

CORPORATE SERVICES AGREEMENT

This Agreement is executed on 01 september,2022 by and between;

HUMAN CARE MEDICAL CHARITABLE TRUST (Manipal Hospitals), a society registered under the Societies Registration Act 1860 having its hospital unit at Adjoining MTNL Building, Main Road, Sector 6, Dwarka, New Delhi – 110075, India represented by **Mr. Vimal Sain Chhibber, Administrator** (hereinafter referred to as 'HCMCT MANIPAL HOSPITALS'), which expression unless repugnant to the context thereof, shall mean and include its successors-in-interest and permitted assigns, of the One Part;

AND

Arcofemi Healthcare Ltd (MediWheel) a company registered under Companies Act, 1956 having its registered office at New Delhi, India and represented by its authorized signatory Rishabh Saraf (hereinafter referred to as "**Company**") (The expression Company shall unless it be repugnant to the context or meaning thereof, be deemed to include successors in interest and permitted assigns) of the Other part;

HCMCT MANIPAL HOSPITALS and the Company shall be collectively referred to as the "**Parties**" and individually as "**Party**"

RECITALS

- A. HCMCT MANIPAL HOSPITALS is engaged in the provision of diagnostic and healthcare services.
- B. The Company proposes to provide diagnostic and healthcare services to its members and has sought the services of HCMCT MANIPAL HOSPITALS for this purpose.
- C. HCMCT MANIPAL HOSPITALS and the Company have agreed that HCMCT MANIPAL HOSPITALS shall provide diagnostic and healthcare services to members of the Company and subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, IN LIGHT OF MUTUAL PROMISES AND CONSIDERATIONS AS CONTAINED IN THIS AGREEMENT, THE ADEQUACY WHEREOF IS HEREBY ACKNOWLEDGED BY THE PARTIES, THIS AGREEMENT COVENANTS AND RECORDS AS UNDER:

ARTICLE 1. DEFINITIONS

- 1.1 As used anywhere in this Agreement, the terms and phrases detailed below shall be interpreted to convey the meaning given as under:



"Agreement" shall mean this agreement, together with its Appendices and Schedules;

"Authorization Letter" shall have the meaning given in Article 3.1;

"Beneficiaries" shall mean the employee and or employee family members, of the Company as may be revised by written communication from the Company to HCMCT MANIPAL HOSPITALS from time to time;

"Diagnostic Services" means the testing, laboratory, investigations and diagnostic services provided by HCMCT MANIPAL HOSPITALS at the Facilities,

"Facilities" means the hospitals, laboratories and clinics of HCMCT MANIPAL HOSPITALS from which the Services will be provided by HCMCT MANIPAL HOSPITALS to the Beneficiaries;

"Services" means the Diagnostic Services and the Treatment Services as set forth in this Agreement;

"Treatment Services" means the facilities and provision of medical and surgical services provided by HCMCT MANIPAL HOSPITALS at the Facilities, and as may be revised by HCMCT MANIPAL HOSPITALS from time to time with notice to the Company;

"Term" shall mean a period of one year commencing from the Effective Date.

ARTICLE 2. SCOPE OF THE AGREEMENT

2.1 On and from the date of this Agreement, HCMCT MANIPAL HOSPITALS agrees to provide and the Company agrees to engage HCMCT MANIPAL HOSPITALS to provide to the Beneficiaries the Services for the Term on the terms and conditions hereinafter set out in this Agreement.

ARTICLE 3. ADMISSION PROCEDURE

3.1 PLANNED ADMISSION

In the event of any Beneficiary requiring Diagnostic Services or Treatment Services, the concerned Beneficiary shall produce an authorization letter issued by the Company with such a request, ("**Authorization Letter**"). In cases of elective treatment/surgery, the Authorization Letter will clearly state that the approval for admission has been granted for an elective treatment/surgery.

3.2 It shall be the obligation of the Company to inform, in writing, to all Beneficiaries the general admission, treatment and payment policies of HCMCT MANIPAL HOSPITALS and the Facilities as available under this Agreement, and that:

- (a) admission and provision of the Services, will be subject to the occupancy levels in the Facility at that time, and to the general admission, treatment and payment policies of HCMCT MANIPAL HOSPITALS and the particular Facility;
- (b) in case the Authorization Letter is not issued by the Company, for any reason whatsoever, HCMCT MANIPAL HOSPITALS will be entitled to refuse admission to the said Beneficiary unless and until the said Beneficiary agrees to follow the admission and payment procedures of the Facility in force from time to time, and as applicable to regular patients;
- (c) the entitlement to a ward/room during the period of hospitalization shall be in accordance with the entitlement of the Beneficiary and as communicated in the Authorization Letter, however, a request for



admission to a ward higher / superior to the entitlement of the Beneficiary may be considered subject to the said Beneficiary paying the difference in expenditure between the cost of treatment in their entitled ward/room and the actual ward in which treatment was chosen by the Beneficiary, and subject to the Beneficiary paying a deposit to HCMCT MANIPAL HOSPITALS, as communicated by the Facility;

- (d) HCMCT MANIPAL HOSPITALS shall admit the Beneficiary to the ward/bed category he/she is entitled to as communicated in the Authorization Letter; however, in case this is not possible because of non – availability of the bed in such ward and the postponement of admission is not desirable, the Beneficiary may be admitted to the next higher ward as a temporary measure and will be shifted to the ward in the category to which she is entitled when the bed becomes available there. In such an event, the difference between the charges for higher bed/ward and the charges as per the Beneficiary's entitlement will be paid to HCMCT MANIPAL HOSPITALS directly by the Beneficiary. If the next or any other higher ward is not available, the Beneficiary will be shifted to ward/room available at that time;
- (e) any investigation carried out at the request of the Beneficiary but not forming the necessary part of the treatment shall be paid directly by the Beneficiary; and
- (f) Any amount of the hospitalization expenses not borne by the Company in terms of the Authorization Letter will have to be paid by the Beneficiary and will have to be paid to HCMCT MANIPAL HOSPITALS prior to discharge.

ARTICLE 4. DISCHARGE & BILLING PROCEDURE

All Members which shall be sent to Manipal through MediWheel, who shall be carrying a booking/appointment confirmation for Manipal at Dwarka shall be given cashless diagnostic services.

The invoice shall be raised to Mediwheel after the submission of the reports of all such members.

On submission of the invoice and report, the amount shall be payable and due to Manipal

ARTICLE 5. FEE SCHEDULE & PAYMENT TERMS

5.1 All Services will be offered as per the package rates defined in Schedule 1. The rates in Schedule 1 are liable to be revised by HCMCT MANIPAL HOSPITALS from time to time, and such revision will be intimated to the Company.

5.2 Payment for the Diagnostic Services and/or Treatment Services rendered to a Beneficiary shall be made by the MediWheel for all such cases which have been referred for Cashless Diagnostic services.

5.3 Payment to be made via NEFT or cheque in favor of "Human Care Medical Charitable Trust".

5.4 All Payment shall be made by beneficiary. If Bill will be raised to Company, it shall make payments to Human Care Medical Charitable Trust for services provided under this AGREEMENT within 30 days of receiving the invoices.

ARTICLE 7. REPRESENTATION AND WARRANTIES BY HCMCT MANIPAL HOSPITALS



7.1 HCMCT MANIPAL HOSPITALS represents and warrants that they shall maintain utmost care and diligence in the provision of the Services rendered to the Beneficiaries.

ARTICLE 8. TERM OF AGREEMENT

8.1 This Agreement shall be in force for a period of one year from the Effective Date. The Agreement may be renewed by the Parties for such further periods as may be mutually agreed by the Parties.

ARTICLE 9. INDEMNITY AND LIABILITY

9.1 Each Party hereby agrees to indemnify and hold harmless the other, its directors, officers and members, from any and all actions, claims, suits, losses, damages, costs, expenses (including reasonable legal expenses and attorney fees), arising out of or in relation to any breach of any representation or warranty given in terms of this Agreement.

Notwithstanding anything contained herein under this agreement, the total liability of either Party, arising out of this agreement or in connection with services shall not exceed moneys paid/payable for such services under the invoice immediately preceding the date of such damage/liability irrespective of the nature of the claim which results in such liability and whether based on contract or tort or any other theory of law.

ARTICLE 10. CONFIDENTIALITY

10.1 HCMCT MANIPAL HOSPITALS will be privy to the following confidential information ("**Confidential Information**"):

- (i) The identity of the Beneficiaries, their names, addresses and telephone numbers;
- (ii) Diagnosis and medical reports of the Beneficiaries;
- (iii) Any information which the Facility may receive from the Company or the Beneficiary (and/ or their dependents), or through medical examination of the Beneficiary;

10.2 Confidential Information will be kept confidential by HCMCT MANIPAL HOSPITALS. HCMCT MANIPAL HOSPITALS further agrees that the information at (ii) and (iii) above will not be shared by HCMCT MANIPAL HOSPITALS with the Company, without the prior written consent of the Beneficiary.

10.3 HCMCT MANIPAL HOSPITALS agrees that at any time during and after the Term, it will not disclose or communicate any of Confidential Information except at the request of the Beneficiary, or as necessary for it to: (i) properly perform the Diagnostic Services and Treatment Services; or (ii) disclose the Confidential Information if obliged to do so by law or order of a court in which case HCMCT MANIPAL HOSPITALS shall immediately notify the Company (for intimating the Beneficiary) of such requirement and use its best endeavors (without breach of applicable law) to delay and withhold disclosure until the Company/ Beneficiary has a reasonable opportunity to oppose disclosure by lawful means, and to limit such disclosure to the extent required by the law or by order of court.

10.4 This restriction shall not apply to Confidential Information that is or becomes public knowledge through no fault of HCMCT MANIPAL HOSPITALS.

ARTICLE 11. NOTICES



11.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by e-mail, or, facsimile transmission, and then confirmed by personal delivery or prepaid registered post or by nationally recognized courier service, in the manner as elected by the party giving such notice.

ARTICLE 12. TERMINATION

12.1 Either Party may terminate this Agreement by giving the other Party a notice of a period, not less than 30 days without assigning any reasons.

12.2 Either Party may terminate this Agreement for breach of this Agreement by giving the other Party written notice of such breach. The Party in breach of the Agreement shall be provided a period of 30 days to cure such breach ("**Cure Period**"). In the event that the breach is not cured within the Cure Period, this Agreement may be terminated immediately in writing. In the event the breach is of such a nature as cannot be cured, or cannot be cured within a period 30 days, the Agreement will be terminated upon the issuance of the notice of termination.

12.3 Either Party may terminate this Agreement if the other Party is wound up, or is subject to the administration of its business, or all or substantially all of its assets by a receiver, administrator or liquidator.

12.4 The termination of this Agreement does not absolve the Company from making all such payments as have accrued for the Services provided by HCMCT MANIPAL HOSPITALS, and the Company shall make such payments within 30 days of termination of this Agreement. The Company will also make the payments for the Services being rendered to such Beneficiary as are undergoing Services in any Facility at the time of termination, until its completion or their discharge from the Facility.

ARTICLE 13. ARBITRATION

13.1 If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, the Parties shall endeavor to settle such dispute amicably.

In the case of failure by the Parties to resolve the dispute in the manner set out above within twenty (21) days from the date when the dispute arose, the dispute shall be referred to arbitration before a sole arbitrator who shall be an independent third party. The place of Arbitration shall be at Delhi. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The arbitrator shall also decide on the costs of the arbitration proceedings.

13.2 The arbitrator's award shall be substantiated in writing and the Parties shall submit to the arbitrator's award which shall be enforceable in any competent court of law.

13.3 Notwithstanding anything to the contrary in this Agreement, either Party may at any time seek injunctive or interlocutory relief (including any interim injunction, permanent injunction, restraining order or other equitable relief) in a court of competent jurisdiction in order to protect any urgent interest of such Party, including the confidentiality restrictions of this Agreement.

ARTICLE 14. MISCELLANEOUS

14.1 Tax Liability



Each Party shall bear and fully comply with all their respective tax liabilities arising from the provisions of this Agreement.

14.2 Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision at a later point of time. Any waiver or acquiescence by either Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

14.3 Severability

If any provision of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.4 Amendments

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing by the Company and Hospital

14.5 Entirety

This Agreement represents the entire agreement as to the subject matter hereof and supersedes and cancels any and all prior understandings/agreements between the Parties.

14.6 Relationship

The relationship between the Parties is independent and is on a principal to principal basis. Nothing in this Agreement shall be interpreted or construed as constituting, expressly or by implication, an employer-employee relationship between the parties hereto. Further, none of the provisions of this Agreement shall be deemed to constitute a partnership or agency between the Parties hereto and neither shall have any authority to bind the other or shall be deemed to have any authority of the other otherwise than as strictly provided under this Agreement.

14.7 General Compliance

The Parties agree that they shall, in the performance of this Agreement, comply with all legal and regulatory requirements as may be applicable from time to time.

14.8 Assignment




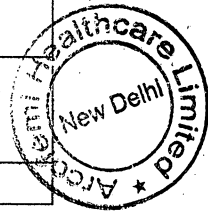
Neither Party shall be entitled to assign any of its rights or obligations hereunder in any manner howsoever without the express prior written consent of the Company.

14.9 Governing law

This Agreement shall be governed and construed in accordance with the laws of India and subject to the provisions for resolution of disputes under this Agreement through arbitration in Article 13 of this Agreement, the courts at Delhi shall have exclusive jurisdiction over all matters arising from this Agreement.

EXECUTED BY THE PARTIES ON THE DATE, MONTH AND YEAR FIRST ABOVE MENTIONED, ACTING THROUGH THEIR AUTHORIZED SIGNATORIES

| | |
|--------------------------------------------|------------------------------------------------------------------------------------|
| Executed for and on behalf of | Executed for and on behalf of |
| HUMAN CARE MEDICAL CHARITABLE TRUST | <i>Arcojenic Healthcare Ltd.</i> |
| |  |
| By: [●] Vimal Sain Chhibber | By: <i>Rishabh Sanyal</i> |



OFFER FOR EMPANELMENT

Health Packages

| S.No | Package Name | Quotation |
|------|-----------------------------------------------------------------|-----------|
| 1 | MediWheel Full Body Health Checkup(Male Below 40) | 2900 |
| 2 | MediWheel Full Body Health Checkup(Female Below 40) | 3100 |
| 3 | MediWheel Full Body Health Checkup(Male Above 40) | 3200 |
| 4 | MediWheel Full Body Health Checkup(Female Above 40) | 3600 |
| 5 | Pre-Employment Health Checkup -Standard | 1000 |
| 6 | Pre-Employment Health Checkup - Male Above 45 (PSA) | 1350 |
| 7 | Pre-Employment Health Checkup - Female Above 45 (Mammography) | 1550 |
| 8 | Pre-Employment Health Checkup - (Audiometry) | 1150 |
| 9 | Pre-Employment Health Checkup - B | 950 |
| 10 | Pre-Employment Health Checkup - A | 1950 |
| 11 | Medi Wheel Package Male | 2600 |
| 12 | Medi Wheel Package Female | 2800 |

**MediWheel Full Body Health Checkup
Male Below 40**

| | Test Name |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Description | For the most Comprehensive Check of all Pathology for complete understanding of your body. |
| General Health | CBC with ESR, Urine analysis, Stool Analysis, Blood Group |
| Diabetes | Blood Sugar & Blood Sugar - Post Prandial, Hba1c |
| Thyriod | TSH, T3, T4 |
| Lipid | Triglycerides, Cholesterol Total, HDL, LDL, VLDL, LDL/HDL Ratio, Cholesterol Total / HDL Ratio |
| Kidney | Uric Acid, BUN, Creatinine, BUN/Creatinine Ratio, Total Protein |
| Liver | Bilirubin Total & Direct and Indirect, Alkaline Phosphatase, , Albumin, Globulin, A:G Ratio, Serum Protein, GGT, AST/ALT Ratio |
| Heart | ECG, (2D or TMT) |
| Lung | X Ray Chest |
| General Organ | Ultrasound |
| | |
| | |
| Consultation | General, Eye, Dental |
| Lab | Yes |
| Result | 48 Hours |

**MediWheel Full Body Health
Checkup
Female Below 40**

| | Test Name |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Description | For the most Comprehensive Check of all Pathology for complete understanding of your body. |
| General Health | CBC with ESR, Urine analysis, Stool Analysis, Blood Group |
| Diabetes | Blood Sugar & Blood Sugar - Post Prandial, Hba1c |
| Thyriod | TSH, T3, T4 |
| Lipid | Triglycerides, Cholesterol Total, HDL, LDL, VLDL, LDL/HDL Ratio, Cholesterol Total / HDL Ratio |
| Kidney | Uric Acid, BUN, Creatinine, BUN/Creatinine Ratio, Total Protein |
| Liver | Bilirubin Total & Direct and Indirect, Alkaline Phosphatase, , Albumin, Globulin, A:G Ratio, Serum Protein, GGT, AST/ALT Ratio |
| Heart | ECG, (2D or TMT) |
| Lung | X Ray Chest |
| General Organ | Ultrasound |
| | Pap Smear |
| | |
| Consultation | General, Eye, Dental, Gynac |
| Lab | Yes |
| Result | 48 Hours |



MediWheel Full Body Health Checkup Male Above 40

| | Test Name |
|----------------|--------------------------------------------------------------------------------------------------------------------------------|
| Description | For the most Comprehensive Check of all Pathology for complete understanding of your body. |
| General Health | CBC with ESR, Urine analysis, Stool Analysis, Blood Group |
| Diabetes | Blood Sugar & Blood Sugar - Post Prandial, Hba1c |
| Thyriod | TSH, T3, T4 |
| Lipid | Triglycerides, Cholesterol Total, HDL, LDL, VLDL, LDL/HDL Ratio, Cholesterol Total / HDL Ratio |
| Kidney | Uric Acid, BUN, Creatinine, BUN/Creatinine Ratio, Total Protein |
| Liver | Bilirubin Total & Direct and Indirect, Alkaline Phosphatase, , Albumin, Globulin, A:G Ratio, Serum Protein, GGT, AST/ALT Ratio |
| Heart | ECG, (2D or TMT) |
| Lung | X Ray Chest |
| General Organ | Ultrasound |
| Cancer | PSA Male |
| | |
| | |
| Consultation | General, Eye, Dental |
| Lab Result | Yes 48 Hours |
| Center Price | 3200 |

MediWheel Full Body Health Checkup Female Above 40

| | Test Name |
|----------------|--------------------------------------------------------------------------------------------------------------------------------|
| Description | For the most Comprehensive Check of all Pathology for complete understanding of your body. |
| General Health | CBC with ESR, Urine analysis, Stool Analysis, Blood Group |
| Diabetes | Blood Sugar & Blood Sugar - Post Prandial, Hba1c |
| Thyriod | TSH, T3, T4 |
| Lipid | Triglycerides, Cholesterol Total, HDL, LDL, VLDL, LDL/HDL Ratio, Cholesterol Total / HDL Ratio |
| Kidney | Uric Acid, BUN, Creatinine, BUN/Creatinine Ratio, Total Protein |
| Liver | Bilirubin Total & Direct and Indirect, Alkaline Phosphatase, , Albumin, Globulin, A:G Ratio, Serum Protein, GGT, AST/ALT Ratio |
| Heart | ECG, (2D or TMT) |
| Lung | X Ray Chest |
| General Organ | Ultrasound |
| Woman Health | Mammography |
| | |
| | |
| Consultation | General, Eye, Dental, Gynac |
| Lab Result | Yes 48 Hours |
| Center Price | 3600 |



Mediwheel Pre- Employment Health Checkup

| Pre-Employment Health Checkup - Standard | Pre-Employment Health Checkup - Male Above 45 (PSA) | Pre-Employment Health Checkup - Female Above 45 (Mammography) | Pre-Employment Health Checkup - (Audiometry) |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Blood group | Blood group | Blood group | Blood group |
| CBC | CBC | CBC | CBC |
| ESR | ESR | ESR | ESR |
| RBS | RBS | RBS | RBS |
| SGPT | SGPT | SGPT | SGPT |
| S. Creatinine | S. Creatinine | S. Creatinine | S. Creatinine |
| Urine RM | Urine RM | Urine RM | Urine RM |
| Chest X Ray (PA) | Chest X Ray (PA) | Chest X Ray (PA) | Chest X Ray (PA) |
| ECG | ECG | ECG | ECG |
| Eye Examination | Eye Examination | Eye Examination | Eye Examination |
| | Health checkup form – As per Factory act/rules | Health checkup form – As per Factory act/rules | Health checkup form – As per Factory act/rules |
| General health checkup form & fitness certificate from Physician doctor | General health checkup form & fitness certificate from Physician doctor | General health checkup form & fitness certificate from Physician doctor | General health checkup form & fitness certificate from Physician doctor |
| | PSA | Mammography | Audiometry |
| Price 1000 | Price 1350 | Price 1550 | Price 1150 |



| |
|------------------------------------------|
| Pre-Employment Health Checkup - B |
| Height, Weight, BMI |
| Chest X-ray |
| Complete Blood count (automated) |
| ECG- Adult |
| Creatinine serum |
| Urine routine and microscopy |
| Glucose fasting |
| Total Cholesterol |
| SGPT |
| SGOT |
| HC physician Consultation |
| HC Opthal Consultation |
| Medical report with status (Fit / Unfit) |
| Price 950 |

| |
|------------------------------------------------------------------------|
| Pre-Employment Health Checkup - A |
| Complete Blood count (automated) |
| Blood Group ABO & Rh |
| Random Blood Sugar |
| HIV test |
| Chest X-ray |
| ECG- Adult |
| Eyes Checkup with Color Blindness |
| Basic ENT Check up & Audiometry Test |
| Total Cholesterol |
| Medical Examination General Physician report with status (Fit / Unfit) |
| Total Price - 1950 |



Mediwheel Package

| Male | Female |
|-------------------------------|--------------------------------------------|
| Heamogram | Heamogram |
| Lipid Profile | Lipid Profile |
| LFT | LFT |
| Kidney Profile | Kidney Profile |
| Blood and Urine Sugar Fasting | Blood and Urine Sugar Fasting |
| Blood and Urine Sugar PP | Blood and Urine Sugar PP |
| Stool Routine | Stool Routine |
| VDRL | VDRL |
| ECG | ECG |
| PFT | PFT |
| USG Normal | USG Normal |
| TMT ECHO | TMT ECHO |
| X Ray Chest | X Ray Chest |
| Eye Check-up | Eye Check-up |
| Physician Consultation | Physician Consultation |
| Rectal examination | Pap Smear, |
| Surgical examination | Routine urine analysis |
| | Gynae Consultation with Breast Examination |
| Price 2600 | Price 2800 |

Mode of payment – Cash& Credit

SPOC from SNS:

SPOC from Manipal Hospitals New Delhi:

Yamini Gupta- Executive Sales- email id: yamini.gupta@manipalhospitals.com

Contact number: 8287698584

MediWheel Contact

For Escalation - Wellness@mediwheel.in

For General Query – network@mediwheel.in

For Accounts – accounts@mediwheel.in

For reports: reports@mediwheel.in

