

MEMORANDUM OF UNDERSTANDING (MOU)

THIS MEMORANDUM OF UNDERSTANDING is made on this 05 day of 10, Two Thousand and 26,

BY AND BETWEEN

Surya Hospital (A Unit of Vedansh Medicare Pvt. Ltd.), having corporate Identification Number (CIN) U85100UP2021PTC152769 and having its registered office at Shop No. 009, Eldeco Arcadia Shopping Complex, Sector-Pi, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh – 201310, and operating its hospital at 47, Knowledge Park III, Greater Noida, Uttar Pradesh – 201310, a hospital equipped with ultra-modern, state-of-the-art facilities and implementing the latest treatment techniques in service of human healthcare, hereinafter referred to as the “FIRST PARTY” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, affiliates, administrators, and permitted assigns);

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MANAGEMENT & TECH. (DIMTECH)

AND

(Name of Company / School / College / University / Hostel / Industry / Society / Institution / Organization), a duly established entity having its registered/principal office at KR-3 - GREATER NOIDA, through its authorized representative, hereinafter referred to as the “SECOND PARTY” (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives, and permitted assigns).

Surya Hospital and DIMTECH (Name of Company / School / College / University / Hostel / Industry / Society / Institution / Organization) shall hereinafter collectively be referred to as the “Parties” and individually as a “Party.”

1. PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is to establish a formal collaboration between Surya Hospital and the Institution/Organization for providing accessible, affordable, preventive, and quality healthcare services to the students, staff members, employees, faculty members, workers, and their immediate dependent family members associated with the Institution (hereinafter referred to as the “Beneficiaries”).


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Surya Hospital

A Unit of Vedansh Medicare Pvt. Ltd.

(NABH CERTIFIED)

The Hospital and the Institution shall hereinafter individually be referred to as a "Party" and collectively as the "Parties".

Subject to the terms and conditions contained herein, the Hospital agrees to extend the following healthcare benefits, facilities, and concessions to the Beneficiaries:

2.1 Emergency Services

- Ambulance services 24X7 provided within a radius of twenty (20) kilometers from the premises of Surya Hospital, limited to one (1) instance per inpatient admission and subject to medical necessity, ambulance availability, operational feasibility, and emergency requirements.

2.2 Pharmaceutical Services

- Discount of up to fifteen percent (15%) on medicines purchased from the Surya Hospital pharmacy against a valid prescription issued by a registered medical practitioner, subject to applicable exclusions, stock availability, and non-applicability on consumables, implants, or already discounted items.

2.3 Diagnostic Services

- Discount of up to twenty-five percent (25%) on eligible laboratory and radiological investigations conducted within Surya Hospital, subject to the Hospital's policies, doctor's prescription, and availability of services.

2.4 Outpatient Services (OPD)

- Fifty percent (50%) discount on consultation charges for general opd consultations.
- Twenty-five percent (25%) discount on consultation charges for super-specialty consultations.

All OPD discounts shall apply only to consultation fees and shall not include procedures, consumables, injections, or any additional services unless specifically stated.

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2.5 In-patient Services (IPD)

- Discount of up to twenty percent (20%) on room/bed charges, subject to room category, availability, and Hospital policies.
- Discount of up to ten percent (10%) on pharmacy billing for admitted patients (IPD), excluding consumables, implants, and non-discountable items.

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- Discount of up to twenty-five percent (25%) on eligible laboratory and radiological investigations conducted during hospitalization.

2.6 Preventive and Child Care Services

- Discount ranging from ten percent (10%) to fifteen percent (15%) on vaccinations, subject to vaccine availability, applicable brand, batch availability, medical advice, and Hospital policy.

2.7 General Conditions

- All discounts and benefits are subject to revision, withdrawal, modification, or discontinuation by the Hospital at its sole discretion without prior notice. The above benefits shall not be combined with any other ongoing offer, insurance, package, government scheme, corporate package, or promotional discount unless expressly approved by the Hospital management. Discounts shall not apply on surgical packages, doctor procedure charges, implants, blood products, outsourced services, medico-legal cases, emergency consumables, or any excluded category as determined by the Hospital.
- The Hospital reserves the right to determine the applicability of discounts on a case -to-case basis. All services shall be subject to medical advice, availability of doctors, infrastructure, medicines, diagnostic facilities, and applicable statutory regulations.

3. ELIGIBILITY AND VERIFICATION

3.1 The benefits under this Memorandum of Understanding ("MOU") shall be extended only upon presentation of a valid, current, and duly issued identity card or any other acceptable proof of affiliation issued by the Institution, along with any additional identification document as may be required by the Hospital for verification purposes.

3.2 The benefits provided under this MOU are personal in nature and shall be available only to the eligible Beneficiaries identified by the Institution. Such benefits are non-transferable, non-assignable, and cannot be extended, shared, or transferred to any third party under any circumstances.

3.3 The Hospital reserves the right to verify the authenticity and validity of the identification documents produced by the Beneficiary and may refuse or withhold benefits in cases of suspected misuse, impersonation, fraud, expired identification, or non-compliance with the terms of this MOU.

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3.4 The Institution shall be responsible for informing the Hospital, in writing, regarding any cancellation, suspension, resignation, termination, or change in status of any Beneficiary who ceases to be eligible under this MOU.

3.5 The Institution is empaneled under the ESIC scheme. Patients can be admitted to our hospital; however, prior approval from the ESIC Hospital is required. In emergency cases, patients admitted directly subject to requirement, while non-emergency admissions will be subject to ESIC approval.

4. OBLIGATIONS OF THE PARTIES

4.1 Obligations of the Hospital - The Hospital shall:

- To provide medical and healthcare services in accordance with applicable laws, statutory regulations, medical ethics, clinical protocols, and standard healthcare practices.
- To extend and honor the discounts and benefits agreed under this MOU in good faith, subject to the terms, conditions, exclusions, and Hospital policies.
- To maintain reasonable standards of patient care, hygiene, safety, and confidentiality in accordance with applicable legal and regulatory requirements.
- To provide necessary assistance for verification of eligible Beneficiaries under this MOU.
- To reserve the right to modify, suspend, or withdraw any benefit in case of misuse, operational constraints, regulatory requirements, or force majeure circumstances.

4.2 Obligations of the Institution

The Institution/Organization, including but not limited to schools, colleges, universities, hostels, coaching institutes, residential societies, companies, industries, corporate entities, associations, NGOs, and other affiliated organizations, shall:

- Inform, communicate, and circulate the benefits and terms of this MOU among its eligible Beneficiaries.
- Ensure that only eligible students, employees, staff members, residents, members, workers, or authorized individuals avail the benefits under this MOU.
- Issue valid identification cards, authorization letters, or other acceptable proof of affiliation for verification purposes.
- Cooperate with the Hospital in verification, awareness activities, health camps, wellness programs, and other mutually agreed initiatives.
- Ensure that the name, logo, reputation, or branding of the Hospital is not misused, misrepresented, or used for unauthorized promotional activities without prior written consent of the Hospital.
- Promptly notify the Hospital regarding any change in status, affiliation, or eligibility of Beneficiaries covered under this MOU.

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5. TERMS AND CONDITIONS

5.1 All medical consultations, diagnostic services, treatments, health check-ups, and other healthcare services under this Memorandum of Understanding ("MOU") shall be provided exclusively at the premises of the Hospital, unless otherwise mutually agreed upon in writing by the Parties.

5.2 The discounts, concessions, or benefits extended under this MOU shall not be applicable in conjunction with any insurance claim, cashless facility, Third Party Administrator (TPA) arrangement, government healthcare scheme, corporate package, or any other promotional or discounted offer unless expressly approved in writing by the Hospital.

5.3 The Hospital reserves the sole and absolute right to amend, modify, revise, suspend, discontinue, or withdraw any benefit, concession, service, or provision covered under this MOU at its discretion, upon providing fifteen (15) days prior written notice to the Institution.

5.4 This MOU is executed on a non-exclusive basis and shall not be construed to create any partnership, joint venture, employer-employee relationship, agency, or legal association between the Parties beyond the scope expressly stated herein.

5.5 Both Parties agree to comply with all applicable laws, rules, regulations, and ethical standards governing their respective operations and obligations under this MOU.

5.6 The Institution shall ensure that only its authorized students, employees, staff members, faculty members, and other eligible beneficiaries, as mutually agreed, avail the benefits under this MOU.

5.7 The Hospital shall not be liable for any indirect, incidental, consequential, or unforeseen loss arising out of medical treatment, delay in service, non-availability of any doctor, medical staff, equipment, or emergency circumstances beyond the reasonable control of the Hospital.

5.8 Any dispute or difference arising out of or in connection with this MOU shall, in the first instance, be resolved amicably through mutual discussions between the Parties. Failing such resolution, the matter shall be subject to the jurisdiction of the competent courts where the Hospital is situated.

5.9 This MOU shall come into force on the date of execution and shall remain valid unless terminated by either Party by giving thirty (30) days prior written notice to the other Party.

5.10 The benefits and services under this MOU shall at all times remain subject to the Hospital's prevailing policies, medical protocols, operational feasibility, and statutory compliance requirements, as amended from time to time.


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6. Term and Termination

6.1 This Memorandum of Understanding ("MOU") shall come into effect from the Effective Date and shall remain valid and enforceable for a period of one (1) year, unless terminated earlier in accordance with the provisions contained herein. The MOU may be renewed further upon mutual written consent of both Parties.

6.2 Either Party shall have the right to terminate this MOU, without assigning any reason, by providing the other Party with a prior written notice of thirty (30) days. During the notice period, both Parties shall continue to fulfil their respective obligations under this MOU unless otherwise mutually agreed in writing.

6.3 Either Party may terminate this MOU with immediate effect in the event of any material breach, violation, misrepresentation, misconduct, or non-compliance by the other Party of any terms and conditions contained herein, provided that the defaulting Party fails to remedy or cure such breach within fifteen (15) days from the date of receipt of a written notice specifying the nature of the breach.

6.4 Termination or expiry of this MOU shall not affect any rights, obligations, liabilities, payments, or commitments accrued by either Party prior to the date of such termination.

6.5 Upon termination of this MOU, the Institution and its beneficiaries shall cease to avail any discounts, concessions, or benefits under this MOU from the effective date of termination, except for services already commenced prior to such termination, subject to the Hospital's discretion and applicable policies.

6.6 The Institution shall not be responsible in case for any medical excuses, clauses and others.

7. Confidentiality

7.1 Each Party hereby agrees and undertakes to maintain strict confidentiality of all confidential, proprietary, commercial, operational, financial, medical, technical, or other sensitive information, whether disclosed orally, in writing, electronically, or in any other form, during the course of this Memorandum of Understanding ("MOU").

7.2 Neither Party shall disclose, publish, circulate, reproduce, or transfer any such confidential information to any third party without obtaining prior written consent from the other Party, except where such disclosure is required under applicable law, regulation, judicial order, or direction of any competent statutory authority.

7.3 Both Parties shall use the confidential information solely for the purpose of fulfilling their respective obligations under this MOU and shall take all reasonable measures to protect such information from unauthorized access, misuse, disclosure, or duplication.

7.4 The obligations of confidentiality contained herein shall survive the expiration or termination of this MOU and shall continue to remain binding upon both Parties for a reasonable period thereafter in accordance with applicable laws.

8. Governing Law and Jurisdiction

8.1 This Memorandum of Understanding ("MOU") shall be governed by and construed in accordance with the laws of India.

8.2 Any dispute, controversy, claim, or difference arising out of or in connection with this MOU, including its interpretation, implementation, validity, breach, or termination, shall, as far as possible, be resolved amicably through mutual discussions between the Parties.

8.3 In the event that such dispute cannot be resolved amicably within a reasonable period, the same shall be subject to the exclusive jurisdiction of the competent courts and tribunals situated at Greater Noida, Gautam Buddha Nagar, Uttar Pradesh.

8.4 Both Parties hereby expressly consent to and submit themselves to the exclusive territorial jurisdiction of the courts situated at Greater Noida, Gautam Buddha Nagar, Uttar Pradesh, where Surya Hospital is located, for all legal proceedings arising out of or related to this MOU.

9. Intellectual Property Rights (IPR)

9.1 Nothing contained in this Memorandum of Understanding ("MOU") shall be construed or interpreted as granting, transferring, assigning, or conferring upon either Party any right, title, interest, license, or authorization to use the trademarks, trade names, service marks, logos, brand identity, copyrights, patents, designs, proprietary materials, or any other intellectual property rights belonging to the other Party without obtaining prior written consent from such Party.

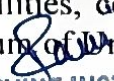
9.2 Each Party acknowledges and agrees that all intellectual property rights, including but not limited to trademarks, logos, promotional materials, digital content, branding elements, and proprietary information, shall remain the sole and exclusive property of the respective owning Party.

9.3 Neither Party shall use, reproduce, publish, distribute, modify, display, or exploit the intellectual property of the other Party for any purpose beyond the scope of this MOU without prior written approval.

9.4 Any unauthorized use of the intellectual property of either Party shall constitute a material breach of this MOU and may attract appropriate legal action under applicable laws.

10. Limitation of Liability

10.1 Surya Hospital shall not be held liable for any indirect, incidental, consequential, punitive, exemplary, or special damages, losses, claims, expenses, or liabilities arising out of or in connection with the services, facilities, consultations, diagnosis, treatments, or healthcare assistance provided under this Memorandum of Understanding ("MOU").


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10.2 All medical consultations, procedures, treatments, investigations, and healthcare services provided by the Hospital shall be subject to the independent clinical judgment of the concerned medical practitioners, the medical condition of the patient, availability of medical facilities, and standard medical protocols applicable at the relevant time.

10.3 The Institution and its beneficiaries acknowledge and agree that medical outcomes may vary from patient to patient and that the Hospital does not guarantee any specific medical result, recovery, cure, or treatment outcome.

10.4 The Hospital shall not be responsible for any delay, interruption, or inability to provide services caused due to circumstances beyond its reasonable control, including but not limited to medical emergencies, natural calamities, government restrictions, pandemics, equipment failure, or shortage of medical personnel.

10.5 Nothing contained in this clause shall limit or exclude any liability that cannot be excluded under applicable law.

11. Entire Agreement

11.1 This Memorandum of Understanding ("MOU") constitutes the complete, final, and entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all prior discussions, negotiations, communications, representations, understandings, arrangements, and agreements, whether oral or written, between the Parties relating thereto.

11.2 No amendment, modification, alteration, or waiver of any provision of this MOU shall be valid or binding unless made in writing and duly signed by authorized representatives of both Parties.

11.3 Both Parties acknowledge that they have entered into this MOU based on their own independent evaluation and understanding and have not relied upon any representation, promise, assurance, or warranty not expressly set forth herein.

11.4 In the event any provision of this MOU is held to be invalid, illegal, or unenforceable by any competent court or authority, the remaining provisions of this MOU shall continue to remain valid and enforceable to the fullest extent permitted under applicable law.

12. AMENDMENT

No amendment, modification, alteration, or variation of this Memorandum of Understanding ("MOU") shall be valid or legally binding unless made in writing and duly executed by authorized representatives of both Parties.


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SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding ("MOU") on the date first written above.

For Surya Hospital (A unit of Vedansh Medicare Pvt. Ltd.)

Name: Sahin Tyagi
Designation: Mkt. Executive
Email Id: sahin1954@gmail.com
Contact Number: 9217317242
Date: 05-10-2026
Signature: _____

Company Seal / Authorized Stamp: _____


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For the Institution/ Organization

Name: RAVI KUMAR BUTELA
Designation: CHEF MANAGER
Email Id: ravi.phuteledimtech@gmail.com
Contact Number: 9289400948
Date: 5/10/2026
Signature: _____

Official Seal / Authorized Stamp: _____


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