

**AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES THROUGH
AYUBO.LIFE**

THIS AGREEMENT made on the _____ of the Christian Era and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka by and between

DIGITAL HEALTHCARE SOLUTIONS (PRIVATE) LIMITED, a company duly incorporated under the laws of the Democratic Socialist Republic Sri Lanka bearing company Registration No. PV 106807 and having its registered office at ‘Hemas House’, No. 75, Braybrooke Place, Colombo 02 in the said Republic (hereinafter referred to as the “Company” which term or expression used shall mean and include Digital Healthcare Solutions (Private) Limited its successors and permitted assigns) of the One Part;

AND

The Service Provider as more fully described in **Schedule 1** hereto (hereinafter referred to as “the Service Provider” which term or expression used shall mean and include his heirs executors and permitted assigns) of the Other Part.

[The ‘Company’ and the ‘the Service Provider’ shall, wherever the context so requires, hereinafter collectively referred to as the ‘Parties’ and individually as ‘Party’].

WHEREAS:

- A.** The Company is engaged in the provision of wellness solutions via the World Wide Web through its website www.ayubo.life and via mobile devices through the software application **ayubo.life** which promotes services related to physical, mental, emotional, spiritual, social and occupational health and stress management;
- B.** the Service Provider is a qualified professional having the ability and willing to provide his professional services to the users of the App (defined below) through remote consultations via the App and is desirous of providing his services to the Company and Customers and offering such support and assistance as may be required;
- C.** the Company desires to obtain the services of the Service Provider in the field of health and wellness;
- D.** The Parties hereto desire to stipulate herein the terms and conditions applicable thereto.

NOW THEREFORE, in consideration of the mutual covenants, promises, agreements, representations and warranties made herein and of the mutual benefits to be derived here from, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Unless otherwise expressly provided herein, the terms shall have the following meanings assigned to it;

- “Application/App”** a software application owned by the Company which provides wellness solution services to the public through the platform **ayubo.life** through the World Wide Web and mobile devices
- “Agreement”** means this formal agreement executed between the Company and the Service Provider , Schedules hereto, indents issued hereunder and includes any subsequent amendments thereto entered into between the Company and the Service Provider in writing, and shall supersede any previous agreement, understanding, representations written or oral concerning the subject matter;
- “Consultation Fee”** means the amount payable by the Customer for the Professional Service provided;
- “Customer”** means any person obtaining the Services of the Service Provider through the App;
- “Day”** means a period of Twenty Four (24) hours ending at 12 midnight;
- “Device”** Mobile and other devices required by the Service Provider in order to connect with the Customer through the App;
- “Force Majeure ”** means acts of God, strikes, lockouts, industrial disturbances, war, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fire, floods, earthquakes, storms, lightning, interruption or failure of power sources and any other causes similar to the kind herein enumerated which are beyond the control of any Party and which by the exercise of due care and diligence any Party is unable to overcome;
- “BDT”** means Bangladeshi Taka ;

“Party” means either the Company or the Service Provider individually and the Service Provider “Parties” mean both the Company and the collectively;

“Professional Services” The professional services to be provided by the Service Provider to the Customers via the App as set out in **Schedule 2** hereto

“Remote Consultation” means the.....

“System” means the system interface of the Company that will be made available to the Service Provider and Customers to access the App;

“Term” means the period set out in **Schedule 1** of this Agreement and shall include the initial Term and any extended term(s) of this Agreement; and

“Working Day” means Monday to Friday exclusive of any public or mercantile holidays in Sri Lanka.

“Working Hour” means the time between 9am – 6pm on the working day.

1.2. The titles of these conditions are for convenience of reference only and shall not be deemed to be part of the Agreement or in any way alter the interpretation or construction thereof.

1.3. Words importing the singular shall also include the plural and vice-versa where the context so requires.

1.4. Words importing a gender shall include any gender.

1.5. The Schedules to this Agreement shall constitute an integral part hereof.

2. SCOPE OF THE AGREEMENT

2.1. This Agreement shall set out the terms and conditions under which the Service Provider shall make available their professional services through the App in consideration of the payment set out in **Schedule 1** hereto.

3. REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants that each Party:

3.1. has the right, power and authority to enter into, execute and fully perform this Agreement
3.2. shall fulfil its obligations hereunder to the best of its ability with reasonable care and skill;

- 3.3. shall perform its respective obligations hereunder in accordance with generally accepted professional standards and in the most expeditious, economical and competent manner consistent with the best interests of the business;
- 3.4. undertakes during the Term not to use to the detriment or prejudice of the business or divulge to any person any confidential information concerning the business or affairs of the business which shall not have become public knowledge (otherwise than through its default);
- 3.5. undertakes throughout the Term:
 - 3.5.1. to have the necessary regulatory and other approvals/ authority (if any) to enter into this Agreement;
 - 3.5.2. to comply with all applicable laws and regulations;
 - 3.5.3. not to infringe or violate in any manner whatsoever the intellectual property rights of a third party; and
 - 3.5.4. not to libel, defame, cause injury to, invade the privacy of or otherwise infringe or violate the rights of any person or third party.

4. TERM OF THE AGREEMENT

- 4.1. Unless earlier terminated as per this Agreement, this Agreement shall commence from the Effective Date set out in the **Schedule 1** hereto. This Agreement shall thereafter be automatically renewed for successive periods of One (1) year unless terminated as herein provided.

5. RIGHTS AND OBLIGATIONS OF THE COMPANY

The Company shall;

- 5.1. maintain the necessary equipment and back-up services to enable an efficient and dependable transmission of Professional Services by the Service Provider;
- 5.2. grant the Service Provider access to the App in order to provide the Professional Services to the Customers;
- 5.3. reserve the right to perform any modifications to the App that may be required to accommodate any changes made to the services and/or technical configuration of the App and shall where necessary give reasonable notice of such changes to the Service Provider. The Company shall not be liable for any loss or inconvenience caused to the Service Provider resulting therefrom;

5.4. maintain records of the confirmed booking appointments;

5.5 reserve the right to immediately terminate this Agreement or suspend the provision of the Professional Services at any time if the provision of the Professional Services by the Service Provider contravenes any prevalent rules and regulations of Bangladesh

6. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall:

- 6.1. make available the Professional Services to Customers in accordance with laws and regulation of Bangladesh the professional ethics governing the Service Provider's profession and the terms of this Agreement ;
- 6.2. maintain in good working condition all necessary Devices to enable an efficient and dependable provision of the Professional Services and shall be responsible for resolving any breakdown or interruption relating to his Devices immediately;
- 6.3. immediately notify the Company in the event any fault or defect is detected with regard to any of the Devices or internal services of the Service Provider which has impact on the operations of the App;
- 6.4. implement all security measures required to avoid any unauthorised access to the confidential information of the Customers and the Company;
- 6.5. at all times provide in good faith the highest professional standard the Professional Services to the Customers;
- 6.6. ensure that all records expected to be kept by the Service Provider in relation to the Professional Services provided through the App is correct, complete and accurate and does not contain any erroneous information or facts pertaining to the enquiries made by the Customer;
- 6.7. ensure that any Employees of the Service Provider involved in the provision of the Professional Services , comply with the **confidentiality obligations** of the Service Provider contained in Clause 14; and
- 6.8. ensure that the Service Provider or his Employees do not under any circumstances make any representations or give any assurances to the Customers on behalf of the Company.

7. EXCLUSIVITY

- 7.1. The Service Provider shall not discuss or plan any similar endeavours with any party other than the Company and/or enter in to any contract with any such party to provide services similar to the Professional Services contemplated herein through any similar

medium including but not limited to any online portal, platform or a mobile application .

7.2. The Service Provider shall not under any circumstances use the technical, commercial, operational knowledge, information or data (including but without limitation know-how, processes, plans, models, samples) acquired from the Company with regard to the matters pertaining to this Agreement to design, develop, market and/or promote a product, service and/or system whether similar to the App or otherwise for/on behalf of/to any third Party.

8. INDEMNITY AND LIMITATION OF LIABILITY

8.1. The Service Provider and the Company shall indemnify each other against any and all losses, costs, expenses and liabilities caused to the other Party, whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by either Party of any one or all of the terms, conditions and warranties hereof.

8.2. In the event of such a claim, demand, action or allegation either Party shall, at its expense, defend or settle any such claim, action or allegation brought against the other Party (indemnified Party) and shall pay any and all damages, attorney's fees and costs incurred and/or awarded against the indemnified Party, provided that the indemnified Party gives written notice to the indemnifying Party of the alleged infringement. The indemnifying Party shall be entitled to defend any such claim, action or allegation and make settlement thereof at its own discretion, and the indemnified Party may not settle or compromise such claim, action or allegation, except with prior written consent of the indemnifying Party, and the indemnified Party shall give assistance and information as the indemnifying Party may reasonably require for settling or opposing such claims.

8.3. In no event shall the Company, its staff, its officers or directors be liable for any indirect, incidental, special, consequential, or punitive damages; or damages for any loss of profits, revenue, business, savings, data, or use, incurred by the Service Provider and/or any third party, whether in an action in contract or tort, even if the Service Provider has been advised of the possibility of such damages or if such damages are foreseeable.

8.4. For avoidance of doubt the Service Provider acknowledges that the Company shall not be liable or responsible in any way whatsoever manner:

9.4.1. for any information provided by the Customers;

9.4.2. that the Service Provider shall be solely responsible for the Professional Services and any advice given to the Customers

9.4.3 to the Customer and/or any third party with regard to any aspect of the healthcare services provided by the Service Provider or any hospitals, doctors and/or any other healthcare professionals recommended by the Service Provider ;

9.4.4. for any interruption that may occur to the provision of the Professional Services;

9.4.5. for any booking cancellation by potential Customers; and

9.4.6. for any variation or change of any appointment for which a confirmation has been issued by the System.

8.5 This Clause shall survive the expiry or termination of this Agreement.

9. INTELLECTUAL PROPERTY

9.1. Nothing in this Agreement shall give the Service Provider any rights, title and interest in respect of the Company or the App or any trade names, trademarks, service marks, logos or any other intellectual property right of or used by the Company (“Marks”) or of the goodwill associated therewith, and the Service Provider hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in respect thereof and that all such right, title, interest and goodwill are, and shall remain, vested in the Company at all times.

11. PAYMENTS AND TAXES

10.1. All payments shall be as set out in **Schedule 1** hereto. The Company shall not charge any amount from the Customer other than as provided herein or as mutually agreed between the Parties in writing.

10.2. The aggregate of the Service Provider Fee attributable to Professional Services provided during a given month shall be remitted by the Company to the Service Provider by the 10th working day of the following month .

10.3 Any revisions to the price to be paid by the Customer for the Professional Services shall be communicated to the Service Provider by the Company.

10.4. All taxes, duties and levies applicable under this Agreement and/or on the payments made hereunder shall be borne and/or discharged by the Party charged with tax, in accordance with the relevant statute and/or amendment thereto.

10.5. In the event of any amendment to an existing statute, by-law or regulation/ruling or introduction of any new tax during the Term of this Agreement, the Parties hereto shall follow the provisions of such amendment or new statute in accordance with its effective date of application.

10.6. Where one Party is required under law to withhold and remit any tax or part thereof of the other Party, such withholding and remittance shall be done with prior notice to the other and subject to the receipt of any direction issued by the relevant authority at such time of withholding.

10.7. Each Party shall also be responsible to obtain all relevant registrations, waivers and directions (including directions in respect of withholding tax) with regard to such taxes, duties and levies with the assistance of the other Party, where necessary. Neither Party

shall suffer any additional tax, duty or levy on account of the failure or omission of the other Party to obtain such registration, waiver or direction.

11. TERMINATION

- 11.1. Either Party, by giving Fourteen (14) Days' notice in writing to the other, without prejudice to any other rights herein, may terminate this Agreement if the other Party commits a breach of any of the terms and conditions of this Agreement and such breach is not remedied within Fourteen (14) Days of notification thereof to the Party in breach;
- 11.2. Without prejudice to any other rights herein stipulated, either Party may terminate this Agreement at any time by giving Thirty (30) Days written notice without assigning any reason whatsoever therefor.
- 11.3. In the event of termination of this Agreement in terms of Clause 11 hereof, such termination shall not affect any provision relating to commercial terms set out in the Indemnity and Limitation of Liability (Clause 8), Intellectual Property (Clause 9), Payments and Taxes (Clause 10), Termination (Clause 11), Applicable Law and Dispute Resolution (Clause 12), Confidentiality (Clause 14), and any other provision of this Agreement which is expressed or intended to survive or operate in the event of termination of this Agreement.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

- 12.1. This Agreement shall be governed by the laws of Peoples Republic of Bangladesh.
- 12.2. In the event of any dispute or difference arising out of or relating to this Agreement or the breach thereof, the Parties hereto shall use their best endeavours to amicably settle such disputes or differences. To this effect they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to all Parties.
- 12.3. Failing amicable resolution of such dispute or difference by the Parties hereto within Thirty (30) Days from first reference of such dispute or difference, such dispute or difference shall then be finally resolved through any Court of competent jurisdiction in Bangladesh.

13. FORCE MAJEURE

- 13.1. If either Party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other Party under this Agreement it is agreed that the affected Party shall give notice to the other Party with immediate effect giving full particulars of such Force Majeure.

- 13.2. The duties of such Party as are affected by such Force Majeure shall, with the approval of the other Party, be suspended during the period of disability so caused, but for no longer period, and such cause shall be removed with all reasonable dispatch.
- 13.3. If the performance in whole or in part of any obligation under this Agreement is delayed by reason of any such Force Majeure event for a period exceeding Forty Five (45) Days, the Parties shall review in good faith the desirability and conditions of terminating this Agreement.

14. CONFIDENTIALITY

- 14.1. Each Party to this Agreement shall use its best efforts to keep in strict confidence, and shall bind all of its employees and agents to keep in strict confidence, all commercial, business, customer, personnel and technical information in written, graphic, oral or other tangible or intangible forms including, but not limited to specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples in whatever form acquired by it (whether directly or indirectly) from or concerning Customer or the other Party under this Agreement or in connection with the performance of the Agreement (hereinafter referred to as "Confidential Information"). No Party shall utilise such Confidential Information for any purposes other than those contemplated in this Agreement. Further, no Party shall at any time disclose any Confidential Information to any third party for any purposes other than those contemplated in this Agreement without the prior written consent of the other Party.
- 14.2. The following information shall be excluded from the foregoing scope of Confidential Information
 - 14.2.1. information which at the time of disclosure is generally available to the public;
 - 14.2.2. information which after disclosure becomes generally available to the public through no fault of the receiving party;
 - 14.2.3. information which the receiving party can show was in its possession prior to disclosure and which was not acquired directly or indirectly from the other Party;
 - 14.2.4. information which the receiving party can show was received by it after the time of disclosure from any party outside the Agreement without any obligation of confidentiality and which was not acquired directly or indirectly from the other Party; or
 - 14.2.5. information which the Party concerned shall be compelled to divulge if required by Law or any government /regulatory body.
- 14.3. It is agreed that a violation of any of the provisions of this Clause 14 will cause irreparable harm and injury to the non-violating Party and that that Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to

an injunction enjoining and restraining the violating Party from doing or continuing to do any such act and any other violations or anticipatory violations of this Clause 14.

14.6. Neither this Agreement nor provision of Confidential Information pursuant to it shall be construed as an agreement, commitment, promise or representation by either Party to do business with the other or to do anything except as set out specifically in this Agreement.

14.7. The provisions set out in this Clause 14 shall remain in force notwithstanding the expiration or sooner determination of this Agreement.

15. GENERAL

15.1. All notices, documents or communications between the Parties under this Agreement shall be considered as validly served if forwarded in the form of registered letter/courier/facsimile/ electronic mail and any other agreed mode of written communication, to the addresses set out hereto.

15.2. In the event any one or more of the provisions of this Agreement shall be held by a Court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such Court to be read.

15.3. Failure by either Party to enforce the provisions of this Agreement or to require performance of any of its provisions shall not be construed as a present or a future waiver of any of its provisions.

15.4. The Parties agree that in the event there is a lacuna or omission in this Agreement, the Parties shall endeavor to amend the Agreement or provide for such lacuna in the spirit and the intent of this Agreement.

15.5. The Parties hereto represent and warrant to each other that their authorized signatories have the authority to sign on their behalf and the rights and obligations of each of the Parties set out hereto shall be legally valid and binding and enforceable on them.

15.6. Whenever it becomes necessary, the provisions of this Agreement shall be amended or supplemented by the mutual agreement of the Parties in writing and executed by the duly authorized representatives of the Parties

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVE ON THE DAY AND YEAR FIRST WRITTEN ABOVE

Duly Authorised Signatory of
**Digital Healthcare Solutions (Private)
Limited**

The Service Provider

.....
Name:
Designation:
Date:

.....
Name:
Date:

Witness

Witness

Name:

Name:

NIC No.:

NIDNo.:

Signature:

Signature:.....

SCHEDULE 1

AGREEMENT SPECIFICATIONS

A. Details of Service Provider

(i) Name :

(ii) Address :

(iii) NID/ Passport Number : (iv) Category of

Service : (v) Professional Body :

.....

Registration Number :

(vi) Contact Number :

(vii) Email :

B. Effective Date and Term

Effective Date of Agreement		Term of the Agreement (“Term”)	
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C. Commercial Details

(i) Payment by Patients

Physician’s Fee per Consultation (BDT)	The Company’s Fee per Consultation (BDT)	Consultation Fee per Consultation (BDT)

All above prices are inclusive of taxes and statutory levies. The Company reserves the right to revise the prices set out above which shall be notified in writing a minimum of one month in advance to the Physician and such notifications shall form part and parcel of this Agreement.

(ii) Service Hours of the Physician

Day	Time	Number of Hours

SCHEDULE 2

PROFESSIONAL SPECIFICATIONS

Service Provider Category: Physician/ Medical Doctor

Professional Warranties

The Service Provider warrants that;

- 1) He/She is Medical Doctor registered with Bangladesh Medical and Dental Council (BMDC)
- 2) He/she shall maintain a valid registration with the BMDC during the tenure of this Agreement
- 3) He/she shall exercise proper diligence and judgement in prescribing treatment to Customers.

Professional Services

- 1) Provide medical consultations and advice to Customers in accordance with the laws and regulations governing medical practitioners registered under the Bangladesh Medical and Dental Council