

Business Alliance Agreement

This Agreement hereinafter referred to as the "**Business Alliance Agreement**", is made at on this day of _____ of the year 20____" between "**E Meditek Global Private Limited**", A company registered under the Companies Act. **Registered Office:** B- 9/6257, Vasant Kunj, New Delhi - 110017, **Corporate Office:** 45 Nathupur Road, DLF Phase - III Gurgaon, Haryana- 122002, Herein after referred to as "**E Meditek**" a party to the first part of the agreement.

AND

_____, a Health care Service Provider / Wellness & lifestyle Service Provider, registered under the companies Act/firm/trust/proprietorship. **Registered Office:** _____ Regional Office: _____ Hereinafter referred to as "**Provider**" a party to the second part of the agreement.

"**E-Meditek** "and the "**Provider** is individually referred to as "**Party**" and collectively referred to as "**Parties**";

WHEREAS

E-Meditek Global Private limited previously known as ABM Portfolio private limited incorporated on November 18, 2005 under the Indian Companies Act, 1956. The company offers fund and fee-based healthcare services to its customers and clients and is a trusted and customer-centric, one-stop healthcare services provider in India.

E-Meditek caters to the diverse needs of retail, corporate and institutional customers, directly or indirectly, through its subsidiaries across various areas of Healthcare business namely the discounted Healthcare solution, Insurance Third Party Assistance and other medical and concierge Services.

The Parties agree as follows:

Definitions:

"Acquiring Bank": A bank which would install an EDC machine and also route the transaction through their server and charge a nominal fee against every transaction as defined from time to time or permitted by RBI;

"Affiliate" of a person shall mean any person that at the time of entering into this Agreement, or at any future date, directly or indirectly is in control of, is controlled by, or is under common control with, E-MEDITEK, or any director of E-MEDITEK;

"Commencement Date": As defined in Clause 1 of this Agreement;

"E-MEDITEKCard /Medicash Card E-Meditek Membership card issued by E-MEDITEK to its Member that contains minimum personal information on the face of the card or **Medicash Card** magnetic strip plastic Card with or without VISA logo Issued to Individual or corporate. Such membership card may be plain paper laminated/ non-laminated and with or without photograph or a magnetic strip card which is co-branded with VISA, and any issuing Bank with the concept logo of **Medi-Cash**.

"E-MEDITEK Member/Member": An individual who has been registered or enrolled with E-MEDITEK on behalf of the Parties for the pre-defined medical/Lifestyle benefits;

"E-MEDITEK web portals": A web portal is a web site that functions as a point of access to information in the World Wide Web. E-MEDITEK portals includes www.emeditekwellness.com or www.medicash.co.in & www.emeditek.com ,whereby clients and business partners of E-MEDITEK can access the necessary information or transact online and it also displays provider's information including location, name of practicing doctor/s registered with the IMA, tariffs and discounts are accessible to E-Meditek Members presents information from diverse sources in a unified way

"Loyalty Program": A program operated by E-MEDITEK that shall entitle the E-Meditek Members for such discounts and/or cash back facility as may be agreed between E-MEDITEK and the Provider;

"Malpractice": Any instance of negligence or incompetence, on part of the Provider in carrying out his duties and obligations under this Agreement;

"Medicash Card": A reloadable prepaid card issued by the Issuing Bank to an E-MEDITEK Member pursuant to which a payment pre-authorized by E-MEDITEK will be paid to the Provider for the healthcare services provided by the Provider;

"Provider (NSP)": An establishment engaged in the business of providing various medical facilities and Lifestyle treatment to the general public;

"Discount": Percentage and nature of discounts as agreed by the Provider for E-Meditek Members whose payment is to be done through the Medicash Card. These discounts are to be debited from the account of the Provider depending upon the e-meditek customer visiting the Provider on weekly or monthly basis through Electronic Clearance Service & cash back into customers Account .The nature and percentage of discount is stated under **Annexure - IV** of this Agreement;

"Outpatient Treatment": shall mean any treatment/procedure which requires less than 24 hours hospitalization;

"Payment Platform": All payments to be made by the Customer through Prepaid Visa card or to the merchant.

"Term": Term of the Agreement is 3(Three) years commence from the date as mentioned in clause 1of this agreement;

Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

1. TERM OF THIS AGREEMENT

This Agreement shall be effective from _____ day of _____ ("Commencement Date") 20 _____ for a period of 3 years ("Term") and may be renewed in writing by mutual consent of the Parties.

2. SCOPE OF SERVICES

2.1 That the Parties agree that any Member availing the services of a Provider shall have the discretion to choose any particular Provider (or any practicing consultant of the Provider).

2.2 That NSP is warranted that it shall provide any or all of the following services: Consultation, Dental treatment & procedures, Outpatient services, preventive health check-ups, Dental check Ups, pharmacy, diagnostic services, spa/salon/gym services & other medical or paramedical services to E-Meditek Members (along with the discount as agreed between E-Meditek & provider) in the same manner and style as it provides to the general public. At no point of time NSP shall be charging the E-Meditek Members more than its agreed tariff under this agreement and such charges will not be more than the published tariff of the Provider in any case. E-MEDITEK shall have right to display and/or circulate any such information that has been provided by the Provider about its services and facilities.

2.3 That in case the Provider fails to deliver its obligations or service as per the terms of this Agreement to the E-MEDITEK Member, the Provider would be completely responsible and liable for the same and not E-MEDITEK. Also the provider shall indemnify the E-MEDITEK Member for any such failure related to the stipulated terms and condition of the agreement.

2.4 The service provider shall include compulsory display of the sticker or any other material provided by E-MEDITEK/BANK/VISA in case the Provider has consented to be a part of Medi-cash network of E-MEDITEK.

3. OBLIGATIONS OF PROVIDER

Provider shall ensure that it is complying with all laws in force, which are enacted from time to time and is not barred for practicing/providing health services by any authority. In case of a breach Provider shall inform E-MEDITEK which might affect the Agreement between both the Parties. Provider shall collect all the charges / fee directly from the member through the Medicash Card.

4 BILLING, DOCUMENTATION & DISCOUNTS

4.1 Provider shall provide their fee schedule i.e. the schedule of tariffs to the E-MEDITEK in Hard copy form which can be placed in the payable domain by E-MEDITEK.

4.2 The Provider shall list the applicable package charges and other fee schedule that shall be applicable to Members as the case may be, to E-MEDITEK. Any change in the tariff/ Fee schedule need to be shared with E-meditek for updating the Database.

4.3 Provider shall offer various Discounts to E-Meditek Members as a special privilege such discounts will include but not limited to Network Discount, Volume Discount, and MEDI-CASH Discount. These discounts shall also be applicable for the services that are being directly availed by the E-MEDITEK member but not administered by E-MEDITEK. It will be obligatory on part of the Provider that the applicable discount is offered to the E-MEDITEK member on production of its E-MEDITEK Identity Card or confirmation of E-Meditek Membership thru the call center of E-MEDITEK.

5. **GENERAL RESPONSIBILITIES AND OBLIGATIONS OF NSP:**

Provider shall provide highest level of service, to the complete satisfaction of the E-Meditek cardholder. Provider shall solely be liable and responsible for any legal action by the E-MEDITEK Member in case of any deficiency in the services provided by doctors, consultants or any other employee of the Provider.

6. **OBLIGATIONS ON PART OF E-MEDITEK**

6.1 **E-Meditek** shall ensure that it is complying with all laws in force, which are enacted from time to time and is not barred for practicing/providing health services by any authority. In case of a breach Provider shall inform provider which might affect the Agreement between both the Parties.

7. **TERMINATION**

7.1 This Agreement may be terminated before the expiry of the Term by either Party by giving 3 (three)months prior written notice, provided that this Agreement shall remain effective thereafter with respect to all rights and obligations incurred or committed prior to termination as per this Clause 7.

7.2 Notwithstanding any of the provisions of this Agreement, E-MEDITEK may terminate this Agreement without serving any prior notice, in case Provider does not comply any of the terms and conditions of this Agreement or any statutory norms as may be applicable during the Term of this Agreement.

7.3 In case the Provider has indulged in any Malpractice, while undertaking its obligations under this Agreement, which has had or may have had any detrimental effect to any E-MEDITEK Member, E-MEDITEK shall have the right to forfeit the entire amount outstanding to Provider which may have accrued in the past or may accrue in future, from the day on which E-MEDITEK becomes aware of such Malpractice.

8. **MISCELLANEOUS**

8.1 All amendments to the Agreement shall be mutually agreed to in writing.

8.2 If any provision of this Agreement is held by any Court or other competent authority to be invalid or unenforceable in part, then this Agreement shall continue to be valid as to its other provisions.

8.3 No waiver by any Party with respect to any provision shall affect rights and liabilities of other provisions and it shall not act as waiver of any remedy available for breach of that very provision, condition or requirement in the future

9. **NON-SOLICITATION**

Both Parties hereby agree that they shall not solicit each other's employees or clients in any manner during the Term of this Agreement and for a period of 1 year after the expiry/termination of this Agreement.

10. **CONFIDENTIAL INFORMATION**

Both Parties will at all times during the Term of this Agreement shall keep confidential (and ensure that its employees, officers and agents will keep confidential) any information that it may be privy to due to this Agreement (including all information relating to patients, their medical records, insurance details, charges, fees, billing details and procedures etc.) ("Confidential Information") and must not use or disclose such Confidential Information to any third party without prior written consent of the other Party. The obligations under this Clause 10 shall continue for the Term and for a period of 5 years after the expiry/termination of this Agreement.

11. INDEMINITY

Each Party agrees to indemnify the other Party from any actions, claims, suits, losses, damages, costs, expenses (including reasonable legal expenses and attorney fees), penalties arising out of or in relation to any breach of the terms of this Agreement failure to comply with all applicable laws and statutory obligations.

12. EFFECTS OF BREACH

In the event of a breach of or non-compliance with any of the provisions of this Agreement, the other Party shall have the right to recover damages from the Party in breach.

13. ASSIGNMENT

E-MEDITEK will have the right to transfer and assign any of their rights and obligations under this Agreement to an Affiliate without giving any advance notice to the Provider.

14. NOTICES

Any notice or information required or authorized by this Agreement to be given shall be in written English and sent by registered post or by courier or by facsimile transmission, e-mail or comparable means of communication (provided that a confirmation copy of the same is sent by registered post or by courier within 24 hours of transmission. Such notices shall be sent to the following addresses of the respective Party, unless any change therein has been communicated in writing to the other Party:

E-Meditek Global Private Limited
45,Nathupur Road, DLF-Phase III Gurgaon
Contact: 0124-4466600,
Fax: 0124-4466677
Email: info@emeditek.com

Provider]

[Insert address of

15. FORCE MAJEURE EVENT

Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected ("Force Majeure Event"). The Party prevented from performing its obligations due to such Force Majeure Event shall notify the other Party in writing within 7days of occurrence of such Force Majeure Event. Upon cessation of a Force Majeure Event, the affected Party will give prompt notice in writing to the other Party of such cessation.

16. JURISDICTION

This Agreement shall be governed by the laws applicable in the Republic of India and any disputes arising in relation to this Agreement shall be subject to the exclusive jurisdiction of the Courts at _____.

IN WITNESS WHEREOF the Parties hereto have set their hands and affixed the seals on the date and year first above written:

Signed by

For E Meditek Global Pvt.Ltd

Signed and delivered by

For _____ -

Authorized Signatory

Authorized Signatory

Witnesses:

Witnesses:

1.

1.

2.

2.