

MOU Agreement

This Memorandum of understanding is made and entered into at Mumbai, dated: 21/10/2023

BY AND BETWEEN

Medsetu Tech Private Limited, a company incorporated under the companies act 1956, having its registered office at 3rd Floor, Gokul Park building, Near New Viva college, Virar West, Maharashtra-401303

(hereinafter referred to as “**Medsetu**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its permitted assigns) through, CEO, of one part

AND

_____ **Redcliffe** ___ Lab, Mumbai : Unit No 1 to 8, M Wing, TEX CENTRE, Saki Vihar Rd, near Kamani Oil Industry, CHS, Yadav Nagar, Chandivali, Andheri East, Mumbai, Maharashtra 400072.

WHEREAS:

- A. Medsetu is an E commerce healthcare Provider with brand name “ClearVikalp.com” which provides online platform for the clients to book OPD appointments, Lab and diagnostics, home health and diet related health tips.
- B. ___ Redcliffe Labs _____ is well known in the field of medical diagnostics services, running medical laboratories and diagnostics/pathology centers by the name of “_____ Redcliffe Labs _____” and conducting and providing large range of clinical diagnostic tests, pathology services and facilities.
- C. Medsetu has shown desire to have an agreement with _____ Redcliffe Labs ___ to render its service to customers who would choose the Lab through Medsetu (ClearVikalp.com) Platform.
- D. Based on representations made by Medsetu, the ___ Redcliffe ___ Lab has agreed to enter into this Agreement with Medsetu for providing the pathology/diagnostic services to Medsetu’s customer and for the benefit- of its patients/customers and the Parties now wish to record the terms and conditions on which ___ Redcliffe ___ Lab shall provide the services.

Now This Agreement Witnessed as under:

1. Terms of Service:

1. During the defined period of agreement, the “Redcliffe Lab” would provide Lab & Diagnostic services to the user of Medsetu through qualified and registered Medical professional.
2. All the request for the services shall come to the Lab from Medsetu (ClearVikalp.com) Platform and every test shall be acknowledge by the Lab as soon as request comes in.
3. The Lab shall send a qualified Phlebotomist to the user address to collect the requested blood sample within mutually agreed turn around time (TAT).
4. The Lab shall ensure all the relevant information regarding blood collection are explained to the user well in advance e.g. (some test are being performed empty stomach etc).
5. The lab shall ensure home collection of every order that has been placed.
6. The Lab shall provide all its staff visiting user with proper uniforms, prophylactic vaccination, personnel protective equipment and relevant kit to collect blood samples.
7. Medsetu shall ensure all relevant patient details about users are provided to the Lab to conduct the test and generate reports.
8. The Lab shall ensure timely delivery of the reports as per mutually agreed Turnaround time i.e within 24hrs.
9. The Lab shall ensure all rules pertaining to Bio Medical Waste Management rules and regulations are strictly followed.
10. The Lab shall provide Medsetu a complete List of Investigations (Test menu/ Price list). Test price is as mentioned in Annexure-B. The Lab shall raise invoice against the test price as mentioned in Annexure-B
11. Medsetu would provide dashboard to the Lab for acknowledging the request. Lab would take the request into their HIS for a confirmation message to the customer.
12. After the service is completed the Lab team has to complete the task in dashboard to raise an invoice.
13. The Lab shall Provide reports to the Medsetu team in system and mail

2. TERMS OF PAYMENT:

1. All payment would be received by Medsetu Company except Cash on delivery service.
2. For Cash on delivery Medsetu Company would raise invoice and “Redcliffe Lab” would settle the amount every 15th of following Month.
3. The aggregate final charges for the healthcare services to be invoiced to the partner and shall be sent via email every 30th/ 31st of every month
4. For each service reference ID would get generated and final calculation would be done based on sharing percentage decided by both Partners.
5. The “settle amount” generated shall be settled on 15th of Every following month.
6. The parties agree to mutually resolve such dispute in case of a disputed invoice and Medsetu/ __Redcliffe_Lab shall pay the disputed amount within thirty(30) days on resolution of such dispute

3. REVENUE SHARING:

- I. As consideration for the healthcare services provided to the customer, Medsetu shall be entitled for 25% of the Settled Amounts and rest would be credited to the Partner within the said due date.

4. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- a) it has the full power and authority necessary to execute, deliver and perform its obligations under this Agreement;
- b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action of the Party and constitutes the legal, valid and binding obligations of the Party enforceable in accordance with its terms; and
- c) the execution and delivery of this Agreement, and the performance of its obligations hereunder, will not constitute a breach or default of or otherwise violate any agreement to which such party or any of its affiliates are a party or violate any rights of any third parties arising therefrom

5. CONFIDENTIALITY

- a) Each Party agrees not to misuse or disclose any confidential information, including intellectual property rights that may be made available by the other Party in any manner whatsoever.
- b) Upon termination of this Agreement, each Party shall return all copies, in whatever medium, of any item containing any of the confidential and proprietary information of the other Party in its possession or control and certify in writing that all such tangible manifestations of such confidential and proprietary information have been destroyed.
- c) Each Party recognizes and acknowledges that the other Party would not have any adequate remedy at law for the breach by the receiving Party of any one or more of its obligations contained in this Clause 3, and agrees that, in the event of any such actual or potential breach, the non-breaching Party may, in addition to the other remedies which may be available to it, seek and obtain such injunctive or other equitable relief, without the requirement to post a bond or other security.

6. INDEMNIFICATION & LIMITATION OF LIABILITY

- a) **Indemnification by Partnered Diagnostic Center** : Partner agrees to indemnify, defend and hold harmless the Medsetu Company from and against any and all claims, damages, liabilities, losses, judgments, costs (including reasonable attorneys' fees) arising directly out of, or relating to: (a) Partner's negligence or wilful default in performing its responsibilities and obligations under this Agreement; (b) breach of any confidentiality obligations under this Agreement by the Partner; and (c) any medico-legal claim initiated by the User or his caretakers/representatives including but not limited to failure of essential equipment, facilities and negligence of the Partner's staff except that can be directly attributable to negligence on part of the RMP; and (d) any claim for breach of privacy occasioned by a lapse on part of the Partner and initiated by the User or his caretakers/representatives against the Company. Notwithstanding the foregoing, Company shall have the right, in its absolute discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any claim for which the Company has a right to be indemnified under this clause.

b) **Indemnification by the Medsetu Company:** The Company agrees to indemnify, defend and hold harmless the Diagnostic center Partner from and against any and all claims, damages, liabilities, losses, judgments, costs (including reasonable attorneys' fees) arising directly out of, or relating to: (a) Company's negligence or wilful default in performing its responsibilities and obligations under this Agreement; (b) breach of any confidentiality obligations under this Agreement by the Company; and (c) any claim for breach of privacy occasioned by a lapse on part of the Company and initiated by the User or his caretakers/representatives against the Partner; (d) negligence solely attributable to the RMPs in relation to the consultation / surgery provided to any User at the Hospital and (d) any damage, beyond normal wear and tear, caused to the medical equipment and facilities provided by the Partner. Notwithstanding the foregoing, Partner shall have the right, in its absolute discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any claim for which the Partner has a right to be indemnified under this clause.

c) **Limitation of Liability:**

- i. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **TERM & TERMINATION**

- a) **Term.** This Agreement shall commence on the Effective Date hereof and shall remain in force and effect for a period of 12 months thereafter ("**Term**"), unless terminated mutually by both parties
- b) **Termination for Convenience.** Either Party may terminate this Agreement upon 30 (thirty) days' prior written notice to the other Party. Upon termination for convenience the Parties shall be relieved of any further obligation under this Agreement
- c) **Termination for Cause.** Either Party shall have the right to terminate this Agreement, effective immediately, upon written notice to such effect to the other Party, in the following circumstances:
 - i. **Bankruptcy or Insolvency.** The other Party becomes insolvent, bankrupt, or generally fails to pay its debts when such debts become due, admits in writing its inability to pay its debts, has a receiver or trustee appointed for it or its property, makes an assignment for the benefit of its creditors, has commenced by, for, or against it any proceedings under any law related to bankruptcy, insolvency or reorganization or release of debts, or institutes any proceedings to dissolve or liquidate itself;



ClearVikalp.com
Health options made Easy...

Medsetu Tech Private Limited

📍 Regd Office: B 302, Gokul Park Building,
Opp DMART, Vrindavan Township,
Virar (W), Palghar - 401303
☎ 9920310240
🌐 CIN: U72900PN2022PTC216879

- ii. **Force Majeure.** Any event of force majeure in regard to such other Party continues for more than 30 (thirty) consecutive days.
- iii. **Default or Breach.** The other Party hereto defaults or is in breach of any of the terms or provisions of this Agreement; provided, however, that should it be reasonably expected that such breach can be cured, the other Party fails to cure such default or breach within 30 (thirty) days after the giving of specific notice of such default or breach by the terminating Party.

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE

Second Party: Redcliffe Labs

Signature: _____

Designation: _____

Company name & Stamp

First Party: Nilesh MG

Signature: _____

Designation: _____

Company name & Stamp