

CORPORATE MASTER SERVICE AGREEMENT

Namma Health – Healthcare Access Membership Program

This Corporate Master Service Agreement (“Agreement”) is executed on this ___ day of _____ 2026 (“Effective Date”).

BETWEEN

Vinayaka Health Tech Ventures

A **Sole Proprietorship firm** registered in Bengaluru, Karnataka, India,
Operating under the brand name **Namma Health**
(hereinafter referred to as the “**Service Provider**” or “**Company**”)

AND

A Company / LLP / Partnership / Proprietorship registered under applicable laws of India, having its registered office at:

(hereinafter referred to as the “**Corporate Client**”)

The Service Provider and Corporate Client shall individually be referred to as a “**Party**” and collectively as the “**Parties.**”

1. PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to provide **Corporate Membership access to the Corporate Client’s enrolled employees** under the **Namma Health Healthcare Access Membership Program**.

1.2 This Agreement defines the **rights, obligations, and responsibilities** of both Parties regarding the Corporate Membership program.

2. NATURE OF SERVICES

2.1 The Service Provider operates a **healthcare access facilitation platform**.

2.2 The Service Provider is **NOT**:

- A hospital
- A clinic
- A medical practitioner
- An insurance company
- A Third-Party Administrator (TPA)

2.3 Services are limited strictly to:

- Healthcare coordination
- Appointment facilitation

- Access to empanelled healthcare providers
- Discount facilitation where applicable

2.4 This Agreement **does NOT provide:**

- Insurance coverage
 - Cashless hospitalization
 - Reimbursement of medical expenses
 - Emergency medical services
 - Medical treatment
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3. SCOPE OF CORPORATE MEMBERSHIP

3.1 Enrolled employees shall receive **access to healthcare coordination and discounted services through the partner network.**

3.2 Benefits apply only:

- To employees officially enrolled by the Corporate Client
- During active membership validity
- Subject to prior coordination with Namma Health

3.3 Discount percentages **are variable and not guaranteed.**

3.4 Final billing and pricing decisions remain **solely with the healthcare provider.**

3.5 Employees shall also be **subject to Namma Health Membership Terms & Conditions applicable to individual users.**

4. EMPLOYEE ENROLLMENT & MANAGEMENT

4.1 The Corporate Client shall provide an **official employee list** for enrollment.

4.2 The Corporate Client shall:

- Ensure accuracy of employee information
- Notify additions or removals in writing
- Prevent misuse of membership benefits

4.3 The Service Provider may **suspend or restrict access in case of suspected misuse.**

5. MANDATORY PRIOR INTIMATION

5.1 Employees must **contact Namma Health prior to availing healthcare services.**

5.2 Walk-in visits without coordination **may not be eligible for membership benefits.**

5.3 Membership ID verification may be required.

6. FEES & PAYMENT TERMS

6.1 Corporate Membership fees shall be **as per the agreed commercial proposal or quotation**.

6.2 Payment Terms:

- 100% advance unless otherwise agreed in writing
- Membership activation begins only after payment confirmation

6.3 Fees are **non-refundable once membership is activated**.

6.4 All applicable **GST and taxes shall be charged as per Indian tax laws**.

7. SERVICE SUPPORT

7.1 The Service Provider shall provide **customer support and coordination services** to enrolled employees.

7.2 Support may include:

- Appointment coordination
- Partner hospital guidance
- Diagnostic center coordination
- Service navigation assistance

7.3 Service availability may depend on **partner network capacity and operational hours**.

8. TERM & RENEWAL

8.1 This Agreement shall remain valid for **one (1) year from the Effective Date**, unless terminated earlier.

8.2 Renewal shall occur **through mutual written agreement** between the Parties.

8.3 Pricing and program structure **may be revised during renewal**.

9. LIMITATION OF LIABILITY

9.1 The Service Provider acts **solely as a facilitation platform**.

9.2 The Service Provider shall not be liable for:

- Medical negligence
- Treatment outcomes
- Diagnostic errors
- Hospital service quality
- Billing disputes
- Provider refusal of service
- Admission denial
- Medical complications

9.3 Maximum liability, if any, shall be limited to the **total membership fees paid by the Corporate Client during the preceding twelve (12) months**.

10. INDEMNITY

10.1 The Corporate Client agrees to **indemnify and hold harmless the Service Provider** from claims arising from:

- Misuse of membership by employees
- Unauthorized use
- False claims
- Employee disputes related to treatment

10.2 The Service Provider shall **not indemnify for medical outcomes under any circumstances**.

11. DATA PRIVACY & CONFIDENTIALITY

11.1 Employee data shall be used **strictly for membership administration and service coordination**.

11.2 Both Parties agree to maintain **confidentiality of proprietary and business information**.

11.3 Data handling shall comply with **applicable Indian data protection laws**.

12. EMERGENCY DISCLAIMER

12.1 The Service Provider **does not operate emergency medical or ambulance services**.

12.2 Employees must **directly contact hospitals or emergency services during medical emergencies**.

12.3 Any assistance provided by the Service Provider is **purely facilitative in nature**.

13. TERMINATION

13.1 Either Party may terminate this Agreement with **30 days' written notice**.

13.2 Immediate termination may occur in case of:

- Fraud
- Misrepresentation
- Non-payment
- Breach of Agreement

13.3 No refund shall be payable upon termination.

14. FORCE MAJEURE

Neither Party shall be liable for failure or delay due to events beyond reasonable control including:

- Natural disasters
 - Government restrictions
 - Epidemics or pandemics
 - Regulatory changes
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15. MODIFICATION OF TERMS

The Service Provider may update **partner networks, operational procedures, or program structure** as required.

Material changes shall be **notified to the Corporate Client.**

16. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the **laws of India.**

Courts at **Bengaluru, Karnataka** shall have exclusive jurisdiction.

17. ENTIRE AGREEMENT

This Agreement constitutes the **entire understanding between the Parties** and supersedes all prior discussions or communications.

SIGNATURE BLOCK

For Vinayaka Health Tech Ventures

(Namma Health)

Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

For _____ (Corporate Client)

Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____