Associate premises.

vi) The Aggregator shall refer patients for medical services/treatments on the basis of their medical requirements and as per patient's individualistic specific references. The Aggregator shall assimilate details and provide to the Associate the said details of the Patients to be referred to the treatment.

vii) The Aggregator shall change the Patients directly and provide the Patients with a bill for the consultation and other services given to them via Aggregator's platform.

viii) The Aggregator shall maintain an account of all the data received from each Patient referred to the Associate including the invoice and make all such data accessible to the Associate along with payment of fee accrued thereupon.

### **3. Special Terms and Conditions:**

Each Party shall comply with all Applicable Laws in fulfilling its obligations and exercising its rights under this Agreement. The Parties agree that:

- a) Associate shall nominate one of its employee at each location of Associate (covered under the scope of this Agreement) as an exclusive single point of contact for Sanhar ABS for facilitating the provision of Associate Services to the Clients;
- b) Each Party shall provide copies of statutory approvals to the other Party as and when requested by the other Party;
- c) Associate shall not influence Clients to directly avail the services from Associate or its affiliates or any other Person or encourage them to discontinue availing services from Sanhar ABS;
- d) Each Party shall procure and keep renewed valid professional indemnity insurance for the services rendered by it; and
- e) Employees or consultants of either Party shall at no time constitute or claim to be employee of the other Party.

**3. Effective date:** This Agreement will be effective on and from date on which this Associate Agreement has been signed at the end of this Agreement (the "Effective Date").

### **4. Required Documents:**



As soon as reasonably practicable, after the Effective Date, Sanhar ABS shall verify the Required Documents submitted by Associate at the request of Sanhar ABS. The obligations of the Parties under this Agreement shall commence upon Sanhar ABS confirming the completeness and suitability of the Required Documents (for the purposes contemplated hereunder) to Associate.

## **5. PERIOD AND TERMINATION**

- (i) The first day on which the Aggregator makes the Associate's facilities available to be used by its Patients as part of its Right to Market shall be regarded as the date of commencement of this Agreement. (“.....”).
- (ii) This Agreement is valid for a period of 5 (five) years from the Commencement Date. On the expiry of the term of this Agreement, the Parties hereto may, by mutual consent in writing, extend the term of this Agreement for such further period or periods and on the terms as may be mutually agreed between the Parties in writing.
- (iii) Either Party shall be entitled to terminate this Agreement by giving to the other Party 1 (one) month advance written notice. Upon the termination of this Agreement, the Parties shall settle all accounts and payments due to the other as on the date of termination including prorate refund of the services not rendered by either Party.

## **6. COMMERCIAL TERMS**

- (i) To maintain its relationship with the Associate and to continue the Right to Market the Associate, the Aggregator shall receive Aggregator Service Fee-OP as set out in Schedule-II section e after Trial Period.
- ii) In addition to that Aggregator shall receive Aggregator Service Fee - IP as set out in Schedule-II of this Agreement after TRIAL PERIOD, which shall, for all purposes, be read as part and parcel of this clause.
- (iii) At the end of every month the Associate shall pay to the Aggregator an amount equal to Aggregator Service Fee -IP, as the case may be, in accordance with Schedule –II subject to applicable taxes and in terms of Monthly Settlement Statement.

(iv) The Aggregator Service Fee shall be subjected to enhancement every six months thereon during the term of this Agreement.

(v) The payment in terms of Schedule-II is the essence of this Agreement and under no circumstances shall there be any delay in payment by either Party. In the event of delay/default by the Associate, the Aggregator shall, in addition to the right to terminate this Agreement by issuing a notice calling upon the defaulting Party to arrears due within thirty (30) days from the date of issue of such notice, also be entitled to an interest on the delayed payments at the annual rate of 18% from the date of payments are due to the actual date of payment.

vi) Associate shall be entitled to deduct tax deduction at source while remitting the Total Facilitation Charges to Sanhar ABS. In case of such deduction Associate shall issue a TDS certificate to Sanhar ABS in this regard.

vii) The Parties shall establish and maintain accounting systems/records that enable the other Party to readily identify and settle the accounts as per this Agreement.

viii) Each Party and its authorized representatives shall have the right to audit, examine, and make copies of or extracts from such records maintained by the other Party with respect to the services provided by other Party pursuant to this Agreement.

ix) In case of any termination of this Agreement, the amounts payable by Associate to Sanhar ABS shall become immediately payable.

## **7. COLLECTIONS AND SETTLEMENTS**

(i) The Associate shall use the technology solution provided by the Aggregator (**“Technology Solution”**) for all interactions with the Patients referred to the Associate by the Aggregator. This shall include managing and assigning appointments, generating invoices, rendering prescriptions.

(ii) The Aggregator will ensure that the Associate’s information system is integrated with the Technology Solution and the Associate undertakes to cooperate and extend all possible assistance in this regard including, but not limited to, engaging with its software vendor to facilitate such integration.

(iii) All such appointments, invoices, prescriptions and treatments shall be recorded by the Associate in the Technology Solution.

(iv) By the first week of every month, the Aggregator shall share a settlement statement (**“Monthly Settlement Statement”**) with the Associate providing the figures for, Aggregator Service Fee-OP, generated/accrued in the previous week. The Aggregator or the Associate, as the case may be, will make the net payment as per the Monthly Settlement Statement within 7 (seven) working days from the date the Monthly Settlement Statement is shared between the Parties.

(v) By the first week of every month, the Associate shall share a settlement statement (**“Monthly Settlement Statement”**) with the Aggregator providing the figures for Aggregator Service Fee-IP, generated/accrued in the previous calendar month. The Associate, as the case may be, will make the net payment to the Aggregator or the Associate as per the Monthly Settlement Statement within

7 (seven) working days from the date the Monthly Settlement Statement is shared between the Parties.

(vi) The Associate shall confirm the contents of the Monthly Settlement Statement within 3 (three) days of its circulation.

(vii) The Aggregator shall confirm the contents of the Monthly Settlement Statement within 7 (seven) days of its circulation.

(viii) All payments exchanges between the Aggregator and the Associate shall be consummated through a direct bank transfer using NEFT/RTGS/IMPS or through a cheque/demand draft/pay order.

## **8. QUALITY OF SERVICE**

(i) The Parties must: (a) provide the services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonable expected from a prudent, expert and experienced provider of service that are similar to the services provided under this Agreement; (b) ensure the highest quality of the work and the delivery of services with the utmost efficiency; (c) act in good faith and in the best interests of the other Party; (d) keep the other Party informed of all matters of which it might reasonably be made aware, and provide such information in relation to the provision of the services as may reasonably be required by the other Party ; and (e) fully comply with their obligations and duties under this Agreement.

## **9. UPFRONT UPGRADATION AND ADHERENCE TO SANHAR ABS/AGGREGATOR SYSTEM**

(i) The Associate shall be responsible for making all changes in terms of the Sanhar ABS/Aggregator System asset set out in Schedule-I – including repairs and maintenance, procurement of materials and equipment, upgradation of utilities and amenities, hiring of human resource to bring it in compliance with Sanhar ABS/Aggregator System.

(ii) The Associate agrees to bring itself in compliance with the Sanhar ABS/Aggregator System as set out in Schedule I on or before the Commencement Date. If the Associate is not in compliance with Sanhar ABS/Aggregator System on or before the Commencement Date, the Aggregator reserves the right, notwithstanding anything contained in this Agreement, to shift the Commencement Date to such other date by when the Associate comes in compliance with Sanhar ABS/Aggregator System.

(iii) All the costs related to the aforesaid compliance with Sanhar ABS/Aggregator System as set out in Schedule-I shall be borne by the Associate each party for the responsibilities mentioned in the Schedule –I.

(iv) Subject to the terms of this Agreement, the Aggregator's permitted representatives - employees, contractors or authorized third party representatives (collectively, "**Representative**"), may inspect the Associate to assess whether the Associate is in compliance with the Sanhar ABS/Aggregator System or not.

(v) In case the Representatives observe any gaps at the Associate in processes required to comply with Sanhar ABS/Aggregator System, the Aggregator shall notify the Associate and the Associate shall take corrective actions to bring Associate in compliance with Sanhar ABS/Aggregator System. In case Associate is not able to take corrective action for these gaps to the satisfaction of Aggregator despite 3 (three) notification on the same, the Aggregator shall have the right to delist the Associate or to fix such gaps at its cost and such cost shall be reimbursed by the Associate, as the case may be.

(vi) If any refund(s) are to be made to the Patients, it/they shall be strictly governed by the Patient feedback and accordingly attributed to the Associate or the Aggregator, as the case may be.

## **10. Representations and Warranties, Indemnification and Disclaimers**

Each Party represents and warrants to the other Party that:

- (a) The Associate and Aggregator represent and undertake to the other that it is duly incorporated and existing under the laws of India and that it has the necessary corporate power, capacity and authority to enter into and perform this Agreement.
- (b) Entering into or performing its obligations under this Agreement will not violate any agreement it has with a third party and/ or any Applicable Law; and

(c) This Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms. Each Party represents and warrants that all information, documents and other materials provided by it to the other from time to time, including in relation to the product and/or service descriptions, details, availability, pricing and other information (including Required Documents) is current, accurate and complete. Each Party shall immediately inform the other, in writing, of any changes there in.

Each Party shall be solely liable for any and all claims, matters and/or liabilities pertaining to or connected with performance of its obligations under this Agreement.

- a) For the sake of clarity, Sanhar ABS shall be solely liable for all matters pertaining to provision of Sanhar ABS Services and Associate shall have no liability or responsibility in this regard.
- b) Similarly, Associate shall be solely liable for all matters pertaining to provision of Associate Services, errors or negligence attributable to Associate or any Person/employee performing Associate Services and Sanhar ABS shall have no liability or responsibility in this regard.
- c) Sanhar ABS does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or detail provided by Clients or any third party through the eHealth Platform and Sanhar ABS hereby disclaims all liability in connection therewith.

Each Party shall indemnify, defend, and hold harmless the other (and its employees, officers, agents, vendors and service providers) from and against all claims, liabilities, damages, and costs arising from or in connection with performance of its obligations (including provision of services to Clients) under this Agreement, including in respect of any breach or misrepresentation committed by it under this Agreement. Provided however, in no event shall either Party be liable to pay any indirect, special, incidental, consequential, exemplary or punitive damages to the other.

## **11. CONFIDENTIALITY**

Each Party hereby undertakes that it will not disclose the Confidential Information of the other Party, except to its affiliates, employees, and/or agents who need to know such Confidential Information for the purpose of performance of obligations hereunder, provided they have agreed in writing to keep such information confidential and to not use such information for any unauthorised purposes. The recipient of Confidential Information may disclose Confidential Information as required under Applicable Laws, after giving to the discloser of such Confidential Information, reasonable notice and the opportunity to seek confidential treatment by way of a protective order or similar remedies or relief prior to disclosure, in each case if permitted by Applicable Law.

Except as set forth in this Agreement, neither Party will issue any public statement in relation to this Agreement, without the other Party's prior written approval.

## **12. OTHER RIGHTS AND OBLIGATIONS**

(i) The Associate shall be responsible for compliance with all applicable laws and regulations related to the operations of the Associate, including obtaining all required registrations or licenses, paying government taxes and filing tax returns and following procedures. The Associates shall be responsible for compliance with all agreements, obligations and covenants which affects the Associate's ability to operate and run the Associate. This Agreement is based on the assumption that the Associate is in compliance with all such regulations and the information and documents provided by the Associate in relation to this compliance are true and accurate.

(ii) The Aggregator shall not be characterized as owner, operator, or a contractor of the Associate.

(iii) The Aggregator shall not in any circumstances be liable for any claims or damages in respect of the medical services, treatment and care rendered by the Associate to the Patients under this Agreement.

(iv) Either party shall have the right to audit all records, (registers or other documents of the other Party relating to any of the Party's obligations under this Agreement. For the avoidance of doubt, each party will bear its own costs of conducting or participating in an audit.

(v) **Force Majeure:** Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and internet disturbance) that was beyond the Party's reasonable control. Force majeure. A Party will be excused from all of its obligations (except for payment obligations) under this Agreement in the event of any contingency

beyond the reasonable control of the Party, such as an act of God, flood, earthquake, war or national emergency, insurrection, any epidemic, and/or an act of terrorism and change in government policies. If the delay or failure continues for more than 30 (thirty) days, either Party may terminate this Agreement in whole or in part, upon notice in writing to the other Party.

(vi) **The Parties are independent contractors.** Nothing in this Agreement shall be deemed to create a partnership or establish a relationship of principal and agent between the Parties hereto or in any manner authorize either Party to bind the other for any purpose and neither Party shall become liable by reason of any representation, action or omission of the other Party except in accordance with the provisions of this Agreement.

(vii) **Assignment:** Except as otherwise expressly limited or provided for herein, neither party shall assign and transfer any of its rights, privileges, or obligations set forth in, arising under, or created by this Agreement in whole or in part without prior limitation to other Party.

(viii) If any term or provision in this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof to that extent will be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement will not be affected.

(ix) **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement or any future occasion. All remedies under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

(x) **Amendment:** This Agreement shall be amended, changed, modified, supplemented, rescinded or discharged only by writing signed by both the Parties. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements on that subject. Except as expressly provided in this Agreement any amendment must be in writing executed by both the Parties and expressly state that it is amending Agreement.

Notwithstanding anything contained in this Agreeemnt, Associate agrees and confirms that Sanhar ABS shall have the exclusive right to modify the whole or any part of this

Agreement and shall intimate the same to Associate within a period of 7 (seven) days from such amendment, by

- (i) issuing notice/notification on the Virtual Platform or via email to Associate sent to its registered email id (“**Electronic Notification**”) and
- (ii) at the sole discretion of Sanhar ABS, through a written communication through courier/speed post at the address provided in this Agreement, which shall be considered as valid and agreed communication.

If Associate has any objections to the amendments, Associate shall within a period of 7 (seven) days from the date of issuance of Electronic Notification (“**Date of Issuance**”), intimate, via email sent to the email id indicated by Sanhar ABS in the Electronic Notification with a subject line „*Objection to the Proposed Amendment*“, that it has an objection to the proposed amendment (“**Objection Email**”) and such Objection Email shall reach Sanhar ABS within a period of 7 (seven) days from the Date of Issuance.

If Sanhar ABS receives such Objection Email, either Party shall be entitled to immediately terminate this Agreement by issuing a written notice to the other Party.

If Sanhar ABS does not receive the Objection Email within 7 (seven) days from the Date of Issuance, the proposed amendment shall be deemed to have been accepted by Associate.

(xi) **Notice:**Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each, a “**Notice**” for the purpose of this clause) shall be in English, in writing and signed by or on behalf of the Party giving it and must be effected either by hand delivery or courier to the relevant addresses set out herein and shall be deemed to be served upon provided the same is duly acknowledged by the other Party.

xii) **Governing Laws, Arbitration and Jurisdiction:**This Agreement will be governed by and construed under the laws of India without regard to conflict-of-laws principles. The Parties shall make endeavors to settle by mutual consultation any claim, dispute, difference or controversy (“**Dispute**”) arising out of, or relating to or under this Agreement. Any Dispute that cannot be settled by mutual consultation within a period of 30 (thirty) days from its commencement, shall be finally settled by arbitration in accordance with provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitral panel shall comprise of a single arbitrator



mutually agreed to between the Parties. In the event the Parties fail to mutually agree upon a single arbitrator within a period of 21 (twenty one) days from the date the Dispute is to be resolved by arbitration, the Dispute shall be resolved by an arbitral panel comprising of 3 (three) arbitrators. One arbitrator shall be nominated by each Party and the third arbitrator shall be nominated by the two arbitrators so nominated. The Parties shall be required to appoint their arbitrator within 30 (thirty) days from the date the Dispute is to be resolved by arbitration. Any arbitral award shall be final and binding on the parties. Such arbitration proceedings shall be conducted in Hyderabad, Telangana. The arbitration proceedings shall be conducted in the English language. Subject to the foregoing, this Agreement shall be subject to the exclusive jurisdiction of the courts at Hyderabad, Telangana only and no other court shall have jurisdiction.

xiii) **Survival of Provisions:** The clauses in this Agreement in connection with arbitration, indemnity, representations and warranties will survive any termination of this Agreement. Upon termination of Agreement, each Party will use commercially reasonable efforts to promptly return to the other Party, or destroy and certify the destruction of, all Confidential Information disclosed to it by the other Party.

xiv) **Non exclusivity:** The Parties hereby agree that this Agreement is entered into on a non-exclusive basis and that each Party shall be entitled to enter into contracts similar to this Agreement with other Persons.

xv) **Freedom to Perform Obligations:** Subject to the provisions of this Agreement, each Party shall be entitled to freely determine the manner of performance of its obligations (including provision of Sanhar ABS Services by Sanhar ABS and Associate Services by Associate) under this Agreement.

xvi) **Rating by Customers:** Sanhar ABS shall be entitled to use mechanisms that rate, or allow Clients to rate Associate Services at their sole discretion. Sanhar ABS shall also be entitled to make such ratings and feedback publicly available.

xvii) **Sanhar ABS Policies:** Associates' use of the eHealth Platform and performance of its obligations under this Agreement are subject to the Policies. Associate agrees and confirms that Sanhar ABS has the sole and exclusive right to alter the terms of the Policies and/or formulate new policy/ies, from time to

time, at its discretion and any such changes and/or new policy/ies shall be binding on Associate.

xviii) **Third Party Service Providers:** Sanhar ABS may use third party service providers including for the settlement of payments, transportation and maintenance of the Virtual Platform, and Sanhar ABS shall not be liable to Associate, under any circumstance, for the actions or inactions of any third party service provider. Associate shall not use any third party for providing Associate Services without the prior written approval of Sanhar ABS.

xix) **Access to eHealth Platform:** Subject to the restrictions on use as set forth herein, Associate shall be entitled to access the eHealth Platform and use the eHealth Platform in accordance with its specifications, for the purposes intended under this Agreement. The Parties acknowledge that such use of and access to Virtual Platform may be interrupted by any reason including maintenance, downtime or third party interference beyond Sanhar ABS's reasonable control. Associate shall be responsible for all activity connected with the account of Associate in the Virtual Platform, including for any unauthorised use of account password and/or for any content provided through such account.

xx) **Add and Remove Functionality:** Sanhar ABS shall be entitled to add new functionality, remove an existing functionality, modify and/or upgrade the eHealth Platform, as it deems appropriate from time to time.

xxi) **Transfer Restrictions:** Associate shall not have the right to license, sub-license, assign and/or sell any rights to the Virtual Platform, including the rights to access and/or use the Virtual Platform. Associate shall not modify, translate, reverse engineer, decompile or create derivative works based on the Virtual Platform. Associate shall not (a) transmit to or share identification or password codes with Persons other than its authorised users; or (b) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not its authorized users.

xxii) **Intellectual Property:** Except to the extent expressly stated otherwise in Agreement, neither Party shall have or acquire any right, title or interest in any intellectual property or Brand Features belonging to the other Party, or to the other Party's licensors. Notwithstanding anything contained in this Agreement, Sanhar ABS may use and display Associate Brand Features for the purposes of marketing and promoting the business of Sanhar ABS and/or Associate's

participation in the eHealth Platform. The Parties hereby acknowledge that all information displayed, transmitted or carried on the Virtual Platform is protected by copyright, intellectual property and other Applicable Laws. Associate shall not modify, publish, transmit, transfer, sell, reproduce, create derivative work from, distribute, repost, perform, display or in any way commercially exploit any content available on the Virtual Platform. Subject to Applicable Laws, Sanhar ABS shall exclusively own and use the information and data pertaining to Clients in the manner it deems appropriate.

xxiii) **Counter parts:** This Agreement is executed in two parts, the original shall be with Sanhar ABS and the copy with the Associate

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands to this writing and on the duplicate thereof the day and year hereinabove written.

**Accepted and Agreed**

**Accepted and Agreed**

Authorized Signatory Authorized Signatory

**(AGGREGATOR)**

**(ASSOCIATE)**

**Witnesses:**

1) 1)

2)

2)

**Schedule-1**

**( Forming part of this Agreement dated.....)**

**Schedule-2**

**( Forming part of this Agreement dated.....)**

**Schedule-3**

**( Forming part of this Agreement dated.....)**