Vendor Services Agreement

BY AND BETWEEN:

Varolyn Healthcare Private Limited, a company incorporated under the laws of India, having its registered office at **SOFTWARE INDUSTRY NO,10/12 80 FEET MAIN ROAD ,KORAMANGALA I BLOCK,BANGALORE SOUTH ,BANGALORE, 560034**

, (hereinafter referred to as the "**Company**", which expression shall, where the context so admits, include its successors and permitted assigns),

AND

For the purpose of this Agreement, the term **"Vendor"** refers to the individual or entity filling and submitting this form, who is a [company/LLP/proprietorship] incorporated under the laws of India. The Vendor shall be deemed to have agreed to the terms herein upon signing at the end of this Agreement.

The **Company** and the **Vendor** are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**

Recitals:

A. The Company is engaged in the business of providing corporate home healthcare services in India, including home nursing, caregiving, physiotherapy services and medical equipment supply for home care ("**Home Healthcare Services**").

B. The Vendor is in the business of providing on-demand healthcare staffing (such as nurses, caregivers, physiotherapists) and/or supplying and maintaining medical equipment and related services, and represents that it has the necessary expertise, licenses, resources, and trained personnel to perform such services in compliance with applicable laws and industry standards.

C. The Company desires to engage the Vendor to supply certain services and/or equipment in support of the Company's Home Healthcare Services, and the Vendor agrees to provide such services and equipment as an independent contractor, strictly under the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

1. Definitions

In this Agreement, unless the context indicates otherwise, the following terms shall have the meanings assigned below (additional definitions may be set forth in the body of the Agreement):

- **"Applicable Law"** means all applicable central, state, and local laws, statutes, rules, regulations, ordinances, court orders, and regulatory guidelines in force in India (particularly in the State of Karnataka) that apply to the Parties or the subject matter of this Agreement. This includes without limitation the Indian Contract Act, 1872; the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA); the Employees' State Insurance Act, 1948 (ESI) and Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (EPF); the Code on Social Security, 2020 (to the extent applicable); the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (POSH Act); the Indian Nursing Council Act, 1947 and any applicable state nursing council regulations; the National Commission for Allied and Healthcare Professions Act, 2021 (NCAHP Act); the Drugs and Cosmetics Act, 1940 and Medical Device Rules, 2017; the Bio-Medical Waste Management Rules, 2016; the Information Technology Act, 2000 and rules thereunder (including rules on sensitive personal data); the Digital Personal Data Protection Act, 2023 (DPDP Act); guidelines issued by the Indian Computer Emergency Response Team (CERT-In); and all other applicable healthcare, labor, tax, environmental, data protection, and safety laws, as amended from time to time .

- **"Services"** means the services to be provided by the Vendor under this Agreement, as more particularly described in *Schedule 1* (Scope of Services & Service Levels). The Services may include one or both of the following categories: (a) **Staffing Services**, meaning the provision of qualified healthcare professionals (such as nurses, caregivers, physiotherapists or similar personnel) to the Company on a freelance or assignment basis for home healthcare ("Vendor Personnel"); and (b) **Equipment Services**, meaning the supply, rental, installation, and maintenance of medical equipment or devices for use in home healthcare settings ("Equipment"). The specific Services the Vendor is engaged to provide (Staffing Services, Equipment Services, or both) shall be as set forth in *Schedule 1*.

- **"Vendor Personnel"** means any individual personnel deployed or provided by the Vendor to perform the Services, including but not limited to nurses, caregivers, therapists, technicians, or other staff engaged by the Vendor (whether as employees, consultants, subcontractors or agents of the Vendor) for performing the Staffing Services. For clarity, **Vendor Personnel are not and shall not be deemed employees of the Company**, and the Vendor shall be solely responsible for all obligations as their employer or principal.

- **"Equipment"** means any medical equipment, device, or medical supply provided by the Vendor under this Agreement as part of Equipment Services. This includes but is not limited to durable medical equipment, monitors, oxygen concentrators, ventilators, hospital beds, mobility aids, or any other healthcare-related equipment listed in *Schedule*

1 or subsequently added by written agreement. Equipment shall be deemed to include all accessories, software, instructions/manuals, and documentation supplied with the physical device.

- **"Service Level Agreement" or "SLA"** refers to the performance standards, metrics, and service level commitments that the Vendor is required to meet in delivering the Services, as set out in *Schedule 2* (Service Level Metrics and Requirements). The SLA includes any credits, penalties, or remedial actions applicable if the Vendor fails to meet the specified performance metrics, as well as any escalation procedures for service issues.

- **"Confidential Information"** means all information, whether oral or written, that is disclosed or made available by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with this Agreement and that is identified as confidential or which by its nature or context should reasonably be understood to be confidential. Confidential Information includes, without limitation: business plans, financial records, pricing, trade secrets, patient or client lists, personal data of patients or employees, clinical or medical information, technical information, protocols, standard operating procedures, training materials, know-how, and any documents marked "confidential." For the avoidance of doubt, all personal health information or personal data relating to patients or customers that the Vendor or Vendor Personnel may handle under this Agreement, and all Company-provided data, shall be treated as Confidential Information. Confidential Information does not include information that (i) is or becomes part of the public domain through no wrongful act or breach by the Receiving Party, (ii) was already lawfully in the Receiving Party's possession without an obligation of confidentiality prior to disclosure by the Disclosing Party, (iii) is lawfully disclosed to the Receiving Party by a third party who is not under a confidentiality obligation, or (iv) is independently developed by the Receiving Party without use of the Disclosing Party's confidential information.

- **"Personal Data"** means any information relating to an identified or identifiable individual ("Data Principal") that is received or processed by the Vendor in the course of performing the Services. This includes any personally identifiable information, personal health information, and sensitive personal data (such as health records) of patients, customers, or employees, as defined under Applicable Law (including the DPDP Act and IT Act rules).

- **"Data Protection Laws"** means all Applicable Laws relating to data privacy, data protection, and information security, including the DPDP Act, 2023 and the rules thereunder, the Information Technology Act, 2000 and applicable rules such as the SPDI (Sensitive Personal Data or Information) Rules, and any other law or regulation concerning the handling, privacy, or security of Personal Data or information technology in India.

- **“Incident”** means any event or occurrence that (i) compromises the safety of a patient or Vendor Personnel, (ii) causes or threatens to cause harm to any person or property in the course of Services, or (iii) is otherwise required to be reported under Applicable Law or the Company’s policies. Incidents include (without limitation) any accident, injury, medical error (such as medication errors), needle-stick or exposure to bodily fluids, patient fall, abuse or neglect allegation, breach of data or confidentiality, medical device malfunction causing risk, or any deviation from prescribed care resulting in potential harm.

- **“Intellectual Property”** means all patents, copyrights, trademarks, trade secrets, database rights, designs and all other intellectual property rights and proprietary rights, whether registered or unregistered, and including all applications and rights to apply for any of the foregoing. (Note: Any Intellectual Property provided by the Company to the Vendor or developed during the Services shall be addressed in Section 9 on Confidentiality and any applicable Schedule.)

*(Any capitalized term used in this Agreement but not defined in this **Definitions** clause shall have the meaning ascribed to it elsewhere in the Agreement. Headings are for convenience only and shall not affect interpretation.)*

2. Scope of Services and Vendor’s General Obligations

2.1 **Scope of Services:** The Vendor agrees to provide the Services to the Company as described in *Schedule 1* (Scope of Services) and in accordance with the Service Level commitments in *Schedule 2*. The Vendor shall perform the Services strictly in accordance with this Agreement, the specifications and requirements provided by the Company, and all Applicable Law. The exact nature, volume, and specifications of the Services (e.g. number and qualifications of Vendor Personnel, types of Equipment, locations for service, timelines, etc.) may be further detailed in *Schedule 1* or in written work orders or requests issued by the Company from time to time. In the event of any conflict between *Schedule 1* and this Agreement, the provisions of this Agreement shall prevail unless *Schedule 1* expressly provides otherwise for that specific instance.

2.2 **Independent Contractor; No Partnership/Employment:** The Parties expressly acknowledge that the Vendor is engaged as an independent contractor. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or employment relationship between the Vendor (or Vendor Personnel) and the Company. The Vendor Personnel deployed for Staffing Services shall remain employees or subcontractors of the Vendor and under its sole direction and control. The Vendor shall be solely responsible for the remuneration, benefits, insurance, and employment-related obligations to Vendor Personnel, including compliance with wage and hour laws, ESI, EPF contributions, gratuity, and other statutory benefits. The Company is interested only in the results obtained and has no responsibility for supervising the Vendor’s operations. The Vendor shall not hold itself out as an

agent or representative of the Company, and neither Party shall have the authority to bind the other in any manner except as expressly provided in this Agreement.

2.3 **General Obligations of Vendor:** The Vendor shall at all times during the Term (as defined in Section 14.1) perform the Services and its obligations hereunder in a professional and diligent manner, using at least the degree of skill, care, prudence and foresight that would reasonably be expected from a highly competent provider of similar services. **Without limiting the generality of the foregoing**, the Vendor shall:

- **a. Compliance and Licenses:** Ensure full compliance with all Applicable Laws in performing the Services, and obtain and maintain all necessary licenses, permits, registrations, and certifications required to perform the Services (including without limitation any labor licenses under the CLRA for supply of contract workers, enrollment with ESI/EPF authorities for its personnel, medical device import/distribution licenses if supplying Equipment, etc.). The Vendor shall promptly furnish proof of such compliance (e.g. copies of registrations, licenses, ESI/EPF challans, etc.) upon reasonable request by the Company . The Vendor represents that it is duly organized and has full power and authority to enter into and perform this Agreement.

- **b. Personnel and Resources:** Provide all personnel, Equipment, tools, materials, transportation, and resources required for the timely and effective performance of the Services. This includes ensuring an adequate pool of trained backup Vendor Personnel and spare Equipment units to meet service requirements and any surge in demand or replacements as detailed in Section 8 (Replacement and Continuity). The Vendor will be solely responsible for the employment-related aspects of Vendor Personnel (hiring, training, payroll, discipline, replacement, etc.) and for ensuring that Vendor Personnel present themselves in a professional manner and follow the Company's reasonable directions while on assignment.

- **c. Policies and Training:** Abide by and cause its Vendor Personnel to abide by all applicable policies, protocols, guidelines, or codes of conduct provided by the Company (including patient care protocols, data protection policies, safety guidelines, dress code/uniform requirements, and IT usage policies). The Vendor shall ensure that Vendor Personnel are adequately trained and oriented on the relevant Company policies, the specific duties of their assignments, patient rights and etiquette, and the standards of care expected. The Vendor shall arrange, at its own cost, any additional training or certification required under Applicable Law or as reasonably requested by the Company (for example, training on Infection Prevention and Control, patient safety, emergency procedures, etc.). All Vendor Personnel providing clinical care shall be certified in at least Basic Life Support (BLS), and where applicable (e.g. ICU care or advanced life support situations) Advanced Cardiac Life Support (ACLS) certification should be current. The Vendor shall maintain records of all trainings and certifications of Vendor Personnel, and provide evidence to the Company upon request.

- **d. Quality of Service:** Perform the Services in accordance with highest industry standards and the agreed Service Levels. The Vendor shall regularly monitor and assess the quality of Services provided (including the conduct and performance of Vendor Personnel and the functioning of any Equipment supplied) to ensure they meet or exceed the SLA metrics in *Schedule 2*. The Vendor shall implement quality assurance processes and immediately address any deficiencies identified by the Vendor or notified by the Company. Regular service review meetings shall be held with the Company (as per the frequency agreed in *Schedule 2*) to discuss performance, feedback, and improvement measures.

- **e. Service Records and Reporting:** Maintain complete and accurate records of all Services provided, including attendance and duty records of Vendor Personnel, maintenance and calibration logs for Equipment, incident reports, and any other documentation reasonably required by the Company or by Applicable Law. The Vendor shall provide to the Company periodic reports in the format and frequency specified in *Schedule 5* (Reporting Formats), including at minimum reports on service performance against SLA, incidents/complaints, staffing attendance, equipment uptime, and any regulatory compliance reports. The Company shall have the right to inspect and audit such records subject to reasonable notice, as further set forth in Section 10 (Data Protection and Audit).

- **f. Coordination and Escalation:** Designate a competent representative or contract manager as a single point of contact for the Company, who shall be responsible for day-to-day coordination of Services and addressing any issues that arise. The Vendor shall also provide an escalation matrix with the contact details of Vendor's senior management for resolving issues that are not resolved by the primary contact. In the event of any service failure, safety incident, or other material issue, the Vendor's representative shall immediately inform the Company's designated representative and cooperate in good faith to resolve the issue. If an issue is not resolved within agreed timelines, it shall be escalated to higher management of both Parties as per the escalation procedure in *Schedule 2*.

- **g. Non-Interference and No Loopholes:** The Vendor shall not do or omit to do any act that may result in legal or operational complications or expose the Company to risk. The Vendor shall proactively identify and communicate any potential gaps or risks in the service process and work with the Company to close those gaps. Both Parties acknowledge that the intent of this Agreement is to comprehensively cover the services with no room for misinterpretation; therefore, any provision of this Agreement shall be interpreted in light of this intent to prevent **any legal or operational loophole**. If any ambiguity is identified, the Parties shall promptly clarify it in writing to uphold the purpose of strict compliance and enforceability of this Agreement.

- **h. Company's Obligations:** *(For completeness and to avoid any operational gaps, the Company shall also have certain obligations.)* The Company shall: (i) provide the Vendor

with relevant information, access, and cooperation reasonably necessary for the Vendor to perform the Services (for example, timely sharing of patient care plans or service requests, providing required authorizations for Vendor Personnel to access patient premises, etc.); (ii) designate a representative to liaise with the Vendor's representative for coordination and issue resolution; and (iii) make timely payment of fees due to the Vendor in accordance with Section 12 of this Agreement, subject to the terms and conditions herein. Except for these obligations or as otherwise expressly stated in this Agreement, no additional obligations shall be implied on the Company.

2.4 **Subcontracting and Assignment:** The Vendor shall not subcontract, delegate, or outsource any portion of the Services to any third party (including engaging freelance individuals) without the prior written consent of the Company. If the Company provides such consent, the Vendor must ensure that any approved subcontractor or sub-vendor is bound in writing by obligations no less stringent than those imposed on the Vendor under this Agreement, especially regarding compliance, quality, confidentiality, and data protection. The Vendor shall remain fully responsible and liable for the performance of any approved subcontractor or of any Vendor Personnel provided through any such subcontractor . The Vendor shall also maintain an updated register of all such sub-processors or subcontractors (if any) in *Schedule 9* and shall promptly inform the Company of any changes to it. The Vendor shall not assign or transfer this Agreement or any right or obligation hereunder to any third party without the prior written consent of the Company. The Company shall be free to assign or novate this Agreement (in whole or part) to any affiliate or successor entity in the event of a reorganization or transfer of business, with notice to the Vendor.

2.5 **Conflict of Interest:** The Vendor warrants that there is no conflict of interest in its provision of the Services for the Company. The Vendor, during the Term, shall not enter into any arrangement that conflicts with its obligations under this Agreement or that interferes with the due and diligent performance of Services. The Vendor shall immediately disclose to the Company any actual or potential conflict of interest of which it becomes aware, and the Parties shall discuss in good faith to address the conflict.

3. Staffing-Specific Obligations

(Applicable if the Vendor provides Staffing Services)

Where the Vendor is providing Staffing Services (healthcare personnel) to the Company, the following additional obligations and conditions shall apply with respect to Vendor Personnel:

3.1 **Credentialing and Qualifications:** The Vendor shall ensure that all Vendor Personnel provided under this Agreement meet the minimum qualifications, experience, and competency

requirements specified by the Company for their respective roles. *Schedule 3* (Staff Credentialing Checklist) sets forth the checklist of credentials and documents required for each category of Vendor Personnel. **At a minimum**, each Vendor Personnel shall:

- Hold the requisite professional qualifications and degrees/diplomas for their role (for example, nurses must have completed ANM/GNM or B.Sc Nursing from a recognized institution; physiotherapists must have a BPT/MPT; caregivers must have appropriate training or certification in home care or nursing assistance).

- Possess and maintain a valid registration/license with the relevant professional council or authority. (E.g., nurses must be registered with the Karnataka State Nursing Council or Indian Nursing Council as required; allied health professionals like physiotherapists should be duly registered under the concerned council or the NCAHP Act framework once operational.) The Vendor shall provide copies of current registration certificates and ensure timely renewals.

- Have a minimum 6 Months of relevant clinical experience (or as specified in *Schedule 3* for each role). The Vendor shall furnish detailed resumes or profiles for each Vendor Personnel, including references if requested by the Company.

- Be certified in Basic Life Support (BLS) and/or other life support or specialty certifications as required for the assignment (for example, ACLS for critical care assignments, any mandatory trainings under the Company's clinical protocols, etc.), and such certifications shall be kept up-to-date.

- Undergo and clear a background verification process, including police verification if required under Company policy or Applicable Law. The Vendor warrants that it has verified the identity, credentials, and background (including criminal record and past employment verification) of all Vendor Personnel prior to deployment.

- Be medically fit to perform their duties. The Vendor shall ensure each Vendor Personnel undergoes a pre-employment or pre-deployment health check (including tests for communicable diseases as relevant to healthcare settings). Vendor Personnel should be immunized in accordance with standard healthcare worker immunization guidelines (e.g., Hepatitis B vaccination, Covid-19 vaccination as per prevailing health advisories, etc.). Vendor shall maintain proof of such medical fitness and immunizations on record.

The Company reserves the right to independently verify the qualifications and background of any Vendor Personnel and to reject any individual who, in the Company's reasonable opinion, does not meet the required criteria or poses a risk to patient safety or service quality. The Vendor shall not deploy any individual that the Company has disapproved.

3.2 **Presentation and Conduct:** Vendor Personnel provided for assignments must present themselves professionally and adhere to high standards of ethical and professional conduct. This includes:

- **Uniforms and Identification:** Vendor Personnel shall wear appropriate attire or uniforms as specified by the Company (or, if not specified, as is customary for their role in a home care setting). If the Company requires specific uniforms or branding (e.g., wearing a Company ID badge or logo), the Company will inform the Vendor in advance, and the Vendor shall ensure compliance. Vendor Personnel must always carry and display a proper identification badge (issued by the Vendor or the Company) while on duty at a patient's home or Company premises.

- **Professional Demeanor:** Vendor Personnel shall maintain a courteous, compassionate, and patient-centric demeanor at all times. They must respect the privacy and dignity of patients and their families, adhere to patient rights, and avoid any inappropriate behavior. The Vendor shall brief its personnel to strictly avoid harassment, discrimination, or any unprofessional conduct. Any violation or complaint in this regard shall be treated as an Incident and addressed per Section 9 and the POSH Act or other Applicable Laws as relevant.

- **Adherence to Duty Schedules:** Vendor Personnel must adhere to the duty timings, shift schedules, and rosters agreed for their assignment (whether live-in 24-hour care, or specific visiting hours for part-time care). The Vendor is responsible for communicating the schedule to the personnel and ensuring punctuality. No Vendor Personnel should abandon or leave a patient unattended during an ongoing shift until properly relieved by a replacement. For live-in assignments, the Vendor shall ensure adequate rest periods and reliever arrangements for personnel as per labor law requirements and to prevent fatigue (for example, by rotating staff or giving periodic days off as appropriate).

- **Instructions and Care Plans:** Vendor Personnel shall carry out their duties in accordance with the care plan or instructions provided by the Company's clinical team for each patient. They should maintain appropriate records of care (e.g., nursing notes, vital signs logs, therapy notes, etc.) as directed by the Company. They must promptly report any significant observations, changes in patient condition, or issues to the Company's designated medical supervisor. Under no circumstances shall Vendor Personnel modify a prescribed care plan or administer any treatment/procedure outside their scope without authorization from the Company's medical team and, where required, the patient's doctor.

3.3 **Supervision and Replacement of Personnel:** Vendor Personnel will work under the overall guidance of the Company's clinical supervisors when on assignment, but they remain under the administrative supervision of the Vendor. The Vendor shall have in place a system for regular check-ins or supervision of its personnel's performance (for example, periodic site visits or calls by Vendor's field supervisor) to ensure quality service delivery. If the Company notifies

the Vendor of any performance issue or misconduct by any Vendor Personnel, the Vendor shall take immediate corrective action, including counseling or removing and replacing that individual (see Section 8 for Replacement obligations). The Vendor shall also ensure continuity of care during any change of personnel by proper handover and briefing between outgoing and incoming staff.

3.4 **No Employment by Company:** The Vendor acknowledges and agrees that the Company has not made, and will not make, any offer or assurance of employment to any of the Vendor Personnel. The Vendor shall not represent to its personnel that they may become employees of the Company. Except as otherwise provided in Section 11 (Non-Solicitation), the Vendor Personnel shall not be entitled to any employment or direct contractual relationship with the Company by virtue of their assignment, and they shall not be eligible for any compensation, benefits, or privileges of employment from the Company. The Vendor shall defend, indemnify, and hold the Company harmless from any claim by any Vendor Personnel or governmental authority that an employer-employee relationship exists between the Company and Vendor Personnel, including any claim for salary, benefits, or compensation, or any tax or social security obligations (refer Section 12 for indemnity) .

3.5 **Standards of Care and Liability:** The Vendor shall ensure that Vendor Personnel perform their duties with a high degree of care, adhering to all clinical standards and protocols provided by the Company and generally accepted in the medical community. The Vendor is responsible for any acts or omissions of Vendor Personnel while on assignment. In the event any Vendor Personnel is found to be grossly negligent, engaged in misconduct, or in any way jeopardizes patient safety, the Company may immediately suspend that individual's services and the Vendor shall provide a replacement forthwith (notwithstanding any other remedy the Company may have). The Vendor shall cooperate in any investigation or legal proceeding regarding any allegations of professional misconduct or negligence by its personnel. The Vendor shall also maintain appropriate professional liability insurance covering the acts of its personnel as detailed in Section 12.3.

4. Equipment-Specific Obligations

(Applicable if the Vendor provides Equipment Services)

Where the Vendor is providing Equipment (medical devices or supplies) to the Company or its patients under this Agreement, the following additional terms apply:

4.1 **Equipment Specifications and Licensing:** The Vendor shall ensure that all Equipment provided is of merchantable quality, fit for the intended purpose, and complies with the specifications and quantities as may be set forth in *Schedule 1* or individual orders. Each item of Equipment must be a genuine, approved product that meets all regulatory requirements. In

particular, if the Equipment is classified as a medical device under the Medical Device Rules 2017 or other Applicable Law, the Vendor represents and warrants that the necessary licenses, registrations, or certifications have been obtained to manufacture, import, distribute, or sell such Equipment in India. The Vendor shall provide copies of relevant license certificates or declarations of conformity upon request. No Equipment that is past its expiry or shelf-life, subject to a ban or recall, or not in compliance with Indian standards (e.g., BIS standards if applicable) shall be supplied.

4.2 **Delivery, Installation, and Training:** The Vendor shall be responsible for timely delivery of the Equipment to the location designated by the Company or the patient, as agreed. The Vendor shall also handle installation and setup of the Equipment at the site (if installation is required) and ensure that it is functioning correctly. Upon installation or delivery, the Vendor shall provide clear instructions and training to the end-users (Company staff, patients or their family members, as applicable) on the proper use, operation, and basic troubleshooting of the Equipment. All user manuals, guides, warranty cards, and safety information must be provided in English (and local language where available). The Vendor must obtain an acknowledgment (such as a delivery note or installation report signed by the Company representative or patient) confirming that the Equipment was delivered in good working condition and that initial training was provided.

4.3 **Maintenance and Preventive Servicing:** The Vendor is responsible for all preventive and routine maintenance of the Equipment during the term of its use under this Agreement. The Vendor shall perform maintenance and safety checks at intervals recommended by the manufacturer or as specified in *Schedule 4* (Equipment Maintenance & SLA), whichever is more stringent. This includes calibration of devices (where applicable), performance verification, cleaning and servicing, replacement of worn parts, and software updates/patches for any software-driven device. The Vendor shall maintain a **Preventive Maintenance (PM) log** and certification for each Equipment item, and a copy of the maintenance record (with date, details of service, and technician name) shall be provided to the Company after each service. If any Equipment must be taken out of service for PM or repairs, the Vendor shall coordinate timing with the Company to minimize disruption to patient care and provide a substitute or backup unit if necessary to ensure continuity.

4.4 **Repair and Uptime Commitment:** In the event any Equipment malfunctions or fails to perform properly, the Vendor shall respond immediately to address the issue. The Vendor commits to a **Service Uptime** as specified in *Schedule 4* (e.g., at least 99% uptime per month for critical life-sustaining equipment, and 95% for non-critical equipment, unless different metrics are agreed). The Vendor shall have a helpdesk or emergency contact available 24x7 for reporting equipment issues. Upon notification of a breakdown or malfunction, the Vendor shall: (a) provide remote troubleshooting guidance within [**1**] hour; and (b) if not resolved, dispatch a qualified technician to the site within [**4**] hours (for critical devices) or [**12**] hours (for other devices), unless otherwise specified in *Schedule 4*. The technician shall attempt on-site repair or adjustment. If the Equipment cannot be restored to full functional condition within [**6**] hours of technician arrival (or within the maximum downtime allowed in *Schedule 4*), the Vendor **must provide a replacement Equipment** of similar or higher specifications at no additional cost to

the Company, so that patient care is not jeopardized. The Company may, in its discretion, arrange alternative equipment from a third party if the Vendor fails to meet these timelines, and any reasonable charges incurred by the Company for such alternative arrangement shall be reimbursed by the Vendor or deductible from Vendor's fees.

4.5 **Quality Assurance and Recall Compliance:** The Vendor shall institute a quality assurance process for all Equipment supplied. Each Equipment shall be inspected and tested by the Vendor prior to delivery to ensure it is fully functional and free from defects. The Vendor shall sanitize and disinfect any reusable Equipment or parts (especially patient-contact devices like nebulizers, suction machines, etc.) before providing them for use by a new patient, following appropriate infection control standards. Furthermore, the Vendor must stay informed about any safety alerts, field corrections, or recalls issued by the manufacturer or regulators for any Equipment provided. **If any Equipment is subject to a recall or safety notice,** the Vendor shall immediately notify the Company and take all necessary corrective actions in accordance with the recall notice (such as withdrawing the Equipment from use, providing a fix or replacement, and/or notifying affected patients). The Vendor shall bear all costs associated with any such recalls or fixes. The Vendor also warrants that it will comply with any adverse event reporting obligations for medical devices, and will timely inform the Company of any reportable incidents or adverse events involving the Equipment, to enable regulatory reporting as needed.

4.6 **Ownership and Handover:** The Agreement (or relevant order) shall specify whether the Equipment provided is on a rental/loan basis or sold and transferred to the Company or patient. In absence of specific designation, any Equipment deployed for patient use under this Agreement shall be assumed to be on a rental basis (owned by the Vendor). For rental Equipment, the Vendor retains ownership; however, the Vendor grants the Company and/or the patient the right to use the Equipment during the service period. The Vendor shall ensure all rental Equipment is retrieved from the patient promptly upon end of the service or termination of this Agreement (within [**7**] days or as mutually agreed). For any Equipment sold, title and risk will pass to the Company or patient (as applicable) upon successful delivery and installation, except that the Vendor shall remain responsible under warranty or maintenance obligations as per this Agreement or any manufacturer's warranty. The Vendor shall cooperate in executing any documents necessary to transfer warranties or support from the manufacturer to the end-user.

4.7 **Risk of Loss and Insurance for Equipment:** The Vendor bears the risk of loss, theft, or damage to any Equipment until it is delivered and, if applicable, installed and commissioned at the designated site. For rental Equipment, the Vendor continues to bear the risk of normal wear and tear and technical failure; however, the Company or patient will exercise reasonable care to safeguard the Equipment from gross damage or misuse. The Vendor shall maintain appropriate insurance for the Equipment it owns or supplies, covering at least damage, theft, and liability arising from its use (this is in addition to insurance requirements in Section 12.3). If any Equipment is damaged or destroyed due to negligence of the Vendor or its personnel (including improper installation or servicing), the Vendor will repair or replace it at its own cost. If damage is caused by the willful misconduct of the Company's employees or agent (excluding Vendor Personnel) or the patient, then the Parties will discuss in good faith a fair allocation of repair/replacement cost not otherwise covered by insurance.

4.8 **Documentation and Regulatory Support:** The Vendor shall provide all necessary documentation related to the Equipment, which may include quality certificates, calibration certificates, licenses, etc. The Vendor shall also assist the Company in any regulatory inspections or inquiries relating to the Equipment (for example, providing information for any audit by drug control authorities regarding medical devices). If the Equipment is of a nature that requires any regulatory approval or patient consent for home use, the Vendor shall inform the Company and not proceed without such approval/consent being in place.

4.9 **Additional Equipment Terms:** Any additional or specific terms related to particular Equipment (such as special handling requirements, consumable supply responsibilities, or service charges) shall be set forth in *Schedule 4* or in a specific work order. In case the Company requires additional equipment types during the Term, the Parties may mutually agree in writing (including by updating *Schedule 1* and *Schedule 4*) to include such equipment and the applicable terms for the same, and such written agreement shall be deemed incorporated herein.

5. Service Levels, Escalation and Penalties

5.1 **Service Level Agreement (SLA):** The Vendor agrees to meet or exceed the Service Level metrics and performance standards set out in *Schedule 2* (Service Level Metrics and Requirements). These SLA metrics are designed to ensure high quality and reliable service delivery. Key performance indicators may include, **for example:** staffing fulfillment rate (e.g. percentage of shifts filled without absence), punctuality/timeliness of Vendor Personnel, patient satisfaction scores, incident response times, Equipment uptime percentage, preventive maintenance compliance, and reporting timeliness. *Schedule 2* also defines the method of measurement, reporting frequency, and evaluation period for each metric (e.g. monthly or quarterly evaluations). The Vendor shall diligently record and track its performance and provide SLA compliance reports as part of the regular reporting (per Section 2.3(e) and *Schedule 5*).

5.2 **Incident-Based SLAs:** In addition to continuous metrics, certain specific obligations shall be treated with service level commitments – for instance: **(a) Staff Replacement Time** – if a Vendor Personnel cannot report to duty or is removed, a suitable replacement must be provided within [**4**] hours for critical cases (or [**24**] hours for non-critical cases), as detailed in Section 8; **(b) Equipment Repair/Replacement Time** – as detailed in Section 4.4, breakdowns must be addressed or equipment replaced within specified hours; **(c) Incident Response** – any safety incident must be reported and initial investigation started within [**2**] hours of discovery, etc. These specific commitments are also summarized in *Schedule 2* with associated penalties for breaches.

5.3 **Escalation Protocol:** If the Vendor anticipates or identifies any issue that may cause a deviation from the agreed Service Levels (or any other material breach of this Agreement), it shall proactively escalate the matter to the Company's designated contact as per the escalation matrix in *Schedule 2*. Conversely, if the Company identifies a service lapse or urgent issue, it will notify the Vendor's primary contact for immediate action. If that contact is unresponsive or

unable to resolve promptly, the Company may escalate to the next level of Vendor's management as provided in the matrix (e.g., Account Manager, then Operations Head, then CEO). The Vendor shall ensure that appropriate management personnel are available on call to discuss and resolve escalated issues 24x7 for critical matters. All escalations and steps taken shall be documented in an incident log.

5.4 **Service Credits and Penalties:** In the event the Vendor fails to meet any SLA metric or performance obligation, the Vendor shall be liable for service credits or penalties as described in *Schedule 2*. Service credits typically are measured as a percentage deduction in the fees payable for the relevant service period, commensurate with the severity of the SLA breach.

5.5 **Chronic SLA Failures:** If the Vendor fails to meet any critical Service Level (as designated in *Schedule 2*) for **two** consecutive measurement periods, or fails to meet **any** Service Levels (critical or non-critical) on a consistent and repeated basis for **three** or more periods in a six-month span, it shall constitute a material breach of this Agreement. In such an event, the Company may, at its discretion: (a) require the Vendor to implement a formal corrective action plan (CAP) approved by the Company, to promptly rectify the performance issues; (b) suspend part of the Services until the Vendor demonstrates ability to meet requirements; and/or (c) terminate the Agreement for cause under Section 14.2 if the Vendor does not show immediate improvement. The Vendor shall cooperate fully in such remedy processes and understands that chronic SLA failures undermine the essence of this Agreement.

5.6 **Force Majeure Impact on SLAs:** In the event a Force Majeure event (as defined in Section 15.6) directly prevents the Vendor from meeting an SLA (for example, a natural disaster delaying staff from reaching a site), the SLA failure shall be excused provided the Vendor gives prompt notice of the Force Majeure and makes all reasonable efforts to mitigate the impact. Any excused non-performance shall not be counted as a breach for purposes of calculating chronic failures or penalties, to the extent confirmed by the Company. The Company and Vendor shall mutually discuss any temporary adjustment needed to SLA requirements during the Force Majeure period.

6. Replacement, Backup and Continuity

6.1 **Staffing Replacement and Backup:** The Vendor shall ensure continuity of staffing services for all scheduled shifts and patient engagements. If any Vendor Personnel is unable to report for duty at the scheduled time (due to illness, emergency, resignation, or any other reason), **the Vendor must immediately notify the Company** and arrange for a qualified replacement to report as soon as possible. For any critical or live-in assignments, the Vendor will have an on-call backup staff mechanism such that a substitute can be sent ideally within **4** hours or as agreed in the SLA. For non-critical or short shifts, a replacement should be provided at least by the next scheduled shift or within **24** hours. The Vendor is responsible for familiarizing the replacement personnel with the patient's care requirements (through a proper handover or briefing) to the extent possible. If the Vendor cannot provide a replacement within the stipulated time, the Company may, at its option, arrange for alternative staffing (through its own resources

or a third party) to ensure patient care is not interrupted, and any additional cost incurred by the Company for such alternative arrangement shall be borne by the Vendor or deducted from the Vendor's fees.

6.2 **Removal of Personnel at Company's Request:** The Company reserves the right to demand the removal and replacement of any Vendor Personnel who, in the Company's reasonable opinion, is not performing satisfactorily, lacks the necessary skills, is negligent, engages in misconduct, or otherwise violates the terms of this Agreement or the Company's policies. The Company will normally provide a written or oral notice to the Vendor specifying the reason and may allow a reasonable opportunity for improvement if appropriate. However, in cases of serious misconduct or risk (e.g., suspected theft, abuse of a patient, intoxication, breach of confidentiality, safety violation), the Company may require immediate removal of the individual from the assignment without prior notice. Upon such request, the Vendor shall promptly withdraw that individual from service under this Agreement and arrange a suitable replacement (with overlapping handover if feasible) within **24** hours or sooner if the patient's condition warrants. The Vendor shall not reassign any person who has been removed at the Company's request to any Company assignment without the Company's prior written consent.

6.3 **Equipment Replacement and Continuity:** In line with Section 4.4, the Vendor shall ensure that any Equipment provided remains functional and available for use throughout the required period. If an Equipment unit becomes non-functional or its performance is materially degraded (even after any attempted repair), the Vendor shall replace it with an equivalent or better unit temporarily or permanently as needed. Such replacement must occur within the timeframe committed (e.g., within **6** hours for critical life-supporting devices, or **24** hours for other equipment, subject to any specific SLA in *Schedule 4*). The Vendor shall maintain an inventory of standby units or have quick access to rental units from other sources to meet this obligation. Where the Company or patient has purchased equipment that fails under warranty, the Vendor shall facilitate repair or replacement per warranty terms and provide a loaner unit if the repair will take more than **12** hours. If the Vendor fails to replace the equipment in a timely manner, the Company may procure alternative equipment and recover the costs as stated in Section 4.4.

6.4 **Contingency Planning:** The Vendor shall have in place contingency plans to ensure that Services are not disrupted by predictable events such as local transport strikes, staff attrition, power outages affecting equipment, or short-term illness of personnel. This includes maintaining a roster of float staff or an on-call pool that can step in on short notice, cross-training personnel to cover for each other, and provisioning batteries or generators for critical equipment in case of power failure. For any high-dependency patients (e.g., those on ventilator support), the Vendor must coordinate with the Company to have emergency response measures (like backup power, or emergency services contact) clearly outlined as part of the service plan. In case of a widespread emergency or disaster that impacts service (Force Majeure situations), the Vendor shall follow the procedures in Section 15.6 but also prioritize support for the most critical services as directed by the Company.

6.5 **Handover and Transition on Termination:** In the event of expiration or termination of this Agreement whether in whole or, if applicable, with respect to a particular site or service, the

Vendor shall ensure an orderly transition of Services with no sudden interruption that could adversely affect patients. This may include: continuing to provide Services for a reasonable transition period up to **30** days if requested by the Company, at the same terms, to allow the Company to either bring services in-house or transition to another vendor; providing a complete handover of each ongoing patient's care information to the Company or to the new service provider with necessary patient consent and data privacy safeguards; removing Vendor's Equipment from sites in a coordinated manner so as not to disturb patient care and, where applicable, leaving any purchased equipment or transferring any leases properly); and cooperating in the transfer of any relevant records or data to the Company or a replacement vendor. Section 14.5 further details the Vendor's obligations in such transitions. The Vendor's compliance with this clause will be a condition for release of any final payments due (except amounts validly withheld) at the end of the Agreement.

7. Patient Safety, Infection Control and Incident Management

7.1 **Patient Safety and Standards of Care:** The Vendor acknowledges that patient safety is of paramount importance. The Vendor shall ensure that its personnel and any Equipment provided strictly adhere to all safety standards and protocols. Vendor Personnel must follow the Company's patient safety guidelines, which may include (but are not limited to): verifying patient identity before procedures, using proper techniques for moving or positioning patients, double-checking medications (if administering) as per the five rights (right patient, medicine, dose, route, time), and maintaining a safe environment (e.g., keeping walk areas clear to prevent falls). The Vendor shall promote a culture of safety where personnel are encouraged to report any hazards, near-misses or errors without fear of retribution, enabling proactive prevention of harm.

7.2 **Infection Prevention and Control (IPC):** The Vendor shall ensure that Vendor Personnel strictly follow infection control protocols at all times during patient care. This includes: proper hand hygiene (washing or sanitizing hands before and after patient contact or procedures), using personal protective equipment (PPE) such as gloves, masks, gowns as appropriate for the task and as per the Company's or health authority's guidelines, safe handling and disposal of sharp instruments (needles, lancets) into designated sharps containers, and proper disinfection of reusable medical equipment between uses on different patients. If any Vendor Personnel develops symptoms of a communicable illness (e.g., fever, cough, rash) that could pose a risk to a patient, the Vendor must not deploy that person to work until medically cleared. In home settings, Vendor Personnel should educate patient families on basic infection control if needed (for example, how to handle soiled dressings or linens). The Vendor shall supply or ensure availability of necessary consumables for infection control (like gloves, masks, sanitizer) to its staff, unless otherwise agreed that the Company or patient will provide these. Compliance with the Biomedical Waste Management Rules, 2016 is mandatory – any biomedical waste generated during care (such as used dressings, syringes) must be segregated and disposed in colour-coded bags/containers as per the rules. The Vendor shall either coordinate with the

Company for collection of such waste by an authorized biomedical waste handler or itself ensure such disposal via authorized channels, so that no biomedical waste is left unmanaged at the patient's home.

7.3 **Incident Reporting:** The Vendor shall implement a robust incident reporting mechanism. **Any Incident (as defined) that occurs during the provision of Services must be immediately reported to the Company.** Specifically: in the event of a critical incident that has caused harm or has the potential for serious harm (e.g., patient fall with injury, medication error requiring intervention, death of a patient, major equipment failure during use, security breach of personal data, etc.), the Vendor (through Vendor Personnel on site or Vendor's management) shall notify the Company's designated contact **within 2 hours** of occurrence or discovery. For less critical incidents or near-misses, a report should still be made as soon as practicable, generally within 24 hours. Initial notification can be verbal or via phone/email for speed, but the Vendor must follow up with a written Incident Report in the format provided in *Schedule 7* (Incident Reporting Form) within **24** hours. The incident report should include details of what happened, individuals involved, immediate actions taken, and preliminary analysis if known. The Vendor shall also escalate internally and to the Company as per the severity (see escalation matrix in *Schedule 2* for severe incidents).

7.4 **Incident Response and Investigation:** Upon an incident, the Vendor's first priority is to ensure the safety of the patient and involved persons – e.g., provide first aid, seek emergency medical care if needed, and mitigate any continuing risk (such as isolating faulty equipment, removing a staff involved in misconduct from duty, etc.). The Vendor shall then cooperate fully with the Company in investigating the incident. The Company may lead the investigation, especially for clinical incidents, with Vendor's participation; or for certain Vendor-specific incidents (like misconduct by Vendor's staff), the Company may ask the Vendor to investigate and report findings. In all cases, the Vendor shall preserve any evidence (equipment, documents) and make Vendor Personnel available for interviews or statements as required. The Vendor shall share the results of any internal investigation with the Company, including root cause analysis and proposed corrective actions. If the incident involves a notifiable event under law or regulation (e.g., a medico-legal case, data breach reportable to authorities, etc.), the Company will take the lead on external reporting unless the law specifically requires the Vendor to report (in which case Vendor shall do so after coordination with Company). The Vendor must not make any public statement or disclosure about the incident to any third party (except to law enforcement or regulators if directly required by law) without the Company's prior written consent.

7.5 **Corrective and Preventive Actions:** Following any incident, the Vendor shall promptly implement measures to correct the issue and prevent recurrence. For example, if a patient fall occurred, the Vendor may need to retrain its staff on fall prevention, or if an equipment malfunction occurred due to missed maintenance, the Vendor must review and reinforce its maintenance schedule. Any specific corrective action mandated by the Company shall be carried out within the timeline specified by the Company. The Vendor shall track the completion of all action items and report back to the Company. Additionally, the Vendor shall analyze incident trends periodically (at least quarterly) to identify any patterns and systemic issues and

discuss with the Company during service review meetings improvements to the service process or training that could enhance patient safety.

7.6 **Patient Complaints and Grievances:** Any complaint or grievance raised by a patient or their family regarding the Services (such as dissatisfaction with care, behavior of staff, equipment quality issues, etc.) shall be treated seriously by the Vendor. If a patient communicates a complaint directly to Vendor Personnel or the Vendor, the Vendor shall inform the Company as soon as possible (within 24 hours) and not later than submitting the next service report. The Company may have its own patient grievance redressal mechanism, and the Vendor shall cooperate with the same. The Vendor shall investigate the complaint, provide a response or explanation, and take remedial steps as appropriate, in consultation with the Company. A summary of all complaints and their resolution status shall be included in the regular reports (Schedule 5). The Vendor shall not charge the patient or the Company for any service that was not delivered to the patient's reasonable satisfaction (for instance, if a patient rejects a staff after 1 day of service due to misconduct and the Company does not bill the client for that day, the Company may accordingly not be liable to pay the Vendor for that day).

7.7 **Clinical Governance and Oversight:** The Company may, at its discretion, conduct clinical audits or quality checks on the Services delivered to ensure they meet the required care standards. This might include random visits or calls to patients to get feedback on Vendor Personnel, reviewing care documentation maintained by Vendor Personnel, and assessing outcomes. The Vendor shall allow and facilitate such oversight activities. If any deficiencies are noted, the Company will inform the Vendor to take corrective measures. The Vendor, on its part, should also have a mechanism to ensure its personnel maintain clinical competency – e.g., periodic skills assessments or peer reviews, especially for high-skill tasks like ICU care at home.

8. Data Protection, Privacy and Cybersecurity

8.1 **Compliance with Data Protection Laws:** The Vendor shall, in the course of providing Services, comply with all applicable Data Protection Laws and ensure the protection of Personal Data related to patients, their family members, the Company's employees or agents, or any other identifiable individuals ("Data Principals") that the Vendor may process. The Vendor acknowledges that in providing the Services, it may act as a "Data Processor" processing Personal Data on behalf of the Company (who is the "Data Fiduciary" or controller) as those terms are understood under the DPDP Act. The Vendor shall process Personal Data only for the limited purpose of performing the Services and strictly in accordance with the documented instructions of the Company and the terms of this Agreement . The Vendor shall not process, use, or disclose Personal Data for any purpose other than providing Services, nor derive any benefit from it (whether commercial or otherwise), except as expressly authorized by the Company or required by Applicable Law.

8.2 **Security Measures:** The Vendor shall implement and maintain robust technical and organizational security measures to safeguard Personal Data and Confidential Information against unauthorized or unlawful processing, accidental loss, destruction, damage, theft, or

disclosure . Such measures shall be in accordance with industry best practices and at least as protective as the measures the Vendor uses to protect its own confidential data. These measures include, but are not limited to:

- **Access Control:** Ensuring that only those Vendor Personnel who have a strict need to access Personal Data for performing Services are authorized to do so, and that each such person is bound by confidentiality obligations. User accounts (if any) should be individual and protected by strong passwords; shared accounts should be avoided.

- **Encryption and Transmission:** Using encryption for Personal Data in transit over public networks (e.g., if transmitting patient reports or data via email or cloud, use secure protocols like SSL/TLS) and, where feasible, at rest (especially on portable devices or laptops).

- **Device and Network Security:** Keeping all systems, software, and devices used in processing Personal Data updated with security patches, using firewalls, anti-malware protection, and intrusion detection systems where applicable. Any electronic storage of patient data by Vendor (if required) should be on secure servers located in India (or in compliance with cross-border transfer rules of DPDP Act) with appropriate controls.

- **Physical Security:** Protecting any physical records or documents containing Personal Data (for example, patient files or forms) from unauthorized access (locked cabinets, controlled office access) and not removing them from authorized premises without necessity. For home care, Vendor Personnel should carry only the minimum necessary patient information to the site and keep it secured.

- **Training:** Ensuring Vendor Personnel are trained on data privacy and security practices, including handling of personal health information, secure disposal of documents, not discussing patient details in public, etc.

- **Security Policies:** Maintaining written information security policies and procedures addressing data protection (the Vendor may attach its detailed data handling policy as *Schedule 6* for the Company's review), and enforcing them within its organization.

8.3 **Personal Data Breach Notification:** The Vendor shall promptly inform the Company of any actual or suspected data breach or security incident that it becomes aware of which involves Personal Data or Confidential Information related to this Agreement . "Security Incident" means any unauthorized or accidental access, acquisition, use, loss, disclosure, alteration or destruction of Personal Data. The Vendor will notify the Company **without undue delay and in no case later than 24 hours** after becoming aware of such breach/incident. The notification to the Company shall include all available relevant information about the incident, to the extent known, such as the nature of the Personal Data affected, the identified and potential consequences of the breach, and the measures taken or proposed by the Vendor to mitigate its adverse effects. The Vendor shall immediately take all necessary steps to contain, investigate,

and mitigate the incident, in coordination with the Company. The Vendor shall fully cooperate with the Company's efforts to comply with any obligations to notify affected Data Principals or regulators (such as the Data Protection Board of India or CERT-In) of the breach. Unless required by law, the Vendor shall not notify any Data Principal or any third party about a breach without prior written consent from the Company.

8.4 **Assistance with Data Subject Rights:** The Vendor shall promptly forward to the Company any request or complaint received from a Data Principal (e.g., a patient or employee) regarding their Personal Data, such as requests to access, correct, delete, or port their data. The Vendor shall not respond to any such request directly unless expressly authorized by the Company in writing. The Vendor shall assist the Company by taking appropriate technical and organizational measures, insofar as possible, in fulfilling the Company's obligation to respond to Data Principal rights requests under the DPDP Act . This may include, upon the Company's request, retrieving relevant Personal Data held by the Vendor, correcting inaccurate data, or permanently deleting data (unless retention is required by law). Such assistance shall be provided within reasonable timelines as communicated by the Company, and the Vendor shall not unreasonably charge additional fees for routine assistance (beyond what is agreed in the fee Schedule).

8.5 **Sub-Processors:** The Vendor shall not engage any sub-processor (i.e., another data processor) to process Personal Data on behalf of the Company without the Company's prior written authorization (see also Section 2.4) . If the Company permits the Vendor to use a sub-processor for specific processing activities, the Vendor must ensure that such sub-processor is contractually bound by data protection obligations equivalent to those in this Section 8 (especially obligations of security, restricted use, breach notification, and assistance). The Vendor shall remain fully liable to the Company for any acts, errors or omissions of its sub-processors in relation to Personal Data. The Vendor will maintain an updated list of approved sub-processors (as part of *Schedule 9*) and shall notify the Company of any intended changes to that list, giving the Company the opportunity to object to such changes. The Company may, at its discretion, revoke approval of any sub-processor if it reasonably believes the sub-processor poses a data protection risk, in which case the Vendor must cease using that sub-processor for Company's data or work with the Company to find an acceptable alternative solution.

8.6 **Data Return and Deletion:** Upon completion of Services relating to any Personal Data, and in any event upon expiry or termination of this Agreement (whichever is earlier), the Vendor shall, at the Company's option, either return to the Company **all** Personal Data (and any Confidential Information) in its possession or control, or securely destroy/delete the same (and certify deletion in writing) . Return shall occur in a format and manner reasonably requested by the Company (for instance, exporting data to an encrypted drive or transferring via secure means). The Vendor may retain one copy of certain records if strictly required by Applicable Law for compliance (e.g., maintaining tax payment records, ESI/PF submissions, etc.), but any Personal Data so retained shall remain protected under the Agreement's confidentiality and data security requirements and be deleted as soon as the retention purpose is fulfilled. The Vendor shall not withhold data as leverage for payment disputes or any other reason. Data return/deletion shall be carried out promptly and at latest within thirty (30) days of termination or

the Company's request, whichever comes first, except as otherwise agreed for a shorter transition period under Section 6.5 or Section 14.5.

8.7 **Cybersecurity and CERT-In:** The Vendor shall comply with any applicable guidelines or directives issued by government authorities in India concerning cybersecurity, including those by CERT-In (Indian Computer Emergency Response Team). To the extent applicable to the Vendor's operations or the Services, the Vendor shall: maintain logs of ICT systems for a rolling period of at least 180 days; designate a point of contact for co-ordination with CERT-In; and report certain cyber incidents (such as data breaches, ransomware attacks, etc.) to CERT-In within the timeframe prescribed (currently within 6 hours of noticing such incidents, per CERT-In Direction dated 28-Apr-2022), and also simultaneously inform the Company of the same. The Vendor shall implement measures such as periodic vulnerability assessments, encryption of sensitive data, and employee cybersecurity training, in line with industry standards (e.g., ISO 27001 or similar frameworks if adopted by Vendor). If the Company provides any access to its IT systems or patient databases to the Vendor, the Vendor shall use such access strictly for the purposes of this Agreement and abide by all access policies (e.g., not connecting unauthorized devices, not installing unapproved software, etc.). The Vendor shall promptly inform the Company of any detected vulnerabilities or threats relevant to the Services and take remedial action.

8.8 **Audit and Inspection Rights:** The Company (or its appointed auditors, regulators, or clients with whom the Company has a relevant obligation) shall have the right, upon reasonable prior notice to the Vendor, to conduct audits or inspections of the Vendor's facilities, systems, and records **as they may relate to the processing of Personal Data or Confidential Information, or compliance with other obligations under this Agreement** . Such audit may include on-site inspections, review of security practices and written policies, and interviews with Vendor's personnel. The Vendor shall cooperate in good faith with any such audit. In accordance with Section 2.3(e), the Vendor will also allow the Company to audit compliance with labor or other legal obligations (for example, verifying that ESI/PF payments are being made for Vendor Personnel). The Parties shall bear their own costs for routine audits; however, if a significant non-compliance is found (such as a material breach of data protection obligations or widespread labor law violation), the Vendor shall, in addition to remedying the breach, reimburse the Company for reasonable audit expenses. Audit findings will be kept confidential and used solely for ensuring compliance and not for any competitive purpose.

8.9 **Indemnity for Data Breach:** Without prejudice to the general indemnity in Section 12.1, the Vendor specifically agrees to indemnify and hold harmless the Company, its directors and officers, from any losses, fines, penalties, or third-party claims (including those by patients or regulators) arising out of or in connection with any breach by the Vendor of its obligations under this Section 8 or violation of applicable Data Protection Laws . This includes, for example, costs related to notifying affected individuals, credit monitoring (if needed), regulatory penalties imposed on the Company, and reasonable attorney fees. If such breach or violation occurs, the Company may additionally be entitled to immediate equitable relief (such as an injunction) to prevent further unauthorized disclosure of data.

8.10 **Survival:** The provisions of this Section 8 (Data Protection) are fundamental to the Agreement and shall survive the expiration or termination of the Agreement for so long as the Vendor retains or processes any Personal Data or Confidential Information related to the Agreement, and in any event, confidentiality obligations shall survive for the period stated in Section 11.1 (or indefinitely, in the case of Personal Data, until deleted).

9. Confidentiality, Non-Disclosure and Non-Solicitation

9.1 **Confidentiality Obligations:** Each Party as a Receiving Party shall keep strictly confidential and secret all Confidential Information of the Disclosing Party. The Receiving Party shall not disclose or permit disclosure of the Confidential Information to any third party without the Disclosing Party's prior written consent, except to those of its own directors, officers, employees, or professional advisors who have a need to know such information for the performance or enforcement of this Agreement and are bound by obligations of confidentiality at least as strict as this Section. The Receiving Party shall use the Confidential Information solely for the purpose of fulfilling its obligations or exercising its rights under this Agreement and for no other purpose. The Receiving Party shall exercise the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

9.2 **Exceptions and Permitted Disclosure:** If the Receiving Party is required by Applicable Law or pursuant to an order of any court or governmental authority of competent jurisdiction to disclose any Confidential Information of the Disclosing Party, it may do so provided that, to the extent legally permissible, it gives prompt written notice to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order or other remedy. The Receiving Party shall disclose only that portion of Confidential Information which it is legally compelled to disclose and shall use commercially reasonable efforts to ensure that any information so disclosed is treated confidentially by the receiving authority. Information shall not be deemed "Confidential Information" (and the above obligations shall not apply) if the Receiving Party can demonstrate that such information: (i) was already known to the Receiving Party without obligation of confidentiality prior to disclosure by the Disclosing Party; or (ii) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

9.3 **Confidentiality of Agreement and Communications:** The terms and conditions of this Agreement, and the discussions and negotiations between the Parties related hereto, shall also be deemed Confidential Information of both Parties. Neither Party shall make any public announcements or press releases regarding this Agreement or the relationship between the Parties without the prior written consent of the other Party, except as required by law. The Vendor shall not use the name, logo, or trademark of the Company (or any affiliate of the Company) in any marketing or publicity materials without the Company's prior written approval.

9.4 **Return or Destruction:** Upon termination or expiration of this Agreement, and at any time upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing

Party or securely destroy (and certify in writing such destruction) all materials embodying Confidential Information of the Disclosing Party, in all forms including electronic, along with any copies. The only exceptions allowed are: (a) the Receiving Party may retain one archival copy of the Agreement and any Confidential Information necessary for compliance with its legal, regulatory or internal record-keeping requirements, provided such retained information remains subject to confidentiality indefinitely; and (b) any electronic copies stored in backups that are not readily accessible need not be immediately destroyed, but the Receiving Party shall ensure their continued protection and eventual deletion in the ordinary course per its data retention policies.

9.5 **Duration:** The confidentiality obligations in this Section 9 shall commence upon the Effective Date (and for any information exchanged in anticipation of this Agreement, from the time of initial disclosure) and shall continue for a period of **five (5) years** after the expiry or termination of the Agreement. However, for any trade secrets, Personal Data, or other highly sensitive information that by its nature should remain confidential, the obligations shall continue for so long as the information remains confidential or until the Disclosing Party waives the obligation in writing.

9.6 **Remedies:** The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential Information of the Disclosing Party could cause irreparable harm to the Disclosing Party for which monetary damages may be insufficient. Therefore, in addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief (including interim or preliminary relief) to prevent any actual or threatened breach of this Section 9, without the necessity of posting a bond.

9.7 **Non-Solicitation and Non-Poaching:** The Vendor recognizes that the Company has a legitimate interest in protecting its relationships with its employees, consultants, and its clients/patients. Accordingly, the Vendor agrees that during the term of this Agreement and for a period of **3 years** following the date of termination or expiration of this Agreement, the Vendor (including through any affiliate or through Vendor Personnel) shall not, without the Company's prior written consent:

- **Solicitation of Employees:** Solicit, induce, or attempt to induce any person who is in the employment of the Company (or its affiliates) and with whom the Vendor had material interactions in connection with the Services, to terminate their employment with the Company or to accept employment or engagement (directly or indirectly) with the Vendor or any third party. The Vendor shall also not hire or engage any such Company employee during the above restricted period, whether as an employee, consultant or in any other capacity, without written consent of the Company. (This restriction shall not apply to hiring resulting from a general public job advertisement that is not specifically targeted at the Company's employees, provided no solicitation occurred.)

- **Solicitation of Clients/Patients:** Solicit or directly offer services to any client or patient of the Company with whom the Vendor had contact or became aware of through the course of performing Services under this Agreement, if such services are in the scope of or similar to the Company's Home Healthcare Services, and doing so would circumvent

the Company's business relationship. In essence, the Vendor shall not "poach" the Company's clients or patients for itself or a competitor using the connections or information gained via this Agreement. Any inquiry or approach from a Company client to the Vendor (for independent services) during the restricted period must be promptly reported to the Company, and the Vendor shall refrain from pursuing such business without the Company's consent.

The Parties agree that the duration and scope of this non-solicitation clause are reasonable and necessary to protect the Company's legitimate interests. However, if a court of competent jurisdiction deems any part of this clause unenforceable, the clause shall be modified to the limited extent necessary to make it enforceable (for example, reducing the time period or scope) and enforced as such.

9.8 **Non-Compete (Vendor Personnel):** The Vendor shall not prevent or unreasonably restrict any Vendor Personnel from accepting employment with the Company or a client of the Company after the termination of such person's engagement with the Vendor. (This clause does not obligate the Company to hire any Vendor Personnel, but ensures Vendor does not enforce any non-compete that would bar a person from working in their profession in the home healthcare sector.) The Vendor's remedy for loss of personnel to the Company, if any, shall be limited to the agreed notice or fees as per its own employment contract with that person, and the Vendor shall not seek any claim or remedy against the Company except as may be separately agreed in writing (e.g., a placement fee, if mutually decided). In the absence of such separate agreement, the Company shall have no financial liability to Vendor for hiring Vendor's personnel post termination of this Agreement.

9.9 **Materiality and Survival:** The obligations in this Section 9 are material parts of this Agreement. Section 9.1–9.6 (confidentiality) and Section 9.7 (non-solicitation) shall survive expiration or termination of the Agreement as specified therein. If the Vendor breaches the non-solicitation clause and as a result gains profit or causes loss of business to the Company, the Company may seek, in addition to injunctive relief, liquidated damages equivalent to the value of the business diverted or one year of the employee's compensation (as applicable to the breach context), as a reasonable estimate of the loss. This provision is not a penalty but a fair pre-estimate agreed by the Parties given the difficulty of quantifying such damages.

10. Fees, Invoicing and Taxes

10.1 **Fee Structure:** In consideration for the Services, the Company shall pay the Vendor the fees as set forth in *Schedule 3* (Rate Card and Payment Terms) attached hereto. *Schedule 3* shall detail the pricing model for the Services, which may include: (a) **Staffing Fees** – for example, hourly or daily rates for different categories of Vendor Personnel (nurses, caregivers, physiotherapists, etc.), or a fixed package rate for certain services (e.g., 24-hour live-in care per day); and/or (b) **Equipment Fees** – such as monthly rental charges for equipment, one-time sale price for equipment purchases, installation fees, and any maintenance charges if

separately applicable. The schedule should also cover any ancillary costs (for instance, transportation charges for staff or equipment, if billable; consumables cost, etc.) or state if all such costs are included in the base rates. **Unless expressly stated in Schedule 3, the agreed fees are inclusive of all costs and expenses of the Vendor** in performing the Services, and the Company shall not be liable for any additional charges (such as overtime, travel reimbursements, or out-of-pocket expenses) except those specifically agreed.

10.2 **Invoicing:** The Vendor shall invoice the Company for Services in accordance with the billing schedule and procedures described in *Schedule 3*. Typically, the Vendor will raise invoices on a [monthly] basis in arrears (e.g., by the first week of the following month) for the Services provided during the preceding month, unless a different periodicity is stated (such as weekly for short-term engagements or milestone-based for specific projects). Each invoice shall contain sufficient detail and supporting information to allow the Company to verify the charges, including: the reference to this Agreement, the period of service, names or IDs of Vendor Personnel and their hours/days worked, details of equipment provided (with serial numbers or patient reference), any Service Credits or penalties to be deducted as per Section 5.4, GST and other tax breakdowns, and the total amount payable. Any incidental expenses allowed by Schedule 3 (if any) should be itemized with supporting receipts if required. The Vendor shall ensure invoices are accurate and delivered to the Company's notified billing address or electronically to the designated email in a timely manner. The Company reserves the right to return any incorrect or incomplete invoice for re-issuance.

10.3 **Payment Terms:** The Company shall pay undisputed invoice amounts within **30 days** from the date of receipt of a correct invoice (or such other period as specified in Schedule 3, which shall not be less than 30 days) via bank transfer or any agreed payment method. If an invoice (or part thereof) is disputed in good faith by the Company, the Company shall notify the Vendor of the dispute and the Parties shall resolve the discrepancy amicably and promptly. The Company may withhold the disputed portion of the invoice until resolution, but shall pay the undisputed remainder as per normal terms. No late payment interest shall accrue on disputed amounts.

10.4 **Retention/Set-off:** The Company may retain or set-off any amounts that are payable by the Vendor to the Company under this Agreement (such as service credit penalties, reimbursements for alternative arrangements per Sections 6.1 or 6.3, or indemnity claims that have been agreed or awarded) against any payments due to the Vendor. The Company shall provide the Vendor with the details of such set-off in writing. In no event shall the Company exercise set-off for any contested claim unless and until the matter is resolved in the Company's favor.

10.5 **Taxes and GST Compliance:** All fees and other charges specified in *Schedule 3* are **exclusive of applicable taxes** unless expressly stated otherwise. The Company shall, in addition to the fees, pay to the Vendor the Goods and Services Tax (GST) or similar indirect taxes applicable on the supply of Services under this Agreement. The Vendor shall ensure that each invoice is a valid GST invoice, compliant with Indian GST laws, enabling the Company to avail input tax credit (if applicable). The GST amount shall be separately stated on each invoice.

The Vendor is responsible for timely depositing the GST collected from the Company with the government and filing the necessary returns. If the Company is unable to avail input credit of GST paid due to any fault of the Vendor (such as non-deposit or mis-reporting by Vendor), the Vendor shall indemnify the Company for the loss of such credit or any interest/penalty imposed . Besides GST, each Party shall bear and be responsible for its own taxes as per Applicable Law. The Vendor is responsible for all income tax, corporate tax, or other taxes (direct or indirect) imposed on the Vendor in connection with the fees received. The Company shall be entitled to deduct or withhold at source from payments any tax (such as TDS – Tax Deducted at Source on income or GST TDS if applicable) that it is required by law to deduct. Any such withheld tax shall be remitted to the government by the Company and certificates provided to the Vendor so the Vendor can claim credit. Such withholding shall not be considered a default in payment.

10.6 **Invoice Discrepancies and Audits:** The Company or its representatives shall have the right to examine and audit the Vendor's invoices and relevant supporting records to verify their accuracy (this can be part of the broader audit rights in Section 8.8 or separate). If any overcharging is discovered, the Vendor shall promptly refund the excess amount or the Company may adjust it against future payments. Conversely, if any under-billing or omission by the Vendor is discovered (other than where Company caused the under-billing), the Parties will discuss and resolve it, but the Vendor's right to recover under-billed amounts may be subject to any agreed limitations (for example, not going back beyond a certain period). The Vendor agrees to maintain financial records related to this Agreement for at least **2** years after its termination, to support such verification processes.

10.7 **No Additional Charges:** Except as expressly provided in this Agreement or a Schedule, the Vendor shall not be entitled to charge the Company or the patients any additional fees or surcharges. In particular, the Vendor shall not charge any patient of the Company directly for the Services provided under this Agreement (except where the Company has allowed direct billing in certain scenarios, such arrangement must be pre-approved in writing). The Vendor's entire compensation for the Services is to come from the Company as per agreed fees, and any separate financial dealing with the Company's clients assigned through this Agreement would be a breach of Section 9.7 (non-solicitation).

10.8 **Changes in Fees:** The fees set forth in *Schedule 3* shall remain firm for the initial Term of the Agreement. Any revision in fees for any renewal Term or for any changes in scope shall be mutually agreed in writing (such as by executing an amendment or revised Schedule). If during the Term, a change in Applicable Law (e.g., significant change in tax structure or introduction of minimum wage hike for nurses under law) materially increases the cost of providing the Services, the Vendor may request a fee adjustment in line with Section 14.6 (Change in Law). Until such adjustment is agreed, the Vendor is expected to continue the Services at existing rates. Likewise, if the scope of Services increases or decreases significantly, Parties may negotiate rate adjustments in good faith. No additional charges shall be effective unless approved by the Company's authorized signatory in writing.

11. Indemnification and Insurance

11.1 **Vendor's Indemnity:** The Vendor hereby agrees to indemnify, defend (at the Company's option) and hold harmless the Company, its affiliates, and their respective directors, officers, employees, agents and representatives ("Company Indemnitees") from and against any and all losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees and litigation expenses) incurred or suffered by the Company Indemnitees as a result of any third-party claim, demand, suit or proceeding ("Claim") arising out of or relating to: (a) **death or bodily injury** to any person, or loss or damage to tangible property, caused by the negligence or willful misconduct of the Vendor or its Vendor Personnel (including any professional malpractice or gross negligence in the provision of care by Vendor Personnel, or any accidents caused by Vendor's Equipment); (b) **violation of law** by the Vendor or Vendor Personnel, including but not limited to breach of labor laws (for example, failure to pay wages or benefits to Vendor Personnel, or non-compliance with ESI/EPF, resulting in claims against the Company as principal employer) , and violation of data protection laws or confidentiality (subject to Section 8.9 for specific data breach indemnity); (c) **breach of this Agreement** by the Vendor or Vendor Personnel, including any breach of representations or warranties or covenants herein (for example, a breach of Section 9 (Confidentiality) or Section 9.7 (Non-Solicitation) or any misrepresentation of having required licenses); (d) any claim that the Vendor's services, deliverables, or the use of any Vendor-provided Equipment or materials infringes or misappropriates a third party's intellectual property rights (except to the extent such materials were provided by the Company); and (e) any **claim by Vendor Personnel** or any subcontractor or agent of Vendor against the Company regarding employment-related matters, unpaid wages/benefits, or seeking to establish privity of employment with the Company.

The above indemnity is subject to the Company: (i) promptly notifying the Vendor in writing of the Claim (provided that a delay in notification shall not relieve Vendor of its obligations except to the extent the Vendor is materially prejudiced by such delay); (ii) giving the Vendor sole control of the defense and settlement of the Claim (with counsel of Vendor's choice, reasonably acceptable to Company, and provided that any settlement that imposes non-monetary obligations or admission of fault on a Company Indemnitee shall require Company's prior written consent); and (iii) cooperating with the Vendor, at Vendor's expense, in the defense. Notwithstanding the foregoing, the Company shall have the right to engage its own counsel at its expense and to participate in (but not control) the defense. If the Vendor fails to promptly assume the defense of any Claim which it is obligated to indemnify, the Company may do so at the Vendor's cost. The indemnity obligations herein are in addition to any other remedies available at law or equity to the Company.

11.2 **Company's Indemnity:** The Company shall indemnify and hold the Vendor harmless from and against any third-party Claim against the Vendor that arises solely from: (a) the gross negligence or willful misconduct of the Company or its employees (excluding Vendor Personnel) in connection with this Agreement; or (b) the Company's breach of any Applicable Law in relation to its business that directly impacts the Vendor (for example, if the Company provides the Vendor with instructions that violate a law and Vendor didn't know of such violation). The process for claiming indemnity from Company shall mirror the notice and cooperation requirements as above. However, the Company's indemnity obligations shall be limited to the extent of the Company's fault, and the Vendor must mitigate damages. This clause does not

cover any Claim resulting from the Vendor's own actions or from content, equipment or directions provided by the Vendor.

11.3 **Insurance of Company Assets:** If the Vendor or Vendor Personnel are given custody or use of any equipment, tools, or property owned or provided by the Company (for example, if the Company lends any devices or uses the Vendor for operating Company-owned equipment), the Company shall inform the Vendor and the Vendor shall take reasonable care of such property. The Company will be responsible for insuring its own property unless otherwise agreed that the Vendor will bear risk (in which case appropriate bailee insurance or inland transit insurance might be required of Vendor). Generally, the Vendor's CGL policy should cover liability for damage to third-party property (including Company's property under its care, if endorsement taken), so separate coverage may not be needed unless a special risk is identified.

11.4 **Claims Handling:** The Vendor shall promptly notify the Company of any incident likely to give rise to a claim under the above insurance policies that involves the Company or its clients (e.g., a patient injury). The Vendor shall cooperate with any insurance investigation and claims adjustment process, and similarly the Company shall reasonably cooperate with Vendor's insurer in the event of a claim. Each Party will be responsible to file and handle its own insurance claims for its losses (subject to rights of recovery via indemnity or negligence as per this Agreement). If a claim relates to a third-party covered by Vendor's indemnity, Vendor should handle in consultation with insurer, as per 11.1.

11.5 **Statutory Benefits and Claims:** The Vendor acknowledges that it is solely responsible for providing statutory benefits (such as ESI, PF, accident compensation) to Vendor Personnel. If any Company Indemnitee is made liable by any authority for any contribution, penalty or claim arising out of Vendor's failure in this regard, Vendor shall indemnify and reimburse the same immediately on demand . The Company may also, at its option, directly pay such dues (especially in urgent situations to secure well-being of a worker) and then offset from payments to Vendor.

11.6 **Survival:** The provisions of this Section 11 shall survive expiration or termination of the Agreement. Indemnity obligations with respect to claims shall survive until the expiry of the applicable statute of limitations for such claim. Insurance requirements that relate to occurrences during the Term shall survive until all relevant claims are barred.

12. Regulatory and Statutory Compliance

12.1 **General Compliance Warranty:** The Vendor represents, warrants and undertakes that it shall comply with, and ensure that all of its employees, agents, subcontractors and Vendor Personnel comply with, all Applicable Laws, regulations, and professional standards in the performance of this Agreement. Without limiting the generality of the foregoing, the Vendor specifically agrees to the following compliance obligations:

- **Contract Labour and Principal Employer Compliance:** If the Vendor deploys 20 or more Vendor Personnel for the Company (or the threshold as per CLRA applicable to the Company's establishment), the Vendor shall obtain and keep valid the necessary contractor license under the Contract Labour (Regulation and Abolition) Act, 1970. The Vendor shall furnish a copy of such license to the Company upon request. The Vendor shall maintain all required records and fulfill all obligations towards the Vendor Personnel as the immediate employer, including payment of timely wages (no less than applicable minimum wages), provision of statutory benefits, and workplace facilities as required. The Vendor acknowledges that the Company, as the principal employer, may be held responsible under CLRA and other labour laws if the Vendor fails to meet these obligations . Therefore, the Vendor shall indemnify the Company against any such liability (per Section 11.1). The Company shall have the right to periodically audit the Vendor's compliance (e.g., verifying wages payment, PF/ESI challans, etc.) . If the Company needs to register under CLRA for engaging contract labour, the Vendor shall provide necessary details and assistance for such registration.

- **Provident Fund (EPF) and ESI:** The Vendor shall ensure all Vendor Personnel eligible under the Employees' Provident Fund Act and Employees' State Insurance Act are duly enrolled, and contributions are made by the Vendor and deducted from employees' wages as required. The Vendor's EPF code and ESI code shall be communicated to the Company, and if requested, proof of the Vendor's most recent contributions (such as ECR copy for PF, ESI challan) relating to Vendor Personnel can be provided . If any Vendor Personnel deployed under this Agreement are through a subcontractor or associate of the Vendor, the Vendor must ensure those personnel are also covered and the principal employer (Company) name is included in relevant returns. The Vendor shall comply with any directives by authorities regarding EPF/ESI, and promptly inform the Company of any inspection or notice that affects Company's liability.

- **Payment of Wages and Other Labor Laws:** The Vendor shall be solely responsible for payment of salaries, overtime, bonus, gratuity, leave wages, and any other dues to Vendor Personnel. Payment shall be made in a timely manner (by bank transfer or other traceable means) in accordance with applicable wage period rules. The Vendor shall also comply with other labor laws applicable to it as employer, including but not limited to: the Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Maternity Benefit Act, Equal Remuneration Act, the Shops and Establishments Act (if Vendor's operations office is covered), and applicable provisions of the Occupational Safety, Health and Working Conditions Code/Rules (or, if in force, the Code on Wages, Code on Social Security, and other new labour codes replacing older Acts). The Vendor shall maintain proper registers of attendance, wages, overtime, etc., and issue wage slips to personnel as required. If any gratuity or retrenchment compensation becomes due to personnel due to their length of service, the Vendor must solely bear that cost.

- **POSH Compliance:** The Vendor shall comply with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (POSH Act). If the Vendor

has 10 or more employees, it shall have an Internal Committee (IC) in place to address sexual harassment complaints. The Vendor shall sensitise its personnel about what constitutes harassment and the zero-tolerance policy. If any Vendor Personnel faces or is accused of harassment while deployed under this Agreement (whether the accused or accuser is Vendor's or Company's personnel or a patient), the Vendor shall immediately inform the Company and coordinate in handling the complaint as per law. The Company may have its own Internal Committee and in certain cases, both Company's and Vendor's committees may have jurisdiction; in such case Parties will cooperate to ensure the victim's complaint is heard and resolved without procedural confusion. The Vendor shall indemnify the Company for any liability or loss arising from Vendor's failure to maintain a POSH-compliant environment for its employees.

- **Professional Licensing (Clinical Staff):** The Vendor shall ensure that all Vendor Personnel who are providing clinical or medical care have and maintain valid licenses/registrations as required by regulatory bodies. This includes State Nursing Council registration for nurses (renewed annually or as required), physiotherapy council registration if applicable, etc. In light of the National Commission for Allied and Healthcare Professions Act, 2021 (NCAHP Act), the Vendor shall ensure that once the professional councils/boards under that Act are operational, any allied healthcare professionals (such as physiotherapists, technicians, etc.) provided by Vendor are duly registered under that Act. Similarly, if any central or state law mandates licensing for home healthcare agencies or personnel in the future, the Vendor shall promptly obtain such license. The Vendor will not supply any personnel who have been disqualified or whose license is suspended or revoked. If a particular service (like administering IV medications) requires a certain qualified professional by law, the Vendor will only deploy appropriately qualified personnel (e.g., only nurses can administer injections, etc.).

- **Medical Device and Pharmacy Regulations:** If the Vendor supplies any Equipment or consumables that are regulated as drugs or medical devices under the Drugs and Cosmetics Act or Medical Device Rules 2017, the Vendor must hold the appropriate sale/distribution license for those items (or source them from properly licensed entities). For example, supplying oxygen cylinders may require a drug license; supplying certain devices may require registration. The Vendor is responsible for all regulatory compliance in procurement, storage, and distribution of such items. If any adverse event related to a medical device occurs (as defined under MDR 2017), the Vendor shall report it to the manufacturer/regulator as required and inform the Company. The Vendor shall also comply with labeling and record-keeping requirements for any medical supplies. If the Vendor provides any medications or injectable drugs as part of service, it must do so strictly in compliance with pharmacy laws (e.g., through a licensed pharmacy or on doctor's prescription) — though ordinarily the Company will arrange medications through separate channels unless explicitly in scope.

- **Bio-Medical Waste (BMW) Rules:** The Vendor shall ensure that any biomedical waste generated by Vendor Personnel in the course of home healthcare (such as syringes,

dressing materials, etc.) is handled and disposed of in accordance with the Bio-Medical Waste Management Rules, 2016 and applicable guidelines . Since home healthcare setups are considered as part of healthcare waste generation, the Vendor should coordinate with the Company to either use the Company's tie-up with a common biomedical waste treatment facility or have its own tie-up. In practical terms, Vendor Personnel should collect biomedical waste in color-coded bags (yellow for soiled, red for tubing, etc., as per rules) and ensure it is handed over to an authorized collector or to the Company's facility periodically. The Vendor shall train its staff on these protocols. Any needle stick injuries shall be immediately managed and reported as per both BMW rules and safety protocols. The Vendor will maintain a record of biomedical waste handed over (e.g., manifests) and provide data for annual reporting if needed by the Company.

- **Data Protection and Information Technology:** The Vendor shall abide by the Digital Personal Data Protection Act, 2023 and the Information Technology Act & Rules as detailed in Section 8. The Vendor shall also not engage in any activity that would cause the Company to be non-compliant with such laws. For example, the Vendor will not send spam communications to patients or misuse their contact information, will not upload any health data to servers outside India unless permitted, etc. If the Vendor is required to register as a "Significant Data Fiduciary" or similar under DPDP due to scale of data processed, it will ensure to do so. The Vendor will also promptly address any directions from the Data Protection Board or CERT-In relating to the data processing it undertakes.

- **Environmental and Safety Laws:** The Vendor shall comply with applicable environmental, health, and safety laws. For example, ensure proper handling of oxygen cylinders or biomedical equipment batteries (disposal as per e-waste rules if applicable), adherence to fire safety regulations for any equipment it installs at patient premises, etc. The Vendor Personnel should be trained to handle any emergency (like fire or patient medical emergency) appropriately, and Vendor shall have the necessary emergency kits or first-aid available if providing such equipment.

- **Anti-Bribery and Anti-Corruption:** The Vendor shall comply with all applicable anti-corruption laws (such as the Prevention of Corruption Act, 1988 and any relevant provisions under the Indian Penal Code). The Vendor and its personnel shall not offer, pay, solicit or accept any bribes, kickbacks or illegal payments or gifts to secure business or favorable treatment. The Vendor shall also not indulge in any unethical practices such as offering referral fees to Company staff or patients to influence them to use Vendor's services outside this Agreement. Any violation of this shall be grounds for immediate termination for cause.

- **Ethical Practices and Other Laws:** The Vendor will conduct its operations ethically and in compliance with all other laws that may be applicable, such as the Consumer Protection Act (if rendering services directly to consumers), the Indian Penal Code (in terms of not engaging in any criminal acts), and maintaining adequate grievance

redressal as per Consumer Protection E-Commerce Rules (if applicable). If the Vendor processes any financial transactions on behalf of Company, it will comply with applicable RBI/payment regulations. If international patients or data are involved, compliance with relevant international laws should be ensured (though presumably not in this contract's scope).

12.2 **Regulatory Approvals and Cooperation:** The Vendor shall be responsible for obtaining and maintaining throughout the Term all regulatory approvals, consents, licenses and permits required to perform its obligations. If performance of Services at any time requires an approval from a government authority (for example, a license to run a particular medical device at home beyond certain capacity, or police verification for live-in caregivers under local laws), the Vendor shall not proceed without obtaining such approval and providing evidence to the Company. The Vendor will also promptly cooperate with any inspection or inquiry by any governmental authority relating to the Services. The Vendor shall notify the Company upon receiving any notice of inspection, investigation or legal action by an authority that pertains to the Services or that could affect the Company. The Vendor will give the Company and any relevant authority full access to records and personnel as needed for compliance verification.

12.3 **Legal Compliance Matrix:** The Parties may include in *Schedule 8* a matrix or checklist of key legal and regulatory compliances allocated to the Vendor. Such Schedule, if attached, forms an integral part of this Agreement and non-compliance with any listed item by the responsible Party will be considered a breach. However, absence of listing in Schedule 8 does not excuse compliance if it is otherwise required by Applicable Law. The Vendor is expected to be aware of and comply with evolving legal requirements. In case of any **change in law** that imposes new obligations (or removes existing obligations) relevant to the Services, Section 14.6 shall apply regarding adjustments and the Vendor shall ensure compliance by the effective date of such change.

12.4 **Certifications and Standards:** If the Company requires that the Vendor comply with certain industry certifications or standards (e.g., ISO 9001 for quality management, NABH Home Care standards, etc.), such requirements will be specified in *Schedule 8* or communicated in writing. The Vendor will take necessary steps to obtain or align to those standards within a mutually agreed timeline.

12.5 **Breach of Statutory Compliance:** If at any time the Company discovers that the Vendor is in material violation of any statutory compliance related to the Services (e.g., not paying PF leading to attachment orders, or providing unlicensed practitioners), the Company may treat it as a material breach and require immediate rectification. The Vendor must then take all corrective actions (including clearing any dues, obtaining necessary licenses, etc.) at its own cost. If the Vendor fails to do so in a reasonable time, the Company may avail remedies including withholding payments, doing the needful on Vendor's behalf and deducting costs, and/or terminating the Agreement for cause. The Vendor shall defend and indemnify the Company from any penalties or losses due to such non-compliance as already stipulated in Section 11.1.

12.6 **Periodic Compliance Reporting:** The Vendor shall provide the Company, at such intervals as may be reasonably requested (e.g., quarterly or annually), with a written confirmation or certification of its compliance with key obligations under this Section 12. For example, an annual compliance statement confirming that all PF/ESI contributions were paid, all required licenses are renewed and valid, no notices of violation received or if received, how addressed, etc. Additionally, the Vendor should immediately notify the Company if any governmental notice or legal proceeding is initiated that alleges any failure by Vendor to comply with Applicable Law in connection with the Services.

12.7 **Survival:** This Section 12 obligations shall survive termination of the Agreement to the extent that any compliance obligation remains relevant (for instance, the duty to pay outstanding wages or statutory dues to personnel even after contract end, or confidentiality of patient data, etc.).

13. Term, Termination and Consequences

13.1 **Term of Agreement:** This Agreement shall commence on the Effective Date and shall remain in force for an initial term of **5** year(s) ("**Initial Term**"), unless earlier terminated in accordance with the provisions hereof. Upon expiry of the Initial Term, the Agreement may be renewed for additional period(s) of **5** year(s) each (each a "**Renewal Term**") on the same terms and conditions, subject to any mutually agreed changes in writing (such as revised fee rates or scope). Any such renewal shall be by written agreement or exchange of letters/e-mails confirming renewal at least [30] days prior to the end of the then-current term. In the absence of a renewal agreement, the Agreement shall be deemed to have expired at the end of the Initial Term or the then-current Renewal Term. The Initial Term plus any Renewal Term(s) shall collectively constitute the "**Term**" of the Agreement.

13.2 **Termination for Convenience:** Either Party may terminate this Agreement for convenience (without cause) after the Initial Term has completed, by providing at least **60 days'** prior written notice to the other Party. For clarity, during the Initial Term neither Party may terminate without cause except as otherwise provided (e.g., for breach or force majeure, etc.). If the Agreement is in a Renewal Term or on an auto-renewal basis (month-to-month), either Party can give 60 days' notice at any time to terminate. The Company may also terminate individual Services or parts of the scope (for example, discontinue Equipment Services or reduce the number of Vendor Personnel) for convenience by giving 30 days' notice, in which case an equitable adjustment to fees for the remaining Services will be made but this Agreement will continue for the remaining scope.

13.3 **Termination for Cause:** Either Party may terminate the Agreement (in whole or in part, such as only with respect to a certain category of Services) with immediate effect by giving written notice to the other Party upon the occurrence of a material breach by the other Party, which breach (if curable) is not cured within **30 days** after the breaching Party's receipt of a written notice from the non-breaching Party describing the breach and requiring its cure. In addition, the Company (as the hiring Party) shall have the right to terminate this Agreement

immediately upon written notice to Vendor if any of the following events occur, each of which shall be deemed a material breach by Vendor incapable of remedy or for which the Company need not provide an opportunity to cure:

- **a. Chronic Service Failures:** As specified in Section 5.5, if the Vendor has chronic or repeated failures to meet Service Levels or other performance obligations, indicating an inherent inability to perform as required.

- **b. Legal Non-Compliance:** The Vendor is found to be engaging in any illegal conduct or significant regulatory violations in connection with the Services (for example, employment of underqualified personnel posing as licensed, or willful non-payment of statutory dues, or a data breach due to Vendor's gross negligence) that seriously jeopardize the Company's interests or expose the Company to liability.

- **c. Reputational Damage or Safety Risk:** The Vendor or its personnel engage in misconduct that, in the Company's reasonable opinion, materially harms the reputation or business of the Company or the safety of its clients (for instance, a Vendor staff is implicated in abuse or theft at a patient's home, or the Vendor is involved in fraud).

- **d. Change of Control/Ownership:** If the Vendor undergoes a change in ownership or control that the Company reasonably believes will adversely affect the Vendor's ability to perform (for example, acquisition by a competitor or insolvency administrator), and the Parties have not reached a written consent or accommodation within 30 days after the Company's objection to such change.

- **e. Abandonment:** The Vendor deserts or discontinues providing a substantial portion of the Services without the Company's consent, or otherwise clearly demonstrates an intention not to continue performing its obligations (e.g., pulling out all staff suddenly or removing equipment without replacement).

If the Company terminates for cause, it may also at its option terminate or suspend any other ongoing engagements or work orders with the Vendor under this Agreement simultaneously by that notice.

13.4 **Termination for Insolvency:** Either Party may terminate the Agreement with immediate effect by written notice if the other Party becomes insolvent, bankrupt, or enters into any arrangement or composition with its creditors, or if any proceeding for winding up, receivership, liquidation (other than for amalgamation or reconstruction) is initiated against the other Party and not dismissed within 60 days, or if the other Party ceases to do business or takes any corporate action for its dissolution. The Vendor shall immediately notify the Company if it is unable to pay its debts when due or if any insolvency event occurs. Notwithstanding the above, if a court or tribunal imposes a moratorium or stay that prevents contract termination, this clause will be subject to such restrictions as per applicable insolvency law (e.g., the Insolvency and Bankruptcy Code).

13.5 **Effect of Termination:** Upon expiration or earlier termination of this Agreement for any reason:

- **a. Cessation of Services:** The Vendor shall stop performing the Services on the effective date of termination (except as needed for transition assistance per sub-clause (c) below or if otherwise instructed by Company in writing to continue certain services for a brief period). The Company will have no obligation to pay for any Services rendered after the termination effective date, except for any agreed transition services. If the Agreement is terminated part-way through a month where services have been partially rendered, Vendor will be entitled to pro-rated fees for the portion of Services duly performed up to the termination date (unless termination was due to Vendor's breach, in which case any such payment may be offset by damages or extra costs incurred by Company due to the breach). Any advance payments for period post-termination shall be promptly refunded by Vendor.

- **b. Return of Property:** Each Party shall return to the other or destroy (at the other's option) all property and materials of the other Party in its possession, including Confidential Information, as per Section 9.4 and Section 8.6. In particular, the Vendor shall hand over all patient records, care documents, reports, equipment belonging to the Company, access badges or IT assets (if any provided by Company) forthwith. The Vendor shall also ensure Vendor Personnel return any Company-provided uniforms, ID cards, etc., and vacate any Company premises if applicable. For any Equipment of Vendor on rental at patient sites, the Vendor shall coordinate with the Company and patient for safe removal (unless the patient or Company wishes to purchase it as an outcome of termination which can be discussed case by case).

- **c. Transition Assistance:** In order to ensure patient care is not adversely affected, upon Company's request the Vendor shall continue to provide any Services in progress for a reasonable period (not exceeding 30 days unless mutually agreed) after termination effective date, on the same terms as this Agreement. For example, if a patient is mid-way through a treatment cycle with Vendor's staff or equipment, Company may ask Vendor to complete that cycle or until a replacement is arranged. Similarly, the Vendor shall cooperate in transitioning the Services to the Company or a new vendor (as described in Section 6.5). The Company will pay Vendor for any such extended services beyond termination date at the agreed rates, or if rates expired, at fair market rate agreed, except if termination was due to Vendor's breach in which case Company may elect to limit payment to costs of staff wages for that period only.

- **d. Payments and Set-off:** The Company shall within [45] days following termination, pay any outstanding undisputed invoices for Services rendered prior to termination. The Company may retain a portion of payments if needed to secure return of its property or resolution of any disputes. Likewise, the Vendor shall settle any dues it owes to the Company (for example, any overpayments or indemnity obligations that are due). Each Party shall issue any credit notes if required for pre-paid fees covering post-termination

period or other reconciliations.

- **e. Survival of Terms:** Any provision which by its nature or explicit terms survives termination (including but not limited to Sections on Confidentiality, Data Protection, Indemnities, Limitation of Liability, Dispute Resolution, Governing Law, and others which mention survival) shall remain in effect. Termination shall not affect any rights or liabilities that accrued prior to termination (such as claims for prior breaches or unpaid fees for services already performed).

- **f. No Further Liability:** Except as provided in this Agreement, neither Party shall be liable to the other for any damages solely by reason of terminating this Agreement according to its terms. This does not preclude claims for breach that led to termination or other remedies allowed.

13.6 **Change in Law:** If during the Term, there is any change in Applicable Law (including the enactment of new laws or regulations, or amendments/judicial interpretations to existing ones) that materially affects the ability of either Party to perform its obligations, or materially alters the cost of performance or benefit of this Agreement, the affected Party shall notify the other Party in writing explaining the likely impact. The Parties shall promptly negotiate in good faith to amend this Agreement to address the impact of the change in law (for example, adjust the scope, service process, or fees equitably). If such negotiations do not result in a mutually acceptable solution within [**60**] days from the date of notice (or sooner if the law requires immediate change), then either Party may terminate this Agreement by giving [**30**] days' notice or the minimum notice required to safely transition under the circumstances. During the negotiation period and prior to any termination, the Parties shall attempt to continue performing to the extent practical in compliance with law. For instance, if a law bans a certain practice, Vendor will cease that practice immediately but propose alternatives to achieve similar outcome if possible. If the change in law only affects part of the Services, the Parties may agree to terminate that part and continue the rest of Agreement. Any statutory amendment imposing mandatory terms on certain contracts (like data processing terms under DPDP Act) shall be deemed incorporated herein from the effective date of law, and the Agreement shall be modified accordingly, even if the written amendment isn't immediately signed.

13.7 **Force Majeure Termination:** If a Force Majeure event (as defined in Section 15.6) persists for an uninterrupted period of more than **30 days** (or an aggregate of 60 days in a 90-day period) such that either Party is unable to perform a material part of its obligations, then either Party may terminate this Agreement by giving [15] days' written notice to the other Party. Such termination shall be without fault of either side and Section 13.5 consequences will apply (except that any transitional assistance should account for the challenging conditions).

13.8 **Consequences of Partial Termination:** If the Agreement is partially terminated (for example, the Company terminates only the equipment rental portion but retains staffing, or vice versa), the provisions of this Section 13 shall apply **mutatis mutandis** to the terminated portion (e.g., return of any equipment, final invoices for that portion, etc.), while the rest of the

Agreement remains in effect and adjusted accordingly (with perhaps revised fees if only one service remains). The Parties will execute a simple amendment to reflect the modified scope and fees for the continuing portion post-partial termination, but even if not, the intent is that the Agreement continues for the remainder of Services.

14. Dispute Resolution, Governing Law and Jurisdiction

14.1 **Good Faith Negotiations:** In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof ("Dispute"), the Parties shall first attempt to resolve it through good faith negotiations. Either Party may initiate negotiation by giving written notice of the Dispute to the other Party, summarizing the issues in question. Within **7 days** of such notice (or a mutually agreed period), senior representatives of both Parties shall meet (in person or virtually) to discuss the Dispute and seek an amicable resolution. The Parties shall endeavor to resolve the Dispute within **15 days** of commencement of negotiations, by exploring alternatives such as changes in procedures, financial adjustments, or other remedial actions. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement discussions.

14.2 **Mediation (Optional):** If the Dispute is not resolved through direct negotiations within the timeframe above, the Parties **may** (by mutual agreement) attempt to resolve the Dispute through mediation. If both Parties agree to mediate, they shall jointly appoint a neutral third-party mediator (or use a reputable mediation center in India, e.g., Bangalore Mediation Centre or a mediator appointed by the Indian Institute of Arbitration & Mediation) within **10 days**. The mediation shall be conducted in Bangalore in English, and each Party shall send a representative with authority to settle. The costs of mediation shall be shared equally by the Parties. If the Parties do not mutually agree to mediation or if mediation fails to resolve the Dispute within **30 days** of its commencement (unless extended by mutual agreement), either Party may proceed to binding arbitration as set forth below. (For clarity: mediation is encouraged but not mandatory under this Agreement, unless required by law in certain cases. A Party's refusal to mediate shall not preclude moving to arbitration after the negotiation period ends.)

14.3 **Arbitration: Any Dispute that is not resolved by negotiation (or by mediation, if applicable) within the timeframes above shall be finally resolved by binding arbitration** as per the provisions of the Arbitration and Conciliation Act, 1996 (and its amendments). The following terms shall apply to any arbitration hereunder:

- The arbitration shall be conducted by a **sole arbitrator**, to be mutually appointed by the Parties within 15 days of a written request by one Party to the other to commence arbitration. If the Parties cannot agree on the arbitrator within that time, then upon application by either Party, the arbitrator shall be appointed in accordance with the rules of [the Indian Council of Arbitration (ICA)] or [the Bangalore Arbitration Centre] (the Parties may agree on an institution or otherwise approach the appropriate court for appointment). The person so appointed shall be a neutral and independent retired judge or a senior lawyer familiar with commercial contract disputes and preferably with

healthcare industry knowledge.

- The seat and venue of arbitration shall be **Bengaluru, Karnataka, India**. The arbitration proceedings shall be conducted in the **English language**.

- The arbitral tribunal shall have the power to order any interim measures of protection that a court could order under law, and such measures may be enforced by courts. The Parties can also approach competent courts for interim reliefs (like injunctions) before or during the arbitration to safeguard their rights, without it being deemed a waiver of arbitration.

- The arbitration award shall be final and binding on the Parties. The arbitrator shall state reasons for the award in writing. The award may include the costs of arbitration (including reasonable attorneys' fees) to be allocated between the Parties as the arbitrator deems just. Judgment upon the award may be entered and enforced by any court having jurisdiction.

- The Parties agree to keep the arbitration proceedings including the hearings and outcome confidential, except as needed for enforcement of the award or as required by law.

14.4 **Governing Law:** This Agreement and any Dispute arising out of or in connection with it shall be governed by and interpreted in accordance with the **laws of India**, without regard to its conflict of law principles. The Parties acknowledge that this Agreement is a commercial contract and the provisions of the Indian Contract Act, 1872 apply. If any subject matter is not covered by specific contract terms, the applicable law (like Sale of Goods Act for equipment aspects, etc.) shall govern by default.

14.5 **Jurisdiction:** Subject to the arbitration clause above, the courts of **Bengaluru, Karnataka** shall have exclusive jurisdiction in all matters arising out of this Agreement, including for the grant of interim relief and for enforcement of arbitral awards. The Vendor agrees to submit to the jurisdiction of Bengaluru courts for these purposes. Each Party waives any objection to the Bangalore courts on grounds of inconvenient forum or otherwise. Provided, however, that the Company may in its discretion also initiate proceedings (especially for injunctive relief or recovery of small monetary claims) in any court of competent jurisdiction including where the Vendor's assets are located, but the primary intent is to choose Bangalore as the forum.

14.6 **Continued Performance:** Pending the resolution of any Dispute and **except for the actual matters in Dispute**, the Parties shall continue to perform their respective obligations under this Agreement to the extent practicable. For instance, if fees are disputed, Vendor shall still continue providing Services (unless the payment default is so material as to justify suspension) and Company shall pay undisputed portions. Neither Party shall use ongoing arbitration or disputes as a reason for non-performance of unrelated obligations.

14.7 **Limitation on Claims:** Any claim or cause of action arising out of this Agreement (other than for non-payment or indemnity) must be brought within **2 years** after the Party knew or should have known of the facts giving rise to the claim, otherwise it is irrevocably waived. This does not supersede any shorter statutory limitation if applicable to a claim.

15. Miscellaneous Provisions

15.1 **Entire Agreement:** This Agreement, including its Schedules and any annexures, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings or agreements (written or oral) between the Parties relating to such subject matter. Each Party acknowledges that in entering into this Agreement it has not relied on any representation or warranty not expressly set out in this Agreement. Any amendment or modification to this Agreement must be made in writing and signed by authorized representatives of both Parties.

15.2 **Order of Precedence:** In the event of any conflict or inconsistency between the main body of this Agreement and the Schedules or any other document incorporated by reference, the following order of precedence shall apply: (1) the main body of this Agreement; then (2) the Schedules to this Agreement (unless a Schedule expressly provides that it overrides a specific clause in the main body, in which case that specific override shall apply solely for the scope of that Schedule); and then (3) any document incorporated by reference (e.g., a Vendor policy attached in a Schedule, etc.). A later document in time that is signed by both Parties as an amendment will prevail over earlier documents.

15.3 **Notices:** All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or if sent by reputable overnight courier or by registered post (return receipt requested), upon receipt at the address of the respective Party as mentioned below (or to such other address as a Party may notify in writing). Notices may also be sent via email to the designated email IDs provided by the Parties for official communications, *provided* that a copy is also sent by courier/post as above. However, day-to-day operational communications (like service requests, reports) can be via email without need of hard copy.

Company's Address for Notice:

Varolyn Healthcare Pvt. Ltd

Address: **SOFTWARE INDUSTRY NO,10/12 80 FEET MAIN ROAD ,KORAMANGALA I BLOCK**

BANGALORE SOUTH ,BANGALORE, 560034

Email: Beintouch@varolyn.com

Vendor's Address for Notice:

Attn: [●, Title]

Email: [●]@[vendor].com

Either Party may change its notice address or contacts by giving notice in the above manner. Notice shall be deemed received: if hand delivered, on proof of delivery; if courier, on the date of delivery receipt; if posted, on the 5th business day from posting; if email (with no hard copy), on acknowledgment of receipt by the recipient or if reply received, etc. For legal or termination notices, using physical delivery (not just email) is recommended.

15.4 **Assignment:** The Vendor shall not assign, transfer or sub-contract any of its rights or obligations under this Agreement (in whole or in part) to any third party without the prior written consent of the Company (except as permitted for sub-processing in Section 8.5). Any attempt to assign without consent shall be void. The Company may assign or novate this Agreement, in whole or part, to any of its affiliates or to any entity acquiring a substantial part of its business or assets, by giving written notice to Vendor. In the event of such assignment by Company, the assignee shall enjoy all rights of Company hereunder and Vendor shall look to the assignee for performance of Company's obligations from the effective date of assignment. This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and permitted assigns.

15.5 **Relationship of Parties:** The relationship of the Parties under this Agreement is that of independent contracting parties. The Vendor's employees, personnel and agents (including Vendor Personnel) are not employees or agents of the Company, and the Vendor assumes full responsibility for their acts. Nothing in this Agreement is intended to or shall be deemed to create any joint venture, partnership, agency, fiduciary or employment relationship between the Parties. The Vendor shall not have, and shall not represent to any third party that it has, any authority to act on behalf of the Company. Each Party shall be solely responsible for the supervision, control, and payment of its own personnel.

15.6 **Force Majeure:** Neither Party shall be liable for any failure or delay in performing any of its obligations (except payment obligations) under this Agreement if such failure or delay is caused by an event of **Force Majeure**. For purposes of this Agreement, "Force Majeure" means any event or circumstance beyond the reasonable control of the affected Party, which by exercise of reasonable diligence the affected Party was unable to prevent, and which materially affects the performance of the Party's obligations. This includes, but is not limited to: acts of God (such as floods, earthquakes or severe natural disaster); epidemic or pandemic (including but not limited to COVID-19, in so far as government restrictions or widespread illness impede work); war, invasion, act of foreign enemies, or hostilities (whether war be declared or not); civil unrest, riots, insurrection, acts of terrorism; strikes or labor disturbances (excluding those confined to the affected Party's workforce only, such as a strike of Vendor's employees which is not a general strike); nuclear or chemical contamination; widespread cyberattack or power grid failure; or any governmental order or law imposed after the Effective Date which substantially restricts

the Parties from performing (such as lockdowns, quarantines, or export restrictions). The Party claiming Force Majeure shall notify the other Party promptly (within [5] days of becoming aware) describing the nature of the event and its expected impact on performance. The obligations of the affected Party shall be suspended during the period of Force Majeure to the extent performance is affected. The affected Party shall use reasonable efforts to mitigate the impact and resume full performance as soon as feasible. If the Force Majeure persists beyond the period specified in Section 13.7 (e.g., 30 days uninterrupted), the Parties shall discuss possible adaptations or termination as per that clause. Neither Party can claim Force Majeure for a failure that was existing or reasonably foreseeable at the time of contracting (e.g., an ongoing pandemic unless there is a new severe wave or new restrictions), and inability to pay is expressly excluded as Force Majeure.

15.7 **Waiver:** No waiver of any provision of this Agreement or of any breach or default by either Party shall be valid unless in writing and signed by the Party against whom the waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any further exercise of the same or the exercise of any other right, power or remedy. A waiver of any right or remedy on one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

15.8 **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any present or future Applicable Law: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such invalid, illegal, or unenforceable provision had never comprised a part of this Agreement; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such provision or by its severance; and (d) the Parties shall negotiate in good faith a substitute, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement. If such reformation is not possible, the invalid provision shall be curtailed only to the minimum extent necessary to make it enforceable and shall be enforced as reformed.

15.9 **Limitation of Liability:** *(Note: The Parties may include a mutual limitation of liability, except for certain excluded claims like indemnities, confidentiality breach, etc., as is common in many contracts. Since the requirement is "airtight" with no loopholes favoring the vendor, the Company might want to cap Vendor's liability but ensure key breaches are fully covered. We include a sample clause with common carve-outs.)*

Except for the liability of the Vendor under Section 11.1 (Indemnification), liability for breach of Section 8 or 9 (Data Protection or Confidentiality), or for any fraud, willful misconduct or gross negligence, **neither Party shall be liable to the other for any indirect, special, consequential, punitive or incidental damages**, including but not limited to loss of profit, loss of business, or loss of data (except loss of data is covered under data breach indemnity), arising out of or in connection with this Agreement, even if advised of the possibility of such damages. Further, **each Party's aggregate liability** under this Agreement (except for the excluded heads above) shall not exceed the total fees paid or payable by the Company to the Vendor under this Agreement in the **12 months** preceding the event giving rise to the claim. This limitation applies

whether the claim arises in contract, tort (including negligence), strict liability or otherwise. However, there shall be no cap on: (i) Vendor's liability to pay service credits, penalties or provide refunds under this Agreement; (ii) Vendor's liability for infringement of intellectual property or any personal injury or property damage caused by Vendor; or (iii) any liability which cannot be limited under Applicable Law. The Parties acknowledge this limitation is a result of the risk allocation and pricing under this Agreement.

15.10 **Counterparts and E-signatures:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures exchanged by email (scanned PDFs) or via an electronic signature service/platform shall be deemed as effective as original signatures for executing this Agreement. The Parties agree to recognize electronic signatures or digitally signed documents (if compliant with Indian law on e-signatures) as valid.

15.11 **Schedules and Annexures:** The following Schedules are attached hereto and form an integral part of this Agreement:

- **Schedule 1: Scope of Services** – Detailed description of the Services to be provided by Vendor (Staffing and/or Equipment), including any specific service tasks, deliverables, geographic coverage, and any exclusions. This may also list categories of Vendor Personnel and types of Equipment covered.

- **Schedule 2: Service Level Agreement (SLA) Metrics and Requirements** – Key performance indicators, minimum service levels, measurement methodology, reporting frequency, escalation matrix, and applicable service credits/penalties for non-compliance.

- **Schedule 3: Vendor Staff Credentialing and Training Checklist** – The list of documents, qualifications, and trainings required for each category of Vendor Personnel (e.g., ID proof, education, license, BLS/ACLS certification, vaccination record, etc.), and the process of verification.

- **Schedule 4: Equipment Service Levels and Maintenance** – Specific obligations regarding each type of Equipment, preventive maintenance schedules, uptime commitments, spare parts management, etc. If relevant, also includes any equipment rental terms, warranties, and handling instructions.

- **Schedule 5: Reporting and Documentation Requirements** – Formats and templates for reports (e.g., monthly performance report, incident report form, patient feedback form, data breach report template, etc.), and the timeline for submissions (weekly/monthly).

- **Schedule 6: Data Handling and Protection Policy** – The Vendor's detailed data protection policy or the specific data handling protocols mandated by the Company, including data storage, retention periods, breach response plan (if separate detailed

playbook), etc., aligned with DPDP Act and CERT-In.

- **Schedule 7: Incident Management and Escalation Plan** – Standard operating procedure for incident reporting, including sample forms, contact points, classification of incident severity, and an outline of the breach/incident response playbook (e.g., first steps, communication strategy, mitigation measures).

- **Schedule 8: Regulatory Compliance Matrix** – Table listing key legal compliances (e.g., CLRA license, ESI registration, BMW disposal tie-up, etc.), the responsible Party (Vendor/Company), frequency of compliance (e.g., annual returns), and status tracking.

- **Schedule 9: Approved Sub-Processor / Subcontractor List** – If Vendor uses any third parties for aspects of service (like a lab, or another agency for backup staff, or cloud service for data), list them here with what function they perform. This should be updated as needed with Company's approval.

- **Schedule 10: Agreed Rate Card and Payment Terms** – Table of service rates (per hour/day/month) for each category of staff or equipment, any one-time charges, billing cycle, any volume discounts, and any specific invoicing instructions. *(This can be combined with Schedule 3 or separate for clarity.)*

(Note: The Schedule numbers and titles can be adjusted as needed for clarity; some schedules above may be combined if appropriate. For example, the rate card could be part of Schedule 1, etc. They are listed separately here as per the user's request for thoroughness.)

In case any of the above Schedules are not attached at signing, the Parties shall finalize and mutually sign them as soon as possible. Until then, any reference to such Schedule shall be understood in line with the discussions and interim arrangements, but the absence of a formal Schedule shall not excuse either Party from performing the essence of those obligations. Any Schedule (or amendment thereto) signed by both Parties after the Effective Date shall be deemed incorporated from its effective date.

15.12 **Cooperation and Further Assurances:** Each Party agrees to execute and deliver such other documents, and to take such further actions, as may be reasonably necessary to fulfill the objectives of this Agreement or to comply with any Applicable Law in connection with performance hereof. The Vendor shall, at the Company's request, furnish all certificates, evidences of compliance or other documents as the Company may reasonably require to verify Vendor's compliance with this Agreement and Applicable Law (e.g., certificate of incorporation, GST registration, etc., to onboard Vendor as per Company's compliance process).

15.13 **Headings and Interpretation:** Headings and subheadings in this Agreement are for convenience only and shall not affect the interpretation of any provision. Words denoting the singular include the plural and vice versa as the context may require. The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to", whether

or not so stated. References to any statute or regulation shall include any amendments, re-enactments or replacement thereof. If this Agreement is translated into any other language, the English version shall prevail in case of conflict.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.