

GENERAL TERMS (DOCTOR AGREEMENT)

The Aggregator has set up and operates a technology-based platform that facilitates various healthcare services, including connecting healthcare providers with Patients (defined hereunder).

DEFINITION AND INTERPRETATION

Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings ascribed to them below:

1. **“Agreement”** shall comprise these General Terms and amendments hereto.
2. **“Applicable Law”** shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect as of the date of this Agreement or thereafter and in each case as amended.
3. **“Business Day”** shall mean the day on which banks are open.
4. **“Parties”** collectively referred to both the Aggregator and the Doctor.
5. **“Doctor’s Patients”** shall have the same meaning as defined under the Doctor Agreement.
6. **“TrustHeal Patients”** shall have the same meaning as defined under the Doctor Agreement.
7. **“Patients”** collectively referred to both Doctor’s Patients and TrustHeal Patients.
8. **“TrustHeal Platform”** means the technology application and platform titled ‘TrustHeal’, owned and operated by the Aggregator.
9. **“Doctor Fees”** means the outpatient consultation fees as mutually agreed between the Parties for each specialty. Doctor Fees shall be set out in **Schedule I** of the Agreement.
10. **“Aggregator Fees”** means the percentage of Doctor Fees or Net Fees as Set out in **Schedule I** to be charged by the Aggregator from the Doctor for providing services of the care team and technology usage charges to the Doctor.
11. **“Aggregator Fee for Doctor-Visit”** means the flat fee charged to the Doctor by the Aggregator for a patient’s first visit to the Doctor within thirty (30) days of online consultation on TrustHeal Platform as a data maintenance cost for recording and preserving all the data including Doctor-Patients interactions.
12. **“CIMS Licensee Fees”** means the flat fee charged to the Doctor by the Aggregator for the usage of CIMS and other medical databases available on the TrustHeal Platform.

Interpretation

1. Agreement means this Agreement and includes all annexures, schedules, supplements and appendices (if any).
2. References to any agreement or document including this Agreement shall include such agreement or document as amended, modified, varied, novated, supplemented or replaced from time to time in writing signed by the concerned Parties.
3. Descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Clauses.

4. The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances unless the context otherwise permits.
5. The terms "hereof", "hereto" and "hereunder" and similar expressions shall mean and refer to this Agreement and not to any particular Clause of this Agreement.
6. The terms "Recital", "Schedule" or "Clause" mean and refer to the specified Recital of, Schedule to, and Clause of, respectively, this Agreement.
7. Any grammatical form of a defined term herein shall have the same meaning as that of such term.
8. The words "including" and "includes" herein shall always mean "including, without limitation" and "includes, without limitation", respectively.

NON-EXCLUSIVITY

Arrangement as set out in this Agreement between the Parties is on a non-exclusive basis and Doctor hereby agrees that the Aggregator is permitted to enter into a similar or same agreement with other Doctors. Similarly, Aggregator agrees that Doctor is permitted to enter into a similar or same agreement with other aggregator service providers.

ADDITIONAL RIGHTS AND OBLIGATIONS OF DOCTOR

1. The Agreement is being entered into on a Principal to Principal basis. The Doctor is an independent doctor and not an agent and/or employee of the Aggregator. The Doctor agrees that it will not represent that he is an agent of the Aggregator nor hold himself/herself out as such. The Doctor shall not enter into any agreement or arrangement which will bind Aggregator legally or otherwise.
2. The Doctor hereby grants the Aggregator the right to list Doctor on the TrustHeal platform.
3. The Doctor shall use the TrustHeal platform in accordance with the Aggregator's terms of use and shall ensure that it always uses an updated version of the TrustHeal platform. The Doctor shall use an Internet connection based on a bandwidth of minimum **4 mbps** as agreed with the Aggregator.
4. The Doctor hereby agrees and covenants that it shall use the TrustHeal Platform, at all times during the term of this Agreement, for providing the healthcare services to the Patients, whether it is to provide necessary responses to the Patients, render advice or conduct any diagnosis, on the TrustHeal platform, or store the records of the Patient on the TrustHeal platform.
5. The Aggregator shall intimate the Doctor of an appointment booking by an agreed mode and the Doctor shall have the option of rescheduling or canceling the appointment at that time.
6. The Doctor shall provide the Patients with appropriate treatment as specifically required for the care of Patients for their medical ailments. The Doctor shall ensure that they conduct their own independent history and assessment of the Patients and provide such treatment to the Patient, as it deems fit, in its sole discretion. The Doctor shall treat the Patient in the same manner as they treat other patients who directly visit the Doctor. The Doctor shall at its sole responsibility ensure that consultation provided is of the highest standard and care.
7. Notwithstanding anything elsewhere; the Doctor understands that it alone stands responsible for its infrastructure and facilities and that Aggregator shall not bear or have any responsibility or liability with respect to the same.
8. Doctor hereby agrees that the Aggregator does not have any control over the Patient and is not responsible for the order placed by the Patient on the TrustHeal platform.

Doctor also acknowledges and agrees that the Aggregator is not responsible for verifying the authenticity of the prescription.

9. Doctor shall at its sole cost and expense, obtain and maintain all permits and licenses necessary in connection with its performance of its obligations under this Agreement and shall comply with all relevant governmental rules and regulations.
10. Doctor hereby agrees to comply at all times with the Aggregator's terms of use, privacy policy, applicable rules and regulations regarding safety, security, use, and conduct, of the TrustHeal Platform.
11. Doctor hereby agrees and undertakes to ensure that s/he shall be available to receive training from the Aggregator on the TrustHeal Platform and shall duly act and perform his/her job to his best efforts and in such a manner as agreed with the Aggregator and as set out in this Agreement and specific data, plans, memoranda, instructional manuals and/or guidelines framed by the Aggregator and shared with the Doctor.
12. Doctor agrees and acknowledges that by acting in pursuance to this Agreement, the characteristics of a doctor-patient relationship between it and the Patients does not get impacted in any manner. As such, the terms of the Indian Medical Council's Professional Conduct, Etiquette and Ethics Regulations, 2002 ("**MCI Regulations**") or (any substitute thereof or similar relevant regulations) will apply to the Doctor in their interactions with the Patients, that are undertaken pursuant to this Agreement. MCI Regulations, if and as applicable shall also apply to the staff of the Aggregator involved in the TrustHeal platform for the purposes of this agreement.
13. Doctor hereby further agrees that in no event and under no circumstances shall the Aggregator be held responsible and liable, whether together with the Doctor or independently, with respect to any services rendered by Doctor to the Patients. It is hereby clarified that the Aggregator shall not be liable for any claims or damages in respect of the medical services, treatment and care rendered by the Doctor to the Patients under this Agreement, except if same is due to the negligence of TrustHeal staff pursuant to this agreement or due to any bug, technical error, malfunction or failures in the TrustHeal Platform.
14. The Doctor agrees to provide all the required details to be registered as a doctor on TrustHeal Platform. These details shall include:
 - Unique Indian Medical Association number / Registration number
 - Degree's and certificates
 - Current affiliations with Doctors, clinics or hospitals
 - Contact and correspondence information including contact number and email address
 - Copy of digital signature
 - High resolution photograph
 - Time slot for each day of the week for OPD on TrustHeal Platform
15. The Doctor agrees not to divulge your TrustHeal Platform credentials to anyone, and that no one but yourself will be operating this account.
16. You understand that you will be provided patients' sensitive information for consultation purposes. You agree not utilize this sensitive patient information for any other purpose except consultation.
17. You agree to not send spam or promotional messages to any Patients for your services via messaging on the TrustHeal Platform or over the emails. In the event any Patient flags you for sending spam or promotional messages, your account will be suspended, and your case will be subjected to internal investigation.
18. All information shared by the Doctor for your profile, or information you share with the Patient on the TrustHeal Platform will be governed by Aggregators Terms of Use and Privacy Policy.
19. The Parties further agree that if any responsibility not specifically described in this Agreement is found to be an inherent, necessary or customary part of the Services

and/or required for proper performance or provision of the Services; Services to be delivered by the Doctor.

RIGHTS AND OBLIGATIONS OF AGGREGATOR

1. Aggregator shall be responsible for development of the TrustHeal platform, day to day upkeep of TrustHeal platform and any upgradation of the TrustHeal platform.
2. Aggregator shall ensure that TrustHeal platform is operational and accessible at all times (subject to unforeseen technical errors/failures).
3. Aggregator shall reasonably ensure that the technology and experience provided by the Aggregator and its personnel are of the highest quality and standard.
4. Aggregator shall have the right to respond to Patient reviews listed on the TrustHeal platform, on behalf of the Doctor and in consultation with the Doctor.
5. Aggregator shall have the right to send its personnel, employees, agents or contractors to Doctor, after informing Doctor 2 Business Days in advance of the visit, to check and ensure that the TrustHeal platform made available in the Doctor is operating accurately. When any employee, agent or contractor of the Aggregator enters the premises of Doctor, the Aggregator shall ensure that such employees, agents and contractors use all reasonable endeavors to: (i) protect Doctor's people and property; (ii) prevent nuisance and unnecessary noise and disturbance in Doctor premises; and (iii) act in a safe and lawful manner and comply with the safety standards and policies of Doctor. The employees and representatives of the Aggregator shall wear an official identity card (provided by the Aggregator), when they are in Doctor premises.
6. Aggregator shall connect Patients with the Doctor for medical services/treatments on the basis of their medical requirements and as per a Patient's individualistic specific preferences, as requested by the Patient on the TrustHeal platform. Aggregator shall assimilate details and provide to the Doctor the said details of the Patients, provided by the Patient on the TrustHeal platform. Aggregator will only pass on information that the Patient has uploaded on the Platform and the Aggregator is not responsible for the accuracy of such information.
7. Aggregator shall collect and store all the data and health records, including but not limited to the information provided by the Patients and medical reports issued by the Doctor, on the TrustHeal platform, and shall provide the Doctor with such information as may be required by the Doctor, to enable the Doctor to render its services to the Patients. Aggregator is not responsible for the accuracy of such information as it is only assisting in storing such information. Aggregator shall be responsible for the security and confidentiality of the patient data and health records stored on TrustHeal platform and shall be liable for any adverse impact arising due to breach of such security and confidentiality except due to negligence of Doctor.
8. The Aggregator will make all reasonable attempts to ensure the patients are reminded of their appointments. However, the Aggregator does not take responsibility for patients who do not show up to appointments.
9. Aggregator at its sole cost and expense, shall obtain and maintain all permits and licenses necessary in connection with its performance of its obligations under this Agreement and shall comply with all relevant governmental rules and regulations.
10. Aggregator hereby agrees to honor the payment commitment set out in this Agreement and confirms that Aggregator shall not act or cause any of its employees, officers, directors, staff or personnel to act in a manner so as to dishonor any of its obligation under this Agreement or to adversely affect the revenue of Doctor or adversely affect the business of Doctor.
11. Aggregator shall ensure that the Doctor receives the training on the TrustHeal Platform and all the relevant material including but not limited to specific data, plans,

files, computer discs, software, documents, memoranda, instructional manuals along with one or more of its functionaries for coordination and interaction with the Doctor.

MARKETING

1. Parties hereby agree that the Aggregator shall have right to promote and market Doctor in the manner the Aggregator deems fit, after taking permission from Doctor with a copy of the marketing material; such permission shall not be unreasonably denied.
2. Parties hereby also agree and acknowledge that the Aggregator shall have the right to promote and market the Aggregator to Doctor's existing Patients via various channels.
3. Doctor hereby agrees and grants the Aggregator the right to create and display co-branded signage, such as signs images, and logos, on digital channels or Doctor premises, in such manner as the Aggregator deems fit, after taking permission from Doctor with a soft copy of the signages; such permission shall not be unreasonably denied.
4. Details of the type and form of marketing proposed to be carried out by the Aggregator shall be mutually agreed in writing among the Parties.
5. The cost for co-branded marketing done by the Aggregator within Doctor premises shall be borne by the Aggregator.
6. The cost of any co-branded marketing campaign on mass media channels like radio, print, hoarding or television shall be discussed between the Aggregator and Doctor. The decision of sharing cost shall be based on mutual written agreement between both the Parties.

ADDITIONAL PAYMENT TERMS

1. The Doctor shall use the technology solution provided by the Aggregator ("**Technology Solution**") for all interactions with the Patients referred to the Doctor by the Aggregator. This shall include managing and assigning appointments, generating invoices, rendering prescriptions.
2. By the first week of every month, the Aggregator shall share a settlement statement ("**Monthly Settlement Statement**") with the Doctor providing the break-up for each of the consultation services as detailed above rendered in the previous month.
3. All payments made by the Aggregator to the Doctor shall be subject to withholding taxes and such other taxes as and when applicable.
4. All payment exchanges between the Parties shall be consummated through a direct bank transfer using NEFT/RTGS/IMPS or through a cheque/demand draft/pay order as specified by the Parties.
5. The Parties agree that the Aggregator shall pay the Doctor differential amount, that is, the amount equal to the Doctors Fee minus the Aggregator Fee. Additionally, in order to scale up the business for the Doctor, Aggregator at its discretion may charge the Patient a discounted amount that can be lower than the agreed Doctors fee. In such an event Aggregator shall borne the cost towards the discounted fee and continue to pay the Doctor an amount equal to the Doctors Fee minus the Aggregator Fee. Further, Aggregator may charge the Patient a higher amount and retain the excess amount charged from the Patient over the agreed Doctors Fee. In such events Aggregator shall continue to pay the Doctor an agreed amount, that is, the amount equal to the Doctors Fee minus the Aggregator Fee.
6. All the payments made under this Agreement shall be subject to applicable withholding taxes and such taxes as applicable from time to time.

TERM AND TERMINATION

1. The Effective date stated in the preamble of this Agreement shall be regarded as the date of commencement of this Agreement (“**Commencement Date**”).
2. The Agreement is valid for the Term specified in the Doctor’s Agreement. On the expiry of the Term of this Agreement, the Parties hereto may, by mutual consent in writing, extend the term of this Agreement for such further period or periods and on the terms and conditions as may be mutually agreed between the Parties.
3. Parties hereby agree that the commercial terms between the Parties for the purpose of this Agreement shall be revised and discussed by the Parties thirty (30) days prior to end of Term of this Agreement and the revised agreed terms shall be in written form executed by the Parties, as an addendum to this Agreement.
4. Either Party may terminate this Agreement for (i) breach or non-conformity by the defaulting Party of any of the terms of this Agreement or failure to perform the obligations/duties under this Agreement, which breach or failure, if capable of cure or remedy, has not been cured or remedied within thirty (30) days of the receipt of written notice of such breach or failure from the non-defaulting Party; or (ii) in the event of a Party being ordered to be wound up for any reasons by any court or direction and/or liquidator/receiver being appointed.
5. Notwithstanding anything else contained in this Agreement, the either Party may terminate this Agreement, for any or no reason, at any given point in time by giving the other Party a thirty (30) days’ notice of such termination.
6. Notwithstanding anything else contained in this Agreement, the Aggregator may terminate this Agreement with a week’s notice in the case of provable negligence, fraud or misconduct on the part of the Doctor in performance of the services to be provided by the Doctor to the Patients.
7. Notwithstanding anything else contained in this Agreement, the Doctor may terminate this Agreement with a week’s notice in the case of i. provable negligence or gross misconduct on the part of Aggregator and/or its staff in performance of the services to be provided by Aggregator to the Patients of Doctor and ii. Major malfunction, bug or outage in the TrustHeal platform that affects its services to the Patients of Doctor and provided that bug has not been cured or remedied by the Aggregator within thirty (30) days of the receipt of a written notice by the Doctor in this regard.
8. Upon termination of this Agreement whether by expiry of the Term or early termination the following shall be applicable:
 - a. Both Parties shall settle all accounts and payments due to the other Party as on the date of termination.
 - b. The Doctor shall henceforth return to the Aggregator all TrustHeal/Aggregator specific data, assets, plans, files, computer discs, software, documents, memoranda, instructional manuals and other records which were given to or obtained by the Aggregator by virtue of this Agreement including any other document that was provided to the Aggregator in order to enable the Doctor to provide the services detailed under this Agreement.

DATA PRIVACY & SECURITY

1. Parties shall ensure that all personal information, including without limitation, name, age, address (including postcode), telephone number, or email address, medical records and/or medical information shall be used in accordance with the Aggregator’s privacy policy as defined in www.TrustHeal.co/privacy-policy / and as per applicable laws in relation thereto. Any change in the Aggregator’s privacy policy shall be immediately communicated to Doctor in writing.
2. Neither Party shall disclose personal information without following due course/applicable privacy, security and data protection laws, rules and regulations

including without limitation those restricting cross border transfer of data, and all applicable laws, rules and regulations governing outbound telephone calls, transmission of electronic mail or other electronic messages not limited to SMS or WhatsApp messages or transmission of facsimile messages.

3. Doctor hereby agrees that the Aggregator shall be allowed to use the information/data, including data received of and from the Patients, received by the Aggregator during the term of this Agreement, for the purpose of enhancing the TrustHeal platform technology, research and analysis, in accordance with applicable laws.
4. Aggregator hereby agrees that Doctor shall be allowed to use the information/data, including data received of and from Corporate Clients, received by Doctor during the term of this Agreement, for the purpose of enhancing its workflow, research and analysis, in accordance with applicable laws.
5. The Aggregator agrees that Patient details shall remain confidential and would not be shared with a third-party for marketing or promotional purposes.
6. Without the Aggregator's prior written approval, the Doctor shall not publish or use any advertising, sales promotion or publicity matter relating to the Agreement and/or the Aggregator.
7. The Doctor agrees that the Aggregator for its promotional purposes shall be allowed to use the information provided by the Doctor.

OWNERSHIP OF MATERIAL

1. For the purpose of this Agreement:
 - a. "Doctor-generated Materials" – means any write up, ideas, materials, data, programs or information, including, without limitation, ideas, concepts, whether or not subject to copyright, but not including (i) any data in public domain used by Doctor in those materials and (ii) Third Party Proposals (as defined below).
 - b. "Third Party Proposals" means any ideas, concepts, materials or proposals that Doctor obtains from a third party, so long as Doctor identifies the item as supplied by a third party prior to furnishing it to Aggregator.
2. Assignment of all intellectual property rights in the Doctor generated Materials – Doctor hereby irrevocably and perpetually assigns to the Aggregator all worldwide rights, title and interests in and to intellectual property created, made, conceived, reduced to practice or authored by Doctor, or any persons provided by Doctor either solely or jointly with others, in the Doctor generated Material, including the right to obtain, register, perfect and enforce such rights under applicable laws and conventions. Doctor agrees that the Aggregator will be free to make, have made, use, offer for sale, sell, modify, translate, and import products utilizing the intellectual property assigned to the Aggregator.
3. All plans, ideas, materials, data or information furnished by the Aggregator to the Doctor in connection with the Agreement ("Aggregator-furnished Materials") are the sole property of the Aggregator. The Doctor must not use any of those items at any time in connection with any product or service of any other organization, or for any purpose other than the Doctor's performance of its obligations under the Agreement.
4. Upon termination or expiration of the Agreement, Doctor will transfer to Aggregator title and ownership of all Doctor-generated Material. Thereafter, Aggregator shall have no liability to Doctor arising from Aggregator's use of any of that Doctor-generated Material.

QUALITY OF SERVICE

Parties hereby agrees to:

- (a) provide their services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the services provided under this Agreement;
- (b) ensure the highest quality of work and the delivery of the services with the utmost efficiency and care;
- (c) act in good faith and in the best interests of the other Party;
- (d) keep the other Party informed of all matters of which it ought reasonably be made aware, and provide such information in relation to the provision of the services as may reasonably be required by the other Party; and
- (e) fully comply with their obligations and duties under this Agreement.

ADHERENCE TO TRUSTHEAL PLATFORM

1. Subject to the terms of this Agreement, either Party's permitted representatives including but not limited to employees, contractors, or authorized third party representatives (collectively, "**Representatives**"), may inspect the other party, after seeking permission in advance, to assess whether they are in compliance with the Agreement.
2. In case the inspecting Representatives of either Party observe any gaps at the other Party, in processes required to comply with this agreement the Representatives shall notify the other Party and the other Party shall take corrective actions to bring itself to be in compliance with this Agreement. In case either Party is not able to take corrective action for these gaps to the satisfaction of the other Party, despite having received three (3) notifications, the inspecting Party shall have the right to fix such gaps at its cost and such cost shall be reimbursed by the other Party, as the case may be.

WARRANTY

Each Party warrants that (i) it has the power and authority to execute and deliver this Agreement and is not prohibited from entering into this Agreement; (ii) this Agreement has been duly authorized by all necessary resolutions and upon execution and delivery by it will be a legal, valid and binding obligation against it, enforceable in accordance with its terms; (iii) the execution and delivery of this Agreement by it and the promises, agreements or undertakings under this Agreement do not violate any applicable law, or any rule, regulation or order applicable to it or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instrument to which it is a party or which are applicable to it; and (iv) all services provided by it will be performed in a professional and workmanlike manner and with the highest standard and care.

CONFIDENTIALITY

1. Any information relating to a Patient or about either Party obtained during the subsistence of this Agreement shall remain confidential and the Parties shall not disclose such confidential information to any third party (provided that the Parties may reveal such information to any of their employees, officers, advisers, who have a need to know such information, in each case, subject to the relevant recipient acknowledging the confidential nature of the information) without prior written consent of the disclosing Party.

2. Each Party hereto shall treat as confidential all information of a confidential nature (including but not limited to trade secrets, intellectual property or any rights therein and information of commercial value), which may become known to any of them from any other Party or their respective affiliates. None of the Parties shall reveal any such information to any third party (provided that the Parties may reveal such information to any of their employees, officers, advisers, who have a need to know such information, in each case, subject to the relevant recipient acknowledging the confidential nature of the information) without prior written consent of the disclosing Party.
3. Obligations of confidentiality contained herein shall not apply to any information which is already in the public domain.
4. Legal Obligation to Disclose. Either Party may disclose Confidential Information of the other Party in accordance with a judicial, administrative or governmental order, provided that the Party disclosing the information against the judicial, administrative or governmental order gives the other Party reasonable notice and opportunity prior to such disclosure to take any lawful actions that are available to prevent or minimize the extent of disclosure of the Confidential Information.
5. Parties obligations for confidentiality shall survive the termination of this Agreement.

INDEMNITY

1. Except as covered under this Agreement, Aggregator shall not become or be responsible for any other liability on any account.
2. Doctor shall indemnify, defend and hold Aggregator harmless from all actions, proceedings, complaints, claims, damages, demands, liabilities, costs, expenses, etc arising out of or in relation with:
 - i. any violation of confidentiality obligations,
 - ii. any form of medical negligence,
 - iii. any violation of the intellectual property rights of the Aggregator,
 - iv. any act of willful misconduct, gross negligence by the Doctor and/or its employees/associate,
 - v. any statutory violation,
 - vi. any other act which may have any form of legal impact on the Aggregator.
3. Aggregators liability under this Agreement shall not exceed INR Ten Thousand (10,000).
4. Doctor shall not in any circumstances be liable for any claims or damages in respect of the TrustHeal services rendered by the Aggregator to the Patients under this Agreement.

MISCELLANEOUS

1. Doctor shall be responsible for compliance, and shall ensure that its Doctors comply with all applicable laws and regulations related to the operations of the Doctor, including obtaining all required registrations or licenses, paying government taxes and filing tax returns and following procedures. Doctor shall be responsible for compliance with all agreements, obligations and covenants which affects the Doctor's ability to operate and run Doctor. This Agreement is based on the assumption that the Doctor is in compliance with all such regulations and the information and documents provided by the Doctor in relation to this compliance are true and accurate.
2. Aggregator shall be responsible for compliance, and shall ensure that its employees and staff comply, with all applicable laws and regulations related to the service provided through TrustHeal platform, including obtaining all required registrations or licenses, paying government taxes and filing tax returns and following procedures.

Aggregator shall be responsible for compliance with all agreements, obligations and covenants which affects its ability to operate and run its business. This Agreement is based on the assumption that the Aggregator is in compliance with all such regulations and the information and documents provided by the Aggregator in relation to this compliance are true and accurate.

3. Either Party shall not be characterized as owner, operator, joint venture partner, employee, or a contractor of the other Party.
4. Either Party shall have the right to audit all non-finance records, registers or other documents of the other Party relating to any of the Party's obligations under this Agreement subject to a prior notice in this regard. For the avoidance of doubt, each Party will bear its own costs of conducting or participating in an audit.
5. A Party shall not be liable or required to perform any of its obligations (except for payment obligations) under this Agreement in the event of any contingency beyond the reasonable control of the Party, such as an act of God, flood, earthquake, war or national emergency, insurrection, any epidemic, and/or an act of terrorism and change in government policies. If the delay or failure continues for more than thirty (30) days, either Party may terminate this Agreement in whole or in part, upon notice in writing to the other Party.
6. Nothing in this Agreement shall be deemed to create a partnership or establish a relationship of principal and agent between the Parties hereto or in any manner authorize either Party to bind the other for any purpose and neither Party shall become liable by reason of any representation, action or omission of the other Party except in accordance with the provisions of this Agreement.
7. Except as otherwise expressly limited or provided for herein, neither Party shall assign and transfer any of its rights, privileges, or obligations set forth in, arising under, or created by this Agreement in whole or in part without prior written notice to the other Party.
8. If any term or provision in this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof to that extent will be deemed not to form part of this Agreement and the same shall be replaced by a valid provision, which comes as close as reasonably possible to the original intended purpose of the original provision and the enforceability of the remainder of this Agreement will not be affected.
9. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition and accepted by the Other Party. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.
10. This Agreement shall be amended, changed, modified, supplemented, rescinded or discharged only by a written document signed by both the Parties.
11. Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each, a **"Notice"** for the purposes of this clause) shall be in English, in writing and signed by or on behalf of the Party giving it and must be effected either by hand delivery or through electronic mail with a signed pdf attachment or courier to the relevant addresses set out herein and shall be deemed to be served upon delivery. In the case of notices to Aggregator

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of this Agreement may in the first instance be resolved through conciliation or mediation. In the event that the dispute(s) are not resolved within thirty (30) days from commencement of conciliation/mediation or such longer period as the Parties may agree in writing, either Party may refer the dispute(s) to a sole arbitrator to be appointed with the mutual written consent of the Parties. Arbitral proceedings shall be conducted as per Arbitration and Conciliation Act, 1996 or its subsequent amendment[s]. The seat of arbitration shall be Bangalore, Karnataka and the arbitral proceedings shall be conducted in English. Notwithstanding the provisions of this clause, the Parties hereby submit to the exclusive jurisdiction of the Bangalore courts of competent jurisdiction insofar as it relates to obtaining any injunctive or equitable relief.