

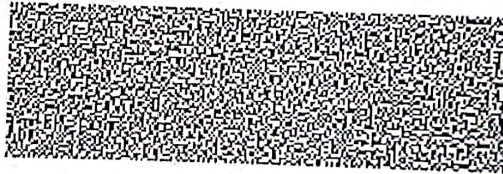
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Certificate No. : IN-KA17040840583301X
 Certificate Issued Date : 08-Jan-2025 11:09 AM
 Account Reference : NONACC (FI)/ kacrsf108/ JAYANAGAR9/ KA-JY
 Unique Doc. Reference : SUBIN-KAKACRSFL0870476135825602X
 Purchased by : GOOD HEALTH ENTERPRISES
 Description of Document : Article 5(J) Agreement (in any other cases)
 Property Description : DIAGNOSTIC TESTING SERVICES AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : GOOD HEALTH ENTERPRISES
 Second Party : SRI SIDDHARTHA MEDICAL COLLEGE AND HOSPITAL TUMKUR
 Stamp Duty Paid By : GOOD HEALTH ENTERPRISES
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or type below this line

DIAGNOSTIC TESTING SERVICES AGREEMENT

This DIAGNOSTIC TESTING SERVICES AGREEMENT {THEAgreement} is made and executed effective as of 8th JANUARY 2025 at Bangalore by and between:



Whah

Dr. N.S. Venkatesh M.B.B.S., M.S.
 MEDICAL SUPERINTENDENT
 Sri Siddhartha Medical College & Hospital
 Agalakote, B.H. Road, Tumkur-07

8 JAN 2025



1. The authenticity of the Stamp Certificate should be verified at www.eStamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India.
 2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 3. In case of any discrepancy please inform the Competent Authority.



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GOOD HEALTH ENTERPRISES{PAN: DRFP59476B} a company registered under the company Establishment act 2022 – which is an Authorised C. Centre for **MEDGENOME LABS LTD.** Having its registered office at #17, 5th main, 2nd floor, 13th cross, J.P. Nagar I phase, Bangalore- 560078, [herein after referred to as **GOOD HEALTH**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns];

SRI SIDDHARTHA MEDICAL COLLEGE & HOSPITAL – TUMKUR, an entity incorporated under the applicable laws, having its registered office at # Agalakote, B H Road, Tumkur -572107 Represented by Dr. N.S. VENKATESH – Medical Superintendent-SSMCH Tumkur. [which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and permitted assigns].

GOOD HEALTH AND SRI SIDDHARTHA MEDICAL COLLEGE & HOSPITAL(SSMCH). are individually referred to as a Party and collectively as Parties.

WHEREAS:

SSMCH– TUMKU is desirous of engaging **GOOD HEALTH – Medgenome's** services for conducting Tests on samples– {**AnnexureA**} that shall be collected from patients at SSMCH-TUMKUR [including its owned,partnered & managed hospital and clinics] and Good Health has agreed to provide such services, more specifically by the parties in accordance with this Agreement. The parties now intend to enter into this Agreement to record the terms of their agreement.

DEFINITIONS:

Tests or Test shall mean the tests listed in **Annexure A** offered and to be performed by MedGenome in accordance with this Agreement and TEST Request Form {TRF} shall mean the form, whose format, content and sample collection procedures, shall be mutually agreed between the parties and includes the undertaking cum declaration from SSMCH– TUMKUR. Regarding its complete compliance with its patient's informed consents and ethical committee requirements, for the performance of this Test and for banking and future use of any leftover portion of their sample. The Test Request Form shall contain only the required and relevant information needed by MedGenome to perform the specified Tests.

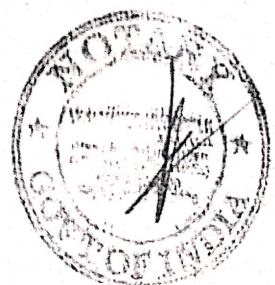
1. APPOINTEMENT:

GOOD HEALTH – MEDGENOME will use commercially reasonable efforts to provide to SSMCH - TUMKUR [Including its owned, partnered & managed hospitals and clinics] services as mentioned in Annexure A and associated services mentioned in this Agreement. Notwithstanding anything to the contrary herein, nothing in this Agreement shall limit or restrict **GOOD HEALTH – MEDGENOME** right and ability at all times to provide services to third parties which are similar or identical to the services provided or rendered under this Agreement.



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Sri Siddhartha Medical College & Hospital
Agalakote, B.H. Road, Tumkur-572107



2. TERM:

Subject to Clause 14 [Termination] below, the Agreement shall be valid for a period of 2 years from the Effective Date [the initial Term]. The Agreement shall be extended automatically for a period of 2 years [Renewal Term] after the Initial term unless terminated by the parties mutually by issuing a notice not later the 15 days prior to expiry of this Agreement.

3. RANGE OF INVESTIGATIONS:

MedGenome offers a comprehensive range of specialized tests and update its service menu on from time to time. MedGenome shall communicate all relevant details directly to GOOD HEALTH upon introduction of new tests.

4. SAMPLE COLLECTION:

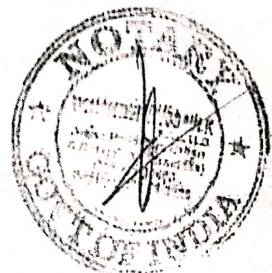
It shall be the responsibility SSMCH- TUMKUR, to collect the Test Samples from Patients as per accepted clinical guidelines and in accordance with the applicable laws. SSMCH- TUMKUR, shall be responsible to obtain the necessary consent from the patients using a mutually agreed patient consent form which is to be formalized by the parties. SSMCH - TUMKUR shall abide by the policies and procedure of sample collection, retention/ storage. SSMCH-TUMKUR, shall ensure compliance with local regulations for disposal of biohazardous waste material. Along with the Collected sample SSMCH - TUMKUR shall provide clear instructions and other necessary information with regard to the nature of Test required to be carried out by MEDGENOME in the TRF along with its patient details. Upon receiving the sample, MedGenome shall conduct sample quality control test on the sample provided by SRI. In the event a sample does not meet or marginally fails to meet the quality control check test conducted by MedGenome, SSMCH - TUMKUR Will provide a fresh sample at no additional costs to be borne by MedGenome or omit the sample or provide written instruction to proceed with risk knowing that data outcome will vary, SSMCH-TUMKUR shall be responsible to label each sample with the corresponding sample test requisition form number. MedGenome may refuse to collect any sample which is not appropriately labelled and kept ready at the time of collection.

5. LOGISTICS:

GOOD HEALTH will facilitate the pick-up of samples in one or more suitable temperature- controlled transport/ courier facility from the Genomics Centre at SSMCH - TUMKUR at regular intervals and may contract with multiple courier services to perform this assignment. Any out of turn sample delivered to GOOD HEALTH - MEDGENOME shall be the responsibility of SSMCH - TUMKUR at its own cost. Neither Good Health or MedGenome or the courier service providers are responsible for any loss or damage of samples arising out of transit and every effort will be made to safely deliver all samples collected to MEDGENOME LABORATORY.



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MEDICAL SUPERINTENDENT
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Agalakote, B.H. Road, Tumkur



6. CONDUCT OF TESTS:

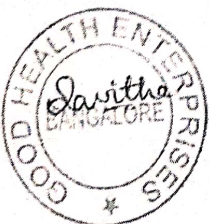
MEDGENOME shall carryout tests in accordance with the TRF, applicable laws, prescribed norms/ protocols governing the quality and standard and shall furnish all the Test report/ specimen/ slides etc. in its own name and shall be liable and responsible for all the acts and omissions in carrying out the Test and its reporting. For the avoidance of doubt, Medgenome shall not be responsible for any incorrectly or impartially filled TRF provided to MedGenome. In the event that MedGenome receives any Incorrectly or impartially filled TRF, GOOD HEALTH shall promptly notify SSMCH- TUMKUR of the same. There is no charge for any repeated Test, Id such need arises due to compromise in the quantity or quality of the collected sample, however, conduct of such repeated Test shall be at the sole discretion of Medgenome. MedGenome shall not be responsible if the Test reports are not proper/ accurate due to any contamination of specimen either during its collection or transportation. The parties agree that Good Health - MedGenome warrants that it shall not make any clinical assessment with respect to therapy, diagnosis or treatment of a patient in the Test report. SSMCH - TUMKUR shall not in any way alter, modify, add, remove or otherwise change any report or material related to test / Diagnostic report as provided by MedGenome.

7. PRICING:

GOOD HEALTH shall charge SSMCH-TUMKUR, for every Test conducted on the agreed price as provided in ANNEXURE A, in the manner as may be agreed by the parties from time to time. Any change of price revisions shall become effective the end of fifteen [15] days from the date is informed to SSMCH- TUMKURRAW data pertaining to Genomic sequencing [E.G., Graphs, electrophoretograms, IGV snapshots etc...] on patients or other investigational samples, shall be made available upon request and may take upto 7 working days, and shall attract additional charges as mutually agreed upon.

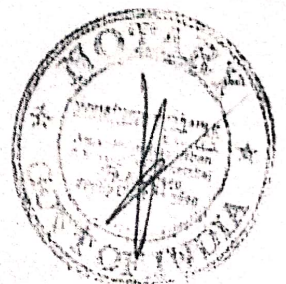
8. PAYMENT TERMS;

GOOD HEALTH will raise invoice for tests conducted by it for SSMCH - TUMKUR on fortnight basis [15 days]. The payment terms will be 7 days from the date of invoice. SSMCH - TUMKUR shall furnish details of the payment made including but not limited to payment advices and TDS certificate. In the event SSMCH - TUMKUR... disputes one or more items in an invoice, SSMCH - TUMKUR notify GOOD HEALTH of the same in writing with 7 [seven] business days from the receipt of the respective invoice and such notice shall contain a reasonable specific description of the item[s] being disputed and the basis for the same. GOOD HEALTH shall use a reasonable effort to respond to SSMCH - TUMKUR. within 7[seven] business days of receipt of the aforesaid notification. In the event that the parties are unable to mutually resolve the dispute with a period of 45[forty - five] business days of the receipt of the invoice by SSMCH - TUMKUR. ... the parties shall refer the matter for resolution by the Court of competent jurisdiction. In the event SSMCH- TUMKUR. fails to make the payment within days and interest of 18% per annum shall be levied for every delay in payment.



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MEDICAL SUPERINTENDENT
Sri Siddhartha Medical College & H
Agalakote, B.H. Road, Tumkur



9. DATA PRIVACY:

SSMCH - TUMKUR ... Shall obtain requisite consent of the patient to disclose his/her information to GOOD HEALTH- MEDGENOME, including but not limited to condition/ disease information, including diagnosis date, first symptom information, and family history, biographical information, including bio, gender, age, location [city], Clinical reports shall be shared with only referring Physician/ Geneticist / Authorized personnel via email or as hard copy. sharing of report with any other person shall require formal approval and consent.

10. INDEMNIFICATION:

Both parties (" Indemnifying Party") agree to fully and completely indemnify, defend and hold harmless , the other party (" Indemnified Party") from and against all claims, losses, costs, suits , liabilities , damages or deficiencies including legal fees and expenses (hereinafter collectively referred to as losses) suffered incurred or paid, directly or indirectly, by the indemnified party , as a result of , in connection with or arising out of any material breach of any of the provisions of this Agreement by the Indemnifying party or material breach of any applicable laws, regulations, globally accepted ethical norms and informed consenting practices by the indemnifying party or any gross negligence or wilful misconduct by the Indemnifying party. SSMCH-TUMKUR, hereby acknowledges that GOOD HEALTH shall not be liable in any manner whatsoever for any treatment rendered or action taken by SSMCH - TUMKUR or by its any of the personnel on the basis of MedGenome report generated pursuant to MedGenome rendering the test services.

For the avoidance of doubt, the parties agree that the obligation of the Indemnifying party to indemnify the Indemnified party shall arise solely upon the establishment of an actual loss under the Agreement, as determined by a court or arbitrator of competent jurisdiction.

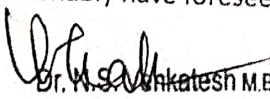
The parties agree that as a matter of practice, if the Indemnified party seeks to claim any amount it shall deliver a notice in writing to the Indemnifying party, specifying in reasonable detail the obligation under the Agreement that has been breached and the amount claimed thereunder.

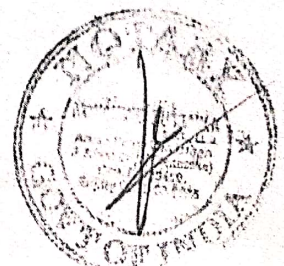
The Indemnified party shall not be entitled to recover damages or obtain compensation, payment, reimbursement, restitution or indemnity more than once in respect of the same claim/loss.

11. LIMITATION OF LIABILITY:

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of this Agreement (including, without limitation, loss of business, revenue, profits, goodwill, use, data or other economic advantage) however they arise, whether in breach of contract, breach of warranty, or in tort, including negligence, and even if the party has previously been advised of, or could reasonably have foreseen, the possibility of such damages.




Dr. N. S. Venkatesh M.B.B.S., M.S.,
MEDICAL SUPERINTENDENT
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Agalakote, B.H. Road, Tumakuru-07.



12. TERMINATION:

12.1 Either party, without any liability, terminate this Agreement based on the following:

- a) Without cause, provided written notice given to the other party at least thirty (30) days to the effective date of termination.
- b) Either party is adjudged bankrupt or insolvent.
- c) Either Party makes a general assignment of its assets or business for the benefit of its creditors.
- d) If either party files a petition for insolvency, suspension of payment, or to reorganize under the bankruptcy or similar laws; or if the other party ceases its business operations or permits its license being immediately renewed; or
- e) Either party commits a material breach of any of its representations, warranties and covenants herein.

12.2 If either party breaches any of its covenants, representations, warranties herein, or violates any of the terms or conditions of this Agreement, it shall entitle the other party to immediately cancel and terminate this Agreement, without prejudice to any legal action that may be brought against the party in connection with such breach.

12.3 The Termination of the Agreement shall be in addition to, and not in lieu of, other rights and remedies of the parties under this Agreement and existing provisions of law.

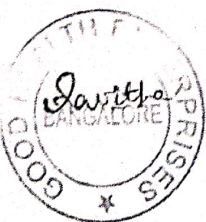
12.4 Provisions, which by their express terms shall survive the termination or expiration of the Agreement, shall survive such termination or expiration.

12.5 Upon termination of this Agreement due to any cause provided herein SSMCH - TUMKUR... shall make payment of any unpaid amounts and any other amount payable to GOOD HEALTH under this Agreement payable up to and including the termination date with 30 days from the date of termination, except as otherwise provided herein.

12.6 Termination of this Agreement with or without cause shall not release the party from any liability which at the time of termination has already accrued to the other party or which thereafter may accrue in respect of any act or omission prior to such termination.

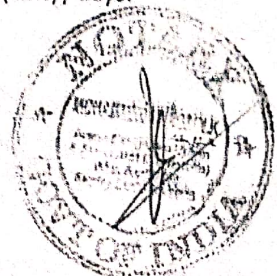
13. FORCE MAJEURE:

No party shall be liable to the other if, and to the extent that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such party, including but not limited to, government legislations, fires, floods, explosions, epidemics, accidents, acts of god, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of government or shortages of materials. (Force Majeure event) this Agreement shall automatically terminate in event of such Force Majeure event continues for a continuous period of more than 60(sixty) days.



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14. RELATIONSHIP OF THE PARTIES;

The relationship of the parties established by this agreement is that of independent contractors.

15. GOVERNING LAW & DISPUTE RESOLUTION;

THIS Agreement shall be governed by and shall be construed in accordance with the laws of India and the Courts of Bangalore, Karnataka shall have exclusive jurisdiction over the disputes arising out of this Agreement. Any dispute arising out of or in relation to this Agreement shall be referred to Arbitration to be conducted by a sole Arbitrator to be appointed by President – Arbitration Centre – Karnataka in accordance with the Indian Arbitration and conciliation Act, 1996 and the rules framed thereunder as amended from time to time. The arbitration shall be held in Bangalore, India and shall be conducted in English. The Award of the sole arbitrator shall be written, reasoned, final, binding and conclusive on the parties.

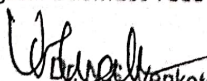
16. MISCELLANEOUS:

All notices, statements or other communication required or permitted to be given or made under this agreement shall be in writing and delivered by hand or sent by prepaid post with recorded delivery or facsimile transmission or email addressed to the intended recipient at their address mentioned at the recitals of this Agreement. Except otherwise provided in this Agreement, neither this Agreement nor any benefits or burdens under this Agreement shall be assigned by any party without the prior written consent of both the parties. This Agreement and the side letter constitute the entire agreement between the parties hereto and this agreement may only be modified by a written document executed by the parties hereto. If any provision of the Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision, and all other provisions of this Agreement shall continue to remain in full force and effect.

17. EXECUTION:

The parties recognize the use of manual signatures and or simple electronic signatures (eg., Simple electronic signature within the Docu Sign tool or more advanced electronic signature standard) as legally valid and binding for entering into this Agreement, unless applicable law mandated any other form of execution. "Electronic Signature" shall mean data in electronic form which is attached to or logically associated with other data in electronic form, and which is used by the signatory to sign. Such electronic signature shall be deemed an original signature of the signatory and a document signed in such a way shall be deemed legally valid, binding and enforceable for all parties. Furthermore, the parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to fulfil the condition" in writing." (ii) to have been duly signed and (iii) to constitute a record established and maintained in the ordinary course of business. Electronic copies of such electronically signed documents, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in printed form




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