

19. PUBLICITY

- 19.1. The CUSTOMER hereby agrees that the SERVICE PROVIDER shall use advertising and/or promotional activities and/or publications pertaining to the services provided under this Contract only with the prior written consent of the CUSTOMER

20. TIME OF THE ESSENCE

- 20.1. Time wherever referred to in this Contract shall be of the essence.

21. GENERAL

- 21.1. Either Party shall not, without the prior written consent of the other, assign all or any portion of this Contract to any other Party.
- 21.2. The failure by either Party to this Contract to exercise or enforce any right conferred by this Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement hereof at any time. Further, no waiver of any term or condition in this Contract by either Party shall be deemed a waiver of any other term or condition.
- 21.3. All notices, documents or communications between the Parties under this Contract shall be considered as validly served if forwarded in the form of registered letter/courier/facsimile and any other agreed mode of written communication, to the address as set out in Schedule 1 (Details of the Contract) hereto.
- 21.4. Any notice sent by registered post, facsimile transmission or delivered by courier shall be deemed to have been served, if by registered post, within seven (7) days of postage, if by facsimile transmission upon receiving the confirmation report stating successful transmission of the facsimile if sent between 9 a.m. and 5 p.m. on such Working Day and if sent after 5 p.m., the next Working Day, and if delivered by courier, on the delivery against receipt to the addresses set out in Schedule 1 (Details of the Contract) hereto or such other address as shall be furnished in writing by the Parties as applicable:
- 21.5. Any modification to the terms and conditions of this Contract or part thereof shall be in writing and signed by both Parties.
- 21.6. If, any of the terms and conditions of this Contract shall be or become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the Parties hereto shall endeavour to substitute forthwith such other enforceable



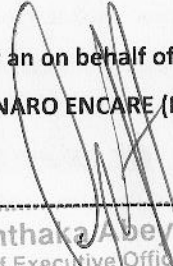
provisions as will most closely correspond to the legal and economic contents of the said terms and conditions.

- 21.7. This Contract shall not be construed to create any relationship of principal and agent between Parties hereto and neither Party shall create any contractual obligation to any third party on behalf of the other.
- 21.8. Nothing contained in this Contract shall be construed as creating a partnership, joint venture, agency, trust, fiduciary relationship or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Contract. The Parties' respective rights and obligations hereunder shall be limited to the contractual rights and obligations expressly set forth in this Contract on the terms and conditions set forth in this Contract.
- 21.9. The Parties hereto represent and warrant to each other that their authorised signatories are entitled to sign on their behalf and the rights and obligations of each of the Parties hereto shall be legally valid and binding and enforceable on them.

IN WITNESS WHEREOF the Parties hereto caused their authorised representatives to set their respective hands hereto and to one other of the same tenor on the Execution Date

Signed for an on behalf of:

SISILI HANARO ENCORE (PRIVATE) LIMITED

By: 
Name: Chinthaka Abeyssekera
Chief Executive Officer (CEO)
Title: Sisili Hanaro Encare (Pvt) Ltd.
No. 05, Rheinland Place,
Colombo 03.

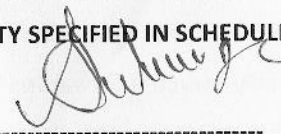
Signed for an on behalf of:

SISILI HANARO ENCORE (PRIVATE) LIMITED

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Name: Nalinda Ranaraja
Assistant General Manager
(Marketing and Recoveries)
Title: Sisili Hanaro Encare (Pvt) Ltd
No. 05, Rheinland Place,
Colombo 03
Company Seal

Signed for an on behalf of:

PARTY SPECIFIED IN SCHEDULE 1

By: 
Name: S. BALARAMURUGAN
Title: General Manager
Medicheks Colombo (Pvt) Ltd.
Signed for an on behalf of:
104, Havelock Road,
Colombo 00500
PARTY SPECIFIED IN SCHEDULE 1

Name: Ruvini Abegathne
Title: Accountant

Company Seal
Medicheks Colombo (Private) Ltd.
Medical Diagnostic Centre
104, Havelock Road,
Colombo 00500
Sri Lanka
Tel: 2504664, 2055664
Fax: 2504663