



## AGREEMENT

This Agreement (“Agreement”) is made and executed at Hyderabad on **1** days of **Feb** , **2024** (Effective Date)

### **BY AND BETWEEN:**

**M/s. Sage Path Labs (P) Limited**, a company incorporated under laws of India and having its Registered Office at: Plot.No.564,First Floor ,Budda Nagar ,Near Sai Baba Temple,Peerzadiguda,,Hyderabad, Telangana-500092 , India through its Authorized Signatory Mr.Shashipritham JOLAM, Director, (**hereinafter referred to as the “Sage Path”**) which expression shall unless repugnant to or inconsistent with the context or meaning thereof shall be deemed to mean and include its successor, assignees, subsidiaries, legal representative of **FIRST PART**;

### **AND**

**VCARE MEDICAL DIAGNOSTICS.**,

its registered office at H NO 12-13-482/A, STREET NO 1 TARNAKA, CIRCLE 18,CIRCLE 18,HYDERABAD, **through** its authorized representative, Mr. **Shiva Reddy** (**hereafter referred to as ‘PDC’**), which expression, unless be repugnant to or inconsistent with the context or meaning thereof, shall be deemed to mean and include its successors, assignees, subsidiaries, Legal Representative of the **SECOND PART**.

**SagePath** and **PDC** are referred to collectively as the **“Parties”** and individually as a **“Party”**.

**Whereas SagePath** is involved in providing diagnostic services in healthcare sector ( **“Services”** hereinafter defined) and has the infrastructure, manpower and the expertise to render pathology services for **PDC**;

**And Whereas ‘PDC’** is presently running diagnostic centers and providing healthcare services to general public, hospitals, Clinics or Doctors;

**And Whereas PDC** based on the representations of **SagePath** has expressed its desire to avail the laboratory services of

**SagePath** and **SagePath** has agreed to offer the same to **PDC** on mutually agreed terms mentioned hereinafter.

Based on mutual discussions, **SagePath** has agreed to enter into this Agreement for Pathological Lab services with **PDC** and the parties hereto have decided to put into writing the terms agreed between both the parties for the said services.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, CONDITIONS, COVENANTS AND CONTENTIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

### **1. Definitions:**

Unless the context otherwise requires or unless otherwise defined or provided for herein, in this Agreement the following words and expressions shall have the following meanings:

**“SagePath Online”:** SagePath Online platform through which diagnostic services (registration of samples, results entry, and printing of test reports) are made available by SagePath to PDC.

**“Services”:** the list of services provided by SagePath as enumerated in Schedule A. This list is subject to revision from time to time by mutual consent in writing.

## **2. Interpretation:**

Unless the context of this Agreement requires otherwise:

1. Words of any gender are deemed to include those of the other gender;
2. Words using the singular or plural number also include the plural or singular number, respectively;
3. The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or Schedules of this Agreement, as the case may be;
4. The term “licenses” or “approvals” shall include all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted or issued by any Government Authority;
5. Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretations;
6. The words “including”, “include”, “in particular” and words of similar effect shall not be deemed to limit the general effect of the words that precede them;
7. Reference to Schedules mean the Schedules to this Agreement , unless specified otherwise, and all Schedules hereto shall constitute an integral part of this Agreement ;
8. Any word or phrase defined in the body of this Agreement as opposed to being defined in Article 1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

### **3. Obligations of PDC:**

1. During the tenure of this Agreement, **PDC**, at its discretion, will send such samples collected from the patients at the Hospital requiring special tests for which either:
  - There is no facility for carrying such test available within the Hospital /Lab
  - Though the facility is available but non availability on a temporary basis
  - For any confirmatory tests
2. **PDC** shall organize to collect the samples for testing from the patient at its Hospital/Lab.
3. **PDC** shall preserve the samples at its Hospital/LAB with due care and caution before sending the same to **SagePath**.
4. **PDC** shall pay all the charges towards the services rendered by "**SagePath**" under this Agreement on Monthly basis within 15 days from the date of invoice through Cheque in favor of **SagePath** Labs Pvt Ltd.

### **4. Obligations of SagePath:**

1. **SagePath** at its own cost shall provide the necessary materials to **PDC** for COLLECTION of samples from its patients.
2. All the stationary expenses to be incurred under this agreement are to the account of **SagePath**.
3. **SagePath** shall bear all expenses related to transportation of samples to its testing laboratory.
4. **SagePath** at its own cost shall organize to transport the collected samples from **PDC** at a mutually convenient time and day.
5. **SagePath** hereby agrees that, in all referral cases under this Agreement will carry out the tests in accordance with the prescribed norms/protocols governing the quality and standard and will furnish all the test report/specimen/slides etc in its name and shall be liable and responsible for all the acts and omissions in carrying out the test and its reporting and **PDC** shall not have any liability in this regard.
6. **SagePath** will deliver the test reports/samples/slides to **PDC** in accordance with the instructions given by **PDC**
7. During the term of this agreement, in all referral sample cases tested by **SagePath** at its laboratory under this agreement, **SagePath** will bill **PDC** based on the mutually agreed rates (Rates Enclosed-Schedule A).

### **5. Compliance with Laws:**

1. **PDC** shall comply with all local, state and central laws and shall have all necessary licenses and approvals as may be required and shall have them duly renewed from time to time.
2. **PDC** shall be responsible for the safe disposal of any bio-medical/hazardous waste generated by the **PDC**.

### **6. Medico Legal Liabilities:**

1. All the medico legal liability relating to the Medical Services given by the staff of **PDC** in the Hospital/Lab shall be the sole and exclusive responsibility of **PDC**.
2. **SagePath** and its staff, doctors or consultants shall be responsible to the extent of the Pathological services provided by them and **SagePath** shall fully indemnify **PDC** against complaints or claims, if any, relating to the services provided by **SagePath**.

### **7. Payment:**

1. **SagePath** shall raise invoice at the end of each month in accordance with the rates corresponding to the Services provided as specified in Schedule A. **SagePath** has the right to revise the rates specified in Schedule A by notifying such change to **PDC**. For avoidance of doubt, it is clarified that the rates specified in Schedule A are exclusive of service tax or any other similar taxes/cess, which will be charged separately and payable by **PDC**, as applicable.
2. **PDC** agrees to make full payment within **15 days** from the date of invoice raised by **SagePath**. In the event **PDC** fails to make such payment within **15 days**, it shall be liable to pay interest at the rate **18%** per annum on the outstanding amount during the period of default as liquidated damages. The Parties further agree that the liquidated damages amounts specified herein are a genuine estimate as of the date hereof of damages likely to be incurred and shall be applicable, without requiring further proof of costs actually incurred by **SagePath**.

#### **8. Indemnity:**

1. **PDC** agrees to defend, indemnify, and hold harmless **SagePath** and its representatives from and against any and all claims by third parties in relation to the Services, except to the extent such claims are caused solely by **SagePath** negligence.

#### **9. Exclusivity:**

**PDC** shall avail the Services of **SagePath** on exclusive basis.

#### **10. Confidentiality:**

Each party agrees and acknowledges that, all or any information relating to the disease and treatment of a patient treated at second party diagnostics center, each one's business, strategy are of a confidential and business sensitive in nature. The parties further agree that, sharing or parting of any such aforementioned confidential information between themselves is only for the limited purposes of implementation of the provisions of this agreement and each party represents and warrants to the other that, it shall not disclose to any third party/outsider persons or agencies any confidential information without the prior written consent of the other.

#### **11. Brand Sharing:**

All Pathology reports would be given on **SagePathLabs** letterhead.

**12. Relationship:** The parties acknowledge that they have entered into this arrangement on a 'principal to principal' basis. Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture or similar relationship between **SagePath** and **PDC**.

**13. Entire Agreement:**

**PDC** acknowledges that this Agreement including the addenda contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

**14. Force Majeure:**

Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties, including but not restricted to strikes, war, civil disorder, and natural disasters by act of God.

**15. Waiver:**

1. No failure or delay by a Party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy available to a Party for a breach, shall constitute a waiver of such breach or any subsequent breach of such provision.
2. Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
3. No waiver of any breach of this Agreement shall be valid or have any effect unless the same be made in writing and signed by an authorized person of the Party making the waiver.

**16. Term and Termination:**

1. This Agreement is valid for a period of **24 months** from the Effective Date. At or before the end of the aforesaid period, the Agreement shall be renewable for a further period as decided by the mutual consent of the parties.
2. Either party may terminate the Agreement by serving **60 days** written notice to the other party.
3. On termination in accordance with Article 13, this Agreement shall lapse and cease to have effect, except for the provisions that are by their context or nature meant to survive the termination of this Agreement, including, but not limited to, Article 7 (*Payment*), Article 8 (*Indemnity*), 10 (*Confidentiality*), 11 (*Brand sharing*), 12 (*Relationship*), 13 (*Entire agreement*), 16 (*Termination*), and 18 (*Governing Law and Dispute Resolution*). Neither the lapsing of these provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of any Party in respect of indemnities or damages for non-performance of any obligation under this Agreement falling due for performance prior to such lapse and cessation.

**17. Severability:**

Each of the provisions in this Agreement shall be construed as independent of every other such provision. If any provision of this Agreement is held invalid, illegal or unenforceable by Laws, a governmental authority or arbitrator for any reason, the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes and the Parties shall negotiate in good faith in order to agree to terms of a provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement.

**18. Governing Law and Dispute Resolution:**

This Agreement shall be exclusively construed, governed, interpreted, and applied in accordance with the Laws of India, and the Courts of Mumbai. A Party claiming that a Dispute has arisen must notify the other Party to the Dispute in writing giving details of the Dispute. Within seven (7) days after a notice is given each Party to the Dispute ("Disputant") must nominate in writing a representative authorized to settle the Dispute on its behalf. During the period after a notice is given ("Initial Period") each Disputant must use Commercially Reasonable Efforts to resolve the Dispute. If a dispute cannot be settled in an amicable manner within 30 (thirty) days from the date of first notice pertaining to the Dispute, the Parties agree to have settled exclusively and conclusively by binding arbitration of a sole arbitrator appointed by **PDC** and **SagePath** or any other authorized Person as may be appointed from time to time in accordance with the rules and regulations of the Arbitration and Conciliation Act, 1996. The place of arbitration will be Hyderabad and shall be conducted in English language.

**19. Notices:**

Any notices provided in this Agreement shall be in writing and shall be sent by approved Postal/Courier Service, postage prepaid, to the address and designee set forth below which may from time to time be amended. Notices of breach of contract, termination of Agreement, and change of address are to be sent by certified mail. Notice shall be deemed to be effective when mailed, but notice of change of address shall be effective upon receipt.

**If to PDC:**

**VCARE MEDICAL DIAGNOSTICS.,**

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**If to SagePathLabs Private Limited**

Mr. Shashipritham, Director.

**20.Miscellaneous:**

- 1. Amendments: No amendment or variation of this Agreement shall be effective unless both the Parties consent to the samewhich consent shall be in writing and signed by a duly authorized representative of each Party.
- 2. Counterparts: This Agreement may be executed in two counterparts, each of which shall be deemed an original but all ofwhich together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

**For M/s. SagePath Labs Pvt. Limited**

**For Shanti Memorial Hospital Pvt.Ltd.**

**M/s.(PDC)Authorized Signatory**

**Authorized Signatory**

Name

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Name

In the presence of

in the presence of

**Name: SHASHIPRITHAM**

**Name: Shiva Reddy**

**\*This is a computer generated Agreement and does not require signature/stamp.**