



## Memorandum of Understanding

This binding Memorandum of Understanding (the “MOU”) sets out the broad terms and conditions agreed by and between **HealthNest** and **Professional** (each as defined below), and is made and executed on this **08-09-2025**.

### 1. Parties

**HealthNest Connect**, a registered partnership firm under the Indian Partnership Act, 1932, having its principal place of business at First Floor, 15-FF, Pushpraj Shopping Complex, Nutan Mill Compound, Near City Gold Cinema, Saraspur, Ahmedabad, Gujarat, 380018 (hereinafter referred to as “**HealthNest**”) having GSTN 24AARFH9571L1ZL;

**AND**

**razorpay test1**

, a company/ proprietorship/ limited liability partnership/individual, registered under the laws of India, having its place of business at

**Shree Nagar Society, Visnagar, Visnagar, 384315**

and having PAN: **BIAPA2935D**, CIN: **L00000AA0000AAA000000** (hereinafter referred to as “**Professional**”, which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include successors and permitted assigns) of the **SECOND PART**.

HealthNest and the Professional shall hereinafter be collectively referred to as “**Parties**” and severally as “**Party**”, as the context may require.

### 2. Principal Understanding

**2.1** HealthNest is, inter alia, engaged in the business of operating in the digital healthcare space.

- 2.2** HealthNest has developed a digital mobile application (**Medictro**) (“**Application**”) that enables, and facilitates individuals in connecting, and requesting healthcare assistance from qualified healthcare professionals.
- 2.3** The Professional has represented that the Professional possesses requisite medical knowledge and expertise and has adequate resources, infrastructure, and licenses, to render Services (defined below) to the satisfaction of HealthNest.
- 2.4** Pursuant to the above representation, HealthNest is desirous of engaging the Professional to render its Services, subject to the terms and conditions of this MOU.

### **3. Services**

- 3.1** The Professional shall, without limitation to the foregoing, render the following Services:
- 3.1.1** Conduct requisite consultations through the Application;
  - 3.1.2** Prescribe medication in accordance with applicable laws of India;
  - 3.1.3** Provide specialist healthcare professional/s (“**Specialist**”), the details of which shall be posted on the Application for user’s access;
  - 3.1.4** Ensure the availability of the Specialist, and verify the credibility, and expertise of such Specialist;
  - 3.1.5** Maintain adequate infrastructural resources like ambulances, patient beds, and nursing facilities at all times;
- 3.2** The Professional shall procure, and maintain all appropriate and requisite licenses, permissions, consents, releases and/or waivers, throughout the term of this MOU and thereafter, including without limitation, medical practitioner license of all Specialist listed on the Application, and registration license of the Professional, as issued by the appropriate governing / regulatory authorities of India. HealthNest shall be entitled to conduct a due diligence of the chain of title of documents upon intimation to the Professional at any time during the subsistence of this MOU and thereafter, and make copies thereof for its internal business purposes.

### **4. Fee**

- 4.1** In lieu of facilitating the medical assistance between the users and the Professional, HealthNest shall be entitled to retain, in the first instance, and/or levy on the Professional, as solely determined by HealthNest, up to **30.00%** of the total fee received by the Professional from each user availing Professional services through Application, registered on the Application ("**Fee**").
- 4.2** In the event the total fee is first being collected by the Professional, then the Professional shall, within 7 days, remit the Fee to HealthNest.
- 4.3** The Professional shall, at all times, maintain appropriate books of accounts, billing statements, invoices, bills, and such other financial statements, of each user, and make available the same to HealthNest upon its request. For sake of clarity, HealthNest shall have the right to conduct due diligence of books of accounts of Professional, at any time, upon intimation to the Professional.
- 4.4** The Professional further acknowledges and agrees that HealthNest, directly and through its Application, offers various other services which may, in whole or part, be subject to an additional variable fee, determined by HealthNest ("Subscriptions"). In the event the Professional is desirous of availing such additional services, then the Professional shall, upon prior written intimation to HealthNest, be entitled to avail such services, as per the Subscriptions made available on the Application, and/or intimated to the Professional by HealthNest in writing (emails permitted).

## **5. Intellectual Property Rights**

Each Party shall, solely and exclusively, own throughout the universe in perpetuity, including renewal and extension periods, their respective intellectual property rights and nothing in this MOU shall be construed as conferring ownership of the intellectual property right to other Party and/or create assignment or transfer of ownership of rights in respect of any intellectual property in favour of the other Party/Parties in any manner whatsoever, unless specifically granted under the MOU. For sake of clarity, the Parties agree that nothing contained herein shall create any license, assignment or transfer of ownership of rights in respect of any intellectual property rights in favour of other Party/Parties.

## **6. Representation and Warranties**

**6.1** The Parties hereby represent and warrant that: (i) The execution and performance of this MOU is within the power of the Parties and has been duly authorized by the Parties. (ii) The Parties are duly incorporated and organized, validly existing and in good standing. (iii) The Parties are not under any disability, restriction, or prohibition, whether legal, contractual, or otherwise, which shall prevent them from performing or adhering to any of their obligations under this MOU and have not entered into and shall not enter into any agreement that may violate this MOU.

**6.2** Additionally, Professional hereby represents and warrants that: (i) The Professional is duly registered, and has requisite documentations in place for performance of its Services.

(ii) The Professional has verified the credentials of Specialist it suggests and lists on the Application.

(iii) The Professional has provided HealthNest with accurate and updated information with respect to its infrastructure, resources, facilities, and Specialist. Any revisions/updates to the same shall be promptly notified in writing by the Professional to HealthNest. (iv) The Professional shall make timely payments of Fee to HealthNest. (v) The Professional has read and understood the terms of use, and privacy policy of HealthNest, as made available on its Application. (vi) The Professional shall comply with all applicable laws of India. (vii) The representations, and warranties made hereunder by the Professional, is true, accurate and complete.

## **7. Termination**

**7.1** Without prejudice to any rights or remedies available under law, equity, and/or this MOU to HealthNest, HealthNest shall be entitled to terminate this MOU by providing a 07 (seven) day prior written notice in the event of non-performance of Services by the Professional, and/or breach of its obligations, representations and warranties, and failure to cure the same within 03 (three) days from receipt of notice of such non-performance and/or breach by the Professional.

**7.2** In the event of such termination, the Professional shall be liable to refund the entire fees collected by it from users to HealthNest within 15 (fifteen) days from

date of termination.

**7.3** Upon termination and/or expiry of this MOU, HealthNest shall, at its sole discretion, remove/delete/discard the details of the Professional, and/or Specialist from its Application, and suspend the accounts thereof.

**7.4** All provisions of this MOU, which by nature need to survive, shall survive the termination/expiry of the MOU.

## **8. Indemnity**

The Professional hereby undertakes to indemnify, hold harmless and keep indemnified HealthNest, its sub-licensees, partners, successors and representatives, at all times ("Indemnified Party") from and against any and all actions, proceedings, claims, demands, costs (including legal costs, awards, damages) ("Losses"), arising directly or indirectly, as a result of any alleged breach or breach of Professional's representations, undertakings, warranties and obligations, and/or non-performance of Services, and/or non-compliance by Professional of any statutory laws, rules, regulations, and/or policies, governed/regulated by judicial, quasi-judicial and self regulatory bodies of India. Nothing in this Agreement shall limit or exclude the liabilities of the Professional arising from any fraud, negligence, misconduct and/or illegal / unethical acts of the Professional.

This clause shall survive in perpetuity.

## **9. Confidentiality**

Neither Party shall disclose the terms of this MOU, user data, intellectual property rights, and/or any business, financial, strategical information of the Parties (the "**Confidential Information**") to any third party without the other Party's prior written consent. Notwithstanding the foregoing, each Party may disclose the Confidential Information

(i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law; provided, however that the party required to so disclose the Confidential Information of the other party shall use commercially reasonable efforts to minimize such disclosure and shall provide written notice of such disclosure and consult with and assist the other party in obtaining a protective order prior to such disclosure or

(ii) on a "need-to-know" basis under an obligation of confidentiality.

## 10. MOU

This Memorandum of Understanding shall come into existence from date of signing hereof and shall remain effective until the execution of Long Form Agreement (“**LFA**”), unless terminated earlier in accordance with the provisions of this MOU.

## 11. Governing Law & Jurisdiction

This MOU shall, in all respects, be governed by and construed in all respects in accordance with Indian laws. The Parties agree to submit to the exclusive jurisdiction of the courts in Ahmedabad, Gujarat, in connection with any dispute arising out of or in connection with this MOU.

**IN WITNESS WHEREOF the Parties hereto have executed this MOU on the date and year first above written.**

Signed and Accepted by:

**“HealthNest Connect”**

**Rameshbhai N Patel**

Name:

Authorized Signatory

Signed and Accepted by:

**razorpay test1**

Name: **Kem Smith**

Authorized Signatory