

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made at Chandigarh on 6 August, 2021,
Between

SHUDDHI AYURVEDA PANCHKARMA CLINIC (A Unit of Divya Upchar Sansthan) having its place of business at **SCO 86, Basement & Ground Floor, Sector 44-c, Chandigarh 160047** through its authorized representative Mrs. Avira Gautam, W/o Sh. Anandeshwar Gautam, R/o **H. No. 437/2, Sector 46-A Chandigarh 160047** (hereinafter referred to as First Party)

And

M/s FINEST TECH SOLUTION PVT. LTD., a company through its Director Sh. Sahil Jain, S/o Joginder Kumar Jain, R/o Flat No. 03, Tower 9, Ground Floor, Motiaz Royal City, Zirakpur, SAS Nagar, Mohali, Punjab 140603 and Sh. Mukesh Grover, S/o Khairati Lal Grover, R/o D-401, Tower D, Sushma Urban View Society, Dhakoli, Zirakpur, Punjab 140603 (hereinafter referred to as Second Party). This term shall include his legal heirs, representatives and successors, etc.

WHEREAS, the First Party is a group of venture which is also running a clinic for which they need a software in order to proceed with convenient and professional capturing of bills, patient data and related activities.


WHEREAS, the Second Party deals in the preparation of the softwares and has been approached by the First Party for preparing a software as per the needs and specifications given by the First Party.

AND WHEREAS, both the parties are willing to put their hand forward in such professional association whereby the First Party shall be seeking the services of the Second Party and the Second Party shall be developing a software as per the needs and specifications of the First Party.


NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Memorandum of Understanding (hereinafter referred to as MOU), the First Party and the Second Party (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. Duties of the Second Party

- a.) The First Party hereby engages the Second Party for the development of a software which will cadre all the day to day billing of the Clinic and would also deal in other accounting activities of the work performed at the First Party's place of business with the specifications attached hereto as Exhibit A (the "Specifications").
- b.) The Second Party shall complete the development of the Software according to the requirements discussed between the parties and the final product shall be delivered to the First Party by 6th NOV (the "Delivery Date").
- c.) The Second Party shall time and again keep on checking the working of the software and if any changes as required by the First Party or any sort of technical problem with regard to the operation of the Software or any other issue is being encountered then in such case the same shall be dealt by the


DR. AVIRA GAUTAM
SHUDDHI AYURVEDA
PANCHKARMA CLINIC
REGD. NO. 9856

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FINEST TECH SOLUTION PRIVATE LIMITED
DIRECTOR

Second Party without any delay.

d.) The Second Party agrees to respond to any reasonable request for assistance made by the First Party regarding the Software.

e.) The Second Party shall provide to the First Party's employees training with respect to the operation of the Software as and when requested by the First Party.

2. Duties of First Party

a.) The First Party shall timely inform the Second Party about any trouble faced in operating the software.

b.) The First Party shall timely make payment to the Second Party.

c.) The First Party shall try to assist the Second Party by allowing the required personnels to seek the training on time.

3. Delivery

The Software shall function in accordance with the Specifications given by the First Party. If the Software as delivered does not conform with the Specifications, the First Party shall notify the Second Party in writing of the ways in which it does not conform with the Specifications. The Second Party agrees that upon receiving such information, it shall make reasonable efforts to correct any non-conformity.

4. Compensation

In consideration for the Service, the First Party shall pay the Second Party a sum of Rs. 50,000. Fees billed shall be due and payable upon the First Party as soon as it received the invoice. Invoices will be provided for work completed by the Second Party.

5. Intellectual property rights in the software

The Parties acknowledge and agree that the First Party will hold all intellectual property rights in the Software including, but not limited to, copyright and trademark rights. The Second Party agrees not to claim any such ownership in the Software's intellectual property at any time prior to or after the completion and delivery of the Software to the First Party.

6. Change in specifications

The First Party may request that reasonable changes be made to the Specifications and tasks associated with the implementation of the Specifications. If the First Party requests such a change, the Second Party will use its best efforts to implement the requested change at no additional expense to the First Party within a reasonable period of time. In the event that the proposed change will, in the sole discretion of the Second Party, require a delay in the delivery of the Software or would result in additional expense to the First Party, then the First Party and the Second Party shall confer and the First Party may either withdraw the proposed change or require the Second Party to deliver the Software with the proposed change and subject to the delay and/or additional expense. The First Party agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Second Party.

7. Confidentiality

The Second Party shall not disclose to any third party the business of the First Party, details regarding the Software, including, without limitation any information regarding the Software's code, the

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Specifications, or the First Party's business (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the First Party.

8. Developer Warranties

The Second Party represents and warrants to the First Party the following:
Development and delivery of the Software under this MOU are not in violation of any other agreement/MOU that the Second Party has with another party. The Software will not violate the intellectual property rights of any other party. The Software shall operate as per the specifications detailed and discussed by the Second Party. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Second Party shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

9. Indemnification

The Second Party agrees to indemnify, defend, and protect the First Party from and against all lawsuits and costs of every kind pertaining to the software including reasonable advocate fees due to the Second Party's infringement of the intellectual rights of any third party.

10. No modification unless in writing

No modification of this MOU shall be valid unless in writing and agreed upon by both Parties.

11. Term, Termination and Related Documents

The said MOU shall be for a period of one year i.e. from August 2nd, 2021 till August 1st, 2022. The parties agree that in case of breach of terms of this MOU it would in return result in immediate termination and initiation of any/all necessary legal action.

12. Notices

All notices required or permitted by this MOU shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service. Notices shall be made as follows:

If to First Party:

Mrs. Avira Gautam

R/o H. No. 437/2, Sector 46-A Chandigarh 160047

If to Second Party:

Name: Mr. Sahil Jain

Address: Flat No. 03, Tower 9, Ground Floor, Motiaz Royal City, Zirakpur, SAS Nagar, Mohali, Punjab 140603.

13. Independent Contractor

It is expressly agreed and understood between the parties that the Second Party is an independent contractor and all the staff and personnel employed by the Second Party are and at all time remain as Second Party's employees. Such persons engaged by the Second Party in connection with the

performance of the obligations under this MOU, shall at no time become or be deemed to have become First Party's employees, agents, representatives or servants. As their clear and rightful employer the Second Party shall have the exclusive liability and responsibility for compliance of requirements under various enactments, laws and other obligations with regard to these employees.

14. Legal/Statutory Approvals and Compliances

That all the liabilities to take necessary statutory approvals for the work to be performed by Second Party and to abide by applicable statutory / regulatory requirements from all the statutory/legal/taxation authorities including but not limited to Sales Tax/GST/Income tax/Tax Deduction at Source (TDS) shall be entirely and exclusively of Second Party and any penalty due to any non-compliance and/or default thereof shall solely be of Second Party without any recourse to First Party.

15. Governing Law and Jurisdiction

In case of any dispute, controversy or claims arising out of or relating to this MOU or the breach, termination or invalidity thereof, shall be settled shall be subject to the exclusive jurisdiction of the courts at Chandigarh.

16. Waiver

The failure of either party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

17. Severability

If any provision of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court or body of competent jurisdiction finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. However, the invalidity or limitation of any such provision shall not affect the validity of the remaining provisions.


18. Entire MOU

This MOU, together with any attached schedules or addendums if any, constitute the entire MOU between both the parties and supersedes all prior MOU's, agreements or understandings with respect to the subject matters contained herein. This MOU shall not be amended, altered or changed except by a written MOU signed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the day and year first written above.

For First Party

For Second Party


DR. AVINASH GAUTAM
SHUDDH AYURVEDA
PANCHKARMA CLINIC
REGD. NO. 9856

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FINEST TECH SOLUTION PRIVATE LIMITED
Sahil Jain
DIRECTOR

Avira Gautam

DR. AVIRA GAUTAM

SHUDDHI AYURVEDA

Authorized Signature CLINIC

Shuddhi Ayurveda Panchkarma Clinic

Witness 1

Signature: *Avira Gautam*

Name :

Address :

FINEST TECH SOLUTION PRIVATE LIMITED
Sahil Jain DIRECTOR

(Sahil Jain)

Director

Finest Tech Solutions Pvt. Ltd.

Witness 1

Signature:

Name :

Address :