



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

AND

PHARMACYSERVICE 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 “Pharmacy Service Provider”).

(which expression shall unless it is repugnant to the context or meaning thereof shall deem to mean and include its successors or assignees).

WHEREAS, Pharmacy Service Provider has unique and specialized experience and is recognized for expertise in providing pharmacy services through its outlets and WHEREAS Jainam Health desires to retain pharmacy 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 travellers and insurance companies and for this purpose JAINAM HEALTH has created a network of Consultants for consultation opinion, onsite visit or teleconsultation.

JAINAM HEALTH has approached the pharmacy service provider for the purpose of cooperation and coordination as it relates to DISPENSING MEDICINES to the beneficiaries at discounted rates as well free home delivery.

WHEREAS, pharmacy has agreed to support JAINAM HEALTH in dispensing medicines at the discount of 15% to the members, which includes food supplements products and free home delivery of medicines if applicable.

NOW THEREFORE, the JAINAM HEALTH and pharmacy have agreed to provide the necessary services on the terms and conditions, herein after appearing:

RESPONSIBILITIES:

1. Pharmacy service provider shall maintain utmost data confidentiality of such data and shall not share the same with any third party unless and otherwise authorized by JAINAM HEALTH.
2. Pharmacy should inform JAINAM HEALTH within 48 hours about any changes in Facility, Personnel and Address that they undergo.

GENERAL

1. Pharmacy service provider will have no objection for using its name as empanelled Pharmacy on advertisements, promotional literature, brochure, website etc sponsored by JAINAM HEALTH.
2. JAINAM HEALTH would not be in any way held responsible for the outcome of the medicines provided by pharmacy.
3. (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 Pharmacy Service Provider and the successors and assigns of Jainam Health and Pharmacy 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 Pharmacy Service Provider. You can either courier or fax or scan and email this to MOU to us.

(c) This Agreement may be amended from time to time only by written agreement of Jainam Health and the Pharmacy 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.

COMMENCEMENT & TERMINATION OF THIS AGREEMENT

4. (a) The pharmacy 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 pharmacy Service Provider
- ii. Immediately if pharmacy Service Provider engages in negligence, wilful 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.

5. 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 Pharmacy 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 Pharmacy 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 pharmacy 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 Pharmacy 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

Pharmacy service provider

NAME: _____

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:

