



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

The Corporate Identity Number of the company is

*

DS MINISTRY OF
CORPORATE AFFAIRS 01

Digital Signature Certificate

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:



* as issued by the Income Tax Department

SERVICE AGREEMENT

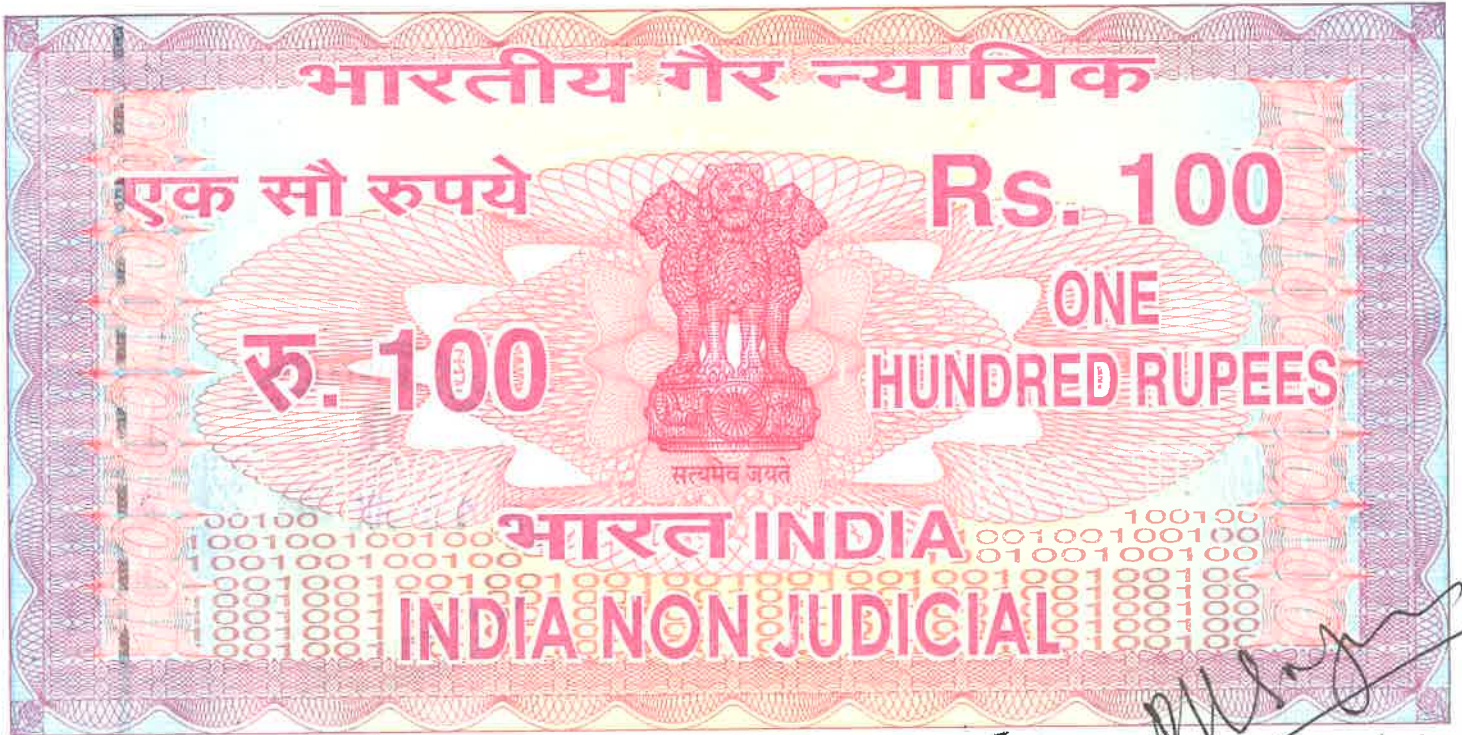
BETWEEN

M/s V.S. Diagnostics
(A unit of Likhithas Diagnostics and Speciality
Lab, KPHB, Hyderabad.)

AND

ZenRise Clinical Research Organization |CRO
in Hyderabad | Contract Research Organization

Establishment of Laboratory at their premises



తెలంగాణ తెలంగాణ TELANGANA

6228 2862 1021

S.No: Date 1/12/2021
Sold to P. Rajashekar
S/o. D/o. W/o. Kistaiah
For Whom Likhitha Diagnostics

P. KARUNA SAGAR
LICENCED STAMP VENDOR
L.No. 16-07-014/2013 RL No. 16-07-017/2019
Fict No. 203, Om Sree RK Enclave, Vittalwada,
Narayanguda, Hyderabad-29, Cell: 9397307630

SERVICE AGREEMENT

THIS AGREEMENT executed at Hyderabad, India on the 26TH day of 2021 by and between

M/s V S Diagnostics, A Unit of Likhitha Diagnostics & Specialty Lab (represented by its Authorized Signatory, Dr. A.V.Naidu, having its registered office at MIG 252, Rd Number 4, K P H B Phase 1, Kukatpally, Hyderabad - 500072, Telangana State, India. (herein after referred to as "FIRST PARTY", which expression shall, wherever the context so requires or admits, mean and include, its successors and assigns).

AND

M/s ZenRise Clinical Research private limited having its Operations and registered office Unit at Plot no 201. NH65, MythriNagar, Madinaguda, Telangana 500049 Represented by its Authorized Signatory Sri Dr A T Bapuji CEO (Hereinafter collectively referred as "SECOND PARTY", which expression shall, wherever the context so requires or admits, mean and include, their successors and assigns).



WITNESSES AS FOLLOWS:

WHEREAS **FIRST PARTY** is a leading diagnostics chain with Laboratory and Radiology services present in multiple states Andhra Pradesh, Telangana with Central Referral Laboratory at Hyderabad and regional processing labs at various locations in India.

WHEREAS **SECOND PARTY** is a global Clinical Research Organization Headquartered in Hyderabad, India built on Trust, Transparency, Ethics and Integrity with primary focus on Customer Centrist Values.

WHEREAS **FIRST PARTY** agreed to associate with **SECOND PARTY** to establish the Laboratory to run their Clinical Research samples collected.

The Parties have decided to record the terms and conditions governing their relationship as regards management and other affairs of THE COMPANY as specified herein.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS:

In this Agreement the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below:

- 1.1 **'This Agreement'** or **'the Agreement'** means this Agreement and shall include any recitals, schedules, annexure or exhibits which may be annexed to this Agreement and any amendments made to this Agreement by the Parties in writing.
- 1.2 The words, phrases and concepts mentioned in this Agreement shall unless they be repugnant to the context or meaning thereof, or unless expressly defined otherwise, have the same meaning ascribed to them under the Act.
- 1.3 Unless repugnant to the context or meaning thereof, the following shall have the meaning ascribed to them below:
 - (a) **"Party"** means a Party to this Agreement and "Parties" means every Party collectively and would include every other party, which may sign the Shareholders Agreement."
 - (b) **"Rs."**, **"Rupees"** means Indian Rupees.
 - (c) Words importing the **"Singular"** number include, where the context admits or requires the plural number, and vice versa.

2. REPRESENTATION AND WARRANTIES:

Both the parties namely **FIRST PARTY** & **SECOND PARTY** are empowered to enter into this agreement and this Agreement constitutes a valid and legally binding agreement of the parties, enforceable in accordance with its terms, subject, as to enforcement, reorganization and other laws of general applicability relating to or affecting parties' rights and principles.



3. RESPONSIBILITIES OF FIRST PARTY:

- 3.1. The First party agreed to keep the equipment including UPS at the premises of the second party as per Schedule - B
 - 3.1.1. The first party shall provide AMC for the equipment
 - 3.1.2. The First Party shall carry out periodical inspection of maintenance of Equipment
 - 3.1.3. The First Party shall run calibration and control kits for the equipment in periodical intervals to maintain the standards.
- 3.2. The First party shall provide the technical staff and knowhow.
- 3.3. The First party shall process and obtain the NABL accreditation status for the second party's location for Likhitha's Diagnostics and Specialty Lab,
- 3.4. The first party shall process the samples of the second party collected by the party and release reports in prescribed time.
- 3.5. The first party shall carry out the test in accordance with the prescribed norms/ protocols governing the quality and standard and shall furnish all the test report/specimen/slide etc in its name and shall be liable and responsible for all the acts and omissions right from pick up the sample from to carrying out the test and its reporting and the second party shall not have any liability in this regard.
- 3.6. First party should be open to any inspection by regulatory agencies.

4. RESPONSIBILITIES OF SECOND PARTY:

- 4.1. The Second party shall arrange the place with Power Supply, Air Conditioner, Adequate lighting, Wash Basin facility to the First Party
- 4.2. The Second party shall supply samples to first party for processing
- 4.3. The Second Party shall arrange House Keeping Staff for regular maintenance and hygiene of the premises.
- 4.4. The Second party shall co-operate first party regarding NABL documentation.
- 4.5. The First Party shall bear all the expenses in connection with NABL Accreditation.

5. Pricing and Payment

- 5.1. The second party shall agree to pay the cost of investigations mentioned as per the schedule - A
- 5.2. The first party shall submit the invoice on monthly basis and the second party shall agree to pay the bill within 45 days from the date of receipt of the invoice.
- 5.3. The Second party shall raise the queries in respect to the invoice within 24 hours from the receipt of such invoice or else found accepted.

6. CONFIDENTIALITY

- 6.1. The Company agrees to keep secret and confidential and not to disclose or communicate or permit to be communicated or disclosed, (unless otherwise agreed to **one party** in writing to the **other party**), any confidential information relating to either Party. Provided however, that the obligation of secrecy and confidentiality shall not apply or extend to information which -



- a. At the time of disclosure by either Party, is in public domain, as evidenced by printed publication or otherwise.
- b. After disclosure by either party, becomes part of public domain by publication or otherwise, through no fault of the Parties.
- c. The Company is bound by law to disclose.

7. TERM AND TERMINATION

- 7.1. This contract is valid for 3 years (three years) from the date of signing this agreement.
- 7.2. This agreement shall be terminated by either party with mutual understanding by giving 3 months' notice in writing prior to issue such notice.

8. ARBITRATION

In case of disputes the same shall be resolved by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory enactment thereto for the time being force. Each party would have a right to nominate an arbitrator and the nominated arbitrator shall appoint the third arbitrator. The language of arbitration would be in English. The venue of arbitration shall be Hyderabad. This agreement entered into pursuant thereto shall be governed by the laws of India and subject to the jurisdiction of the Courts at Hyderabad, Telangana state, India.

9. NOTICES

- 9.1. Any notice provided for in this Agreement shall be in writing and shall be first transmitted by telex, cable or Facsimile transmission, and then confirmed by postage, prepaid registered airmail or by nationally recognized courier service, in the manner as elected by the Party giving such notice:

(a) In the case of notices to FIRST PARTY

Facsimile :
 For the attention of :
 Address :

(b) In the case of notices to SECOND PARTY

Facsimile :
 For the attention of :
 Address :

- 9.2. All notices shall be deemed to have been validly given on (1) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/telex transmission, or (ii) the expiry of three (3) days after the date of transmission of cable, or (iii) the expiry of three (3) days after posting if transmitted by registered airmail or (iv) the business date of receipt, if transmitted by Courier.
- 9.3. Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other, not less than seven (7) days prior written notice.



10. MISCELLANEOUS PROVISIONS

- 10.1. **Amendments:** No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing by both Parties by way of Supplementary Agreement.
- 10.2. **Assignment:** This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto.
- 10.3. **Conflicts:** In the event of any conflict between the provisions of this Agreements and those of the Memorandum of Association or Articles of Association of the company, the terms of the Agreement shall prevail such that the parties shall take all steps as are within their powers to ensure that the terms and conditions of the agreement are adhered to, to the extent possible. The Memorandum of Association or Articles of Association shall be drafter in such a manner so as to incorporate the terms of this Agreement into them. In the event of termination of this Agreement for any reason whatsoever, the Pa rties shall procure and cast their vote in such a manner so as to amend the Memorandum of Association and Articles of Association so as to delete all provisions of this Agreement mentioned therein, except those provisions surviving termination. Further, the Parties are conscious of the fact that there are certain matters, as declared herein by the parties, which cannot be specified in the Articles of Association of the Company and expressly agree that they should be bound to comply with such matters as far as practicable and permitted by law. The Parties also ensure that the Company does not act in a manner, which is prejudicial, repugnant or inconsistent with the agreement of the Parties with regard to such matters
- 10.4. **Headings:** The paragraph headings contained in this Agreement are for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement.
- 10.5. **Relationship:** None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto and no party shall have any authority to bind or be deemed to be the agent of the other in any way.
- 10.6. **Governing law:** This Agreement shall be governed and construed in accordance with the Indian Laws
- 10.7. **Force Majeure:** Neither Party shall be responsible for delay or default in the performance of its obligations due to contingencies beyond its control, such as fire, flood, civil commotion, earthquake, war, strikes or government action. If either Party is prevented by such from performing its obligations under this Agreement, such party shall promptly notify the other Party of that effect.

Notwithstanding this Clause, the Parties shall ensure that they shall comply with the terms of this Agreement to the extent possible.


In the event of such contingency continuing to exist for a continuous period of 6 (six) months, the parties shall decide the course of action, which may include temporary suspension of this Agreement or termination.



10.8. **Costs:** Each party shall bear its own expenses incurred in preparing and executing this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HEREINBEFORE WRITTEN.

SIGNED FOR AND ON BEHALF FIRST PARTY BY:

Signature  Name G. SRIDHAR REDDY.

Title Date

In the presence of:

Signature Name

Title Date

SIGNED FOR AND ON BEHALF SECOND PARTY BY:

Signature  Name Dr. A. BAPUJI

CEO 12 Aug 2021

Title Date

In the presence of:

Signature Name



SCHEDULE A Clause No. 5.1

S. NO	Investigations	Price in Rs
1	PRE SCREENING	500
2	POST STUDY	225
	SPECIAL TESTS	
1	BUN	40
2	PT	75
3	APTT	100
4	BT	40
5	CT	40
6	CREATININE CLEARENCE	100
7	CA	50
8	CPK	125
9	T3	60
10	T4	60
11	TSH	40
13	PREGNANCY TEST	BHCG 175

Note: Other than above mentioned parameters cost shall be mutually agreed between both the parties prior to analysis.

For and on behalf of
M/s. Likhitha's Diagnostocs and Speciality Lab
(A Unit of V.S. Diagnostics)

Signature & Date

4. 10.18.2021



For and on behalf of
ZenRise Clinical Research Pvt Ltd

Signature & Date

12 Aug 2021

