

HEALTHCARE PROVIDER'S AGREEMENT

This Agreement is entered into,

BY AND BETWEEN

LynkCare Health Tech Private Limited (CIN No. U63120TN2026PTC192450), a company incorporated under the Companies Act, 2013, having its registered office at Ground Floor, Shakthi Towers 1, 766 Anna Salai, Chennai – 600002, Tamil Nadu, represented by its authorised signatory, Dr. Nirmala Madhan (**“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, include its successors and permitted assigns, of the FIRST PART;

AND

The **“Healthcare Provider”** empanelled on the Platform, being a hospital, clinic, nursing home or other healthcare establishment duly authorised, incorporated or permitted under Applicable Law, represented by its Authorised Signatory (hereinafter the **“Provider”**), which expression shall, unless repugnant to the context, include its successors and permitted assigns, of the SECOND PART.

MedLynk and the Provider are hereinafter individually referred to as a **“Party”** and collectively as the **“Parties”**.

Recitals

WHEREAS the Company owns and operates the proprietary digital platform and application known as “MedLynk”, a technology-enabled intermediary that facilitates connections between verified Providers and independent Healthcare Professionals, by enabling the posting, discovery, matching, booking, scheduling, engagement and management of temporary, permanent and contractual (expert) healthcare assignments and other ancillary digital services;

AND WHEREAS the Provider is a duly constituted and lawfully operating healthcare establishment, registered, licensed and authorised under Applicable Law, and has been empanelled by the Company and desires to access and use the Platform for identifying, booking, engaging and managing independent Healthcare Professionals across one or more of the three engagement models described in this Agreement;

AND WHEREAS the Parties consider it necessary 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 Provider's access to and use of the Platform, across each engagement model separately, subject to the terms set forth herein;

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

1. Definitions and Interpretation

1.1. Definitions

In this Agreement, unless the context otherwise requires, the following general terms shall have the meanings set out below. Terms that are relevant only to a particular engagement model are separately defined at the start of the corresponding Schedules hereunder.

1.1.1. **“Agreement”** means this Healthcare Provider’s Agreement, together with all schedules, annexures, policies, amendments, and documents expressly incorporated by reference.

1.1.2. **“Applicable Law”** means all statutes, enactments, rules, regulations, notifications, guidelines, judicial decisions, governmental orders, licences and approvals in force in India applicable to the Parties or the subject matter of this Agreement.

1.1.3. **“Authorised Representative”** means an individual duly authorised by the Provider to execute this Agreement and legally bind the Provider.

1.1.4. **“Beneficial Owner”** means the natural person(s) who ultimately own or control the Provider or on whose behalf a transaction is conducted, in accordance with Applicable Law.

1.1.5. **“Business Day”** means any day other than a Saturday, Sunday or public holiday on which banks are generally open for business in Chennai, Tamil Nadu.

1.1.6. **“Confidential Information”** means any non-public information disclosed by one Party to the other in connection with this Agreement, in any form, excluding information that is or becomes public other than by breach of this Agreement, was lawfully known prior to disclosure, is independently developed, or is required to be disclosed under Applicable Law.

- 1.1.7. **"Conversion"** means the engagement of a Healthcare Professional by a Provider on a permanent, contractual, retainer or other continuing basis, where such Healthcare Professional was previously introduced to or engaged by the Provider through the Platform for a temporary, shift-based or other flexible engagement, whether or not such subsequent engagement is facilitated through the Platform.
- 1.1.8. **"Credentials"** means the qualifications, registrations, licences, certifications, identity documents and other records required by the Company or Applicable Law to verify the identity, eligibility and authority of a Provider or Healthcare Professional.
- 1.1.9. **"Data / Data Principal / Personal Data / Digital Personal Data"** shall have the meanings assigned under the Digital Personal Data Protection Act, 2023, and rules made thereunder, as amended.
- 1.1.10. **"Direct Engagement Fee"** means the fee payable by a Provider to the Company upon a Direct Engagement or Circumvention Event as specified in Clause 11.1, currently fixed at INR 50,000 (Indian Rupees Fifty Thousand only) plus applicable GST, or such other amount as may be specified in the applicable Schedule or Order Form
- 1.1.11. **"Empanelled"** means a Registered Healthcare Professional or Provider who has completed the verification and onboarding process and has been approved by the Company to receive, accept and undertake Engagements through the Platform.
- 1.1.12. **"Engagement"** means, generally, any booking, acceptance, confirmation, assignment, placement or other interaction between a Provider and a Professional facilitated through the Platform, of whichever type is described in Schedule A, B or C.
- 1.1.13. **"Gross Negligence"** means a serious or reckless failure by a Healthcare Professional to exercise the degree of care, skill and diligence reasonably expected of a competent Healthcare Professional practising in the relevant field, having regard to the circumstances of the relevant Engagement, and which constitutes a substantial departure from accepted professional standards.
- 1.1.14. **"Healthcare Professional / Professional"** means an independent doctor, nurse, physiotherapist, physician assistant, an expert as defined under Schedule C or other healthcare practitioner registered and verified on the Platform and legally qualified to provide healthcare services under Applicable Law.
- 1.1.15. **"Independent Contract"** means the contract formed directly between a Healthcare Professional and the Provider upon confirmation of an Engagement, to which the Company is not a party.

1.1.16. **"Platform Fee"** means the fee payable by the Provider to the Company as consideration for access to and use of the Platform, separate and independent from any Professional Fee, Placement Fee or Expert Fee, and subject to applicable taxes unless stated otherwise.

1.1.17. **"Placement Fee"** means the fee payable by a Provider to the Company in consideration of the successful employment, engagement, retention, conversion or placement of a Healthcare Professional or Expert introduced through the Platform, calculated in accordance with the applicable Schedule.

1.1.18. **"Privacy Policy"** means MedLynk's privacy policy, as amended from time to time.

1.1.19. **"Provider"** means the healthcare establishment that has entered into this Agreement with the Company.

1.1.20. **"Registered"** means a person who has created an account on the Platform, furnished the required information, and whose registration has been accepted by the Company.

1.1.21. **"Services"** means the technology-enabled services provided by the Platform, including facilitating discovery, booking, scheduling, communication, support and administrative management of Engagements.

1.1.22. **"Terms"** means the Terms & Conditions governing use of the Platform, as amended from time to time.

1.2. Interpretation

Unless the context otherwise requires, in this Agreement:

1.2.1. **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.

1.2.2. **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.

1.2.3. **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.

- 1.2.4.**Document References:** References to any agreement, policy or document include a reference to that agreement, policy or document as amended, supplemented, novated, extended or restated from time to time in accordance with its terms.
- 1.2.5.**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.
- 1.2.6.**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.
- 1.2.7.**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.
- 1.2.8.**Contra Proferentem Waived:** No rule of interpretation that ambiguities be construed against the drafter shall apply to this Agreement.
- 1.2.9.**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 and commercial arrangements governing the Provider's registration, empanelment and continued access to and participation on the Platform, across each engagement model the Provider subscribes to, and shall regulate the contractual relationship between the Company and the Provider throughout the Term.
- 2.2.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 continued access, which remains subject to the Provider's continued compliance with this Agreement, the Company's Terms, Policies and Applicable Law.
- 2.3.The Parties acknowledge that the Healthcare Professional is the sole beneficial owner of the fees payable for healthcare services rendered by that Professional. MedLynk is a technology platform and facilitates settlement and does not acquire any legal or beneficial interest in fees payable to the Healthcare Professional, save for any Fees expressly payable to it.

2.4.This Agreement is to be read together with the Platform's Terms & Conditions, Privacy Policy, Cancellation Policy, Payment & Settlement Policy, Grievance Redressal Policy, and any operational policies or guidelines issued from time to time. In the event of inconsistency, this Agreement shall prevail to the extent it specifically regulates the matter in question.

2.5.This Agreement shall apply to every Engagement made through the Platform by the Provider under any Schedule and shall continue in force notwithstanding the completion of any individual Engagement.

3. RIGHTS OF THE COMPANY

3.1.The Company shall have the exclusive right to own, operate, maintain, enhance, modify, suspend, discontinue or otherwise manage the Platform and determine the manner in which it is made available.

3.2.The Company may introduce, modify, remove or discontinue any feature, workflow, matching methodology or technological process forming part of the Platform, provided this does not materially alter the Parties' contractual rights except where required by Applicable Law.

3.3.The Company shall determine eligibility criteria for registration and empanelment of Providers and Healthcare Professionals and may approve, reject, suspend or terminate any registration or empanelment where it reasonably believes eligibility requirements are no longer satisfied.

3.4.The Company may require the Provider to furnish licences, registrations, certificates and other documents reasonably necessary for verification, compliance or risk management.

3.5.The Company may suspend, restrict or terminate the Provider's access to the Platform where the Company reasonably believes that such action is necessary to address a material breach, fraud, misuse, regulatory concern, safety risk, security threat or other material risk to the Company, the Platform or its users.

3.6. Where reasonably practicable, the Company shall notify the Provider of the reason for suspension and provide an opportunity to remedy the relevant breach.

3.7.The Company may review, remove, modify or disable any content, listing, booking or communication that violates this Agreement, Platform Policies or Applicable Law.

3.8.The Company shall be entitled to collect all Platform Fees, Direct Engagement Fees, Placement Fees, Expert Fees, cancellation charges or other any other charges expressly provided under this Agreement or the applicable Terms & Conditions and Policies.

- 3.9. The Company may decline, suspend or cancel any booking or Engagement where information is inaccurate, statutory requirements are unmet, fraud is suspected, payment fails, safety concerns arise, or Applicable Law so requires.
- 3.10. The Company may communicate with Providers and Healthcare Professionals through the Platform, email, SMS, telephone or other approved means regarding bookings, compliance, verification, safety, operational updates or regulatory matters.
- 3.11. The Company may collect, process, store, use and disclose information in accordance with this Agreement, its Privacy Policy, user consent and Applicable Law, including for identity verification, fraud prevention, regulatory compliance and Platform improvement.
- 3.12. The Company may investigate any complaint, dispute or allegation of misconduct, fraud, impersonation, regulatory breach or security incident relating to the Platform, and the Provider shall cooperate fully with such investigation.
- 3.13. The Company may implement technical, administrative and security measures, including authentication, fraud detection, audit logs and cybersecurity controls, to preserve Platform integrity.
- 3.14. The Company may amend its operational policies, privacy policy, security requirements and onboarding procedures from time to time, communicated in accordance with this Agreement and without materially prejudicing the Provider's contractual rights except where required by Applicable Law.
- 3.15. The Company may maintain electronic records evidencing the Provider's acceptance of this Agreement, including the date and time of acceptance, the identity of the user accepting the Agreement, the version of the Agreement and applicable Policies accepted, and other technical records generated in the ordinary course of the Platform's operation. Such records shall constitute evidence of acceptance and may be relied upon to the extent permitted by Applicable Law.

4. LIABILITIES OF THE COMPANY

- 4.1. The Company shall remain responsible for its own acts, omissions and breaches of this Agreement, shall comply with Applicable Law governing its operation as a technology platform, and shall endeavour to maintain the confidentiality of sensitive data and implement reasonable technical and organisational measures in accordance with Applicable Law and the Privacy Policy.

- 4.2. The Company shall not be responsible for: clinical decisions made by Healthcare Professionals, including prescription of medicines, patient outcomes, medical negligence, diagnoses, consultations, injuries or any other outcomes occurring within the Provider's premises arising from the Provider's or Professional's operations; employment-related obligations between the Provider and any Healthcare Professional unless expressly agreed otherwise in writing; or any statement of service requirement made by the Provider in its own understanding.
- 4.3. No employer-employee, partnership, joint venture or other relationship giving rise to vicarious liability for clinical acts shall be deemed to exist between the Company and either the Provider or the Professional. Healthcare Professionals render services independently and exercise their own professional judgment, and the Company neither supervises nor controls the manner of performance.
- 4.4. Nothing in this Agreement excludes liability arising from fraud, wilful misconduct, gross negligence, or any liability that cannot lawfully be excluded under Applicable Law.
- 4.5. The Company's aggregate liability arising out of or in connection with this Agreement, whether in contract, tort or otherwise, shall in no event exceed the revenues actually received by the Company from the Provider during the three (3) months immediately preceding the event giving rise to the claim, save in respect of the matters expressly excluded above. Neither Party shall be liable to the other for indirect, consequential, incidental or punitive damages, including loss of profits, business opportunities or goodwill, except where such exclusion is prohibited by Applicable Law.
- 4.6. Each Engagement between the Provider and a Healthcare Professional, under any Schedule, constitutes an independent contractual arrangement. The Company acts as an online marketplace technology intermediary facilitating such Engagement and shall not be liable for negligence, misconduct, default or injury arising from the performance of services by the Healthcare Professional or the Provider.

5. RIGHTS OF THE PROVIDER

- 5.1. The Provider shall be entitled to the Platform services made available by the Company, subject to this Agreement and the applicable Terms and Conditions and other Policies.
- 5.2. The Provider shall have the right to select, engage or book any Healthcare Professional available through the Platform based on its own operational, clinical and service requirements. Nothing in this Agreement obligates the Provider to engage any particular Healthcare Professional.
- 5.3. The Provider shall have the right to receive refunds, reversals or other financial settlements, wherever applicable, strictly in accordance with this Agreement and the applicable Policies.

- 5.4. The Provider shall have the right to raise complaints, disputes or grievances relating to use of the Platform or any Engagement, to be addressed through the Company's grievance redressal mechanism and Applicable Law.
- 5.5. The Provider shall have no right to assign, delegate, subcontract or otherwise permit any Engagement made through the Platform to be performed for or by any person or establishment other than the Provider identified during onboarding and approved by the Company.
- 5.6. The Provider may avail any one or more of the services offered by the Company from time to time and shall not be restricted from accessing multiple service categories concurrently. However, the same Healthcare Professional shall not be simultaneously engaged by the same Provider under more than one service category at the same time.

6. GENERAL LIABILITIES OF THE PROVIDER

- 6.1. Each Party shall remain responsible for its own acts, omissions and breaches of this Agreement.
- 6.2. The Provider shall ensure this Agreement is accepted or executed only by a duly authorised representative, who represents and warrants possession of the requisite authority; the Provider shall bear sole responsibility for any deficiency in such authority.
- 6.3. The Provider shall bear all liabilities arising out of or in connection with the provision of healthcare services at its establishment, including civil, contractual, regulatory, administrative or vicarious liability arising from the acts or omissions of Healthcare Professionals engaged through the Platform in the course of patient care.
- 6.4. The Provider shall bear sole responsibility for all healthcare services rendered at its establishment, including examination, diagnosis, prescription, procedures, treatment decisions, patient monitoring, medical records and compliance with Applicable Law and professional standards.
- 6.5. The Provider shall bear sole responsibility for the safety, management, quality and operation of its establishment, including adequate infrastructure, equipment, medical supplies, support staff, workplace safety and emergency protocols.
- 6.6. Where the Provider directly engages a Healthcare Professional introduced through the Platform without making a booking through the Platform, such Engagement constitutes an independent relationship solely between the Provider and the Healthcare Professional, and the Company shall take no liability for such engagements, without prejudice to the Company's rights under Clause 11 and the respective schedule applicable to such engagement.
- 6.7. The Company shall not be responsible for any act, omission, default, breach, negligence, misrepresentation or deficiency in service arising out of the performance or non-performance of such Independent contract between the Healthcare Professional and the Provider.

6.8. Except as expressly provided under this Agreement, the applicable Terms and Policies, the Provider shall not be liable to make any payment to the Company other than the Platform Fee, Direct Engagement Fee, Introduction Fee, Placement Fee or Expert Fee (as applicable) properly due under the relevant Schedule and Policy unless amendment to such Schedule or Policy is notified by the Company.

6.9. The Provider retains exclusive responsibility for the management and operation of its establishment, including patient care decisions, clinical governance, staffing, occupational safety and compliance with all Applicable Laws, including, where applicable, the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

7. ELIGIBILITY, VERIFICATION AND REPRESENTATIONS

7.1. Verification of the Provider's credentials, registrations and other information is facilitated by the Company through a designated third-party verification service provider on the basis of documents submitted by the Professional and Provider during empanelment. Such verification is for administrative and onboarding purposes only and does not constitute a certification of the Provider's credibility, competence or continued compliance, nor an endorsement or warranty by the Company. The Provider remains solely responsible for ensuring the authenticity, accuracy and continued validity of all information submitted.

7.2. Where any document or information submitted by the Provider or a Healthcare Professional is forged, fraudulent, false or otherwise invalid, and is accepted by the Company in good faith after reasonable verification, the Company shall not be liable for any loss arising solely from its reliance on such document.

7.3. The Provider represents and warrants that: it is duly constituted and authorised to operate under Applicable Law; it possesses all licences, registrations and permits necessary to operate its establishment; all information furnished during onboarding is true, accurate, complete and kept updated; the individual accepting this Agreement has authority to bind the Provider; and its GST, PAN, bank account and other statutory particulars are accurate and shall be promptly updated when modified.

8. DATA SECURITY, CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1. Each Party shall comply with applicable data protection law, including the Digital Personal Data Protection Act, 2023, and shall implement appropriate technical and organisational measures to protect Personal Data and Confidential Information in its possession, and shall be responsible for any unauthorised disclosure, loss, access or misuse of such Personal Data or Confidential Information to the extent attributable to its acts, omissions, breach or failure to comply with Applicable Law.

- 8.2. Each Party shall independently determine its responsibilities in relation to Personal Data processed by it and shall comply with Applicable Data Protection Law in respect of such processing.
- 8.3. The Provider shall not upload, share, disclose or otherwise provide any patient Personal Data or other patient information on or through the Platform, except to the extent reasonably necessary for the relevant Engagement and permitted under Applicable Law. Where such information is required to be shared, the Provider shall ensure that such sharing is lawful, limited to the information reasonably necessary for the relevant Engagement, and carried out in accordance with Applicable Data Protection Law and the Company's applicable policies.
- 8.4. The Company shall disclose information to Healthcare Professionals, Providers or third parties only to the extent reasonably necessary for the Services, compliance with Applicable Law, or the purposes of this Agreement, save where required by law or with the prior written consent of the relevant Party.
- 8.5. All Platform Data, content, databases, records and analytics generated through the Platform remain the exclusive property of the Company or its licensors, and this Agreement confers no right, title or interest therein on the Provider beyond the limited right of access set out herein. All intellectual property in the Platform, including its software, trademarks and proprietary materials, remains the exclusive property of the Company, and the Provider is granted only a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for the purposes of this Agreement.
- 8.6. The Provider shall promptly notify the Company of any Personal Data Breach relating to data processed in connection with the Platform and shall cooperate with the Company in investigating and mitigating such breach in accordance with the Digital Personal Data Protection Act, 2023.

9. INSURANCE

- 9.1. The Provider shall, at its own cost, procure and maintain throughout the Term all insurance required under Applicable Law and meeting the minimum requirements reasonably communicated by the Company, including such insurance as is customarily maintained by healthcare establishments providing similar services. The Provider shall ensure such insurance is adequate to cover claims arising from patient care, clinical negligence, medical malpractice, accidents or injuries occurring at or in connection with its premises or operations.

9.2.The Provider shall endeavour to have the Company named as an additional insured under its public liability and, where commercially available, professional indemnity policy, to the extent claims arise from the Provider's operations. This Agreement does not require the Company to procure insurance on behalf of any Healthcare Professional. Where any professional indemnity or malpractice insurance is written on a claims-made basis, the Provider shall maintain run-off cover for not less than six (6) years following termination of this Agreement or cessation of the relevant services, whichever is later.

9.3.The Provider shall furnish the Company with a valid certificate of insurance prior to activation of its account and upon each renewal, and shall provide copies of policies on reasonable request. Failure to maintain such insurance, or to evidence it, constitutes a material breach that may result in suspension or termination of Platform access. Maintenance of insurance shall not limit or reduce the Provider's liabilities or indemnity obligations under this Agreement.

10. PREVENTION OF SEXUAL HARASSMENT

10.1.The Provider shall at all times ensure compliance with all obligations as per the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, and shall be solely responsible for all obligations imposed on it thereunder. Where a complaint or allegation involves a Healthcare Professional engaged through the Platform, the Company shall provide such reasonable cooperation and information as may be required, subject to Applicable Law and confidentiality obligations.

11. CROSS-ENGAGEMENT CONVERSION AND CIRCUMVENTION

11.1. This Clause shall apply to all circumstances set out herein and across all Schedules forming part of this Agreement.

11.2.DIRECT ENGAGEMENT FEE

11.2.1.Where, during the Protection Period of six (6) months from the date of introduction of a Healthcare Professional through the Platform, the Provider directly or indirectly engages, appoints, retains, contracts with, employs, or otherwise avails the services of such Healthcare Professional outside the Platform, whether on a permanent, temporary, contractual, consultancy, retainer, locum, advisory, project-based or any other basis, the Provider shall pay MedLynk a Direct Engagement Fee of INR 50,000 (Indian Rupees Fifty Thousand only) plus applicable GST.

11.2.2.The Direct Engagement Fee represents consideration for the introduction, sourcing, screening, verification, matching and facilitation services provided by MedLynk in relation to the Healthcare Professional and shall be payable irrespective of the nature, duration, scope or structure of the engagement entered into between the Provider and the Healthcare Professional.

11.3.Consequences of Circumvention. Where the Provider engages a Healthcare Professional in circumvention of the Platform, including a failure to report a Conversion or any attempt to mischaracterise or conceal the true nature or source of an Engagement, the following consequences shall apply, in addition to and without prejudice to one another and to the Company's other rights and remedies:

11.3.1.Audit Rights: The Company may, on 7 days' written notice, inspect or require production of the Provider's engagement, payroll or contracting records reasonably necessary to verify whether a Conversion has occurred in respect of any Professional introduced or engaged through the Platform, subject to reasonable confidentiality safeguards;

11.3.2.Suspension: The Company may suspend or terminate the Provider's access to the Platform across all Schedules until the circumvention is remedied and outstanding amounts are paid in full;

11.3.3.Re-Empanelment. The Company may decline to re-empanel the Provider, or to activate any further Schedule for the Provider, until all amounts due have been paid in full.

11.3.4.Direct Engagement Fee or Expert Direct Engagement Fee applicable as specified in Clause 11.1. This Clause 11 shall not apply where the Provider demonstrates, by documentary evidence pre-dating the Professional's first Booking, Shift or Expert Engagement, that the Professional was already known to or under independent consideration by the Provider, or that the eventual permanent Engagement arises from the Professional's own independent application through a channel wholly unconnected with the Platform.

12.INDEMNITY

12.1.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;

12.2. 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.

12.3. 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.

13. ENGAGEMENT TRACK SELECTION

13.1. This Agreement supports three distinct engagement models, set out respectively in Schedules A, B and C. A Provider may subscribe to more than one or all three models at a given time, as recorded on the Execution page of this Agreement and in the Provider's account settings on the Platform.

13.2. The General Terms apply irrespective of which Schedule(s) the Provider has subscribed to. A Provider shall be bound by the terms of a given Schedule only from the date it subscribes to the corresponding engagement model, and the Platform shall present, for acceptance, only the Schedule(s) relevant to that Provider's subscription.

13.3. A Provider may subscribe to an additional Schedule at a later date by accepting that Schedule through the Platform, without the need to re-execute this Agreement in its entirety, provided the Provider has a subsisting, un-terminated Agreement with the Company.

→ Go to Schedule A — Temporary / Flexible (Shift-Based) Engagement

→ Go to Schedule B — Permanent Recruitment and Placement

→ Go to Schedule C — Expert Engagement

14. COMMENCEMENT AND EFFECTIVENESS

14.1. **Effective Date:** This Agreement becomes effective on the date a duly authorised representative of the Provider electronically accepts it by clicking “I Agree”, “Accept” or a similar option on the Platform during onboarding, or otherwise executes it in a manner recognised by Applicable Law.

14.2. **Commencement of Services:** Upon the Effective Date, the Provider is entitled to access and use the Platform, and the Schedule(s) it has subscribed to, subject to successful completion of onboarding, eligibility and account activation. Acceptance of this Agreement does not, by itself, obligate the Company to activate the Provider's account if eligibility or verification requirements are unmet.

14.3. **Term:** This Agreement remains in full force until terminated in accordance with its terms. The termination or expiry of this Agreement, or of a particular Schedule, does not affect

rights, obligations or liabilities accrued prior to such termination. Provisions which by their nature or express terms survive termination, including confidentiality, intellectual property, limitation of liability, indemnity, Clause 11 (Cross-Engagement Conversion and Circumvention), dispute resolution and governing law continue in full force notwithstanding termination or expiry.

15.SUSPENSION AND TERMINATION

15.1.Suspension or termination may be effected by suspension or cancellation of the Provider's registration or account by either Party voluntarily, in accordance with this Agreement and the applicable Terms & Conditions.

15.2.The Company may suspend or terminate Platform access where: onboarding information is found false or misleading; any required licence, registration or approval ceases to be valid and is not renewed within two (2) months of expiry; the Provider repeatedly defaults in payment for three (3) consecutive payments; there are credible or repeated reports of unsafe workplace practices or serious misconduct; or continuation of Platform services would violate Applicable Law or regulatory directions. Termination shall not affect accrued rights, completed transactions or outstanding payment obligations.

16.FORCE MAJEURE

Neither Party shall be liable for delay or failure in performance to the extent directly caused by an event beyond its reasonable control, which could not reasonably have been prevented or mitigated by the affected Party, including natural disasters, epidemic or pandemic, governmental action, war, civil disturbance, widespread power or telecommunications failure, or material third-party system failure. The affected Party shall promptly notify the other Party and use reasonable efforts to mitigate the effects of the event. A Force Majeure Event shall not excuse any payment obligation that accrued before the occurrence of the event.

17.GOVERNING LAW AND DISPUTE RESOLUTION

17.1.This Agreement shall be governed by and construed in accordance with the laws of India. For supervisory and injunctive relief, this Agreement and any dispute arising out of it shall be subject to the jurisdiction of the courts at Chennai, Tamil Nadu.

17.2.The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement. If unresolved by negotiation within thirty (30) days, the dispute shall be referred to arbitration by a sole arbitrator appointed by the Council for National and International Commercial Arbitration (CNICA), under the Arbitration and Conciliation Act, 1996, with seat and venue at Chennai, Tamil Nadu, and the award shall be final and binding on the Parties. Subject to the foregoing, the courts at Chennai, Tamil Nadu alone shall have jurisdiction. Nothing shall preclude either Party from seeking interim or permanent equitable or injunctive relief from a competent court, without this being treated as a waiver of the duty to pursue arbitration.

18.MISCELLANEOUS

- 18.1.**Confidentiality.** Each Party shall treat as strictly confidential, and not disclose to any third party without prior written consent, information received in connection with this Agreement, except to affiliates, professional advisors or permitted assignees bound by equivalent confidentiality obligations, or as required by Applicable Law.
- 18.2.**Amendment.** The Company may amend, modify or update its operational policies, procedures and other Platform-related policies from time to time by publishing the revised version on the Platform or otherwise notifying the Provider. No re-execution of this Agreement shall be required solely on account of any such amendment, modification or update, and the revised policy shall become applicable from the date specified in the relevant notice or publication. However, where any proposed amendment would materially affect the substantive rights or obligations of the Provider or the Company under this Agreement, such amendment shall require the Provider's express consent before it becomes binding on the Provider. For the avoidance of doubt, no amendment shall retrospectively alter any payment obligation or other right or obligation that has accrued prior to the effective date of such amendment.
- 18.3.**Assignment.** No Party shall assign or transfer its rights or obligations under this Agreement without prior intimation to the other Party. The Company may assign or transfer this Agreement to an affiliate or in connection with a merger, restructuring, sale of substantially all of its business or assets, or similar corporate transaction, upon notice to the Provider.
- 18.4.**Severability.** If any clause is held invalid or unenforceable, the remaining clauses remain unaffected, and the Parties shall negotiate in good faith to replace the invalid clause with one reflecting the original intent.
- 18.5.**Waiver.** No failure or delay by a Party in exercising any right operates as a waiver, and a single or partial exercise does not preclude further exercise of that or any other right.
- 18.6.**Relationship of Parties.** Nothing in this Agreement creates any partnership, joint venture, fiduciary, employment or agency relationship between the Parties.
- 18.7.**No Third-Party Beneficiaries.** Except as expressly stated, nothing in this Agreement confers any right or remedy on any person other than the Parties.
- 18.8.**Execution and Electronic Signatures.** This Agreement may be executed in counterparts, including by electronic means such as scanned PDFs or Platform click-wrap acceptance, each constituting valid execution and delivery, in accordance with Section 10A of the Information Technology Act, 2000.
- 18.9.**Costs.** Except as expressly provided, each Party shall bear its own costs in relation to the negotiation and execution of this Agreement.

By executing this Agreement, the Provider 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, Payment and Settlement Policy.

☐ Any other policies or guidelines published by the Company 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 Provider 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 along with its Schedules 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 A — TEMPORARY / FLEXIBLE (SHIFT-BASED) ENGAGEMENT

A.1. Definitions Specific to this Schedule

- **“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.
- **“Shift”** means a temporary, scheduled or on-demand assignment posted by a Provider on the Platform for the Engagement of a Healthcare Professional.
- **“Professional Fee”** means the consideration payable by the 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.

A.2. Booking Process

The Provider shall ensure that each Shift listing accurately specifies the professional category, location, timings, expected duties and any mandatory qualifications. Upon acceptance of a Shift by a Healthcare Professional through the Platform, the Provider shall honour such Booking unless cancelled in accordance with the applicable Cancellation Policy.

A.3. Professional Fee

The Professional Fee applicable to an Engagement shall be determined or agreed by the Healthcare Professional and displayed on the Platform with the Healthcare Professional’s prior consent. The Healthcare Professional shall not charge, collect or otherwise seek to receive from the Provider any fee, charge or other amount in addition to or over and above the agreed Professional Fee applicable to the Engagement.

Any request for review of the Professional Fee shall be considered by the Company only where the Provider demonstrates, with credible evidence, fraud, wilful misrepresentation or material suppression of qualifications or experience by the Healthcare Professional, or any other legitimate circumstance materially affecting the basis on which the Professional Fee was determined. The Company shall, acting reasonably, determine whether any revision is warranted.

The Provider retains absolute discretion in selecting, engaging or declining to engage any Healthcare Professional. The display of a recommended Professional Fee does not obligate the Provider to engage any particular Healthcare Professional.

A.4. Tariffs and Payment Arrangements

Tariffs, fees and charges applicable under this Schedule shall be as follows:

- The Professional’s Fee (less any tax deducted at source required to be deducted by the Provider under Applicable Law.)

- The Platform Fee
- GST @ 18%, applicable on the Platform fee.

All Payments shall be processed through the Platform's designated payment infrastructure and settled through the designated Escrow Bank; the Provider shall not make or accept payments outside this infrastructure except where expressly permitted in writing.

The Provider shall be responsible for complying with all applicable tax deduction and withholding obligations in respect of payments made to a Healthcare Professional, including deduction, deposit, reporting and issuance of applicable tax certificates, in accordance with the Income-tax Act, 2025 and the rules made thereunder, as applicable from time to time.

In the event of cancellation of a Shift by either Party, any refund, deduction or adjustment shall be processed in accordance with the Cancellation Policy. The Company shall only facilitate coordination of such refunds and shall not independently fund or guarantee them, nor be liable for delays attributable to third-party payment gateway or escrow service providers.

A.5. Ratings and Feedback

Upon completion of a Booking, the 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 in determining whether to issue warnings, suspend or terminate access, provided no adverse action is taken solely on the basis of ratings.

SCHEDULE B — PERMANENT RECRUITMENT AND PLACEMENT

B.1. Definitions Specific to this Schedule

- **“Candidate”** means a Professional whose profile is under consideration by the Provider for a Permanent Engagement, prior to confirmation of Placement.
- **“Contact Unlock”** means the release by the Company to the Provider of a Candidate's contact or other identifying particulars.
- **“Introduction”** means the earliest of: (i) Contact Unlock; or (ii) any written or verbal communication by the Company that identifies the Candidate to the Provider for the purpose of considering the Candidate for an Engagement.
- **“CTC”** means the total annual guaranteed compensation payable by the Provider to the Candidate in connection with the Engagement, including fixed salary, guaranteed allowances, benefits and employer contributions, but excluding discretionary bonuses, non-guaranteed incentives, expense reimbursements, severance payments and any other amounts not contractually assured at the commencement of the Engagement.
- **“Placement / Permanent Engagement”** means the employment, appointment, engagement, contracting or retainerhip of a Candidate by the Provider on a permanent, fixed-term, recurring, contractual, retainer, long-term or standing basis, including any arrangement under which the Candidate is engaged on an ongoing or repeat basis beyond a single Flexible Engagement, whether concluded through the Platform or directly following an Introduction.
- **“Protection Period”** means the period of six (6) months from the date of Introduction, as described in Clause B.6.
- **“Annualised Compensation”** has the meaning given in Clause B.7.

B.2. Nature of Service

The Company shall, on request, source, verify, screen, shortlist and introduce Candidates to the Provider for Permanent Engagements. The Company's role is limited to that of an introducing and facilitating intermediary; it does not guarantee that any Introduction will result in a Placement and does not warrant the suitability or continued availability of any Candidate beyond the reasonable verification described in Clause B.3.

B.3. Confidential and Anonymous Opportunities; Application and Introduction Process

Where suitable Candidates are not immediately available, the Provider may authorise the Company to publish the requirement as an anonymous or confidential opportunity on the Platform. The Company shall not disclose the Provider's identity publicly save with authorisation or as required by law. Professionals may apply through the Platform; the Company may verify,

screen and shortlist Candidates prior to Introduction, but the Provider shall independently conduct its own final assessment, interview and credentialing prior to confirming any Engagement.

B.4. Introduction Fee

The Provider shall pay the Company an Introduction Fee of ₹1,000 (Rupees One Thousand only) for each Candidate whose contact details are released or unlocked, payable at the time of Contact Unlock as consideration for the verification and Introduction service rendered up to that point, independent of whether a Placement subsequently occurs.

Where a Candidate's profile made available pursuant to a Contact Unlock is subsequently found to be fraudulent, misrepresented or impersonated; becomes unresponsive or uncontactable within seven (7) days of Contact Unlock; or becomes subject to any disciplinary, regulatory or legal action affecting the Candidate's eligibility to practise or be engaged, the Provider may report the same to the Company in writing within seven (7) days of becoming aware of such circumstance. On such report, the Company shall, as its sole remedy and without any admission of fault or liability, provide the Provider a fresh Contact Unlock of a suitable alternate Candidate at no additional Introduction Fee, in lieu of any cash refund.

The Introduction Fee shall be non-refundable and shall be adjusted against the Placement Fee payable by the Provider in the event of a Permanent Placement arising from the relevant Introduction.

B.5. Placement Fee

Where a Candidate introduced by the Company is successfully employed, engaged or retained by the Provider, whether directly through the Platform or pursuant to a conversion of an existing temporary, flexible, locum, contractual, consultancy, retainer or other engagement facilitated through the Platform, the Provider shall pay the Company a Placement Fee equal to 8.33% (eight point three three per cent) of:

- (a) the Candidate's first-year CTC, where the Candidate is engaged as an employee and an annual CTC is agreed;
- (b) the Annualised Compensation determined in accordance with Clause B.7, where the Candidate is engaged as an employee but an annual CTC is not specified; or
- (c) the total contractual value, retainer value or other agreed consideration payable to the Candidate under the relevant contract, consultancy, retainer, project-based or fixed-term engagement, where the Candidate is not engaged on an annual CTC basis.

For the avoidance of doubt, the Placement Fee shall be payable where a Candidate who is initially engaged or introduced through the Platform on a temporary, flexible, locum, contractual, consultancy or similar basis is subsequently employed, retained or directly contracted by the Provider, whether during or following such engagement and within the applicable Protection Period.

B.6. Six-Month Introduction Protection

(a) If the Provider employs, appoints, contracts with, retains or otherwise engages a Candidate, whether directly or indirectly, within the Protection Period of six (6) months from the date of Introduction, the Placement Fee shall become payable, regardless of whether the Engagement is concluded through the Platform or directly.

(b) The Parties acknowledge that this Clause is intended solely to regulate the payment obligations arising from an Introduction made through the Platform and shall not be construed as restricting any lawful engagement of a Candidate. The Provider's obligation to pay the applicable Placement Fee shall apply notwithstanding whether such Engagement is concluded directly or indirectly, through or outside the Platform.

(c) This protection shall not apply where the Provider demonstrates, by documentary evidence pre-dating the Introduction, that the Candidate was already known to or under independent consideration by the Provider, or that the Engagement arises from the Candidate's own independent application through a channel wholly unconnected with the Platform.

B.7. Annualised Compensation

“**Annualised Compensation**” means the total cost to the 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.

In case Provider engages a Professional in a **retainer, consultancy or other fixed-term contractual Engagement having a term of less than twelve (12) months, the Annualised Compensation shall be deemed to be the total remuneration contractually payable to the Candidate for the agreed term of such Engagement and shall not be annualised beyond such term.**

B.8. Hiring Notification, CTC Disclosure and Payment

The Provider shall notify the Company in writing within seven (7) business days of a Candidate being selected or engaged, and provide the agreed CTC or Annualised Compensation particulars, with supporting documentation, in good faith. The Placement Fee becomes due upon the Candidate's confirmed joining; the Company shall raise an invoice within seven(7) business

days, and the Provider shall pay each undisputed invoice within fifteen (15) days. All fees are exclusive of applicable GST, and the fees as charged by the Company.

Upon payment of the applicable Introduction Fee and Placement Fee in respect of a Candidate, and completion of the relevant Placement, MedLynk shall have no further entitlement to any recruitment, placement, success, recurring or ongoing fees arising from the continued employment or engagement of such Candidate by the Provider, unless otherwise expressly agreed in writing between the Parties.

B.9. Replacement Policy

Where a placed Candidate resigns, is terminated for cause, or is otherwise unable to continue within ninety (90) days of joining, and the Provider notifies the Company in writing within seven (7) days of such event, the Company shall source one replacement Candidate at no additional Introduction Fee or Placement Fee, and the original Placement Fee shall be retained. This policy does not apply where the Candidate's exit results from the Provider's termination without cause, redundancy, or the Provider's failure to provide the agreed employment terms, or where the Provider has not given timely notification. A second replacement within the same ninety (90) day period shall be chargeable at the Company's then-standard rates.

SCHEDULE C — EXPERT ENGAGEMENT

C.1. Definitions Specific to this Schedule

- **“Coordination Fee”** means the fee payable to the Company for coordinating and facilitating an Expert Engagement, as specified in the applicable Payment and Settlement Policy or displayed on the Platform at the time of booking.
- **“Expert Engagement”** means a one-time, defined-scope or defined-term contractual engagement of a Healthcare Professional by the Provider for specialist, consultancy or advisory clinical services, booked through the Platform, as distinct from a recurring Shift under Schedule A or a Permanent Engagement under Schedule B.
- **“Expert”** means a specialist, super-specialist or other suitably qualified Healthcare Professional empanelled on the Platform to provide specialised consultation, advice or opinions, whether online or offline, in relation to specific medical, clinical or healthcare matters.
- **“Expert Fee”** means the consideration payable by the Provider to the Expert for services rendered pursuant to an Expert Engagement, as reflected in the relevant contract, retainer or invoice, excluding the Platform Fee, applicable GST and statutory deductions.
- **“Engagement Term”** means the defined duration of a specific Expert Engagement, as agreed at the time of booking, being one-time, contractual or retainers engagements.

C.2. Nature of Service

This Schedule governs the engagement of Experts for specialised professional services, including one-time assignments, recurring engagements, contractual arrangements, retainerships, specialist consultation series, short-term projects, defined clinical assignments, advisory services, and other scope-based expert engagements. Such engagements may be for a fixed term, recurring term, project duration or ongoing retainer basis, as agreed between the Provider and the Expert.

C.3. Engagement Process

The Provider shall post the requirement for an Expert Engagement on the Platform, accurately specifying the specialisation required, scope of work, deliverables, proposed Engagement Term, location and any mandatory qualifications. Upon acceptance by an Expert through the Platform, the Provider shall honour the confirmed Expert Engagement, subject to the applicable Cancellation Policy. The Provider shall independently assess the suitability of the Expert for the specific requirement and exercise its own judgment in engaging such Expert.

Each Expert Engagement shall constitute a separate and independent booking made through the Platform for a specific consultation, assignment, deliverable or other defined engagement. Where the Provider requires any further or additional services from the same Expert, a separate booking shall be made through the Platform for each such consultation, assignment, deliverable or engagement.

C.4. Expert Fee

The Expert Fee shall be determined by the Expert and displayed on the Platform with the Expert's prior consent. The Expert Fee shall be payable by the Provider, subject to applicable deductions required by law. Any request for revision of the Expert Fee shall be subject to the Expert's agreement and the Company's applicable policies and procedures.

C.5. Tariffs, Payment and Cancellation

The Tariff displayed on the Platform shall comprise the Expert Fee and the Coordination Fee payable to MedLynk with applicable GST and other applicable taxes. The Provider shall deduct and remit any tax required to be deducted from the Expert Fee under Applicable Law.

Where, during the Protection Period of 6 months, a Provider directly or indirectly engages an Expert introduced through the Platform on a retainer, consultancy, contractual, advisory, employment, project-based or any other recurring engagement basis outside the Platform, the Provider shall pay MedLynk a Placement Fee equal to 8.33% of the total consideration payable or paid to the Expert under such engagement during its contractual term as per such contract, together with applicable GST.

For the purposes of this Clause, "total consideration" shall include all fees, retainers, consultancy charges, fixed payments, variable payments, incentives, bonuses and any other monetary remuneration payable to the Expert under the engagement, whether paid in a lump sum or periodically.

The Placement Fee shall be payable in consideration of MedLynk's introduction, sourcing, verification, screening, matching and facilitation services in relation to the Expert.

The Expert Engagement shall be deemed confirmed only upon receipt of the applicable payment through the Platform or such other payment mechanism as may be prescribed by the Company.