

HHEALTHCARE PROFESSIONAL AGREEMENT

This Healthcare Professional Agreement ("Agreement") is entered into

BY AND BETWEEN

Lynkcare Health Tech Private Limited (CIN No.U63120TN2026PTC192450) a company incorporated under Companies Act, 2013 having its registered office at Ground Floor, Shakthi, Towers 1, 766 Annai Salai, Anna Road, Chennai- 600002, Tamil Nadu, represented by its authorized signatory Dr. Nirmala Madhan (hereinafter referred to as "**The Company**",), operating the digital platform known as "**MedLynk**" (hereinafter referred to as "**MedLynk**" or "**The Platform**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

"The Healthcare Professional" empanelled on the Platform, including doctors, registered nurses, physiotherapists, physician assistants, and such other duly qualified healthcare professionals incorporated or permitted under applicable law and on the Platform, represented by their Authorised Signatory (hereinafter referred to as the "**Professional**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

RECITALS

WHEREAS, The Company owns and operates the proprietary digital platform and mobile application known as "**MedLynk**". The Platform functions as a technology-enabled intermediary that facilitates connections between verified Healthcare Providers and independent healthcare professionals by enabling the posting, discovery, matching, booking, scheduling, Engagement, and management of temporary, contractual, and on-demand healthcare assignments and other ancillary digital services designed to support and streamline the engagement of healthcare professionals through the Platform.

WHEREAS, the Healthcare Professional the Healthcare Professional is a doctor, registered nurse, physiotherapist, physician assistant, or such other duly qualified healthcare professional, who possesses the requisite educational qualifications, statutory registrations, licenses, certifications, and professional competence required under Applicable Law and as prescribed by the Platform, has been registered and verified thereon, and desires to independently render professional healthcare services to Healthcare Providers through the Platform pursuant to independent contractual Engagements entered into from time to time.

AND WHEREAS, the Professional wishes to access and use the MedLynk Platform to identify, engage in, and provide healthcare services for assignments to Healthcare Providers through the MedLynk Platform, subject to the terms and conditions of this Agreement and the applicable policies, guidelines, and other documents published or made available on the MedLynk Platform and/or the Company's website, as may be amended from time to time;

AND WHEREAS, the Parties consider it necessary and desirable to formally record and regulate their respective rights, obligations, responsibilities, representations, warranties, restrictions, liabilities, confidentiality obligations, data protection commitments, dispute resolution mechanisms, and all other matters arising out of or in connection with the Healthcare Professional's access to and use of the Platform, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and undertakings contained herein, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

1.1 Definitions

- a. **"Agreement"** means this Healthcare Professional Agreement, together with all schedules, annexures, policies, amendments, and documents expressly incorporated by reference.
- b. **"Applicable Law"** means all statutes, enactments, rules, regulations, notifications, guidelines, judicial decisions, governmental orders, licences, approvals, and other legal requirements in force in India that are applicable to the Parties or the subject matter of this Agreement.
- c. **"Authorised Representative"** means an individual duly authorised by the Provider to execute this Agreement and legally bind the Provider.
- d. **"Beneficial Owner"** means the natural person(s) who ultimately owns or controls the entity or on whose behalf a transaction is conducted, and includes a person exercising ultimate effective control over a juridical person, in accordance with applicable law.
- e. **"Booking"** means the acceptance of a Shift by a Healthcare Professional through the Platform, resulting in a confirmed engagement between the Provider and the Healthcare Professional.

- a. **"Business Day"** means any day other than a Saturday, Sunday, or a public holiday on which banks are generally open for business in Chennai, Tamilnadu.
- b. **"Confidential Information"** means any non-public information disclosed by one Party to the other in connection with this Agreement, whether in written, electronic, oral, or any other form, including commercial, financial, technical, operational, customer, business, pricing, software, security, and proprietary information, but excluding information that:
 - i. is or becomes publicly available through no breach of this Agreement;
 - ii. was lawfully known to the receiving Party before disclosure;
 - iii. is independently developed without reference to the disclosing Party's Confidential Information; or
 - iv. is required to be disclosed under Applicable Law or by a competent authority.
- c. **"Conversion"** means and shall include any direct or indirect engagement of the Healthcare Professional by the Provider or any of its affiliates, subsidiaries, group entities, associated entities, contractors, or representatives, whether effected directly or through any intermediary, where the effect of such arrangement is to engage the Healthcare Professional outside the MedLynk Platform.
- d. **"Credentials"** means the qualifications, registrations, licences, certifications, identity documents, declarations, and other records or information required by the Company or under Applicable Law to verify the identity, eligibility, qualifications, legal capacity, and authority of a Provider or Healthcare Professional in connection with the MedLynk Platform.
- e. **"Data", "Data Principal", "Personal Data", and "Digital Personal Data"** shall have the meanings assigned to them under the Digital Personal Data Protection Act, 2023, and the rules made thereunder, as amended from time to time.
- f. **"Empanelled"**, means a Registered Healthcare Professional who has successfully completed the required standards and onboarding process and has been approved by the Company to receive, accept, and undertake engagements through the MedLynk Platform, subject to this Agreement and the Company's applicable Terms and Policies.

- g. "Engagement"** means any booking, acceptance, confirmation, shift assignment, completed shift, cancellation, communication, or other interaction between a Healthcare Provider and a Professional through or in connection with the Platform.
- h. "Gross Negligence"** means any act or omission amounting to a reckless and conscious disregard of a known and substantial risk, constituting a manifest and material departure from the standard of care that a reasonably prudent person or entity would exercise in similar circumstances.
- i. "Healthcare Provider"** means any hospital, clinic, nursing home, diagnostic centre, medical institution, healthcare establishment, or other facility engaged in the provision of healthcare services, which is registered or onboarded on the Platform.
- j. "Independent Contract"** means the contract formed directly between the Healthcare Professional and the Healthcare Provider upon confirmation of an Engagement through the Platform for the provision of Professional Services, to which MedLynk is not a party.
- k. "Payment Period"** means each instance in which payment is required to be made by the Provider in respect of a Booking, Shift, invoice, reimbursement, Platform Fee, or any other amount payable under this Agreement.
- l. "Platform"** means the digital platform owned and operated by Lynkcare Health Tech Private Limited, including its website, mobile applications, software, interfaces, APIs, and related technology infrastructure through which the Services are made available.
- m. "Platform Fee"** means the fee payable by the Healthcare Provider to MedLynk as consideration for providing access to and use of the Platform and services in connection with facilitating Engagements between Healthcare Providers and Healthcare Professionals. The Platform Fee is separate and independent from the Professional Fee payable to the Healthcare Professional and shall be subject to applicable taxes, unless expressly stated otherwise.
- n. "Privacy Policy"** means MedLynk's privacy policy, as amended from time to time, governing the collection, use, storage, processing, and disclosure of personal information.

- o. "Professional Fee"** means the consideration payable by the Healthcare Provider to the relevant Healthcare Professional for the healthcare services rendered pursuant to an Engagement under this Agreement, as reflected in the invoice generated in respect of such services, excluding the Platform Service Fee, Goods and Services Tax applicable thereto, and any other applicable statutory taxes, deductions or withholdings required under Applicable Law.
- p. "Services"** means the technology-enabled services provided by MedLynk, including facilitating the discovery, booking, scheduling, communication, support, and administrative management of Engagements between Providers and Healthcare Professionals.
- q. "Settlement Administrator"** means MedLynk acting solely as the technology platform in its capacity for the administrative management of the settlement workflow in respect of transactions initiated through the Platform. In such capacity, the Company is authorised to generate, authenticate, communicate and administer settlement instructions to the designated Escrow Bank in accordance with this Agreement and the applicable Platform Terms. The Settlement Administrator shall not receive, hold, own, control or acquire any beneficial interest in the Professional Fees or other transaction funds, all of which shall be received, held and disbursed exclusively by the Escrow Bank in accordance with the applicable escrow arrangement.
- r. "Shift"** means a temporary, scheduled, or on-demand assignment posted by a Provider on the Platform for Engagement of a Healthcare Professional.
- s. "Terms & Conditions"** means the general terms and conditions governing use of the MedLynk Platform, as amended from time to time.

1.2. Interpretation

Unless the context otherwise requires, in this Agreement:

- (a) Headings; Structure:** Headings are for convenience only and shall not affect interpretation. Clause, sub-clause, paragraph and schedule references (if any) are to those of this Agreement unless otherwise stated.
- (b) Inclusive Language:** Words importing one gender include all genders; words importing the singular include the plural and vice versa; references to persons include individuals, bodies corporate, partnerships, trusts, unincorporated associations and governmental entities.
- (c) “Including” / “Or”.** “Including”, “inter alia”, “for example” and similar expressions shall be construed as “including, without limitation”. The word “or” is not exclusive unless expressly stated.
- (d) Document References:** References to any agreement, deed, instrument or document include a reference to that agreement, deed, instrument or document as amended, supplemented, novated, extended or restated from time to time in accordance with its terms.
- (e) Time Computation:** Where a period of time is expressed from a given day or act, it shall be computed exclusive of such day or the day of such act. If any deadline falls on a day that is not a Business Day, that deadline shall be extended to the next Business Day.
- (f) Cumulative Rights:** The rights and remedies provided in this Agreement are cumulative and in addition to, and not exclusive of, any rights or remedies provided by law or in equity, except as expressly limited herein.
- (g) No Implied Duties:** No term, covenant or obligation shall be implied into this Agreement by custom, usage, prior course of dealing or otherwise; the Parties agree that the interpretation of each clause shall be restricted to the express wording herein.
- (h) Contra Proferentem Waived:** No rule of interpretation that ambiguities be construed against the drafter shall apply to this Agreement.
- (i) Successors; Assigns:** References to a Party include its permitted successors and permitted assigns.

2. PURPOSE AND SCOPE:

2.1. This Agreement sets out the legally binding rights, obligations, responsibilities and commercial arrangements governing the Healthcare Professional's registration, empanelment, continued access to and participation on the Platform and shall regulate the contractual relationship between the Parties throughout the Term of this Agreement.

2.2. The Parties acknowledge and agree that the primary object of this Agreement is to establish a structured contractual framework governing the Professional's access to and use of the Platform for the purpose of identifying, booking, engaging, and utilising services of independent Healthcare Professionals, in accordance with this Agreement, the Company's applicable Terms and Policies, and all Applicable Laws.

2.3. This Agreement further prescribes the standards of conduct, compliance obligations, commercial arrangements, allocation of responsibilities, risk allocation mechanisms, and governance framework governing the Professional's access to and use of the Platform. The Professional shall at all times comply with this Agreement, the Company's applicable Terms, Policies, and guidelines published on the Platform or the Company's website, and all Applicable Laws. This Agreement shall remain binding upon the Parties for the duration of the Professional's access to and use of the Platform.

2.4. The Professional acknowledges that access to and use of the Platform is granted solely in accordance with this Agreement and does not create any vested, perpetual, or irrevocable right to continue accessing or using the Platform. Such access shall remain subject to the Professional's continued compliance with this Agreement, the Company's applicable Terms, Policies, operational requirements, and all Applicable Laws.

2.5. The Parties acknowledge and agree that the Healthcare Professional is the sole beneficial owner of the fees payable for the healthcare services rendered by such Healthcare Professional. The Platform acts solely as a technology platform and settlement administrator to the collection and settlement of such fees and does not acquire any legal or beneficial interest in the fees payable to the Healthcare Professional.

2.6. This Agreement governs the Professional's access to and use of the Platform and shall be read together with:

- (a) The Platform Terms & Conditions;
- (b) the Privacy Policy;
- (c) The Refund and Cancellation policy;
- (d) Payment & Settlement Policy.
- (e) Grievance Redressal Policy
- (f) any operational policies, schedules or guidelines issued by the Platform from time to time.

In the event of inconsistency, the provisions of this Agreement shall prevail to the extent they specifically regulate the Professional's relationship with the Platform.

2.7. Unless otherwise expressly agreed in writing by the Platform, this Agreement shall apply to every Engagement accepted by the Healthcare Professional through the Platform and shall continue to remain in force notwithstanding the completion of any individual Shift.

3. RIGHTS OF THE COMPANY

3.1. The Platform is a proprietary digital technology platform owned and operated by Lynkcare Health Tech Private Limited and functions solely as a technology intermediary facilitating independent professional Engagements between Healthcare Providers and Healthcare Professionals. The Company neither owns nor operates any hospital, clinic, nursing home or other healthcare establishment and shall not itself provide undertake the staffing, recruitment, or supply of Healthcare Professionals or medical manpower, its role being limited to facilitating Engagements through the Platform.

3.2. Subject to the Terms of this Agreement and the continued compliance of the Healthcare Professional, Company shall have the exclusive rights to:

- a.** Establish, Maintain and Administer the technological infrastructure constituting the Platform;
- b.** Facilitate registration, Empanelment and verification of Healthcare Professionals through procedures determined by the Platform from time to time;
- c.** Facilitate the publication, discovery, acceptance and administration of shift requirements posted by registered Healthcare Providers;
- d.** Provide secure communication channels through the Platform for operational coordination relating to Engagement;
- e.** Maintain reasonable administrative support for issues relating to Platform functionality, user accounts, and operational disputes;
- f.** Decide and implement commercially reasonable administrative, organisational and technological safeguards intended to preserve the security, integrity and reliability of the Platform;
- g.** Periodically review, improve, upgrade or modify the Platform in order to enhance operational efficiency, regulatory compliance, user experience, fraud prevention and technological advancement.

3.3. Company reserves the right, to act reasonably and in furtherance of its legitimate business interests, to introduce, modify, suspend or discontinue any feature, functionality, operational workflow, verification requirement, matching criteria, pricing mechanism or technological process forming part of the Platform.

3.4. Where any such modification materially affects the Healthcare Professional's use of the Platform, Company shall endeavour to provide prior notice through the Platform or such other communication channel as it considers appropriate.

3.5. Nothing contained in this Agreement shall restrict Company from Registering and Empanelment of additional Healthcare Providers or Healthcare Professionals, introducing new categories of healthcare services, expanding its business operations or modifying its commercial model, provided such actions remain consistent with Applicable Law.

4. STATUTORY QUALIFICATIONS AND ELIGIBILITY OF THE HEALTHCARE PROFESSIONAL

4.1 Eligibility for Platform Access

4.1.1. The Healthcare Professional represents, warrants and undertakes that he/she satisfies, and shall continue to satisfy throughout the subsistence of this Agreement, all eligibility criteria prescribed by the Platform for registration, empanelment and participation on the Platform.

4.1.2. The eligibility criteria prescribed on the Platform may be amended, modified, supplemented, or revised from time to time, as may be required under Applicable Law or as determined by the Platform in its reasonable discretion. The Healthcare Professional shall comply with such revised eligibility criteria as a condition of continued access to and use of the Platform.

4.2 Statutory Qualifications and Regulatory Compliance

4.2.1. The Healthcare Professional represents, warrants and covenants that he/she possesses and shall continuously maintain every qualification, license, registration and statutory authorisation required under the relevant law applicable for the lawful practice of his/her profession.

4.2.2. The Healthcare Professional acknowledges that where Applicable Law prescribes continuing registration, renewal, professional education, licence validation or periodic compliance requirements, the sole responsibility for satisfying such requirements shall rest with the Healthcare Professional.

4.3 Authenticity of Credentials and Continuing Disclosure

4.3.1. The Healthcare Professional represents and warrants that every licence, registration certificate, educational qualification, experience certificate, professional credential, identity document and other information submitted to the Platform is genuine, authentic, valid, renewed and updated as per the prescribed statutory guidelines in force.

4.3.2. The Healthcare Professional further undertakes that:

a. All information, declarations, credentials, licences, registrations, qualifications, certifications and documents furnished to the Platform shall be true, complete, accurate, valid and not misleading in any respect;

b. all statutory registrations, licences, professional qualifications and authorisations required for the lawful practice of the Healthcare Professional's profession shall remain valid, effective and in force throughout the Term of this Agreement, and any suspension, expiry, revocation, cancellation or other material change thereto shall be promptly notified to the Platform;

c. the Healthcare Professional shall promptly furnish such additional information, documents or declarations as may be reasonably required by the Platform for the purposes of registration, empanelment, periodic verification, regulatory compliance or continued access to the Platform;

d. Any false, inaccurate, incomplete or misleading information, or failure to maintain the qualifications or registrations required under this Agreement, Applicable Law or by the concerned competent authority, shall constitute a material breach of this Agreement and shall entitle the Platform to reject, suspend, revoke or terminate the Healthcare Professional's empanelment or access to the Platform, without prejudice to any other rights or remedies available under this Agreement or Applicable Law.

5. VERIFICATION AND EMPANELMENT

5.1. The Healthcare Professional acknowledges that registration on the Platform shall not, by itself, confer any right to access the operational features thereof or to undertake Engagements through the Platform. Access to the services shall remain conditional upon the Healthcare Professional completing the registration, empanelment and verification process in the manner prescribed by the Platform.

5.2. The Healthcare Professional acknowledges that the Platform may modify its empanelment requirements from time to time in order to comply with Applicable Law, industry standards, technological advancements, internal risk management practices or operational requirements, and undertakes to comply with such revised requirements as may be communicated through the Platform.

5.3. The Platform may engage independent third-party verification service providers to verify the Healthcare Professional's identity, qualifications, statutory registrations and other documents as part of its verification process and shall be entitled to rely upon the verification results received from such third parties. The Platform shall not be liable for any inaccuracy, delay, omission or verification failure arising from any third-party verification service or external database, provided that the Platform has acted in good faith and with reasonable diligence. The final decision regarding empanelment or continued access to the Platform shall, however, remain solely within the Platform's discretion. The Platform shall not, by undertaking due diligence in respect of the Healthcare Professional, incur any responsibility for the Healthcare Professional's qualifications, competence, fitness to practise, conduct, or continued compliance with Applicable Law.

5.4. Any such verification status is provided solely for informational purposes and shall not constitute a representation, warranty or guarantee by the Platform regarding the Healthcare Professional's competence, quality of services or fitness to practise.

5.5. The Healthcare Professional shall promptly cooperate with all verification requirements and furnish such documents or information as may reasonably be requested by the Platform. Pending completion of any verification or clarification, the Platform may temporarily restrict or suspend the Healthcare Professional's access to the Platform without incurring any liability under this Agreement.

5.6 The Healthcare Professional acknowledges that verification and due diligence shall be undertaken by the Platform as part of its empanelment process. Upon successful verification

and empanelment, the Healthcare Professional's credentials and relevant information may be shared with Healthcare Providers, who shall be entitled to independently verify and assess the same in accordance with their internal requirements and Applicable Law prior to undertaking any Engagement.

6. PLATFORM USER'S ACCOUNT, ACCESS AND DIGITAL IDENTITY

6.1. Subject to successful completion of the empanelment and verification requirements prescribed by the Platform, the Healthcare Professional shall be granted a limited, revocable, non-exclusive and non-transferable right to access and use the Platform solely for the purposes contemplated under this Agreement.

6.2. Nothing contained herein shall be construed as creating any vested or continuing right in favour of the Healthcare Professional to access or use the Platform, and such access shall remain subject to continued compliance with this Agreement, the Platform Terms and Conditions and Applicable Law. Registration or empanelment on the Platform shall not guarantee or create any entitlement to any minimum number of Engagements, shifts, bookings or income.

6.3. The Platform user's account shall constitute the Healthcare Professional's unique digital identity for all activities undertaken through the Platform. The Healthcare Professional shall be solely responsible for maintaining the confidentiality and security of the account credentials, ensuring the accuracy of the information associated with the account and promptly notifying the Platform of any unauthorized access, security breach or misuse. The Platform user's account shall not be assigned, transferred, shared or otherwise made available to any third party under any circumstances.

6.4. The Platform shall administer and manage access to it and may, where reasonably necessary, verify information, require updated documentation, review account activity or impose reasonable restrictions in order to ensure regulatory compliance, maintain the integrity and security of the Platform, safeguard patient interests or enforce the provisions of this Agreement.

6.5. Any notice, communication, notification or other correspondence sent by the Platform through the Platform, SMS, WhatsApp or the Healthcare Professional's registered email address shall be deemed to constitute valid and effective communication to the Healthcare Professional.

6.6. Nothing contained herein shall obligate the Platform to provide uninterrupted or unrestricted access to the Platform where suspension, restriction or modification of access is reasonably necessary for operational, legal, security or regulatory purposes.

6.7. Any unauthorised use of the Platform, including account sharing, impersonation, unauthorised access, circumvention of Platform controls or use of the Platform in a manner inconsistent with this Agreement, shall constitute a material breach of this Agreement.

6.8. Without prejudice to any other rights or remedies available under this Agreement or Applicable Law, the Platform shall be entitled to suspend, restrict or terminate the Healthcare Professional's access where it reasonably determines that such action is necessary to protect the Platform, Healthcare Providers, patients or other users.

7. ENGAGEMENT AND SHIFT ACCEPTANCE

7.1. The Platform shall, facilitate opportunities for Engagements between Healthcare Providers and eligible Healthcare Professionals based on the information made available by the respective parties.

7.2. The Healthcare Professional shall accept only those Engagements which the Healthcare Professional is legally qualified and professionally competent to perform. Acceptance of a confirmed Engagement shall constitute a binding commitment by the Healthcare Professional to perform such Engagement in accordance with this Agreement and the Platform's Terms and Conditions.

7.3. The Healthcare Professional shall exercise independent professional judgment in determining an Engagement made available through the Platform, having regard to availability and ability to fulfil the relevant Engagement.

7.4. The Healthcare Professional shall, prior to accepting any Engagement, disclose to the Platform and/or the relevant Healthcare Provider any actual, potential or perceived conflict of interest that may affect or reasonably be perceived to affect the Healthcare Professional's ability to independently and professionally perform the Engagement.

7.5. Repeated refusals of suitable Engagements, cancellations, non-attendance, or any conduct adversely impacting the efficient operation or integrity of the Platform may be considered by the Platform while evaluating the Healthcare Professional's reliability, continued empanelment and compliance with the Platform Terms and Conditions.

7.6. The Platform shall not be responsible for the performance of Clinical Services, the conduct of any Healthcare Provider, or the fulfilment of obligations arising between the Healthcare Provider and the Healthcare Professional pursuant to a confirmed Engagement.

7.7. Where an Engagement is withdrawn, declined, expires, remains unconfirmed, or otherwise fails to materialize for any reason whatsoever, including the Healthcare Provider's decision, the Healthcare Professional's non-acceptance, failure to satisfy the applicable booking requirements, or any operational or technical circumstance affecting the Platform, neither Party shall have any claim against the other arising solely by reason of such non-confirmation.

8. DISCHARGE OF PROFESSIONAL ENGAGEMENTS

8.1. Upon confirmation of an Engagement through the Platform, the Healthcare Professional shall be obligated to personally attend and perform the relevant shift in accordance with the confirmed booking details and accepted standards of professional practice. The Healthcare Professional shall exercise due skill, care, diligence and professional judgment while rendering

Clinical Services and shall discharge all professional responsibilities independently and in accordance with the ethical standards governing his/her profession.

8.2. The Healthcare Professional shall report to the designated Healthcare Provider at the specified location and time for the confirmed shift. Failure to report within the prescribed reporting time, or any unreasonable delay without prior intimation, may be treated as a no-show or delayed attendance and shall be dealt with in accordance with the reliability framework, being the system adopted by the Platform to assess and monitor the Healthcare Professional's attendance, punctuality, cancellations, no-shows and other relevant conduct relating to the fulfilment of confirmed Engagements. The methodology, parameters and application of the Reliability Framework shall be determined and may be updated by the platform, from time to time.

8.3. The Healthcare Professional shall perform only those duties that fall within his/her recognised qualifications, professional competence, statutory registration and lawful scope of practice. The Company shall not be responsible for any act undertaken by the Healthcare Professional outside his/her legally permitted professional capacity.

8.4. Unless otherwise specified on the Platform, every shift shall have a minimum duration of four (4) hours. Where a shift is curtailed or terminated by the Healthcare Provider before completion of the minimum Shift duration, the commercial consequences shall be governed by the applicable payment policy.

8.5. Where the Healthcare Professional leaves the shift before its scheduled completion without prior approval of the Healthcare Provider or without reasonable justification, such conduct may constitute a reliability event that affects the reliability score and may attract appropriate action under this Agreement and the Platform Terms.

9. COMMERCIAL CONSIDERATION

9.1. The Parties acknowledge and agree that the Professional Fee payable to the Healthcare Professional shall be borne solely by the Healthcare Provider. The applicable Professional Fee for each Engagement shall be displayed on the Platform to ensure transparency, consistency and fair pricing for Engagements facilitated through it, and shall be payable by the Healthcare Provider, subject to applicable deductions required by law.

9.2. Upon successful Empanelment, the Platform may, based on the Healthcare Professional's verified qualifications, skills, experience and expertise, display the corresponding Professional Fee applicable to Engagements facilitated through the Platform, following which the Platform may obtain the Healthcare Professional's consent to undertake Engagements at such Professional Fee.

9.3. Within the expiry of twenty-four (24) hours from completion of the Shift, the Healthcare Professional shall accurately submit the required timesheet, work records or such other completion details as may be prescribed through the Platform. The Healthcare Professional acknowledges that release of the Professional Fee shall remain subject to verification and

approval by the Healthcare Provider. Upon receipt of the requisite approval and payment instructions within the prescribed Business Hours on a Business Day, the transaction shall be processed on the same Business Day; where such approval or instructions are received after Business Hours, the transaction shall be processed on the next Business Day.

9.4. The Platform's role shall be limited to enabling the digital workflow relating to submission, verification and payment settlement administration through the Platform and shall not extend to certifying the accuracy of the work performed or assuming responsibility for payment obligations towards the Healthcare Professionals.

9.5. The Platform shall not be liable for any delay, withholding, deduction, non-payment or short payment by the Healthcare Provider or the Escrow Bank, except to the extent such delay arises solely from the Platform's failure to perform its contractual obligations under this Agreement in relation to the operation of the Platform.

9.6. Nothing contained in this Agreement shall be construed as creating any guarantee, assurance or independent payment obligation upon the Platform in respect of amounts payable to the Healthcare Professional.

9.7. The Parties acknowledge and agree that the Platform shall not receive, retain or deduct any portion of the Professional Fee payable to the Healthcare Professional, and the Healthcare Professional shall be entitled to receive the entire Professional Fee for the Engagement, subject to relevant withholding tax and indirect tax as applicable, as deducted by the Provider. Any Platform Fee charged in connection with the use of the Platform shall constitute the sole consideration payable to the Platform for the services provided by it and shall be separate from, and shall not form part of, the Professional Fee payable to the Healthcare Professional.

9.8. The Parties acknowledge and agree that, in exceptional circumstance where any amount is remitted to the Platform in connection with a booking or confirmation of healthcare services, such amount shall constitute an **on-account payment** towards the Professional Fees payable to the relevant Healthcare Professional and the applicable Platform Service Fee, as the case may be. The Platform in its capacity as the **Settlement Administrator** shall have no right, title, claim or beneficial interest in the Professional Fees and shall promptly arrange for the settlement of such amounts in accordance with the designated settlement mechanism.

9.9. The Provider shall be solely responsible for compliance with applicable tax deduction at source (TDS) obligations in respect of payments made to Healthcare Professionals under this Agreement. The Provider shall compute, deduct, deposit, and report TDS on Professional Fees in accordance with applicable income-tax laws, including the Income-tax Act, 1961 and/ or the Income-tax Act, 2025, as applicable and as amended from time to time, and shall issue all requisite statutory certificates and maintain supporting records in compliance with law. The Healthcare Professional shall be solely responsible for claiming any TDS credit, filing applicable tax returns and complying with all tax obligations relating to the Professional Fees received. The Platform shall have no role, responsibility or liability in relation to the deduction, deposit, reporting, remittance, reconciliation or claim of TDS, which shall remain the sole responsibility of the Healthcare Provider and the Healthcare Professional, as applicable, under Applicable Law.

9.10. The Parties acknowledge and agree that, as on the Effective Date, Goods and Services Tax (GST) is not applicable to the Professional Fee payable to the Healthcare Professional under the prevailing Applicable Law. In the event that GST becomes applicable to the Professional Fee pursuant to any amendment to Applicable Law or any notification, circular, clarification, judicial pronouncement or direction issued by the concerned competent authority, the same shall be levied, collected, remitted and borne by the relevant Party in accordance with the Applicable Law prevailing at the relevant time.

9.11. The Healthcare Professional shall not use any data, information, contact details or Engagement details obtained through the Platform to directly or indirectly facilitate any Engagement outside the Platform and also shall not demand, receive or agree to receive any consideration from the Healthcare Provider other than the Professional Fee payable through the Platform in accordance with this Agreement, nor charge any amount in excess of or outside the invoiced amount.

10. CANCELLATION POLICY

10.1. The Parties agree that the cancellation of any confirmed Engagement shall be governed by the cancellation policy prescribed under the Platform Terms and Conditions, as amended by the Platform from time to time. The Healthcare Professional shall comply with the applicable cancellation timelines, procedures and consequences specified therein.

10.2. Failure to comply with the cancellation obligations prescribed under this Agreement or the Platform Terms and Conditions may constitute a material breach of this Agreement and shall entitle the Platform, without prejudice to its other contractual or legal remedies, to issue warnings, impose Platform restrictions, suspend or deactivate the Healthcare Professional's account or take such other action as may be reasonably necessary for the administration and integrity of the Platform.

10.3. Any grievance, complaint, dispute or claim arising out of or in connection with a cancellation shall be governed by, and resolved in accordance with, the applicable Cancellation Policy and any other relevant terms and conditions of the Platform.

11. PROFESSIONAL CONDUCT, REGULATORY COMPLIANCE AND WORKPLACE STANDARDS.

11.1. During the Term of this Agreement and throughout every Engagement accepted through the Platform, the Professional shall maintain the highest standards of professional integrity, ethical conduct and clinical competence.

11.2. It shall be the sole responsibility of the Professional to exercise independent professional judgment, due skill, care and diligence while performing Healthcare services. Any instruction or circumstance that may compromise patient safety, professional ethics or Applicable Law shall be, where appropriate, notified to the Platform through the Platform.

11.3. In the course of an Engagement, the Professional may obtain access to confidential information relating to patients and Healthcare Providers, through the Platform. Such information shall be treated as strictly confidential and shall not be copied, retained, disclosed, recorded, reproduced, published or used for any purpose other than the lawful performance of

the Engagement, except where disclosure is expressly authorised, required for patient care or mandated under Applicable Law.

11.4. The Healthcare Professional acknowledges and agrees that he/she shall be solely and personally responsible and liable for all professional services rendered by him/her, including any consultation, diagnosis, treatment, prescription, clinical decision, advice, act, omission, negligence, misconduct or breach of applicable professional standards or law. The Platform shall have no responsibility or liability whatsoever in respect of the foregoing.

11.5. Without prejudice to the generality of the foregoing, the Healthcare Professional shall not directly or indirectly solicit, induce, encourage or attempt to procure any patient, Healthcare Provider or other user introduced through the Platform to engage with the Healthcare Professional outside the Platform or otherwise circumvent the Platform's role in facilitating such Engagements. The Healthcare Professional shall also refrain from engaging in any unlawful, unethical or unprofessional conduct that may compromise patient safety, the interests of the Healthcare Provider, or the integrity and reputation of the Platform or the Platform. Any breach of this Clause shall constitute a material breach of this Agreement.

11.6. Where the Company may reasonably consider that the Healthcare Professional has breached this Agreement or that immediate action is necessary to protect patient safety, the integrity of the Platform or the interests of its users, the Company may, without prejudice to any other rights or remedies available under this Agreement or Applicable Law, issue warnings, impose restrictions, temporarily suspend or deactivate the Healthcare Professional's account, withhold access to the Platform pending investigation, report the matter to the appropriate regulatory or statutory authority where required, or terminate this Agreement. Any such action shall be proportionate to the nature and severity of the breach and shall not constitute a breach of this Agreement by the Company.

11.7. For the avoidance of doubt, the Platform shall have no obligation to investigate, mediate or provide redressal in respect of any dispute, claim or liability arising out of or relating to the independent professional relationship or Engagement between the Healthcare Professional and the Healthcare Provider, except to the extent such matter concerns the Platform's rights, obligations or operations under this Agreement.

12. PREVENTION OF SEXUAL HARASSMENT

12.1. The Professional shall at all times comply with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and any rules, amendments, and internal policies applicable at the Healthcare Provider's premises, as well as any anti-harassment policy notified by the Platform or the Healthcare Provider.

12.2. Where any Healthcare Professional or Provider, engaged through the Platform commits or is alleged to have committed an act constituting sexual harassment under Applicable Law, the Company shall not be liable for such act or omission, and the responsibility for addressing such matter shall rest with the Healthcare Professional and the Provider, as applicable, in accordance with Applicable Law.

13. DATA PRIVACY AND DATA PROTECTION

13.1. The Parties acknowledge that, for the purposes of Applicable Law, including the Digital Personal Data Protection Act, 2023, the Platform shall act as in the respect of Personal Data processed through the Platform for the purposes of operating, administering and improving the Platform. The Healthcare Professional shall process Personal Data and patient information solely to the extent necessary for the lawful performance of Clinical Services and shall promptly notify the Platform of any actual or suspected Personal Data breach relating to the Platform or such data.

13.2. For the purpose of operating the Platform and performing its obligations under this Agreement, the Company shall be entitled to collect, store, process, access, use and retain the Professional's personal information, identity documents, professional registrations, qualifications, shift records, communications, ratings, reviews and such other information as may be reasonably required for Platform operations. Such processing may be undertaken for purposes including empanelment, shift allocation, Platform administration, regulatory compliance, fraud prevention, dispute resolution, customer support, safety monitoring, analytics, service enhancement and such other legitimate business purposes as are consistent with Applicable Law.

13.3. The Company shall disclose or make available to Healthcare Professionals, Healthcare Providers, or any third party only such information as is reasonably necessary for the performance of the Services, compliance with applicable law, or the fulfilment of the purposes contemplated under this Agreement. The Company shall not disclose any additional information beyond such purposes except where required by applicable law or with the prior written consent of the relevant Party, following prior communication of the nature, purpose, and extent of the proposed disclosure.

13.4. The Parties acknowledge that the collection, processing, storage and use of personal information shall be governed by the Platform's Privacy Policy, as amended from time to time, which shall form an integral part of this Agreement.

13.5. The Professional shall not directly or indirectly copy, download, extract, retain, distribute, publish, commercialise, exploit, transfer or otherwise misuse any Confidential Information, Healthcare Provider information, Platform data or proprietary material accessed through the Platform, except where expressly authorised under this Agreement or required by Applicable Law.

13.6. The Company shall not be liable for interruptions, individual/mass cyber incidents, third-party infrastructure failures, force majeure events or other circumstances beyond its reasonable control, provided that The Platform has acted with reasonable care and in accordance with applicable law.

13.7. Notwithstanding anything contained in this Agreement, the Company shall not be required to obtain the prior written consent of the Provider or the Healthcare Professional where the disclosure of information is required or permitted under applicable law.

13.8. The Company may disclose such information pursuant to any order, direction, or request issued by a court, tribunal, governmental authority, regulatory authority, or any law

enforcement agency having appropriate jurisdiction, or where such disclosure is reasonably necessary for the establishment, exercise, or defence of its legal rights or claims, the enforcement of this Agreement, or the conduct of any judicial, arbitral, regulatory, or other dispute resolution proceedings.

13.9. All Platform Data, Platform content, databases, records, analytics, reports, and other information generated, compiled, maintained or made available by or through the Platform shall remain the exclusive property of the Platform or its licensors, as applicable. Nothing contained in this Agreement shall confer upon the Healthcare Professional any right, title or interest in or to such information, except the limited right to access and use the same strictly in accordance with this Agreement.

14. INTELLECTUAL PROPERTY

14.1. All Intellectual Property rights in and relating to the Platform, including its software, technology, trademarks, trade names, logos, content, databases, algorithms, designs and other proprietary materials, shall remain the exclusive property of the Platform or its licensors. The Healthcare Professional is granted a limited, non-exclusive, non-transferable and revocable licence to access and use the Platform solely for the purposes contemplated under this Agreement. Nothing contained in this Agreement shall be construed as transferring any ownership or intellectual property rights in the Platform or any part thereof to the Healthcare Professional. The Healthcare Professional shall not copy, modify, reverse engineer, distribute, reproduce, exploit or otherwise misuse the Platform or any part thereof, or use the Platform's name, logo, trademarks or other intellectual property to solicit, engage or facilitate Healthcare Professionals or Healthcare Providers, or otherwise represent any association with The Platform, except as expressly permitted under this Agreement.

15. INDEMNITY

15.1. Without prejudice to any other right available to the Parties under Applicable Law or under contract or in equity, either Party shall compensate, indemnify, defend and hold harmless the other Party, its affiliates, directors, representatives, agents, officers and employees (collectively, the "Indemnified Parties"), from and against any and all losses, liabilities, damages, deficiencies, demands, claims (including third party claims), actions, judgments or causes of action, assessments, costs, charges, interests, penalties and other costs or expenses (including, without limitation, reasonable legal fees and expenses) (collectively referred to as "Losses") incurred or suffered by or imposed upon or asserted or alleged against the Indemnified Parties ("Indemnity Claim"), which is based upon or arises out of or in relation to or otherwise in connection with:

- (a)** Any action or omission leading to the loss of goodwill and reputation of either party;
- (b)** Any inaccuracy in or any breach of any of the representations and warranties made by either party, or any letter, notice, certificate, document or other papers delivered to the other Party in connection with or pursuant to this Agreement by such Party;
- (c)** Any breach of any of the covenants, undertakings, obligations and/or agreements by such Party;
- (d)** Fraud, gross negligence or wilful misconduct committed by such Party;

15.2. The indemnity provided under this Clause shall, so far as monetary compensation is capable of doing so, place the Indemnified Parties in the same position as they would have been had the event giving rise to the Losses not occurred.

15.3. The Indemnifying Party shall satisfy any amounts payable under this Clause within seven (7) days of receipt of a written demand together with reasonable particulars of the Losses claimed, without prejudice to its right to dispute any claim made in bad faith or containing a manifest error.

16. LIMITED LIABILITY

16.1. the aggregate liability of the Platform to any User for any claim arising out of or in connection with the use of the Platform shall not exceed the Platform Service Fees actually paid by such User during the three (3) months immediately preceding the date on which the claim arose.

16.2. Without limiting the foregoing, the Platform shall not be liable for:

- a.** any clinical outcome, treatment decision, patient injury, complication, or adverse event occurring at a Healthcare Provider's premises;
- b.** any act or omission of a Healthcare Provider, its staff, patients, contractors, or agents;
- c.** any loss of earnings, loss of business, loss of opportunity, or reputational loss caused by platform downtime, booking issues, cancellation, suspension, or deactivation;
- d.** any indirect, incidental, consequential, special, exemplary, or punitive damages;
- e.** any loss arising from inaccurate, incomplete, or misleading information submitted by a Healthcare Professional or Healthcare Provider.

17. INSURANCE CLAUSE

17.1. The Healthcare Professional shall, at his/her own cost, obtain and maintain professional indemnity insurance where required under Applicable Law, applicable professional regulations, or by the relevant Healthcare Provider as a condition of empanelment or Engagement.

17.2. The Platform does not provide, procure or maintain any insurance coverage on behalf of the Healthcare Professional, and nothing contained in this Agreement shall be construed as requiring the Platform insure the Healthcare Professional against any professional, clinical, statutory or third-party liability arising from the performance of any Engagement.

17.3. Where reasonably required for empanelment, regulatory compliance or periodic verification, the Platform may require the Healthcare Professional to furnish evidence of valid insurance coverage, if applicable. Failure to maintain or produce such evidence, where required, may result in suspension or termination of the Healthcare Professional's empanelment or access to the Platform.

18. PLATFORM INTEGRITY, NON-CIRCUMVENTION AND BUSINESS PROTECTION

18.1. Exclusive Platform Engagements: The Healthcare Professional agrees that all Engagements initiated through the Platform shall continue to be undertaken exclusively through the Platform for the period specified in the Platform Terms and Conditions.

18.2. Non-Circumvention: The Healthcare Professional shall not directly or indirectly solicit, negotiate or accept off-platform part-time or full-time Engagements with any Healthcare Provider introduced through the Platform.

18.3. Conversion to Employment: Where the Healthcare Professional accepts full time employment with a Healthcare Provider introduced through the Platform, the Healthcare Professional shall promptly notify the Platform and cooperate in facilitating compliance with the conversion provisions applicable to the Healthcare Provider.

19. NON - TRANSFER

19.1. The Professional shall not assign, transfer, delegate, sublicense, or otherwise dispose of any rights or obligations under this Agreement or any accepted Shift, nor permit any third party to perform the Shift on his/her behalf.

19.2. Any attempted transfer, assignment or substitution shall be void and shall constitute a material breach of this Agreement. The Platform shall not be responsible or liable for any use of the Healthcare Professional's account by any unauthorised person, unless the Healthcare Professional has promptly notified the Platform of any actual or suspected unauthorised access or misuse upon becoming aware of the same, via the prescribed contact in the terms and conditions.

20. COMMENCEMENT AND EFFECTIVENESS

20.1. Effective Date: This Agreement shall become effective on the date on which a duly authorised representative of the Company electronically accepts this Agreement by

clicking the "I Agree", "Accept" or similar button on the Platform during the onboarding process or otherwise executes this Agreement in a manner recognised by Applicable Law ("**Effective Date**").

20.2. Commencement of Services: Upon the Effective Date, the Professional shall be entitled to access and use the Platform in accordance with the terms of this Agreement, subject to successful completion of the onboarding, verification, and account activation procedures. Acceptance of this Agreement shall not, by itself, obligate the Platform to activate the Professional's account where the Professional fails to satisfy the eligibility or verification requirements prescribed by the Platform or Applicable Law.

20.3. Term: This Agreement shall remain in full force and effect unless and until terminated in accordance with the provisions of this Agreement.

20.4. Continuing Obligations: The termination or expiry of this Agreement shall not affect any rights, obligations, liabilities, or remedies that have accrued prior to such termination. Any provisions which, by their nature or express terms, are intended to survive termination, including those relating to confidentiality, intellectual property, limitation of liability, indemnity, dispute resolution, governing law, and any other provision necessary to give effect to the Parties' rights and obligations, shall continue in full force and effect notwithstanding such termination or expiry.

21. SUSPENSION AND TERMINATION

21.1. The Platform may suspend or terminate the Professional's access immediately, without prior notice, where the Platform reasonably believes that the Professional has:

- a)** submitted invalid or forged credentials;
- b)** engaged in misconduct, negligence, harassment, or POSH breach;
- c)** Reported misuse or unauthorized access of the account.
- d)** Repeatedly cancelled or failed to attend Shifts;
- e)** materially breached this Agreement;
- f)** endangered patient, staff, or platform safety; or
- g)** been directed to be removed by a Healthcare Provider, regulator, or court.

21.2. The Professional may terminate this Agreement at any time by providing the Company with at least thirty (30) days' prior written notice through the Platform or by email to the Company's registered contact address. Termination by the Professional shall not relieve the Professional of the obligation to duly perform and complete all Engagements accepted before the date of the termination notice, or to make appropriate arrangements, in coordination with the Company and the relevant Healthcare Provider, for the orderly handover, rescheduling or

cancellation of any such Engagement that cannot reasonably be completed. Any cancellation or non-completion of an accepted Engagement shall be handled in accordance with the applicable Cancellation Policy and shall be subject to any reasonable consequences expressly provided thereunder.

21.3. Termination shall not affect accrued rights, indemnities, confidentiality, dispute resolution, or any provision intended to survive.

22. FORCE MAJEURE

22.1. Neither Party shall be liable for delay or failure of performance caused by an event beyond reasonable control, including natural disasters, epidemic, pandemic, government action, labour unrest, strikes, war, civil commotion, power failure, internet outage, cyberattack, or third-party system failure, or any occurrence beyond reasonable control of the Parties.

23. GOVERNING LAW AND DISPUTE RESOLUTION

23.1. Governing Laws: The Agreement shall be governed by and construed in accordance with the laws of India. In any case, for supervisory and injunctive relief, this Agreement and any dispute arising out of this Agreement shall be subject to jurisdiction of the Courts at Chennai, India;

23.2. Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof;

23.3. Dispute Resolution: In the event that the Parties fail to resolve the Dispute by negotiations within thirty (30) days of its occurrence, then, the Dispute shall be referred to arbitration, by a sole arbitrator appointed by the Council for National and International Commercial Arbitration (CNICA). The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (of India) and the rules framed thereunder. The seat and venue of arbitration shall be Chennai, Tamil Nadu and the award of the Arbitrator shall be final and binding on the Parties, whether or not, despite notice, such Parties have taken part in the arbitration, and shall be subject to execution in any court of competent jurisdiction;

23.4. Subject to foregoing, the Courts at Chennai alone shall have jurisdiction to entertain any Dispute arising out of this Agreement;

23.5. Nothing shall preclude either Party from seeking interim or permanent, equitable or injunctive relief, or both, from the competent courts having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy through arbitration.

24. MISCELLANEOUS CLAUSE

24.1. Confidentiality: Each Party shall treat as strictly confidential and shall not, without the prior written consent of the other Parties, disclose to any third party any information received in connection with transactions contemplated herein, except to the extent disclosure is to its affiliates, professional advisors, auditors, ratings advisors (if any) or prospective permitted assignees who are bound by confidentiality obligations no less stringent, or is required by applicable law, regulation or a competent authority.

24.2. Amendment: No amendment, variation, modification or supplement to this Agreement shall be effective unless made in writing and signed by all Parties. Any waiver of any clause must be in writing and shall be effective only in the specific instance and for the specific purpose for which it is given.

24.3 Assignment and Transfers: No Party shall assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement without the prior intimation of the other Party.

24.4. Severability: If any clause of this Agreement is held invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining clauses shall not be affected. The Parties shall negotiate in good faith to replace any invalid or unenforceable clause with a valid clause that most closely reflects the original intent.

24.5. Waiver: No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof. A single or partial exercise of any right shall not preclude any other or further exercise of that right or any other right.

24.6. Relationship of Parties: Nothing in this Agreement shall be construed to create any partnership, joint venture, fiduciary, employment or agency relationship, between the Parties.

24.7. No Third-Party Beneficiaries: Except for the Company and the authorised user of the platform, nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties any rights, benefits or remedies.

24.8. Execution, Counterparts and Electronic Signatures: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Execution and delivery by electronic means including scanned PDFs shall constitute valid execution and delivery.

24.9. Costs and Expenses: Except as expressly provided, each Party shall bear its own costs and expenses in relation to the negotiation and execution of this Agreement.

By executing this Agreement, the Professional confirms that it has read, understood and agrees to be bound by:

- ☐ **The Platform's Terms and Conditions.**
- ☐ **The Platform's Privacy Policy.**
- ☐ **The Platform's Cancellation, Refund and Payment Policies.**
- ☐ **Any other policies or guidelines published by The Platform on the Platform from time to time and notified to the Provider.**

This Agreement is concluded electronically. By selecting the "I Agree", "Accept", or similar option made available on the Platform, the Authorised Signatory of the Healthcare Professional acknowledges that he/she has read, understood and agrees to be bound by the terms of this Agreement. Such electronic acceptance shall constitute a valid and legally binding acceptance of this Agreement and shall have the same force and effect as execution by physical or electronic signature, to the fullest extent permitted under the applicable laws of India.

SCHEDULE 1 — CONTRACTUAL / RETAINERSHIP (EXPERT) ENGAGEMENT

1.1 Definitions Specific to this Schedule

- (a) **"Expert Engagement"** means a one-time, defined-scope or defined-term contractual engagement of the Professional by a Healthcare Provider for specialist, consultancy or advisory clinical services booked through the Platform, including without limitation visiting specialist consultations, second opinions on complex cases, remote review of patient records and reports, participation in multidisciplinary team ("MDT") case discussions, and provision of clinical advisory support to a Healthcare Provider's treating team, as distinct from a recurring Shift under Schedule 3 or a Permanent Engagement under Schedule 2.
- (b) **"Expert"** means the Professional, being a senior consultant, super-specialist or other similarly qualified practitioner, who is Empanelled on the Platform and made available for Expert Engagements under this Schedule.
- (c) **"Expert Fee"** means the consideration payable to the Expert by a Healthcare Provider for services rendered pursuant to an Expert Engagement, as reflected in the relevant invoice, excluding the Platform Fee, applicable GST and statutory deductions.
- (d) **"Engagement Term"** means the defined duration of a specific Expert Engagement, as agreed between the Expert and the Healthcare Provider at the time of booking.
- (e) **"Retainership"** means an arrangement under which a Healthcare Provider seeks the standing, recurring or on-call availability of the Expert over a period of time, as opposed to a single, defined-scope Expert Engagement, governed by Clause 1.6 of this Schedule.
- (f) **"Retainership Fee"** means the fee structure applicable to a Retainership under Clause 1.6, as agreed between the Expert and the Company at the time such Retainership is set up on the Platform.

1.2 Nature of Engagement

- (a) This Schedule governs the Expert's engagement with Healthcare Providers for the specialist, consultancy and advisory clinical services described in Clause 1.1(a), on such terms of availability and scope as the Expert may choose to accept.
- (b) The Expert retains complete discretion to determine which Expert Engagements to accept, decline or make itself available for, including the categories of engagement, the Healthcare Providers with whom it engages, and its availability windows, subject always to this Agreement, the Platform Terms and Applicable Law.
- (c) Nothing in this Schedule obligates the Expert to accept any minimum number of Expert Engagements, nor guarantees any minimum volume, frequency or continuity of engagement opportunities.

1.3 Engagement Process

(a) The Expert may, through the Platform, accept an Expert Engagement requirement posted by a Healthcare Provider specifying the specialisation required, scope of work, deliverables, proposed Engagement Term, location and any mandatory qualifications. Upon such acceptance, the Expert shall honour the confirmed Expert Engagement, subject to the applicable Cancellation Policy.

(b) Each Expert Engagement constitutes a separate and independent booking made through the Platform for a specific consultation, assignment, deliverable or other defined engagement. Where the Expert is approached by the same Healthcare Provider for any further or additional services, a separate booking shall be made through the Platform for each such consultation, assignment, deliverable or engagement.

(c) The Expert shall exercise independent professional judgment in accepting any Expert Engagement, having regard to its qualifications, competence and availability, and shall disclose to the Platform and/or the relevant Healthcare Provider any actual, potential or perceived conflict of interest prior to accepting an Expert Engagement.

(d) Any arrangement under which the Expert is engaged by a Healthcare Provider to provide recurring, continuous or ongoing services over a specified or indefinite period, whether or not so described at the outset, shall not constitute a series of separate Expert Engagements and shall instead be treated as a Retainership, governed by Clause 1.6.

1.4 Expert Fee

(a) The Expert Fee shall be determined by the Expert, having regard to its qualifications, seniority, specialisation and experience, and shall be displayed on the Platform only with the Expert's prior consent.

(b) The Expert Fee shall be payable to the Expert by the Healthcare Provider, subject to applicable deductions required by law, in accordance with Clause 9 of the main body of this Agreement (Commercial Consideration), which shall apply to Expert Engagements under this Schedule as it applies to Shifts under Schedule 3, unless expressly varied by this Schedule.

(c) Any request for revision of the Expert Fee applicable to a particular Expert Engagement or category of engagement shall require the Expert's prior agreement and shall be processed in accordance with the Company's applicable policies and procedures.

1.5 Tariff and Payment

(a) The tariff payable by the Healthcare Provider in respect of an Expert Engagement or Retainership shall comprise: (i) the Expert Fee or Retainership Fee, as applicable; (ii) applicable TDS, to be deducted, deposited and reported by the Healthcare Provider in accordance with Clause 9.9 of the main body of this Agreement; (iii) the Company's coordination/Platform Fee, payable by the Healthcare Provider; and (iv) applicable GST.

(b) An Expert Engagement shall be deemed confirmed only upon receipt, through the Platform, of the applicable payment or payment undertaking from the Healthcare Provider, in accordance with the Platform's designated payment infrastructure.

(c) The Expert shall be entitled to receive the entire Expert Fee applicable to the Engagement, subject only to statutory deductions made by the Healthcare Provider; the Platform Fee shall at no point be deducted from or set off against the Expert Fee payable to the Expert.

1.6 Retainership Must Be Routed Through the Platform

(a) Where a Healthcare Provider wishes to secure the Expert's standing, recurring or on-call availability over a period of time, whether described as a retainer, standing consultancy, on-call arrangement or similar, rather than a single, defined-scope Expert Engagement, such arrangement constitutes a Retainership and shall, in all cases, be set up and processed through the Platform. The Expert shall not enter into a Retainership with a Healthcare Provider directly or through any channel outside the Platform.

(b) Where the Expert wishes to establish a Retainership with a specific Healthcare Provider, the Expert shall notify the Company, and the Retainership Fee, minimum term, renewal mechanism and payment structure applicable to that Retainership shall be agreed in writing between the Expert and the Company at that time.

(c) A Retainership set up in accordance with this Clause 1.6 shall be governed by the terms so agreed and shall not, of itself, attract any Placement Fee under Schedule 2, unless and until the Retainership is converted into a Permanent Engagement, in which case Clause 1.7 of this Schedule and Clause 18 of the main body of this Agreement shall apply to such conversion.

(d) Any Retainership arrangement between the Expert and a Healthcare Provider that is established or continued outside the Platform, in circumvention of this Clause 1.6, shall constitute a material breach of this Agreement and of Clause 18 (Platform Integrity, Non-Circumvention and Business Protection), and shall entitle the Company to take such action, including suspension or termination of the Expert's empanelment, as is provided under this Agreement.

1.7 Conversion to Permanent Engagement

Where the Expert engaged under this Schedule (including under a Retainership established in accordance with Clause 1.6) is subsequently offered, and accepts, employment, appointment or other permanent engagement by the same Healthcare Provider, the Expert shall promptly notify the Company in writing and shall, in accordance with Clause 18.3 of the main body of this Agreement, cooperate in good faith with the Company to enable it to verify and, where applicable, recover any Placement Fee or other amount due to it from the Healthcare Provider in respect of such conversion. For the avoidance of doubt, the Expert shall not itself be liable to the Company for any Placement Fee, such fee being payable

exclusively by the Healthcare Provider under the Healthcare Provider's Agreement with the Company.

1.8 Ratings, Feedback and Cancellation

Clause 10 (Cancellation Policy) of the main body of this Agreement, and any Platform ratings and feedback mechanism applicable to Shifts under Schedule 3, shall apply, mutatis mutandis, to Expert Engagements under this Schedule, save that any ratings or feedback shall relate solely to professionalism, punctuality, communication and conduct, and shall not constitute an assessment of clinical competence or patient outcomes.

SCHEDULE 2 — PERMANENT RECRUITMENT AND PLACEMENT

2.1 Definitions Specific to this Schedule

- (a) **"Candidate"** means the Professional, whose profile is under consideration by a Healthcare Provider for a Permanent Engagement, prior to confirmation of Placement.
- (b) **"Contact Unlock"** means the release by the Company to a Healthcare Provider of the Candidate's contact or other identifying particulars.
- (c) **"Introduction"** means the earliest of: (i) Contact Unlock; or (ii) any written or verbal communication by the Company to a Healthcare Provider that specifically identifies the Candidate in connection with a possible Engagement.
- (d) **"CTC"** means the Candidate's total annual guaranteed cost to the Healthcare Provider, comprising fixed compensation and guaranteed allowances, excluding purely discretionary, non-guaranteed variable pay.
- (e) **"Placement / Permanent Engagement"** means the employment, appointment, contracting or retainerhip of the Candidate by a Healthcare Provider on a permanent, long-term or standing basis, whether concluded through the Platform or directly following an Introduction.
- (f) **"Protection Period"** means the period of six (6) months from the date of Introduction, described in Clause 2.6.
- (g) **"Annualised Compensation"** has the meaning given in Clause 2.7.
- (h) **"Introduction Fee and Placement Fee"** mean the fees of that description payable by a Healthcare Provider to the Company under the Healthcare Provider's Agreement, being, as at the date of this Agreement, ₹1,000 (Rupees One Thousand only) flat per Contact Unlock, and 8.33% (eight point three three per cent) of the Candidate's agreed first-year CTC (or Annualised Compensation, as applicable) respectively, as more particularly described in Clause 2.5. These fees are payable solely by the Healthcare Provider and never by the Candidate.

2.2 Nature of Service

The Company shall, on request from a Healthcare Provider and with the Candidate's consent, verify, screen, shortlist and introduce the Candidate to Healthcare Providers seeking Permanent Engagements. The Company's role under this Schedule is limited to that of an introducing and facilitating intermediary between the Candidate and Healthcare Providers; it does not guarantee that any Introduction will result in a Placement, nor does it guarantee any minimum number, frequency or outcome of Introductions.

2.3 Candidate Profile, Confidential Opportunities and Consent

- (a) The Candidate shall ensure that its profile on the Platform, including qualifications, registrations, experience and compensation expectations, is true, complete, accurate and kept updated at all times.

(b) The Candidate consents to its profile, credentials and relevant particulars being shared with Healthcare Providers for the purpose of Introduction, and to the Company publishing anonymised or confidential requirements to which the Candidate may apply, provided that the Company shall not disclose the Candidate's identity to a Healthcare Provider otherwise than by way of Contact Unlock or Introduction in accordance with this Schedule.

(c) The Candidate shall independently satisfy itself as to the suitability, credentials and terms offered by any Healthcare Provider prior to accepting a Placement, it being acknowledged that the Company's verification and shortlisting process under Clause 5 of the main body of this Agreement is for administrative and introduction purposes only and does not constitute an endorsement of any Healthcare Provider.

2.4 Fees Payable by the Candidate

(a) The Candidate shall not be liable to pay, and the Company shall not charge the Candidate, any Introduction Fee, Placement Fee or similar recruitment fee in respect of any Introduction or Placement made under this Schedule. Such fees are payable exclusively by the Healthcare Provider under its agreement with the Company.

(b) For the avoidance of doubt, the Candidate shall be entitled to negotiate and retain, in full, the CTC or compensation agreed directly with the Healthcare Provider in respect of any Placement, subject only to statutory deductions required by Applicable Law.

2.5 Non-Circumvention and the Protection Period

(a) Where the Candidate is introduced to a Healthcare Provider by the Company, the Candidate shall not, during the Protection Period, directly or indirectly negotiate, accept, facilitate or conclude a Placement with that Healthcare Provider otherwise than through the Platform, for the purpose of, or with the effect of, enabling that Healthcare Provider to avoid, reduce or defer its Introduction Fee or Placement Fee obligations to the Company.

(b) The Candidate shall, promptly and in any event within seven (7) Business Days, notify the Company in writing upon being selected, offered or engaged for a Placement by a Healthcare Provider introduced through the Platform, and shall provide such particulars of the agreed CTC or Annualised Compensation as the Company may reasonably require to compute the Placement Fee payable by the Healthcare Provider.

(c) This Clause 2.5 shall not restrict the Candidate from accepting a bona fide Placement with a Healthcare Provider that was already known to, or independently engaging, the Candidate prior to any Introduction through the Platform, or from a Placement arising through a channel wholly unconnected with the Platform, provided the Candidate is able to demonstrate the same by documentary evidence pre-dating the Introduction.

(d) Any breach of this Clause 2.5, including a failure to make the notification required under Clause 2.5(b), shall constitute a material breach of this Agreement and of Clause 18 (Platform Integrity, Non-Circumvention and Business Protection), without prejudice to the Company's independent rights against the Healthcare Provider under Clause 16 of the Healthcare Provider's Agreement.

2.6 Six-Month Introduction Protection

The Protection Period applicable to an Introduction is six (6) months from the date of Introduction. Where the Candidate is engaged by the introduced Healthcare Provider, whether directly or indirectly, within the Protection Period, the Placement Fee becomes payable by that Healthcare Provider to the Company, and the Candidate shall cooperate with the Company as described in Clause 2.5(b) to enable computation and recovery of such fee, without any deduction from, or recourse against, the Candidate's own compensation.

2.7 Annualised Compensation

"Annualised Compensation" means the total cost to the Healthcare Provider of engaging the Candidate over twelve (12) months, comprising: (i) fixed salary, retainer or professional fees, annualised; (ii) guaranteed allowances, benefits and employer contributions; and (iii) any variable or incentive pay contractually assured in writing at the start of the Engagement. It excludes actual expense reimbursements, discretionary bonuses, one-time joining bonuses and severance pay. For a retainer, consultancy or other fixed-term contractual Engagement of less than twelve (12) months, the Annualised Compensation shall be the total remuneration contractually payable to the Candidate for the agreed term and shall not be annualised beyond such term.

2.8 90-Day Replacement Policy — Candidate's Obligations

(a) The Candidate acknowledges that, in order to give Healthcare Providers confidence in the quality of Placements, the Company offers Healthcare Providers a replacement guarantee where a placed Candidate resigns within ninety (90) days of the joining date, as set out in the Healthcare Provider's Agreement.

(b) Where the Candidate resigns from a Placement within ninety (90) days of joining, otherwise than as a result of the Healthcare Provider's material breach of the engagement terms (including non-payment of agreed compensation or unsafe working conditions), the Candidate shall provide the Company and the Healthcare Provider with reasonable prior written notice in accordance with the terms of the Independent Contract, and shall cooperate in good faith with any handover or transition process, so as to enable the Company to source a suitable replacement in accordance with its replacement policy.

(c) Nothing in this Clause 2.8 shall be construed as restricting the Candidate's lawful right to resign from any Placement in accordance with the terms of the Independent Contract and Applicable Law; the replacement guarantee described in Clause 2.8(a) is a commercial undertaking given by the Company to the Healthcare Provider and imposes on the Candidate no obligation, penalty or liability beyond the notice and cooperation described in Clause 2.8(b).

2.9 Conversion from Other Schedules

Where the Candidate was first introduced to, or engaged by, a Healthcare Provider under Schedule 1 (Contractual/Retainership Expert Engagement) or Schedule 3 (Temporary/Flexible Engagement), and is subsequently engaged by that Healthcare Provider on a permanent, full-time, long-term, standing or recurring basis, such engagement shall be treated as a Conversion

under Clause 18.3 of the main body of this Agreement, and the Candidate's obligations under Clause 2.5 (Non-Circumvention and the Protection Period) shall apply, mutatis mutandis, to such Conversion, mirroring Clause 16 of the Healthcare Provider's Agreement.

SCHEDULE 3 — TEMPORARY / FLEXIBLE (SHIFT-BASED) ENGAGEMENT

3.1 Definitions Specific to this Schedule

- (a) **"Booking"** means the acceptance of a Shift by the Healthcare Professional through the Platform, resulting in a confirmed Engagement between the Healthcare Provider and the Healthcare Professional.
- (b) **"Shift"** means a temporary, scheduled or on-demand assignment posted by a Healthcare Provider on the Platform for the Engagement of the Healthcare Professional.
- (c) **"Professional Fee"** means the consideration payable by the Healthcare Provider to the Healthcare Professional for services rendered pursuant to a Booking, as reflected in the relevant invoice, excluding the Platform Fee, applicable GST on the Platform Fee, and any statutory deductions or withholdings.

3.2 Booking Process

- (a) The Healthcare Professional may, through the Platform, view and accept Shift listings posted by Healthcare Providers specifying the professional category, location, timings, expected duties and any mandatory qualifications. Upon acceptance of a Shift, the Healthcare Professional shall honour such Booking in accordance with Clause 8 of the main body of this Agreement (Discharge of Professional Engagements), subject to the applicable Cancellation Policy.
- (b) The Healthcare Professional shall accept only those Shifts which it is legally qualified and professionally competent to perform, and shall exercise independent professional judgment prior to accepting any Booking.

3.3 Professional Fee

- (a) The Company shall recommend a Professional Fee for the Healthcare Professional based on objective factors including qualifications, skills and experience. The applicable Professional Fee for each Booking shall be displayed on the Platform and shall be payable by the Healthcare Provider, subject to applicable deductions required by law, and shall be determined only with the Healthcare Professional's prior, express consent, in accordance with Clause 9.2 of the main body of this Agreement.
- (b) Any request by a Healthcare Provider for review of the Professional Fee shall be considered by the Company only in the circumstances, and subject to the process, described in the Healthcare Provider's Agreement, and any revision shall require the Healthcare Professional's consent where it affects fees applicable to that Healthcare Professional's future Bookings.

3.4 Tariff and Payment Arrangements

- (a) The tariff payable by the Healthcare Provider in respect of a Booking under this Schedule shall comprise: (i) the Professional Fee; (ii) the Platform Fee, being 15% (fifteen per cent) of the Professional Fee, payable by the Healthcare Provider; and (iii) GST, as applicable, on the Platform Fee.

(b) The Healthcare Professional shall be entitled to receive the entire Professional Fee applicable to a Booking, subject only to TDS deducted, deposited and reported by the Healthcare Provider in accordance with the Income-tax Act, 1961 (and/or the Income-tax Act, 2025, as applicable) and Clause 9.9 of the main body of this Agreement. The Platform Fee shall at no point be deducted from, or set off against, the Professional Fee payable to the Healthcare Professional.

(c) All payments shall be processed through the Platform's designated payment infrastructure and settled through the designated Escrow Bank in accordance with Clause 9 of the main body of this Agreement; the Healthcare Professional shall not make or accept payments in respect of a Booking outside this infrastructure except where expressly permitted in writing by the Company.

(d) In the event of cancellation of a Shift by either the Healthcare Provider or the Healthcare Professional, any refund, deduction or adjustment shall be processed in accordance with the Cancellation Policy referred to in Clause 10 of the main body of this Agreement.

3.5 Ratings and Feedback

Upon completion of a Booking, the Healthcare Provider and the Healthcare Professional may provide ratings and feedback relating solely to their experience of the Booking, for professionalism, punctuality, communication, conduct and compliance, which shall not constitute an assessment of clinical competence or patient outcomes. The Company may, at its sole discretion, consider ratings and feedback together with verified complaints or repeated breaches of this Agreement in determining whether to issue warnings, suspend or terminate the Healthcare Professional's access to the Platform under Clause 21, provided that no adverse action shall be taken solely on the basis of ratings.

3.6 Minimum Shift Duration

Unless otherwise specified on the Platform, every Shift shall have a minimum duration of four (4) hours, and the commercial consequences of any curtailment or early termination of a Shift by the Healthcare Provider shall be governed by the applicable payment policy and Clause 8.4 of the main body of this Agreement.