

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into as of the Date on which it is verified (the "**Effective Date**") by the Psychologist, by and between:

Anjanajyoti Healthtech Private Limited, having its registered address at A-3, Ground floor, Greater Kailash Enclave 1, New Delhi 110048, India

hereinafter referred to as the "**Company**,"

AND

Psychologist, who's details have been filled in the On-boarding Form.

hereinafter referred to as the "**Psychologist**."

WHEREAS the Company owns and operates a mobile application named "Asmi," providing a platform connecting Users seeking counselling with qualified Psychologists.

WHEREAS the Psychologist possesses the necessary qualifications and professional license to provide counselling services through the Asmi platform;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INDEPENDENT CONTRACTOR STATUS

- a. The Psychologist agrees that they are an independent contractor and not an employee, partner, or agent of the Company. The Psychologist shall have no authority to legally or in any other way, bind the Company or create or commit any obligation on behalf of the Company.
- b. Since the Sessions are bound by Doctor-Patient privilege, the Psychologist shall not hold the Company liable or make a

party to any disputes/issues arising out of or in connection with the Sessions provided.

2. SERVICES & FEE

- a. The Psychologist agrees to provide mental health counselling services to users of the Asmi platform in accordance with the Laws of India and the Standard Operating Procedures provided to them at the time of onboarding.
- b. Each counselling session shall last for 30 minutes, unless amended by the Company and informed to the Psychologist via written communication.
- c. The Fee Structure shall be in accordance with the Psychologist On-boarding PDF Document which has been provided to the Psychologist prior to on-boarding.
- d. The Company may aggregate payments for services provided by the Psychologist and will pay the total amount owed on a weekly basis.

3. LIABILITY AND INDEMNIFICATION

- a. The Psychologist acknowledges and agrees that they are solely responsible for the content and quality of the counselling services provided.
- b. The Psychologist shall indemnify and hold the Company harmless from any claims, liabilities, damages, or expenses arising out of or in connection with the Psychologist's provision of counselling services.

4. CONFIDENTIALITY

- a. The Psychologist agrees to maintain the confidentiality of all user information and any information obtained during counselling sessions in accordance with applicable laws and ethical standards.
- b. The Psychologist agrees not to give out their personal or contact information to the User during or after the session.

The Psychologist agrees not to solicit any form of business outside the ecosystem of Asmi.

- c. The Psychologist agrees that they will not in any way, invite or incite the User to share their personal or contact information with them during or after the session.
- d. The Psychologist agrees to promptly inform the Company if any User insists on taking Sessions outside the ecosystem of the Company.
- e. In the event, that the Psychologist breaches the Terms of this Agreement and solicits business outside the ecosystem of Asmi, then the Company shall not be liable for any events good or bad that may occur between the Psychologist and the User.

5. TERM AND TERMINATION

- a. This Agreement shall commence on the Effective Date and shall continue until terminated by either party with 15 days written notice and in accordance with the Psychologist Onboarding PDF Document.
- b. The Company may terminate this Agreement immediately in the event of a breach by the other party.

6. MISCELLANEOUS

- a. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.
- b. This Agreement may only be amended in writing and signed by both parties.

7. ASSIGNMENT

- a. The Psychologist shall not assign their rights or delegate their duties under this Agreement without the prior written consent of the Company.

8. NON-COMPETE

- a. During the term of this Agreement the Psychologist agrees not to engage in any business directly or indirectly or provide services that are in direct competition with the Company within the territory where the Company operates.

9. COMPLIANCE WITH LAWS AND ETHICAL STANDARDS

- a. The Psychologist agrees to comply with all applicable laws, rules, and regulations governing the provision of counselling services, as well as any relevant professional ethical standards, as prescribed by the laws of their country of residence.

10. INSURANCE

- a. The Psychologist may maintain professional liability insurance coverage at their own expense, and upon request, provide proof of such insurance to the Company.

11. TERMINATION FOR CONVENIENCE

- a. The Company reserves the right to terminate this Agreement at any time, for any reason, without cause, by providing 15 days written notice to the Psychologist. Clause 5(b) shall supersede this clause in case of conflict.

12. CONFIDENTIALITY OF COMPANY INFORMATION

- a. The Psychologist agrees not to disclose or use any confidential information, trade secrets, or proprietary information of the Company obtained during the term of this Agreement and till 5 years after the expiry or termination of the Agreement for any purpose other than the provision of services to the Company.

13. RECORD KEEPING

- a. The Psychologist agrees to maintain accurate and complete records of all counselling sessions on the mobile application as well as notes in the Journals provided by the Company and shall provide copies of such records to the Company upon request.

- b. The Records shall remain the property of the Company.

14. FORCE MAJEURE

- a. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, or natural disasters.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- a. This Agreement shall be governed by and construed in accordance with the laws of India, and any disputes arising out of or in connection with this Agreement shall lie in the exclusive jurisdiction of the courts of Delhi.

16. SURVIVAL

- a. The obligations of confidentiality, indemnification, and any other provisions that by their nature should survive termination shall survive the termination of this Agreement.

17. NOTICES

- a. Any notices or communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or by a recognized courier service, or three (3) days after being mailed by certified or registered mail, postage prepaid, return receipt requested, to the addresses of the parties as set forth in this Agreement.

For the Company:

Legal Department

Anjanajyoti Healthtech Private Limited

C-77, 2nd floor DDA Sheds Okhla Industrial Area 1 New Delhi
110020, India

legal@anjanajyoti.org

+91-11-43054568

For the Psychologist:

Details provided in the Onboarding Form.

18. AMMENDMENTS

- a. The Company reserves the right to make amendments to this agreement as and when necessary without the consent of the other Party.

Verified & Accepted by the Psychologist by Checking the Accept Independent Contractor Agreement Button on the Onboarding Form.