

**MEMORANDUM OF UNDERSTANDING BETWEEN
(JAINAM HEALTH SERVICES LTD)
AND**

EYE SERVICE PROVIDER

This Memorandum of Understanding (MOU) is made on _____ between “**JAINAM HEALTH SERVICES LTD**”, a Company incorporated under the Companies Act 1956, having its Head Office at A-205, Sani Shopping Centre, Opp. Station, Jogeshwari (West), Mumbai – 400102. ‘hereinafter referred to as JAINAM HEALTH (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees)

And

_____ having its Head Office at (hereinafter “Eye Service Provider ”) (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees)

WHEREAS, Eye Service Provider has unique and specialized experience and is recognized for expertise in providing Eye services through its outlets and WHEREAS Jainam Health desires to retain Eye Service Provider to perform certain services as set forth below.

JAINAM HEALTH is a Healthcare Service Organization providing various health related services to their clients which includes insured individuals and groups, corporate, self funded groups, foreign travelers and insurance companies and for this purpose JAINAM HEALTH has created a network of Consultants for consultation opinion, onsite visit or teleconsultation.

SCOPE:

1. Jainam Health hereby engages the Eye Service Provider to provide the Services for the benefit of Jainam Health and the Eye Service Provider hereby agrees to provide such Services (Exhibit A). Eye Service Provider acknowledges and agrees that at all times during the Term of this agreement; Eye Service Provider will be an independent contractor. As an independent contractor, Eye Service Provider

acknowledges and agrees that it will be solely responsible for the payment of all taxes applicable to Eye Service Provider's role as an independent contractor performing consulting services.

2. Eye Service Provider hereby agrees that it would provide services on 20% Discounted Rates to Jainam Health Services Ltd. members and the first eye check up for free to the Jainam Health Services Ltd. members. Also its optometrists would be available for free pre scheduled corporate visit eye checkup.
3. Eye Service Provider hereby represents to Jainam Health and that the Eye Service Provider's performance of all, or any, of the terms of this Agreement does not and will not (i) breach or conflict with any prior Agreement to which Eye Service Provider is bound, (ii) compromise any rights or trust relationship between Eye Service Provider and a third party or (iii) create a conflict of interest for the Eye Service Provider or Jainam Health. Eye Service Provider shall promptly disclose to Jainam Health any circumstance or relationship with any third party that constitutes a conflict of interest or breach of this Agreement.
4. During the Term, Eye Service Provider, in such capacity shall: provide services and duties of the type normally provided by Eye Service Provider, as may be reasonably requested from time to time by Jainam Health (the foregoing duties and responsibilities of the Eye Service Provider referred to collectively herein as the "Services") to the extent that, in the reasonable judgment of the Eye Service Provider.
5. The Eye Service Provider agrees to devote such time and to use its optometrist's best efforts to provide the Services as are reasonably required to discharge the Services to Jainam Health's satisfaction & will provide these services to the client on presentation of privileged health voucher or on receiving a call from Jainam Health.
6. (a) The Eye Service Provider's retention under this Agreement shall be for the term 36 Months or such earlier date as provided pursuant to the termination provisions below (the "Term"); provided however, the parties hereto may agree to extend the Term for such period as they may mutually agree.

(b) This Agreement shall terminate upon the occurrence of any of the
Following events:

- i. Immediately upon closure of services by Eye Service Provider
- ii. Immediately if Eye Service Provider engages in negligence, willful misconduct or malfeasance;

- iii. Upon a material breach by either party of its obligations hereunder, after 10 days written notice by the non-breaching party to the breaching party if such material breach had not been cured by the breaching party within such 10-day period following receipt of such notice; or
- iv. Without cause upon thirty (30) days written notice by either party to the other party.

7. Eye Service Provider will have no objection for using its name as empanelled Eye Service Provider on advertisements, promotional literature, brochure, website etc sponsored by JAINAM HEALTH.

8. (a) All notices and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given if (i) email (ii) transmitted by hand delivery, (iii) sent by next-day or overnight mail or delivery, or (iv) sent by fax

(b) This Agreement shall bind and ensure to the benefit of and be enforceable by Jainam Health and Eye Service Provider and the successors and assigns of Jainam Health and Eye Service Provider. However, neither Party may assign this Agreement without the prior written consent of the other. The Services hereunder are to be performed exclusively by Eye Service Provider. You can either courier or fax or scan and email this to MOU and Additional Information Sheet to us.

(c) This Agreement may be amended from time to time only by written agreement of Jainam Health and the Eye Service Provider. No terms or provisions of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

(d) Eye Service Provider should inform JAINAM HEALTH within 48 hours about any changes in Facility, Personnel and Address that they undergo.

9. In case of any Dispute and Arbitration

- a) If any dispute or difference of any kind whatsoever shall arise between Jainam Health and that the Eye Service Provider 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) In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arose, such dispute or difference shall be referred to a mutually acceptable single Arbitrator or, upon the failure Jainam Health and that the Eye Service Provider agree upon a single Arbitrator, within a period of ten (10) days, each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Mumbai.

- c) The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by Jainam Health and that the Eye Service Provider of their respective obligations pursuant to this agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

Notwithstanding anything contained herein, Jainam Health and that the Eye Service Provider shall have a right to institute legal proceedings to prevent any continuing breach of the provisions of this Agreement to seek an injunctive or any other specific relief and the Courts in Mumbai shall have exclusive jurisdiction on any matter arising out of this Agreement.

By signing below each party agrees to the terms of this agreement

EYE SERVICE PROVIDER

Address:

Sign.: _____

Date: _____

SEAL:

JAINAM HEALTH SERVICES LTD.

Address: A – 205, Sani Shopping Centre, Opp. Station, Jogeshwari(West),Mumbai – 400102.

Tel No: 8080244144 Fax : 8080255233.

Sign.: _____

Date: _____

SEAL:

EXHIBIT A

Expected services from Eye Service Provider:

- Free Eye check up for Jainam Health member against the voucher.
- Collection of voucher, filling the information & sharing it with Jainam Health Services Ltd.
- 20% discounted services for Jainam Health member
- Free eye check up on site for corporate members.

Co-ordinating the services:

- Appointments will be intimated to Eye service provider as soon as the client is enrolled.
- Eye Service Provider will be reminded for such visit on a day prior to visit as well as during the time of visit.
- In case of cancellation, it is the duty of Eye Service Provider to intimate us at least 12 hrs before the scheduled visit.