



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made on this 22-08-2020 (the "Effective Date") by and between:

Buurtzorg Edugreen Neighborhood Care India Private Limited, having its corporate office at 603, P S Srijan Corporate Park, Tower II, Block GP, Sector V, Salt Lake, Kolkata – 700 091, PAN: AAICB0081D and CIN : U85320WB2018PTC227910 (the "Company")

AND

Mr/Mrs/Ms. Molly Makhal, Mother-In-Law of Lini Makhal, residing at 82/9C Ballygunge place, flat no. 4A, 4th floor, opposite Durga Bari, Kolkata – 700019, : (the "Consumer") for provision of professional healthcare services on the terms and conditions set out below.

RECITALS:

1. The Company is a provider of qualified healthcare professionals, ranging from nurses, home & bedside healthcare assistants, companions and nursing assistants (hereafter, the "Caregiver(s)").
2. Consumer is an individual who is **financially responsible for the care of a patient under the care of a physician**, and wishes to avail of at-home services, and who has approached the Company with requests that the Company provide geriatric care services to the Consumer.
3. The Company has agreed to provide the said services to the Consumer upon receipt of the agreed consideration and subject to the other terms and conditions set forth in this Agreement.

Buurtzorg Edugreen Neighborhood Care India Pvt. Ltd.

603, PS Srijan Corporate Park II, Block GP, Sector V, Salt Lake, Kolkata - 700 091

P : +91 33 46004479 | E: care@buurtzorgindia.com | W : www.buurtzorgindia.com | CIN No. U85320WB2018PTC227910

TERMS & CONDITIONS OF PROVISION OF THE SERVICES:

1. **Term of Agreement.** The term of this Agreement will start on the Effective Date, and will ~~run~~ ^{continue} as needed basis until the Agreement is terminated by either party, as provided hereunder.

2. **Services Requested.** The Company will provide such home healthcare services (the "Services") as requested and agreed upon in the Service Request Form attached as Schedule A hereto, which shall be construed as a part and parcel of this Agreement.

3. **Rates & Fees.** The Company will provide the Services to the Consumer at the desired service location at mutually agreed rates and fees, both of which have been detailed in Schedule B attached hereto, which shall be construed as a part and parcel of this Agreement. Taxes are not included in the rates / fees detailed in Schedule B, and shall be payable extra as applicable. Rates for the Services are subject to review from time to time, and any changes would be communicated to the Consumer at least three (03) days in advance.

4. **Billing.** The Caregiver(s) assigned by the Company will fill out a timesheet daily. At the end of each work week (Sunday to Saturday), the Caregiver(s) will submit the timesheet to the Consumer, and the Consumer shall sign the timesheet promptly as acceptance of the Services delivered. In case the Consumer wishes to dispute the timesheet, the Consumer shall do so within twenty-four (24) hours of receiving the same from the Caregiver(s), failing which the Consumer shall be deemed to have accepted the accuracy thereof. After the start of the Services, invoices will be sent by the Company weekly, within forty-eight (48) hours of completion of each work week, or any part thereof for which the Services have been provided. Should the Consumer wish to dispute an invoice, he shall do so within twenty-four (24) hours of receiving the same from the Company.

5. **Payment and Overdue Accounts.** Any undisputed invoice shall be paid by the Consumer in full within forty-eight (48) hours of receiving the same from the Company.

1. Payment can be made through cheque / demand draft payable to **Buurtzorg Edugreen Neighborhood Care India Private Limited**, at Kolkata, or through NEFT / RTGS / IMPS to the designated bank account, details of which shall be communicated to the Consumer separately in this regard.
2. No payment should be made by the Consumer directly to any Caregiver(s), and any amount paid to the Caregiver(s) shall not be considered towards payment of the invoices.
3. An invoice shall be considered overdue if not paid within the afore-stated forty-eight (48) hours of the billing date. After expiry of the said payment period, the Company shall be entitled to charge a penalty of eighteen percent (18%) per annum on the amount due, to be calculated from the day it became due, until paid.
4. In case a cheque issued by the Consumer is dishonoured, a fee of **Rupees Five Hundred (Rs. 500 only)** shall be charged for each instance of such dishonour.
5. The Company also reserves the right to discontinue providing the Services until all invoices are paid in full, including any additional and/or accrued penal charges. Nothing in the foregoing provisions shall limit the Company's rights to pursue any other legal remedy that may be available to it for recovering the dues.

6. **Cancellations.** Cancellations may be made up to twenty-four (24) hours in advance of a scheduled

visit without charge. The Company reserves the right to charge for a scheduled visit if sufficient notice is not given. In the event the referred Caregiver(s) fails to arrive at the designated address, the Company shall make every effort to find a replacement as quickly as possible. If, however, a replacement is not found or if the Caregiver(s) alters the predetermined weekly schedule in some way, the Company shall adjust the amount billed accordingly.

7. Termination. Prior to commencement of the Services, this Agreement may be terminated by either party without assigning any reason and without requirement of any advance notice. However, once the term of the Agreement has commenced, either party may terminate this Agreement upon One (1) week's written notice to the other party. If either party terminates this Agreement, all fees due at the time of termination will be due and payable by the Consumer immediately, and any prepaid fees and the deposit shall be immediately refunded by the Company (subject, however, to any deductions that may be required to be made in accordance with this Agreement). Exceptions to the one-week notice provision would include:

- a. When the patient needs to be transferred to a higher level of care.
- b. When there is documented non-compliance of this Agreement (including, unjustified non-provision of the services and non-payment of justified charges).
- c. When the activities or circumstances in the service location jeopardize the health, welfare and/or safety of the Caregiver(s).

8. Company's Responsibilities. The responsibilities of the Company shall include:

- a. The Company shall provide qualified and professional Caregiver(s) to the Consumer.
- b. The Company shall conduct thorough and adequate background verification checks of the assigned Caregiver(s), and shall further make the same available to the Consumer upon demand, provided however that the same does not contravene any privacy laws in force and does not violate the Caregiver(s)' rights to personal privacy.
- c. The Company and its employees, including the assigned Caregiver(s), shall always conduct themselves with propriety & integrity.
- d. The Company shall ensure that the Consumer's needs are reviewed by a senior employee of the Company at least once every thirty (30) days, or more often if needed, and that any changes in the Services being delivered to the Consumer, if requested by the Consumer, is promptly attended to.
- e. The Company and its employees, including the assigned Caregiver(s), shall respect the privacy of the Consumer's information, and shall treat all data about the Consumer and/or the patient, especially personal and medical information, as confidential.

9. Consumer's Responsibilities. The responsibilities of the Consumer shall include:

- a. The Consumer shall at all times keep the Company updated about his/her latest and emergency contact information.
- b. The Consumer shall ensure that all invoices are cleared promptly to ensure smooth provision of Services by the Company.
- c. The Consumer understands and agrees that the Company is not in the business of providing medical professionals. Accordingly, no Caregiver(s) assigned by the Company is authorised to diagnose and/or prescribe any medicines / drugs to the patient. It shall be the responsibility of the Consumer to ensure that the patient is under the care of a qualified doctor at all times, and the Company shall not be liable for any loss to life or limbs on account of the Consumer's failure to do so.
- d. The Consumer shall be responsible for supplying all medicines, supplies (i.e. cleaning, personal care etc. including latex gloves needed for the safe execution of any kind of personal care) and equipment which may be necessary in the provision of the Services. Extra charges will apply if the Caregiver(s) / the Company provides the supplies and/or equipment.
- e. The Consumer shall ensure that the confidentiality of the assigned Caregiver(s)' information is well maintained.

- f. The Consumer shall ensure that the patient, family members and guests treat the Caregiver(s) with respect, dignity and fairness, and that the Caregiver(s), at no point of time, feel/s threatened and/or insulted while providing the Services.
- g. The Consumer shall ensure that the Caregiver(s) is not expected to provide any services that do not form a part of the Services. In case a task is assigned to the Caregiver(s) out of the scope of the Services, then the Consumer shall be completely responsible for any repercussions arising out of performance of the said task by the Caregiver(s), and the Consumer understands and agrees that the Company shall not be liable to the Consumer for any damages arising out of such event.
- h. The Consumer shall ensure that any complaints or compliments are routed to the Company, and not given directly to the assigned Caregiver(s), so that the same are handled professionally & properly in accordance with the Company's employment policies.
- i. The Consumer shall ensure that the patient, family members and guests do not offer any gifts, etc. to the assigned Caregiver(s), without prior written permission of the Company.

10. Private/Direct Hiring. The Consumer undertakes that neither the Consumer nor any family members etc. shall make or accept any offers of employment to / from any Caregiver(s) / employee of the Company directly during the subsistence of this Agreement and for a period of two (2) years after the termination hereof. Violation of this provision shall attract a penalty of Rupees Ten Thousand (Rs. 10,000) only for each affected individual Caregiver(s) / employee.

11. Circumstances of Force Majeure. In the event of contingencies caused by neither party and unforeseen occurrences such as acts of God, acts of nature, acts of war, fire, insurrection, terrorist action, civil unrest, riots, strike by transporters, workers and/or employees, any notice, order of injunction, litigation, attachments, etc. and any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively, the "**Circumstances of Force Majeure**"), the Company may determine it unsafe for the Caregiver(s) to travel and provide the Services to the service location that day and may have to cancel that day's Services. Should this occur, the Company will notify the Consumer at the earliest and shall further adjust the amount billed accordingly.

12. Miscellaneous:

- a. **Supersession:** This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/correspondence and agreements between the parties, if any, whether oral, implied or written.
- b. **Severability:** Even if any provision of this Agreement is held to be invalid or unenforceable to any extent by a competent court, the remainder of this Agreement shall not be rendered invalid or unenforceable by extension, but shall continue to bind the parties.
- c. **Amendment:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is recorded in writing and duly executed by both parties.
- d. **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the parties. One copy shall be retained by each party.

13. Jurisdiction:

- a. **Governing Law.** The laws of India and of the State of West Bengal shall govern this Agreement. Where, however, the laws of India and the State laws are at odds with each other, the State laws shall prevail.
- b. **Courts:** The City Civil Court and the Calcutta High Court only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings arising out of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement on the date mentioned above.

Papree Sarkar

Name: *Papree Sarkar*

On behalf of:

Buurtzorg Edugreen Neighborhood Care
India Private Limited

Anurag

Name: *Lini Makhal*

On behalf of:

The Patient *Molly Makhal*

**SCHEDULE A
SERVICE REQUEST FORM**

SCOPE OF SERVICES:

Personal care,Vital sign monitoring,Medicine
administration,Blood sugar monitoring
,Protective supervision , *doctor consultation*



OUT-OF-SCOPE SERVICES:

Cleaning bathrooms, heavy housekeeping,
Grocery / vegetable shopping

**SCHEDULE B
RATES & FEES**

Patient Name	Service Type	Start Date	End Date	Service Duration	Rate Per Day	Total Payable
Molly Makhal	Critical Care	2020-08-22	2020-08-31	10	3800	38000

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