



INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No.	: IN-KA03462422801339W
Certificate Issued Date	: 14-May-2024 04:31 PM
Account Reference	: NONACC (BK)/ kakscub08/ CHAMRAJPET 1/ KA-BV
Unique Doc. Reference	: SUBIN-KAKAKSCUB0865379376010764W
Purchased by	: AMWILL HEALTH CARE LIMITED
Description of Document	: Article 5(J) Agreement (in any other cases)
Property Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AMWILL HEALTH CARE LIMITED
Second Party	: AMDERMA HEALTHCARE LLP
Stamp Duty Paid By	: AMWILL HEALTH CARE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

सत्यमेव जयते

THE HOTEL INDUSTRIALISTS
CO-OPERATIVE BANK LTD.

Please write or type below this line

CARRYING & FORWARDING AGENCY AGREEMENT

This CARRYING & FORWARD AGENCY AGREEMENT is made & executed by and between on 15th of May, 2024, and shall be effective from 01st of January, 2024.

M/s. AMWILL HEALTH CARE LIMITED, (Formerly Known as Amwill Health Care Private Limited) a company incorporated under the Companies Act, 2013, having its registered office at No.157, 1st Floor, 2nd Main Road, 3rd Cross, Chamrajpet, Bengaluru, Karnataka 560018

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Statutory Alert:

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

(hereinafter referred to as AMWILL), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART

AND

M/s. AMDERMA HEALTHCARE LLP, a Partnership Firm incorporated under the LLP Act 2009, having its office at Venkat Square No 156 2nd Floor Puttanachetty Road 5th Main, Chamrajpet, Bangalore Karnataka 560018 (hereinafter referred to as ("AMDERMA"). which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART

WHEREAS

- A. AMWILL is carrying on the business of manufacturing, formulating / development and/or marketing a range of pharmaceutical products (hereinafter referred to as "the products")
- B. AMDERMA is engaged in the business, inter alia, of storing, handling, carrying, forwarding and shipping of pharmaceutical products.
- C. AMDERMA has represented and warranted that it has the necessary infrastructure facilities and is capable / competent to act as Carrying and Forwarding Agency for and on behalf of AMWILL and in that connection to receive the products sent by AMWILL, to store the products under its control and to deliver and /or to its Distributors from time to time, maintaining all the details related to customers, recovery of outstanding receivable from customer and has requested AMWILL to appoint them as its Carrying and Forwarding Agent for the State of Karnataka, Andhra Pradesh, Telangana, Tamil Nadu and Kerala or any other territory as mutually decided from time to time (hereinafter referred to as "the Territory").
- D. AMWILL is desirous of entering into an Agreement with AMDERMA in respect of the said services of storing, handling, carrying, forwarding and shipping the Products from the Premises.
- E. AMDERMA has agreed to perform for AMWILL the said services of storing, handling, carrying, forwarding and shipping of the Products from its premises situated at Amderma Healthcare LLP Venkat Square No 156 2nd Floor Puttanachetty Road 5th Main, Chamrajpet, Bangalore Karnataka 560018 (hereinafter referred to as "the Premises"), to AMWILL 's customers in the Territory.

NOW THIS AGREEMENT WITNESSETH THAT

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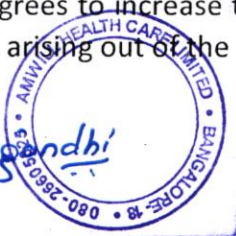
1. APPOINTMENT AND SCOPE OF SERVICE

AMWILL here by appoints AMDERMA, as its Carrying & Forwarding Agency to perform various activities related to Marketing, logistics, customer recovery and administrative work related to the customers which includes the services of storing, handling, carrying, forwarding, billing to customer, recovery of outstanding dues and shipping the Products to be sent by AMWILL to the Premises and AMDERMA agrees to perform the said services.

2. RESPONSIBILITIES OF AMDERMA

- a) AMDERMA shall keep stock of the Products of AMWILL at the Premises based on the estimated requirements of AMWILL sales in the Territory. For this purpose, AMDERMA shall give appropriate information to AMWILL as may be required to enable to maintain the stock of the Products at optimum level
- b) AMDERMA shall store the Products in a manner approved by AMWILL and in accordance with the conditions of every license(s) issued by competent authorities. AMDERMA shall at all times maintain the Products stored within the Premises in sound condition in which they have been received by it and shall in no way alter or unpack the packages or containers containing the Products. If the Products are not received in good condition, AMDERMA shall immediately bring this fact to the attention of AMWILL and shall take such measures as are necessary for insurance and other purposes to protect the interest of AMWILL.
- c) The Products stored by AMWILL, its associate, affiliate, and subsidiary companies with AMDERMA shall solely and exclusively be in the custody of AMDERMA and shall at all times remain in separate (company wise) enclosures. which shall be approved by AMWILL. The Products shall not be mixed with and shall not be kept anywhere else except in the specifically demarcated area reserved for the Products.
- d) AMDERMA shall at all times during the term of this Agreement maintain the demarcated area within the Premises and the Premises in a fit and proper condition essential for the storage of the Products and shall take all necessary measures to safeguard the Premises against destruction by fire, humidity, pests and all other hazards.
- e) AMDERMA agrees to provide sufficient storage space as required to store the Products in a such a way that all the products are easily accessible and also allows free and non - hazardous movement of the people handling the stock. AMDERMA also agrees to increase the storage space in accordance with the rising inventory needs arising out of the increasing business in the said territory.

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- f) AMDERMA shall take a comprehensive insurance cover for all the stock lying at the premises of AMDERMA to cover the risks of burglary, theft, fire, floods, etc. AMDERMA shall at all times comply with the rules/regulations and instructions of such insurance Policy.
- g) AMDERMA shall conspicuously exhibit a board outside the Premises and near the demarcated area, as aforesaid, indicating thereon in letters easily eligible in English and in regional language characters that the Products stored in the demarcated area in the Premises belong to AMWILL.
- h) Notwithstanding the provisions of Clause 4 below, AMDERMA shall at all times be fully responsible for the Products stored with it and shall indemnify and keep indemnified AMWILL against any loss, damage, destruction, misappropriation, pilferage, theft etc. of the Products. It is hereby expressly declared that AMDERMA's liability under this clause shall be absolute and unconditional.
- i) Without prior authority in writing by AMWILL AMDERMA shall not raise any credit notes, offer any incentive, etc. or transit-in goods to the customers.

3. INSURANCE

AMDERMA shall insure the Products stored at the Premises as per clause 2(f) above. The Insurance shall also cover transit damage /loss of incoming and outgoing consignments. AMDERMA expressly agrees and undertakes that all the required conditions of such insurance policies shall be fulfilled by AMDERMA and any costs or losses suffered on account of non - compliance by AMDERMA shall be borne by the AMDERMA.

4. DUTIES OF AMDERMA.

- a) AMDERMA shall comply with all the Rules & Regulations of local, state and central government for carrying out the activities as per this agreement. In particular but not restricted to, AMDERMA shall maintain all record and registers as per the provisions of the Drugs and Cosmetics Act / Rules and Tax Regulations. AMDERMA will provide one copy of the same to AMWILL head office while retaining one copy for their records.
- b) AMDERMA shall maintain at their own cost, adequate clerical and manual staff for the purpose aforesaid and shall also provide furniture, fixtures, fittings, fire protection equipment, telephone / fax machine, computer, deep freezer, and electrical power connections etc., as required for smooth running of AMWILL operations. AMDERMA shall maintain adequate temperature, humidity, other environmental parameters and generally accepted practices such as use of pallets, etc. as required for the storage of

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the products at their warehouse. AMDERMA shall also ensure that the warehouse is ventilated adequately and pest controlled.

- c) AMWILL will supply its Products to AMDERMA based on the sales estimate for the territory and AMDERMA shall in advance or within stipulated time provide all documents / road permits etc., to enable such supply.
- d) Within Agreed time period of the receipt of the orders from any AMWILL customers on any working day AMDERMA shall execute such orders by raising the invoices as instructed by AMWILL to the customers concerned. Delivery of the Products shall be affected by AMDERMA subject to the terms of payment specified in the orders.
- e) AMDERMA shall deliver the products to customers in the standard consumer packs in which the Products are packed by AMWILL and in packages in which they are delivered to AMDERMA (except in cases where repacking of such packages is required due to low sales volumes of the Products).
- f) AMDERMA shall be responsible for follow-up of the stocks in transit until stocks are received by it and or delivered to Customers (including inter location transfers) safely.
- g) AMDERMA shall follow-up on outstanding payments from the customers in line with the procedure prescribed by AMWILL. The responsibility of collection will be with AMDERMA with collective efforts of AMWILL.
- h) AMWILL may decide to implement ERP at the AMDERMA and in such cases AMDERMA agrees to provide at their cost the required infrastructure including supporting computer hardware and adequately qualified /skilled staff to handle ERP system.
- i) AMDERMA shall bear the Freight charges within the city limit or till the transporter place and Customer place.
- j) AMDERMA shall provide adequate staff members along with work stations to handle AMWILL business. These staff members will have sufficient knowledge and skills to handle billing, accounts & all record maintenance" reporting" stock handling, logistics, proper storing, etc. The number of such dedicated staff needs to be increased in proportion to increasing business in such a manner that the operational efficiency is maintained at a satisfactory level and meets the expectations of AMWILL.
- k) AMDERMA shall forward all the reports pertaining to AMWILL Business in the format and schedule as decided by AMWILL and as amended from time to time.
- l) In addition to the terms and conditions herein AMDERMA shall carry out the services hereunder as per standard operating procedures laid down by AMWILL to handle the

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Distribution System, Accounting system and any other manuals and circulars issued by AMWILL to AMDERMA, as amended/updated by AMWILL from time to time.

- m) AMWILL carries the right and may as and when the need arises instruct the AMDERMA to transfer the Products from it to any of AMWILL C&F's or CSAs or Customers or any other organization across the country. AMDERMA will affect such transfer of products by raising a Stock Transfer Note within stipulated time of receiving the instructions from AMWILL.
- n) AMWILL also carries the right to recall its products from AMDERMA back to the AMWILL warehouse and AMDERMA will affect such return of products by raising a Stock Transfer Note Stipulated time of receiving the instructions from AMWILL. No Commission is payable on all such stock transfers.
- o) Apart from its warehouse AMWILL may as and when the need arises supply the products to AMDERMA from any of its C&Fs or CSA's or from AMWILL suppliers or for any other organization as deemed fit by AMWILL. AMDERMA is bound to facilitate such supply by providing all necessary documents, road permits etc. to the respective source of such supplies. The title of all such products received by AMDERMA remains with AMWILL
- p) AMWILL usually sends samples/gifts /promotions inputs directly to its field staff, however for few locations for operational efficiency, AMWILL may prefer to route the same through AMDERMA such as promotional inputs including physician samples, gifts, leaflets, brochures, reading material etc., for exclusive use by the AMWILL 's Field Staff. AMDERMA will provide necessary documents including road Permits to enable supply of such material by AMWILL to AMDERMA. AMDERMA will also at their own cost provide proper storing facilities in a separately demarcated area for storing such promotional inputs. AMDERMA will redistribute these promotional inputs to the respective AMWILL Field Staff as directed by AMWILL in sound condition in which they have been received by it and shall in no way alter or unpack the packages or containers containing the Products. No commission is payable on redistribution of promotional inputs.

5. LICENCES

- a) AMDERMA confirms and declares that it will obtain all requisite licensees, permits, permissions, approvals as required and applicable for any authorities which are necessary under any law pertaining to Shops and Establishments, Drugs Act and Rules, Prevention of Food Adulteration Act and Rules etc. for the purposes aforesaid before the start of operations. The Licenses, if applicable, will be in the name of AMWILL. The responsibilities to comply with the terms and conditions of the licenses



and permits will be that of the AMDERMA and no liability whatsoever will be attached to AMWILL from the consequences of penalties, forfeiture and seizure occasioned by failure of compliance with and /or breach of laws, rules and statutes relating to the said licenses and permits relating to the products.



- b) AMDERMA further agrees and undertakes that all such licenses, permits, permissions, approvals shall be kept in force throughout the term of this agreement and that it still obtain such further and other licenses, permits, permissions, approvals as may be required from time to time. It is expressly agreed and understood by the parties hereto that AMDERMA is authorised for obtaining, complying with and renewing such licenses time to time.
- c) In the event of the AMDERMA committing any breach of this cause, AMDERMA shall indemnify and keep indemnified AMWILL, its Directors & employees from and against all claims, demands, actions, proceedings, fines, penalties, expenses and other costs sustained or incurred arising out of or as a result of such breach by AMDERMA.

6. DUTIES, RESPONSIBILITIES & AUTHORITIES OF AMWILL.

- a) AMWILL shall pass on the orders received by AMWILL and its associate, affiliate and subsidiary companies from its stockist, wholesalers, doctors, hospitals, nursing homes and other (collectively referred to as customers.) for the products within the Territory for execution by AMDERMA and AMWILL shall furnish to it a list of its customers for pharmaceutical and consumer products in the Territory and shall intimate AMDERMA any change in the said list as and when such changes occur.
- b) AMWILL shall supply stocks of Products to AMDERMA based on its estimates of sales in the Territory.
- c) AMWILL through its representatives, shall have the right at all times to enter upon the Premises and physically check the stocks of the products received by AMDERMA as well as the records and registers maintained by AMDERMA.
- d) AMWILL shall authorize AMDERMA through its nominees to sign its invoices and documents as intimated from time to time.

7. CONSIDERATION & PAYMENT TERMS

- a) In consideration of the services rendered by AMDERMA herein, AMDERMA can charge a maximum of 4% on AMDERMA's purchase price of the products when billing to their customers. The margin on each product shall be given by AMWILL and can be modified from time to time based on business parameters such as quantity, stock held, service, delivery, etc.


Date _____


- b) For specific territory or Customers AMWILL and AMDERMA, may mutually decide the % commission to AMDERMA which may differ than as provided under clause 8(a) above.
- c) Any discount or free goods provided by AMWILL to AMDERMA shall be passed on to the customers, after withholding maximum service charge specified under clause 8(a) above.
- d) If any discount or free goods is not fully passed on to the customers, AMDERMA shall return such excess discount or free goods by issuing a Debit Note.
- e) AMDERMA shall pay AMWILL on or before 45 to 60 days from the date of invoice for all invoices or as mutually decided from time to time.

8. INDEMNIFY FOR LOSS AND DAMAGE

- a) In the event of AMDERMA committing any breach of the provisions of the Agreement. AMDERMA shall indemnify and keep indemnified AMWILL, its Directors and employees for any loss or damage.
- b) AMDERMA shall indemnify and keep indemnified AMWILL against any loss. damage. destruction, misappropriation, pilferage or theft of the Products during the storing. handling and delivery of the same to local /upcountry customers and carriers. It is hereby expressly declared that AMDERMA liability under this clause shall be absolute. Further the proprietor / directors of AMDERMA or any of its employees if involved in the misappropriation or destruction of the products shall be open to civil or criminal proceedings as may be adopted by AMWILL.
- c) AMDERMA shall indemnify and keep indemnified AMWILL during the term of the Agreement and for all times thereafter for any acts, matters or things done or omitted or neglected to be done by AMDERMA on its behalf or any contraventions of any provisions of any law (Central Or State), Rules, Acts, Regulations, Notifications issued by the Central or State governments or local authorities in respect of any of the products either in connection with the storing or delivery of the products or from any reason whatsoever and AMDERMA absolves AMWILL from all liabilities arising out of or in connection with the aforesaid contravention or acts, matters or things done or omitted or neglected to be done by AMDERMA or on its behalf.

MAINTENANCE OF ACCOUNTS AND SYSTEMS

- a) AMDERMA shall maintain the Accounting System as per law and regulations. particularly but not restricted to, Inventory register, Purchase register, sale register, Receipt and Payments, Taxation etc.

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- b) AMDERMA will maintain any other accounts, registers, statements, and records as required and advised by AMWILL.
- c) AMDERMA shall forward to AMWILL stock and sales statements within reasonable time as may be intimated by AMWILL from time to time. The statement shall short receipt products, deliveries effected, and balance left in the format provided by AMWILL in the purpose. AMDERMA shall also provide any information /Data concerning its operations as ma) be needed by AMWILL from time to time.

9. SECURITY DEPOSIT

There is no security deposit in the event of this agreement. In future if the need arises both the parties may mutually decide terms regarding the security deposit, for the due performance of the terms and conditions of this agreement.

10. RELATIONSHIP OF PARTIES

- a) This Agreement shall not in any way create the relationship of principal and agent between AMWILL and cFA and under no circumstances shall cFA be considered to be the agent of AMWILL. AMDERMA shall not act or attempt to act, or represent itself directly or by implication, as agent of AMWILL or in any manner assume or create any obligation on behalf of or in the name of AMWILL. The relationship shall be that between Principal and principal.
- b) AMDERMA shall not enter into any contract or by any act or otherwise pledge the credit of AMWILL or make any representations or give any warranty to any party in the name of or on behalf of or purporting to be on behalf of AMWILL only to the limited extent of the services rendered by it hereunder.
- c) It is further expressly clarified that the employees and agents of AMDERMA are not the employees, or agents of AMWILL and that AMWILL shall not be liable in any way for remuneration of employees and agents and for consequences, civil or criminal, which may arise out of any action / omission/ negligence by cFA or by its employees and agents, etc.

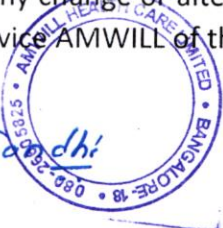
11. NON -TRANSFERABILITY / NON -ASSIGNABILITY

AMDERMA shall not assign or transfer in any way whatsoever any of their rights to or interest or benefits in or under this Agreement without the prior written consent of AMWILL in that behalf.

12. ALTERATIONS IN CONSTITUTION / MANAGEMENT

At all the times during the continuances of this Agreement, AMDERMA shall forthwith upon any change or alteration in the Directors or management of AMDERMA, inform and advise AMWILL of the same.

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13. RIGHTS TO THE PARTIES

It is expressly declared that AMDERMA is the lessee of the premises in which the products belonging to AMWILL are stored. this Agreement shall in no way be constructed as conferring any tenancy rights to AMWILL in the premises.

14. PERIOD

This CARRYING & FORWARDING AGENCY AGREEMENT shall be valid for 4 years from the date of signing of this agreement and may be renewed for such further period and upon such terms and conditions as may be mutually, agreed in writing between the parties.

15. TERMINATION

- a) This Agreement may be terminated by either party on giving to the other a 60-day notice in writing without assigning any reason for such termination.
- b) AMWILL shall forthwith have a right to terminate this agreement immediately upon the happening of one or more of the following events;
 - i. If AMDERMA in the sole opinion of AMWILL (which shall be conclusive and binding upon AMDERMA) becomes incapable of carrying out its obligations under this agreement.
 - ii. If there be any change in the management of AMDERMA. Which makes AMDERMA incapable of carrying out its obligation under this agreement.
 - iii. If AMDERMA commits a breach of any provisions of this agreement and/or fails to remedy the same within 7 days from receipt of a written notice from AMWILL to do so.
 - iv. If any act by AMDERMA is detrimental to AMWILL's interest of which AMWILL shall be the sole decision-making party.
 - v. If AMDERMA is guilty of any conduct which is in the opinion of AMWILL is prejudicial to AMWILL'S interest.
 - vi. If AMDERMA is found guilty of any unethical or illegal practices which may cause loss or injury to AMWILL

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- vii. If AMDERMA assigns or purports to assign the burden or benefit or charge the benefits of the agreement without the consent in writing of AMWILL
 - viii. If AMDERMA is declared insolvent or commit any act of insolvency or compound with or enter into a scheme of compromise with their creditors or
 - ix. If AMDERMA goes into liquidation.
 - x. If AMDERMA enters into a compromise with its creditors or if any distress, execution, or any other process is initiated or any encumbrancer takes possession or a receiver is appointed for any part of the property or assets of AMDERMA.
- c) AMWILL's decision shall be final and conclusive and shall be binding on the AMDERMA and the AMDERMA shall not question the same on any grounds whatsoever.
- d) AMWILL shall not, in any case, be liable to pay the AMDERMA any compensation in the event of termination of this Agreement.

16. RESULTS OF TERMINATION

Upon termination or determination of this Agreement.

- a) AMDERMA shall cease the stocking and delivery of the products.
- b) AMDERMA shall return to AMWILL at such location and in such manner as AMWILL may advise all the products stocked with AMDERMA including but not restricted to any remaining unsold inventory in the original packing and in good order and resalable condition. AMDERMA shall account to AMWILL for the value thereof and make good any deficiency in the stock of such products.
- c) AMDERMA shall return all stock of promotional or other material supplied by AMWILL and all property /other items belonging to AMWILL.
- d) AMDERMA shall forthwith cease to make use of AMWILL stationery and other documents and shall return to AMWILL the unused stationery and documents duly accounted.
- e) It is expressly agreed and understood between the parties that AMDERMA shall not have any right, title, interest or lien on the products and /or other goods lying in the premises for any money which may be due from AMWILL and the parties agree to settle all outstanding matters amicably.
- f) All books of accounts and records relating to AMWILL shall be continued to be maintained in accordance with this law.

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- g) Failure to Comply the above by AMDERMA, then AMWILL shall have the right to claim the losses and compensation suffered during the period of withholding the stocks and properties of AMWILL from AMDERMA.
- h) AMDERMA shall not have any right whatsoever to claim any compensation from AMWILL for the retrenchment of its employees or premises taken on lease or for any other reasons.

17. WAIVER AND CONTINUANCE OF THE CONTRACT

- a) Except as expressly provided in this Agreement, the waiver by either party or, the failure by either party to claim a default in connection with any provision of this agreement shall not be held to be a waiver of any, subsequent default, or as affecting in any way the effectiveness of such provision.
- b) Notwithstanding the expiration or sooner determination of this agreement, the rights, duties and obligations conferred on either party under this agreement shall survive and be enforceable at the insurance of either party.

18. NOTICES

Any notice required to be given by either party to the other under this agreement shall be deemed to be duly given if sent in written in either physical or electronic form such as registered post or email respectively

19. **EXCLUSIVITY:** During the Exclusivity Period, being the effective date of this Agreement until completion of the non-compete period defined in Clause 20 , AMDERMA will not, and will ensure that none of its Related Persons will, work for, associate with, carry on, engage in or be concerned in (including as an employee, adviser, shareholder, officer, consultant, representative, agent or proprietor or partner or director of any such Person), any activity / business which is similar to, or competes with, the business of AMWILL. AMDERMA and its Related Persons shall exclusively service as the Carrying and Forwarding Agent of AMWILL during the exclusivity period provided above and shall not serve any other party / business in the said capacity. For purposes hereof, "Related Persons" means, with respect to any person, each affiliate of such person and each director, officer, employee, agent, trustee, representative, attorney, accountant and each insurance, environmental, legal, financial and other advisor and other consultants and agents of or to such person or any of its affiliates.

20. NON-COMPETE AND NON-SOLICIT

(A) AMDERMA ("Non-Compete Party") hereby confirms, undertakes and covenants that until the expiry of 12 (twelve) months from the termination of this agreement ("Non-Compete Period"), shall not, do any of the following:

- (a) work for, associate with, carry on, engage in or be concerned in (including as an employee, adviser, shareholder, officer, consultant, representative, agent or proprietor or partner or director of any such Person), any activity / business which is

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similar to, or competes with, the business of AMWILL, or any part thereof (“Competing Business”);

(b) engage, set up, promote, finance, or invest in a Competing Business;

(c) execute any agreement or enter into any agreement with any Person relating to a business similar to, or identical with the Competing Business, or any part thereof;

(d) provide any know-how or technical assistance to any Person in relation to the business of AMWILL, or any part thereof; and

(e) develop or aid in the development of any form of data being capable of being classified as intellectual property in relation to the business of AMWILL.

(B) For the purposes of this clause, a Non-Compete Party shall be concerned in a Competing Business if,

(a) it carries it on as a principal or agent;

(b) it is a partner, director, employee, secondee, consultant or agent in, of or to any Person who carries on the Competing Business;

(c) it has any financial interest (as shareholder or otherwise) in any person who carries on the Competing Business; or

(d) it is a partner, director, employee, secondee, consultant or agent in, of or to any Person who has a direct or indirect financial interest (as shareholder or otherwise) in any Person who carries on the Competing Business.

21. DISPUTE RESOLUTION AND JURISDICTION

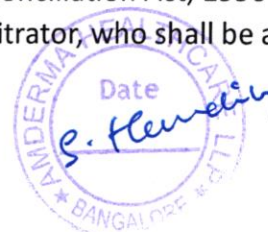
In case of disputes between the parties hereto in respect of any of the terms and conditions of this Agreement, the jurisdiction shall be of the appropriate Courts in INDIA to the exclusion of the jurisdiction of any Court anywhere else.

The Parties Shall:

a) In case of dispute, controversy or claims arising out of or concerning the terms of this agreement, the parties to the agreement will attempt in good - faith to resolve such disputes or claims promptly through negotiations between representatives of the parties who have necessary authority to settle the same.

b) If the matter is not resolved through negotiations. the parties will attempt in good faith to resolve the dispute or claim through Arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, by either party to a single Arbitrator, who shall be appointed by

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AMWILL, and whose decision shall be final and binding on the parties. The Arbitration shall take place in the city of BANGALORE.

- c) Any dispute which could not be resolved by arbitration shall be settled through the appropriate Courts in the City of Bangalore. This agreement is subject to the exclusive jurisdiction of the Courts of India.
- d) The relaxation, indulgence or concession granted, made or shown by AMWILL to or in favour of the AMDERMA under this agreement shall not constitute any waiver of right / affect its right under this agreement or at law.
- e) All Consents and notices required to be given or served by either part hereto on the other shall be deemed to have been given or served if the same shall have been delivered to left at or sent by registered post acknowledgement due by either party to the other at its registered or principal office.

In witness thereof, the parties hereto have put their signatures on this Agreement through their duly authorized representative, the day and year first herein before mentioned

FOR AMDERMA HEALTHCARE LLP

S. Hemraj
HARDIK SETH
Designated Partner



FOR AMWILL HEALTH CARE LIMITED

(Formerly Known as Amwill Health Care Private Limited)

Anand Gandhi
ANAND GANDHI
Director



Place: Bangalore