

THIS "Agreement" is entered into on July 23, 2026

BETWEEN

- (1) STS HOLDINGS LIMITED, a company incorporated in Bangladesh, having its registered office at Plot 81, Block-E, Bashundhara R/A, Dhaka-1229, Bangladesh (hereinafter referred to as "STS HOLDINGS," which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors and assigns)

AND

- (2) Bangladesh Pipe and Tubewell Merchants Association (BPTMA) office at- 13/1 ,14 Haji Osman Goni Road (Khalada Tower)Dhaka, Bangladesh with TIN- 283843594902 (hereinafter referred to as the "CUSTOMER," which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors and assigns)

RECITALS

WHEREAS:

- A. STS HOLDINGS owns and operates Evercare Hospitals Dhaka, a multi-specialty hospital which provides healthcare services in Bangladesh.
- B. CUSTOMER - Bangladesh Pipe and Tubewell Merchants Association (BPTMA)
- C. CUSTOMER wishes to avail healthcare services, including, without limitation, hospitalization, consultation, investigations, ambulance, diagnostic and other services ("Services"), for its employees, consultants, management personnel, owners and directors, and each of their dependents (i.e., the children under 21 years of age, parents, spouse) (each, an "APPROVED PERSON"), from STS HOLDINGS, and STS HOLDINGS can provide such healthcare services, on the terms and conditions stated in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SERVICES

- 1.1 CUSTOMER shall provide STS HOLDINGS with a list of the APPROVED PERSONS; CUSTOMER may amend or supplement the list from time to time in like manner. Only the persons approved by CUSTOMER in the forms are eligible to avail the Services under this Agreement.



- 1.2 STS HOLDINGS may review such authorization letter for verification purpose at any time.
- 1.3 An APPROVED PERSON may avail the Services from STS HOLDINGS as inpatient or outpatient, on such terms and conditions, and in accordance with such rules and regulations, as may be prescribed by STS HOLDINGS from time to time at its sole discretion, which shall be deemed to have been incorporated in this Agreement by reference to this clause.
- 1.4 CUSTOMER acknowledges, understand and agrees that:
 - 1.4.1 CUSTOMER shall ensure that each APPROVED PERSON is at all times compliant with the terms of this Agreement, as well as the other terms and conditions and rules and regulations relating to the Services, as may be prescribed by STS HOLDINGS from time to time.
 - 1.4.2 Approved person shall be wholly liable and solely responsible for any loss or damages caused by an APPROVED PERSON.
 - 1.4.3 STS HOLDINGS shall endeavor to provide the Services on a non-discriminatory and on first-come, first-serve basis; however, this Agreement does not guarantee access by any APPROVED PERSON to the Services.
 - 1.4.4 notwithstanding anything to the contrary contained in this Agreement, STS HOLDINGS reserves the right to refuse the Services to any APPROVED PERSON at any time at its discretion, which discretion shall be exercised reasonably and in good faith.
 - 1.4.5 STS HOLDINGS reserves the right to refuse a Service to any person who is not an APPROVED PERSON.
 - 1.4.6 STS HOLDINGS reserves the right to ask for identification document of an APPROVED PERSON to verify identity.
 - 1.4.7 CUSTOMER shall ensure that each APPROVED PERSON has registered with STS HOLDINGS and has taken prior appointment, in order to avail the Services; and
 - 1.4.8 STS HOLDINGS may ask for information and medical documents it may reasonably require to provide the Services, which the approved person shall provide, or require the APPROVED PERSON to provide, to STS HOLDINGS.



- 1.5 STS HOLDINGS shall make provision for a dedicated corporate desk for APPROVED PERSONS to avail priority customer services. An APPROVED PERSON may also use the following contact information for availing priority customer services or other correspondences, between 9:00 AM and 5:00 PM from Saturday to Thursday, except holidays:

Name	Contact No.	Email
Md. Iftekhar Hossain	01713489195	corporate@evercarebd.com
Shihab Shahariar Khan	01321210775	
Md. Mahbubur Rahman	01713099873	
Yamin Ara Anjila	01713228886	
A.M. Abul Kashem	01708127491	
Appointment call center	10678	
Emergency hotline		
Ambulance		
Pharmacy	01713186811	
Home Service sample collection and medicine	01755644747	
Duty Manager	01713064563	All service-related issues after 5:00PM

- 1.6 STS HOLDINGS may not disclose information to CUSTOMER relating to the medical treatment of an APPROVED PERSON (whether such information are marked as confidential or not), without the prior written approval of the concerned APPROVED PERSON. CUSTOMER shall be responsible to procure such written approval.
- 1.7 For any matter not specified in the Agreement, or otherwise contained in the rules and regulations of STS HOLDINGS, the decision of STS HOLDINGS shall be final.



2. FEES, DISCOUNT AND PAYMENT

2.1 STS HOLDINGS shall offer CUSTOMER (and/or the APPROVED PERSON) the Services as per the standard tariff structure of STS HOLDINGS, as amended from time to time, on discounted rate.

2.2 An APPROVED PERSON shall be eligible to avail the Services at a discounted rate, as follows:

Services (IP)	%
Consultation fees	5
Lab investigation fees and charges	
Bed Tariff	
Radiology investigation fees and charges	
Operations theatre charges	
Anesthesia charges	
Surgeon's fees	
Nursing service charge	
Blood bank	
Physiotherapy fees and charges	
Ambulance	

Services (OP)	%
Lab investigation fees and charges	5
Radiology investigation fees and charges	

For the avoidance of doubt, the discount shall not apply to medicines, disposables, consumables, and registration fees.

2.3 All Services shall be provided by STS HOLDINGS to the APPROVED PERSONS upon advance payment in cash or debit / credit card facilities. STS HOLDINGS reserves the right to refuse a Service to an APPROVED PERSON who does not make advance payment in the manner aforesaid.



3. INDEMNIFICATION

- 3.1 CUSTOMER agrees to indemnify, defend, hold harmless, pay and reimburse STS HOLDINGS, its directors, officers, employees and affiliates from and against any and all claims, demands, losses, expenses or liabilities, at any time and from time to time, from and against all loss or damage to any property or person of STS HOLDINGS or an APPROVED PERSON, howsoever incurred, without any limitation, arising in connection with the provisioning of the Services or otherwise in relation to this Agreement.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective from the Agreement Date, and shall continue unless terminated earlier:

4.1.1 with mutual consent of the parties in writing; and/or

4.1.2 by either party, upon giving 30 (thirty) days' written notice of termination to the other party.

- 4.2 Clause 4 of this Agreement shall survive termination of the Agreement.

5. GOVERNING LAW AND DISPUTE RESOLUTION

- 5.1 The parties agree to resolve all disputes arising hereunder, promptly, equitably and in good faith. Any dispute, controversy, claim and/or difference arising in relation to this Agreement, or any breach hereof, which cannot be settled amicably, shall be finally settled by arbitration to be conducted in Bangladesh, in accordance with the applicable laws and following the rules of arbitration of the Bangladesh International Arbitration Centre.

- 5.2 This Agreement shall be governed by the laws of Bangladesh and is subject to the jurisdiction of courts in Bangladesh.

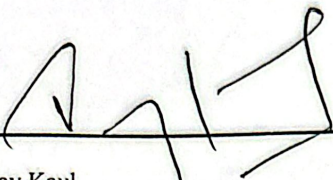
- 5.3 Clause 5 of this Agreement shall survive termination of the Agreement.



THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE AGREEMENT DATE

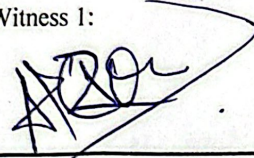
SIGNED ON BEHALF OF STS HOLDINGS
LIMITED

SIGNED ON BEHALF OF Bangladesh Pipe and
Merchants Association (BPTMA)

By: 
Vinay Kaul
Chief Marketing Officer
Evercare Hospital Dhaka

By:
Name: Parvez Alam Chunnu
(President)(BPTMA)
Bangladesh Pipe and Merchants Association
(BPTMA)

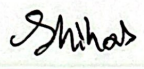
Witness 1:


A M Abul Kashem Rony
GM & Head – Corporate Marketing
Evercare Hospital Dhaka

Witness 1:


Md. Parvez Alam Chunnu
President
Bangladesh Pipe & Tubewell Merchants
Association
Md. Awolad Hossain jabul
(General Secretary-BPTMA)
Bangladesh Pipe and Merchants Association
(BPTMA)

Witness 2:

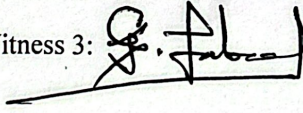

Shihab Shahriar Khan
Executive – Corporate Marketing
Evercare Hospital Dhaka

Witness 2:


Mohd Awolad Hossain Jabul
General Secretary
Bangladesh Pipe & Tubewell Merchants
Association
Golam Shahriar Javed
(Vic- President)
Bangladesh Pipe and Merchants Association
(BPTMA)

Witness 3:

Witness 3:


Name: Amran Kabir
(Director- BPTMA)
Bangladesh Pipe and Merchants Association
(BPTMA)

