



INDIA NON JUDICIAL
Government of Uttar Pradesh



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Certificate No. : IN-UP53996196694433W
Certificate Issued Date : 21-Aug-2024 02:16 PM
Account Reference : NEWIMPACC (SV)/ up14849104/ JHANSI SADAR/ UP-JHS
Unique Doc. Reference : SUBIN-UPUP1484910404669002505242W
Purchased by : MS OBDU DIGITAL HEALTH CARE PVT LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : MS OBDU DIGITAL HEALTH CARE PVT LTD
Second Party : VILAS GUPTA SO KAILASH CHANDRA GUPTA
Stamp Duty Paid By : MS OBDU DIGITAL HEALTH CARE PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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Gupta

REPRESENTATIVE AGREEMENT

This Representative Agreement, here in after referred to as "Agreement," is entered into and made effective on 30th July, 2024 by and between the following parties

M/s Obdu Digital Health Care Pvt Ltd, a company incorporated under the laws of India, having its registered office at 212, Second floor, Opposite Indira Gandhi Pratishthan, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010 (hereinafter referred to as the "Obdu (Digital Doctor Clinic)" or "First Party" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest and permitted assigns) of the **ONEPART**

AND

VILAS GUPTA S/O. **KAILASH CHANDRA GUPTA** residence at Village 372 / 40, Civil Lines, Babulal karkhana ke peechhe, Jhansi, Uttar Pradesh 284001 and Aadhar Number - 705502497715 (hereinafter referred to as the "Representative" or "Second Party" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its legal heirs, administrators and permitted assigns) of the **OTHER PART**

Obdu (Digital Doctor Clinic) and Representative may be referred to individually as "Party" and collectively as the "Parties."

WHEREAS:

A. WHEREAS the Obdu (Digital Doctor Clinic) Company along with its Affiliates is engaged in the business of Telehealth and Telemedicine in India which is defined below and for the said Health center which has been named as "Digital Doctor Clinic". Representative responsibility is to Maintain security of the center and track daily activities and operate it as directed by the company as a business partner., it is setting up a nation-wide service network of 'service' and 'DDC' in a phased manner,

B. AND WHEREAS for the purposes of setting up of the Digital Doctor Clinic service in specified 'Territory', the First Party requires the Investors who are willing to invest time, money and expertise for the operating DDC

(C) Obdu (DigitalDoctorClinic)sells certain products, as defined below ("Products") in connection with the Business;

WHEREAS, the System includes elements unique to the Obdu (Digital Doctor Clinic) and the Business, including, but not limited to, specifications, techniques, training methods, products, production methods, operating methods, designs, schemes, furnishings, marketing materials and business requirements to continually increase customer trust and goodwill in Obdu (Digital Doctor Clinic)'s Business;

WHEREAS, the Representative desires to establish and operate a business and wishes to obtain a license to use Obdu (Digital Doctor Clinic)'s System and Proprietary Marks in order to run the business under Obdu (Digital Doctor Clinic)'s guidelines;

WHEREAS the Representative has represented and warranted to the Obdu (Digital Doctor Clinic) that it satisfies the minimum representative requirements as set out in Annexure 1.



WHEREAS, relying on the representations and warranties and the undertaking of the Representative, the Obdu (Digital Doctor Clinic) has agreed to grant the Representative the exclusive representative to establish and operate the business on the terms and conditions as set out herein;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows

Clause 1- DEFINITIONS:

a) Proprietary Marks: The Proprietary Marks are the marks owned by Obdu (Digital Doctor Clinic), including but not limited to, Obdu (Digital Doctor Clinic)'s branded mark, Obdu (Digital Doctor Clinic), as well as any and all other names, trademarks, service marks, logos, trade dress, or other commercial symbols or copyrighted materials belonging to Obdu (Digital Doctor Clinic).

b) System: The System shall be defined as the conceptualization, specifications, design, marketing, operation, franchising and licensing of the Obdu (Digital Doctor Clinic) Business, including the expenditure of resources into the business, for the purposes of commercial sale to the public.

c) New Representative Business: New Representative Business shall be defined as the new business to be owned by the Representative, that utilizes Obdu (Digital Doctor Clinic)'s System and Proprietary Marks, opened pursuant to this Agreement.

d) Term: The Term of the Agreement shall be defined as the period for which this Agreement will run, discussed more specifically elsewhere in this Agreement.

e) Gross Sales: Gross Sales shall be defined as all revenue derived from the New Representative Business, at regular prices before any discounts or other allowance, as well as all income of any and every other kind related to the New Representative Business, System, or Proprietary Marks, the fair value of any non-monetary consideration received by Representative for any items or sales from the New Representative Business, and all proceeds of business interruption insurance policies for the New Representative Business. Gross Sales shall not include sales or excise taxes, or other taxes, added to the selling price of any item or service collected from Patients and given to state or Federal governments. Any tax rebates received by representative shall be included in Gross Sales, however. Gross Sales also specifically include any charged sales.

f) Territory: Territory shall be defined as the specific geographical location and limitations within which and within which Representative is permitted to operate the New Representative Business. The Territory is Village - 372 / 40, Civil Lines, Babul karkhana ke peeche, Jhansi, Uttar Pradesh 284001 Obdu (Digital Doctor Clinic) Marketing Materials: Obdu (Digital Doctor Clinic) Marketing Materials are all the advertising and promotional materials, including but not limited to press releases, signs, copy, concepts, brochures or any other kind of material or information in whatever form either hard copy or electronic used to advertise or market Obdu (Digital Doctor Clinic)'s Business and given to representatives for the purposes of advertising, as well.

g) Operating Procedures: the minimum operating procedures set out in Annexure 2 as may be amended or updated from time to time, by the Obdu (Digital Doctor Clinic) without giving any prior notice;

[Signature]

h) Service: Operating and daily maintaining the Digital Doctor Clinic as per the provisions of this agreement and the policy guidelines of the company as set forth time to time.

i) Telehealth: Telehealth is the Digital Doctor Clinic of health-related services and information via electronic information and telecommunication technologies. It allows long-distance patient and clinician contact, care, advice, reminders, education, intervention, monitoring, and remote admissions.

j) Telemedicine: Telemedicine is the exchange of medical information from one location to another using electronic communication, which improves patient health status. Telemedicine has multiple applications and can be used for different services, which includes wireless tools, email, two-way video, smart phones, and other methods of telecommunications technology.

k) Representative: A representative is a small unit of Digital Doctor Clinic, which operates and maintains digital doctor clinics at the rural level. According to the instructions given by the company, following the policies and rules, the residents will be made aware of the facilities of the clinic and will provide security for the clinic.

l) Product(a): Medicine is the science and practice of caring for a patient, managing the diagnosis, prognosis, prevention, treatment, palliation of the injury or disease, and promoting their health

m) Product (b): Health products are vitamins, minerals, herbal medicines, homeopathic preparations, probiotics and even some traditional medicines are also prescribed by doctor or any equivalent physician.

Clause 2- LIMITED GRANT:

In consideration of the Representative Fee and compliance with the Operating Procedures, the Obdu (Digital Doctor Clinic) hereby grants a Representative License to the second party for operating the New Representative Business for such terms and conditions as contained herein and the second party hereby accepts the license and shall be called as the "Representative" after grant of such license. It is agreed by the Parties that the Representative shall not have any right to further appoint sub-representative the operation of the New Representative Business.

Obdu (Digital Doctor Clinic) hereby grants and Representative accepts under the terms and conditions of this Agreement, a limited, non-transferable, exclusive license to use the Proprietary Marks and the System to operate the New Representative Business in the Territory for the Term as defined.

Clause 3- CONDITIONS PRECEDENT:

The Parties agree that this Agreement shall come into effect from the date on which the conditions as set out below are satisfied by the Representative to the satisfaction of the Obdu (Digital Doctor Clinic) ("Commencement Date") and shall be in force for the Term unless terminated earlier in accordance with the provisions of this Agreement:

The representative fee will be Rs 3, 50,000 to be credited to the account of the Obdu (Digital Doctor Clinic) excluding service Fees of 18% which shall be paid over and above of said representative fees.



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Clause 4- RESERVED RIGHTS:

Obdu (Digital Doctor Clinic) and its affiliates, parents, subsidiaries, or related businesses here by retain all rights to develop, operate, promote or otherwise exploit the Business, the System, and the Proprietary Marks. Representative additionally acknowledges and agrees that Representative is not entitled to any exclusivity or other territorial rights, except as specifically delineated in this Agreement.

Clause 5- FEES:

- a) **Commitment Fee.** The representative shall pay the initial representative fee ("Commitment Fee") to Obdu (Digital Doctor Clinic) for the right to enter this Agreement and in consideration of the New Representative Business: Rs. 3, 50,000 before the agreement along with service charge of 18% which have to be paid separately.
- b) Obdu Digital Doctor Clinic agrees and acknowledges that in case of termination of this agreement or discontinuance of business by Representative after period of one year from the date of commencement of this agreement the representative will be entitled to withdraw his initial representative fees of Rs 3.5 lakh as per the provisions of this agreement, policies of the company and subject to proper prior notice.
- c) The Representative agrees and acknowledges that the Commitment Fee/ Representative Fee is a non- refundable fee within a year and will not be refunded to the Representative earlier than one year under any circumstances, including but not limited to the termination of this Agreement.
- d) Should the Representative fail to pay the Initial Fee or any portion of it, Obdu (Digital Doctor Clinic) shall have the absolute right to declare this Agreement null and void and forfeit any portion of the Initial Fee that the Representative may have already paid. Obdu (Digital Doctor Clinic) shall then have no additional obligations to the Representative under this Agreement.
- e) The Representative agrees and acknowledges that the service fees of 18% is non-refundable under any circumstances.

Clause 6- ADVERTISING:

- a) Representative hereby agrees to use and prominently display the Obdu (Digital Doctor Clinic) Marketing Materials and Proprietary Marks solely in connection with the New Representative Business with prior written permission of the Obdu.
- b) Representative agrees to the following guidelines for local advertising and marketing purposes in connection with the New Representative Business:
The Obdu (Digital Doctor Clinic) may request reports regarding Representative's advertising expenditure and activities, at Obdu (Digital Doctor Clinic)'s sole and exclusive discretion.
- c) Representative agrees not to advertise or market the New Representative Business in anyway which may disparage or detract from the reputation of Obdu (Digital Doctor Clinic). If Representative has not received prior approval for any marketing materials, Representative agrees to submit such materials to Obdu (Digital Doctor Clinic) for approval, which Obdu (Digital Doctor Clinic) will approve or deny in a reasonable time period.

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Clause 7-OPENING DATE:

Obdu (Digital Doctor Clinic) and Representative agrees to estimate opening date of ("Opening Date"). Notwithstanding the foregoing, Representative agrees not to commence any operations for the New Representative Business until Obdu (Digital Doctor Clinic) has approved the specifications of the business as adhering to the terms and conditions of this Agreement.

Clause 8-COMPLIANCE WITH OPERATING PROCEDURES:

Obdu (Digital Doctor Clinic) and Representative hereby agrees to comply with the following operating standards

1. Criteria to be appointed as representative -
 - Checklist for KYC
 - Copy of Aadhar card
 - Copy of PAN card
 - Photographs - 3
2. Digital Dr. Clinic Basic Requirements-
 - Proposed clinic place photo and small video
 - Address of Gram panchayat clinic with PIN code
 - Khatauni/Gharauni copy of Gram Panchayat Place
 - Commercial Electricity connection at the clinic location is mandatory.
 - Washroom facility should be available for the company staff.
 - 300-400 Sq. feet space for clinic out of which 120 sq. ft. separate space for medical store [May be two rooms/shops or single room wooden partition]
 - After signing of Agreement, installation of front shutter of 8 ft. height and 8 to 10 feet width
 - Map of premises, (all Directions identity, Land mark, front road size and from where to where)
 - Setup must have Reinforced concrete (RC) also called reinforced cement concrete (RCC) roof lantern along with Cemented Floor.
 - Three walls and a side shutter gate of the road will be mandatory on the premises.
 - Plaster and white putty will be mandatory on all three walls in the premises and there should not be any window on any of the wall.
 - The size of the entrance gate into the complex was 8 feet high and will be minimum 6 feet wide.
 - Set-up premises must have three walls and one Gate with Shutter or Channel door.
 - All Electric fittings and connection must be as per company's policy and must be able to stand load of machinery, AC, Fridge and other electronic devices at once.
 - Commercial connection at the location of clinic is must for premises before launching, if not, the charges have to be beard by the representative itself. On the other side, the Electricity bill submitter will work until the commercial connection is completed.
 - If Khatauni/Gharauni/GATA No. is not available with the representative then the formalities of Registered Rent Agreement charges have to beard by the representative itself.

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[Signature]

- As per the company standards, Clinic Staff staying arrangement should be handled by the representative for their allocated location. No charges to be paid by them
- Representative must not have any objection on machinery to be kept at clinic by the company
- Exterior and interior of the clinic would be as per the policy of the company and representative shall not have any kind of objection on it
- The representative (investor) shall pay Rent of the clinic on its own.
- All the services, facilities and products to be provided in clinic shall be as per the policy of the company and can be changed or discontinued any time and representative shall not have any kind of objection on it.
- Company have separate N.D.A for keeping its policies, working procedures or other information confidential separate from this agreement and that agreement shall not affect respective clauses of this agreement and all the clauses of this agreement shall remain valid and enforceable.
- Representative shall not have any authority over healthcare employees and shall not give any direction to them, however representative shall give feedback of heal care employee to the company through the panel appointed to him.
- The Obdu (Digital Doctor Clinic) will handle all the legal, marketing, production, operations, and other paper work on the basis of which they will setup the business.

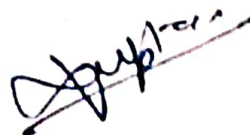
Clause9- TERMS &TERMINATION:

Terms and conditions will be valid as per this agreement and policy of company which can be changed time to time and will be intimated in written without any prior notice.

Clause 10- RIGHTS & OBLIGATIONS ON TERMINATION:

In the event this Agreement naturally expires or is terminated, Representative hereby agrees to undertake the following acts:

- Immediately cease to use the Proprietary Marks and the System for any business and return any manuals, specifications, forms, memoranda, training materials, advertising materials, instructions, and materials with the Proprietary Marks listed on them to Obdu (Digital Doctor Clinic); and
- Remove any signs or advertisements which identify Obdu (Digital Doctor Clinic) or Obdu (Digital Doctor Clinic)'s business from the New Representative Business premises and perform any remodeling or redecoration which may be required by Obdu (Digital Doctor Clinic) to distinguish it further from Obdu (Digital Doctor Clinic)'s business
- Obdu (Digital Doctor Clinic) shall retain any and all fees and other monies paid pursuant to this Agreement. Obdu (Digital Doctor Clinic) shall also have the right, at Obdu (Digital Doctor Clinic)'s election, to purchase Representative's interest in any lease, physical space, furniture, fixtures, equipment or other tangible assets. The purchase price shall be the lesser of the Representative's cost or the then fair market value of such tangible property, as assessed by an independent appraiser.
- If there are any fees owed to the Obdu (Digital Doctor Clinic) at the expiration or



termination of this Agreement, Representative shall pay them immediately. He is not liable to conflict or interfere in companies work. If the termination is by reason of the Representative's breach or default, such sums shall include any and all damages, costs, and expenses incurred by Obdu (Digital Doctor Clinic).

- e) Obdu (Digital Doctor Clinic) shall retain all rights and remedies after the termination or expiration of this Agreement. Furthermore, such expiration or termination shall not release Representative any of obligations to Obdu (Digital Doctor Clinic) at the time of the expiration or termination nor terminate those obligations and liabilities of Representative which, by their nature, survive the expiration or termination of this Agreement.

Clause 11- RENEWAL:

If Representative would like to renew the Parties' relationship at the end of its Term, Representative shall provide a written request for renewal to Obdu (Digital Doctor Clinic) at least the following period prior to the Expiration Date: Three Months. Such written document shall describe that the particular request is for one additional Term as defined in this Agreement.

Representative hereby acknowledges and agrees that the terms of any agreement to renewal ("Renewal Agreement") may be substantially different, including any royalty or representative fees and any other terms at Obdu (Digital Doctor Clinic)'s sole and exclusive discretion.

In order to be considered for renewal, Representative shall have met each of the following condition(s):

The representative will provide and maintain the factory/assembling and office infrastructure on a regular basis.

If Representative enters into any new lease or extends any lease for tenancy of the New Representative Business extending beyond the Term, Representative acknowledges that Representative shall be doing so at its own risk.

Clause 12- OBDU (DIGITAL DOCTOR CLINIC)'S OBLIGATIONS:

a) Prior to the Opening Date, Obdu (Digital Doctor Clinic) shall inspect the New Representative Business to determine that it reasonably conforms to the requirements of Obdu (Digital Doctor Clinic).

b) The Obdu (Digital Doctor Clinic) will continue to make available Obdu (Digital Doctor Clinic)'s products for sale / service to Representative, so that Representative may effectively run the New Representative Business.

c) Obdu (Digital Doctor Clinic) shall provide Representative with advisory assistance from time to time, including with the provision of information, data, manuals, techniques, and possibly materials regarding the New Representative Business and its operations.

d) The Obdu (Digital Doctor Clinic) will continue to make available Obdu (Digital Doctor Clinic)'s products for sale / service to Representative, so that Representative may effectively run the New Representative Business.



Representative's Name...

e) Obdu (Digital Doctor Clinic) shall provide Representative with advisory assistance from time to time, including with the provision of information, data, manuals, techniques, and possibly materials regarding the New Representative Business and its operations

Clause 13- RELOCATION OR OUTSIDE SERVICE:

No part of this Agreement permits Representative any rights to relocate the New Representative Business, use the System outside the New Representative Business, or engage in any services or sell any goods bearing the Proprietary Marks outside the Territory. If Obdu (Digital Doctor Clinic) occasionally agrees to allow Representative to engage in business outside the Territory, this shall not be considered a waiver of the foregoing. Obdu (Digital Doctor Clinic) shall have specific requirements applicable to any sales or services outside the Territory.

Clause 14- PROPRIETARY MARKS:

Obdu (Digital Doctor Clinic)'s Retained Rights. Representative hereby acknowledges and accepts that Obdu (Digital Doctor Clinic) is the owner of all right, title and interest in and to the Proprietary Marks. As such, Obdu (Digital Doctor Clinic) agrees to indemnify and hold Representative harmless against any claims that the Representative's use of the Proprietary Marks infringes on the rights of any third party. In such a scenario, Representative agrees to immediately notify Obdu (Digital Doctor Clinic) of the claim, as well as cooperate to the maximum extent possible in Obdu (Digital Doctor Clinic)'s defense and/or settlement of the claim.

Representative's Use: In conjunction with other provision in this Agreement, Obdu (Digital Doctor Clinic) hereby grants Representative a limited, non-exclusive, revocable license to use, publicly display, or distribute the Proprietary Marks for the agreed-upon terms set forth in this Agreement. The Proprietary Marks used for any purpose not directly related to these terms must be with the express written permission of Obdu (Digital Doctor Clinic) and may include the payment of additional fees unless otherwise agreed to in writing.

a) Representative agrees to use the Proprietary Marks in substantially the same manner as used by Obdu (Digital Doctor Clinic) as part of the System, specifically as follows:
Representative may also be requested by Obdu (Digital Doctor Clinic) to identify itself as a licensee or representative in a certain manner and must do so.

b) Representative shall not assign, transfer, sublicense, or otherwise allow any other person or business to use any of the Proprietary Marks and shall not hold itself out as an agent of Obdu (Digital Doctor Clinic) through the use of the Proprietary Marks.

c) Representative will not use, display, or apply for registration with or register with any local, state, or Federal government any names or marks that are similar to any of the Proprietary Marks of Obdu (Digital Doctor Clinic) without prior written permission during the period of this agreement or anytime thereafter.

d) Representative hereby agrees to comply with all of Obdu (Digital Doctor Clinic)'s instructions regarding any required filings for fictitious or business names, as well as execute and maintain any necessary paperwork to run the New Representative Business and use the Proprietary Marks.

e) If any litigation ensues or is threatened regarding the Proprietary Marks against Representative, Representative shall immediately notify Obdu (Digital Doctor Clinic) in writing and cooperate fully in Obdu (Digital Doctor Clinic)'s Defense or settlement of the



claim. Representative agrees not to institute any litigation or make any demand or serve any notice of any legal action without first obtaining the written prior consent of Obdu (Digital Doctor Clinic). The Obdu (Digital Doctor Clinic) has the right to bring such action and to join Representative.

f) Representative agrees that Obdu (Digital Doctor Clinic) and any affiliates are the owners of all right, title, and interest in and to the Proprietary Marks, as well as the goodwill associated with such marks, and that such marks are valid to identify the Obdu (Digital Doctor Clinic)'s Business and System, as well as those additional representatives who operate using the System.

g) The Obdu (Digital Doctor Clinic) may, at Obdu (Digital Doctor Clinic)'s sole and exclusive discretion, replace, add, delete or otherwise modify the Proprietary Marks. If Obdu (Digital Doctor Clinic) takes any such action, Representative hereby agrees to accept the new Proprietary Marks and bear the cost of confirming the New Representative Business for the new Proprietary Marks.

h) Representative agrees, now and here after, not to attack the ownership, title or rights of Obdu (Digital Doctor Clinic) or Obdu (Digital Doctor Clinic)'s affiliates in any of the Proprietary Marks, contest the validity of any of the Proprietary Marks, take any action which could jeopardize or infringe upon the Proprietary Marks or misuse the Proprietary Marks in any way.

i) Representative acknowledges and agrees that Representative has no ownership interest in any of the Proprietary Marks, the System, or any other intellectual property belonging to Obdu (Digital Doctor Clinic) and/or Obdu (Digital Doctor Clinic)'s affiliates, and that any license granted here under is non-exclusive and shall be in effect only for the term of this Agreement.

j) Representative may not use any other marks in connection with any of the Proprietary Marks, unless Representative has received specific prior written approval from Obdu (Digital Doctor Clinic).

k) After signing the agreement, representative is bound to take any action against the company until the company agrees with the same, If found

Clause15- QUALITY CONTROL:

The Obdu (Digital Doctor Clinic) shall have the unconditional right to inspect the New Representative Business to assure quality control. The Obdu (Digital Doctor Clinic) may send representatives from time to time, for the purposes of observation, examination, and evaluation. The Obdu (Digital Doctor Clinic) may, at its sole discretion, send Representative an inspection report, and demand that Representative immediately complies with any and all deficiencies or unsatisfactory conditions. If Representative fails to correct any deficiency within the time period written on the inspection report or communicated by Obdu (Digital Doctor Clinic), Obdu (Digital Doctor Clinic) shall have the right to implement a required fee for Representative or terminate this agreement, as Obdu (Digital Doctor Clinic) may see fit.



Clause 16- INSURANCE:

During the term of this Agreement, Representative shall obtain and maintain insurance coverage with insurance carriers acceptable to Obdu (Digital Doctor Clinic) in accordance with the Obdu (Digital Doctor Clinic)'s insurance requirements. The coverage shall begin as soon as Representative signs a lease for the New Representative Business.

Clause 17- MISCONDUCT AND SECURITY DEPOSIT CLAUSE

In the event that the representative, or any individual associated with them, engages in any form of misbehaviour or violation of the clinic's policies or conduct standards, the clinic reserves the right to withhold the entire security deposit. The security deposit will not be refundable under such circumstances.

Clause 18- NOWAIVER:

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of Obdu (Digital Doctor Clinic). Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No Waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of Obdu (Digital Doctor Clinic) to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

Clause 19- FORCE MAJEURE:

Neither Party is liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, pandemics and other acts which may be due to unforeseen circumstances.

Clause 20- INDEMNITY:

Representative here by agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to the breach of this Representative Agreement.

Clause 21- SEVERABILITY:

If any provision of this Representative Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Representative Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Representative Agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

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Clause 22-ENTIRE AGREEMENT:

This Representative Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject matter hereof.

Clause 23-NO OTHER RIGHTS GRANTED:

Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's confidential information, except the limited right to use such Confidential Information in connection with the proposed relationship between the parties. The Receiving Party shall not receive any intellectual property rights in the Confidential Information other than a limited right to use the Confidential Information for the purposes specified in this Agreement. All intellectual property rights shall continue to vest with the Disclosing Party. The Disclosing Party shall retain all title, interest and rights and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or hereafter may be obtained by Disclosing Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

Clause 24- AMENDMENTS:

Any change, alteration, amendment, or modification to this Representative Agreement must be in writing and signed by authorized representatives of both Parties.

Clause 25- DISPUTE RESOLUTION:

Any dispute(s) arising out of this Agreement shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

a) Any dispute under this Agreement shall be referred to arbitration by a sole arbitrator to be appointed by the first Party.

b) The arbitration proceedings shall be held in at the designated place of the First Party in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.

c) The Parties agree that the arbitration award shall be final and may be enforced as a decree.

d) The Parties further agree that subject to the above only the competent courts at Noida shall have jurisdiction in all matters arising hereunder.



e) The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.

If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

Clause 26- INDEPENDENT PARTIES:

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties. The Representative shall be considered an independent contractor for the Obdu (Digital Doctor Clinic). This Agreement is for the sole and express purpose of that independent contractor relationship for the opening and operation of the New Representative Business under the terms and conditions herein.

Clause 27- EXCLUSIVITY:

For a period of this agreement and 2 year thereafter, the Representative shall not enter in to discussions with third parties for business which are similar to the proposed business under this agreement.

Clause 28- ASSIGNMENT:


Obdu (Digital Doctor Clinic) shall have the right to assign or transfer any to its rights or delegate any to its obligation under this Agreement in whole or in part to any person, firm or corporation. As to Representative, however, this Agreement, or the rights granted hereunder, shall not be assigned, sold, leased or otherwise transferred in whole or part by Representative, without prior express written consent of Obdu (Digital Doctor Clinic). If Obdu (Digital Doctor Clinic) agrees to any assignment, Obdu (Digital Doctor Clinic) and Representative shall then discuss the terms of the assignment, which shall be through an additional executed agreement. If Representative attempts to assign or otherwise transfer this Agreement without Obdu (Digital Doctor Clinic)'s approval, Obdu (Digital Doctor Clinic) may terminate the Agreement in Obdu (Digital Doctor Clinic)'s sole and exclusive discretion and shall forfeit the commitment fees or any other amount lying with it and shall also be liable to be indemnified for any loss or damage occurred to it due to such action of Representative.

Clause 29- ANNOUNCEMENTS:

Representative shall not make any news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

Clause 30- NOTICES:

Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or e-mail, to the address of the relevant Party set out at the

A handwritten signature in blue ink, appearing to be "J. Gupta", is written over a horizontal line.

head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. Any domain from the digital doctor clinic will be valid from hr/info only. The relevant contact information for the Parties is as follows:

Obdu (Digital Doctor Clinic):

Address- 212, Second floor, opposite Indira Gandhi Pralishthan, Vijaipur Colony, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010

Email: info@digitaldoctorclinic.com

Representative: **VILAS GUPTA**

Address - Village 372 / 40, Civil Lines, Babulal karkhana ko poocho, Jhansi, Uttar Pradesh 284001

Email: vilasgupta1974@yahoo.com

Mob- ~~870776367~~ 7905774663

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

Clause 31-NON-SOLICITATION:

Representative shall not for a period of one year six months from the Effective Date solicit the clients or Patients of the other Party ("Existing Party") to supply goods or services to them of the same or similar type as provided by the Existing Party. Without limitation to the above, the Representative shall not:

a) Solicit the clients or Patients of Obdu (Digital Doctor Clinic) to provide services or supply good to them of the same or a similarity to those provided by Obdu (Digital Doctor Clinic) during the course of this Agreement and for a period of one year six months following the termination of this Agreement;

b) Endeavour to entice away from Obdu (Digital Doctor Clinic) or employ or offer to employ any person who is employed by Obdu (Digital Doctor Clinic) during the term of this Agreement and for one year six months following the termination of this Agreement, whether or not the person would commit a breach of his or her contract of employment by being enticed or accepting employment with them.

Clause 32-GOVERNING LAW:

This Agreement and all issues arising out of the same all be construed in accordance with the laws of India.

Clause33 - Representative Revenue

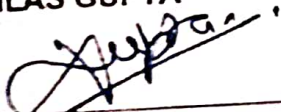
The representative shall submit with the company all the cash it has collected on the behalf of the company from the patients or otherwise to the company's designated account or person at such intervals as communicated by the company either daily or weekly as per the policy of the company along with related accounts.

In lieu of services provided by the Representative, it shall be given 25% of total revenue collected by it on behalf of the Obdu (Digital Doctor Clinic). However, Obdu (Digital Doctor Clinic) doesn't guarantee any minimum amount to be disbursed during the period. Amount disbursed shall be based on percentage of amount collected by representative only.

IN WITNESS WHERE OF, the Parties here to have executed this Agreement.

OBDU DIGITAL HEALTH CARE PRIVATE LIMITED
By: Signatory authority

VILAS GUPTA



Representative Signatory