

AGREEMENT

THIS AGREEMENT IS MADE ON 1st of January, 2022 AT MUMBAI

BETWEEN

Wockhardt Hospitals Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Wockhardt Towers, Bandra Kurla Complex, Mumbai 400 051, hereinafter referred to as "**Wockhardt Hospitals**" or "**WHL**", (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the FIRST PART

AND

-----, having its registered office at -----
-----, hereinafter referred to as "**Health care Faciliator**" or "**HCF**", (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the SECOND PART.

WHL and HCF shall herein wherever the context may so require, be collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS

WHL is engaged in the business of providing healthcare services to the public in India. WHL has established and manages a chain of multi-specialty hospitals across the country. WHL is one of the leading healthcare service providers in India engaged in extending tertiary care healthcare services to its patients;

HCF is an entity engaged in the business of patient assistance and marketing of Indian healthcare services outside India. HCF helps identified patients to avail healthcare services in India by facilitating an introduction with allied healthcare service providers, getting estimates of treatment costs and providing travel assistance to the patients;

WHL has represented to HCF that it is running multi-specialty hospital(s) in India ("**Specialty Hospital(s)**"), and that the Specialty Hospital(s) of WHL have the necessary expertise, skill, personnel, infrastructure to provide the medical services under this Agreement under the service mark/brand name of "Wockhardt Hospitals".

HCF has represented to WHL that they have the necessary expertise required for effectively showcasing, before the overseas patients, the healthcare facilities offered by WHL in India and has offered to identify the prospective patients for WHL and refer them to WHL's Specialty Hospital(s) for the requisite treatment;

AND WHEREAS

WHL, which is interested in promoting and expanding its health care activities / goodwill, and with the said objective is endeavoring to increase the number of overseas patients who are desirous of availing healthcare services at the Specialty Hospital(s) of WHL, based on the representation made by HCF of its expertise, has agreed to partner with the HCF on the terms and conditions as hereinafter contained.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. Scope & Purpose

- a. WHL intends to establish itself in globally as a leading health care service provider in India and thus desires to initiate/increase business from overseas patients willing to avail medical treatment services in India.
- b. HCF with its presence, physically or otherwise, in the geographies outside India has the ability to market WHL's health care services and will use its best efforts to channelize maximum number of patients to WHL's Specialty Hospital(s) in India.
- c. HCF shall independently establish its network in it's geography of operations outside India with the local government/authorities, public communities, hospitals, diagnostic centres, other medical service providers, corporates etc. to identify people in need of medical treatment and update them on the medical services offered by WHL.
- d. WHL and HCF shall jointly identify activities including, but not limited to, consultation camps (OPD), continuous medical education (CME) programmes, super speciality camps to help establish WHL brand and help HCF in its pursuit to develop its network and channelize patient flow to WHL.

2. Term of the Agreement

This Agreement shall be valid for 5 (Five) years commencing from 1st of January, 2022 till 31st December, 2026 and can be further renewed for such term and on such conditions as the parties may mutually agree.

3. Obligations of HCF

- a. HCF shall make all efforts required to create awareness about the medical services available at WHL's Specialty Hospital(s) in India.
- b. HCF shall assimilate details of medical history of the patients to be referred for treatment at WHL's Specialty Hospital(s) in India. Authenticated medical reports shall be forwarded not later than 7 days prior to arrival of patient in India. HCF shall take utmost care in ensuring the correctness of the medical reports forwarded to WHL correspondents, however, HCF shall not be liable for any incorrect, misleading report provided by the patient/patient's family or representatives.
- c. HCF shall facilitate patients travelling from their respective countries with respect to India travel formalities, obtaining permissions from the local authorities etc. as may be required for treatment in India. An indicative list of the assistance required to be provided to the patients is as follows:
 - Confirm the identity and residence of the patients in the respective country of residence and citizenship.
 - Obtaining authenticated medical reports of the patients and co-ordinate with WHL with respect to diagnosis and suggested treatment.
 - Enable interaction with WHL medical/non-medical team via any medium as may be best suitable including video conferencing, phone, internet.
 - To obtain estimate of treatment cost from WHL and explain the patient and co-ordinate to resolve any queries the patients may have.

- To co-ordinate with WHL and ensure collection and remittance of such estimate cost in advance preferably before the patient arrives to India, and in no case later than the time period specified in Clause 5(g) below.
 - Arranging travel (Medical visa, tickets), accommodation and such other assistance as may be required in terms of itinerary and scheduling.
 - Convey to WHL and take confirmation with respect to any specific need of patients other than medical treatment like food preferences etc.
 - For any treatments (including, but not limited to, organ transplants) which require specific approvals from the home country of the patient, HCF shall help patient procure all such relevant permissions. HCF shall also procure any permissions as may be required for such purpose in India and will coordinate with WHL in this regard.
 - In the unfortunate circumstance of patient's death while undergoing treatment at the WHL's Specialty Hospital(s) or during the period of stay in India pre/post discharge, HCF shall coordinate with WHL to comply with local and international compliance requirements. The cost of such compliance will be borne by the Parties as mutually decided. However, cost of transportation of the body outside India will be borne by the patient's family/representative.
- d. HCF shall not use the name of WHL or its logo in any manner in connection with its business without the prior written approval of WHL.
- e. In circumstances where HCF has been given permission to use the name and logo of WHL to promote business, HCF shall ensure that such use is in line with and to safeguard the repute and goodwill of Wockhardt brand. HCF shall keep WHL indemnified against any improper use of name and/or logo of WHL. HCF hereby acknowledges that the brand name and/or logo of WHL are valuable assets of WHL, and that all rights therein along with the goodwill appurtenant thereto belong solely and exclusively to WHL. HCF while using the brand name and/or logo of WHL upon consent of WHL and as per the terms of this Agreement shall not in any way represent that it has any right, title or interest in such brand name and/or logo. HCF shall not at any time acquire or assert any claim of ownership of, or any claim to, the brand name and/or logo or any intellectual property belonging to WHL and/or any goodwill or reputation associated with them, or in any derivation, adaptation or variation of the same.
- f. HCF represents and covenants that it has and it shall at all times comply with all the laws and regulations applicable to HCF, and that WHL relies on the same.
- g. HCF shall not make any effort to reach out to any patient in any manner who has directly contacted WHL for its services unless expressly requested by WHL.
- h. HCF shall not disclose any information with regards to patients or the commercial terms of this Agreement to any third party.

4. Obligations of WHL

- a. WHL shall support HCF in its business development activities (including by way of marketing support, doctor visits, etc.) to develop its network in the agreed geographies.
- b. WHL shall send its observations on the patient reports to the HCF along with the cost estimate for the treatment required by the patient. WHL response shall be based on the reports submitted by patient and hence WHL shall not be liable for any change in diagnosis or increase in costs post arrival of patient and in person interactions with WHL medical team. HCF shall support WHL in its communication to patient and work jointly with WHL to deliver best medical treatment to the patient.

- c. WHL shall ensure proper checks and controls at its Specialty Hospital(s) to provide best possible medical care to the patients.
- d. With respect to patients referred by HCF, WHL shall keep HCF updated on regular basis with details on patient experience and feedback. All communications with such patient with respect to the treatment and the related costs shall also be communicated to HCF.
- e. WHL shall not divert any specific patient query from HCF to any other service partner of WHL. In case of any dispute in this regard, both Parties shall work together to resolve such issue.
- f. WHL shall not disclose any information with regards to patients or the commercial terms of this Agreement to any third party.
- g. In a scenario of HCF wanting to depute one of its personnel at WHL's Specialty Hospital(s) to enable patient servicing, WHL shall provide reasonable support to HCF and its personnel in this regard. The cost or any related expense of such person shall however be the sole responsibility of HCF and WHL shall not be responsible for the same.
- h. In the event, any additional procedure or extended medical treatment or additional services of any kind are identified by the WHL medical team or the patient expresses desire to avail additional medical treatment, WHL shall inform HCF of the same. HCF shall ensure full collection of payment from the patient including for additional medical services, and HCF shall ensure remittance of all such payments to WHL preferably before the patient arrives to India or before patient is discharged from the Hospital, and in no case later than the time period specified in Clause 5 (g) below.

5. Payment & Considerations

- a. In consideration of services rendered, HCF shall be entitled to a fee equivalent to **20% of the treatment cost** (Except OPD Consultation) received by WHL from the patient.
- b. Treatment cost referred above means any amount received from the patient in relation to the medical treatment provided by WHL and excludes any taxes/duties as may be levied and shall also exclude any payment made by patient in relation to non-medical services like statutory fees (Visa, FRRO registration), rentals (Flat/Guesthouse/Car taken separately), shopping, tourism etc.
- c. It is hereby agreed that above fee shall be the sole consideration for the service by HCF to refer patients to WHL's Specialty Hospital(s) in India. Any expense which HCF may incur in relation to the referral of patients shall not be reimbursed by WHL.
- d. HCF shall raise an invoice on WHL on case to case basis with details of the referred patients in connection with whom the services were rendered. Such HCF fees as described above will be inclusive of any taxes as may be applicable on HCF for rendering of such services to WHL and shall be subject to statutory tax deductions under Indian law.
- e. In circumstances where patient is making payment directly to WHL; if no amount or short amount is received from the patient, WHL shall make payment of fees to HCF on the actual amount received by WHL and not on the overall estimates given but not realized.
- f. In circumstances wherein HCF collects payment from patient, HCF shall be responsible for guaranteeing remittance of such payment to WHL in the original currency. In such circumstances, payments will be remitted to WHL preferably before the patient arrives to India and in any case no later than 7 days after the patient's admission at the WHL's Specialty Hospital(s).

- g. In circumstances where the HCF refers patients on credit basis then HCF shall make the payments of treatments availed by the Patients referred by HCF within 15 days of receiving the invoice/bill for the treatments provided. WHL shall share the detailed invoice for which the payment shall be remitted in
- h. Any expense incurred towards marketing/promotion activities (OPD, CME, Camps) mutually decided by WHL and HCF will be shared in ratio as decided between the Parties before such activity is commenced.
- i. All payments made to HCF shall be subject to tax deductions as stipulated by the law.

6. Liability

Neither of the Parties shall be liable to the other on any of the following events:

- a. Improper positive response/recovery in the medical condition of the patient as anticipated in the normal course of delivery of such service.
- b. Any further deterioration or permanent disablement of patient during or post delivery of medical treatment at WHL's Specialty Hospital(s).
- c. In the event of death of patient, before, during or post the treatment, WHL and HCF shall not be liable to each other. WHL shall support HCF in providing information which may be required in adherence to the statutory compliances. HCF shall also update WHL of any rules to be complied with in the country of patient and shall support WHL in proper adherence.

Both Parties shall be liable to keep the other Party in highest regard and represent so to any third party.

Both Parties acknowledges the fact that they have an excellent reputation and corporate image recognized widely by the medical profession as well as the public at large and shall not adversely do or caused to be done any act or omission in professional or private conduct which shall effect the reputation or corporate image of other Party.

7. Declaration of Gainful Interest

As a matter of WHL's policy it would be necessary for HCF to give WHL a declaration on the status of any of his family member having any gainful employment or any business interest with the Wockhardt Group other than the business interest established under this Agreement.

8. Confidentiality

Both Parties shall maintain highest professional confidentiality and shall not disclose any contents of this Agreement, any business transaction under this Agreement to any third party.

HCF shall not disclose any medical records submitted to it by WHL for processing of patient services in any country to any other medical service provider.

9. Assignment & Severability

- a. Neither Party shall assign this Agreement nor transfer any right or benefit under Agreement without prior written consent of the other Party.

- b. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

10. Termination

- a. The arrangement can be terminated by way one month's notice by either Party. In the event of submission of such notice, both Parties shall be liable to continue to support each other to provide services to the patient under treatment at WHL's Specialty Hospital(s) or in the process of evaluation.
- b. Notwithstanding what is stated herein and without limitation, either Party may terminate this Agreement forthwith if it is found that the other Party;
 - i. Is in breach of the terms of this Agreement;
 - ii. Is incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of the services which endangers patient safety;
 - iii. Fails or refuses to provide the services reasonably and properly required hereunder.
- c. Any materials, publications, records and other property belonging to WHL will be used solely for the work of WHL, and upon termination of this Agreement, HCF shall immediately return all such property entrusted back to WHL. HCF shall also not retain any copies or reproductions of any documents in physical, electronic, or any format relating to the affairs of Wockhardt Hospitals unless stipulated by law.
- d. HCF shall:
 - i. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010/FCPA 1977 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010/FCPA 1977/ prevention of corruption laws in India, if such activity, practice or conduct had been carried out in the UK/the USA/India or elsewhere;
 - ii. comply with the WHL Anti-Corruption and Bribery Policy;
 - iii. promptly report to WHL any request or demand which if complied with would amount to a breach of either this Agreement or the WHL Anti-Corruption and Bribery Policy;
 - iv. ensure that any person associated with it who is performing services [or providing goods] in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on WHL in this clause.

Breach of this clause shall be deemed a material breach of this Agreement entitling the WHL to terminate it immediately and liable for recovery of damages

11. Governing Law & Jurisdiction

This Agreement shall be governed by laws of India and all disputes arising out of this Agreement shall be referred to the exclusive jurisdiction of and settled only by the courts in Mumbai (India).

Both Parties understand and shall endeavour to inform the patient that the patient and his / her companion(s), relatives, family members, representatives (as the case may be), shall abide by the terms listed in the consent forms of WHL - to be signed at the time of admission and any dispute or difference of any nature arising under such consent form shall also be governed by laws of India only and be referred only to the exclusive jurisdiction of and settled only by the courts in

Mumbai city (India).

12. Miscellaneous

- a. Nothing contained or implied herein constitutes a Party; the partner, agent or trustee of the other and the relationship between the Parties shall be strictly construed as that intended herein.
- b. No amendment or modification of this Agreement shall take effect unless it is in writing and is executed by duly authorized representatives of the Parties.
- c. This Agreement constitutes the entire agreement of the Parties with respect to matters set forth in this Agreement, and supersedes any prior understanding or agreement, oral or written, with respect to such matters.
- d. All notices required or permitted hereunder shall be in writing and in English language and shall be sent by courier, by fax and email addressed to the address of each Party set out below. Notice shall be deemed to have been served when received.

In the case of notices to WHL:

Address: International Business Department,
Wockhardt Hospitals Limited,
Wockhardt Towers,
Bandra Kurla Complex,
Bandra East – Mumbai, India
Pin code – 400051

Facsimile:

Attention of: International Business Department
Email Id: Somnath.shetty@wockhardthospitals.com

In the case of notices to HCF:

Address: -----
Mumbai, Maharashtra 400054

Facsimile:

Attention of:

Email Id: hemant.rathod@humancareworldwide.com

IN WITNESS WHEREOF BOTH THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE AND PLACE FIRST MENTIONED HEREINABOVE

For
Wockhardt Hospitals Limited

Mr. Somnath Shetty
Head – International Business
Wockhardt Hospitals

For

Health care facilitator
