

AGREEMENT

This Agreement is made on this ____ day of ____, 20, by and between:

Party No.1: Mr./Ms./Mrs. _____
S/o or D/o or W/o _____
Resident of _____

(Hereinafter referred to as "1st Party")

Party No.2: _____ Pvt Ltd,
having its registered office at _____,
represented by its Director,
Mr. Jerin

(Hereinafter referred to as "2nd Party")

WHEREAS, 1st Party has voluntarily sought assistance from the Company to procure suitable medical treatment and medical consultation;

AND WHEREAS, the Company has been engaged in the role of "Medical Facilitator," a person or entity dedicated to extensive research and travel to identify and access the best medical service providers and facilities capable of offering comprehensive treatment for the 1st Party. The Medical Facilitator serves as an intermediary, assisting individuals who require medical help from another country. By leveraging their extensive knowledge of various hospitals and doctors, the Medical Facilitator bridges the gap between those in need of medical assistance and the appropriate healthcare providers.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Roles and Responsibilities:

1.1) The Medical Facilitator assists in identifying the hospital and service provider but does not guarantee the outcomes of the medical services.

1.2) The Company's role is strictly limited to providing medical facilitation and assisting the 1st Party in identifying and reaching a suitable hospital or doctor for the proper diagnosis and treatment of their medical condition.

1.3) The 2nd Party Company acts solely as an intermediary or bridge between the 1st Party and the proposed hospital or medical service provider.

1.4) The Company does not provide medical advice or treatment.

2. Financial Responsibility:

2.1) The Medical Facilitator shall not be responsible for any financial obligations related to the treatment, diagnosis, or medical services provided by the hospital or medical service provider selected by the 1st Party.

2.2) The 1st Party shall bear all costs associated with the treatment, including consultation fees, diagnostic tests, surgical procedures, medications, hospital stays, post-treatment care, and any additional expenses that may arise due to changes in the patient's condition or unforeseen medical needs.

2.3) The Medical Facilitator explicitly disclaims responsibility for the outcome of the treatment or the services provided by the hospital or medical service provider. The Company's role is strictly limited to facilitating access to medical services. The Company does not guarantee the success, effectiveness of the treatment provided by the hospital or medical service provider and shall not be held liable for any adverse outcomes, complications, or dissatisfaction with the medical services received.

3. Cost of Treatment:

3.1) The Medical Facilitator assists the 1st Party in obtaining a quotation from the selected hospital. This quotation may vary based on the health condition of the individual. It is important to note that the quotation may also vary during the course of treatment if there is a change in the patient's health condition. Should the patient require additional treatment or services beyond those initially anticipated, the total cost may exceed the amount mentioned in the original quotation.

3.2) The 1st Party shall be responsible for understanding and agreeing to the fee structure of the selected hospital or medical service provider. Any concerns regarding the quotation must be raised and clarified with the hospital immediately upon receipt of the quotation.

3.3) The 1st Party shall submit the required medical certificates and documents for medical analysis to obtain a quotation for the cost of treatment. The submission of these medical documents shall be deemed to be with the consent of the individual providing them.

3.4) The Medical Facilitator shall approve the hospital to commence arrangements for treatment only after verifying that the 1st Party possesses the required funds for the proposed treatment. This verification involves ensuring that the 1st Party has sufficient financial resources to cover the entire estimated cost of treatment, including potential additional expenses that may arise due to changes in the 1st Party's condition or unforeseen medical needs. The Medical Facilitator's role is limited to confirming the financial capacity of the 1st Party and does not extend to any liability for settling the bill amount. The Medical Facilitator is not responsible for any financial transactions but retains the right to verify the financial preparedness of the person seeking medical treatment

4. Compliance with Hospital Policies:

4.1) The 1st Party shall adhere to the payment structure and all policies set forth by the hospital or medical service provider chosen for their treatment. This includes timely payment of all charges, compliance with hospital rules and regulations, and adherence to any administrative or procedural requirements established by the hospital or medical service provider.

4.2) The 1st Party acknowledges that the Medical Facilitator has no authority, effect, or influence over the hospital or the attending doctor. The Medical Facilitator's role is limited to providing assistance and acting as an intermediary. Therefore, the 1st Party must fully comply with all hospital policies and procedures independently, understanding treatment or hospital policies must be addressed directly with the hospital or medical service provider without involving the Medical Facilitator.

5. Role as Mediator:

5.1) The Company's role is limited to facilitating the 1st Party's access to the hospital or medical service provider. The Company shall not be held responsible for the outcome of the medical treatment or services provided.

6. Treatment Responsibility:

6.1) The hospital or medical service provider, not the Medical Facilitator, shall be responsible for diagnosing, recommending, and administering the treatment.

6.2) The Medical Facilitator shall not be liable for any adverse results, complications, or outcomes arising from the treatment provided by the hospital or medical service provider.

7. Selection of Hospital:

7.1) The 1st Party retains the liberty to choose a particular hospital or medical service provider for their treatment.

7.2) The Medical Facilitator shall not be held responsible for any adverse results or outcomes from the selected hospital or medical service provider.

8. Liability for Adverse Outcomes:

8.1) The Medical Facilitator shall not be held liable for any adverse outcomes, including the death of the 1st Party or the deterioration of the 1st Party's condition.

8.2) The hospital or medical service provider shall be solely responsible for defaults, medical mistreatment, negligence, or malpractice.

9. No Financial Transactions:

9.1) The Medical Facilitator has not received any payment or financial consideration from the 1st Party or their relatives for providing the services outlined in this Agreement.

10. Due Diligence:

10.1) The 1st Party is required to review the details of the hospital or medical service provider, as well as the proposed treatment, before proceeding.

10.2) Any queries or concerns regarding the treatment should be directed to the hospital or medical service provider.

11. Indemnity:

11.1) The 1st Party agrees to indemnify and hold harmless the Medical Facilitator from any claims, damages, or liabilities arising out of or related to the medical treatment received from the hospital or medical service provider.

12. Communication Protocol:

12.1) Both parties agree to maintain open and effective communication through various channels, including email and phone calls, to ensure clarity and timely coordination.

12.2) Email: Formal communications, including the exchange of documents, treatment plans, quotations, and any other pertinent information, shall be conducted via email. Both parties are responsible for regularly checking their designated email addresses for updates and responding promptly.

12.3) Phone Calls: For more immediate or urgent matters, communication may occur via phone calls. Both parties should ensure they provide correct phone numbers and are available during agreed-upon times to discuss any issues or updates related to the medical treatment process.

12.4) In-Person Meetings: If necessary, the parties may arrange in-person meetings to discuss complex or sensitive matters related to the medical treatment process. Meetings should be scheduled in advance and held at a mutually convenient location.

13. Privacy:

13.1) Purpose of Communication: Communication between the parties shall be strictly used for facilitating medical treatment and related services. Information exchanged shall be used solely to ensure effective coordination and provision of necessary medical care.

13.2) Confidentiality: Both parties agree to maintain the highest standards of confidentiality regarding all communications and information exchanged, including personal health information, medical records, financial details, and any other sensitive data. Confidentiality of such information shall be preserved during and after the term of this agreement.

13.3) Protection of Personal Information: Both parties commit to protecting personal information exchanged in compliance with applicable data protection and privacy laws. This includes implementing appropriate technical and organizational measures to prevent unauthorized access, disclosure, alteration, or destruction of personal data.

14. Governing Law:

14.1) This Agreement shall be governed by and construed in accordance with the laws of India.

15. Miscellaneous:

15.1) This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, understandings, or representations, whether oral or written.

15.2) Any amendments or modifications to this Agreement must be in writing and signed by both parties.

The parties hereto have executed this Agreement as of the day and year first above written.

Party No.1 Party No.2

(Signature) (Signature)

Name: Name:

Date: Date: