

### Health Checkup Service Provider Application Form

Name of Medical Centre MANOHAR HOSPITAL  
 Proprietor (s) / Director (s) Name PAMA DEVI Mobile Number 7849874256  
 Marketing person Name YAGESH Mobile Number 8607941320, 8-076196025-  
 Address: Plot No./Shop No. KHASRANA-67, Street TSHUAPDSHPUR  
 Locality MEEMPANA Landmark \_\_\_\_\_ Town / City: MEEMPANA  
 District KODLITU-BENDEK State RAJASTHAN Pin Code 301706  
 STD Code \_\_\_\_\_ Tel (landline) \_\_\_\_\_ Fax No \_\_\_\_\_  
 E mail omoharhospital@gmail.com  
 Registration number 0810400533 Registering Authority: GOVT. of RAJASTHAN  
 Health checkup Coordinator Name YAGESH Email omoharhospital@gmail.com Mobile 8607941320  
 Health checkup Report Coordinator Name: DR. RAJESH DEVI Email omoharhospital@gmail.com Mobile 7240001580  
 Accounts Coordinator Name DR. DINESH DEVI Email omoharhospital@gmail.com Mobile 7240001580  
 HOME SAMPLE COLLECTION FACILITY: YES / NO \_\_\_\_\_

**PAYMENT DETAILS:**

Payment Mode (tick mark):  ECS  CHECK

**Payment Information**

Provide PAN number of the person or institution, in whose name cheque is to be issued:

S.No	Particulars	Details	S. No	Particulars	Details
1	Check in Favour of	<u>MANOHAR HOSPITAL</u>	1	A/C No	<u>40927954344</u>
2	Account Type	<u>CURRENT</u>	2	MICR No	<u>301003099</u>
3	Bank name	<u>SBI</u>	3	IFS-Code	<u>92110011298</u>
4	Branch	<u>MEEMPANA</u>	4	PAN No. (Mandatory)	<u>DLSPD6729R</u>

I agree all information provided is true and consent to conduct the Health Checkups

AUTHORIZED SIGNATORY (NAME AND DESIGNATION)

*(Signature)*



## MEMORANDUM OF UNDERSTANDING

This AGREEMENT is executed at New Delhi on 27 date of July, month of the year 2024

**BETWEEN**

**Arcofem Healthcare Ltd.**, a company incorporated under the relevant provisions of the Indian Companies Act, 1926 and having its Corporate Office at F-201 Taha Street, New Delhi -110020 (hereinafter referred to as "MediWheel" and which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the ONE PART.

**AND**

MANOHAR HOSPITAL Having its Registered Office / Principal Place of Business  
at BHARDWAJ - E7, TOWER 2, SIKHA PURA, HISAR, HARYANA, PIN-151301 - BHARDWAJ - BHARDWAJ (HARYANA)  
hereinafter referred to as the "SERVICE PROVIDER" of the OTHER PART.

WHEREAS MediWheel is a Wellness and Healthcare company providing Healthcare related services to its beneficiaries and clients and desires

Now this agreement witnessed that:

### WHEREAS:

- i. MEDIWHEEL intends to offer and / or provide various services, either directly by itself and / or through certain other businesses.
- ii. MEDIWHEEL is in the process of identifying suitable Professionals / Businesses to be available to MEDIWHEEL and / or its Members / Customers / Client / Prospective customers, on a regular basis, and to provide their respective services to MEDIWHEEL and / or its Members / Customers.
- iii. MEDIWHEEL is a Healthcare administrative service provider organization providing a range of Healthcare related services.
- iv. MEDIWHEEL has approached the Service Provider to avail of the Service Provider's services for itself and / or for the benefit of its Members / Customers.
- v. The Service Provider has agreed to provide its services to MEDIWHEEL and / or its Members / Customers on a regular basis.
- vi. Second Party is engaged in the business of Providing Diagnostic Services and Consultation.
- vii. The Second Party has approached "MHCL" and has represented that they have the requisite experience, Infrastructure and resources to provide "MHCL" the services in accordance with the terms of this Agreement.
- viii. MHCL has thus, based on the representations of the Second Party, and agreed to appoint the Second Party for the provision of the services on a non-exclusive basis during the term of this Agreement.
- ix. Parties are now desirous of entering into this Agreement to record their mutual agreement and understanding regarding the offering of services in accordance to this Agreement. MEDIWHEEL and the Service Provider have agreed on certain terms and conditions to govern their relationship as set out herein below:

### 1. QUALITY OF SERVICES:

- 1.1. The Service Provider shall provide services of good quality and professional nature in accordance with best practices.
- 1.2. Service provider shall provide detailed information about its services / Facilities including non-sensitized services.
- 1.3. The Service Provider may be called upon to enter into a separate Service Level Agreement with MEDIWHEEL, or MEDIWHEEL may develop an appropriate Operations Manual, wherein certain quality standards and service-specific terms and conditions, in respect of the Service Provider's services, will be identified. The Service Provider shall



*Signature*

endeavour to adhere to the standards of quality and additional terms and conditions identified in such Service Level Agreement and / or Operations Manual. The said Service Level Agreement and / or the Operations Manual shall be deemed to be a part and parcel of this Agreement.

1.4. MEDIWHEEL shall have the right to monitor the quality of services provided by the Service Provider to MEDIWHEEL and / or its Members / Customers.

1.5. In the event that MEDIWHEEL is not satisfied with the quality of services provided by the Service Provider to MEDIWHEEL and / or its Members / Customers, MEDIWHEEL shall have the right to terminate this Agreement in accordance with the provisions of Clause 9 below.

2. Scope

1.6. AICT shall send a qualified and valid Lead to Second Party for the supply of Services to the Lead.

1.7. Second party shall take reasonable steps to ensure that the Lead's general are fulfilled through the Service Provider.

3. It must be noted that AICT is a mere facilitator for the fulfillment of the order and shall not be liable for any deficiency or delay in the Services supplied by the Second Party.

4. PAYMENTS:

- 4.1 MEDIWHEEL and the Service Provider have already agreed upon certain rates on the basis of which the Service Provider shall charge for its services. These charges shall be mentioned in Annexure 1.
- 4.2 The Service provider shall not be entitled to change the said rates without prior consultation with MEDIWHEEL.
- 4.3 The service provider can be penalized up to of the bill amount for exceeding the TAT for sending the reports to MEDIWHEEL which is 72 working hrs.
- 4.4 MEDIWHEEL may, in its discretion, inform its Members / Customers of the total amount of charges in respect of the Service Provider's services, without, separately, indicating the amount of the ad-on Service Fee included therein.
- 4.5 The Service Provider shall raise its bills on MEDIWHEEL on a regular basis. MEDIWHEEL agrees to pay eligible bills within 30 days from the date of receipt of such bills from the Service Provider.
- 4.6 The Service Provider shall debit the monthly bills to the local "MEDIWHEEL" office.
- 4.7 All payments by MEDIWHEEL to the Service Provider shall be subject to the applicable laws in India, such as those relating to tax deduction at source, etc.

5. CERTAIN SPECIFIC OBLIGATIONS ON THE PART OF THE SERVICE PROVIDER:

- 5.1 The Service Provider shall at all times treat "MEDIWHEEL" Members / Customers in a courteous manner and follow good business practices.
- 5.2 The Service Provider shall be responsible for protection of all information, contents, software, etc., being utilized by it for the purposes of implementing the terms and conditions of this Agreement and for the purpose of providing its services to MEDIWHEEL and for its Members / Customers.
- 5.3 The Service Provider shall utilize its hardware, software, access codes to MEDIWHEEL's website, such as User ID and Password, etc., with utmost discretion and solely for the purpose of implementing the terms and conditions of this Agreement and for the purpose of providing its services to MEDIWHEEL and for its Members / Customers. The Service Provider shall not provide access or part with its User ID and/or Password to MEDIWHEEL'S website to any unauthorized person.
- 5.4 The Service Provider shall be responsible for ensuring due compliance with any Laws, Guidelines, Regulations, Codes of Conduct, etc., Specifically, Governing the Service Provider's Profession and its Activities.
- 5.5 For the purpose of implementing the terms and conditions of this Agreement and for the purpose of providing its



*Signature*

services to MEDWHEEL and/or its Members/Customers, the Service Provider shall not assign its rights and /or obligations under this Agreement. Further, without the express prior written consent of MEDWHEEL, the Service Provider shall not, in any manner, utilize the services of any third party for the purpose of implementing the terms and conditions of this Agreement and for the purpose of providing its services to MEDWHEEL and /or its Members / Customers.

5.6 The Service Provider agrees to have medical and/or professional books and when necessary with "MEDWHEEL" and to grant and allow access to the representatives of "MEDWHEEL".

5.7 MEDWHEEL does not assume any responsibility for any loss, harm, injury etc. that may be caused to or suffered by the Service Provider due to a breakdown of the obligations of the Services mentioned herein. The Service Provider hereby indemnifies MEDWHEEL and agrees to keep MEDWHEEL indemnified from all loss, harm, injury, etc. that may be caused to and/or suffered by MEDWHEEL due to any breach by the Service Provider of the obligations mentioned herein and vice versa.

## **6. RELATIONSHIP AMONGST THE SERVICE PROVIDER, MEDWHEEL AND ITS SUBSCRIBERS:**

6.1 The relationship between the Service Provider and MEDWHEEL shall be on a reciprocal/beneficial basis.

6.2 In its relations with between the Service Provider and MEDWHEEL, MEDWHEEL shall represent the interests of its Members/customer /Prospective clients and such all times and in such manner as to protect the interests and ensure maximum benefit to its Members / Customers.

6.3 The relationship between the Service Provider and the Members/customer/Prospective customers of MEDWHEEL shall be as between a Service Provider and a client.

## **7. NON-EXCLUSIVITY:**

7.1 The arrangement between MEDWHEEL and the Service Provider shall be on a non-exclusive basis.

7.2 MEDWHEEL shall have the right to identify, seek and avail of the services of other Services, Businesses, Professionals, etc. providing the same or similar services, as are being provided by the Service Provider.

7.3 However, the Service Provider may provide its services through the internet or any other website or any other mode similar to that being presently, advised by MEDWHEEL, only after obtaining specific written consent from MEDWHEEL, which consent shall not be unreasonably withheld.

## **8. INDEMNITY:**

8.1 The Service Provider shall be solely and jointly responsible and liable for any losses and /or damages caused to or suffered by MEDWHEEL and /or its Subscribers as a result of any defect in the Service Provider's goods and /or deficiency in the Service Provider's services.

8.2 The Service Provider hereby, indemnifies MEDWHEEL and agrees to keep MEDWHEEL indemnified from any loss, harm, injury, damages, etc. that may be caused to and /or suffered by MEDWHEEL, as a result of any defect in the Service Provider's goods and /or deficiency in the Service Provider's services provided to/by the MEDWHEEL Members /Customers.

8.3 MEDWHEEL, in its complete discretion, shall have the right to disclose to its Members / Customers any and all information about the Service Provider, as may be available with MEDWHEEL.

## **9. TERM OF THIS AGREEMENT:**

9.1 This Agreement shall be in effect for a Period of Five(5) Years from the date of its execution.

9.2 This Agreement may be extended for such further periods, on such terms as may be agreed upon, in writing, between the parties.

## **10. TERMINATION and Confidential Information:**



*Signature*  
3

- 10.1 In the event that this Agreement is not extended as mentioned in Clause 7.2 above, the same shall be terminated on the expiry of the period mentioned in Clause 7.1 above.
- 10.2 Prior to the expiry of this Agreement by either of those as mentioned in Clause 9.1 below, either party may terminate this Agreement by issuing the About's Notice, in writing to the other party.
- 10.3 Although the Agreement may stand terminated, either by either of first and / or by violation of parties, the Service Provider shall remain responsible for all assignments being awarded to by the Service Provider at the time of termination of the Agreement.
- 10.4 However, MEDIWHEEL has the right to call upon the Service Provider to, forthwith, cease to attend to any of its Subscribers and to identify any other Service Provider to provide the services required by its Members / Customers.
- 10.5 "Confidential Information" shall mean any business, marketing, technical, scientific, IP or other information that used which, at the time of disclosure, is designated as confidential (or like designation) is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential, any work done under this agreement and / or the terms of this agreement. However, "Confidential Information" shall not include any information which:
- 10.6 was previously known by the receiving Party, as evidenced by its business records;
- 10.7 is lawfully in the public domain other than through a breach of this agreement;
- 10.8 was disclosed to the receiving Party by a third party without any restrictions on its use or disclosure, provided the third party is not in breach of any obligations of confidence with respect to such information;
- 10.9 is independently developed by the receiving Party, as evidenced by its business records;
- 10.10 is authorized by a third party with the right to do so;
- 10.11 is compelled by law, provided the disclosing Party provides the other Party with prompt notice of any efforts to compel disclosure and reasonably cooperates with other Party's lawful attempts to prevent disclosure or to obtain a protective order;
- 10.12 The Provider shall agree that they will not approach the self or anyone directly all the violation of MOU and 2 years after the expiry of contract.
- 10.13 Subject to provisions of this agreement, the Parties shall maintain any and all Confidential Information in confidence, and disclose the same only to employees, officers or to any third party/ consultant/ contractor hired to complete the work in terms of this agreement for the purposes of undertaking the work during the Term. The Parties shall use the same degree of care as each of them uses to protect its own Confidential Information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of Confidential Information.

#### 11 BREACH OF CONTRACT AND CONSEQUENCES THEREOF:

- 11.1 Notwithstanding anything else contained in this Agreement to the contrary, in the event of a breach by the Service Provider of any of the terms of this Agreement, MEDIWHEEL shall have the right to terminate this Agreement, immediately and without any notice period.
- 11.2 In the event of termination of this Agreement in pursuance of the above clause, MEDIWHEEL shall have the right to call upon the Service Provider to, forthwith, cease to attend to any of its Members / Customers and to identify any other Service Provider to provide the services required by its Members / Customers.
- 11.3 The Service Provider undertakes to comply with all directions of MEDIWHEEL in this regard.



*Signature*

**12. GOVERNING LAW:**

The law governing this Agreement and all matters related thereto shall be the laws of India only.

**13. DISPUTE RESOLUTION:**

13.1 All disputes, differences, claims, and / or any other matters related to the provisions of this Agreement, shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996.

13.2 Each party shall have the right to appoint one Arbitrator each.

13.3 The arbitration shall be in English and only in New Delhi.

13.4 This Agreement shall be subject to the jurisdiction of the Courts in New Delhi only.

**14. DECLARATION:**

Service Provider hereby declares that

14.1 Information given to MEDWHEEL is true and accurate to the best of its knowledge and belief.

14.2 To the extent that if a furnished information is either false or turns out to be false, "MEDWHEEL" is an LLC to dis-empower the Service Provider from the NETWORK of Service Providers.

14.3 MEDWHEEL has a right to comprehend that this ground i.e., act of furnishing information by Service Provider which is false or turns out to be false, is in addition to other grounds envisaged elsewhere in this agreement.

For "MEDWHEEL"

Authorized Signatory \_\_\_\_\_  
Arculan Health Ltd.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR RESPECTIVE STAMPS AND SIGNATURES ON THE DATE MENTIONED ABOVE.

For "Service Provider"

Authorized Signatory \_\_\_\_\_  
Name: P. ANNA DEVI SHREY



Important Instructions:

DATE:

1. Please ensure that each and every page & each side of this document have the Service Provider Seal and Authorized Signatory's signature.
2. MOU to be submitted along with other information requested