

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

BETWEEN

CONNECT AND HEAL PRIMARY CARE PVT LTD

(Herein after referred as "CNH")

A Corporate Body / Partnership Firm under the Companies Law of India having its Registered office at T5-201, Jaypee CGHS Limited, Plot 2, Sector 22, Dwarka, New Delhi-110077, Delhi, India and its primary care clinic at 406, 4th Floor, Wing-C, One BKC Plot No 66, G Block, Bandra Kurla Complex, Bandra East Mumbai 400051, India having CIN 85100DL2015PTC288369 and PAN AAGCC3152Q

AND

MGM's Medical Center & Research Institute, Super Specialty Hospital

(herein after referred to as "Hospital")

A Corporate Body under the Companies Law of India having its Registered office at New MCRI OPD, Gate No 2, CIDCO N -8, Aurangabad - 431003

1. Purpose

- A) The Company is a primary health care provider and as such has a first responder network of ambulances, doctors & Home Care companies offering access thereto, to individuals and their families under its SOS Care program and through retail channel mysoscare.com ("Website") and health screenings directly through its corporate medical rooms.
- B) The Hospital is engaged in providing emergency services, primary, secondary and tertiary care 24*7 including large range of pathological and clinical tests (hereinafter referred to as "services") throughout India situated in various parts of the country. The Hospital is operating their services through well trained and highly qualified staff and has deployed state-of-the-art machinery, gadgets, equipment and computer software for conducting such clinical tests, in order to maintain a high level of quality. The Hospital has also obtained accreditations and certifications for its laboratories with various national and international medical bodies including NABL and CAP.

The Hospital has represented that it has necessary infrastructure, expertise, license, permission and facilities to the Services as outlined in the scope of this Agreement.

2. Period

MOU Diagnostic center, CNH_20171016

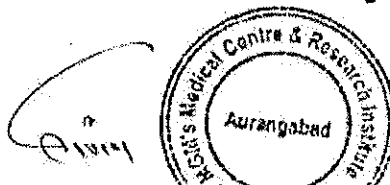


Gdoshi

[Signature]

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University) as per UGC Act
Navi Mumbai-410 209



This Agreement of service is effective as on 1st January 2019 for a period of 2 (two) years.

This Agreement of service may be amended at any time in writing, by mutual consent and shall be for an initial fixed term of one (1) year and shall continue thereafter for such further period as mutually agreed to by the parties hereto.

3. Scope of Services

Both Parties are now desirous of entering into this Agreement to record their mutual agreement and understanding regarding the offering of services for clients of the Company.

Services include Health Screening Services.

- a) The Hospital will be notified by CNH representatives for services for its Clients. Mode of payment will be by CNH.
- b) The Hospital will send the soft copy of the reports within 24 hours on designated emails by CNH and a hard copy of report within 5 days from collection of samples.
- c) CNH will not be responsible for payments for any candidates that have not been intimated to the Hospital on email.
- d) In case of Health Screening Services, the Hospital shall be responsible for testing of the samples and reports generated as per Good Laboratory Practices and all other applicable laws, regulations and industry standards.

4. Termination

- 4.1 If either party commits a material breach of or default under this Agreement, either party may terminate the Agreement by giving the defaulting party one month notice in writing terminating the Agreement, if such default or breach is not remedied by defaulting party within seven days of receipt of such notice.
- 4.2 In the event of dispute or disagreement or matter of concern arising between the parties, which is not a breach or default, the matter shall be referred to the Chief Executive Officer of each party hereto for resolution.

5. Fees for Service and Payment Terms

All payments will be made by CNH to Hospital will be within 30 days from the date of the invoice provided the invoice is sent to CNH before the 5th of each month.

6. Waiver



G. Doshi

[Signature]



- 6.1 Both parties expressly agree that neither party shall be in any way held responsible for the debts or defaults of the other party arising out of this Agreement, and shall indemnify each other against any such claims by all other persons
- 6.2 Both parties expressly affirm that this agreement does not constitute a joint venture or partnership arrangement.

7. Confidentiality

Each party acknowledges that during the Term of this Agreement, they may acquire, be exposed to and have access to, the other party's material, data and information that is confidential, proprietary and/or a trade secret (the "Confidential Information"). Confidential Information shall include, but not be limited to, any confidential or proprietary information disclosed by or on behalf of either party in written or oral form and any such information discovered by either party pursuant to its provision of services under this Agreement. The parties hereby agree that they will not disclose the Confidential Information, to any person, firm or corporation, or use the Confidential Information for any other purpose except to perform their respective obligations pursuant to this Agreement and except as may be required strictly under law. Hospital I understands due to the nature of the services, Hospital will be privy to personal information and sensitive personal information. Hospital agrees to keep and shall ensure that its staff shall keep confidential all the Personal Data and Sensitive Personal Data received in the course of providing services and shall not make any disclosures without the prior written consent of Connect & Heal. Personal Data and Sensitive Personal Data shall have the meanings assigned under Information Technology (Reasonable Securities Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 or any similar law either in force or shall be in force. Hospital agrees to strictly abide by applicable laws and immediately notify Connect & Heal and agrees to provide required cooperation and support in case of any leak Personal Data and Sensitive Personal Data or breach of the above provisions. The provisions around confidentiality shall survive termination/expiry of the Agreement.

8. Liability

Under no circumstances CNH shall be responsible for any liability arising out of services rendered by Hospital towards CNH Clients or Clients customers / patients.

9. Assignment.

Neither party shall assign, sublicense or otherwise transfer or delegate any right or obligation in this Agreement without the prior written consent of the other party.

10. Severability

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal, void or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

11. Independent Entity.

