



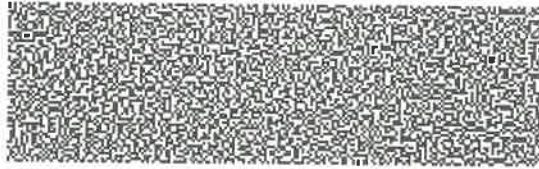
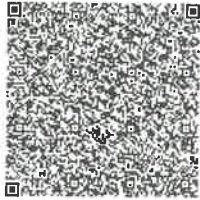
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA86995857963649X
Certificate Issued Date : 21-Mar-2025 02:16 PM
Account Reference : NONACC (FI)/ kacrsf108/ HSR LAYOUT1/ KA-JY
Unique Doc. Reference : SUBIN-KAKACRSFL0801994211134072X
Purchased by : YOURDOST HEALTH SOLUTIONS PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : CONTRACT AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : INTERNATIONAL MANAGEMENT INSTITUTE NEW DELHI
Second Party : YOURDOST HEALTH SOLUTIONS PRIVATE LIMITED
Stamp Duty Paid By : YOURDOST HEALTH SOLUTIONS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

CONTRACT AGREEMENT

This Contract Agreement is entered on this day, the 20th March 2025 between **International Management Institute New Delhi** and **YourDOST Health Solutions Pvt Ltd.**



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1. **IMI New Delhi** is a premier institute situated in New Delhi. More details about IMI New Delhi are available at <http://www.imi.edu>. IMI New Delhi, herein afterwards, shall be referred to as **"The Institute"** and shall mean to include authorized representatives, designated staff, officers, members and such others who are directly involved in the framework of this Contract Agreement. Students/Faculty/Staff of IMI New Delhi herein afterwards, shall be referred to as **"IMI New Delhi Users"**.
2. **YourDOST** is located at Bangalore which is represented by Richa Singh (Director and Co-Founder YourDOST) and registered under the Indian Companies Act 2013 (CIN:U85100MP2015PTC034410). YourDOST is a counseling and emotional support, technology platform, designed to foster mental health. It anonymously connects individuals with the right experts, consisting of psychologists, psychotherapists, counselors, life coaches, career counselors who understand and can guide individuals through completely confidential one on one sessions.

Through personalized and professional guidance, Experts at YourDOST help individuals develop:

- A. Healthy personal relationships
- B. A productive and satisfying work-life balance
- C. A more focused approach towards achieving goals
- D. A more confident self
- E. The ability to deal with stress, anxiety, depression and pressures of all kinds and
- F. from many sources such as - personal, societal, peer, etc.

The key aspect of YourDOST is that people are kept completely anonymous throughout the platform. With the use of technology, YourDOST wants to make expert help widely and instantly available to everyone looking for emotional and mental wellbeing.

YourDOST is not a medical service or suicide prevention helpline. More details about YourDOST are available at www.YourDOST.com. YourDOST, herein afterwards, shall be referred to as **"The Service Provider"** and shall mean to include, authorized representatives, program managers of YourDOST, psychologists, psychotherapists, counselors, life coaches, career counselors representing YourDOST, and such others, who are directly involved in the framework of this Contract Agreement.

3. The Institute and The Service Provider are termed as the party and collectively called the parties under the framework of this contract.
4. **IMI New Delhi** has students, faculty and staff members from different regions, cultures, socioeconomic backgrounds, age groups, religions, interests, etc., from India and abroad. The Institute is now seeking to manage the well-being of their campus community and believes a web platform like **YourDOST** could possibly help in this direction.



5. The Service Provider, having the requisite experience, provides counseling through web & mobile platforms.

6. Therefore, the Institute, in furtherance of their objectives wishes to avail and engage the services offered by The Service Provider. In return, The Service Provider agrees to render their services and the Institute accepts the same, as per the terms, given below in this Contract Agreement.

7. The effective date of commencement under this Contract Agreement shall be 1st April 2025 (**"Effective Date"**)

8. The Institute agrees to the following:

- A. To provide a slot (Time Period – 30 minutes) to spread awareness about YourDOST to the students.
- B. To provide assistance in terms of mailers/newsletters, to be sent to campus community twice a month or at a predetermined frequency for increasing the usage if necessary.
- C. To provide support of Institutes' network administrator to enable user tagging based on IMI New Delhi IP address.
- D. To provide necessary facilities to conduct workshops with students.
- E. To provide necessary facilities to conduct one on one sessions with students on campus.

9. The Service Provider agrees to the following benefits to IMI New Delhi as part of the agreement:

- A. Access to 24 x 7 x 365 unlimited text counseling through pre-vetted experts (psychologists, counselors, career coaches, life coaches) for instant help
- B. Unlimited Audio/Video Sessions available for users who would like to avail escalated support.
- C. Counselor available at the campus - 3 hours a day (In 3 hrs., around 4 sessions will be conducted, each session being 45 min), for face-to-face sessions (walk - in + scheduled).
- D. Tele-counseling is to be made available through a helpline which is available 24x7. One seat to be reserved for IMI students.
- E. Access to the discussion forums and 2000+ articles dealing with relevant issues.
- F. Awareness webinars and other communication interventions to promote engagement of students on the platform.
- G. An orientation session for students on campus would be included as a part of the offering.
- H. Awareness workshops to challenge negative connotations. 3 workshops in 12 months are included as part of the offering. Others can be offered on demand and will be charged separately at INR 25,000 per session.
- I. Aggregate monthly reports for Administration - on anonymized data to resolve thematic issues.
- J. Inform the representative of the Institute about critical cases (suicidal tendencies), so that timely action can be taken by the authorities to prevent this (if possible).



10. Commercial:

- A. The Institute agrees that for the Services provided under this MoU, it shall pay the Service Provider an amount of INR 30,000/- plus taxes per month. This amount shall be paid after the completion of the month.
- B. The Institute also agrees to pay an amount of INR 4,000/- plus taxes per day of the visit (assuming three hours a day, each session being 45 minutes) for face-to-face sessions.
- C. No refunds or concessions or adjustments will be provided by the Service Provider, in the unlikely event of cancellation of the agreement except when the reasons for such cancellations are beyond the control of the Institute.
- D. The Institute agrees to provide travel, boarding and lodging or reimburse expenses on actuals, for all visits/all purposes that are made during the period of this Contract Agreement. (Remarks: Not required in the contract as the experts/counsellors are located in Delhi itself. No TA/DA can be provided)
- E. All reimbursements shall be pre-approved by the Institute.
- F. All reimbursement claims shall be settled by the Institute within one month of the date of submission of claims.
- G. All payments and reimbursements shall be done either by cheque or online wire transfer to the account of "YourDOST Health Solutions Pvt Ltd."

11. The Institute and The Service Provider understand and accept the complex nature of this agreement. While both the parties shall strive and commit resources to achieve the objectives of the Institute, each of the parties is aware that the following events may happen during the course of the agreement:

- A. Due to unforeseen reasons, not attributable to the Service Provider such as, political interference, personal issues, IMI New Delhi Users not getting employment, undue influence from family of the IMI New Delhi Users, etc., there could be disturbance and disruption to the counseling process.
- B. Despite the best efforts of the Service Provider, for reasons not attributable to the Service Provider, there could be any unfortunate incident or event, like harm to the IMI New Delhi User or any other third party by the IMI New Delhi User etc. which may take place, due to the direct, unexpected, unanticipated action of the IMI New Delhi Users.
- C. In the unlikely event any of the situations outlined in Clause a above, the Service Provider shall not be held responsible and accountable for such situations and no damages or penalties in whatever name so called shall be levied, by IMI New Delhi, under the terms of this contract agreement.

12. All communications under this contract agreement shall be binding on the parties provided they are in writing. For the purposes of this clause, email communication from the registered mail addresses of the parties shall also be binding. Communication shall mean to include hard copies of letters, agreements, reports, documents, invoices, claims, photographs, word documents, spreadsheets, PDF files, PPT's, scanned copies, email attachments or any other form the parties specifically accept as binding on each other. Wherever it is found, feasible, relevant, possible, legally necessary, digital signatures shall also be acceptable to the parties.



13. The Institute agrees to indemnify the Service Provider against any wrongful deeds, actions directly attributable to the Institute and in turn the Service Provider also agrees to indemnify the Institute for any wrongful deeds or actions directly attributable to the Service Provider. The parties further agree to cooperate with each other, so as to defend any third-party suits, claims, injunctions, restraint orders, police complaints, court orders, summons or any other legal proceedings brought against either of the parties.

14. Any dispute between the parties shall be resolved by negotiations. In the unlikely event of failure of negotiations, such disputes shall be referred to Arbitration as per the Indian Arbitration and Conciliation Act 1996 and the rules made therein and as amended from time to time. The place of Arbitration shall be Delhi and the language shall be English (UK). This Contract Agreement is drafted as per the laws of India and the Courts of Delhi shall have jurisdiction over matters contained herein.

15. The terms of this agreement, communication between the parties in furtherance of this agreement, documents, reports, discussions, actions, and outcomes relating to the subject matter of this agreement and any other information the parties specifically wish, shall be always confidential. This confidentiality shall subsist even after the termination of this contract agreement. For the purpose of this clause, the subject matter of agreement means, the person who is availing or for whom the service is provided under the terms of this agreement. However, the provision of Section-II of RTI Act 2005 will guide the methodology under which this particular clause will be implemented).

16. The Institute agrees and undertakes that from the Effective Date and during the Term/ 12 months after the expiration of this agreement, the institute shall not directly or indirectly, on its own behalf or on behalf of others, contact, solicit, recruit, or induce, or attempt to persuade any person now or at any time hereafter engaged by service as employee, officer, director, independent service provider, advisor, consultant or otherwise, to terminate their employment with or cease their relationship with the service provider.

17. In the event any information relating to this agreement or to the subject matter in question is demanded by law or during a medical emergency, such passing of information by either party shall not be deemed to be a breach of confidentiality.

18. It is understood that mention of names of either of the parties in corporate communication or mentioning as partner shall not be construed as breach of confidentiality.



19. Termination of Contract:

- A. This contract may be terminated by either party, without assigning any reason whatsoever, by giving a written notice of One month.
- B. The Service provider reserves the right to terminate this contract without giving any notice, when The Institute has failed to settle financial dues within 30 days from the date, they have become due. Furthermore, The Service Provider reserves the right to charge interest at the rate of 12% per annum for all sums that are outstanding.
- C. Upon termination of this contract, both parties, within a period of 30 days, hand over all documents, reports, case discussions papers, etc., that are proprietary to either of them and there shall be no financial implications for handover of such proprietary information.
- D. This contract is effective for 12 months ("Extended Term") with effect from 1st April 2025 to 31st March 2026.

The parties hereby understand, agree, and accept this Contract Agreement by appending their respective signatures below.

IMI New Delhi

A blue ink signature is written over a circular blue stamp. The stamp contains the text "International Management Institute" around the top and "New Delhi" in the center.

NAME:
DESIGNATION:

DATE:
PLACE: NEW DELHI

YourDOST Health Solutions Pvt. Ltd

A blue ink signature is written over a circular blue stamp. The stamp contains the text "YOURDOST HEALTH SOLUTIONS PRIVATE LIMITED" around the top and "BANGALORE" in the center.

NAME: Richa Singh
DESIGNATION: CEO & Co-Founder

DATE:
PLACE: BANGALORE