

Members and/or clients and/or beneficiaries, a member holding a valid "ELITHE Vigor Assurance Privilege Card", and their family members approaching the network service provider (Provider) for any type of services, which are hereinafter referred to as Beneficiaries.

WHEREAS: EVPL is an organization providing discount-related services to its members, and/or beneficiaries, and/or clients, and for these purposes, EVPL has created a Network Service Providers.

WHEREAS: The party No.2 (network service provider) hereinafter referred to as service provider is desirous to join the said Network Service Providers and is willing to extend their services/amenities/facilities/activities to all the beneficiaries covered under the "ELITHE Vigor Assurance Privilege Card" on the agreed terms and conditions. The service provider is interested in providing their services/amenities/facilities/activities as required by all the beneficiaries to meet its undertakings, all of which are detailed in this agreement below.

WHEREAS: The parties are interested in putting their agreement in writing, all in accordance with and subject to that agreed upon and detailed in this agreement.

THEREFORE, IT IS AGREED AND CONDITIONED BETWEEN THE PARTIES AS FOLLOWS:

Article-1: EFFECTIVE DATE

1.1 The Parties hereby agree that the Agreement's Effective date shall be the date on which the agreement is signed.

1.2 The preamble to this agreement, and the annexure and/or addendum attached now and in the future are all integral parts thereof.

Article-2: DECLARATIONS AND UNDERTAKINGS OF THE PROVIDER

2.1 The provider declares and undertakes that he/she has all the registrations, licenses, approvals, and authorizations required by law in order to provide the services pursuant to this agreement and that he/she has the skills, knowledge, and experience required in order to provide the service as required in this agreement.

2.2 The provider undertakes to uphold all of the requirements of the law in so far as these apply to him/her/it and in accordance with the provisions of the law and the regulations, which are enacted from time to time by the local bodies, and by the Central or State government.

2.3 The provider declares that he/she/it has never committed a criminal offense that prevents him/her/it providing their services/amenities/facilities/activities and that no criminal charge of any kind has ever been filed against, him/her/it during the course of providing their services/amenities/facilities/activities and/or no civil claim has ever been filed against him/her/it due to damage inflicted during the course of their business. The provider also undertakes to inform the EVPL, and the beneficiaries, of any kind of complaint(s) registered or that may be filed against him/her/it during the period of the agreement.

Article-3: SERVICES

3.1 The provider undertakes to provide the service in a meticulous, precise, reliable, professional manner and at the highest level of service, to the complete satisfaction of the beneficiaries.

3.2 The provider shall treat EVPL beneficiaries in a courteous manner and according to good business practices.

3.3 The provider will extend priority admission facilities to the beneficiaries whenever possible. But the right to admission will always be the prerogative of the provider.

3.4 The provider shall ensure that all services/amenities/facilities/activities shall be provided with all due care and accepted standards are extended to the beneficiaries.

3.5 The agreement is subject to the detailed schedule of fees submitted by the provider, which has to be accepted by EVPL.

3.6 The provider agrees to display at their own discretion their status as preferred provider of EVPL at their reception/front office along with the display and other materials supplied by EVPL whenever possible for the ease of EVPL beneficiaries.

Article-4: EMPLOYER-EMPLOYEE RELATIONSHIP SHALL NOT EXIST

4.1 It is agreed that no employee-employer relationship shall exist between the beneficiaries and that EVPL acts just like a facilitator to provide the service provider with customers and that the service provider shall act as an independent contractor for all intents and purposes.

Article-5: LIMITATIONS OF LIABILITY AND INDEMNITY INSURANCE

5.1 EVPL will not interfere with the services/facilities/amenities/activities done/provided to its beneficiaries. EVPL will not be held responsible in any way for the outcome of treatment or the quality of care provided by the provider.

5.2 EVPL shall not be liable or responsible for any acts, Omission, or commission of the Service provider or/ and other staff of the Service Provider.

5.3 The Provider shall alone be liable to pay any costs, damages, and /or compensation demanded by the beneficiary for the poor, wrong, or bad quality of the service given to the beneficiary by the provider while executing any assignment of EVPL.

Article-6: CONFIDENTIALITY

6.1 The provider undertakes to maintain in confidence, and not to reveal to any person or body the information or data which he/she receives through and subsequent to providing the services pursuant to this agreement, and which pertains, directly or indirectly, to the beneficiaries or its clients including and without derogating from the generality of the aforesaid, names, addresses, details and medical background of the members and/or beneficiaries and/ or clients, information which pertains to the beneficiaries work (including terms of agreement with its clients, nature of services, consideration for the service, etc.,) or any others data.

6.2 In order to eliminate any doubt, it is agreed that the contents of Section 6.1 above cannot derogate from the duty of the providers to report to the beneficiaries data, information, or medical background that is brought to his/her attention in the framework of his/her work for the beneficiaries and which is likely to be relevant to the beneficiaries. The transfer of information as stated shall be done subject to the work procedures of the beneficiaries, to be established from time to time.

6.3 The provider hereby declares that he/she knows that his/her undertaking will be in force for the entire duration of the agreement, as well as at any time after this agreement is terminated.

6.4 The provider declared that he/she knows that his/her undertaking pursuant to this agreement is a pre-requisite for the beneficiaries to enter into an agreement with him/her/it and that without this declaration, the beneficiaries would not have been willing to enter into an agreement with him/her/it.

6.5 The provider declares that he/she will not provide services/facilities/activities/amenities to bodies to which he/she/it was referred by and/or through the beneficiaries without receiving the prior written consent of the beneficiaries.

Article-7: PERIOD OF AGREEMENT/TERMINATION

7.1 The agreement will remain in force for 3 years from the date on which it is agreed or signed.

7.2 During the period from January 1st to August 31st of each calendar year, the party No.2 i.e., the serviceprovider shall not have the right to terminate this agreement. If the party no.2 wishes to terminate this agreement outside of the aforementioned period, they shall provide written notice of termination to the other party at least 90 days prior (more specifically after August of that calendar year) to the intended termination date. Termination shall be effective on December 31st of the same calendar year in which notice is given.

7.2 The contents of this sub-section cannot derogate from the right of the beneficiaries to immediately cancel the agreement without any need for prior notice, should the license of the provider be suspended or revoked, or in the event any legal proceeding, concerning a criminal offense or negligence, is instigated against the provider.

7.3. The EVPL has the right to terminate this agreement at any point of time of this agreement outside of the aforementioned period, they shall provide written notice of termination to the other party with at least two weeks prior notice to the intended termination date.

7.3 Articles 2, 3, 5, 6, and 7 form the essence of the agreement, and the breach thereof shall be deemed to be a fundamental breach.

Article-8: IDENTIFICATION OF BENEFICIARIES

8.1 The provider based on the "ELITHE Vigor Assurance Privilege Card" issued to the beneficiaries, to identify them by bearing the logo and the wording of EVPL within it. The privilege card shall have the Name, Card Number, and /or photograph or signature, or QR Code of the beneficiary. For the ease of the beneficiary, the provider shall display the recognition and promotional materials, network status, and

procedures for admission supplied by EVPL at a prominent location, preferably at the reception/admission counter/ front office/ Casualty/Emergency departments. A provider also needs to inform their reception and admissions facilities regarding the procedures for the admission of EVPL beneficiaries. There will be NO compulsion, however for the provider to do so.

8.2 It is advisable to ask for a photocopy of the ELITHE Vigor Assurance Privilege Card to be submitted later with the EVPL to keep as proof of the beneficiary being treated.

Article-9: SERVICES

9.1 The provider will give client services on the basis of scheduled pre-appointment (s) availability of service providers and also must compile the agreed amount and discount percentages agreed in the registration form per visit in other service/treatment/facilities charges.

Article 10: (PLANNED) SERVICES

10.1 The provider will give client services on the basis of the expert advice at the service provider's establishment and also must comply with the agreed amount and discount percentages agreed in the registration form per visit or per day for all charges. Service charges, and other charges mentioned in Article- 12. (or) in the above-mentioned registration form.

Article 11: EMERGENCY SERVICES

11.1 In the case of any client who is under the influence of alcohol or inebriating drugs if detected or suspected the provider will have the right to refuse to provide their services and/or be authorized to do so within the norms vested in the company with agreed fees and discount structure with an intimation to the EVPL.

11.2 In case of other medical emergencies, the provider should call up the help desk at EVPL / medical helpline numbers and/ or the provider may consider treating him/ her as per their norms and/or the fee structure agreed.

Article 12: FEE SCHEDULE

12.1 The provider has agreed to the following schedule in the format designed and provided in the proposal and offer document by EVPL. Schedule of tariffs, providers already on the network continue as per the rate accepted on the date and will have to inform the EVPL and beneficiaries in case of any changes are made in the normal course.

SERVICES	ACTUAL PRICE	AGREED DISCOUNT IN (%)	NET TOTAL

NOTE: The above-mentioned registration form will be considered here.

12.2 No additional payment would be entertained unless the expert team of EVPL agrees with the treating consultant of service provider for any deviation.

12.3 Any revision in the fee schedule will be submitted to EVPL at least 30 days prior to the effective date. EVPL reserves the right to discontinue the contract after assessing the revised fee schedule with the consent of the Apex Body.

12.4 IF EVPL is not informed regarding the revision, EVPL has the authority to recommend that their beneficiaries pay the service charges only as per the agreed schedule of fees.

12.5 The provider agrees to give agreed discount from the prevailing tariff and investigations on the final bill to ELITHE Vigor Privilege member(s) or beneficiaries. ELITHE Vigor Privilege members(s) or beneficiaries will pay the net amount after the deduction of the applicable discount.

Article 13: OTHER BILLING NORMS:

13.1 Personal usage expenses like Telephone, Kitchen, Refrigerator, TV, Registration fees, etc., must be recovered from the ELITHE Vigor Privilege Card members(s) or beneficiaries.

Article 14: NON-EXCLUSIVITY

14.1 EVPL reserves the right to appoint another provider to implement the packages envisaged herein, and the provider shall have no objection to the same, and vice-versa.

Article 15: JURISDICTION & ARBITRATION OF DISPUTES.

15.1 Any disputes or claims arising out of this agreement are subject to arbitration and the jurisdiction of the courts of Rajamahendravaram, Andhra Pradesh, India. Any amendments to the clauses of the agreement can be made as an addendum after written approval from both parties. Any dispute, difference or question arising from this agreement shall be discussed between the parties and resolved amicably. If any amicable solution cannot be reached within 90 days, either party shall have the right to have the said dispute settled by arbitration in accordance with the rules of the India Arbitration Act, and the venue of the arbitration shall be the place of signing the agreement.

Article 16: NOTICE

16.1 A notice, which a party to this agreement shall send to the other at the addresses stated in the preamble to this agreement, the provider undertakes to inform the EVPL management of any change in his/her address immediately upon such a change occurs.

16.2 This agreement replaces any prior agreement or understanding that existed, if any, between the parties, whether orally or in writing, and the provisions of this agreement shall bind the parties for all intents and purposes.

16.3 Any amendment, change, or cancellation of the provisions of this agreement shall be made in writing and signed by the parties.

In witness thereof, this agreement was executed by or on behalf of the parties on the existing date before it was written.