

EMPANELMENT AGREEMENT

This Empanelment Agreement (hereinafter referred to as this "Agreement") is made by and between:

VAROLYN HEALTHCARE PRIVATE LIMITED, a company duly registered under the Companies Act, 2013, having its registered office at Varolyn Prestige Atlanta, Koramangala, Bangalore, 560034, Company Incorporation Number: U86909KA2025PTC199316 (hereinafter referred to as the "Employer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, administrators, and assigns) of the ONE PART;

AND

The Independent Contractor, an Indian adult, duly identifiable through valid government-issued identification (including Aadhaar and/or PAN), and ordinarily residing in India (hereinafter referred to as the "Contractor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, successors-in-interest, administrators, and assigns) of the OTHER PART.

The Employer and the Contractor are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS:

I. The Employer is engaged in the business of providing healthcare services, including but not limited to home healthcare, clinical services, and other related activities ("Business").

II. The Employer desires to engage the Contractor as to carry out the duties and obligations as may be specified by the Employer from time to time, as detailed in Appendix A. The Employer wishes to safeguard its goodwill, Business, and proprietary information to which the Contractor may have access while performing his/her duties and obligations under this Agreement.

III. The Contractor desires to render his/her services solely to the Employer, for consideration as salary as mentioned in Appendix B, subject to the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Employer and the Contractor hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

1.1. "Cause" includes but is not limited to:

I. Submission of false, misleading, or incorrect statements and/or information by the Contractor (or Contractor references) during hiring or employment, which shall constitute grounds for immediate termination for fraud in employment.

II. History of harmful harassment (based on background checks) or violation of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

III. Failure to perform assigned duties or previously displayed such behavior, constituting willful insubordination under Section 51 of the Industrial Relations Code, 2020.

IV. Being charged with a felony crime (or previously charged with a felony crime, based on background checks).

V. Commission of a crime of moral turpitude such as fraud or other crimes involving dishonesty punishable under Section 318 of the BNS.

VI. Use of illegal drugs or substances in violation of the Narcotic Drugs and Psychotropic Substances Act, 1985.

VII. Failure to comply with directives from superiors or written policies of the Employer, violating Section 27 of the Occupational Safety, Health and Working Conditions Code, 2020.

VIII. Acts that harm Employer's reputation, standing, or credibility within the community or with its customers or suppliers, constituting defamation under Section 356 of the BNS.

IX. Consistent failure to observe general office rules (e.g., timings), violating Section 33 of the Industrial Relations Code, 2020, regarding standing orders.

1.2. "Client" means any Person with whom the Employer:

I. Has an established business relationship with, and whose identity has been revealed to or discovered by Contractor as a result of Contractor's interactions with Employer; or

II. Is actively and demonstrably pursuing for the purpose of discussing the delivery of fee-based professional services, and whose identity has been revealed to or discovered by Contractor as a result of Contractor's interactions with Employer.

1.3. "Confidential Information" includes but is not limited to:

I. Any information or material which is proprietary to Employer, whether or not owned or developed by Employer, information which is or fairly can be considered to be of a confidential nature, which is obtained whether directly or indirectly (without limitation) and whether or not the information is expressly stated to be confidential or marked as such, and also includes all Intellectual Property and:

a. Patient records, medical histories, treatment plans, and any personally identifiable health information as defined under the Health Information Privacy & Security Act (HIPSA) 2023 and the Digital Personal Data Protection Act, 2023.

b. Client data, in particular, key contact names, addresses, business model, sales figures, and sales conditions of the Employer and its past, present, or prospective clients.

c. Business data, particularly data relating to new investment opportunities, products, services, promotion campaigns, distribution strategies, license agreements, and other ventures in which the Employer is involved.

d. Any and all other information or materials or documents of a commercially sensitive nature relating to the Employer and/or its affiliates operations, research, plans, strategies, objectives, development, purchasing, marketing, and selling activities.

II. Original information supplied by the Employer, including information provided to the Employer by its Clients for which Employer is bound to maintain confidentiality.

1.4. "Intellectual Property" includes:

I. All patents, trademarks, business processes, domain names, works of authorship, designs, utility models, copyrights whether registered or unregistered, which are owned by the Employer or acquired or developed by the Employer in the course of its Business.

1.5. "Joining Date" means the date mentioned in clause 3.2 of this Agreement.

1.6. "Property" includes, but is not limited to:

I. Any real property, automobile, spare parts, mirror, tools, paper, lubricant, furniture, fixtures, fittings and furnishings, office equipment such as computers, printers, fax machines, telephones, mobile phones, communication equipment, and all other items being used by the Employer or given to the Contractor in the normal course of its business.

II. Any tangible expression of Confidential Information, including, without limitation, business plans, photographs, plans, notes, renderings, journals, notebooks, samples relating thereto.

III. Medical equipment, devices, pharmaceuticals, and any other healthcare-related supplies or materials provided to the Contractor for performing duties, governed by the Drugs and Cosmetics Act, 1940, and Medical Devices Rules, 2017.

1.7. "Rules" means the Employer's manual or any other written rules that the Employer may formulate for its Contractors, which lay down the policies, procedures, rules etc. in connection with the day-to-day operations of the Employer, the behavior of its Contractors, the overall management of the Employer and its Clients, as amended from time to time by the Employer, provided

such manual and other written rules are made known and are readily accessible to Contractors.

1.8. "Salary Account" means the bank account, if any, designated by the Contractor for the purpose of receiving salary payments.

1.9. "Salary Slips" shall mean a document, spreadsheet, or other written statement, if issued, providing details regarding the Contractor's salary break-down, including earnings, deductions, and net pay.

1.10. "Critical Incident" means any event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of a patient or Contractor, including but not limited to medication errors, patient falls, device malfunctions, security breaches, or procedural violations as defined under Section 19(B) of the Patient Safety Act, 2020, and the Clinical Establishments (Registration and Regulation) Act, 2010.

1.11. "Staff" means any healthcare professional, support staff, or other personnel employed by or affiliated with the Service Provider who provides services to the Client/Patient under this Agreement, including but not limited to Nurses, Attendants, and other caregiving personnel.

1.12. "Attendant" means a non-clinical support personnel deployed by the Service Provider to assist the Client/Patient with daily living activities such as hygiene, mobility, nutrition, companionship, and basic physical support. Attendants are not authorized to administer medication or perform clinical procedures unless expressly trained, certified, and authorized in

accordance with applicable laws and the Service Provider's internal protocols.

1.13. "Nurse" means a medically trained and licensed healthcare professional, including but not limited to Registered Nurses (RNs), General Nursing and Midwifery (GNM) certified professionals, or Auxiliary Nurse Midwives (ANMs), who are deployed by the Service Provider to provide clinical care to the Client/Patient. This includes, but is not limited to, the administration of medication, wound care, monitoring of vital signs, and other nursing duties performed in accordance with professional standards and applicable regulatory requirements.

1.14. "Clinical Contractor" means any Contractor engaged under this Agreement who is a licensed medical doctor (MBBS, MD, etc.), physiotherapist (BPT, MPT, etc.), or any other recognized allied health professional involved in patient assessment, diagnosis, or therapy delivery, and who shall be bound by their respective professional licensing bodies and clinical practice standards.

1.15. "Healthcare Fraud" means any deliberate deception practiced to secure unlawful or unfair gain related to healthcare services, including billing for services not provided, misrepresenting services, or soliciting patients directly, as defined under Section 51(B) of the Healthcare Fraud Prevention Act (HFPA), 2022.

2. INTERPRETATION

Unless the context otherwise requires:

I. Words importing one gender include the other gender.

II. Words importing the singular include the plural and vice versa.

III. Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment.

IV. The section headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.

3. EMPLOYMENT

3.1. The Employer hereby employs the Contractor upon the terms and conditions set forth in this Agreement and the Rules of the Employer.

3.2. Except as provided below, the term of this Agreement and the Contractor's employment with the Employer shall be deemed to have commenced on the signing of the agreement and continue to remain in full force and effect at all times until terminated in accordance with the provisions of this Agreement.

3.3. The Contractor hereby agrees, accepts, and confirms that he/she shall perform such duties and obligations as may be specified by the Employer from time to time, including but not limited to such specific duties and obligations as set forth in Appendix A hereto.

3.4. While the Contractor is in the service of the Employer, the Contractor shall not sign any correspondence on behalf of the Employer unless duly authorized by the Employer in that behalf and shall adhere to other rules, practice, and procedure as prescribed by the Employer from time to time. The Contractor shall not have the right to make any contracts or other commitments that Employer feels, will interfere, or shall come in

the way of the time and commitment that this Agreement requires.

3.5. The Contractor hereby agrees to properly, diligently, and honestly perform all the duties which the Employer may assign to the Contractor from time to time and shall faithfully account for and deliver to the Employer all monies, securities, or other property belonging to the Employer which may come into Contractor's possession, custody, or control. Failure to do so shall constitute criminal breach of trust under Section 316 of the BNS, punishable with imprisonment and fine.

3.6. The Contractor shall, during the time specifically assigned for the performance of services for Varolyn, devote such time exclusively to Varolyn and shall not, during such assigned hours, engage in any other paid employment, freelance assignment, consultancy, or provide services in any capacity to any other individual or entity without the prior written consent of Varolyn. This exclusivity obligation shall apply only during the designated work hours or timelines agreed upon for the provision of services under this Agreement. Violation of this provision shall constitute a breach of contract under Section 73 of the Indian Contract Act, 1872, entitling the Employer to damages and specific performance.

3.7. The Contractor must immediately disclose to the Employer any actual or potential conflicts of interest. Failure to disclose conflicts of interest shall be grounds for disciplinary action, up to and including termination of employment and legal proceedings for damages under Section 44 of the Companies Act, 2013.

3.8. Scope of Clinical Practice :

The Clinical Contractor agrees to render services strictly in accordance with the scope of their medical or physiotherapeutic license, including patient care, documentation, teleconsultation, and reporting obligations. The Contractor shall maintain current and valid registration with the relevant authority, including but not limited to National Medical Commission (NMC) for Doctor and Indian Association of Physiotherapists (IAP) or equivalent state body for Physiotherapists.

Clause 3.9. Clinical Judgment and Autonomy :

The Contractor shall exercise independent clinical judgment and shall not be compelled to administer any procedure, treatment, or medication contrary to recognized standards of care or ethics. Any conflicts in treatment directives must be escalated in writing to the Employer's Clinical Director.

4. COMPENSATION AND BENEFITS

4.1. Compensation and Payment Terms

The Company shall pay the Contractor, and she agrees to accept from the Company, compensation as specified in Appendix B ("Compensation Schedule"). The compensation structure (e.g., fixed fee, hourly rate, or milestone-based payments) shall be as mutually agreed and detailed in Appendix B.

4.2. Invoicing and Payment Disputes

The Contractor shall submit invoices to the Company as per the agreed schedule (e.g., monthly, upon completion of milestones, or as otherwise specified in Appendix B). Any queries or disputes regarding an invoice must be raised by the Contractor to the Company within seven (7) days of receipt of payment or

notification of payment status. The Company shall endeavor to resolve such queries promptly.

4.3. Statutory Benefits

The Contractor acknowledges and agrees that, as an independent contractor, they are not entitled to statutory Contractor benefits such as Provident Fund, Gratuity, Contractor State Insurance, or any other benefits mandated under Indian labor laws applicable to Contractors. The Contractor is responsible for their own tax compliance, insurance, and retirement planning.

4.4. Confidentiality of Compensation

The Contractor shall maintain strict confidentiality regarding the terms of their compensation and shall not disclose details of their compensation or fee structure to any third party, including other freelancers or Contractors of the Company, except as required by law or for the purpose of obtaining professional legal or financial advice. Breach of this confidentiality provision may result in immediate termination of this Agreement and/or legal action .

4.5. Expense Reimbursement

The Employer shall reimburse the Contractor for all pre-approved, reasonable business expenses incurred in the course of providing services, provided such expenses are consistent with the Company's policies and are supported by valid receipts or documentation. The Contractor must submit claims for reimbursement within thirty (30) days of incurring the expense, using the Company's prescribed process or template. Reimbursable expenses may include travel, accommodation, and other costs directly related to the services rendered.

4.6. Bonus or Incentive Payments

The Contractor may be eligible for bonus or incentive payments as specified in Appendix B, subject to the achievement of mutually agreed Key Performance Indicators ("KPIs") or project milestones. The Company reserves the right, at its sole discretion, to determine the eligibility, amount, and timing of any such bonus or incentive payments. No bonus or incentive shall be deemed earned unless expressly confirmed in writing by the Company.

4.7. Performance Parameters

Any additional compensation, including bonuses or incentives, shall be subject to the performance of the Contractor, the Employer, or a combination of such parameters, as may be set and notified by the Employer from time to time. The Employer's decision in this regard shall be final and binding.

4.8. Overtime and Additional Work

As an independent contractor, the Contractor is responsible for managing their own working hours. The Employer shall not be liable to pay overtime compensation unless expressly agreed in writing for specific assignments or deliverables. Any additional work outside the agreed scope must be mutually agreed upon in writing, including the applicable compensation.

4.9. Insurance

The Contractor is responsible for their own health, accident, and professional liability insurance. The Employer shall not provide health insurance or any comparable scheme unless expressly agreed in writing and specified in Appendix B.

4.10. Deductions for Non-Performance or Delays

If the Contractor fails to deliver services as per the agreed schedule or quality standards, the Employer reserves the right to make proportionate deductions from the compensation or withhold payment for the affected deliverables, as specified in this Agreement or Appendix B. Persistent non-performance may constitute grounds for termination of this Agreement.

5. PLACE OF WORK

5.1. The Contractor's place of work at present shall be as designated by the Human Resource Department.

5.2. The Contractor's services are transferable to any other department/division/location/city/office within India as well as to any other associated entity with whom the Employer may make such arrangement. While every attempt will be made to give reasonable advance notice of such transfer, however, in case of emergency such transfers may be made effective immediately.

5.3. Contractor shall observe such hours of work, weekly or other holidays, as may be observed by the department, division, establishment, location, associate, or related entity in which the Contractor is placed from time to time, in compliance with the Occupational Safety, Health and Working Conditions Code, 2020.

5.4. Contractor shall also be required by the Employer to undertake such business travel/ relocation as may be necessary in the interest of our business or as the Contractor may be directed to make. During such travel or relocation, the Contractor shall maintain the highest standards of professional conduct as a representative of the Employer.

5.5. Contractor is required to report to the assigned work location punctually and regularly. Persistent lateness or absence without proper authorization shall be grounds for disciplinary action under Section 33 of the Industrial Relations Code, 2020, regarding standing orders.

6. LEAVE

6.1. The Employer will lay down applicable rules and procedures as per applicable laws in this regard and the Contractor will be intimated the same. The Contractor hereby agrees to conform to the same. All leave entitlements shall be in compliance with the provisions of the Factories Act, 1948, the Shops and Establishments Act applicable to the state, and other relevant labor laws.

6.2. No leave shall be taken without prior intimation to the Employer or such persons to whom the Contractor shall report, except under exceptional circumstances where the Employer may waive off such requirement.

6.3. The Contractor shall be entitled to paid sick leave upon submission of a valid medical certificate from a registered medical practitioner. Fraudulent medical certificates shall constitute misconduct under Section 318 of the BNS (cheating) and shall result in immediate termination.

6.4. The Contractor shall be entitled to emergency leave as per the provisions of applicable labor laws and company policy. Unauthorized extension of approved leave shall be treated as absence without leave and may result in disciplinary action.

7. TERMINATION OF EMPLOYMENT

7.1. After confirmation, the Contractor's services are liable to be terminated at any time for Cause or at will (wherein no Cause is required for termination) by delivering an actual notice to the Contractor either orally or in writing by the Employer without any obligation towards Contractor for salary, bonus, or other compensation or any other form of benefits under this Agreement except for compensation earned prior to the effective date of termination. Such termination shall be in compliance with the provisions of the Industrial Relations Code, 2020.

7.2. Settlement on termination: In the event of fraud/misfeasance/default committed under the non-disclosure agreement executed by the Employer with the Contractor, the Employer shall be entitled to retain all amounts due and payable to the Contractor (including salary and statutory payments) toward satisfaction of its claim.

7.3. Upon termination of employment, the Contractor shall immediately cease any representation of the Employer in any capacity and shall return all credentials, and any other items identifying the Contractor as a representative of the Employer.

7.4. The Contractor agrees that following termination or resignation, he/she shall not directly or indirectly disparage the Employer, its management, or its business practices. Such disparagement shall constitute defamation under Section 356 of the BNS and may result in legal action for damages.

7.5. The Contractor shall be prohibited from contacting or treating Varolyn patients for a period of 3 years after resignation or termination. Any violation will be prosecuted under the Healthcare Fraud Prevention Act (HFPA) 2022, Section 51(B), and may result in blacklisting from healthcare employment.

8. RETURN OF COMPANY ASSETS

8.1. Upon termination of employment, the Contractor shall promptly return any Property (as defined in clause 1.8) belonging to or associated with the Employer, whether in the possession of the Contractor or provided to the Contractor for personal or professional use during the term of employment.

8.2. All the assets of the Employer acquired/possessed by the Contractor shall be returned to the Employer not later than 7 days of termination of employment of the Contractor or the last working day of the Contractor.

8.3. In the event that the Contractor does not return the assets within the said period, the Employer reserves its right to withhold any amount due or payable to the Contractor until such return is effectuated. This is without prejudice to the right of the Employer to take legal action against the Contractor under Section 314 of the BNS (dishonest misappropriation of property) and Section 316 of the BNS (criminal breach of trust).

8.4. The Contractor must provide a comprehensive inventory of all company property in their possession at the time of resignation or termination. Any discrepancies between this inventory and the Employer's records may result in deductions from final settlement or legal action.

8.5. If any company property is damaged beyond normal wear and tear due to Contractor negligence, the cost of repair or replacement may be deducted from the Contractor's final settlement, in accordance with Section 73 of the Indian Contract Act, 1872, regarding liquidated damages.

9. CONFIDENTIALITY

9.1. The Contractor shall not disclose, at any time to any person who is not employed, part of or associated with the Employer; or copy or modify or use for any purpose that is not within the scope of his services, any Confidential Information. Disclosures to the persons employed or engaged by the Employer or to those who are a part of or associated with the Employer shall be made on a 'need to know basis' only. Violation of this provision shall constitute an offense under Section 72 of the Information Technology Act, 2000, and Section 66E of the Information Technology Act, 2000, punishable with imprisonment up to three years and fine.

9.2. The Contractor is strictly prohibited from taking photographs or videos of patients, workplace facilities, or confidential documents, unless expressly required and authorized for professional purposes. Unauthorized photography or recording shall constitute a violation of the Digital Personal Data Protection Act, 2023, and may result in criminal penalties.

9.3. Notwithstanding the aforesaid provisions of this section, the Contractor may disclose Confidential Information where compelled to do so, by any government, judicial or quasi-judicial authority; provided however, that the Contractor shall in such a case give the Employer a reasonable notice of any prospective disclosure and shall at the Employer's sole cost and expense assist the Employer in obtaining an exemption or protective order preventing such disclosure. Such notice shall be accompanied by a copy of the court order, subpoena, legal or regulatory request for similar process.

9.4. Contractor shall maintain confidentiality of salary.

9.5. The obligations of this Section shall survive the termination or expiration of this Agreement in perpetuity.

9.6. If it appears that Contractor has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Employer shall be entitled to an injunction to restrain Contractor from disclosing the Confidential Information in whole or in part under Section 37 of the Specific Relief Act, 1963. Employer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

9.7. The Contractor, immediately upon termination of this Agreement, shall immediately return all Confidential Information furnished to him/her, and any copies or extracts thereof to the Employer. Contractor shall also deliver to Employer written statements signed by Contractor certifying that all materials have been returned.

9.8. The Contractor acknowledges that unauthorized disclosure of patient information violates Section 72(A) of HIPSA 2023 and is punishable with imprisonment for up to five years (5) and a fine of up to five lakh rupees (5,00,000 INR), in addition to civil liability for damages under Section 43A of the Information Technology Act, 2000.

9.9. Any breach of the Digital Personal Data Protection Act, 2023, shall result in reporting to the Data Protection Board of India, which may impose penalties up to fifty crore rupees under Section 28 of the Act, for which the Contractor shall indemnify the Employer.

10. INTELLECTUAL PROPERTY

10.1. All Intellectual Property and other ideas, techniques, or principles related to the Business of the Employer, conceived (whether during regular business hours or not), discovered, or made by the Contractor during the course of his/her employment with the Employer, shall be promptly disclosed in writing to the Employer and shall be governed by the provisions of Section 17 of the Patents Act, 1970, and Section 17 of the Copyright Act, 1957, regarding ownership of works created during employment.

10.2. All rights, title, and interest in the Intellectual Property, including but not limited to all documentation, and other documents, work products, and work related to healthcare services, shall belong to the Employer immediately upon the formation of such rights. This includes, but is not limited to, rights associated with the final work, marks, or inventions, whether or not they are formed or completed, for the full term of each and every such right, including renewal or extension of any such term.

10.3. The Contractor irrevocably and perpetually assigns, transfers, conveys, and delivers to the Employer, all right, title, and interest to the Intellectual Property in all Work Products developed during the course of his/her employment (whether prior to, on, or after the date hereof), free and clear of all encumbrances. Moreover, he/she irrevocably waives any and all claims that the Contractor may now or hereafter have, to so-called "moral rights", with respect to the Work Product, under Section 57 of the Copyright Act, 1957.

10.4. For the purposes of this Agreement, in addition to those mentioned under clause 1.4 of this Agreement, Intellectual Property shall include any and all existing and future intellectual or industrial property rights (whether registered or unregistered)

including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights/domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.

10.5. The Contractor agrees to execute all documents and perform all acts necessary to perfect the Employer's ownership of Intellectual Property, including but not limited to providing assistance in patent or copyright applications, executing assignments, and testifying in legal proceedings. Failure to cooperate may result in forfeiture of final settlement and legal action for specific performance under Section 10 of the Specific Relief Act, 1963.

10.6. The Contractor acknowledges that any unauthorized use, disclosure, or infringement of the Employer's Intellectual Property shall constitute a violation of the Trade Marks Act, 1999, Copyright Act, 1957, Patents Act, 1970, and Designs Act, 2000, each carrying penalties including imprisonment up to three years and substantial fines.

11. NON-DISCLOSURE AGREEMENT

11.1. The Contractor is aware that during the course of the Contractor's employment with the Employer, she may have access to confidential/proprietary information of the Employer, its clients, its business transactions, and associated entities.

11.2. The Contractor confirms that she will not misuse the confidential information during her employment with the Employer and also confirms that after termination of

employment, she shall not use the confidential information in any manner whatsoever. Violation of this provision shall constitute dishonest misappropriation of property under Section 314 of the BNS and criminal breach of trust under Section 316 of the BNS, punishable with imprisonment and fine.

11.3. The Contractor acknowledges that patient records and health information are protected under HIPSA 2023, and unauthorized access, modification, disclosure, or use of such information may result in criminal penalties under Section 66C and 66E of the Information Technology Act, 2000, including imprisonment up to three years and fine up to five lakh rupees.

11.4. The Contractor shall not maintain any copies of confidential information after termination of employment, whether in physical, digital, or any other format. Discovery of such retention shall constitute theft of trade secrets under Section 63 of the Copyright Act, 1957, and Section 403 of the BNS.

12. NON-CIRCUMVENTION

12.1. During the term of this Agreement and for a period of three (3) years following the termination of employment, the Contractor will not:

- i. Attempt to do business with or otherwise solicit a Client; or
- ii. Sell products or services directly, indirectly, or through a third party, to a Client; or
- iii. Induce or encourage a Client to terminate his or her relationship with Employer or reduce its level of business with Employer; or

- iv. Receive any compensation from any party other than from Employer with respect to any interactions with a Client; or
- v. Make or respond to contact of any kind with a Client without prior written consent from Employer.

12.2. In the event of circumvention of this Agreement, the circumvented party shall be entitled to:

12.3. The non-circumvention damages, i.e., the total commissions, turnover of company, income, fees, or profits which would have been due; and

12.4. All loss sustained by the circumvented party in relation to such breach, recoverable under Section 73 and 74 of the Indian Contract Act, 1872, regarding liquidated damages for breach of contract.

12.5. Any violation of this provision shall constitute unfair competition under the Competition Act, 2002, and may result in penalties up to ten percent of the Contractor's average turnover for the preceding three financial years.

12.6. The Contractor acknowledges that violation of non-circumvention provisions may result in irreparable harm to the Employer, entitling the Employer to injunctive relief under Section 37 of the Specific Relief Act, 1963, in addition to monetary damages.

13. NON-SOLICITATION

13.1. During the term of this Agreement employment and for a period of three (3) years following the termination of employment, whether voluntary or involuntary, in relation to any person employed by the Employer, the Contractor will not directly

or indirectly, attempt to solicit any of the Employer's partners, contractor, consultant, or business relation of the Employer to terminate their relationship with the Company for employment or hire, in any capacity.

13.2. For the purposes of this agreement, "solicit" includes, but is not limited to, communicating in any form, whether written, oral, or electronic, with the intent to entice, persuade, or encourage any individual or entity to cease or diminish their business relationship with the Employer.

13.3. In the event of breach of the provisions of this clause by the Contractor, the Employer shall be entitled to damages and proceeds under Section 73 and 74 of the Indian Contract Act, 1872.

13.4. The Contractor acknowledges that solicitation of the Employer's Contractors or clients may constitute tortious interference with business relationships, actionable under common law torts in India, and may result in compensatory and punitive damages.

14. PROHIBITION OF PRIVATE DEALING

14.1. The Contractor is strictly prohibited from engaging in direct patient dealings outside of employment with the Employer. This includes:

14.1.1. Offering medical services outside Varolyn's authorized scope

14.1.2. Sharing personal contact information with patients or their families for independent consultations

14.1.3. Accepting payment or favors from patients for personal services outside of official assignments

14.2. Any attempt by patients or their families to engage in private dealings must be reported immediately to management.

14.3. Violations will result in:

14.3.1. Immediate termination of employment without notice

14.3.2. Forfeiture of pending salary and contractual dues

14.3.3. Legal prosecution under the Healthcare Fraud Prevention Act (HFPA) 2022, Section 51(B), punishable with imprisonment up to five years and fine up to ten lakh rupees

14.3.4. Permanent blacklisting from employment in affiliated healthcare organizations

14.3.5. Reporting to relevant professional councils for blacklisting and license revocation under the respective professional practice acts

14.4. The Contractor acknowledges that unauthorized private dealings with patients may also constitute criminal breach of trust under Section 316 of the BNS and cheating under Section 318 of the BNS, each punishable with imprisonment up to three years and fine.

15. CRITICAL INCIDENT REPORTING

15.1. The Contractor is legally obligated to report any Critical Incident as defined in clause 1.12, within 24 hours of occurrence, to the designated supervisor or through the established reporting system.

15.2. Failure to report Critical Incidents shall be considered gross misconduct and grounds for immediate termination. Additionally, such failure may constitute criminal negligence under Section 106 of the BNS if patient harm results, punishable with imprisonment up to two years and fine.

15.3. The Contractor shall fully cooperate in any investigation of reported incidents, including providing statements, documentation, and participating in review meetings. Obstruction of investigations shall constitute an offense under Section 221 of the BNS, punishable with imprisonment up to three months and fine.

15.4. All incident reports must be factual, objective, and complete. Filing false or misleading incident reports shall constitute an offense under Section 318 of the BNS (cheating) and Section 316 of the BNS (forgery), punishable with imprisonment and fine.

16. INFECTION CONTROL AND SAFETY

16.1. The Contractor shall strictly adhere to all infection control protocols, safety guidelines, and standard precautions established by the Employer and mandated by the Clinical Establishments (Registration and Regulation) Act, 2010, and the Epidemic Diseases Act, 1897.

16.2. The Contractor shall properly use all personal protective equipment (PPE) provided by the Employer when indicated. Refusal or failure to use required PPE shall constitute willful violation of safety protocols under Section 51 of the Occupational Safety, Health and Working Conditions Code, 2020.

16.3. The Contractor acknowledges that deliberate or reckless violation of infection control protocols that endangers patients or colleagues may constitute criminal negligence under Section 106 of the BNS, punishable with imprisonment up to two years and fine.

17. DOCUMENTATION REQUIREMENTS

17.1. The Contractor shall accurately and promptly document all patient interactions, care plans, interventions, and changes in condition in accordance with the Medical Records Act, 2022, and the Clinical Establishments (Registration and Regulation) Act, 2010, as in the case required.

17.2. All clinical documentation must be factual, objective, timely, and complete, meeting professional standards and legal requirements. Inadequate documentation shall be grounds for disciplinary action up to and including termination.

17.3. The Contractor shall not delete, alter, or falsify any entry in a patient record. Such actions shall constitute forgery under Section 336 of the BNS and falsification of records under Section 45(A) of the Medical Records Act, 2022, punishable with imprisonment up to three years and fine.

17.4. The Contractor acknowledges that deliberate omission of significant patient information from medical records shall constitute negligence under Section 106 of the BNS if patient harm results, punishable with imprisonment up to two years and fine.

17.5. All documentation shall be maintained in strict compliance with the document retention policies prescribed by the Employer and as mandated under applicable law. Unauthorized or

premature destruction of medical records shall be deemed a violation of Section 48 of the Medical Records Act, 2022, and may attract penalties including imprisonment for a term of up to one year and/or a fine, as prescribed under the said Act. For the avoidance of doubt, this clause shall not apply to routine or non-critical information, such as records of daily check-ups or other entries deemed non-essential by applicable standards or internal policy.

17.6. Prescription and Documentation :

Only licensed medical doctors shall issue prescriptions for pharmaceutical drugs or diagnostics. Physiotherapists may recommend exercise plans or assistive devices but shall not prescribe medication unless legally permitted. All entries in medical records shall be contemporaneous, complete, and signed digitally or physically in accordance with the Medical Records Act, 2022.

18. WORKPLACE CONDUCT

18.1. The Contractor is expected to maintain a respectful and professional demeanor at all times. Harassment, abuse, or threats toward patients, colleagues, or management will not be tolerated and shall be subject to disciplinary action, up to and including termination. Any act of sexual harassment will be addressed and processed in accordance with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, and may result in termination and criminal prosecution.

18.2. The Contractor is strictly prohibited from engaging in threats, harassment, or abuse via electronic platforms or social

media. Any such digital misconduct may constitute an offence under Sections 66A, 66C, 66E, and 67 of the Information Technology Act, 2000, and may attract criminal prosecution with penalties including imprisonment of up to three years and a fine.

18.3. The Contractor shall not engage in any conduct that creates a hostile work environment or disrupts others' ability to perform their duties. Such conduct shall be considered a violation of the Industrial Relations Code, 2020, and will be dealt with accordingly under the Employer's disciplinary framework.

18.4. The Contractor shall not report to duty under the influence of alcohol or illegal substances. This is in compliance with the Narcotic Drugs and Psychotropic Substances Act, 1985. The Employer reserves the right to conduct random drug or alcohol testing in accordance with applicable laws and internal policy.

18.5. The Contractor shall maintain appropriate professional boundaries with both patients and colleagues. Romantic or sexual relationships with current patients are strictly prohibited and shall constitute gross misconduct. Such acts may also amount to an offence under Section 68 of the Bharatiya Nyaya Sanhita (BNS) if the conduct involves abuse of position to induce sexual relations.

18.6. Dress Code and Appearance Policy:

The Contractor shall adhere to the Company's standards of appearance and hygiene as set forth below, which are critical to ensuring a professional image, patient trust, and workplace safety:

18.6.1. Attire: Contractors must maintain a modest, professional appearance. Where uniforms are issued, they must be clean and neatly pressed. In the absence of a uniform, Contractors should

wear attire appropriate to healthcare settings (e.g., light-colored scrubs or traditional attire like salwar-kameez or kurta-pyjama), along with a lab coat or apron. Clothing must be conservative, non-revealing, and in solid or subdued colors. Acceptable clothing types, including tops, bottoms, and required outerwear, shall be clearly specified by category of staff.

18.6.2. Grooming and Hygiene: Contractors must uphold high standards of personal hygiene. Hair should be clean and secured (tied back if long), fingernails trimmed and free from bright nail polish, and body odor must be neutral. Use of strong perfumes should be avoided. Jewelry and makeup must be minimal and professional. Tattoos or piercings that are offensive or culturally inappropriate must be covered during duty hours.

18.6.3. Footwear and PPE: Closed-toe, low-heeled, slip-resistant shoes with socks are mandatory. Open-toe sandals, flip-flops, or high heels are not permitted for safety and hygiene reasons. Contractors must wear appropriate PPE, including gloves, masks, gowns, and face shields based on their roles and clinical responsibilities, in compliance with the Occupational Safety, Health and Working Conditions Code, 2020.

18.6.4. Prohibited Attire: Contractors may not wear casual or inappropriate clothing such as jeans, shorts, crop tops, torn or soiled garments, or items with offensive graphics or text. Excessive makeup, jewelry, or accessories that may pose a hygiene risk or safety hazard are also not allowed.

18.6.5. Cultural and Religious Considerations: Reasonable accommodations will be made for religious attire (e.g., turbans, scarves, or kirpans) and for patient requests based on gender preference, provided such accommodations do not interfere with

safety, hygiene, or patient care. All such requests must be approved by management in advance.

18.7. Compliance and Enforcement :

This Dress Code and Appearance Policy is issued in strict compliance with the Occupational Safety, Health and Working Conditions Code, 2020, the Indian Contract Act, 1872, the Bharatiya Nyaya Sanhita, 2023, the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (POSH Act), the Indian Nursing Council Act, 1947, and Article 21 of the Constitution of India, along with all other applicable labor and professional laws.

18.7.1. Contractual Validity: As per Section 10 of the Indian Contract Act, 1872, all agreements made with free consent, for a lawful object, and not expressly forbidden by law, are legally enforceable. A signed employment contract containing this Dress Code and Appearance Policy is valid and binding on both the Company and the Contractor. Any breach of this clause constitutes a breach of contract, entitling the Company to take disciplinary and/or legal action.

18.7.2. Professional Standards: The Indian Nursing Council Act, 1947, and its Code of Ethics and Professional Conduct require all registered nurses to maintain dignity, decorum, and a professional appearance at all times while attending to patients, families, and colleagues. This policy is aligned with these binding professional standards, and violations may be reported to the State Nursing Council as professional misconduct.

18.7.3. Workplace Safety and Hygiene: The Occupational Safety, Health and Working Conditions Code, 2020, mandates the use of

personal protective equipment (PPE), maintenance of hygiene, and adherence to safety protocols in the workplace. The Company's dress code is designed to fulfill these statutory obligations and to protect the safety, dignity, and well-being of both Contractors and patients.

18.7.4. Dignity and Non-Harassment: Article 21 of the Constitution of India guarantees the right to life and dignity. The Company is obligated to protect the dignity of both the patient's family and its staff. Any staff behavior or appearance that causes mental disturbance, emotional manipulation, or provocation may be considered a violation of this right.

18.7.5. BNS Provisions: Under BNS Section 79 (word, gesture, or act intended to insult the modesty of a woman) and Section 75 (sexual harassment), the Company is empowered to take action if staff conduct or attire disturbs the peace, decency, or dignity of a patient's home or workplace. These provisions apply to all staff, regardless of gender, and are intended to prevent any form of harassment or provocation.

18.8. Ethics and Referrals :

The Contractor shall not accept any form of referral fee, commission, or kickback for patient referrals, procedures, or tests. Violations shall be reported to respective councils and may trigger suspension or blacklisting.

18.9. Emergency Protocols :

In emergency situations, Contractors shall act in accordance with the Good Samaritan Guidelines and emergency treatment obligations under the Clinical Establishments Act, 2010, and are required to report the same to the Employer within 4 hours.

18.10. Disciplinary Action:

Failure to comply with this policy shall constitute misconduct and may result in disciplinary proceedings, including but not limited to verbal or written warnings, suspension, or termination of employment. Repeated or gross violations may lead to further legal action as per applicable laws and company policy.

18.11. Non-Discrimination and Accommodation:

The Company will provide reasonable accommodation for religious or cultural attire unless such accommodation poses a safety or hygiene risk. All requests for accommodation must be approved by management in advance, in accordance with the principles of equality and non-discrimination under the Constitution of India.

Failure to comply with the dress code shall constitute misconduct under Company policy and may result in disciplinary proceedings, including corrective or legal action as appropriate.

Here is an extended and structured Section 19: Additional Terms for Clinical Contractors (Doctors and Physiotherapists) with new legal clauses, fully aligned with the style and legal rigor of the existing Empanelment Agreement. These clauses address licensing, liability, clinical protocols, continuing education, malpractice risk, telehealth conduct, and compliance with statutory healthcare frameworks.

19. ADDITIONAL TERMS FOR CLINICAL CONTRACTORS:

19.1. Professional Licensing and Registration :

The Contractor hereby confirms that they are duly licensed and registered under applicable law to practice medicine or physiotherapy in India:

19.1.1. Doctors must hold valid registration with the National Medical Commission (NMC) or respective State Medical Council.

19.1.2. Physiotherapists must hold registration with the Indian Association of Physiotherapists (IAP) or equivalent statutory body.

Failure to maintain valid registration shall constitute a material breach of this Agreement, entitling the Employer to immediate termination and legal recourse under Section 73 of the Indian Contract Act, 1872.

19.2. Scope of Clinical Practice :

The Contractor shall provide medical or rehabilitative services strictly within the scope of their qualification and licensing. The Contractor shall not perform surgeries, invasive procedures, or prescribe Schedule X drugs unless legally authorized.

Violation of this clause may constitute medical negligence or malpractice, subject to criminal prosecution under Section 106 of the Bharatiya Nyaya Sanhita (BNS) and the Contractor shall be solely liable for it.

19.3. Professional Indemnity Insurance :

The Contractor shall maintain valid Professional Indemnity Insurance with a minimum coverage of ₹10 lakhs per annum (or higher as prescribed by Employer policy or council directives). Proof of insurance must be submitted annually or on request.

Failure to maintain this insurance shall bar the Contractor from engaging in clinical assignments and may lead to suspension.

19.4. Telemedicine Compliance :

Where teleconsultation services are provided, the Contractor shall comply with the Telemedicine Practice Guidelines, 2020, issued by the Ministry of Health and Family Welfare. Violations may result in reporting to the NMC or IAP, and penalties under the Information Technology Act, 2000, and HIPSA 2023.

19.5. Clinical Documentation Standards :

The Contractor must complete documentation within 6 hours of any patient visit, home call, or telemedicine session. Along with that, he shall ensure legibility, objectivity, and integrity of all clinical entries and never alter or post-date medical records. All amendments must be signed and timestamped.

Falsification or omission of entries may constitute forgery under Section 336 of the BNS and a violation of the Medical Records Act, 2022.

19.6. Consent and Patient Rights :

The Contractor shall obtain informed consent (verbal or written) from the patient before initiating any clinical intervention, in accordance with the Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations and patient rights under the Clinical Establishments Act, 2010.

Failure to obtain valid consent prior to treatment shall be deemed professional misconduct and may lead to disciplinary or legal proceedings.

19.7. Reporting of Notifiable Diseases and Adverse Events :

The Contractor is obligated to report any notifiable infectious disease (e.g., TB, COVID-19) to local health authorities in

accordance with the Epidemic Diseases Act, 1897 and any adverse drug reactions (ADRs) or sentinel events through the Employer's incident management system and Pharmacovigilance Program of India (PvPI).

Failure to report may constitute public health violations under Sections 51 and 56 of the Disaster Management Act, 2005.

19.8. Referral Ethics and Anti-Inducement Policy :

The Contractor shall refer patients solely based on medical necessity and not accept or offer any monetary or material consideration in exchange for patient referrals.

Violation of this clause constitutes unethical conduct under the NMC Professional Ethics Regulations and may be prosecuted under the Prevention of Corruption Act, 1988, where applicable.

19.9. Compliance with Medical Council Guidelines :

The Contractor agrees to abide by all guidelines, circulars, and ethical standards issued by National Medical Commission (NMC) for doctors and Indian Association of Physiotherapists (IAP) or relevant state councils for physiotherapists.

Any violation of such ethical standards shall be deemed misconduct and subject to disciplinary action including blacklisting, reporting to regulatory bodies, and/or termination of contract.

20. LIABILITY AND INDEMNITY

20.1. Contractor Liability: The Contractor is liable for any negligence, misconduct, or damages caused during the course of employment, under Section 106 of the BNS (causing death by

negligence) and Section 125(b) of the BNS (causing grievous hurt by act endangering life or personal safety of others).

20.2. Indemnity: The Contractor agrees to indemnify and hold harmless the Employer against all actions, claims, demands, liabilities, costs, charges, and expenses arising as a result of the Contractor's negligence, recklessness, or willful misconduct. The Employer will not be held responsible for:

20.2.1. Patient demise or adverse outcomes resulting from the Contractor's negligence or misconduct

20.2.2. Loss of patient or organizational property due to Contractor misconduct

20.2.3. Legal matters involving patient complaints arising from the Contractor's actions.

20.3. The Contractor acknowledges that professional negligence may constitute an offense under Section 106 of the BNS (causing death by negligence) or Section 125(b) of the BNS (causing grievous hurt by negligence), each punishable with imprisonment and fine.

20.4. The Contractor shall immediately notify the Employer of any claim, complaint, or legal action related to their employment or professional practice. Failure to promptly notify the Employer may result in forfeiture of indemnity coverage and may constitute breach of contract.

21. GOVERNING LAW AND JURISDICTION

21.1. This Agreement shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Agreement. The Parties irrevocably

submit to the exclusive jurisdiction of any competent courts situated at Bangalore, India, and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

21.2. Any action arising out of or relating to this Agreement must be commenced within the limitation period prescribed by the Limitation Act, 1963, after which such claims shall be barred.

22. DISPUTE RESOLUTION

22.1. In the event of any dispute or disagreement arising out of or in connection with this Agreement, the Parties agree to engage in good-faith negotiations to resolve the matter.

22.2. If the dispute cannot be resolved through negotiations within thirty (30) days, either Party may initiate arbitration.

22.3. A sole arbitrator shall be appointed by the Employer and such arbitration shall be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996. The venue for arbitration proceedings shall be Bangalore, India.

22.4. The arbitration proceedings shall be conducted in English. The arbitrator's decision shall be final and binding on both Parties, enforceable in any court of competent jurisdiction.

22.5. Pending final resolution of any dispute, the Parties shall continue to fulfill their respective obligations under this Agreement, unless the nature of the dispute prevents such continued performance.

22.6. The costs of arbitration, including the arbitrator's fees and expenses, shall be shared equally by the Parties unless the arbitration award provides otherwise.

23. MISCELLANEOUS

23.1. The provisions of this Agreement shall remain in full force and effect at all times post the Effective Date of this Agreement.

23.2. This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written communication (other than the Non-Disclosure, Non-Circumvention, and Non-Solicitation Agreement) between the parties with respect to the subject matter hereof.

23.3. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed to best effectuate the original intent and purpose of this Agreement.

23.4. No amendment of this Agreement shall be effective unless signed by both parties.

23.5. Any waiver by the Employer of a breach or threatened breach of this Agreement by the Contractor shall not be construed as a waiver of any subsequent breach by the Contractor. Any waiver must be in writing and signed by the Party sought to be bound.

23.6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement.

23.7. The Contractor shall be liable to pay the Employer for the damages, costs, expenses incurred in the event of the Contractor committing any breach of any of the terms or conditions

contained in this Agreement, the code of conduct and business ethics of the Employer or any manual containing the Employer's policies and procedures, in accordance with Section 73 and 74 of the Indian Contract Act, 1872.

23.8. This Agreement may be executed digitally, and digital signatures shall be deemed valid and binding under Section 5 of the Information Technology Act, 2000, and the provisions of the Indian Evidence Act, 1872, as amended.

24. FORCE MAJEURE

24.1. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by events beyond the reasonable control of the Party, including but not limited to acts of God, natural disasters, pandemic, epidemic, war, civil disorder, or government regulations restricting normal operations.

24.2. The Party affected by such force majeure event shall promptly notify the other Party and shall take all reasonable steps to minimize the effects of such force majeure event.

24.3. If a force majeure event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement with written notice to the other Party, without liability.

25. DATA PROTECTION COMPLIANCE

25.1. The Contractor shall comply with all obligations under the Digital Personal Data Protection Act, 2023, and other applicable data protection laws when processing any personal data in the course of employment.

25.2. The Contractor shall process personal data only for legitimate purposes related to employment duties, maintain confidentiality of all personal data accessed, implement appropriate security measures to prevent unauthorized access or disclosure, and report any data breach immediately to the designated officer.

25.3. The Contractor shall comply with the obligations under the Digital Personal Data Protection Act, 2023, and other applicable data protection laws and hence return all the data and information along with the documents procured whilst the employment with Varolyn after the end of the employment contract.

26. Post-Tenure Engagement Clause

Notwithstanding the completion or termination of this Agreement, if the Contractor continues to render services to the Company, directly or indirectly, in any capacity, whether on-site or remotely, the terms and conditions of this Agreement shall continue to remain valid and binding upon the Contractor for a period of three (3) years from the date of such continued engagement, unless a new agreement is expressly executed between the parties.

This clause shall apply even in the absence of a written extension or renewal, and any such continued association shall be deemed as an implied acceptance of the existing terms by the Contractor.

27. ACCEPTANCE OF TERMS

By signing this Agreement, the Contractor acknowledges that he/she has read, understood, and agreed to abide by the terms and conditions herein. The Contractor further acknowledges that violation of any provision may result in disciplinary action, legal

proceedings, and/or criminal prosecution as specified in this Agreement and applicable laws.

IN WITNESS AND AGREEMENT WHEREOF, the Employer has executed this contract with due process through the authorization of official company agents and with the consent of the Contractor, given here in writing.

Appendix A- DUTIES AND OBLIGATIONS OF THE CONTRACTOR

Appendix B- COMPENSATION AND BENEFITS

This agreement is governed by the laws of India. For any queries or clarifications, please contact Varolyn Healthcare's customer support.

By signing or digitally accepting this agreement, you confirm your acceptance of all the above terms and conditions.

