

CORPORATE HOSPITAL ANNUAL SUBSCRIPTION AGREEMENT

This Annual Subscription Agreement ("Agreement") is executed on ____ day of _____ 20____.

BETWEEN

[YOUR COMPANY NAME] a company incorporated under the Companies Act, 2013 having its registered office at _____ (hereinafter referred to as "Portal")

AND

[HOSPITAL NAME] having its registered office at _____ (hereinafter referred to as "Employer")

The Portal and Employer are collectively referred to as the "Parties".

1. PURPOSE

The Employer desires to subscribe to recruitment services offered through the Portal for hiring healthcare professionals including doctors, consultants, nurses, technicians, administrative staff, insurance personnel, support staff and allied healthcare professionals.

2. SUBSCRIPTION PLAN

Plan Name: _____

Subscription Period: _____ Months

Subscription Fee: ₹ _____ plus applicable GST

Commencement Date: _____

Expiry Date: _____

3. SERVICES INCLUDED

Depending on the subscribed plan, services may include:

- Job postings
- Resume database access
- Candidate search
- Employer branding page
- Featured listings
- Recruitment assistance

- Dedicated account support
- Bulk hiring campaigns

Unused credits shall lapse at the end of the subscription period.

4. PAYMENT TERMS

100% advance payment shall be made before activation.

Invoices shall be payable within 15 days from invoice date unless otherwise agreed.

Delayed payments shall attract interest at 18% per annum.

5. EMPLOYER RESPONSIBILITIES

Employer shall:

- Post only genuine vacancies.
- Provide accurate salary information.
- Comply with all labour laws.
- Comply with statutory obligations including PF, ESIC, Professional Tax, Gratuity, Bonus and Maternity Benefit laws.
- Maintain confidentiality of candidate information.

6. PROHIBITED ACTIVITIES

Employer shall not:

- Sell candidate data.
- Share database access credentials.
- Download or scrape candidate information in bulk.
- Use candidate information for marketing or solicitation unrelated to recruitment.
- Post misleading vacancies.

7. DATA PROTECTION

Employer shall process candidate information only for recruitment purposes.

Employer shall implement reasonable safeguards to protect personal information.

Any data breach affecting candidate information shall be immediately reported to the Portal.

8. NO HIRING GUARANTEE

The Portal does not guarantee:

- Availability of candidates.
- Interview attendance.

- Candidate acceptance.
- Hiring outcomes.
- Employee retention.

9. INTELLECTUAL PROPERTY

All software, databases, trademarks, branding, content and technology remain exclusive property of the Portal.

Employer acquires only a limited non-transferable subscription right.

10. TERMINATION

The Portal may suspend or terminate services if:

- Fees remain unpaid.
- Employer breaches this Agreement.
- Fraudulent activities are detected.
- Candidate data misuse is identified.

No refund shall be payable upon termination due to Employer breach.

11. LIMITATION OF LIABILITY

The total liability of the Portal shall not exceed the subscription fees actually received during the preceding twelve months.

The Portal shall not be liable for:

- Employment disputes.
- Labour claims.
- Candidate misconduct.
- Medical negligence claims.
- Professional malpractice claims.
- Indirect or consequential losses.

12. INDEMNITY

Employer shall indemnify and hold harmless the Portal from any claims arising out of:

- Employment disputes.
- Statutory violations.
- Labour law non-compliance.
- False advertisements.
- Misrepresentation by Employer.

13. CONFIDENTIALITY

Both Parties shall maintain confidentiality of proprietary information obtained during the term of this Agreement.

14. FORCE MAJEURE

Neither Party shall be liable for failure to perform due to events beyond reasonable control including natural disasters, governmental actions, internet outages, cyber-attacks or pandemics.

15. GOVERNING LAW

This Agreement shall be governed by the laws of India.

Courts at Pune, Maharashtra shall have exclusive jurisdiction.

For and on behalf of the Portal

Authorized Signatory Name: Designation: Signature:

For and on behalf of Employer

Authorized Signatory Name: Designation: Signature: Company Seal: