

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered at Chennai this \_\_\_\_ day of \_\_\_\_\_

### BETWEEN

M/s. Mocero Health Solutions (PAN NO.AALCM0559N |GST NO: 33AALCM0559N1Z3) a company registered under The Companies Act having its office at No:1, 5th floor, 'C' Block, Phase 2 IIT-Madras Research Park, Kanagam Rd, Taramani, Chennai, Tamil Nadu 600113, Represented by its Co Founder & CEO Mr. N Palaniappan, hereinafter referred to as the Party of the First Part / SERVICE PROVIDER

### AND

\_\_\_\_\_ ( PAN NO. \_\_\_\_\_ ) S/o. \_\_\_\_\_ aged a Doctor by profession bearing Registration number \_\_\_\_\_ issued by the Medical Council of India and having its Clinic/Hospital

\_\_\_\_\_ as Party of the Second part/ DOCTOR

Whereas the Party of the First Part has developed a Mobile/ Desktop Application for diagnoses and treatment under the trade name and style “ursugar/curola”.

Whereas the Party of Second part is desirous in leasing/using the application developed by the party of First part in his/her Hospital/ Clinic under the following terms and conditions:

The party of the first and second part agrees to have their terms and conditions in writing:

### NOW THIS DEED OF MOU WITNESSETH:

1. The Service Provider assures that on leasing of the Application, the Doctor shall be given full access to the Application and the Doctor is free to upload details of his/her patients for future reference.

2. The lease commercials is updated in the appendix A
3. The Service provider shall grant 15 days grace period for payment of monthly subscription. In case the Doctor has opted for half yearly payment or Yearly payment, the Service Provider shall grant a period of 1 months and 2 months respectively as grace period for payment of subscription charges.
4. The Service provider shall assure that the doctor shall be granted full access during the grace period as well.
5. On failure to pay the subscription charges even after the expiry of grace period, the doctor shall be able to only view on the uploaded data and would not be able to upload any new data nor access the application in any manner.
6. All Data entered by the doctor will be made available to at doctor at all times including the grace period.
7. The Service Provider assures that Data uploaded by the Doctor shall not be commercially exploited in any manner and that the Data shall be used only for better development of Algorithm/processes that aid the doctors/patients convenience and benefits.
8. The Doctor is prohibited from:
  - a. Violating or attempting to violate the integrity or security of the Website or any URSUGAR Content;
  - b. Transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by URSUGAR/CUROLA;
  - c. Intentionally submitting on the Website any incomplete, false or inaccurate information;
  - d. Making any unsolicited communications to other Covenanters;
  - e. Using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
  - f. Attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
  - g. Copying or duplicating in any manner any of the URSUGAR/CUROLA Content or other information available from the Website; and



- h. Framing or hot linking or deep linking any URSUGAR/  
CUROLA Content.
9. In case of dispute between the parties with regard to this MOU, the same shall be resolved through Arbitration governed by the Arbitration and Conciliation Act, 1996. The Sole Arbitrator shall be appointed by the Party of Second Part and the expenses shall be borne by both parties equally. The venue of Arbitration shall be in Chennai and language of arbitration shall be English.

In WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT AS A TOKEN OF THEIR ACCEPTANCE OF THE ABOVE MENTIONED TERMS, IN THE PRESENCE OF;

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART.

Witness:

## Appendix A

- 1) Trail Period : \_\_\_\_\_
- 2) Subscription Fee : \_\_\_\_\_  
Patient App Download : \_\_\_\_\_
- 3) Pharmacy Service Fee : \_\_\_\_\_
- 4) Pharmacy Delivery Fee : \_\_\_\_\_
  - a. Delivery Rule : \_\_\_\_\_
  
- 5) Lab Service Fee : \_\_\_\_\_
- 6) Home Collection Charges : \_\_\_\_\_
  - a. Home Collection Rules
  
- 7) Package Sales Service Fee: \_\_\_\_\_

## Appendix B

Clinic Account	
Account Name	
Bank Name	
Branch Name	
Bank IFSC	
Account Number	

Pharmacy Account	
Account Name	
Bank Name	
Branch Name	
Bank IFSC	
Account Number	

Lab Account	
Account Name	
Bank Name	
Branch Name	
Bank IFSC	
Account Number	