

## DOCTOR AGREEMENT

THIS AGREEMENT made at \_\_\_\_\_ on this \_\_\_\_\_ Day of \_\_\_\_\_ 2015 by and between **Dr.** \_\_\_\_\_, specialist in \_\_\_\_\_ (being a Medical Practitioner; hereinafter referred to as the “Consultant”), of the First Part;

AND

**Healtzen Services Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at J 18 NDSE 1, New Delhi 110049- (hereinafter referred to as the “Company” which expression shall mean and include unless repugnant to the context its successors, legal representatives and assigns) of the Second Part.

### WHEREAS:

- (A) The Company has set up a website <https://www.actozen.com/> (“Website”) whereby users of the Website can schedule appointments with and consult medical specialists/practitioners online.
- (B) The Consultant is a medical practitioner and has approached the Company to list the Consultant on the Company’s Website and has offered to provide his expertise, experience, and skills as a medical practitioner to the subscribers/ patients enrolled with the Company on terms and conditions contained hereunder for mutual benefit.

**NOW THEREFORE THE PARTIES HERETO AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:**

### 1. TERM AND NATURE OF THE AGREEMENT

- 1.1 The Agreement shall be valid for a **duration of the Consultant’s presence on www.actozen.com** in accordance with the terms of the Agreement. There can be instances when the above mentioned letter of renewal may not be signed due to various reasons. This Agreement shall automatically renew itself on payment of the Subscription fees by the Consultant.
- 1.2 The Agreement is being entered into on a Principal to Principal basis. The Consultant is an independent consultant and not an agent and/or employee of Company. Consultant agrees that it will not represent that

he is an agent of Company nor hold himself out as such. Consultant shall not enter into any agreement or arrangement which will bind Company legally or otherwise.

## **2. ARRANGEMENT**

2.1 That during the Term, the Consultant shall be listed as a medical practitioner on the Company's Website and shall perform all related services thereto ("**Services**"). The Services shall include, but not be limited to the following:

- a) Honoring appointments that have been made on the Website;
- b) Being available for online consultations;
- c) Rendering sound medical advice to the users of the Website

The scope of Service is more particularly described in Annexure A: Scope of Service of this document.

2.2 The Parties further agree that if any responsibility not specifically described in this Agreement is found to be an inherent, necessary or customary part of the Services and/or required for proper performance or provision of the Services; Services to be delivered by the Consultant.

2.3 During the Term or until Consultant's Services hereunder are terminated, whichever occurs earlier, Consultant hereby agrees not to engage in any activity that may in any manner cause a conflict of interest with the duties and responsibilities under this Agreement.

## **3. RIGHTS AND OBLIGATIONS OF THE CONSULTANT**

3.1 Services in General:

- a. Consultant shall at all times provide prompt and efficient Services to the satisfaction of the Company. The Consultant agrees that time is the essence of this Agreement.
- b. The Consultant shall, during the Term, honestly, diligently and faithfully advise /serve the users of the Company's and use his utmost endeavor to promote interests of Company.
- c. Consultant shall be entirely responsible for deployment of necessary resources for providing the Services.
- d. If the Company reasonably believes that the Consultant is failing to render the services in accordance with this Agreement, the Company may order the Consultant to stop the said Services until such time as the cause for such stop order has been eliminated.
- e. Consultant shall take all measures necessary to ensure secrecy and confidentiality of confidential and proprietary information of the Company as well as the subscribers/ patients of the company including such other or additional measures as may be required by the Company.

3.2 Maintaining Records Regarding Services:

- a. Consultant shall maintain complete and accurate records and all supporting documentation as sufficient and necessary to document the Services in accordance with any reporting requirements as may be provided under this Agreement in such connection.

3.3 Complying with all applicable laws:

- a. The Consultant shall it performs its obligations and provide the Services in compliance with the applicable laws.

- b. The Consultant shall be solely liable for all statutory and legal compliances and undertakes to pay all legal charges like taxes, fees, levies etc. as may be due and payable under various laws.

3.4 Remaining Responsible for Itself and medical advice rendered thereto:

- a. The Consultant shall under no circumstances have the right to commit on behalf of the Company or bind the Company in any manner or enter into any agreement/arrangement in the name of or purporting to be in the name of the Company;
- b. Notwithstanding anything elsewhere; the Consultant understands that it alone stands responsible for its infrastructure and facilities and that Healtzen shall not bear or have any responsibility or liability with respect to the same.
- c. It is hereby clarified that the Consultant shall be solely liable and responsible for medical advice or any related advice rendered by the Consultant to the Users of the Website. Notwithstanding anything else contained herein, the Consultant shall indemnify, defend and hold Company harmless from all actions, proceedings, complaints, claims, damages, demands, liabilities, costs, expenses, etc arising out of or in relation to medical advice rendered by the Consultant.

3.5 Use of Company's Assets:

- a. The Consultant shall be responsible for proper usage of all the assets provided by the Company pursuant to this Agreement.
- b. On expiry or termination of this Agreement, the Consultant shall immediately return all assets of the Company including but not limited to data, plans, files, computer discs, software, documents, memoranda, instructional manuals and other records which were given to or obtained by, the Company by virtue of this Agreement.

## 4. RIGHTS AND OBLIGATIONS OF THE COMPANY

4.1 Company to Have the Right to Enter into Similar Arrangements:

Company shall always be entitled to enter into any arrangement similar to this Agreement or any part thereof with any other party at any time even while this Agreement is continuing and the Consultant unequivocally agrees to that.

4.2 Co-ordination with the Consultant:

Company shall nominate one or more of its functionaries for co-ordination and interaction with the Consultant for the purposes of this Agreement.

## 5. CONSIDERATION

- 5.1 In consideration of the Company listing the Consultant on its Website for mutual benefit the Consultant shall pay to the Company a sum of \_\_\_\_\_ **per month**, exclusive of Service Taxes as applicable (hereinafter referred to as "**Fees**"). This cost may be subject to revision from time to time after due notice by the Company to the Consultant.

## 6. CONFIDENTIALITY

- 6.1 Consultant acknowledges that this Agreement creates a confidential relationship between Consultant and Company. That confidential relationship is the basis on which the Company may disclose Company's commercially valuable, proprietary, confidential information to Consultant. Such information shall be a trade secret of Company. Consultant shall hold such information in strict confidence, and shall neither

disclose the same to any third party nor use it for purposes other than providing Services under this Agreement. Consultant shall safeguard all material, whether written or otherwise, which Company supplies to Consultant and shall not copy or duplicate such materials, without Company's prior written approval/consent.

- 6.2 Any information passed by Company to Consultant for execution of this Agreement, in particular, details regarding the data related to accrual valuation, shall be held by Consultant as confidential information and Consultant shall indemnify and hold harmless Company against breach of the said obligations. The Consultant acknowledges that unauthorized disclosure of such information/documents will cause the Company loss and damage and the Consultant further agrees that breach of this provision entitles the Company to injunctive relief without prejudice to any other remedies available to under law.
- 6.3 The contents of the Agreement shall be deemed to be confidential.
- 6.4 That Consultant shall keep all information relating to the business of Company or obtained by it during the course of its dealing with Company completely confidential, during the Term and two (2) years thereafter, completely confidential. All the confidentiality conditions applicable to Company in respect of contracts, under which Company is required to maintain the Confidentiality, shall mutatis-mutandis apply to Consultant.

## **7. TERMINATION**

- 7.1 Company has the right to extend this Agreement for further periods on the terms and conditions as will be mutually agreed upon, as per sub clause 1.1 of Clause 1.
- 7.2 This arrangement may be terminated for convenience by either side, by giving one (1) month's notice or one (1) month's Fees in lieu thereof.
- 7.3 The Company shall have the right to terminate the contract if the Consultant is not diligently honoring his appointments, or is found to be damaging the reputation of the Company for any reason.
- 7.3 Notwithstanding anything elsewhere under the Contract, Company shall have the right to terminate the Contract forthwith, without giving any prior notice, in case of a statutory violation.

## **8. REPRESENTATION AND WARRANTIES**

- 8.1 Consultant represents and warrants to the Company that;
- a. This Agreement creates a binding and legally enforceable Agreement on the Consultant and the Company has the requisite rights, powers and titles to grant and convey to Company, the covenants, commitments and undertakings set forth herein;
  - b. He/she has the right to enter into and fully perform this Agreement, and entering into this Agreement with the Company will not in any way infringe upon or violate any applicable law, rule or regulation, any contract with a third party or any rights of any third person.
  - c. He/she shall provide the Service(s) within the time lines specified from time to time.
  - d. He shall provide the Services in a diligent manner anywhere in India and keep herself abreast of the latest developments in the field.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The Consultant understands and agrees that nothing herein shall give him any rights, to use or otherwise, title or interest whatsoever in the intellectual property or the goodwill attached to the Website. The Consultant further agrees that he shall at all times recognize the validity and ownership of the Company and/or any of its affiliates, subsidiaries and/or group companies, as the case may be, over the intellectual property rights and shall not at any time put in issue their validity or ownership.
- 9.2 The Consultant undertakes not to adopt or use any name, corporate name, trading name, title of establishment, or other commercial designation which includes any of the names, characters, artwork, designs, trade names, trademarks, or service marks of the Company and/or its affiliates/group companies, or any that is confusingly similar to any of them.
- 9.3 Without the Company's prior written approval, the Consultant shall not publish or use any advertising, sales promotion or publicity matter relating to the Agreement and/or the Company.
- 9.4 The Consultant agrees that the Company for its promotional purposes shall be allowed to use the information provided by the Consultant as well as use the articles posted by the Consultant on the Company website on various platforms across the board.

## **10. OWNERSHIP OF MATERIAL**

- 10.1 For the purpose of this Agreement:
- a. "Consultant-generated materials" – means any write up, ideas, materials, data, programs or information, including, without limitation, ideas, concepts, whether or not subject to copyright, but not including (i) any data in public domain used by Consultant in those materials and (ii) Third Party Proposals (as defined below).
  - b. "Third Party Proposals" means any ideas, concepts, materials or proposals that Consultant obtains from a third party, so long as Consultant identifies the item as supplied by a third party prior to furnishing it to Company.
- 10.2 Assignment of all intellectual property rights in the Consultant generated materials–Consultant hereby irrevocably and perpetually assigns to the Company all worldwide rights, title and interests in and to intellectual property created, made, conceived, reduced to practice or authored by Consultant, or any persons provided by Consultant either solely or jointly with others, in the Consultant generated material, including the right to obtain, register, perfect and enforce such rights under applicable laws and conventions. Consultant agrees that the Company will be free to make, have made, use, offer for sale, sell, modify, translate, and import products utilizing the intellectual property assigned to the Company.
- 10.3 All plans, ideas, materials, data or information furnished by the Company to the Consultant in connection with the Agreement ("Company-furnished materials") are the sole property of the Company. Consultant must not use any of those items at any time in connection with any product or service of any other organization, or for any purpose other than Consultant's performance of its obligations under the Agreement.
- 10.4 Upon termination or expiration of the Agreement, Consultant will transfer to Company title and ownership of all Consultant-generated material. Thereafter, Company shall have no liability to Consultant arising from Company's use of any of that Consultant-generated material.

## 11. INDEMNIFICATION

- 11.1 Except as covered under this Agreement, Company shall not become or be responsible for any other liability on any account.
- 11.2 Consultant shall indemnify, defend and hold Company harmless from all actions, proceedings, complaints, claims, damages, demands, liabilities, costs, expenses, etc arising out of or in relation with:
- a. any violation of confidentiality obligations,;
  - b. any form of medical negligence
  - c. any violation of the intellectual property rights of the Company;
  - d. any act of wilful misconduct, gross negligence by the Consultant and/or its employees;
  - e. any statutory violation
  - f. any other act which may have any form of legal impact on the company

## 12. GENERAL TERMS

- 12.1 **Amendment:** The Agreement cannot be amended except by a written instrument duly executed by both Parties.
- 12.2 **Assignment:** The Agreement shall not be assigned or transferred, in whole or part, by the Consultant, without the prior written consent of the Company.
- 12.3 **Notices:** Any notice under the Agreement must be in writing, and may be sent by registered post or courier or may be served through e mail, addressed to the party to be notified, postage-prepaid and registered or certified with a return receipt requested. In case any notice is hand delivered it must contain a receiving from the other Party. Notices shall be sent to the last known and/or registered office address of the Party concerned. The Consultant shall forthwith advise the Company of any change in its address.
- 12.4 **Force Majeure:** The Parties shall not be liable for performing their obligations contemplated here in the event of the occurrence of any unforeseen occurrences due to adverse change in laws, event of vandalism and public unrest or unforeseen events like fire, floods, storms, cyclones, exceptionally adverse weather conditions, act of war, riots, strikes, rebellion, restraints, insurrection, terrorist or military action, nuclear blast / explosion, politically motivated sabotage or civil commotion or civil disorder, orders of governmental or other statutory authorities; state/national emergency and acts of God beyond the reasonable control of the Parties, or any other similar causes or any other act(s) or circumstance(s) beyond either Party's reasonable control that was not reasonably foreseeable and that could not have been prevented with due diligence and have not been caused due to the acts or omissions of either Party.
- 12.5 **Survival:** The Parties hereby agree that all the provisions relating to warranty including intellectual property warranty, indemnity and confidentiality shall survive termination of the Agreement.
- 12.6 **Waiver:** Failure by any of the Parties to exercise promptly any option or right granted, or to require strict performance of any obligation herein imposed shall not be deemed to be a waiver of such rights or of the right to demand subsequent performance of any and all obligations herein imposed.
- 12.7 **Severability:** If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without

in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

12.8 **Governing Law and Jurisdiction:** The Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable in India. The courts at Delhi shall have the exclusive jurisdiction to entertain any dispute or proceeding arising out of or in relation to the Agreement.

12.9 **Entire Agreement:** The Agreement, including the relevant Annexes hereto represents the entire agreement between the Parties and supersedes and cancels all previous negotiations, agreements or commitments (whether written or oral) with respect to the subject matter hereof. The Agreement shall be executed by the authorized representatives of both Parties. The original of the Agreement will be retained by the Company and its duly executed copy will be retained by the Consultant.

**IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR RESPECTIVE HANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN. THIS AGREEMENT STANDS BINDING INCASE THE CONSULTANT HAS REGISTERED DIRECTLY ON THE PAGE AND HAS AGREED TO THE TERMS AND CONDITIONS, PRIVACY POLICY, AND THIS DOCTORS AGREEMENT, IN WHICH CASE SIGNATURES WILL NOT BE REQUIRED.**

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| SIGNED AND DELIVERED<br><br><br><br><br><br><br><br><br><br><hr/> | SIGNED AND DELIVERED<br>On behalf of <b>Healtzen Services Private Limited</b><br><br><br><br><br><br><br><br><br><br><hr/> <b>(Authorized Signatory)</b> |
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## **ANNEXURE A: SCOPE OF SERVICE**

The Consultant shall:

- i. Agree to honor the appointments that are booked on the Website;
  - ii. Be intimated of an appointment booking by text and/or email, based on your preference and you will have the option of rescheduling or canceling the appointment at that time.
  - iii. Answer the questions asked by users on the website under the title “Personal Query” to the best of his/her ability in a timely manner
  - iv. Answer the questions asked by users on the website under the title “Group Query” to the best of his/her ability within 72 hours of query being asked.
- Patient’s history will be forwarded to you on the day of the appointment for you to be prepared.
  - You have to be present for the online consultation, a subordinate or someone from your staff may not take the consultation.
  - You agree to pay a subscription fee of INR 1000 per month, semi-annually for the time you want to be registered on the website. This fee is subject to revision and can only be enforced on contract renewal or a new contract.
  - You promise to make atleast 1 contribution to DocScope per quarter (4 in one year).
  - You agree to not send spam or promotional messages to any users for your services via messaging on the website, emails, or anywhere on the website. Should any user flag you for sending spam or promotional messages, your account will be suspended and your case will be subjected to internal investigation.
  - You understand and agree that your contributions to DocScope, Discussions, and Groups section do not under any circumstance count as consultations and there should be no monetary transaction for it.
  - You agree not to divulge your login information to anyone, and that no one but yourself will be operating this account.
  - You understand that you will be provided patients’ sensitive information for consultation purposes. You agree to adhere by the rules outlined in the Indian Medical Act and not utilize this sensitive patient information for any other purpose except consultation.
  - You understand and agree to the Privacy Policy, Terms of Use, and User agreement policies on the website.
  - You agree that all information posted on your profile page (Affiliations, Expertise, Background, Recognition, Interests) is accurate to your truest knowledge. Changes to information on your profile page can only be made by you and no one else
  - You understand and agree to the Actozen policy that you cannot initiate a conversation with patients who have not consulted you through the website. Patients can initiate a conversation with you (send the first message through discussions, groups, or personal message in the inbox) and you are free to respond to them.
  - Sending messages or answering questions through messages (discussions, groups, or personal message through inbox) does not under any circumstance constitute a consultation, or one you can charge the user for. If the patient user seeks medical advice worthy of a consultation, they should be prompted to book a consultation (either in your physical clinic, or online through the website).

- All information volunteered by you for your profile and clinic profile, or information you share with other users on the website through messaging, discussions, groups, or any other form will be governed by the Actozen Terms of Use and Privacy Policy.
- Your contribution to DocScope is your own expertise and that you have answered the questions yourself. If you are using information found on other sources, then you will mention these sources in your contribution. The Actozen team shall not be held responsible for your failure to credit the sources you have used, and your contribution will be taken off the website at the earliest.
- You are free to join any group or discussion on the website. There might be some groups or discussion for which you might need to seek permission from the founder of the group or discussion.
- You will follow the rules of the Indian Medical Council Act of 1956 and ensure that all actions on the website are in accordance with the Indian Medical Council Act.
- You can opt out of your membership on Actozen.com at anytime by sending an email to [contact@actozen.com](mailto:contact@actozen.com) or by calling our helpline numbers. Your account will be deactivated. Any refunds or credits will be made to you in 20 business days after accounting for one extra month of membership. (if you quit in Jan 2016, we will charge you for January and February 2016, and refund you for any balance that would be remaining at the end of February 28, 2016.
- We will make all attempts necessary and possible to ensure the patients are reminded of their appointments. However, we do not take responsibility for patients who do not show up to appointments.
- You understand that we require 10 business days from the day you register to activate your account. During this time we are verifying the details you have submitted to be registered as a doctor on our website. These details include:
  - Your unique Indian Medical Association number
  - Your degree's and certificates
  - Your current affiliations with hospitals and clinics
  - Your contact and correspondence information
- You agree to not register for, or operate, multiple accounts on <https://www.actozen.com/>
- Patients on Actozen will have the ability to rate their appointment experience following each appointment. A cumulative rating of all the previous appointment ratings will be reflected on the doctors profile page. The ratings will be based on the following questions:
  - How was the overall experience with the doctor?
  - Did the doctor spend the specified time on your appointment?
  - Did you have to wait for your booked appointment?
  - How would you rate the comfort and overall experience at the clinic?
  - Was the doctor information on Actozen accurate
- All users on the website will have the ability to follow you and your updates on the website. These users will not be able to personally message you until they are a part of your network. These updates include
  - Any changes (addition of awards recently received, or modifications etc) you have made to your profile
  - Your DocScope contributions
  - Any comments you make on the website
  - Any recommendations you make or receive
  - Status updates

- Any patient that books an appointment with you will automatically become a part of your network after the appointment takes place. You will be able to message and ask for updates once they are a part of your network.
- Some queries and responses from time to time will be asked/posted as anonymous by people. You agree to respond to those queries in the same manner as you would address any other query on Actozen.