



## INTERNATIONAL SERVICE CONTRACT

This Agreement was entered into on the 17<sup>th</sup> Nov 2022 by and between **Welmonde Health Care Private Limited**, a Private Limited Company having its registered office at, 71-72, Jyoti Nivas College Road, 5<sup>th</sup> Block, Koramangala, Bangalore-560034. Represented by **LAXMI, Director (International Business)** and here in after referred to as the First Party:

And

is located at \_\_\_\_\_ represented  
by **XYZ**, authorized Signatory and hereinafter referred to as **second Party**.

### WITNESSETH:

Whereas the First Party is in the business of providing curative and Preventive Health Care and other Medical Services to its members/customers like healthcare services including surgeries and critical care, wellness services including wellness tourism, digital fitness platform, e-pharmacy, alternate medicine, veterinary medicine, nursing services and many more.

Whereas the Second Party is in .....

Whereas as a matter of good gesture, various services are provided by the First Party in its business, although it is not obliged to, and they include the following

- a. Providing specified consultations with several doctors approved and listed by the First Party and at the cost of the First Party.
- b. Providing specified health check-ups and treatments diagnostic centres/hospitals/clinics or client locations which are approved and listed by the First Party and at the cost of the First Party
- c. Providing any treatments or procedures which our registered doctor recommends with the consent of the customer.
- d. Providing wellness services according to the customer's need and preferences.
- e. Providing nursing services
- f. Providing accommodation, airport transfers, Forex services, translation services, and cultural tourism packages.
- g. Proving Medical visa if needed.

Whereas both parties mutually benefit from this contract in as much as the members customers of the second Party would get service from the first Party.

Whereas the parties have finalized the terms and thought it fit to reduce the terms so agreed upon between them into writing.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

1. The first Party shall give services to the customer member of the second Party as agreed under the Schedule of this agreement with the First Party upon a mail communication or through online communication
2. The first party will provide a written communication or confirm the appointment online using the Welmonde user interface as confirmation for such appointments or in case of any changes in the appointment the same shall be communicated to the second party through E-Mail or using the Welmonde user interface and vice-versa.
3. Once the appointment is confirmed, the first Party shall not refuse the service to any member/customer of the second Party However, during emergencies, an appointment can be re-scheduled with the consent of the member/customer and/or the second Party
4. The first party should not share the prices agreed with the second party agreed under this agreement with the customer/member of the second party. In case of any such disclosures, the second party holds the right to hold the payments of the first party and vice-versa.
5. first Party also agrees to co-brand with the second Party to render medical services for corporate customers/member of the second party which may deem fit for the first party and with the mutual agreement between both parties by the means of E-mail communication.
6. The relationship between the members/customers of the First Party and the Second party shall be the same relation that would and if the members/customers of the second Party had independently approached the first Party.
7. The validity of this agreement shall be for a period of 3 years from the date of signing extending to the last day of that calendar month Either Party will have the right to terminate the agreement by giving at least 30 days' notice in writing, clearly mentioning their intention to end the agreement to the ether Party. In the event of termination and abandonment thereof, this Agreement shall become void and shall have no effect, without any liability on the part of any of the parties or their directors, officers, or shareholders in respect of this Agreement.
8. In the event of any dispute, the difference of opinion whatever may at any time arise between the parties in respect of anything contained in this agreement or as to the use, rights, and liabilities, and entitlement or to the interpretation of any terms of this agreement, the same shall be referred to the arbitration of person(s) acceptable to both the parties and the decision shall be final and binding on both the parties.

## INDEMNITY CLAUSE:

1 The first Party hereby agrees that any liability arising due to any default or negligence in providing or performing the Medical services shall be borne exclusively by the first Party who alone shall be responsible for the defect and/or deficiencies in rendering such Medical services.

2 The First Party will handle issues that arise during the facilitation of services like Health appointments, misunderstanding of offers, and issues that are out of the scope of the Second Party.

3. The First Party shall have the right to participate as a party, along with the Second Party or otherwise, in all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Second Party in connection with any of the services under these Terms.

4. The first Party shall be solely responsible for the medical services to be rendered to the Customer/member of the second Party, the second Party shall not be liable in any manner whatsoever for the standards of quality, accuracy, or rates charged by the first Party and/or any other aspect of any service provided to any Customer/member of the second Party by the first Party. The first Party hereby agrees to indemnify, defend and hold harmless the second Party, its present and former officers, directors, employees, agents, and affiliates from and against any losses, claims, damages, liabilities, costs, or expenses (including reasonable attorney's fees and expenses of investigation) incurred by the second Party in relation to the medical services provided by the first Party to any Customer/member of the second Party Member.

## Prices and payment terms

The first party is liable to pay \_\_\_\_\_ of the total bill that spend by the client or member of second party in the cause of the event and it should be paid on completion of the service and payment done by client or member of second party and payment should be given through the agreed bank account of second party and first party shall not have any liability if the second party additionally charged from their client for the other services provided by the second party.

If client is paying to second party for any service providing by first party in advance, second party should transfer that amount to first party after deducting their \_\_\_\_\_ within 24 hours.



IN WITNESS WHEREOF, both the parties have executed this agreement by affixing their signatures on the day, month, and year first above mentioned in the presence of the following witnesses at Bangalore

**WITNESSES:**

1. FIRST PARTY

2. SECOND PARTY