

SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT (this “Agreement”) made at BENGALURU, KARNATAKA on the duly designated date between ‘Mediclick Healthcare Services Pvt. Ltd. and Pharmacy’, located at Bengaluru [hereinafter referred to as “the Pharmacy” or “Pharmacy”], which expression shall, include its successors and permitted assignees [on the ONE PART] and ‘Mediclick Healthcare Services Private Limited’, a company duly incorporated under the Companies Act, 2013 [Hereinafter referred to as the “Company” or “stockiest”] providing technology services to Pharmaceutical Institutions registered with “Medicento” The Pharmacy and the Stockiest are hereinafter collectively referred to as “Parties” and individually as a “Party”.

WHEREAS the COMPANY works as a one-point solution for all pharmacies to their daily requirement of medicines and other verticals

WHEREAS Party has approached the Company for being appointed as stockiest to their daily requirement of medicine.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD AND RECORDED AS FOLLOWS:

1. PURPOSE OF THE AGREEMENT

1.1. The Company has agreed to consider providing its services at the Pharmacy's establishment (the "Venue(s)") more particularly described in Schedule I to this Agreement. The Pharmacy has agreed to provide certain services relating to procurement of Pharmaceuticals, as mentioned herein below, on the terms and conditions herein contained.

2. TERM

2.1. This Agreement shall be effective from 1st Nov 2018 ("Effective Date") or the date of agreement between the party and company and will be valid for a period of 1 year(s) (unless terminated earlier in accordance with the terms and conditions mentioned hereto ("Tenure")). The Tenure of the Agreement may be extended at any time if mutually agreed to by the Parties in writing.

3. COMPANY'S RESPONSIBILITIES

The Company shall provide its Platform and technical infrastructure, including installation of application, training, etc. to cause least inconvenience to the Pharmacy. The company shall not be liable for successful non-fulfilment of services provided by the Pharmacy.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Pharmacy hereby assures, declares, represents and warrants that it is either a company validly registered under the Companies Act, 1956/2013 or a partnership firm duly incorporate vide a partnership agreement or sole proprietorship firm

4.2 It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business, more particular at the Venue(s);

4.3 The execution and performance of this Agreement by the Pharmacy does not and shall not violate any provision of any existing arrangement, law, rule, regulation, any order or judicial pronouncement;

4.4 It shall comply with the provisions of all the Applicable Laws, concerning or in relation to rendering of its obligations as envisaged under this Agreement; and

4.5 It shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the Applicable Laws throughout the currency of this Agreement.

5. INDEMNITY

The Pharmacy hereby agrees to indemnify and keep the Company, its officers, directors and employees indemnified from and against the following:

(a) Any loss, damage, claim, proceedings, costs, charges and expenses that may be suffered or incurred by the Company on account of delay in delivery, wrongful delivery or non-delivery of Products;

(b) Any claims, arising out of or connected with or resulting from any matter arising out of the Products or any claim or demand made by the Customer; and

(c) Any and all claims arising out of or resulting from any fraudulent acts committed by the Pharmacy, his/its

employees, agents, servants and representatives leading to costs, damages or losses incurred by the Company.

6. EXCLUSIVITY

The Company shall be entitled to have, or make similar arrangements with other Pharmacys/vendors/original equipment manufacturers in the same locality or other areas.

7. CONFIDENTIALITY

7.1. All information and other material supplied to or received by the Pharmacy from the company, which is by its nature intended to be exclusively for the knowledge of the Pharmacy or is marked 'Confidential' and, any information concerning this Agreement ("Confidential Information") shall be kept confidential by the Pharmacy and not shared with any third party unless or until it is compelled to disclose the same:

- (a) by a judicial or administrative process; or
- (b) by Applicable Law; or
- (c) Is required to be furnished to any judicial, investigative, regulatory or other governmental authority having jurisdiction over the Pharmacy.

7.2. The confidentiality obligations contained in this Clause 8 shall survive the termination of this Agreement.

7.3. The Pharmacy shall not misuse or permit the misuse, directly or indirectly, and/or commercially exploit the Confidential Information for economic or other benefits not connected with this Agreement.

7.4. The Pharmacy shall not disclose or publish the terms and conditions of this Agreement or the information submitted by the Company to any third party, including the Pharmacy's business partners, except as stated in this Clause 8.

8. TERMINATION

8.1. Without prejudice to any other remedies available under this Agreement or under Applicable Laws, the Company may terminate this Agreement for any reason whatsoever by giving 15 (fifteen) days' notice to the Pharmacy. The Pharmacy may terminate this Agreement by giving a prior written notice of 3 (three) months, provided that all obligations, liabilities and charges of the Pharmacy to the Company and outstanding on the date of termination of the Agreement shall survive the termination thereof until discharged by the Pharmacy.

8.2. Provided that such termination shall not affect actions already taken by the Company under any Purchase Order accepted by the Company, which shall be completed and delivered in the same manner as if this agreement had not been terminated.

8.3. Effect of termination:

(a) The termination shall be without prejudice to the accrued rights of the Parties.

(b) The Pharmacy shall Accept the delivery of Products for all pending Purchase Orders accepted by the Company prior to the date of termination, unless waived off by the Parties in writing.

(c) The Pharmacy shall deliver to the Company all tablets, stationery, prints, advertising material and documentation in his/its custody provided by the Company

9. PAYMENT TERMS

The Pharmacy will make payments to the Company or its representatives upon receipt of products.

10. ASSIGNMENT

The Pharmacy shall not assign, transfer or sub-contract any of its rights, obligations under this Agreement. The Company shall be entitled to assign/transfer its rights & benefits under this Agreement.

11. JURISDICTION AND DISPUTE RESOLUTION

All disputes, differences or claims of any kind whatsoever arising between the Parties hereto, out of or in connection with this Agreement, or the validity, interpretation, implementation or alleged breach of terms of this Agreement or omitted to be done pursuant to this Agreement, shall be first attempted to be resolved amicably between the Parties by mutual negotiations within 30 (thirty) days of commencement of negotiations. Failing which, such dispute shall be referred to a sole arbitrator to be appointed by the Company. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The arbitration shall take place at Bangalore, Karnataka and shall be governed by the laws of India.

12. MISCELLANEOUS

12.1. Notice:

Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to be given when sent by e-mail to the e-mail address specified below, facsimile to the facsimile number specified below or delivered by hand to the address specified below. A copy of any such notice shall also be sent by registered mail or courier on the date such notice is transmitted by e-mail to the address specified below:

In the case of Pharmacy: In the case of Company:

Name: Name:

Address: Address:

E-mail address: E-mail address:

12.2. Severability:

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect.

12.3. Consents, Approvals and Requests:

Except as specifically set forth in this Agreement, all consents and approvals to be given by either Party under this Agreement shall not be unreasonably withheld or delayed and each Party will make only reasonable requests under this Agreement.

12.4. Waivers:

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by a Party of any breach or covenant shall be construed to be a waiver of any succeeding breach or any other covenant.

12.5. Force Majeure:

Neither Party shall be liable for failure to perform its obligations under this Agreement to the extent such failure is due to causes beyond its reasonable control. In the event of a force majeure, the Party unable to perform shall notify the other Party in writing of the events creating the force majeure and the performance obligations of the Parties will be extended by a period of time equal to the length of the delay caused by the force majeure.

If the period of non-performance by either Party exceeds thirty (30) Business Days, the other Party may terminate this Agreement by giving written notice of thirty (30) Business Days. Such termination shall not relieve either Party of its obligations accrued before the occurrence of the force majeure event.

12.6. Entire Agreement:

This Agreement and the schedules set forth, constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications

relating thereto including any commercial and/or technical proposal made by the Company to the Pharmacy.

12.7. Remedies Cumulative:

No right (including, without limitation, termination rights) or remedy herein conferred upon or reserved to Company is intended to be exclusive of any other right or remedy available to it under Applicable Laws or in equity, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under Applicable Laws, or in equity, whether now or hereafter existing.

12.8. Amendments:

No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

12.9. Survival:

Any provision of this Agreement that by their content are intended to survive the performance, termination, expiration or cancellation of this Agreement shall so survive.

12.10. The Company will not be liable for any Legal Liability arising due to shortcomings like defects or intellectual Property Rights related conflicts with any Third Party, and are to be borne by the Pharmacy.

12.11. Products will be Supplied to the Pharmacy, as per Order, on 5% Discount of Trade Price/Billing Price. The

company will have no hold on Price Scheduling of Products or Services. Order once confirmed cannot be cancelled.

12.12. General State Tax (or GST) will be Applicable as per Government Rules.

12.13. In case, product supplied is Defective, Damaged or Unmatched, then the Supplier will (a) Provide a New Replacement for the Same.

(b) The Returned Products will be Exchanged within 12 Business hours of Return.

Note: Medicento neither sells or stores Drugs. Medicento is a Platform which connects Pharmacy with the distributor.

For any clarification, kindly drop us a mail on contact.medicento@gmail.com or call us on 8458008190.