



## Services Agreement

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**Effective Date: 01 Jan 2025**

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**Parties:**

- A. **ResMed India Private Limited**, a company incorporated under the Companies Act, 1956, bearing CIN U85110DL2007FTC157447, having registered office at First Floor, CoWorks Aerocity, Worldmark 1, Asst. Area 11, Aerocity Hospitality District, IGI Airport, New Delhi – 110037, India, (hereinafter referred to as “**ResMed**” which expression shall, unless repugnant to the context thereof, mean and include its Affiliates, legal representatives, permitted assigns, successors – in - interests); and
- B. **Tara Medical Enterprise**, bearing PAN- AAJFT9317N having office at 8, Chittaranjan Avenue, 2nd Floor, Barick Bhawan, Kolkata-700072, (hereinafter referred to as “**Service Provider**” which expression shall, unless repugnant to the context thereof, mean and include its Affiliates, legal representatives, permitted assigns, successors – in - interests),

each a “party” and together the “parties”.

**RECITALS**

- C. ResMed is engaged in the business of the development, manufacturing and marketing of medical devices and related products and accessories for the treatment and management of sleep and respiratory disorders.
- D. Service Provider is a distributor of medical devices. has represented before ResMed that it has the necessary experience, expertise, infrastructure, licenses, approvals and personnel required for providing services to ResMed.
- E. Service Provider acknowledges and agrees that ResMed has relied on the information and documentation submitted by the Service Provider along with the representations, warranties, declarations, and undertakings provided by the Service Provider.
- F. Service Provider has represented and warranted to ResMed that all information and documentation submitted to ResMed is true, complete and accurate.

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**Each of the parties agree:**

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**1 Term**

- 1.1 This Agreement will be valid starting on 01/01/2025 and ending on 31/12/2025, unless terminated earlier as provided herein.

## 2 **Services**

- 2.1 The Service Provider shall promote, market, and offer for sale selected products (together **“Products”**) of ResMed on a commission fee model as defined in Schedule 1. All sales will be made through ResMed’s platform in a manner communicated in writing to Service Provider from time to time. Service Provider shall direct customers to ResMed’s platform through a unique identification code provided to the Service Provider by ResMed (**“Services”**). When a sale is completed, Service Provider shall be eligible for a commission fee only if the sale is made through the Service Provider’s unique identification code.
- 2.2 Conditions: Unless otherwise specifically communicated to the Service Provider, its employees/ representatives, in writing, the Service Provider shall have no authority to enter into or execute any contracts / agreements on behalf of ResMed.

## 3 **Representations and Warranties**

- 3.1 The Service Provider hereby represents and warrants to ResMed that:
  - 3.1.1 it shall, at all times, comply with all applicable laws and regulations including but not limited to good distribution practices, international laws, and shall ensure to uphold the goodwill and reputation of ResMed all times.
  - 3.1.2 it holds a valid license bearing number [REDACTED] to sell, exhibit or offer to sell medical devices.
  - 3.1.3 it does not suffer from any disqualifications under applicable laws and none of its officers, employees, principals, representatives etc. is a government employee or official, nor an official / employee of a state – owned entity / business / trade / organisation or of any public international organization, nor part of or associated with any political party, whether as an official, member or as a candidate of a political office.
  - 3.1.4 there are no disputes, litigations, adverse judgments, orders, injunctions, claims, prosecution pending/threatened/passed against the Service Provider which may have an adverse effect or impede in any manner the performance of the Service Providers obligations under this agreement.
  - 3.1.5 It shall not improperly induce medical practitioners to prescribe ResMed products and shall not indulge in unethical practices such as Mis-selling.
  - 3.1.6 None of its employees, officers, principals, representatives etc. is a relative of any employee of ResMed. For this purpose, the term “relative” shall include parents, stepparents, spouse, son, daughter, step-son, step-daughter, son-in-law, daughter-in-law, father-in-law, and mother-in-law.
  - 3.1.7 it shall, at all times, for the performance of its duties and obligations under this Agreement, comply with all relevant domestic and/or international laws, regulations and administrative requirement, including without limitation, regulations governing trans-border sales, re-sales, shipments, transfer of products, compliance with all relevant anti – money laundering laws and regulations, and shall refrain from any act or omission which would subject ResMed to penalties / fines under any law, regulation or administrative / statutory requirements either under the laws of the United States of America, India or any other country.
  - 3.1.8 it is in receipt of a copy ResMed’s Third Party Code of Conduct and by execution of this Agreement the Service Provider represents and warrants that it has fully understood the contents and intent of thereof, including without limitation, ResMed’s policy with respect to national and international sales transactions and relations with customers and suppliers and that it shall refrain from any act or omission which shall be in conflict with ResMed’s Third party Code of Conduct.
  - 3.1.9 The Service Provider acknowledges and confirms that all the foregoing warranties shall survive the termination of this Agreement and shall continue to be in effect with respect to all the activities of the Service Provider pertaining to the transactions contemplated under this Agreement, until such activities have ceased.

#### **4 Obligations of the Service Provider**

- 4.1.1 The Service Provider must carry out and perform the Services to the satisfaction of ResMed in a conscientious, expeditious, professional and workmanlike manner and otherwise in accordance with the requirements of this Agreement.
- 4.1.2 The Service Provider must comply with all reasonable and lawful directions of ResMed from time to time concerning the Services and the performance of its obligations under this Agreement.
- 4.1.3 The Service Provider shall, at all times, during the Term of this Agreement, use its best endeavours to promote the sale of the Products in accordance with all applicable laws and the instructions received from ResMed and shall, at all times, endeavour to protect the interests of ResMed.
- 4.1.4 The Service Provider shall, during the Term of this Agreement, thoroughly familiarize itself and its employees/personnel, with respect to the Products, the specifications of the Products, marketing and promotional materials, materials on technical assistance, etc. as may be provided by ResMed, from time to time.
- 4.1.5 The Service Provider shall use its best endeavours to fully and correctly inform the customers, buyers, and/or the prospective buyers of the Products, regarding the specifications, characteristics and technical means / procedures to be followed for proper use, and/or technical assistance with respect to the Products.
- 4.1.6 The Service Provider shall assist in fulfilling order management for customers / prospective customers for ResMed and the Service Provider acknowledges that ResMed shall be at liberty to either accept or reject such orders that are solicited by Service Provider.
- 4.1.7 The Service Provider shall ensure that its employees, Service Providers or personnel shall strictly adhere to the terms of this Agreement.
- 4.1.8 The Service Provider shall, in no circumstance, sell or offer to sell the Products other than the rates/ prices as determined by ResMed and without ResMed's prior permission. Further, the Service Provider shall not offer any discount to any customer or prospective customer, unless a prior written consent is obtained from ResMed.
- 4.1.9 The Service Provider shall, at all times, be compliant with all legal, regulatory and/or statutory compliances as maybe necessary within its territory. Further, the Service Provider shall, at all times, keep ResMed informed about all / any compliances / legal requirements, namely, including without limitation, any necessary disclosure, notifications, permits, licenses, approval, etc., to ensure due and proper performance of this Agreement.
- 4.1.10 The Service Provider shall assist ResMed in settling complaints received either from customers or governmental agencies/ authorities. Further, at the request made by ResMed, the Service Provider shall, without any delay, assist ResMed in contacting its customers, healthcare representatives, officials, governmental agencies/ authorities, as may be required.
- 4.1.11 Service Provider will comply and will ensure any person engaged by it to perform Service will comply, with ResMed's Third Party Code of Conduct and such other policies as provided by ResMed or its affiliates to Service Provider from time to time.
- 4.1.12 In the event of any infringement or in the event of any plausible infringement of any Intellectual Property of ResMed, the Service Provider shall promptly notify ResMed or its authorised representative.
- 4.1.13 The Service Provider shall refrain from making any verbal or written, express or implied representation, guarantee or warranty, pertaining to the trade, application or results to be obtained from the Products, other than those specified by ResMed in writing.
- 4.1.14 The Service Provider shall undergo, from time to time, such training and provide certification as may be specified by ResMed and/or as prescribed under the provisions of applicable law.
- 4.1.15 The Service Provider shall use only authorised methods of marketing, promotion and other written materials provided or authorized by ResMed in accordance with applicable law.

## **5 Customer Experience and Product Offerings**

- 5.1 The Service Provider acknowledges and agrees that it shall at all times prioritize delivering a superior customer experience.
- 5.2 The Service Provider under ResMed's guidance shall provide clear and comprehensive explanations of various product offerings to end customers, ensuring end customers have a thorough understanding of the options available. This includes providing detailed and accurate information about different products, accessories and related spares such as masks, filters, ResMed software – myAir™ application etc.
- 5.3 The Service Provider shall make every reasonable effort to address customer inquiries, concerns and needs promptly and professionally.
- 5.4 The Service Provider shall periodically review and enhance its customer experience and product explanation processes to ensure they remain of the highest quality.

## **6 Mis-selling**

- 6.1 The Service Provider undertakes that it shall not indulge in mis-selling at any time.  
Mis-selling shall include any advice, statement, act, omission or practice of, given or made in connection with soliciting the Products, provided, offered or sold by ResMed that:
  - 6.1.1 are in breach of or in contravention of applicable laws or regulations; or
  - 6.1.2 are in breach of the obligations of the Service Provider as set out in this Agreement;
  - 6.1.3 provide misleading claims and/or claims not backed by scientific evidence in relation to ResMed products;
  - 6.1.4 give rise to any other form of legal liability for ResMed which include deceptive acts or practices or fraud relating to the sales and marketing of medical devices.

## **7 ResMed's Obligations**

- 7.1 ResMed shall provide instructions and training to the Service Provider, from time to time and acquaint the Service Provider with all requirements.
- 7.2 ResMed shall provide the Service Provider without undue delay, all necessary information relating to the general and special conditions governing the Products. Notwithstanding anything contained herein, ResMed has a right to modify or withdraw existing Products or introduce new products at its sole and absolute discretion.
- 7.3 ResMed shall provide the Service provider with promotional material, and any other written materials, that the Company, solely at its discretion, considers necessary and desirable.

## **8 Commission Fee and Invoicing**

- 8.1 As compensation for the discharge of all its functions as per the terms and conditions of this Agreement, the Service Provider shall be entitled to receive a fixed commission fee based on the selling price of the Products. Schedule A specifies the rates of the Commission Fee.
- 8.2 The Commission Fee shall be subjected to the relevant taxes. ResMed reserves the right to revise the aforementioned rate of commission with the mutual consent of the Service Provider in writing.
- 8.3 Commission Fee shall be strictly paid on fulfilled orders, unless otherwise agreed in writing by the Parties. Fee commission shall not be paid to the Service Provider unless 100% payment pertaining to a specific order is received into the account of ResMed unless otherwise agreed in writing. ResMed reserves the right to change the prices on the Products as and when it may deem fit.
- 8.4 ResMed will pay undisputed invoices to a specified bank account as may be identified by the Service Provider on a monthly basis within 30 (thirty) days following the expiry of a month during which a full and final payment has been received by ResMed. Unless otherwise agreed, the fee

commission shall be calculated in the currency of the sales contract in respect of which a specific fee commission is due.

- 8.5 Service Provider must ensure that all invoices:
  - 8.5.1 are set out in a manner that enables ResMed to ascertain the particular Services to which the invoice relates and the amount payable in respect of each Service;
  - 8.5.2 reference this agreement and any associated purchase order or release order number; and
  - 8.5.3 Service Provider will provide supporting documents for all invoices. ResMed reserves the right to audit Service Provider's records to verify that fees paid by ResMed correspond with appropriate Services.
- 8.6 Any payment to a Government authority, shall be supported by a legitimate receipt issued by the receiving Government authority. Service Provider shall not receive nor provide any payment to Government authority or personnel including customer or prospective customer without ResMed's prior written consent.
- 8.7 The Parties hereto agree and understand that unless otherwise stated in this Agreement, ResMed shall pay Goods and Services Tax on the commission. ResMed shall pay only the Goods and Services tax that is charged upfront on the Goods and Services tax invoice. The Service Provider shall have no recourse to ResMed at any later point in time. ResMed shall, without liability to Service Provider, withhold income or other taxes from payments to Service Provider to the extent that such withholding tax may be required by any taxing authority. In no event shall ResMed be responsible for taxes based upon the net income or assets of Service Provider, nor shall ResMed be responsible or liable for any penalties or interest due as a result of Service Provider's failure to timely pay any taxes attributable to the Services under this Agreement, or to timely notify ResMed of such taxes.
- 8.8 Customers shall be invoiced directly by ResMed and the Service Provider shall not receive the proceeds of any sale directly from a customer, unless prior written approval is obtained from ResMed.
- 8.9 Subsequent to the termination or non – renewal of this Agreement for any reason whatsoever, the Service Provider shall be entitled to fee commission at such relevant rates on all order fulfilled up to the date of such termination or non-renewal, and ResMed shall continue to receive invoices and make undisputed remittance until the Service Provider shall have received the total fee commissions due in respect of order fulfilment of the Products during the relevant periods.
- 8.10 Notwithstanding any other provision of this Agreement, the parties agree Service Provider is not prohibited from purchasing competing products from other companies.

## 9 Termination

- 9.1 Without affecting any other rights that it may be entitled to, ResMed may terminate this Agreement, by giving Service Provider 30 days' written notice of its intent to terminate by registered mail or personal delivery.
- 9.2 Without affecting any other rights that it may be entitled to, ResMed may terminate this Agreement, with immediate effect by serving a written notice on Service provider, for any of the following:
  - 9.2.1 Service Provider manufactures or converts a line of products which directly compete with specific Products and, in so doing, materially affects the sale or promotion of Products;
  - 9.2.2 if there is a change in ownership or control of Service Provider's business that has not been consented to by ResMed in advance; and/or
  - 9.2.3 Service Provider is in material breach of this Agreement.
- 9.3 Without affecting any other rights that it may be entitled to, ResMed may terminate this Agreement, for one or more of the reasons set out below, within 30 days of ResMed giving Service Provider written notice:
  - 9.3.1 if a breach by Service Provider of any of the provisions of this Agreement is not remedied by Service Provider within the period in the notice of the breach; and/or
  - 9.3.2 Service Provider misrepresents Product or any warranty made by ResMed.

- 9.4 Termination of this Agreement will not discharge or relieve Service Provider from any of its obligations to ResMed under this Agreement that may be unfulfilled at the time of termination.
- 9.5 Except where may be otherwise provided in the Agreement, ResMed will have no obligation or responsibility to Service Provider if this Agreement terminates. ResMed will not owe any compensation or indemnification of any kind to Service Provider if the Agreement terminates.
- 9.6 During the Term and for a period of one year following termination, Service Provider must not develop or manufacture any other topical medical device which may be competitive to the Products in the same therapeutic arena in which Products is used and/or sold.

## 10 Confidentiality

- 10.1 For the purpose of this agreement, confidential information means: all information and data (including any copy or extract made of or from such information or data) concerning the operations, dealings, organisation, business, finance, transactions, customers, trade secrets, prospects, markets, scientific formulae, designs, drawings, know-how, manufacturing processes and affairs of each Party, and any other intellectual property of each Party, in whatever form including, without limitation, all such information and data recorded or stored by means of mechanical, electronic or other device (**Confidential Information**).
- 10.2 Confidential Information does not include information which is at the date of this Agreement, or which subsequently becomes, other than as a result of breach of this Agreement by a Party or disclosure by any other person contrary to this Agreement, widely known in the public domain.
- 10.3 Service Provider and ResMed each undertakes to the other not to disclose to any third parties without the other Party's prior consent any price lists, customer lists, sales statistics or other Confidential Information concerning the Products or business of the other which has been revealed to it or of which has gained knowledge in connection with this Agreement.
- 10.4 Clause 11.3 does not apply to information in the public domain other than through breach of this Agreement or an obligation of confidence owed to either Party.
- 10.5 A Party may only use the other's Confidential Information as required for the proper performance of this Agreement.

## 11 Ownership Of Proprietary Information

- 11.1 The Service Provider hereby agrees and undertakes that all Confidential Information disclosed herein shall be the sole property of ResMed and ResMed shall be the sole and absolute owner of all patents, copyrights, trademarks and other rights in connection therewith.
- 11.2 The Parties hereby agree and acknowledge that neither the disclosure pursuant to this Agreement nor anything contained in this Agreement shall be construed, expressly or impliedly, as granting any rights to the Service Provider in respect of any patent, copyright, license or other intellectual property right in force belonging to ResMed, unless otherwise agreed to by ResMed in writing.

## 12 Indemnity

- 12.1 The Service Provider hereby indemnifies and shall continue to keep indemnified and hold harmless, ResMed, each ResMed Group member and their respective directors, officers, agents and employees from any consequences arising out of the breach, non-fulfilment or non-compliance in part or otherwise of this Agreement or of any obligation and responsibilities under any statutes, laws, rules and regulations now in force or in future, either due to the Service Provider's and/or its Affiliates' action or inaction, including any action taken by any third party including its employees. The costs, damages, charges and expenses and the consequences thereof shall be borne and paid for by the Service Provider. ResMed shall also be entitled to deduct the same from any monies due or outstanding to the Service Provider.
- 12.2 In case any employee/ Affiliate of the Service Provider enters into dispute of any nature whatsoever, it shall be the primary responsibility of the Service Provider to contest the same. In case ResMed is made a party and is supposed to contest the case, ResMed shall be reimbursed

for the actual expenses incurred towards counsel fee and other expenditure, which shall be paid in advance by the Service Provider to ResMed on demand.

- 12.3 The Service Provider shall further keep ResMed indemnified against any loss to ResMed's property and/or assets. ResMed shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payment(s) due to the Service Provider under this Agreement.
- 12.4 The Service Provider hereby unconditionally undertakes and declares that, there is no pending litigation or legal proceedings of any sort whatsoever, before any civil or / and criminal or / and labour Court/Authority/Tribunal, etc., against it as on the date of entering this Agreement. The Service Provider hereby declares that it has never been involved in any governmental inquiry or legal proceeding relating to illegal and/or unethical conduct. The Service Provider hereby undertakes that, it shall indemnify ResMed in to, in the event of any such liability.
- 12.5 The Service Provider hereby agrees and undertakes to indemnify ResMed from and against all damages, losses, claims, liabilities, costs and/ or expenses which ResMed may incur or sustain as a result of a breach of any of the provisions of this Agreement by the Service Provider or its Affiliates.

### **13 Insurance**

- 13.1 Service Provider will maintain throughout the Term, and for as long as required to cover its obligations under this Agreement, adequate insurance coverage necessary for the performance of the Services and against any claims which might arise regarding the Services. Such insurance will include, but is not limited to, the following types and amounts of coverage:
  - 13.1.1 commercial general liability insurance including coverage for liabilities arising from bodily injury, personal injury, and property damage, with limits of at least US\$1 million per occurrence and US\$3 million in the aggregate per year;
  - 13.1.2 worker's compensation insurance sufficient to comply with applicable worker's compensation laws;
  - 13.1.3 professional liability insurance including coverage for liabilities arising from Service Provider's errors, omissions, or negligent acts in rendering or failing to render Services, with limits of at least US\$1 million per occurrence and US\$3 million in the aggregate per year; and
  - 13.1.4 as applicable, cyber liability insurance that includes coverage for security and privacy liability claims if Service Provider's Services require direct access to ResMed's systems, or Service Provider is housing or processing Protected Data (as defined in clause 12) or other sensitive or proprietary ResMed information, with limits of at least US\$5 million dollars in the aggregate per year.
- 13.2 Service Provider will maintain insurance coverage with carriers with a rating of no less than A-rated by Best's Insurance Guide, and if requested by ResMed, will make ResMed an additional insured in Service Provider's insurance policy or policies. When requested by ResMed, an insurance certificate indicating this coverage will be provided to ResMed. Service Provider will provide ResMed with at least 30 days' prior written notice of any cancellation or material modification of such insurance.

### **14 Adherence To Ethics and Law**

- 14.1 In providing the Services to ResMed and in carrying on the business of the Service Provider, the Service Provider, its Affiliates, employees, or representatives must comply with its obligations under the law including without limitation, the Service Provider:
  - 14.1.1 must not violate any anti-bribery or anti-corruption law of any jurisdiction including the Prevention of corruption Act and United States of America's Foreign Corrupt Practices Act and any country which is or will become a signatory to the OECD Convention on Combating Bribery of Foreign Public Officials and in particular, the Service Provider:
  - 14.1.2 must not pay, offer or promise to pay, or authorise the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organisation, any candidate for political or public office, any official or employee

of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organisation, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or for the purpose of inducing or rewarding favourable action or the exercise of influence by such official, party or candidate in any governmental matter;

- 14.1.3 must not directly or indirectly retain or employ any official or employee of any government, state-owned or state-controlled enterprise or political party or any candidate for political or public office to undertake any activities in any way relating to this Agreement; and
- 14.1.4 shall fully comply with ResMed's THIRD PARTY CODE OF CONDUCT, in particular compliance and ethical conduct policies and programs on anti-bribery, attend training sessions as and when requested, and execute truthful compliance certificates whenever requested,
- 14.1.5 comply with the relevant industry code of conduct as in force from time to time and shall comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations and unless authorised by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations.
- 14.2 Further, the Service Provider hereby undertakes and covenants to refrain from paying or accepting, in any form or manner whatsoever, any bribe, kickbacks or any other similar improper payments (by whatsoever name it may be referred to), or obtaining or attempting to obtain licenses, approvals or certifications through improper use of business courtesies, such as gifts or entertainment of more than token value, or accept such gifts or entertainment. In the event of doubt as to acceptability of a course of action, the Service Provider shall consult with ResMed and shall strictly comply with ResMed's guidance.
- 14.3 The Service Provider hereby undertakes and acknowledges that it has reviewed and understood the contents of the document titled "**Certification Regarding Compliance with Ethical Practices**"(annexed hereto as **Schedule - 2**) before signing the same. The Service Provider further covenants and warrants that it shall, at all times, during the term of this Agreement, diligently perform its duties under this Agreement, in complete compliance with the principles set forth therein. Furthermore, the Service Provider represents and covenants that performance of its obligations under this Agreement does not violate any applicable laws.
- 14.4 In the event, during the Term of this Agreement, the Service Provider fails to comply with or has breached any of the provisions of this Agreement, the Service Provider shall promptly notify ResMed in writing of such breach. Further, if ResMed learns of or has a reasonable suspicion that the Service Provider has breached this clause or caused ResMed to violate the provisions of any law, notwithstanding any other provision to the contrary, ResMed may immediately terminate this Agreement and the Service Provider hereby waives any and all claims against ResMed for any loss, cost or expense, including, but not limited to, loss of profits, incidental or consequential damages, that the Service Provider may incur by virtue of such termination of this Agreement.
- 14.5 The Service Provider shall maintain accurate books and records, to the satisfaction of ResMed, in order to demonstrate compliance under this Agreement and shall execute any and all the certifications and disclosures requested by ResMed, from time to time, in connection with the foregoing and the Service Provider undertakes to furnish such certificates and disclosure as may be required by ResMed.
- 14.6 The Service Provider shall completely cooperate with ResMed in any investigation by ResMed of any potential or suspected violation of any applicable law, regulation, statutory or administrative requirement. Failure on part of the Service Provider to cooperate or promptly furnish any required certificate, disclosure or information as may be requested by ResMed shall be considered as a valid ground from immediate termination of this Agreement, without accruing any liability on ResMed.



- 14.7 The Service Provider hereby agrees and acknowledges that all expenses incurred by the Service Provider shall be paid by the Service Provider and the same shall not be reimbursed by ResMed, unless otherwise agreed to by ResMed in prior in writing.

## 15 Miscellaneous

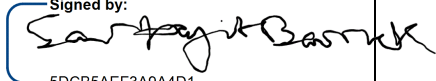
- 15.1 The Service Provider shall not publicly release any information relating to this Agreement, the relationship of the Parties nor the discussions or exchanges in connection to this Agreement, without prior written consent of ResMed, except as permitted herein.
- 15.2 Assignment: The Service Provider shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of ResMed, which consent shall not be unreasonably withheld / delayed.
- 15.3 Amendment: The Parties may amend the provisions of this Agreement with the mutual consent of the Parties to be recorded in writing.
- 15.4 Audit Rights: Service Provider hereby authorises ResMed to conduct a background investigation of Service Provider's suitability and trustworthiness to provide Services. Service Provider also grants ResMed the unrestricted right to take reasonable steps to verify Service Provider's compliance with anti-corruption laws, and other applicable laws, rules and regulations
- 15.5 Notices: All notices and communications hereunder shall be in writing and shall be deemed to be duly given or made when delivered personally or transmitted electronically by e-mail, or in the case of delivery by registered post acknowledgement due, upon receipt of return notice.
- 15.6 The notices may be served to the following addresses:

	For ResMed India Pvt. Ltd.	For Tara Medical Enterprise
Name of Contact Person:	Ashish Matta	SARBAJIT BARICK
Designation	Finance Controller, India	Authorised Signatory
Complete Address Email Id.	<a href="mailto:Ashish.matta@resmed.com.in">Ashish.matta@resmed.com.in</a>	info@taramedical.in
Phone no.	+919650410101	+919051299999

- 15.7 Non-Exclusive basis – This Agreement is based on a non-exclusive basis. Both Parties reserve the right to engage in similar agreements with other parties.
- 15.8 Severability: If any provision of this Agreement becomes unenforceable or prohibited under the applicable laws, such unenforceability or prohibition shall not invalidate or affect the validity or enforceability of the remaining provisions of the Agreement.
- 15.9 Survival: The Parties hereby that the clauses 3, 9.6, 10, 11, 12, 13, 14, 15.10 shall survive termination of this Agreement.
- 15.10 Governing Law and Jurisdiction: This Agreement is governed and construed in accordance with the laws of India without regard to conflicts of laws principles. In the event of any controversy or dispute related to or arising out of these terms, the parties agree to meet and confer in good faith, to attempt to resolve the controversy or dispute without an adversarial proceeding. Each party irrevocably and unconditionally submits to the exclusive jurisdictions of the courts of New Delhi, India for any proceedings arising out of or in connection with this Agreement. If ResMed brings an action for any relief or collection against Service Provider arising out of these terms, ResMed will be responsible for ResMed's reasonable lawyer's fees and costs actually incurred in bringing such action.
- 15.11 Counterparts: This Agreement and any amendment thereof, may be executed in two (02) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

The parties have confirmed their acceptance of the contents of this Letter by signing below:

Accepted and agreed to by:

ResMed India Private Limited	Tara Medical Enterprise
Company No: U85110DL2007FTC157447	Company No /PAN : AAJFT9317N
Signature:	Signature: <div>Signed by:  5DCB5AEF3A9A4D1...</div>
Name:	Name: SARBAJIT BARICK
Title:	Title: mr
Date:	Date: 19-Mar-2025   03:24 EDT

**SCHEDULE 1**  
**Commission Model**

S.No.	Product(s)	Product Code / Description	ResMed Platform	Unique identification Code	Commission Fee
1	LUMIS 150 VPAP ST-A ANZ TRI 4G	28226	<a href="https://link.resmed.com/ind-b2b2c">https://link.resmed.com/ind-b2b2c</a>	TARAMEDICAL	INR 17,000
2	AIRCURVE 10 VAUTO APAC TRI 4G	37481	<a href="https://link.resmed.com/ind-b2b2c">https://link.resmed.com/ind-b2b2c</a>	TARAMEDICAL	INR 16,000
3	EXTENDED WARRANTY 3 YEARS	EXTWRT3	<a href="https://link.resmed.com/ind-b2b2c">https://link.resmed.com/ind-b2b2c</a>	TARAMEDICAL	INR 3,000
4	AIRSENSETM 11 AUTOSET INDIA TRI 4G	39197	<a href="https://link.resmed.com/ind-b2b2c">https://link.resmed.com/ind-b2b2c</a>	TARAMEDICAL20000	INR 15,000
5	AIRSENSE 10 AUTOSET FH APAC TRI C 4G	37494	<a href="https://link.resmed.com/ind-b2b2c">https://link.resmed.com/ind-b2b2c</a>	TARAMEDICAL	INR 8,700

1. The Commission Fee is a fixed fee and exclusive of applicable taxes.
2. ResMed at its sole discretion may make any changes to the list of Products.
3. Commission fee may change based on mutual discussion between parties.
4. Service Provider shall not engage in any form of rebating, fee splitting, commission arrangements with any third parties in relation to the sale of Products mentioned herein.
5. The Extended Warranty Plan shall be governed by the terms and conditions as set out in Schedule 1A. It shall be the responsibility of the Service Provider to make end-customers fully aware about the terms and conditions governing the Extended Warranty Plan prior to making an offer for sale.
- 5.1 The Service Provider hereby indemnifies and shall continue to keep indemnified and hold harmless, ResMed, and their respective directors, officers, agents and employees from any consequences arising out of the breach, non-fulfilment or non-compliance in part or otherwise of the terms and conditions governing the Extended Warranty Plan and the conditions stipulated herein. The costs, damages, charges and expenses and the consequences thereof shall be borne and paid for by the Service Provider. ResMed shall also be entitled to deduct the same from any monies due or outstanding to the Service Provider.

## **Schedule 1A**

### **Terms and conditions for the Extended Warranty Plan**

#### **1. Consumer rights**

The benefits conferred by this plan are in addition to all rights and remedies provided under consumer protection laws and regulations. This plan shall not prejudice the rights granted by applicable consumer law, including the right to receive remedies under statutory warranty law and to seek damages in the event of the non-performance by ResMed of any of its contractual obligations.

#### **2. Warranty period of this extended warranty**

In addition to your rights and remedies under applicable consumer law, ResMed India Private Limited (ResMed) offers an extended warranty beyond the standard manufacturer's limited warranty period to a maximum of five years total coverage from the date of purchase of a device by the end user. ResMed's standard manufacturer's warranty is valid for two years.

#### **3. Which products are covered by this extended warranty?**

This extended warranty is only applicable for devices in the AirSense 10 series with and without a humidifier, AirCurve 10 VAUTO, and the Lumis Series (Product). Specifically, the Product covered under the Extended Warranty Plan are listed as follows:

**AirSense 10 AutoSet Tri C, AirSense 10 AutoSet for Her (AFH)**

**AirSense 10 Elite**

**AirStart 10 APAP**

**Lumis 150 VPAP ST, Lumis 150 VPAP ST-A**

**Lumis 100 VPAP ST**

**AirCurve 10 VAUTO**

**AirCurve 10 ST**

**AirSense 10 AutoSet C2C**

**Lumis 100 VPAP S / Lumis 100 VPAP S Tri**

**AIRCURVE 10 CS PWAVE ANZ TRI**

**AIRSENSETM 11 AUTOSET INDIA TRI 4G**

**AIRSENSE 10 AUTOSET FH APAC TRI C 4G**

#### **4. When can the extended warranty be purchased?**

You may buy the extended warranty at any time while your standard manufacturer's warranty is current. However, as the cost of the extended warranty is the same whether you buy it with the Product or later, you will make the most of it if you buy the extended warranty when you purchase the Product.

#### **5. Who can purchase an extended warranty?**

The extended warranty is only available to individuals residing in India.

## **6. What is covered under this extended warranty?**

This extended warranty covers defects in material and workmanship. This means that if the Product fails under conditions of normal use, under the limited warranty or limited warranty extension, ResMed will repair or replace, at its option, the Product or any of its components (excluding consumables). If you are provided with a replacement Product, this warranty applies to the replacement device but does not continue beyond the original five year period.

Additionally, ResMed will provide one preventive maintenance service visit every twelve months (maximum of five visits) through authorized service centers at no additional cost.

## **7. What is not covered under the extended warranty and when would the extended warranty not apply?**

This extended warranty does not cover:

- a) any damage caused as a result of improper use, abuse, modification or alteration of the Product. Examples of improper use include without limitation using Product without a filter, accumulation of dust etc.;
- b) repairs carried out by any service organisation that has not been expressly authorised by ResMed to perform such repairs;
- c) any damage or contamination due to cigarette, pipe, cigar or other smoke; or
- d) any other device and any masks, accessories or spares such as filter, humidifier, power supply units and air tubing;
- e) any accidental damage including without limitation damage caused by water being spilled on or into an electronic device.

This extended warranty is void on Products you purchased outside India:

This extended warranty is non-cancellable and not transferable to a subsequent owner of a Product.

## **8. How to make a claim**

Warranty claims must be made by the initial consumer.

To make a claim under this warranty you should contact ResMed's toll free number at **1800-309-1989**.

- i.** You will need to deliver, at your expense, the Product you claim is defective to a ResMed Service Centre within the relevant warranty period.
- ii.** ResMed will not be responsible for the cost of the transport of your Product to the ResMed Service Centre.
- iii.** All claims under this warranty must be accompanied by your original receipt.
- iv.** If ResMed determines that your warranty claim is valid, ResMed will return the repaired Product, or a replacement Product at ResMed's expense.
- v.** If ResMed determines that your warranty claim is not valid, ResMed will return the unrepaired Product at ResMed's expense.

If you are provided with a replacement or repaired Product, the additional warranty continues to apply to the replacement or repaired device but does not continue beyond the original warranty period referred to above. If you have any questions, you can contact our friendly customer service consultants at 1800 309 1989.

## **9. General Terms**

- a) ResMed may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- b) ResMed is not responsible for any failures or delays in performing under the extended warranty plan that are due to events outside of ResMed's reasonable control.

- c) **You understand and agree that by purchasing the extended warranty plan, ResMed will use, process, transfer, and protect your information in accordance with ResMed's Privacy Policy available on ResMed's [website](#). Without prejudice to the foregoing, you agree that ResMed, its affiliates or service providers may use and process your name, device serial number, contact information, repair history and other personal information we, our affiliates or service providers collect or generate in relation to your extended warranty plan, for the purposes of: (i) providing and administering the services under the extended warranty plan; (ii) ensuring service quality and (iii) communicating with you regarding this plan, related financial transactions, services and support provided under this contract and updating the information provided by you to ensure it remains accurate. ResMed will retain this data only for as long as necessary to fulfill the purpose of providing any services under this extended warranty plan. For such purposes, you agree that this may include the transfer of your personal information between ResMed, its affiliates and service providers. If you have any questions regarding the processing of your personal data, contact ResMed at [privacy.apac@resmed.com](mailto:privacy.apac@resmed.com)**
- d) ResMed is not obligated to renew this extended warranty plan. If ResMed does offer to renew this plan, ResMed will determine the price and terms.
- e) As used in this plan, "ResMed" refers to ResMed India Private Limited, a company registered in India, with its registered office at CoWorks Aerocity, First floor, Worldmark 1, Asset Area11, Aerocity Hospitality, District IGI Airport, New Delhi 110037.
- f) The laws of Republic of India will govern this extended warranty plan.

## SCHEDULE 2

### Certification Regarding Compliance with Ethical Practices

**Tara Medical Enterprise**, hereinafter referred, to as "Service Provider", which is entering or has entered into a business relationship with ResMed India Private Limited or its affiliates (hereinafter "ResMed") and intends to be legally bound by the terms of this Certification, hereby represents warrants, affirms and agrees that:

- 1 None of the principals, officers or employees of Service Provider is a government employee or official, an official or employee of a state-owned business or of any public international organization, a political party official, or a candidate for political office.
- 2 All of the information that Service Provider has provided to ResMed and its Service Providers in connection with ResMed's retention of Service Provider was and remains current, accurate, not misleading and complete.
- 3 Service Provider will obtain written approval from ResMed before Service Provider hires subService Providers; and no subService Provider will be approved unless that subService Provider agrees in writing to these same terms and conditions.
- 4 In connection with its representation and work on behalf of ResMed, Service Provider shall not give, offer or promise to give, or authorize the giving directly or indirectly through any other person or firm, of any money or thing of value to any government official (such as any employee or official of any government or of any state-owned business, or any employee or official of any public institutional organization; any political party or official or employee of such party, or any candidate for political office) for the purpose of inducing or rewarding favourable action or the exercise of influence by such official, party or candidate in any governmental matter.
- 5 Similarly, in connection with its representation and work on behalf of ResMed with private parties, Service Provider shall not pay or accept bribes, kickbacks, under-the-table payments or other similar improper payments, or obtain or attempt to obtain business through improper use of business courtesies such as gifts or entertainment of more than token value, or accept such gifts or entertainment. In case of doubt as to the acceptability of a course of action, Service Provider will consult with ResMed and comply with ResMed's guidance.
- 6 Service Provider understands that ResMed places great value on its reputation as an ethical company and its commitment to compliance with applicable laws. Service Provider hereby acknowledges receipt of a copy of ResMed's Code of Business Conduct and Ethics and by execution of this Declaration, Service Provider warrants and certifies that it fully understands ResMed's policy with respect to international sales transactions and relations with customers and suppliers, and that Service Provider will do nothing in the performance of the services required under the Agreement signed with ResMed, which will be in conflict with ResMed's Third Party Code of Conduct.
- 7 Service Provider warrants that in performing the duties required under this Agreement, it will comply with all relevant domestic and international laws, regulations and administrative requirements including those governing trans-border sales, resales, shipments, and transfers of products, including but not limited to the export control and anti-boycott laws of the United States and of any other countries to the extent that such laws are applicable, and will take no action which would subject ResMed to penalties under the laws, regulations, or administrative requirements of the United States or any

other country.

- 8 Service Provider agrees to give prompt written notice to ResMed in the event that, at any time during the term of this Agreement, Service Provider has failed to comply with or has breached any of its warranties hereunder Service Provider will provide documents and information to ResMed, upon request, confirming Service Provider's compliance with this Certification, and will allow ResMed (or its Service Providers) to review Service Provider's books and records with respect to the work performed on behalf of ResMed at any time.
- 9 If there are any additional owners in, or change in the ownership of, Service Provider, Service Provider shall notify ResMed of the identity of the new owner(s) as soon as possible. ResMed may terminate its agreements with Service Provider if ResMed disapproves of such new owners. For Service Providers/Service Providers that are publicly traded companies, this clause applies. Only in the event a new owner or group of owners should acquire 5% or more of the Service Provider.
- 10 This Certification is being provided to ResMed in connection with ResMed's decision to enter or continue a business relationship with Service Provider and shall remain valid and in effect as long as ResMed continues a business relationship. If Service Provider violates any of the terms of this Certification, ResMed shall have the option to terminate its contract or contracts with Service Provider, notwithstanding any other provision of ResMed's contract(s) with Service Provider to the contrary. Moreover, Service Provider shall forgo any commissions owed to it by ResMed upon an admission or finding that Service Provider has, failed to comply with any of the terms of this Certification and will refund any payment received in relation to such acts.

The foregoing warranties shall survive the termination of this Agreement and shall continue in effect with respect to all activities of Service Provider in connection with the transactions contemplated under the Agreement signed with ResMed until all such activities have ceased.



**Schedule A**  
**ResMed Global Third Party Code of Conduct**

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# ResMed Global Third Party Code of Conduct



## Our Commitment

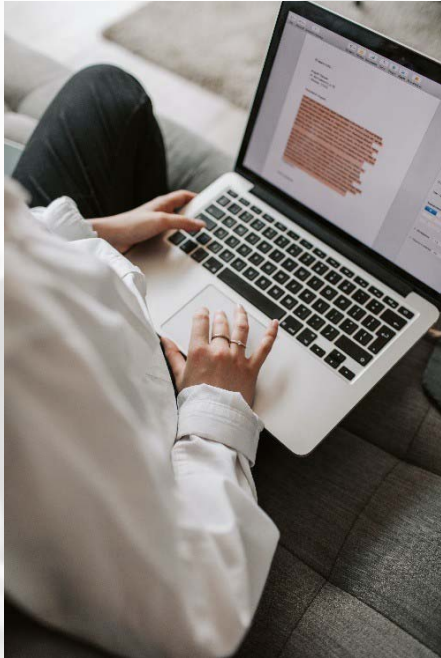
ResMed Inc. ("ResMed") is dedicated to conducting its business with the highest standards of business ethics. We have an obligation to be honest, fair and forthright in all of our business activities. Our Global Third Party Code of Conduct ("Code") sets forth ResMed's expectations for distributors, business partners, suppliers, advisors and other third parties registering, promoting, selling, and marketing ResMed products and services or otherwise interacting with Government Officials, Health Care Professionals or others to or for ResMed ("Third Parties").

Compliance is the foundation of every facet of our business activities, and ResMed requires its Third Parties to make a commitment to the highest standards of ethics, integrity, and compliance. Third parties are responsible for the compliance of their subcontractors with respect to this Code as well.





## Respecting the Rights of Others and our Environment



### Labour and Human Rights

Third Parties must ensure that all employees are treated with dignity and respect including:

- Not engaging in the use of child labour as defined by international and national laws, whichever standard is higher.
- Complying with local and national laws and regulations pertaining to wages, overtime and benefits.
- Ensuring that working hours comply with national laws.
- Respecting the right of employees to freedom of association, freedom of expression, the right to be heard.

### Privacy

Third Parties have an ethical and legal obligation to protect personal information (including, but not limited to, patient information) by:

- Complying with all applicable privacy and data security laws,
- Taking appropriate steps to safeguard any personal information received from ResMed against unauthorized or unlawful use, disclosure, access, loss, alteration, damage and destruction. This includes the encryption or anonymization of any health data that is transmitted externally.
- Immediately reporting to ResMed any public disclosure of personal information, or any attempt by an outsider to "hack" or steal personal information.

### Environmental Impacts

Third Parties must comply with national and local legal obligations to manage the impact of their business on the environment. Third parties working with us must work to continuously reduce their environmental impact by:

- Complying with applicable environmental laws and regulations.
- Implementing a system to manage and reduce environmental impacts.
- Obtaining all required environmental permits and licenses.

## Respecting the Rights of Others and our Environment

### Harassment, Discrimination and Bullying

Third Parties must maintain a work environment free from harassment, discrimination, and bullying:

- Any form of Harassment and/or Discrimination are unacceptable. Any Harassment and/or Discrimination on the basis of race, color, religion, age, gender, national origin, marital status, sexual orientation, disability or other legally protected status will not be tolerated.
- Workers must not be threatened with, or subjected to harsh or inhumane treatment, including, but not limited to verbal abuse, harassment, mental and/or physical coercion, or sexual harassment.
- Workplace bullying is likewise unacceptable at ResMed. Bullying is defined as a pattern of offensive conduct (including electronically transmitted acts – i.e., cyberbullying, using social media, internet, mobile phone, etc.) that targets individual(s) and threatens, humiliates, or intimidates. It can cause a reasonable person in the victim's position substantial emotional distress and undermine his/ her/their ability to work.



### Health and Safety

Third Parties must provide a safe, hygienic and secure work environment to prevent accidents and injury. A safe and secure work environment also means a workplace safe from illegal drugs and violence.

- Workers must have access to clean and safe accommodations, toilet facilities, potable water and food storage facilities.
- Health and safety policies and regular training must be provided, implemented and recorded.

## Acting with Integrity

### Anti-Bribery and Corruption

Third Parties must act in compliance with laws, regulations and industry standards applicable to the countries where they conduct business inside the United States such as the U.S. Foreign Corrupt Practices Act and where they conduct business outside of the United States such as, U.K. Anti-Bribery Act, or the Brazilian Anti-Bribery Law.

- Third Parties must ensure that their employees, affiliates and agents do not offer or pay money or anything of value to any government official or political candidate for the purpose of obtaining, retaining or directing business to any person or entity, as prohibited by applicable local and international laws, which may include the U.S. Foreign Corrupt Practices Act, the U.K. Anti-Bribery Act, and the Brazilian Anti-Bribery Law.



### Interactions with Health Care Professionals

Third Parties are prohibited from offering or promising anything of value to a Health Care Professional as a reward or incentive for past, present, or future purchases, uses, or recommendations of ResMed products, or any other improper business advantage for ResMed or a Third Party.

- Third Parties should not use any inappropriate inducement, payment, or personal benefit to encourage a Health Care Professional to recommend, prescribe, purchase, supply, sell or administer ResMed products.

### Interactions with Non-Health Care Professional Foreign Officials

Third Parties must not engage in bribery or corrupt conduct with Non-Health Care Professional Foreign Officials in any form by:

- Offering, promising, or authorizing anything of value such as gifts, services, or entertainment to government personnel or other officials, either directly or indirectly for the purpose of improperly obtaining or retaining business, influencing the performance of official duties, or any other improper purpose or business advantage.
- Offering an improper payment to or receiving an improper payment from other third parties as defined under this Code.



## Acting with Integrity



### Fair Competition

Third Parties must follow all applicable antitrust and competition laws by:

- Never engaging in unfair business practices and never sharing confidential information such as bids, proposals or strategies with competitors.
- Never discussing, coordinating, or agreeing with competitors to fix prices or engage in business practices which are construed by Anti-Trust Authorities as having the purpose or effect of diminishing free competition.
- Never taking part in discussions or arrangements that may be perceived as anti-competitive.

### Confidentiality

Third Parties must keep ResMed's non-public information confidential.

- ResMed's confidential information that must be protected includes, but is not limited to, non-public information that might be of use to competitors, or would be harmful to ResMed if disclosed.
- ResMed's confidential information should never be disclosed unless authorized in writing by ResMed or legally required. In the event that a Third Party is required by law to disclose ResMed's confidential information, that Third Party must provide immediate notice to ResMed of the disclosure, and, if possible, provide ResMed with an opportunity to oppose such disclosure.
- Any authorized disclosure of ResMed's confidential information should be subject to a confidentiality agreement requiring the other party to keep the information confidential once disclosed.

### Conflicts of Interest

Third Parties must be free of conflicts of interest that jeopardize their ability to take actions in the best interest of ResMed. A "conflict of interest" occurs whenever a Third Party's judgment and loyalty are divided between its responsibilities to ResMed and to an outside interest, or when a Third Party employee conducts a business activity for his or her personal benefit or the benefit of a family member or friend. ResMed expects Third Parties to immediately disclose any actual or potential conflicts of interest to ResMed to ensure fair and prompt resolution.

## Acting with Integrity

### Sanctions and International Trade

Third Parties must comply with all applicable sanctions and international trade laws and regulations with regard to imports, exports, and international financial transactions.

- Third Parties must not contract with vendors in any embargoed and sanctioned countries.
- If Third Parties' products are subject to the U.S. Export Administration Regulations, then they must ensure the product has been screened against the Commerce and Treasury Department's lists before exports are provided to that end-user.
- Third Parties that supply goods to ResMed must comply with conflict minerals legislation associated with sourcing tin, tantalum, tungsten and gold from the Democratic Republic of the Congo and adjoining countries, including but not limited to the Dodd-Frank Wall Street Reform and Consumer Protection Act. Third Parties must provide reasonable assistance to ResMed and respond to all requests relating to compliance with conflict minerals legislation.
- Third Parties must comply with modern slavery legislation including but not limited to the California Transparency in Supply Chains Act of 2010, the United Kingdom's Modern Slavery Act 2015, and Australia's Modern Slavery Act 2018 (together the "Slavery Acts"). Third Parties must provide reasonable assistance to ResMed and respond to all requests relating to compliance with modern slavery legislation.
- Third Parties must not use slavery or human trafficking in any of their supply chains, or in any part of their own business.





## Reporting Violations of the Code

### Reporting

All Third Parties have a duty to report any known or suspected violation of this Code that apply to ResMed.

Third Parties are encouraged to make a report, including concerns of actual or potential misconduct, through our Ethics Hotline, which is managed by an independent third party. The Hotline is accessible 24 hours a day, seven days a week, with translators available when necessary. Where allowed by local law, you may choose to make an anonymous report through the [EthicsPoint Hotline](#).



## Reporting Violations of the Code

Third Parties can use the country specific telephone numbers below to report an issue. A complete list of all available country specific Hotline numbers can also be viewed on the ResMed's EthicsPoint Reporting Webpage at [www.resmed.ethicspoint.com](http://www.resmed.ethicspoint.com).

Country	Phone #	Access Code (if applicable)
Australia	1800-757-139	N/A
Belgium	800-620-6934	0-800-100-10
Brazil	800-620-6934	0-800-888-8288
Brazil	800-620-6934	0-800-890-0288
China	400-9-901-443	N/A
Colombia	800-620-6934	01-800-911-0010
Colombia	800-620-6934	01-800-911-0011 (Spanish)
Czech Republic	800-142-256	N/A
Denmark	800-620-6934	800-100-10
France	0805-54-24-96	N/A
Germany	0800-7243503	N/A
India	800-620-6934	000-117
Italy	800-620-6934	800-172-444
Korea	800-620-6934	00-309-11 (Dacom)
Korea	800-620-6934	00-729-11 (Korea Telecom)
Korea	800-620-6934	00-369-11 (ONSE)
Korea	800-620-6934	550-2USA (US Military Base-Dacom)
Korea	800-620-6934	550-HOME (US Military Bases-Korea Telecom)
Malaysia	1800-88-9815	N/A
Poland	800-620-6934	0-0-800-111-1111
Singapore	1800-622-7250	N/A
United States	800-620-6934	N/A
United States	470-219-7126	N/A

## Certificate Of Completion

Envelope Id: DF16102A-1209-4993-A02B-1778CC761FC4

Subject: Complete with Docusign: Service Agreement under B2B2C model\_FY25...\_Tara medical.pdf

Source Envelope:

Document Pages: 26

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:

Sunitha A.N

1 Elizabeth Macarthur drive

Bella Vista, NSW 2154

Sunitha.AN@resmed.co.in

IP Address: 163.116.214.43

## Record Tracking

Status: Original

2/14/2025 12:26:52 AM

Holder: Sunitha A.N

Sunitha.AN@resmed.co.in

Location: DocuSign

## Signer Events

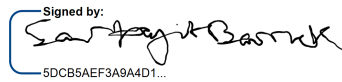
SARBAJIT BARICK

info@taramedical.in

mr

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:  
  
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Signature Adoption: Drawn on Device  
Using IP Address: 115.187.33.23

## Timestamp

Sent: 2/14/2025 12:28:27 AM

Resent: 3/12/2025 8:29:03 AM

Viewed: 3/19/2025 3:18:42 AM

Signed: 3/19/2025 3:24:36 AM

## Electronic Record and Signature Disclosure:

Accepted: 3/19/2025 3:18:42 AM

ID: f299b133-126d-4dde-a482-ef5b9d274bd5

Ashish Matta

Ashish.Matta@resmed.co.in

Authorised Signatory

ReMed India Pvt. Ltd.

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Sent: 3/19/2025 3:24:38 AM

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

2/14/2025 12:28:27 AM

## Payment Events

## Status

## Timestamps



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Resmed Ltd (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Resmed Ltd:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [DocuSignSupport@resmed.com](mailto:DocuSignSupport@resmed.com)

#### **To advise Resmed Ltd of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [DocuSignSupport@resmed.com](mailto:DocuSignSupport@resmed.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Resmed Ltd**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [DocuSignSupport@resmed.com](mailto:DocuSignSupport@resmed.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Resmed Ltd**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [DocuSignSupport@resmed.com](mailto:DocuSignSupport@resmed.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Resmed Ltd as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Resmed Ltd during the course of your relationship with Resmed Ltd.