

AGGREGATOR AND PATHOLOGY LAB AGREEMENT

This agreement (“Agreement”) is made and executed at Indore on this ___ Day of _____, 2022.

BETWEEN

NIKKOMED PRIVATE LIMITED, incorporated as a private limited company under The Companies Act, 2013, having its Registered Office at Plot No. 47-C, Basant Vihar Indore, Madhya Pradesh, India. Represented by Dr. K. K. Prajapati and Dr. Nimish Jain, acting as Directors (hereinafter referred to as **“TestNmeds/Aggregator ”**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns) of the **FIRST PART**

AND

....., incorporated as a.....
limited company having its Registered Office at
.....
..... and Corporate Office
..... represented Sri/Mrs/Ms
.....as
.....and identified by his/her Aadhar Card bearing
No.....; (hereinafter referred to as **“Pathology
Lab/Associate”**, which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and include its
successors, administrators and permitted assigns) of the **SECOND
PART**.

The Aggregator and the Associate shall collectively be called as “Parties” and shall be individually referred to as “Party”.

WHEREAS

- i. The Associate is engaged in providing various pathological services to the public including _____ and all other forms of diagnostic modalities. The Associate may also be engaged in other healthcare services such as _____ or any other related healthcare services.

- ii. The Aggregator has set up a business for providing various online diagnostic services relating to healthcare, arranging and collecting the Patient's data as per his/her requirement and enabling point of care diagnostics through online channels, assimilating and collating Patient's/User's data.
- iii. The Mobile Application and Website developed by Aggregator will be uploaded and used by the clients in a manner prescribed by Aggregators and shall book the services of the associates from out of the choices and options provided therein. Once the user desires to utilize the service(s) of a particular Associate, there the triangular relation commences from start to completion of the Associates services. These relations are seamless, unbreakable and irreversible in nature.
- iv. The Parties have realized the potential of healthcare services in India and are desirous of working together on a commercial understanding.
- v. The Parties desire to enter into this Agreement to record the terms and conditions applicable inter alia for provision of TestNmeds and Pathology Lab/Associate Services.
- vi. The Parties have agreed to an understanding pursuant to detailed discussions.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- I. TestNmeds shall provide coordinated services through its developed products and services to Pathology Lab/Associate, and Pathology Lab/Associate shall procure TestNmeds Services from TestNmeds App, on the terms and conditions specified herein below and the applicable provisions of this Agreement.
- II. Pathology Lab/Associate shall utilize the TestNmeds App and provide Associate Services to the Clients, on the terms and conditions specified herein below and the applicable provisions of this Agreement.

NOW THIS AGREEMENT WITNESSETH

1. DEFINITION AND INTERPRETATION:

A. Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings ascribed to them below:

- a) **“Agreement”** means this Agreement together with all recitals, annexures, exhibits, parts, schedules and policies, as the same may be amended, modified, and supplemented from time to time in accordance with the terms and conditions hereof.
- b) **“Applicable Law”** shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect as of the date of this Agreement or thereafter and in each case as amended.
- c) **“Business Day”** shall mean the day on which banks are open.
- d) **“Parties”** collectively referred to both the Aggregator and the Pathology Lab.
- e) **“Client/Patient”** shall mean the User logged in the TestNmeds App and availed online pathological services through the Aggregator.
- f) **“TestNmeds Platform”** means the technology application and platform titled ‘TestNmeds’, owned and operated by the Aggregator.
- g) **“Pathology Fees”** means the outpatient pathological services fees as mutually agreed between the Parties for each diagnostic services. Pathological Fees shall be set out in **Schedule I** of the Agreement.
- h) **“Aggregator Fees”** means the percentage of Pathology Fees or Net Fees as set out in **Schedule I** to be charged by the Aggregator from the Pathology Lab/Associate for providing platform to the User/Client and Pathology Lab/Associate to render diagnostic services as mentioned in the agreement and technology usage charges.
- i) **“CIMS Licensee Fees”** means the flat fee charged to the Pathology Lab/Associate by the Aggregator for the usage of CIMS and other medical databases available on the TestNmeds App.
- j) **“Confidential Information”** means information disclosed by (or on behalf of) First Party or its clients to the Second

Party under (or in connection with) this Agreement that is marked as confidential or would normally under the circumstances or under applicable laws be considered confidential information, including but not limited to information pertaining to the Parties, Client(s), the TestNmeds Platform, technology, e-Prescription, health records, medical records, diagnostic and/or test results of the Client. Confidential Information does not include information that (a) the recipient already knew without the breach of any confidentiality obligations, (b) becomes public through no fault of the recipient, (c) was independently developed by the recipient, or (d) was lawfully given to the recipient by a third party.

- k) "Required Documents" mean all information, materials, documents, licenses, permissions and other similar items, required in connection with provision of Associate Services and/or operations of Associate, including but not limited to accurate and complete details of Associate Services that will be provided by Associate to Clients.

B. Interpretation

- i) Agreement means this Agreement and includes all annexures, schedules, supplements and appendices (if any);
- ii) References to any agreement or document including this Agreement shall include such agreement or document as amended, modified, varied, novated, supplemented or replaced from time to time in writing signed by the concerned Parties;
- iii) Descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Clauses;
- iv) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances unless the context otherwise permits;
- v) The terms "hereof", "hereto" and "hereunder" and similar expressions shall mean and refer to this Agreement and not to any particular Clause of this Agreement;

- vi) The terms “Recital”, “Schedule” or “Clause” mean and refer to the specified Recital of, Schedule to, and Clause of, respectively, this Agreement;
- vii) Any grammatical form of a defined term herein shall have the same meaning as that of such term; and
- viii) The words “including” and “includes” herein shall always mean “including, without limitation” and “includes, without limitation”, respectively.

2. SCOPE AND OPERATIONAL PARAMETERS:

The Associate/pathology hereby envisages the promotion and development by the Aggregator of the medical facilities of the medical facilities of the Associate by referring Patients through its online and offline means to be treated by the Associate. The Associate hereby engages the services of the Aggregator for the same on a non-exclusive basis.

A. What the Associate/Pathology has agreed to do:

(i) The Associate hereby grants the Aggregator the right to market its Associate(“Right to Market”). The Aggregator will do advertising, promotion, pricing, allocation, and for receiving Appointments through channels including but not limited to its website or its mobile application in consultation with the Associate.

(ii) The Associate shall honor all such appointments and shall be responsible for providing all such Patients/clients referred by the Aggregator with the requisite healthcare services to the best of its abilities.

(iii) As the Aggregator associates with the entire Associate, the Associate agrees that TestNmeds System will be implemented in such facilities and at such place or places as may be mutually agreed between the Parties in writing from time to time.

(iv) The Associate agrees to make space for advertising of the App and also share any incidental marketing costs.

(v) In order to avail the Aggregator’s services and expertise, the Associate here by agrees to implement the TestNmeds System at the Associate as set out in **Schedule – I**. The Aggregator and the Associate shall be collectively

responsible for the day- to- day upkeep and operations of the TestNmeds Systems.

(vi) The Associates shall provide to the Patients, introduced by the Aggregator, with appropriate pathological services as specifically required by the Patients.

(vii) The Associates hereby agrees and covenants that it shall use the TestNmeds Platform, at all times during the term of this Agreement, for providing the pathological services to the Patients, whether it is to provide necessary responses to the Patients, render advice or conduct any diagnosis, on the TestNmeds platform, or store the records of the Patient on the TestNmeds platform.

(viii) Notwithstanding anything elsewhere; the Associates/Pathology Lab understands that it alone stands responsible for its infrastructure and facilities and that Aggregator shall not bear or have any responsibility or liability with respect to the same.

(ix) Associates/Pathology Lab shall at its sole cost and expense, obtain and maintain all permits and licenses necessary in connection with its performance of its obligations under this Agreement and shall comply with all relevant governmental rules and regulations.

(x) Associates/Pathology Lab hereby agrees to comply at all times with the Aggregator's terms of use, privacy policy, applicable rules and regulations regarding safety, security, use, and conduct, of the TestNmeds Platform.

(xi) Associates/Pathology Lab hereby further agrees that in no event and under no circumstances shall the Aggregator/TestNmeds be held responsible and liable, whether together with the Pathology Lab or independently, with respect to any services rendered by Associates to the Patients. It is hereby clarified that the Aggregator shall not be liable for any claims or damages in respect of the medical diagnostic services, or any other services rendered by the Pathology Lab to the Patients under this Agreement.

(xii) The Associates/Pathology Lab agrees not to divulge the TestNmeds Platform credentials to anyone, and that no one but itself will be operating this account.

(xiii) The Associates/Pathology Lab agrees to not send spam or promotional messages to any Patients for your services via messaging on the TestNmeds Platform or over the emails. In the event any Patient flags the Associate for sending spam or promotional messages, the Associate's account will be suspended, and your case will be subjected to internal investigation.

(xiv) All information shared by the Associates/Pathology Lab for your profile, or information you share with the Patient on the TestNmeds Platform will be governed by Aggregators Terms of Use and Privacy Policy.

B. What the Aggregator has agreed to do:

(i) TestNmeds shall render its services in conformity with applicable laws, good commercial practices and the best industry standards.

(ii) As part of the Right to Market, the Aggregator shall determine the pricing and the services to be rendered in consultation with the Associate and shall also be entitled to respond to Patient reviews on behalf of the Associate in consultation with the Associate.

(iii) The Aggregator has developed a distinctive system of standards, specifications, policies and procedures, required to be implemented in order to offer the highest quality of healthcare/pathological service to the Patients. These standards, specifications, policies and procedures are hereinafter collectively referred to as the "TestNmeds/Aggregator System", details whereof are set out in **Schedule – I** of this Agreement.

(iv) Aggregator shall ensure that TestNmeds platform is operational and accessible at all times (subject to unforeseen technical errors/failures).

(v) Aggregator shall reasonably ensure that the technology and experience provided by the Aggregator and its personnel are of the highest quality and standard.

(vi) Aggregator shall have the right to send its personnel, employees, agents or contractors to the Associates/Pathology Lab, after informing the Pathology Lab 2 Business Days in advance of the visit, to check and ensure that the TestNmeds platform made available in the Pathology Lab is operating accurately. When any employee, agent or contractor of the Aggregator enters the premises of the Pathology Lab, the Aggregator shall ensure that such employees, agents and contractors use all reasonable endeavors to: (i) protect Pathology Lab's people and property; (ii) prevent nuisance and unnecessary noise and disturbance in Pathology Lab premises; and (iii) act in a safe and lawful manner and comply with the safety standards and policies of the Lab. The employees and representatives of the Aggregator shall wear an official identity card (provided by the Aggregator), when they are in Lab's premises.

(vii) Aggregator at its sole cost and expense, shall obtain and maintain all permits and licenses necessary in connection with its performance of its obligations under this Agreement and shall comply with all relevant governmental rules and regulations.

3. MARKETING:

1. Parties hereby agree that the Aggregator shall have right to promote and market Associates/Pathology Lab in the manner the Aggregator deems fit, after taking permission from the Lab with a copy of the marketing material; such permission shall not be unreasonably denied.
2. Parties hereby also agree and acknowledge that the Aggregator shall have the right to promote and market the Aggregator to Pathology's existing Patients via various channels.
3. Pathology Lab hereby agrees and grants the Aggregator the right to create and display co-branded signage, such as signs images, and logos, on digital channels or Pathology Lab premises, in such manner as the Aggregator deems fit, after taking permission from Pathology Lab with a soft copy of the signages; such permission shall not be unreasonably denied.

4. Details of the type and form of marketing proposed to be carried out by the Aggregator shall be mutually agreed in writing among the Parties.
5. The cost for co-branded marketing done by the Aggregator within Pathology Lab premises shall be borne by the Aggregator.
6. The cost of any co-branded marketing campaign on mass media channels like radio, print, hoarding or television shall be discussed between the Aggregator and Associates. The decision of sharing cost shall be based on mutual written agreement between both the Parties.

4. ADDITIONAL PAYMENT TERMS:

- i. The Pathology Lab shall use the technology solution provided by the Aggregator ("Technology Solution") for all interactions with the Patients referred to the Lab by the Aggregator. This shall include managing and assigning appointments, generating invoices, rendering prescriptions.
- ii. By the first week of every month, the Aggregator shall share a settlement statement ("Monthly Settlement Statement") with the Pathology Lab providing the break-up for each of the consultation services as detailed above rendered in the previous month.
- iii. All payments made by the Aggregator to the Pathology Lab shall be subject to withholding taxes and such other taxes as and when applicable.
- iv. All payment exchanges between the Parties shall be consummated through a direct bank transfer using NEFT/RTGS/IMPS or through a cheque/demand draft/pay order as specified by the Parties.
- v. The Parties agree that the Aggregator shall pay the Pathology Lab differential amount, that is, the amount equal to the Pathology Lab's Fee minus the Aggregator Fee. Additionally, in order to scale up the business for the Pathology Lab, Aggregator at its discretion may charge the Patient a discounted amount that can be lower than the agreed Pathology Lab's fee. In such an event Aggregator shall borne the cost towards the discounted fee and continue to pay the Pathology Lab an amount equal to the Lab's Fee minus the

Aggregator Fee. Further, Aggregator may charge the Patient a higher amount and retain the excess amount charged from the Patient over the agreed Pathology Lab's Fee. In such events Aggregator shall continue to pay the Lab an agreed amount, that is, the amount equal to the Pathology Lab's Fee minus the Aggregator Fee.

- vi. All the payments made under this Agreement shall be subject to applicable withholding taxes and such taxes as applicable from time to time.

5. **TERM AND TERMINATION:**

- (i) The Effective date stated in the preamble of this Agreement shall be regarded as the date of commencement of this Agreement ("**Commencement Date**").
- (ii) The Agreement is valid for the Term specified in the Pathology Lab's Agreement. On the expiry of the Term of this Agreement, the Parties hereto may, by mutual consent in writing, extend the term of this Agreement for such further period or periods and on the terms and conditions as may be mutually agreed between the Parties.
- (iii) Parties hereby agree that the commercial terms between the Parties for the purpose of this Agreement shall be revised and discussed by the Parties thirty (30) days prior to end of Term of this Agreement and the revised agreed terms shall be in written form executed by the Parties, as an addendum to this Agreement.
- (iv) Either Party may terminate this Agreement for (i) breach or non-conformity by the defaulting Party of any of the terms of this Agreement or failure to perform the obligations/duties under this Agreement, which breach or failure, if capable of cure or remedy, has not been cured or remedied within thirty (30) days of the receipt of written notice of such breach or failure from the non-defaulting Party; or (ii) in the event of a Party being ordered to be wound up for any reasons by any court or direction and/or liquidator/receiver being appointed.
- (v) Notwithstanding anything else contained in this Agreement, the either Party may terminate this Agreement, for any or no reason, at any given point in time by giving the other Party a thirty (30) days' notice of such termination.
- (vi) Notwithstanding anything else contained in this Agreement, the Aggregator may terminate this Agreement with a week's notice in the case of provable negligence, fraud or misconduct on the part of the Pathology Lab in performance of the services to be provided by the Lab to the Patients.
- (vii) Upon termination of this Agreement whether by expiry of the Term or early termination the following shall be applicable:

- a) Both Parties shall settle all accounts and payments due to the other Party as on the date of termination.
- b) The Pathology Lab shall henceforth return to the Aggregator all TestNmeds/Aggregator specific data, assets, plans, files, computer discs, software, documents, memoranda, instructional manuals and other records which were given to or obtained by the Aggregator by virtue of this Agreement including any other document that was provided to the Aggregator in order to enable the Pathology Lab to provide the services detailed under this Agreement.

6. DATA PRIVACY & SECURITY:

- (i) Parties shall ensure that all personal information, including without limitation, name, age, address (including postcode), telephone number, or email address, medical records and/or medical information shall be used in accordance with the Aggregator's privacy policy as defined in www.testNmeds.com. Any change in the Aggregator's privacy policy shall be immediately communicated to Pathology Lab in writing.
- (ii) Neither Party shall disclose personal information without following due course/applicable privacy, security and data protection laws, rules and regulations including without limitation those restricting cross border transfer of data, and all applicable laws, rules and regulations governing outbound telephone calls, transmission of electronic mail or other electronic messages not limited to SMS or WhatsApp messages or transmission of facsimile messages.
- (iii) Pathology Lab hereby agrees that the Aggregator shall be allowed to use the information/data, including data received of and from the Patients, received by the Aggregator during the term of this Agreement, for the purpose of enhancing the TestNmeds platform technology, research and analysis, in accordance with applicable laws.
- (iv) Aggregator hereby agrees that Pathology Lab shall be allowed to use the information/data, including data received of and from Corporate Clients, received by Lab during the term of this Agreement, for the purpose of enhancing its workflow, research and analysis, in accordance with applicable laws.
- (v) The Aggregator agrees that Patient details shall remain confidential and would not be shared with a third-party for marketing or promotional purposes.
- (vi) Without the Aggregator's prior written approval, the Pathology Lab shall not publish or use any advertising, sales promotion or publicity matter relating to the Agreement and/or the Aggregator. The Pathology Lab further agrees to not to disclose the fee/commission of any other amount agreed between the parties to any third party for any reason whatsoever.

- (vii) The Pathology Lab agrees that the Aggregator for its promotional purposes shall be allowed to use the information provided by the Lab.

7. OWNERSHIP:

- (i) For the purpose of this Agreement:
 - a. “Lab-generated Materials” – means any write up, ideas, materials, data, programs or information, including, without limitation, ideas, concepts, whether or not subject to copyright, but not including (i) any data in public domain used by Lab in those materials and (ii) Third Party Proposals.
 - b. “Third Party Proposals” means any ideas, concepts, materials or proposals that Pathology Lab obtains from a third party, so long as Pathology Lab identifies the item as supplied by a third party prior to furnishing it to Aggregator.
 - c. Assignment of all intellectual property rights in the Pathology Lab generated Materials – Pathology Lab hereby irrevocably and perpetually assigns to the Aggregator all worldwide rights, title and interests in and to intellectual property created, made, conceived, reduced to practice or authored by Pathology Lab, or any persons provided by Lab either solely or jointly with others, in the Pathology Lab generated Material, including the right to obtain, register, perfect and enforce such rights under applicable laws and conventions. Pathology Lab agrees that the Aggregator will be free to make, have made, use, offer for sale, sell, modify, translate, and import products utilizing the intellectual property assigned to the Aggregator.
 - d. All plans, ideas, materials, data or information furnished by the Aggregator to the Pathology Lab in connection with the Agreement (“Aggregator-furnished Materials”) are the sole property of the Aggregator. The Pathology Lab must not use any of those items at any time in connection with any product or service of any other organization, or for any purpose other than the Pathology Lab’s performance of its obligations under the Agreement.
 - e. Upon termination or expiration of the Agreement, Pathology Lab will transfer to Aggregator title and ownership of all Pathology Lab-generated Material. Thereafter, Aggregator shall have no liability to Pathology Lab arising from Aggregator’s use of any of that Pathology Lab-generated Material.

8. QUALITY OF SERVICE:

Parties hereby agrees to: (a) provide their services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the services provided under this Agreement; (b) ensure the highest quality of work and the delivery of the services with the utmost efficiency and care; (c) act in good faith and in the best interests of the other Party; (d) keep the other Party informed of all matters of which it ought reasonably be made aware, and provide such information in relation to the provision of the services as may reasonably be required by the other Party; and (e) fully comply with their obligations and duties under this Agreement.

9. WARRANTY:

Each Party warrants that (i) it has the power and authority to execute and deliver this Agreement and is not prohibited from entering into this Agreement; (ii) this Agreement has been duly authorized by all necessary resolutions and upon execution and delivery by it will be a legal, valid and binding obligation against it, enforceable in accordance with its terms; (iii) the execution and delivery of this Agreement by it and the promises, agreements or undertakings under this Agreement do not violate any applicable law, or any rule, regulation or order applicable to it or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instrument to which it is a party or which are applicable to it; and (iv) all services provided by it will be performed in a professional manner and with the highest standard and care.

10. CONFIDENTIALITY:

- i. Any information relating to a Patient or about either Party obtained during the subsistence of this Agreement shall remain confidential and the Parties shall not disclose such confidential information to any third party (provided that the Parties may reveal such information to any of their employees, officers, advisers, who have a need to know such information, in each case, subject to the relevant recipient acknowledging the confidential nature of the information) without prior written consent of the disclosing Party.
- ii. Each Party hereto shall treat as confidential all information of a confidential nature (including but not limited to trade secrets, intellectual property or any rights therein and information of commercial value), which may become known to any of them from any other Party or their respective affiliates. None of the Parties shall reveal any such information to any third party (provided that the Parties may reveal such information to any of their employees, officers, advisers, who have a need to know such information, in each case, subject to the relevant recipient

- acknowledging the confidential nature of the information) without prior written consent of the disclosing Party.
- iii. Obligations of confidentiality contained herein shall not apply to any information which is already in the public domain.
 - iv. Legal Obligation to Disclose. Either Party may disclose Confidential Information of the other Party in accordance with a judicial, administrative or governmental order, provided that the Party disclosing the information against the judicial, administrative or governmental order gives the other Party reasonable notice and opportunity prior to such disclosure to take any lawful actions that are available to prevent or minimize the extent of disclosure of the Confidential Information.
 - v. Parties obligations for confidentiality shall survive the termination of this Agreement.

11. INDEMNITY:

- (i) Except as covered under this Agreement, Aggregator shall not become or be responsible for any other liability on any account.
- (ii) Pathology Lab shall indemnify, defend and hold Aggregator harmless from all actions, proceedings, complaints, claims, damages, demands, liabilities, costs, expenses, etc arising out of or in relation with:
 - a) any violation of confidentiality obligations;
 - b) any form of medical negligence;
 - c) any violation of the intellectual property rights of the Aggregator;
 - d) any act of wilful misconduct, gross negligence by the Pathology Lab and/or its employees/associate;
 - e) any statutory violation;
 - f) any other act which may have any form of legal impact on the Aggregator.
- (iii) Pathology Lab shall not be liable for any claims or damages in respect of the TestNmeds services rendered by the Aggregator to the Patients under this Agreement.

12. FORCE MAJEURE:

Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labour condition, governmental action, and internet disturbance) that was beyond the Party's reasonable control. A Party will be excused from all of its obligations (except for payment obligations) under this Agreement in the event of any contingency beyond the reasonable control of the Party, such as

an act of God, flood, earthquake, war or national emergency, insurrection, any epidemic, and/or an act of terrorism and change in government policies. If the delay or failure continues for more than 30 (thirty) days, either Party may terminate this Agreement in whole or in part, upon notice in writing to the other Party.

13. ASSIGNMENT:

Except as otherwise expressly limited or provided for herein, neither party shall assign and transfer any of its rights, privileges, or obligations set forth in, arising under, or created by this Agreement in whole or in part without prior limitation to other Party.

14. AMENDMENT:

This Agreement shall be amended, changed, modified, supplemented, rescinded or discharged only by writing signed by both the Parties. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements on that subject. Except as expressly provided in this Agreement any amendment must be in writing executed by both the Parties and expressly state that it is amending Agreement. Notwithstanding anything contained in this Agreement, Associate/Pathology Lab agrees and confirms that TestNmeds shall have the exclusive right to modify the whole or any part of this Agreement and shall intimate the same to Associate within a period of 7 (seven) days from such amendment, by -(i) issuing notice/notification on the Virtual Platform or via email to Associate sent to its registered email id ("Electronic Notification") and (ii) at the sole discretion of TestNmeds, through a written communication through courier/speed post at the address provided in this Agreement, which shall be considered as valid and agreed communication.

15. GOVERNING LAWS, ARBITRATION AND JURISDICTION:

This Agreement will be governed by and construed under the laws of India without regard to conflict-of-laws principles. The Parties shall make endeavours to settle by mutual consultation any claim, dispute, difference or controversy ("Dispute") arising out of, or relating to or under this Agreement. Any Dispute that cannot be settled by mutual consultation within a period of 30 (thirty) days from its commencement, shall be finally settled by arbitration in

accordance with provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitral panel shall comprise of a single arbitrator mutually agreed to between the Parties. In the event the Parties fail to mutually agree upon a single arbitrator within a period of 21 (twenty one) days from the date the Dispute is to be resolved by arbitration, the Dispute shall be resolved by an arbitral panel comprising of 3 (three) arbitrators. One arbitrator shall be nominated by each Party and the third arbitrator shall be nominated by the two arbitrators so nominated. The Parties shall be required to appoint their arbitrator within 30 (thirty) days from the date the Dispute is to be resolved by arbitration. Any arbitral award shall be final and binding on the parties. Such arbitration proceedings shall be conducted in Indore, Madhya Pradesh. The arbitration proceedings shall be conducted in the English language. Subject to the foregoing, this Agreement shall be subject to the exclusive jurisdiction of the courts at Indore, Madhya Pradesh only and no other court shall have jurisdiction.

16. SURVIVAL OF PROVISIONS:

The clauses in this Agreement in connection with arbitration, indemnity, representations and warranties will survive any termination of this Agreement. Upon termination of Agreement, each Party will use commercially reasonable efforts to promptly return to the other Party, or destroy and certify the destruction of, all Confidential Information disclosed to it by the other Party.

17. COUNTER PARTS:

This Agreement is executed in two parts, the original shall be with TestNmeds Diagnostic and the copy with the Associates/Pathology Lab.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands to this writing and on the duplicate thereof the day and year hereinabove written.

Accepted and Agreed

Authorized Signatory Authorized Signatory

(AGGREGATOR)

Witnesses:

1)

2)

Accepted and Agreed

1)

(ASSOCIATE)

Schedule-1

(Forming part of this Agreement dated.....)