

MEMORANDUM OF UNDERSTANDING

THIS MOU IS MADE AT NEW DELHI ON THIS DAY OFMONTH, 2010

Between:

HEALTHCARE INFOXCHANGE INDIA PVT. LTD. (HCX) a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 311 Bajaj House, 97 Nehru Place, New Delhi 110019. Herein after referred to as the "**HCX**". Which expression shall unless it is repugnant to the context or meaning thereof shall mean and include its Successors and Assignees.

And

.....**And having its Registered Office at**
..... **hereinafter referred as "Agent/Associate"**
Which expression shall unless it is repugnant to the context or meaning thereof shall mean and include its Successors and Assignees.

Scope of this MOU

1. The appointed Agent/Associate will be authorized to promote/market the services of HCX and HCX shall make its products available to Agent/Associate. The scope of services shall be defined by HCX from time to time
2. That the Agent/Associate will make available to HCX its own customer base to promote the services provided by HCX.
3. Agent/Associate will be authorized to appoint its sub agent/associates which can be commercial establishments/individuals/ hospitals or any other mutually agreed profile. For every such sub agent/ associate the agent/associate shall take prior sign off from HCX and HCX shall be on its own allowed to carry out any due diligence as the case may be. The agent/associate shall fully cooperate with HCX in carrying out any due diligence.
4. HCX will have no involvement of any nature in the commercial arrangements agreed upon between Agent/Associate and Sub Agent/Associate and hence will not be held liable to the consequences of such commercial and other arrangements. HCX shall not be a party to any dispute, of whatever nature, arising out between Agent/Associate and Sub Agent/Associate.
5. The Agent/ Associate shall give publicity to HCX and its Products only upon the written consent of HCX as to the manner and content of publicity. All publicity material such as posters, leaflets, brochures, displays, flyers, write ups, stickers shall be provided by HCX and the Agent/Associate is not permitted to circulate to the public any publicity material that is not prior approved by HCX and that is not sourced directly from HCX.
6. Agent/Associate agrees to transmit to HCX any money received as a result of sale proceeds of HCX services within 48 hours of completing the sale.
7. Agent/Associate shall comply with service tax no. /TIN no. / VAT etc on its own as per the stipulated rules and regulations defined by law from time to time.

8. HCX will not be held liable if events outside HCX's control prevent them from fulfilling the obligations to the Agent/Associate. (Force Majeure)
9. Agent/Associate or Sub-agent/associate shall not disclose Personal Health Record (PHR) in any manner that would not be permissible under the Privacy Rule. Agent/Associate or Sub-agent/associate agrees to notify HCX of any use or disclosure of PHR not provided for by this MOU, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Agent/Associate or Sub-agent/associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Agent/Associate or Sub-agent/associate agrees to implement administrative and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHR.
10. The Agent/Associate covenants with HCX that the Agent/Associate will not, during the term of this MOU and thereafter directly or indirectly use, communicate, disclose or disseminate to anyone (except to the extent reasonably necessary for the Agent/Associate to discharge his duties hereunder, except as required by law or except if generally available to the public otherwise than through use, communication, disclosure or dissemination by the Agent/Associate) any Confidential Information (as defined hereinabove) concerning the businesses or affairs of HCX or of any of its affiliates or subsidiaries which the Agent/Associate may have acquired in the course of or as incidental to the Agent/Associate engagement or prior dealings with HCX or with any of its affiliates or subsidiaries.
11. This MOU is valid from the date of both the parties signing and shall remain in force until either of the party initiates termination as per the termination clause mentioned hereunder.
12. Both parties will have the right to terminate this MOU by giving one month's prior notice. It is understood and agreed that in the event of such termination, the agent/associate will hand over all proposals along with sale proceeds of HCX services/enrolment forms / HCX documents lying with him.
13. Upon termination or expiry of this MOU, the Agent/Associate shall not use the Material or Confidential Information, used or created by the Agent/Associate while performing his obligations hereunder. Notwithstanding the termination of this MOU, the obligations with respect to Confidentiality as contained in Clause 10 above will continue to survive.
14. Agent/Associate and HCX will make efforts for renewing of the services extended to the customers. HCX shall pay the service charge as per annexure A towards the renewal fee. The renewal fee shall be continued to be paid even in the event of this MOU between both the parties stands terminated. However post this MOU standing terminated, any customer mandating HCX in writing not intending to renew through agent/associate, the renewal fee for such customers shall not be payable.
15. If any provision contained in these conditions is for any reason held to be invalid or unenforceable in any respect that invalidity or unenforceability will not affect any other provision of these conditions and these conditions will be construed as if that invalid or unenforceable provision had not been contained herein.
16. The parties hereby confirm their MOU and the acceptance of all the terms and conditions embodied above and it will be considered as a formal MOU as soon as it is duly signed by both parties.

17. Each party agrees that any dispute between the parties relating to this MOU, including its scope or interpretation will be settled by arbitration of a sole arbitrator appointed by CEO of HCX who shall have a right to appoint alternate arbitrator in place of aforesaid arbitrator in case of his death or, being incapable or refusal to act or in the event of termination of his mandate for any reason, who shall promptly meet and confer in an effort to resolve such dispute. All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. All arbitration proceedings shall be conducted at New Delhi in English language and will be subject to laws of India.

I represent and acknowledge that:

I have read, understood, and consented to electronic delivery of, the disclosures above, and I agree to enter into a legally binding contract based on the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed the seals on the date and year first above written

Signed and delivered by:

Mr. _____

The _____

On behalf of HCX

(Signature)

Date:

Witnesses:

1.

2.

Signed and delivered by:

Mr. _____

The _____

On behalf of AGENT/ASSOCIATE

(Signature)

Date:

Witnesses:

1.

2.