

MEMORANDUM OF UNDERSTANDING

For Listing at Mobile and Web Application

WHEREAS CNC Healthcare Services Pvt Ltd (the Company) has launched its flagship product named Blithia which is a Cloud based Mobile application named Blithia (“Blithia”) and a web based service which enables healthcare services and booking of diagnostic appointments, health packages and receiving of reports on mobile. The company is also into doing home collections on behalf of the diagnostic centers.

WHEREAS _____ is engaged in the business of conducting and providing large range of diagnostic tests throughout _____ (location), through well trained and highly qualified staff and has deployed latest machinery, gadgets and computer software for conducting diagnostic test in order to maintain a high level of quality

This part of the agreement lays down terms for listing the services of the diagnostic centre on Blithia application (both mobile and web) for the customers of Blithia to book appointments online.

1. SCOPE OF SERVICES

1.1. **CNC Healthcare Services Pvt Ltd** shall market the association with _____ (Diagnostic Center Name) and provide leads to _____ for onward collection of blood or for imaging tests. The customer of CNC Healthcare Services Pvt Ltd may avail a home visit (if provided by the Lab) or shall visit one of the centers of the _____ (Diagnostic Center Name)

1.2. The company shall forward the appointment details of Pathology as well as Imaging to (email Id : _____ of the Diagnostic Center) and can also be viewed on their Blithia Login.

1.3. _____ (**the Diagnostic Center**) shall collect the samples or conduct the study or imaging and forward the reports to CNC Healthcare Services Pvt Ltd by upload on the Blithia Software / LIMS.

1.4. _____ (**the Diagnostic Center**) undertakes to display "BLITHIA" collateral at their center for identification by "BLITHIA" customers.

2. COMPENSATION FOR SERVICES

_____ shall provide a list of collections done by it with respect to leads provided by CNC Healthcare Services Pvt Ltd on a monthly basis shall check and confirm the transactions.

Listing on Blithia Application is Free. Liability of Diagnostic Centre to pay arises only on generation of sales/leads.

The _____ Lab will pay 30% *of MRP AS INCENTIVES TO BLITHIA OUT OF WHICH UPTO 20% MAY BE TRANSFERRED TO CUTOMERS AS DISCOUNTS* on all leads / users generated through bookings on Blithia Application and Portal. This percentage shall be for all Individual tests, Profile Tests, Health Packages and Imaging Services including 2D Echo, MRI, CT Scan, Sonography etc.

Account Receivables/ Payables – shall be settled on a Monthly basis by raising invoice by 1st of the succeeding month and payment by 10th of the same month.

GST, if applicable, shall be extra. Tax deduction at source (“TDS”), if applicable shall be deducted, and certificate for such deduction shall be provided by to CNC Healthcare Services Pvt Ltd (PAN: AAGCC1205L).

3. DURATION/TERM

_____ shall provide the Services under this MOU for a period of 12 months commencing with effect from _____, 2018 (‘Effective Date’).

4. RENEWAL

Unless terminated as provided hereunder, this MOU shall be automatically renewed for a further period of 12 months on the same terms and conditions. (‘Renewed Period’)

5. INDEMNIFICATION

CNC Healthcare Services Pvt Ltd shall not be liable for any mistake or error on the part of the Lab/Diagnostic Centre in conducting the test or the reporting. The Lab undertakes to solve all such issues on their own and keep the CNC Healthcare Services Pvt Ltd indemnified against any such claims.

6. SEVERABILITY

In the event that any provision of this MOU is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be deemed modified the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the Parties. In such event, the remaining terms and conditions of this MOU shall remain in full force and effect.

7. CONFIDENTIALITY

Either party shall not disclose and /or divulge to any person(s) and /or Companies any information related to the terms of this MOU.

8. TERMINATION

Either party can discontinue this MOU by giving clear 30 days' notice in writing.

9. DISPUTE AND ARBITRATION:

(a) If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this MOU (and whether before or after the termination or breach of this MOU) the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

(b) All disputes under this MOU shall be referred to arbitration under the Arbitration & Conciliation Act, 1996 (or any amendments thereof).

The Proceedings of the Arbitration shall be in English Language and the place and seat of Arbitration shall be in Mumbai

10. FORCE MAJEURE

Neither Party shall be responsible for any event or condition not reasonably within the control of the affected Party, including without limitation, by fire, flood, typhoon, earthquake, explosion, strikes, labour issues or other industrial disturbances, unavoidable accidents, war (declared or undeclared), acts of terrorism, sabotage, embargoes, blockage, acts of God, acts of governmental authorities or statutory bodies, riots, insurrections, or any other cause beyond the control of the affected Party.

For more terms and conditions, please visit www.blithia.com

_____ (Diagnostic Centre)

Name : _____

Title : _____