

AGREEMENT

This Agreement (“**Agreement**”) is made and executed upon accepting and clicking on the “I Accept/ I Agree” icon, by and between:

Thrive Art & Soul LLP, a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at 118, 11th Floor, Bajaj Bhavan, Nariman Point, Mumbai 400021(hereinafter referred to as “**Thrive**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors-in-interest and permitted assigns) of the **First Part**;

AND

The practitioner is an adult Indian resident, having a valid PAN Card(hereinafter referred to as the “**Practitioner**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its heirs, executors, successors and permitted assigns) of the **Second Part**.

(“**Thrive**” and “**Practitioner**” are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS

- A. Thrive is *inter alia* engaged in the business of alternative and holistic health services;
- B. The Practitioner is *inter alia* engaged in providing alternative and holistic health service/s ;
- C. Thrive is desirous of getting into an arrangement with the Practitioner for the purpose of appointing the Practitioner as a Wellness Service Provider (as defined below) and providing a platform for the Practitioner on its website ie www.thrive.in(“**Website**”);
- D. The Practitioner confirms that he/she possesses all the necessary talent, experience and professional expertise required to render the services of a Wellness Service Provider on the terms and conditions of this Agreement;
- E. Accordingly, the Parties wish to enter into this Agreement to record the same.

NOW, THEREFORE,the Parties hereto mutually promise, covenant and agree as follows:

<i>S. No.</i>	<i>Provision</i>	<i>Details</i>
1.	Condition Precedent	Notwithstanding anything contained in this Agreement, the appointment of the Practitioner under this Agreement shall not be effective unless and until the Practitioner provides Thrive the copies of its valid and relevant credentials in accordance with Clause 12(2) along with valid Pan Card.
2.	Definition	In this Agreement, (i) capitalised terms defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to

		<p>them herein below:</p> <p>“Acceptance” shall mean acceptance of this Agreement directly or indirectly in electronic form or by means of an electronic record and shall include the Practitioner’s affirmative action of clicking on “I Accept/ I Agree” or the box against these words provided at the end of this Agreement or any other manner of acceptance such as accepting the Terms & Use Policy, start advertising, exhibiting or offering services, by which action the Practitioner accepts the terms and conditions of this Agreement.</p> <p>“Affiliate” in relation to any Party, means, in the case of a natural person, the relatives of such natural person, and in case of an artificial person, any person, which, controls, is controlled by, or is under common control by such artificial person;</p> <p>“Agreement” means this Agreement and any Annexure, Schedule, Exhibit, etc., attached to it or incorporated in it by reference and all instruments, supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with this Agreement’s terms;</p> <p>“Business” means the business of Thrive;</p> <p>“Calendar Year” means the one-year period that begins on January 01 and ends on December 31;</p> <p>“Client” include any and all present or prospective customers and/or patients of the Practitioner;</p> <p>“Competitor(s)” includes all Persons (as defined herein below), whether domestic or foreign, who carry on or who are likely to carry on or to be interested in any business which is same or similar or in competition with the Business (whether alone or jointly with others or whether as principal, agent, or otherwise and whether for its own benefit or that of others), and/or directly or indirectly competes or may have the potential to compete with Thrive and/or its Affiliates;</p> <p>“Confidential Information” shall mean any data and/or information which is confidential and proprietary in nature, including but not limited to information related to Proprietary Information, products, plan, proprietary technology, design rights, commercial secret, including but not limited to the presentations of Thrive and the database library as compiled by Thrive, any confidential market information, customers, assets, affairs, Intellectual Property or other Business related information of Thrive or its Affiliates and/or pertaining to any third parties with which Thrive and/or its Affiliates</p>
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		<p>have relationships, and disclosed to or obtained by the Consultant or to which the Consultant has access in the course of his consultation or that is generated by or utilized in the operations of Thriiveand/or its Affiliates and whether produced or reproduced in graphic, written, electronic, or machine readable form or any media or orally and whether or not the information is expressly stated to be confidential or marketed as such;</p> <p>“Intellectual Property” includes collectively, all (i) presentations containing the data of Thriiveand the database library as compiled by Thriive, (ii) copyrights, patents, database rights, rights in logos, trademarks, trade names, designs, domain names, legally protectable know-how (whether registered or unregistered) and Confidential Information (as defined below), (iii) applications for registration, and rights to apply for registration, of any of the foregoing rights, and (iv) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;</p> <p>“Officers” means any person so authorized by Thriive to give instructions to the Practitioner;</p> <p>“Person” shall include an individual, as association, a corporation, a partnership, a limited liability partnership, a joint venture, a trust, an unincorporated organization, a non-profit organization, a joint stock limited liability partnership or other entity or organization, including a government or political sub-division, or agency or instrumentality thereof and/or any other legal entity recognized as such under the applicable laws of India;</p> <p>“Proprietary Information” includes information about software programs, source and object code, algorithms, trade secrets, designs, know-how, domain names, processes, data, ideas, techniques, works of authorship, business and product development plans, client lists, terms of compensation and performance levels of Thriive’s employees, Practitioners, clients and other information concerning Thriive actual or anticipated business, research or development, prices and pricing structures, marketing and sales information, product lines and any information and materials thereto, or which is received in confidence by or for Thriive from any person, whether or not it is in written or permanent form;</p> <p>“User” shall mean any person who shall access the Website of Thriive;</p> <p>“Wellness Service Provider” shall mean and include all Practitioners of holistic healing modalities (including their affiliates and representatives).</p>
3.	Interpretation	3.1 The terms referred to in this Agreement shall, unless defined

		<p>otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute/legislation;</p> <p>3.2 Reference to statutory provisions shall be construed as meaning and including references to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;</p> <p>3.3 Words denoting the singular shall include the plural and words denoting any gender shall include all genders;</p> <p>3.4 Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Annexure hereto and shall be ignored in construing the same;</p> <p>3.5 Reference to days, months and years are to Gregorian calendar days, months and years, respectively;</p> <p>3.6 Words “directly or indirectly” mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” have the correlative meanings;</p> <p>3.7 Any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in visible form;</p> <p>3.8 The words “include” and “including” are to be construed without limitation.</p>
4.	Obligations of the Parties	<p>4.1 Each of the Parties shall, during the subsistence of this Agreement furnish to the other, all such information as may be in its possession and which is necessary to protect and defend their common interests;</p> <p>4.2 Each Party shall provide the other Party with such information and/or assistance as is reasonably required by the other Party for the performance of its obligations under this Agreement;</p> <p>4.3 Thriive agrees to provide the services as per the Thriivepackage, as more clearly mentioned in Annexure A, opted by the Practitioner.</p>
5.	Term	<p>The Term of this Agreement shall commence upon the execution of the same/ launch of website and shall continue unless terminated earlier in accordance with Clause 15 of this Agreement. The Practitioner’s period of appointment as a Wellness Service Provider shall begin from the date of execution of this Agreement.</p>
6.	Appointment of the Practitioner	<p>6.1 Subject to the provisions for Termination set forth, Thriive hereby appoints the Practitioner for the role of a Wellness Service Provider from the date of execution of this Agreement in accordance with Thriive’s recruitment procedure;</p> <p>6.2 The Practitioner hereby accepts the appointment to act as a Wellness Service Provider, in accordance with the terms of this Agreement.</p>

7.	Consideration	In lieu of the services rendered by Thriive to the Practitioner and subject to the covenants and other provisions of this Agreement, the Practitioner shall pay to Thriive a lump sum consideration depending upon the Packages as selected by the Practitioner as more clearly mentioned in Annexure A .
8.	Electronic Communication	When Practitioner uses the Website or sends emails or other data, information or communication to Thriive, Practitioner agrees and understands that Practitioner is communicating with Thriive through electronic records and Practitioner's consent to receive communications via electronic records from Thriive periodically and as and when required. Thriive will communicate with Practitioner by email or by notices on Practitioner or electronic records on the Website which will be deemed adequate service of notice / electronic record. To the maximum extent permitted under any applicable law, Practitioner hereby waive all Practitioner's rights to challenge the service of documents under any and all legal proceedings if the document is served on your designated electronic address including Practitioner in terms of Information Technology Act, 2000.
9.	Intellectual Property	<p>9.1 The Practitioner agrees and acknowledges that all Intellectual Property shall belong to Thriive absolutely and Thriive alone, at its sole discretion, Thriive shall have the right to exploit all of the said rights by any means throughout the world during and after the Term of this Agreement;</p> <p>9.2 The Practitioner acknowledges that no Intellectual Property shall get transferred through this Agreement;</p> <p>9.3 The obligations set out in this Clause 4 shall survive the termination of this Agreement.</p>
10	Disclaimer	The website, Practitioner and the services including third party services, all content, functions, software, materials and information available or provided in connection with the services are provided on "AS-IS" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. without limiting the foregoing, Thriive makes no warranty that (i) the website or any third party services in relation to the same will meet the Practitioner's requirements or use of the website or any third party services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the website or any third party services in relation to the same will be effective, accurate or reliable; (iii) the quality of the website, or any third party services in relation to the same will meet the Practitioner's expectations; or (iv) any errors or defects in the website or any third party services in relation to the same will be corrected. No advice or information, whether oral or written, obtained by the Practitioner's from Thriive or the third party service providers or through the website shall create any warranty not expressly stated in the terms of use.

11	Practitioner's inability to contract for Thrive	In spite of anything contained in this Agreement to the contrary, the Practitioner shall not have the right to make any contracts or commitments for or on behalf of Thrive without first obtaining the express written consent of Thrive.
12	Representations, Warranties and Covenants	<p>12.1 The Parties hereby represent, covenant and warrant to each other as under:</p> <ul style="list-style-type: none"> a) The Parties have all requisite authority to execute the Agreement, deliver and perform their obligations under this Agreement; and b) The execution and performance of this Agreement by any of the Party does not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement. <p>12.2 In addition to Clause 12.1, the Practitioner represents, covenants, and warrants that:</p> <ul style="list-style-type: none"> (a) he/she shall follow best standards of professional ethics while discharging its obligations under the Agreement; (b) he/she shall not, at any time during the Term of this Agreement, participate in any hazardous activity or dangerous pursuit or voluntarily take any risks which may affect the rendering of the services in the manner prescribed in this Agreement; (c) during and after the Term of this Agreement he/she shall not directly or indirectly make any obscene gesture(s)/acts, or any defamatory statement of any event or any person alive or deceased, material, or anything of an advertising nature or in relation to this Agreement or any Person or entity associated or connected with Thrive or of any of its Client. (d) he/she shall not, at any point in time during or after the Term of this Agreement, directly or indirectly make any negative or false remarks or statements that would cause disrepute, disparagement or defamation to Thrive and/ or its assignees, or the director, employees, agents, or content and service providers of Thrive and/or Person engaged in the Business of Thrive or connected with Thrive; (e) he/she possesses the requisite skill and expertise and the necessary talent, as per generally accepted industry standards, and professional experience as a Wellness Service Provider including valid and relevant credentials and he/she shall provide copies of such valid and relevant credentials to Thrive as and when requested by Thrive; (f) in the event any information as displayed on the profile page of the Practitioner is incorrect, the Practitioner shall immediately inform Thrive to carry out the necessary amendments; (g) he/she shall carry out the services in a lawful manner and in accordance with the laws in force in India and any contravention to the same shall be sole responsibility of the

		<p>Practitioner and no liability shall come on Thriive;</p> <p>(h) the services as provided by the Practitioner to the Clients(s) shall be original and will not invade the privacy or breach of any rights (including any intellectual property rights) of any Person or violate any law, regulation, court order or administrative rule, throughout the Territory;</p> <p>(i) he/she shall not at any time use Thriive's or names of any its Affiliates or Person or entity associated with Thriive, names, logos, trademarks or trade names, in connection with any kind of advertising, promoting, publicity, merchandise, tie-in, product or service, unless specifically authorized by Thriive in writing;</p> <p>(j) he/she undertakes to keep Thriive informed of his/her telephone numbers, address and whereabouts during the Term of the Agreement;</p> <p>(k) he/she warrants that he shall not indulge in any act(s), which are outside the parameters of any laws which may be in force in India, including the Indian Penal Code 1860 and the Narcotic Drugs and Psychotropic Substances Act, 1985;</p> <p>(l) he/she agrees not to engage in any corrupt practices and warrants that he/she has not and will not participate in any corrupt practice and not make any offer, gift or payment, consideration or benefit of any kind, which could be construed as an illegal or corrupt practice, or as an inducement or reward in the course of fulfilling the Practitioner's obligations under this Agreement (collectively referred to as "Corrupt Practices"). The Practitioner warrants that he/she shall abide by all the anti-bribery and money-laundering laws applicable to the parties as well as any regulations provided by Thriive with regard to Corrupt Practices. Notwithstanding anything stated herein, any breach of this Clause 12 shall entitle Thriive to terminate this Agreement immediately;</p> <p>(m) he/she will not, at any time make any grant, assignment or agreement, which will materially conflict or interfere with the rights granted to Thriive under this Agreement in respect of the services;</p> <p>(n) he/she fully understands and hereby undertakes and confirms that it shall not appoint any Person as its proxy/replacement to fulfill the obligations as undertaken herein.</p> <p>12.3 In addition to Clause 12.1, Thriive represents, covenants, and warrants that:</p> <p>(a) they will perform the services under this Agreement in a competent, diligent and professional manner and to the best of their ability and skills;</p> <p>(b) they will abide by, and comply with, all the obligations and</p>
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		<p>commitments as agreed herein;</p> <p>(c) they shall at any time, at is sole discretion, be entitled to display the availability of other Wellness Service Providers on their Website;</p> <p>(d) they shall not be liable to the Practitioner for:</p> <p>(i) any loss or damage to the Practitioner’s property sustained during the Term of this Agreement or while providing services to the Client(s); nor</p> <p>(ii) under any circumstances for any direct, indirect, incidental, special or consequential damages or loss of profits or opportunity, based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory;</p> <p>(e) in event of death or any injury caused to the Practitioner, the said Agreement shall stand terminated.</p>
13	Confidentiality and Non-Disclosure	<p>13.1 Each Party shall be required to keep the Confidential Information and the terms of this Agreement confidential and shall not be permitted to disclose the terms contained in this Agreement to any Person other than its employees and professional advisers (on a need to know basis only) without the prior consent of the other Party. Both Parties shall be entitled to disclose such information to (a) such party’s affiliate and/or (b) such third parties to whom, and only to the extent, it is contractually required to disclose such information. Each Party shall take reasonable precautions, no less rigorous than those taken by such Party to prevent the unauthorized use or disclosure of similar information of its own, to prevent the unauthorized use or disclosure of Confidential Information. Nothing in this Agreement shall prevent the receiving Party from disclosing Confidential Information to the extent the receiving Party is legally compelled to do so by any governmental or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided that prior to any such disclosure, the receiving Party shall (a) assert the confidential nature of the Confidential Information to the agency; (b) immediately notify the disclosing Party in writing of the agency’s order or request to disclose; (c) cooperate fully with the disclosing Party, at the disclosing Party’s expense, in protective order narrowing the scope of the compelled disclosure and protecting its confidentiality;</p> <p>13.2 Notwithstanding the foregoing, the Practitioner shall not (i) disclose or otherwise publicize, in any manner whatsoever, the existence or terms of this Agreement or any other aspect of the relationship between the Parties, or (ii) use the other Party’s name or any trade name, trademark or service mark belonging to the other Party in any form of advertising;</p> <p>13.3 This provision is binding and shall survive the expiry of this Agreement.</p>
14	Non Solicitation	<p>14.1 The Practitioner hereby agrees and undertakes that during the</p>

		<p>Term or at any time pursuant to the Termination of this Agreement, the Practitioner shall not, directly or indirectly, either as an individual on his/her own account or as a partner, Practitioner, Wellness Service Provider, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):</p> <p>a) solicit employment of or advise any of Thriive's existing employees, Practitioners, agents, or content and service providers or any Person who was employed/hired by Thriive within 2 (two) years prior to such solicitation or any Person or organization providing services to or through Thriive to terminate his contract or relationship with Thriive or to accept any contract (directly or indirectly) or other arrangement for providing services to any other Person or organization;</p> <p>14.2 The Practitioner agrees that the restrictions contained in this Clause 14 are reasonable in order to protect the respective legitimate Business of Thriive, and all defenses as to the reasonableness of such restrictions are hereby waived by the Practitioner;</p> <p>14. 3The Obligations set out in this Cause 14 shall survive the termination of this Agreement and/or the termination of the consultation for any reason whatsoever.</p>
15	Termination	<p>15.1 Thriive may, for any reason whatsoever at any time, Terminate this Agreement and the same shall be effective immediately;</p> <p>15.2 Thriive shall have the right to terminate this Agreement and/or suspend the Practitioner's access to the Website for the following reasons, by giving seven (7) days' prior written notice to the other Party if such Party does not remedy the failure within the afore mentioned seven (7) days:</p> <p>a) if the Practitioner breaches any of his/her representations, warranties, covenants or obligations under this Agreement; or</p> <p>b) if the Practitioner commits any willful misconduct or any act lacking in good faith or is found guilty of negligence or misconduct;</p> <p>c) if a third party including the Client(s) reports violation of any of its rights as a result of the services as provided by the Practitioner;</p> <p>d) in the event Thriive has reasonable grounds for suspecting any illegal, fraudulent or abusive activity being carried out on part of the Practitioner;</p> <p>15.3 In the event, the Practitioner is desirous of terminating this Agreement at any time during his/her Term of this Agreement, a written notice of 1 (one) month shall be given. However, no monies shall be returned to the Practitioner by Thriive;</p> <p>15.4 Thriive reserves the rights to waive or reduce the notice period</p>

		<p>solely at their discretion;</p> <p>15.5 Termination by Thriive due to the Practitioner’s misconduct: Notwithstanding anything mentioned above, Thriive may terminate the this Agreement, with immediate effect by a notice in writing, in the event of Practitioner’s misconduct, including but not limited to any fraudulent, dishonest or undisciplined conduct of, or breach or integrity, or embezzlement, or misappropriation or misuse or causing damage to the Thriive’s property, or the Practitioner’s insolvency or conviction for any offence involving moral turpitude, or breach by Practitioner of any terms of this Agreement or abetting a strike in contravention of any law for the time being in force, or the Practitioner conducting himself in a manner which is regarded by the Thriive as prejudicial to its own interests or to the interests of its Clients;</p> <p>15.6 In the event, the Practitioner is in violation of any of the laws/rules/regulations//guidelines applicable in India, Thriive shall be entitled to cancel the consultation of the Practitioner with the Client(s) or take such legal action as may be required;</p> <p>15.7 On termination of this Agreement Thriive will, with immediate effect, block Practitioner’s access to the Website and consequently, Practitioner shall not be able to offer any services to the Clients thereafter; and</p> <p>15.8 A Practitioner, whose arrangement under this Agreement has been terminated by Thriive for any reason whatsoever, shall not have the right to re-register himself/itself as a Practitioner on the Website at any time after such termination, unless Thriive, in its discretion, permits such re-registration.</p> <p>15.9 Termination of this Agreement or suspension of any rights of Practitioner under this Agreement shall not relieve the Practitioner of its duties and obligations towards the Clients after the Client has purchased the services listed by the Practitioner on the Website.</p> <p>15.10 Upon the expiry of this Agreement, the Parties may extend the Term of this Agreement, in writing, by mutual consent;</p> <p>15.11 Any provisions or covenants of this Agreement, which expressly, or by its nature, imposes obligations beyond the expiration or termination of this Agreement, shall survive such expiration or termination.</p>
16	Limitation of liability by Thriive	<p>16.1 In no event whatsoever, shall Thriive or any of its Officers, partners, employees, agents or content and service providers (collectively “Protected Entities”) be liable to the Practitioner for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising, directly or indirectly, from or related to the use of or the inability to use the Website or the content, materials and functions related thereto and the services, even if such Protected Entity has been advised of, or should have known of, the possibility of such damages;</p> <p>16.2 Notwithstanding any provision to the contrary contained in this Agreement, or any other document in relation to the services</p>

		<p>provided under this Agreement, shall the total aggregate liability of the Protected Entities to the Practitioner, arising out of act or omission including but not limited to any misconduct negligence, misrepresentation, misappropriation, fraud, forgery, dishonesty, robbery, theft, breach of confidentiality by any manpower/personnel, under this Agreement or through the services, exceed, in aggregate Rs. 5,000/- (Rupees Five Thousand only);</p> <p>16.3 In the event of any default by the Practitioner or any third party claims or law suits by any Client(s) against the Practitioner:</p> <p>(a) this Agreement shall stand terminated and no monies shall be refunded by Thriive to the Practitioner;</p> <p>(b) the Practitioner shall not join Thriive as a party to any such law suit and in the event,if Thriive is made a party to such a law suit, the Practitioner shall ensure to delete Thriive from any such law suit from third parties and/or Client(s);</p> <p>(c) the Practitioner shall pay to Thriive the damages for any injury to Thriive's reputation.</p>
17	Taxes	Income tax and all other taxes and costs, in relation to this Agreement as well as for any income received through rendering his/her services to the Clients engaged through Thriive, shall be borne by the Practitioner.
18	Indemnification	The Practitioner agrees and undertakes to keep Thriive (and where applicable, its partners, employees, agents or content and service providers),indemnified, at all times, against all costs, losses, damages, settlements, fines and penalties whatsoever, incurred by the other Party in consequence of any breach by that Party of any of his/ her obligations, representations, covenants or warranties hereunder.
19	Principal to Principal basis	This Agreement shall not be deemed to create any partnership, joint venture, agency or employment relationship between the Parties. It is hereby agreed that this Agreement is on a 'principal to principal' basis and neither Party shall describe itself as an agent or representative of the other Party.
20	Miscellaneous	<p>20.1 <u>Notices</u>: Any notice under this Agreement shall be in writing and shall be sent by e-mail or certified or registered mail, return receipt requested, to the respective address of Parties as contained in this Agreement or as may be provided by the Parties. Such notice will be effective upon its delivery.</p> <p>Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to all the other Party not less than 10 (ten) days prior written notice;</p> <p>20.2 <u>Entire Agreement</u>: This Agreement includes any and all annexures, schedules and appendices hereto and represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement previous or contemporaneous oral or written agreements regarding such</p>

		<p>subject matter, and may be amended or modified only by a written instrument signed by a duly authorized agent of each Party. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions. No addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by and on behalf of both Parties;</p> <p>20.3 <u>Modification:</u> Any amendment or alteration to this Agreement, in accordance with any alternation in the Terms & Conditions for the Practitioners on the Website, shall be effective for this Agreement as well. Modifications, if any, to the terms and conditions recorded herein, shall be recorded in the renewal letter, and all other terms and condition shall continue in force for the renewed term of the Agreement;</p> <p>20.4 <u>Severability:</u> If any paragraph, sub-paragraph, or provision of this Agreement, or the applications of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to Persons, or circumstances other than those with respect to which it is held invalid shall not be affected;</p> <p>20.5 <u>Survival of Obligations:</u> Any provision or covenant of this Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination;</p> <p>20.6 <u>Assignment:</u> The Practitioner acknowledges and agrees that Thriive may assign any of its rights under this Agreement to any Person or entity. This Agreement is not assignable by the Practitioner;</p> <p>20.7 <u>Waiver:</u> No failure or delay on the part of the Parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy as a waiver of any preceding or succeeding breach by the other Party to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy in this Agreement all of which are several and cumulative and are not exclusive of each other or of any rights or remedies otherwise available to a Party at law or in equity;</p> <p>20.8 <u>Governing Law:</u> This Agreement shall be governed under the laws of India and the courts of Mumbai shall have exclusive jurisdiction;</p> <p>20.9 <u>Dispute Resolution:</u> If any dispute shall, at any time during the Term or thereafter, arise between the Parties with respect to the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or the rights or obligations of the Parties hereunder, or regarding any question including the question as to whether the termination of this Agreement by either</p>
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Accepted and Agreed by both the Parties.

ANNEXURE-A



Thrive - Registration as a Healer/Therapist

Our Annual Packages ⁱ

Thrive Service Offerings	Earth INR 4,799 Free	Water INR 7,199	Fire INR 11,999
Profile page on our website	✓	✓	✓
Display Certificates	✓	✓	✓
Upload images & video (No. of images & videos)	✓ Images: Max. 5	✓ Images: Max. 12 Videos: Max 1 Video (Duration: Max. 10 min)	✓ Images: Max. 50 Videos: Max 3 Video (Duration: Max. 30 mins .in totality)
Testimonials	✓	✓	✓
Therapy Listing	✓ Max.3 modalities	✓ Max.5 modalities	✓ Unlimited modalities
SEO ranking	✓	✓	✓ Plus priority listing
Account Manager	✓	✓	✓ Designated Manager
Thrive Badge	✓	✓	✓
Thrive Centre	✓	✓	✓
Promotions	×	10% ✓ 2 events	20% ✓ 4 events
“Feature as Healer/Therapist” as a blog	×	×	✓
Newsletter banner	×	×	✓ Once in a year

ⁱ Discounted prices for the launch year (inclusive of Goods & Service Tax).