



# Chartered Accountants Association, Ahmedabad

## AGREEMENT

This Agreement is entered at Ahmedabad into this 17th day of May of 2021.

### BETWEEN

**Sterling Accuris Wellness Pvt. Ltd**, a registered Company under the Companies Act, 2013 having registered office at 3<sup>rd</sup> Floor, "Heritage Complex", Near Hotel Grand Bhagwati, Bodakdev, Ahmedabad Ahmedabad GJ 380054 IN (hereinafter referred to as the "**Accuris**" which expression shall unless repugnant to or inconsistent with the subject or context be deemed to mean and include its successors, representatives, administrators and assigns) on the **ONE PART**.

### AND

**CHARTERED ACCOUNTANTS ASSOCIATION, AHMEDABAD** (PAN: AAATC4521E) having address at 201, 2<sup>nd</sup> Floor Darshak, 14/A Swastik Society. Opp Shrey Hospital, Navrangpura, Ahmedabad 380009 (hereinafter referred to as the "**Client**" which expression shall unless repugnant to or inconsistent with the subject or context be deemed to mean and include its successors, representatives, administrators and assigns) on the

### **OTHER PART.**

**WHEREAS**, the Company wishes to utilize the services of the 'Client' as more specifically mentioned later on and the 'Client' has agreed to provide services to the Company;

### **NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

#### **1. TERM:**

This Agreement shall become effective on the Effective Date and shall, unless otherwise terminated in accordance with the provisions hereof, continue to be effective till terminated by either of the parties without assigning any reason by giving 30 days notice.

#### **2. SCOPE OF CLIENT'S SERVICES:**

The scope of the Client's services rendered to the Company are as under:

- To collect the samples for investigations directly from patients and to send the samples to Accuris's laboratory.

Ground Floor, Pratyaksh Kar Bhawan, Near GST Bhavan, Panjrapole, Ambawadi, Ahmedabad - 380 015.

**Ph:** +91 79 26304232, 26304233

2nd Floor, Darshak, 14/A, Swastik Society, OPP. Shrey Hospital, Navrangpura, Ahmedabad - 380 009

**Ph.** +91 79 40392596

**Mob.** 6351956842 **E-mail :** president@caa-ahm.org, caaahmedabad@gmail.com **Website :** www.caa-ahm.org





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- These samples shall be collected by Accuris from CLIENT who shall take it directly through customer.

### 3. CONSIDERATION:

All the payments shall be collected directly from the Client's customer.

### 4. CLIENT'S RESPONSIBILITY:

- a) The 'Client' shall ensure not to use the brand name, logo or any trademark and copyright of the Accuris for any other purpose except for business related activities.
- b) The 'Client' shall not enter into any commitments or dealings on behalf of the Accuris for which he has no clear authority nor alter or be a party to any alteration of any principle or policy of the Accuris or exceed the authority or discretion vested in the 'Client' without the previous sanction of the Company.
- c) The 'Client' shall provide all such documents as may be required by Accuris.

### 5. SPECIMEN PACKING:

Accuris will provide necessary specimen collection and packaging material for the collection and transport of these specimens such as Specimen Vials, Styrofoam Containers, and Corrugated Boxes etc. to your centre upon request. These Materials shall at all times remain the property of Accuris. You are requested to maintain a record of the specimen packaging materials supplied by us against those used by you. Proper care to ensure no leakage during transit should be taken while collecting and packaging of the specimens.

### 6. PRICING:

Our representative will provide you with a price list of our tests. Prices are subject to change from time to time (with prior notice of 15 days), based on our input costs and market considerations.

### 7. PROMOTION AND ADVERTISING

- a) Upon execution of this Agreement, the Parties hereto shall have the right solely or collectively to announce the arrangement as entered

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into between the Parties hereto. Both the Parties must approve communications related to all announcements in writing. Fees and charges must remain confidential and cannot be disclosed by either Party.

- b) The 'Client' may at its sole discretion market, promote, advertise and inform the Customers and general public of the services provided by Accuris in accordance with this Agreement.

### 8. NON EXCLUSIVE

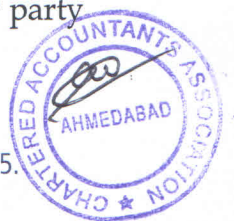
Nothing contained herein is intended nor shall be construed as creating any exclusive arrangement. The Client is neither an agent nor an employee of the Company. The Accuris shall not be restricted from acquiring similar, equal or like services from other 'Clients' or sources.

### 9. CONFIDENTIALITY:

The Client acknowledges that, in the course of carrying out his responsibilities under this Agreement, the Client may obtain information relating to the business which is of confidential or proprietary nature. The Client shall at all times keep in trust and confidence all such proprietary information, and shall not use such proprietary information other than in the course of his duties under this Agreement, nor shall the Client disclose any such proprietary information without the prior written consent of the Company. The Client further agrees to promptly return to the Company all proprietary information in its possession, custody or control either on demand by the Company or upon termination of this Agreement at any time and for any reason.

### 10. INTELLECTUAL PROPERTY OWNERSHIP:

The Company shall solely own any and all Intellectual Property Rights arising under this Agreement (irrespective of who developed those rights, or whether the rights were jointly developed by the parties). This Agreement does not transfer from the Company to the 'Client' any right, title and interest in and to the brand name, logo, ideas business secrets which will at all times solely belong to the Company. The 'Client' hereby agrees that it will not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets of the Company from the other party and/or its third party vendors.



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### 11. INDEMNIFICATION

- Except as covered under this Agreement, Accuris shall not become or be responsible for any other liability on any account.
- The 'Client' shall indemnify, defend and hold Company harmless from all actions, proceedings, complaints, claims, damages, demands, liabilities, costs, expenses, etc arising out of any violation of confidentiality obligations or any form of medical negligence or any violation of the intellectual property rights of the Company or any act of willful misconduct, gross negligence by the Client or any statutory violation or any other act which may have any form of legal impact on the company;

### 12. GOVERNING LAWS:

This Agreement will be governed by the laws of India and the Court at Ahmedabad will have the exclusive Jurisdiction. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

For, Sterling Accuris Wellness Pvt. Ltd.

Authorized Signatory

For, Chartered Accountants Association, Ahmedabad

(MONISH S SHAH- VICE PRESIDENT)



Place: - Ahmedabad

Date:- 17<sup>th</sup> May 2021

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### PRICING AS PER CLAUSE 6 OF AGREEMENT

Applicable from w.e.f Dated ...1<sup>ST</sup> June 2021.....

<u>Sr. no</u>	<u>Service Particulars</u>	<u>Rate INR/-</u>
1	PATHOLOGY TESTS SA1,2,3	25% DISCOUNT
2	HEALTH CHECK UP PACKAGES SA6	10% DISCOUNT
3	COVID-19 RTPCR	650/-
4	COVID-19 RTPCR WITH COLLECTION CHARGE	800/-
5	HOME VISIT CHARGE	50/-
6	COVID IgG BY CLIA	450/-
7	COVID IgG BY CLIA WITH COLLECTION CHARGE	550/-

LOCATION: AHMEDABAD CITY

**PATIENT TO CALL 812 813 0000 FOR BOOKING OR ANY INQUIRY**

CASH TO BE COLLECTED FROM PATIENT DURING COLLECTION.

NO OTHER OFFERS WILL BE CLUBBED WITH THIS

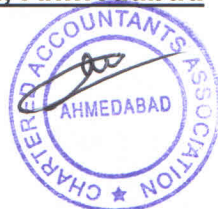
Aforementioned price is subject to change, if any changes in prices our representative will inform you're through e-mail or by delivering physical copy of revised price list.

**For, Sterling Accuris Wellness Private Limited**

**Authorized Signatory**

**For, Chartered Accountants Association, Ahmedabad**

**(MONISH S SHAH- VICE PRESIDENT)**



Place: - Ahmedabad

Date: - 17<sup>th</sup> May 2021

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