

Memorandum of Understanding (MoU)

BUURTZORG Edugreen Neighborhood Care India Private Limited (BUURTZORG)

And

MINDFULLY YOURS (MFY)

This Memorandum of Understanding (MoU) establishes a partnership between MINDFULLY YOURS represented by Shri Debjyoti Gupta having PAN AEGPG1159J and BUURTZORG represented by Shri Devjit Sarkar having PAN AISPS6302F to offer Mental Healthcare Advisory Services to the patients of BUURTZORG and its fraternity.

BACKGROUND

Buurtzorg Edugreen Neighborhood Care India Pvt. Ltd. is a Dutch model of community nursing that brings the highest quality of care at home. It takes a holistic approach, providing both personal and skilled nursing care, eliminating many coordination problems. As a personal care-giver, Buurtzorg focuses on specific requirements, environment and support to identify what care, tools and guidance are needed. In the recovery or during a disease process, it helps with monitoring and giving medication, and implement orders from the patient's doctor and help to treat wound care, injections, pain control, and rehabilitation. In short, Buurtzorg provides effective, high-quality care at affordable cost.

MINDFULLY YOURS, - a structured Mental Healthcare Advisory Proprietorship Firm, is a mental health care advisory and consultancy firm and have a panel of highly qualified and accredited counselors, psychologists, psychiatrists, special educators, therapists etc. It works on the entire gamut of mental health issues through our counseling and advisory services. It's experts are equipped to effectively cater to varied needs of the clients through non-judgmental listening and customized counselling.

BUURTZORG and MINDFULLY YOURS agree to combine their respective strengths with the objective to provide mental health care advisory services in West Bengal and adjacent markets (initial focus will be in Kolkata).

This MoU strives to document agreement on the major cornerstones of the collaboration model and will may be further refined over the course of time. Accordingly, entities operating under this MoU agree as follows:

I. GOAL

Goal: To provide professional home healthcare services and Mental Healthcare services to the patients of BUURTZORG in collaboration with MINDFULLY YOURS.

II. PURPOSE AND SCOPE

Both agree to join forces to offer professional Mental Healthcare services to patients and elderly community to the patients of BUURTZORG and its associates with high impact services with industry best practices and world class management principles.

- Providing a portfolio of affordable & cost effective Mental Healthcare and associated services as per specific needs of patients of the patients
- BUURTZORG benefiting from MINDFULLY YOURS knowledge, presence and understanding of the domain.
- BUURTZORG in association with Buurtzorg international comes with L&D expertise, industry experience, operational management capabilities and delivery best practices of the home healthcare industry.
- Additionally, there would be focus on supporting and educating local community at large on Mental Healthcare. Some of the services offered include but not limited to coaching and counseling for social caregiver, training program for community health worker, emergency response courses for schools and colleges etc.
- BUURTZORG along with MINDFULLY YOURS will be responsible for setting up the operating model, enabling the end-to-end process flow, and quality control to drive optimal number of consultations.
- BUURTZORG will collaborate with MINDFULLY YOURS to help enable a robust operating model.
- The term of this MoU is for a period of 1(one) years, from 15th April 2024 to 14th April 2025 upon written mutual agreement. In case of prior mutual consensus, the formal contract might be considered before the expiry of 1-year period subject to agreement by both parties. It shall be reviewed at least bi annually, to ensure that it is fulfilling its purpose and to make any necessary revisions. Any of the parties may terminate this MoU upon thirty (30) days written notice without penalties or liabilities.

III. APPROACH

Build a true and long-term oriented partnership based on principles of trust, fairness, and integrating simplification. Approach will be to start small, learning and adapting and once the concept is proven, rolling it out fast. A pilot project will be done - the target population will be patients of BUURTZORG.

The implementation of the project would happen as follows: -

- **BUURTZORG** will promote Mental Healthcare services through its communication channel to its existing and public at large.
- **BUURTZORG** along with **MINDFULLY YOURS** will conduct various activities to promote services as per mutually discussed plan.
- **MINDFULLY YOURS** will train existing personnel of **BUURTZORG** on the various products and services
- **BUURTZORG** in all its communication will acknowledge **MINDFULLY YOURS** as its TECHNICAL PARTNER.
- Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MoU. The undersigned are the initial appointees.
- All financial dealings with the customer/patient will be done by BUURTZORG for its customers.
- Additionally, **MINDFULLY YOURS** will promote Home Healthcare services as additional line of its services in collaboration with BUURTZORG amongst its client.

IV. PROTECTION OF PATIENT'S INTEREST

Both the parties acknowledge and agree that the interest of patients shall be best served. In case of termination of this MoU, all existing patients as on termination date, to be served completely and both the parties agree to comply to this clause. All payments that are due to both the parties shall be made in complete by a mutually discussed date.

V. DISPUTE RESOLUTION

All disputes, difference of this MoU arising out of, in connection with or in relation to this MoU shall be finally decided by arbitration to be held in accordance with the provisions of the UNCITRAL Rules of International Arbitration in force as at the date of the invocation of the arbitration. Any arbitration pursuant hereunder shall be under the Laws of India. The venue of arbitration shall be the Kolkata, India and the language of arbitration shall be English.

VI. MISCELLANEOUS

The official text of this MoU shall be the English language text. All reports, records, materials, and any other communications between the parties hereto required or permitted hereunder shall be in the English language.

VII. AUTHORIZATION

The signing of this MoU is not a formal undertaking. All parties will sign a separate agreement on Intellectual Property and Non-Disclosure which will be legally binding. This MoU implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MoU. On behalf of the organization I represent, I wish to sign this MoU and contribute to its further development.

Devjit Sarkar, CEO

BUURTZORG EDUGREEN NEIGHBORHOOD CARE INDIA PVT LTD

Date -

Debjyoti Gupta-Founder

MINDFULLY YOURS

Date -

ANNEXURE – 1

FINANCIAL CONSIDERATIONS

Mental Healthcare Services.

Indicative Service Charges

Service	Indicative Rates to Customers
Consultation - Home Visit	INR 2500/-
Consultation - Clinic	INR 1500/-
Teleconsultation/Online through Video Calling	INR 2000/-

Training of Personnel of BUURTZORG apart from product training as well as other training Certification and awareness programs will be at a cost to be decided on case-to-case basis

For every consultation BUURTZORG would retain 20% of the billing value. The consolidated amount will be disbursed on a weekly basis but no later than 8 days after the consultation date. A list of patients along with the patient's name and their invoice value against which the same is accrued.