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Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

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04-Nov-2022 01:42 PM

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KLE SOCIETYS INSTITUTE OF DENTAL SCIENCES B LORE

Article 12 Bond

MEDICAL SERVICES AND CLINICAL TRAINING AGREEMENT

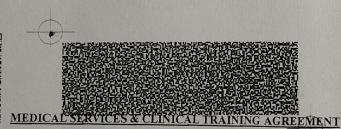
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KLE SOCIETYS INSTITUTE OF DENTAL SCIENCES B LORE

TMI HEALTH CARE BYT LTD

KLE SOCIETYS INSTITUTE OF DENTAL SCIENCES B LORE

(One Hundred only)



This Agreement is entered into on the date on which the Parties hereto have affixed their signatures indicated below.

BETWEEN

K.L.E.S' Institute of Dental Sciences, Bengaluru, located at No:20, II stage ,Yeshwanthpur suburb Karnataka 560022.hereafter referred to as "First party", which expression shall unless repugnant to the context of meaning thereof mean and include its successors and assigns of the FIRST PART.

People Tree hospitals (A Unit of TMI Healthcare Private Limited) located at no 2, Tumkur Road, Gorguntepalya, Bengaluru - 560022, Karnataka. Hereinafter referred to as "Second Party", which expression unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns of the OTHER PART;

The First Party and Second Party shall be hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS:

The First Party is a Dental College & Hospital providing education and training for undergraduate students for Bachelor of Dental Surgery (BDS) , Masters of Dental Surgery (MDS) , PhD studies under Rajiv Gandhi University of Health Sciences, recognized by Dental Council of India, accredited by NAAC and NIRF and also provide clinical services for oral and dental health for general public.

The Second Party operates a hospital which is a well-known multi-speciality200 bedded Hospital in North Bangalore, located in the national highway strategically located providing medical service and patient care for over 9 (nine) years ("Hospital") ("Business").

The First Party will post their III BDS course students to their hospital requiring training for undergraduate students of BDS in subject of General Medicine and General Surgery as clinical training hospital, which would be mentioned in the proposed deliverables mentioned in the agreement below

Where after due and careful assessment, the First Party believes that the Second Party is best suited for providing teaching and training for III BDS students the First Party may, if it deems fit, post the students to the Second

NOW THEREFORE, in consideration of the mutual covenants and presents herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SCOPE

This Agreement envisages the terms and conditions pertaining to train undergraduate students of Bachelor (a) of Dental Surgery (BDS)course in subject of General Medicine and General Surgery for clinical course teaching and training at the "Hospital" situated at a distance of 500 meters approximately. (b)

Each Party shall, at its own costs and expenses, obtain and maintain for itself all necessary legal, regulatory and corporate approvals, licenses, consents and the like for performance of their respective obligations in terms of this Agreement and to ensure compliance with applicable laws and regulations

having jurisdiction over the Parties.

The First Party will post III BDS course students for two days in a week for two hours per day (totaling for four hours / week) for in each subject of General Medicine and General Surgery for clinical course training. The second party will in turn provide their infrastructure as required including clinical course teaching by assigning qualified staff for the mentioned subjects. The second party will also facilitate periodic inspections as per the Apex body - Dental Council of India, Rajiv Gandhi University of Health Sciences and from the accredited councils in timely fashion. This process will include visit to hospital and second party will provide patient statistics of the hospital in the prescribed format

REPRESENTATIONS AND WARRANTIES

The First Party represents and warrants to the Second Party as follows:

- It is a duly registered, validly existing under the laws of India (a)
- It has the necessary governmental approvals for carrying on its business and performing the actions (b) contemplated herein.
- It is authorized to enter into this Agreement and the obligations contained herein constitute legal, valid (c) and binding obligations enforceable against it.
- The execution and delivery of this Agreement and the performance of services pursuant to this Agreement (d) will not result in a breach by the Second Party, of any law, rules, regulations or terms of any contract with, or of any obligation owed to any third party.

The Second Party represents and warrants to the First Party as follows:

It has procured and has in place material governmental approvals for carrying on its

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(c) NABH /BIAS accredited to comply for the guidelines from Apex body - Dental Council of India

(d) To provide details of the general hospital as per Annexure 1.

3. PROPOSED DELIVERABLES

Since students are being referred by the First Party to the Second Party in a manner contemplated herein for undergoing further teaching and training at the Hospital, the First Party would be responsible for the following:

- In the course of providing services, if the Second Party has any reason to believe that such representative is engaged in any unethical conduct / fraud or has any reason to believe that such representative has not will be required to immediately replace such representative, upon intimation of the same by the Second Party.
- (b) The doctors and medical team of First party & second party in collaboration will review and decide the course of teaching and training required for the students.
- (c) The Second party also agrees that on mutual agreement, III BDS undergraduate students of First party would be permitted to attend postings and impart clinical training by deputed faculty in the departments of General Medicine & General Surgery in the hospital premises of the Second Party. Maximum of 50 students per academic year will be posted. Any new additions to the batch of 50 students an amount of Rs 20,000 have to be paid per student. The total sum of Rs10,00,000/ + 18% GST totaling to 11,80,000/ will be paid as fees through RTGS 32021107 9304436. Sdated 77 Nov. 1021 General Medicine and General Surgery respectively will be reimbursed for their teaching services. The assigned staff will be enrolled as teaching staff in First party records and will be shown as faculty for Rajiv Gandhi University of Health Sciences and Dental Council of India inspections. The second party hospital will also facilitate to conduct practical examinations in the People Tree hospital as per guidelines of RGUHS twice in a year

4. CONTRACT PERIOD

This Agreement shall commence from Effective Date Portion 1 (One) years thereafter. Upon the First Party providing a notice of renewal to the Second Party, this Agreement shall stand renewed for 1 (One) additional term of 1 (One) year on the same terms and conditions contained herein, unless terminated earlier by the Parties in accordance with the terms hereof. It is clarified that where this Agreement is renewed, such renewal period shall also be considered as the "Term" for the purpose of this Agreement.

5. OBLIGATIONS OF SECOND PARTY & INDEMNITY

a) Each Party shall indemnify, hold harmless, and defend the other Party, its holding company, subsidiaries, associate companies, their respective directors, officers, employees, agents and representatives ("Indemnified Parties") from any and all loss, damage, cost, claim, and expense (including reasonable attorney cost) that the Indemnified Parties may suffer / incur as a result of (i) failure to perform any services, responsibilities, and / or duties required to be performed by the other Party pursuant to or in connection with this MOU, including any case of medical negligence; (ii) any breach of any of the covenants / obligations contained under this MOU by the other Party; and/or (iii) any representation made by the other Party being knowingly untrue / false / incorrect / inaccurate

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RELATIONSHIP

Nothing contained in this Agreement shall be construed as being a joint venture, partnership, agency or an employment relationship between the Parties. The relationship between the Parties shall be Head of the Institution to Head of the hospital, it being clearly understood that this is a "contract for services" and not a "contract of services". The First Party shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of the Second Party or in any manner bind the Second Party or hold out or represent that the First Party is representing or acting as agent to the Second Party. Further the First Party shall have no authority, express or implied, to commit or obligate the Second Party in any manner whatsoever. The First Party is and shall always be and remain an independent contractor.

CONFIDENTIALITY AND NON-DISPARAGEMENT

- (a) Each Party hereby covenants, that at all times during the Term, and at all times thereafter, the parties shall hold all information of or relating to the other Party and/ or any of its affiliates or any of its patients, customers, vendors, in strictest confidence, and shall not use, disclose, copy, publish, summarize, remove, reverse engineer, decompile or otherwise deal with such information except in accordance with each Party's policies governing the handling of such information.
- $Each\ Party\ agrees\ that\ [he\ /\ she\ /it]\ shall\ not\ in\ any\ manner\ whatsoever,\ directly\ or\ indirectly,\ make\ /\ issue$ any negative statement, whether orally or in writing, about (i) the Other Party, its holding, subsidiary, associate companies and their respective directors; officers and employees, or any of their businesses; and / or (ii) the Other Party's services / treatments offered, its doctors, patients and clients. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement.

8. LEGAL LIABILITY

> The Parties agree that no liability arising out of an act / lapse by one Party be shifted and levied on the other Party under any circumstances whatsoever. The contractual liabilities that may accrue, if any, shall solely be limited to the obligations of each Party.

TERMINATION

- The Parties agree that either of them may terminate this Agreement by serving a 30 (thirty) days' prior
- All rights and obligations of each Party accrued prior to the expiry / termination of this Agreement shall not be affected by the expiry / termination of this Agreement and shall survive such expiry / termination.

10 MISCELLANEOUS

- Except as may be otherwise provided herein, all notices, requests, waivers, consents and other (a) communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be delivered at the addresses mentioned in the signature page.
- (b) The section and clause headings and captions used in this Agreement are for convenience and identification only; otherwise, they form no part of this Agreement and do not affect its interpretation or construction. References to sections or clauses without further specification are references to sections and
- Any reference to a statute or any provision of a statute includes a reference to that statute or provision (c) and any rule, regulation, notification, circular, or direction made or issued pursuant to that statute or provision, as may be from time to time modified or re-enacted.
- Unless the context expressly requires otherwise, references to the singular include (d) plural and vice versa and words denoting one grammatical gender include references genders. When the word 'include' or 'including' is used in this Agreement without limitation' and 'including without limitation' respectively. matical

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- If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court (f) of competent jurisdiction to be, invalid, illegal or unenforceable, whether due to a change in law or otherwise, the Parties will negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that · which prevailed prior to such invalidity, illegality or unenforceability.
- No amendment of this Agreement shall be effective unless it is in writing and duly executed by both Parties to this Agreement. (h) #
- This Agreement and the side letters that may be executed between the Parties constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements or
- (i) The First Party shall bear the stamp duty payable on this Agreement.
- The Parties shall undertake to take all necessary actions as may be required from time to time in order (j) to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- This Agreement shall be governed by the laws of India (without regard to conflict of laws provisions / (a) principles). Any claims, controversies or disputes arising out of or in connection with this Agreement, if not resolved by mutual discussion within 30 (thirty) days of being first notified by 1 (one) Party to the other, shall be resolved by binding arbitration conducted by a sole arbitrator appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder.
- The seat and venue of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted (b) in English.
- The decision and award of the arbitrator shall be in writing, in English, and shall be final and binding (c) on the Parties. The arbitrator shall determine the final allocation of the costs of arbitration.
- Subject to the foregoing, the Parties submit to the exclusive supervisory jurisdiction of the courts in (d) Bengaluru.

IN WITNESS WHEREFORE the parties hereto have executed this Agreement on the day, Month and year

For	the	First	Party:
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Signature:

Name: Dr Srivatsa

Designation: Principal PRINCIPAL

K.L.E. SOCIETY'S INSTITUTE OF DENTAL SCIENCE! . BANGALORE

Date:

For the Second Party:

ATTESTED BY ME

Formula Healthcare POHANDRAKALA, M.A. LL.B., ADVOCATE & NOTARY GOVT. OF INDIA

Name: Dr Upendra Kumar Kandleti Road, BENGALURU - 560 010. #293, 6th Cross, Indiranagar, Rajajinagar,

Designation: Director - TMI Healthcare Private

Limited

Date: