

## **AGREEMENT**

This agreement is being executed on this the \_\_\_\_\_ day of October, 2017

BETWEEN

M/s Pharma Science The Indian Ayurveda, being a proprietorship concern acting through Shri Nitin Singh Kachhwaha S/o Shri Suryabhan Singh Kachhwaha aged about 31 years having office at 5/11, Second Floor, Amer Complex, Zone II, M.P. Nagar Bhopal (hereinafter referred to as the Manufacturer/Company)

AND

\_\_\_\_\_ aged \_\_\_\_\_ and resident of \_\_\_\_\_ {hereinafter referred to as the Doctor/franchisee}

WHEREAS the manufacturer is a firm engaged in the manufacture of various ayurvedic medicines

AND WHEREAS, amongst other, the manufacturer is also manufacturing a medicine namely "Anti-piles complete resolution" for the treatment of piles {hereinafter referred to as the medicine}

AND WHEREAS, the aforesaid medicine is not being sold by the manufacturer through the retail counter but is being supplied exclusively through the registered medical practitioners authorized for this purpose

AND WHEREAS, the Doctor being desirous of being authorized for the use of this medicine has been appointed by the financier

AND WHEREAS, the manufacturer has agreed to authorize the Doctor subject to the terms and conditions enumerated hereinafter

THIS AGREEMENT THEREFORE WITNESSETH AS UNDER:-

## **1. DEFINITION CLAUSE:**

- 1.1 'Manufacturer' here means the first party who is engaged in manufacturing of various Ayurvedic medicines and is the person or a company or a firm whose authorization is necessary before selling or providing treatment from any of his Ayurvedic medicines.
- 1.2 'Franchise' means the right granted by the manufacturer to provide treatment of Anti pile complete resolution as mentioned in this agreement to the piles patient
- 1.3 'Franchisee' means a person or an agency or a company authorized by the manufacturer to purchase and treat the piles patient with the course package of Anti pile complete resolution course package.
- 1.4 'Doctor' here means the person who had approached and been authorized by the manufacturer for the purpose of treatment of piles patient either by himself or a trained personnel through Anti Piles complete resolution.
- 1.5 'Product kit' here means the single unit of Anti piles complete resolution medicine course
- 1.6 'Medicine' here means 'Anti piles complete resolution', whose course is divided into 2 parts namely Anti piles complete resolution - A and Anti piles complete resolution – B. The medicine is for external use only and to be administered by authorized and trained personnel only.
- 1.7 'Trained personnel' here means a person who have been trained and qualified the training provided either by the manufacturer or the doctor in a prescribed way by the manufacturer to administer the treatment of piles by using medicine
- 1.8 'State Co-ordinator ' here means the franchisee or doctor who is having more than 20 franchisee under him.
- 1.9 'Regional Co-ordinator' here means the franchisee or doctor who is having less than 20 franchisee under him.
- 1.10 'Advertisement' here means any publication by any means or any advertising by any media or by any mode or means.

## **2. APPOINTMENT NORMS\_**

- 2.1 The Doctor, duly appointed as per the terms of the present agreement, or any trained personnel appointed by the doctor would be authorized to use and treat piles patient with the medicine. This authorization is being given for next 5 years on condition of yearly renewal. The manufacturer, subject to payment of renewal cost by the Doctor, would at its discretion renew the authorization on annual basis.
- 2.2 The cost of authorization being the agreement cost is Rs. 1,00,000/-. The Doctor is paying this amount to the manufacturer for being authorized to use the medicine for the specified area and the specified period. The renewal cost will be 10% of the agreement cost to meet out the service & maintenance costs.
- 2.3 The manufacturer would supply 20 product kits (medicine) the price of the same being equivalent to the agreement cost to the franchise. This agreement cost is non-refundable. If, the doctor/franchisee requires more medicines, then the price for the same would be payable by him to the manufacturer. The cost of the kit for every doctor/ franchisee would be Rs. 5,000/- each. However manufacturer would have the right to increase/reduce the price of the same from time to time and the doctor /franchisee will not have any right to challenge the same.
- 2.4 The doctor may appoint further franchisee under it, subject to written approval from the manufacturer and on the terms and conditions enumerated in the present agreement. On the basis of the number of franchisees, appointed by the Doctor/Franchisee, he/she may be categorized as the State/Regional Co-Ordinator. In order to become the State Co-Ordinator, the franchisee/doctor must have more than 20 franchisees under him. Any franchisee having less than 20 franchisees would be Regional Co-Ordinator. However a separate agreement would be executed with every franchisee. The advantages of being a State/Regional Co-Ordinators would be as following:-
- a) The State coordinator will get 15% share, on every kit order made through franchise coming within the State coordinator.
  - b) The Regional coordinator will get 10% share, on every kit order made through franchise coming within the Regional coordinator.

All State and Regional Coordinators will maintain self-coordination with all the franchisees coming within them and will also solve the minor problems coming through them at their own level.

- 2.5 That, generally the price of the medicine will be increased 10% annually but if the value of raw material of the production is increased in that case the price of the Medicine may be increased based on the increase in price of raw material. The decision of the manufacturer in this regard shall be final.
- 2.6 That, all orders will be taken only on the basis of demand and supply rules, under which it would be compulsory for the doctor/franchisee to maintain patience if there is shortage of the product due to unavailability of raw material.
- 2.7 That, after receipt of the orders, the dispatch of the medicines would be the responsibility of the manufacturer and the manufacturer or the company will not be responsible for any type of delay in delivery caused due transport or courier service provider.
- 2.8 That in order to avoid the inconvenience caused by delays in the franchisee courier or transport, the doctor / franchisee would keep a little stock of all the necessary products in advance and shall make orders before expiry of the stock.

### **3. TERRITORY:**

- 3.1 This authorization to the doctor to purchase and to use the medicine for treatment of piles patient is being given only for \_\_\_\_\_
- 3.2 That, if the doctor is making unauthorized use or sale of medicine for any purpose to any area other than the authorized area that will be illegal and contrary to this agreement and in that case financier or doctor shall be responsible to pay compensation to the manufacturer the full amount of profit earned by such transactions.

### **4. NO AGENCY**

- 4.1 Nothing herein shall be deemed to constitute manufacturer, on the one hand, or doctor/franchisee, on the other hand, as the agent or representative of the other, or as joint venturers or partners for any purpose. Neither manufacturer, on the one hand, nor doctor/franchisee, on the other hand, shall be responsible for the acts or omissions of the other.
- 4.2 Doctor/franchisee will have no authority to speak for, or to represent or obligate any person or company or anyone in any way without prior written authority from manufacturer.

## 5. **MONEY BACK POLICY NORMS:-**

- 5.1 The manufacturer is offering a money back guarantee to its end customers, in case they do not get any relief after getting treated with the medicine. However the said guarantee is subject to the following conditions:-
- (a) The company is offering money back on the treatment of piles only, not on fistula or fissure or any other similar ailment.
  - (b) The money back can only be claimed if the treatment is done through Anti Piles Complete resolution.
  - (c) The money back claim is valid only for external and visible piles and does not cover internal piles.
  - (d) The money back claim is valid only if the patient has been treated by an authorized doctor or by a trained personnel to administer the medicine.
  - (e) In case of treatment of patient by a person who is either not a authorized doctor or a trained personnel the manufacturer will not be liable to provide money back and also will not be liable under any law in whatsoever manner and the liability in such cases will be solely of the treatment provider in personal or any other capacity.
  - (f) The money back claim will be valid only if the authorized doctor or trained personnel have started the treatment after confirmation of presence of external piles & the same must be visual on the surface of anal.
  - (g) Money back claim will not be valid if the patient is not cured due to any kind of negligence done by the doctor or by the trained personnel during the treatment.
  - (h) Money back claim will not be valid if the patient is not cured due to any kind of negligence on the part of patient himself.

- (i) Money back claim will not be valid if the patient is not cured due to his absence or non cooperation to complete the full course of medicine.
- (j) Money back claim will not be valid if the patient during the course of treatment by the medicine has chosen to go for some other alternative treatment of any field of medical sciences.
- (k) Manufacturer will not be liable to give money back if the doctor / franchisee has failed to provide complete course of treatment to the patient.
- (l) Manufacturer will not be liable to give money back if during the treatment with medicine the Doctor or the trained personnel has found to be deviated from the treatment procedure or had brought alteration, addition or deletion in the treatment procedure leading to patients claim. In all such case the liability of doctor/ franchisee will be personal only
- (m) Manufacturer will provide money back to the doctor/franchisee only if they have rightly explained the patient about the cause and effects and do's and don'ts while the treatment with the medicine is going and also about the precautions to be taken by the patient after the treatment is completed.
- (n) In order to have a money back claim it is essential that the doctor /franchisee must keep a record of all the necessary documents and treatment details in a manner agreed with the manufacturer and must submit those documents in case of any money back claim.
- (o) In case of any money back claim the manufacturer will check the authenticity of the claim and the claim will be valid only if the claim is found to be genuine by the manufacturer.
- (p) In case of any money back claim the doctor/franchisee is required to investigate the claim beforehand due diligently. The manufacturer can cancel the registration of Doctor /franchisee on finding of a false money back claim.
- (q) The decision of the manufacturer regarding the genuinity of money back claim shall be final.
- (r) Company will provide money back to the Doctor /franchisee on those cost which has taken by company, against the products; not on the MRP of the products or the price the doctor/franchisee might have taken from the patient.
- (s) Taxes and courier charges shall not be refundable under money back claim.

## 6 TERMS & CONDITIONS FOR TREATMENT\_

6.1 Before starting the treatment it is mandatory for the doctor or the trained personnel to:

- a. follow all the instructions of usage and applying the medicine shown in the demonstration video provided by the manufacturer.
- b. conduct all necessary tests like Sugar level, Blood pressure etc.
- c. In case of sugar patients the doctor or the trained personnel will not start the treatment unless the sugar level of patient is within the control limits.
- d. conduct a thorough physical examination of the patient for any external wounds or injuries.
- e. conduct a thorough examination looking for external and visible piles
- f. make sure that the patient is not suffering from fissure, fistula or any other anal disease.
- g. carefully explain the procedure of treatment with the medicine to the patient and make him well understand the do's and don'ts during the treatment and should obtain his consent for the treatment, in case of minor or unsound persons the consent of the guardian must be obtained.
- h. keep in mind that the treatment with the medicine shall not be administered to any person less than 15 years of age. Whereas in such case, the patient should be treated only with 'Anti Piles long relief'.

On being satisfied and only after following the above given requisites the doctor or the trained personnel should start the treatment of the patient.

6.2 The treatment with the medicine is a complete course and shall be administered as a complete package and should never be administered incomplete.

The course of the medicine is divided in two parts. The first part of the course is of 7 days and is called "Anti Piles Complete Resolution-A, whereas the second part of the course is of 7 days which is called "Anti Piles Complete Resolution-B".

Where Anti Piles Complete Resolution – A is to administered for the first 7 days and Anti Piles Complete resolution – B is to be administered after 7 days.

6.3 Anti Piles Complete Resolution is the medicine for external use and consists of some toxic component therefore it's the Doctor's or trained personnel's responsibility to provide proper instructions & warnings to the patients regarding the same

- 6.4 Anti Piles Complete Resolution consists of some toxic components therefore it is duty of the doctor or the trained personnel to inform and advise the patient to keep the medicine at a safe place and out of children's reach.
- 6.5 While applying medicine of the first part i.e. (Anti Piles Complete Resolution-A, the Doctor must ensure that the same will be applied only on the hemorrhoids and not on the skin surrounding it.
- 6.6 In case the piles of any patient are bleeding then, the Doctor should start the use of medicine treatment only after controlling the bleeding.
- 6.7 Generally a patient must be admitted under supervision of doctor in a clinic or hospital while the treatment with the medicine is going.
- 6.8 In case a patient chooses not to or is advised by the doctor not to be admitted in a clinic or hospital then the doctor must provide instruction to the patients to remain on a complete bed rest in a cool place at the home during the complete treatment.
- 6.9 After applying the medication during the first phase of treatment, the Doctor should advise the patient to take rest on base of the back so that the medicine does not spread in other parts of the body outside the hemorrhoid/piles.
- 6.10 That during the treatment, the patient should be advised to not to eat spicy and sour food and to avoid eating sourness food, brinjal and tomato etc as suggested by the doctor.
- 6.11 That except for the surface of the piles, the skin of other parts can peel through the appearance of first phase medicines (Anti-Piles Complete Resolution - A), so it the doctor or the trained personnel must ensure that the medicine is only applied on the hemorrhoid/piles.
- 6.12 In case the patient is in condition of severe pain the doctor upon the patient's examination may prescribe some painkillers.
- 6.13 If any patient feels itching in hemorrhoid/piles during treatment, then the Doctor can give Avil- 50 mg or any other anti-allergy medication as per his observation.
- 6.14 During the treatment, until the Piles fall from the root, the doctor is directed not to give any medicines to the patient for drying up of any wounds as it could lead to obstruction in the fall of the piles.
- 6.15 Doctors or the trained personnel are strictly advised and directed to follow the treatment procedure prescribed by the manufacturer for the medicine.

- 6.16 During the treatment with medicine Doctor or the trained personnel should not deviate from the treatment procedure and should not carry any alteration, addition or deletion in the treatment procedure as it may be dangerous or harmful for the patient.
- 6.17 Doctor or trained personnel is advised to use Anti piles complete resolution – A very judiciously and only as per the number of external piles in a patient in very reasonable quantity.
- 6.18 Doctor or trained personnel are advised and directed that 1- kit of "Anti-Piles Complete Resolution" is sufficient enough for a single patients treatment
- 6.19 In case, after the treatment of patient if some fraction of medicine is left, then it shall be air sealed and shall be stored safely. But, if the medicine is open or in air contact for more number of days, it is advised and directed by the manufacturer not to use it further on any other patient and such medicine shall be destroyed or disposed of carefully, so that it should not come in contact with any person specially children.
- 6.20 If there is a problem to any patient during treatment due to negligence of Dr., then the doctor shall be personally liable for the same and the manufacturer will not be responsible for the same.
- 6.21 The doctor/franchisee shall not do any illegal activity against the company's rules or in the name of the company, which is harmful for the company's name and image.

## **7. SPECIAL TERMS FOR DOCTORS/FRANCHISEE:-**

- 7.1 All orders of the product in the company will be done through the doctor and the product delivery address will also be of doctor.

## **8. ADVERTISEMENT NORMS & GUIDELINES**

- 8.1 No advertising other than brochures, pamphlets, handouts, information booklet, banners, CD's, pen drives or videos or any other material either in an offline or online mode shall be done by the financier/doctor/franchisee without prior permission of the manufacturer.

- 8.2 All advertisement done by the doctor/franchisee shall adhere to the respective governing laws and shall not be contrary to any legal provisions in existence.
- 8.3 Any advertisement done by the doctor/franchisee, if violates any legal provision shall make doctor/franchisee personally liable and manufacturer will not be vicariously or personally liable for any such publication or advertisement.

9. **TAXES & SHIPMENT:-**

Taxes (GST) and shipping charges (Transportation or courier) will be separate from the cost of medicine kit and the same shall be payable by authorized Dr. or Financer.

10. **TERMINATION CLAUSE**

The manufacturer/company will have a right to terminate the present agreement at any point of time without assigning any reason, whatsoever.

11. **ARBITRATION**

Any disputes, question, controversy or claim arising out of or in relation to this agreement shall be settled by Arbitration by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof. The sole arbitrator shall be appointed/nominated by the manufacturer/company and in the event of death, refusal, neglect, inability or incapability of the person so appointed the manufacturer/company may appoint a new Arbitrator and the Doctor/franchisee shall not take any objection in regard to the appointment of the Arbitrator. The Arbitrators award shall be final and binding. The venue of Arbitration shall be at Bhopal.

12. **NOTICE**

Any notice or other communications required or permitted to be given under this Agreement shall be sufficient if it is given orally and followed up within three business days in writing and if it is sent by registered mail, return receipt requested, to the Doctor or to the company at their addresses below or their last known

address.

If to the Doctor/Franchisee:

\_\_\_\_\_  
\_\_\_\_\_

If to Manufacturer/Company.....

\_\_\_\_\_  
\_\_\_\_\_

BHOPAL

### 13. **WAIVER / FORBEARANCE**

No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person against whom it is sought to be enforced. The failure of any party at any time to insist on strict' performance of any conditions, promise, agreement or understanding contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement or understanding at any future time

### 14. **FRANCHISEE/ DOCTOR INDEMNITY**

- 14.1 Doctor / Franchisee agrees to indemnify the manufacturer for any loss or damage occurred to the manufacturer or to the company's goodwill due to their careless or reckless or negligent act.
- 14.2 Doctor / Franchisee agrees to indemnify, defend, and hold harmless manufacturer or its company or agents, and representatives, from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions based on allegations which, if true, would constitute a breach of any of the foregoing conditions or any other obligation of Franchisee/ financier/ doctors indemnity under this Agreement,

and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.

15. **FORCE MAJEURE**

No Party to this Agreement shall be responsible to the other Party for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of such Party.

16. **SEVERABILITY**

Each provision of this Agreement and other agreement, if any, shall be considered severable such that if any provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, the same shall not affect any other provision of this Agreement or any other Agreement. If any provision of this Agreement shall be declared to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions hereof or other agreements, which shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.

17. **SURVIVAL OF PROVISIONS**

The terms and provisions of this Agreement that by their nature and content are intended to survive termination/end shall so survive the completion and termination of this Agreement

18. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts situated at Bhopal only.

**19. HEADINGS**

The headings used in this Agreement are only for the sake of the convenience and they shall not be construed to define or express the intention of the parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this instrument on the day and year first above written in Bhopal, India.

**WITNESSES**

1. Signature :- \_\_\_\_\_ {MANUFACTURER}

Name :- \_\_\_\_\_

Father's Name :- \_\_\_\_\_

Age :- \_\_\_\_\_

Residence Add:- \_\_\_\_\_  
\_\_\_\_\_

2. Signature :- \_\_\_\_\_

{DOCTOR}

Name :- \_\_\_\_\_

Father's Name :- \_\_\_\_\_

Age :- \_\_\_\_\_

Residence Add:- \_\_\_\_\_

\_\_\_\_\_