MEMORANDUM OF UNDERSTANDING

This AGREEMENT is executed at New Delhi on 16 date, of Sept. month of the year 2024

BETWEEN

ArcoFemi Healthcare Ltd, a company incorporated under the relevant provisions of the Indian Companies Act, 1956 and having its Corporate Office at F-701 Lado Sarai, New Delhi -110030 hereinafter referred to as 'MediWheel' and which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the ONE PART.

AND T S MISRA MEDICAL COLLEGE AND HOSPITAL [A Unit of Vedic and Futuristic Edutech. Having its Registered Office / Principal Place of Business at

hereinafter referred to as the **" SERVICE PROVIDER"** of the **OTHER PART**.

WHEREAS, MediWheel is a Wellness and Healthcare company providing Healthcare related services to its beneficiaries and clients and corporates.

Now this agreement witnessed that:

WHEREAS:

i. MEDIWHEEL intends to offer and / or provide various services, either directly by itself and / or through certain other businesses.
ii. MEDIWHEEL is in the process of identifying suitable Professionals / Businesses to be available to MEDIWHEEL and / or its Members / Customers/ Clients/ Prospective customers, on a regular basis, and to provide their respective services to MEDIWHEEL and / or its Members / Customers.
iii. MEDIWHEEL is a Healthcare administrative service provider organization providing a range of Healthcare related services.
iv. MEDIWHEEL has approached the Service Provider to avail of the Service Provider's services for itself and / or for the benefit of its Members / Customers.
v. The Service Provider has agreed to provide its services to MEDIWHEEL and / or its Members / Customers on a regular basis.
vi. Second Party is engaged in the business of Providing Diagnostic Services and Consultation.
vii. The Second Party has approached "AHCL" and has represented that they have the requisite experience, infrastructure and resources to provide "AHCL" the services in accordance with the terms of this Agreement.
viii. AHCL has thus, based on the representations of the Second Party, and agreed to appoint the Second Party for the provision of the services on a non-exclusive basis during the term of this Agreement.
ix. Parties are now desirous of entering into this Agreement to record their mutual agreement and understanding regarding the offering of services in accordance to this Agreement. MEDIWHEEL and the Service Provider have agreed on certain terms and conditions to govern their relationship as set out herein below

1. QUALITY OF SERVICES:

1.1. The Service Provider shall provide services of good quality and professional nature in accordance with best practices.
1.2. Service provider shall provide detailed information about its services / facilities including outsourced services.
1.3. The Service Provider may be called upon to enter into a separate Service Level Agreement with MEDIWHEEL, or MEDIWHEEL may develop an appropriate Operations Manual, wherein certain quality standards and service-specific terms and conditions, in respect of the Service Provider's services, will be identified. The Service Provider shall

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endeavour to adhere to the standards of quality and additional terms and conditions, identified in such Service Level Agreement and / or Operations Manual. The said Service Level Agreement and / or the Operations Manual shall be deemed to be a part and parcel of this Agreement.

1.4. MEDIWHEEL shall have the right to monitor the quality of services provided by the Service Provider to MEDIWHEEL and / or its Members / Customers.

1.5. In the event that MEDIWHEEL is not satisfied with the quality of services provided by the Service Provider to MEDIWHEEL and / or its Members / Customers, MEDIWHEEL shall have the right to terminate this Agreement in accordance with the provisions of Clause 9 below.

2. Scope

1.6. AHCL shall send a qualified and valid Lead to Second Party for the supply of Services to the Lead.

1.7 Second party shall take reasonable steps to ensure that the Leads generated are fulfilled through the Service Providers.

3. It must be noted that AHCL is a mere facilitator for the fulfillment of the order and shall not be liable for any deficiency or defect the Services supplied by the Second Party.

4. PAYMENTS:

4.1 MEDIWHEEL and the Service Provider have already agreed upon certain rates on the basis of which the Service Provider shall charge for its services. These charges shall be mentioned in Annexure 1.

4.2 The Service provider shall not be entitled to change the said rates without prior consultation with MEDIWHEEL

4.3 The service provider can be penalized up to of the bill amount for exceeding the TAT for sending the reports to MEDIWHEEL which is 72 working hrs.

4.4 MEDIWHEEL may, in its discretion, inform its Members / Customers of the total amount of charges in respect of the Service Provider's services, without, separately, indicating the amount of the add-on Service Fee included therein.

4.5 The Service Provider shall raise its bills on MEDIWHEEL on a monthly basis. MEDIWHEEL agrees to pay eligible bills within 20 days from the date of receipt of such bills from the Service Provider.

4.6 The Service Provider shall submit the monthly bills to the local "MEDIWHEEL" office.

4.7 All payments by MEDIWHEEL to the Service Provider shall be subject to the applicable laws in India, such as those relating to tax deduction at source, etc.

5. CERTAIN SPECIFIC OBLIGATIONS ON THE PART OF THE SERVICE PROVIDER:

5.1 The Service Provider shall at all times treat "MEDIWHEEL" Members / Customers in a courteous manner and follow good business practices.

5.2 The Service Provider shall be responsible for protection of all information, contents, software, etc., being utilized by it for the purposes of implementing the terms and conditions of this Agreement and for the purpose of providing its services to MEDIWHEEL and /or its Members / Customers.

5.3 The Service Provider shall utilize its hardware, software, access codes to MEDIWHEEL's website, such as User ID and Password, etc., with utmost discretion and solely for the purpose of implementing the terms and conditions of this Agreement and for the purpose of providing its services to MEDIWHEEL and /or its Members / Customers. The Service Provider shall not provide access or part with its User ID and /or Password to MEDIWHEEL's website, to any unauthorized person.

5.4 The Service Provider shall be responsible for ensuring due compliance with any Laws, Guidelines, Regulations, Codes of Conduct, etc., Specifically, Governing the Service Provider's Profession and its Activities.

5.5 For the purpose of implementing the terms and conditions of this Agreement and for the purpose of providing its

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services to MEDIWHEEL and/or its Members/Customers,the Service Provider shall not assign its rights and / or obligations under this Agreement. Further, without the specific prior written consent of MEDIWHEEL, the Service Provider shall not, in any manner, utilize the services of any third party for the purpose of implementing the terms and conditions of this Agreement and for the purpose of providing its services to MEDIWHEEL and / or its Members / Customers.

5.6 The Service Provider agrees to have medical audit on periodical basis as and when necessary with "MEDIWHEEL" audit team and allow access to the representatives of 'MEDIWHEEL'.

5.7 MEDIWHEEL does not assume any responsibility for any loss, harm, injury etc. that may be caused to or suffered by the Service Provider due to a breach of any of the obligations of the Services mentioned herein. The Service Provider hereby indemnifies MEDIWHEEL and assures to keep MEDIWHEEL indemnified from all loss, harm, injury, etc., that may be caused to and/or suffered by MEDIWHEEL due to any breach, by the Service Provider, of the obligations mentioned herein and vice versa.

6. RELATIONSHIP AMONGST THE SERVICE PROVIDER, MEDIWHEEL AND ITS SUBSCRIBERS:

6.1 The relationship between the Service Provider and MEDIWHEEL shall be on a principal-to-principal basis.

6.2 In its relationship between the Service Provider and MEDIWHEEL, MEDIWHEEL shall represent the interests of its Members/Customer /Prospective clients and shall, at all times, act in such manner as to protect the interests and ensure maximum benefit to its Members / Customers.

6.3 The relationship between the Service Provider and the Members/Customers/Prospective customers of MEDIWHEEL shall be as between a Service Provider and a client.

7. NON-EXCLUSIVITY:

7.1 The arrangement between MEDIWHEEL and the Service Provider shall be on a non-exclusive basis.

7.2 MEDIWHEEL shall have the right to identify, seek and avail of the services of other Services, Businesses, Professionals, etc., providing the same or similar services, as are being provided by the Service Provider.

7.3 However, the Service Provider may provide its services through the internet or any other website, or any other mode similar to that being, presently, adopted by MEDIWHEEL, only after obtaining specific written consent from MEDIWHEEL, which consent shall not be unreasonably withheld.

8 INDEMNITY:

8.1 The Service Provider shall be solely and directly responsible and liable for any losses and / or damages caused to or suffered by MEDIWHEEL and / or its Subscribers as a result of any defect in the Service Provider's goods and / or deficiency in the Service Provider's services.

8.2 The Service Provider, hereby, indemnifies MEDIWHEEL and assures to keep MEDIWHEEL indemnified from any loss, harm, injury, damages, etc., that may be caused to and / or suffered by MEDIWHEEL, as a result of any defect in the Service Provider's goods and / or deficiency in the Service Provider's services availed of by the MEDIWHEEL Members / Customers.

8.3 MEDIWHEEL, in its complete discretion, shall have the right to disclose to its Members / Customers any and all information about the Service Provider, as may be available with MEDIWHEEL.

9 TERM OF THIS AGREEMENT:

9.1 This Agreement shall be in effect for a Period of Three(3) Years from the date of its execution.

9.2 This Agreement may be extended for such further periods and on such terms as may be agreed upon, in writing, between the parties.

10 TERMINATION and Confidential Information:

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10.1 In the event that this Agreement is not extended as mentioned in Clause 7.2 above, the same shall be terminated on the expiry of the period mentioned in Clause 7.1 above.

10.2 Prior to the expiry of this Agreement by efflux of time, as mentioned in Clause 9.1 below, either party may terminate this Agreement by issuing One Month's Notice, in writing to the other party.

10.3 Although the Agreement may stand terminated, either by efflux of time and / or by violation of parties, the Service Provider shall remain responsible for all assignments being attended to by the Service Provider at the time of termination of the Agreement.

10.4 However, MEDIWHEEL has the right to call upon the Service Provider to, forthwith, cease to attend to any of its Subscribers and to identify any other Service Provider to provide the services required by its Members / Customers.

10.5 "Confidential Information" shall mean any business, marketing, technical, scientific, IP or other information disclosed which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential, any work done under this agreement and/ or the terms of this agreement. However, "Confidential Information" shall not include any information which:

10.6 was previously known by the receiving Party, as evidenced by its business records; or

10.7 is lawfully in the public domain, other than through a breach of this agreement;

10.8 was disclosed to the receiving Party by a third party without any restrictions on its use or disclosure, provided the third party is not itself in breach of any obligations of confidence with respect to such information;

10.9 is independently developed by the receiving Party, as evidenced by its business records;

10.10 is authorized by a third party with the right to do so;

10.11 is compelled by law, provided the disclosing Party provides the other Party with prompt notice of any efforts to compel disclosure and reasonably co-operates with other Party's lawful attempts to prevent disclosure or to obtain a protective order.

10.12 The Provider shall agrees that they will not approach the said corporate directly till the validation of MOU and 2 years after the expiry of contract.

10.13 Subject to provisions of this agreement, the Parties shall maintain any and all Confidential Information in confidence, and disclose the same only to employees, officers or to any third party/ consultant/ contractor hired to complete the work in terms of this agreement for the purposes of undertaking the work during the Term. The Parties shall use the same degree of care as each of them uses to protect its own Confidential Information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of Confidential Information.

11 BREACH OF CONTRACT AND CONSEQUENCES THEREOF:

11.1 Notwithstanding anything else contained in this Agreement to the contrary, in the event of a breach, by the Service Provider, of any of the terms of this Agreement, MEDIWHEEL shall have the right to terminate this Agreement, immediately and without any notice period.

11.2 In the event of termination of this Agreement in pursuance of the above clause, MEDIWHEEL shall have the right to call upon the Service Provider to, forthwith, cease to attend to any of its Members / Customers and to identify any other Service Provider to provide the services required by its Members / Customers.

11.3 The Service Provider undertakes to comply with all directions of MEDIWHEEL in this regard.

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12 GOVERNING LAW:

The law governing this Agreement and all matters related thereto shall be the laws of India only.

13 DISPUTES RESOLUTION:

13.1 All disputes, differences, claims, and / or any other matters related to the provisions of this Agreement, shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996.

13.2 Each party shall have the right to appoint one Arbitrator each.

11.3 The arbitration shall be in English and only at New Delhi.

11.4 This Agreement shall be subject to the jurisdiction of the Courts in New Delhi only.

14 DECLARATION:

Service Provider hereby declares that

14.1 Information given to MEDIWHEEL is true and authentic to the best of its knowledge and belief.

14.2 In the event that the furnished information is either false or turns out to be false, "MEDIWHEEL" is en titled to dis-empanel the Service Provider from the MEDIWHEEL Network list of Service Providers.

14.3 MEDIWHEEL has a right to comprehend that this ground i.e., act of furnishing information by Service Provider which is false or turns out to be false, is in addition to other grounds envisaged elsewhere in this agreement.

For "MEDIWHEEL"

Authorized Signatory_____
Arcofemi Health Ltd.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR RESPECTIVE STAMPS AND SIGNATURES ON THE DATE MENTIONED ABOVE.

For "Service Provider" T S MISRA MEDICAL COLLEGE AND HOSPITAL

Authorized Signatory _____
Name: DR. SANJAY MISHRA.

SEAL:

Dr. Sanjay Mishra
Head TPA
TS Misra Medical College & Hospital, Lko.

DATE: 16/Sep/2024

Important Instructions:

1. **Please ensure that each and every page & each side of this document have the Service Provider Seal and Authorized Signatory's signature.**
2. **MOU to be submitted along with other information requested**