

**For Unemployed pharmacists, Individual entrepreneurs, Doctors, Registered medical practitioners**



**AGREEMENT**

**BETWEEN**

**BEST ORGANIZATION SERVICES SOCIETY OF INDIA (BOSS OF INDIA)**

**(SET UP UNDER THE DIVISION OF PHARMACEUTICALS)**

**PUBLIC CHARITABLE TRUST**

**NON PROFIT ORGANIZATION**

**AND**

-----  
**(Applicant Approved for opening of JANAMITHRA MEDICINES AND HEALTH CARE)**

ON..... 2019

**AGREEMENT**

between Mr. Johnson Maliakkal Chairman of Best Organization Service Society of India (BOSS OF INDIA), Reg No.27/IV/2015 and Drug License No.20-133428,21-133429,21B-133431 valid up to 30/03/2023 set up under the division of Pharmaceuticals as a public Charitable Trust having office at Nayathode Post, Airport Road

Nedumbasserry, Cochin Kerala -  
683572

AND

The applicant, M/S. \_\_\_\_\_ Society/Institution/-----registered under \_\_\_\_\_ (Name of the act) having its registered office at (ADDRESS) through its (Proprietor / Partner / Director / President) Mr. \_\_\_\_\_, (hereinafter referred to as "THE APPLICANT" which expression shall mean and include the (Proprietor / Partner / Director / President) for the time being and from time to time constituting the said, the survivors of them, their legal heirs and legal representatives of the last surviving partners in business and permitted assigns) of the OTHERPART.

**WHEREAS: -**

(a) BOI (Boss of India) is presently engaged in procurement, marketing, sale & distribution of medicines and drugs including those manufactured by other manufacturers (hereinafter collectively referred to as "The Products") and is desirous of opening a "**JANAMITHRA MEDICINES AND HEALTH CARE**" (hereinafter referred to as Janamithra Medicines and Health care)  
(Outlet) Medi Boss of India at Mala in the district of Thrissur within the state of Kerala for sale of generic medicines to public.

(b) "**THEAPPLICANT**" has represented and warranted that he has the necessary infrastructure /manpower/ licenses / equipment / furniture & fixtures, Computers and associated peripherals and has also got sound financial status as required to open and operate the JANAMITHRA MEDICINES AND HEALTHCARE and in that connection is also ready to perform all activities including purchase of medicines after making payment Cash on delivery in favor of assigned C&F Agent/Super Stockist appointed by BOI, receive and store the stock under ambient temperature as required for storage of medicines, make retail sale, after generating sale invoice at prices fixed by BOI from time to time, collect money thereof from customers for the sale value, make necessary transactions entry in computerized software system and make available sufficient funds for purchase and replenishment with fresh stock of **MEDICINES** to run the JANAMITHRA MEDICINES AND HEALTH CARE on sustainable **basis, and has requested BOI to allocate him JANAMITHRA MEDICINES**

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AND HEALTH CARE at the aforementioned address as specified in clause (a) of this agreement.

(c) BOI after considering the aforesaid require of "**APPLICANT**" and has agreed to allow for establishing and operate **JANAMITHRA MEDICINES AND HEALTHCARE** at \_\_\_\_\_ in the district of \_\_\_\_\_ within the state of \_\_\_\_\_ for sale of **Generic Medicines**. This agreement remains in force for a period of 60 months Commencing from \_\_\_\_\_ and applicable till \_\_\_\_\_, unless terminated earlier as per clause 6 of this agreement. This agreement can be renewed for a further period of 60 months after mutual consent of both the parties in writing.

**(d) BOI retains the right to make direct sales and to appoint one or more**

**JANAMITHRA MEDICINES AND HEALTHCARE** in the same area / location / town and city.

(e) Consistent with these introductory Sections and in consideration of the mutual consent contained in this AGREEMENT, BOI and THE APPLICANT agree to be bound by the terms of this AGREEMENT.

**1. Shop Site Selection & Design**

THE APPLICANT will adhere to BOI's procedures and requirements for site selection and design of the SHOP, as stated hereunder:

1.1 The site location for opening the JANAMITHRA store should be either in the hospital premises or near to hospital. If the location does not happen to be a hospital or near to hospital, than the same should be located at a place where high footfall happens and is easily accessible to people along with good site visibility, we will be providing JANAMITHRA stores in Corporation area within 1 km, in Municipality area within 2 km and Panchayat area within 3 km.

1.2 The site for JANAMITHRA MEDICINES AND HEALTHCARE Should either be owned or taken on lease in the name of Applicant. In case of lease, the same should remain effective and under the possession of Applicant for at least 05 complete years from the effective date of opening.

1.3 The minimum area required for opening JANAMITHRA MEDICINES AND HEALTH CARE should be 120 Sq. Ft.

1.4 The inside area of JANAMITHRA MEDICINES AND HEALTH CARE Premises being utilized for storage and sale transaction of medicines should be in "U" or in "C" shape, for better visibility to customer & visitor.

1.5 Although the requirement of Air-Conditioned premises is not mandatory, however provision for the same is highly desirable as the medicines should be kept or stored under a

temperature of less than 25°C to maintain its best efficacy. Applicants with air-conditioned facility in the premises will be preferred over others.

1.6 In the case of a successive term being further permitted to the APPLICANT, then the existing structure may be required to be modified in order to comply with the standards applicable and prevailing at that time.

1.7 THE APPLICANT shall not commence the operations of the JANAMITHRA **MEDICINES AND HEALTH CARE** until and unless BOI approves the same for being reasonably conforming the planned specifications.

1.8 This agreement does not grant "THE APPLICANT" any right to relocate the **JANAMITHRA MEDICINES AND HEALTHCARE** without any permission in writing from BOI

2. THE APPLICANT shall, at all times during the applicable term continuously and faithfully Operate the JANAMITHRA in full compliance with the defined terms & conditions as listed hereunder:

**2.1 DESIGNATED SHOPMANAGER.**

THE APPLICANT shall at all times have a person on rolls with minimum qualification of Diploma in Pharmacy (i.e. D. Pharm.) or Degree in Pharmacy (i.e. B. Pharm.), designated As JANAMITHRA MEDICINES AND HEALTHCARE Manager having primary responsibility for the day to day operation of the **JANAMITHRA MEDICINES AND HEALTH CARE** in accordance with this agreement, who shall be reasonably acceptable to BOI (including, but not limited to, the requirement that such individual possess sufficient experience in the management of a retail pharmacy business, as determined by BOI in its sole discretion.

**2.2 Best Efforts**

The JANAMITHRA MEDICINES AND HEALTH CARE MANAGER shall furnish personal full time attention and best efforts to the day to day management and operation of JANAMITHRA MEDICINES AND HEALTH CARE in accordance with the requirements of this AGREEMENT and he must maintain a physical presence at the JANAMITHRA MEDICINES AND HEALTH CARE

**2.3 JANAMITHRA MEDICINES AND HEALTH CARE Employees**

In addition to the designated JANAMITHRA MEDICINES AND HEALTH CARE MANAGER, the JANAMITHRA MEDICINES AND HEALTH CARE shall be staffed with qualified/ competent employees well versed with working in computerized operation and will assist the JANAMITHRA MEDICINES AND HEALTH CARE Manager in its day to day operations, and who

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are employed solely by THE APPLICANT and not by BOI. THE APPLICANT is solely responsible for hiring and discharging employees of the SHOP, and setting their wages and terms of employment. THE APPLICANT shall comply with all applicable laws and regulations as applicable from time to time under respective laws. All employment related documents, including, without limitation, employment applications, schedules, job descriptions, and pay checks, must clearly identify THE APPLICANT, and not BOI, as the employer

## **2.4 Operations and Product Standards**

Unless BOI specifically permits otherwise, in writing:

- i. THE APPLICANT shall offer for sale from the SHOP the entire list of medicines and other consumables/surgical items as listed and made available periodically by BOI.
- ii. THE APPLICANT is permitted to sell from the JANAMITHRA MEDICINES AND HEALTH CARE only the Medicines which are supplied by BOI.
- iii. THE APPLICANT will be allowed to sell allied medical products commonly sold in chemist shops but are not supplied by BOI at the present time.
- iv. THE APPLICANT will at all times maintain an inventory of all listed medicines of BOI to satisfy customer demand for any or all medicines required to be sold at the JANAMITHRA MEDICINES AND HEALTH CARE. THE APPLICANT will adhere to the requirements for medicines & drug storage, its handling as per the applicable Drug & Cosmetic Act 1940, as amended and applicable from time to time. The medicines merchandising, presentation and display will also be managed by THE APPLICANT to make it more informative for the buyer and will have to emphasize the impact in terms of cost advantage between generic and branded medicines. If THE APPLICANT fails to conduct its business in accordance with the requirements of this Section 2.4, then, without limiting the rights of BOI under this AGREEMENT BOI may, temporarily suspend THE APPLICANT'S right to operate under this AGREEMENT, or temporarily or permanently suspend THE APPLICANT'S right to sell certain products under this AGREEMENT, or permanently terminate this AGREEMENT. The final decision rests with BOI and shall be binding on the applicant.
- v. Give it guidance of best treatment for patients

## **2.5 Sources of Supply**

In order to safeguard the integrity of BOI, and to maintain the uniformity and quality of items associated with the JANAMITHRA campaign, THE APPLICANT shall only purchase the medicines form designated/authorized distributors of BOI.

### **2.5.1 GENERIC MEDICINES**

THE APPLICANT acknowledges that the generic medicines used in, and offered and sold from the JANAMITHRA MEDICINES AND HEALTH CARE, as authorized by BOI from

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time to time, are manufactured using proprietary recipes and processes, and are an inseparable and essential element of the **JANAMITHRA MEDICINES AND HEALTH CARE campaign**. In order to protect the interests of BOI, and their respective suppliers, and to ensure the quality, uniformity, and distinctiveness of the medicines, THE APPLICANT agrees to purchase its entire requirements of generic medicines, from BOI, or the supplier designated by BOI, at prices, determined by BOI only.

**2.5.3** BOI's Distributor will take back Breakage to the maximum extent or up to 2% of The total purchase value of JANAMITHRA MEDICINES AND HEALTH CARE.

**2.5.4** BOI will not accept any return/exchange of products which are supplied against Confirmed orders. However, when product is supplied first time to JANAMITHRA and same is not sold BOI will take back the return within two months of date of first invoice of that product

#### **2.5.5 Supplies and Equipment**

THE APPLICANT shall not use paper goods, packaging, fixtures, equipment, signs, uniforms, and other supplies at the SHOP which do not bear the text and the logo of "JANAMITHRA MEDICINES AND HEALTH CARE" required by BOI, in the manner and format required and approved in advance by BOI.

#### **2.6 Mandatory Participation in Marketing Programs.**

THE APPLICANT acknowledges that THE APPLICANT'S participation in promotions and marketing programs established by BOI is important to enhance the value, recognition, and reputation of the JANAMITHRA campaign and agrees that THE APPLICANT shall participate in those promotions and marketing programs established from time to time by BOI that are appropriate to the JANAMITHRA MEDICINES AND HEALTH CARE as determined by BOI

#### **2.7 Compliance with Laws**

THE APPLICANT shall fully, strictly and faithfully comply with all laws (including, but not limited to, statutes, ordinances, regulations, and governmental orders) affecting the operation of the JANAMITHRA MEDICINES AND HEALTH CARE In particular, THE APPLICANT shall have a Drug Sale License in the name of JANAMITHRA MEDICINES AND HEALTH CARE From the competent authority and operate and maintain the **JANAMITHRA MEDICINES AND HEALTH CARE** and its premises in strict compliance

with all applicable drug & cosmetic act, health, sanitation, fire and safety codes and requirements. If any law affecting THE APPLICANT'S operation of the JANAMITHRA MEDICINES AND HEALTH CARE does not happen to comply with any specific regulation, then THE APPLICANT shall satisfy the same with applicable regulation by making necessary modifications, changes etc. thereof. If THE APPLICANT perceives any law affecting THE APPLICANT'S operation of the **JANAMITHRA MEDICINES AND HEALTH CARE** to conflict with any of the regulations, then THE APPLICANT shall notify BOI in writing, identifying the specific law, so that BOI may determine how to resolve the perceived conflict.

## **2.8 Remediating damaged and contamination**

If any medicine dispensed at the JANAMITHRA MEDICINES AND HEALTH CARE is soiled, contaminated or in cut, torn or in spillage condition and does not comply with applicable law or regulations, or fails to be maintained in accordance with the requirements then, THE APPLICANT shall immediately eliminate the source of contamination, remedy all unsanitary conditions at the JANAMITHRA MEDICINES AND HEALTH CARE This remedy is in addition to, and not in lieu of, other rights or remedies that BOI has for THE APPLICANT'S breach of this AGREEMENT.

## **2.9 Shop Inspections**

In order to safeguard and determine compliance with the **JANAMITHRA MEDICINES AND HEALTH CARE** standards BOI representatives shall have the absolute right to enter, remain in, and inspect the SHOP whenever BOI deems it appropriate. BOI representatives may, without prior notice to THE APPLICANT interview THE APPLICANT'S employees and customers, take photographs, video, and similar recordings, examine, evaluate and take representative sample of the medicines stored or sold. BOI shall have the right to use all interviews, photographs, video, and other recordings for any reason BOI deems appropriate, including in advertising, marketing and other promotional materials. THE APPLICANT shall not be entitled to, and hereby expressly waives, any right that it might otherwise have to be compensated for the use of interviews, photographs, video, and other recordings by BOI, its advertising agencies. Applicant to give BOI For the fee of inspection of the shop 2,000(Two thousand rupees) every month

## **2.10 Correcting Deficiencies**

THE APPLICANT shall at its own expense promptly or our interior can be contractors use for uniformly contract and within any period reasonably specified by BOI, correct any violation of the defined norms. If, during an inspection, BOI identifies a violation of the norms that:





Is a reoccurrence of a previously identified violation of the defined standards, occurring at the JANAMITHRA MEDICINES AND HEALTH CARE within the preceding 12 months

Is a continuation of a previously identified violation of the defined standards, which THE APPLICANT failed to correct within a maximum period of 03 months from the date on which notice has been served by BOI; In such a case, BOI may ask THE APPLICANT to reimburse BOI for the costs of a subsequent inspection of the shop, conducted to determine whether the reoccurring or continuing violation of the defined standards has been cured, at the rate of Rs. 500.00 (Rupees Five Hundred Only) per hour of the BOI representative's time (including travel time) plus travel and related expenses. This remedy is in addition to, and not in lieu of, other rights or remedies that BOI has for THE APPLICANT'S breach of this AGREEMENT.

### **2.11 Repair and Renovation**

THE APPLICANT shall repair, rehabilitate, refurbish, modernize, renovate and upgrade the JANAMITHRA MEDICINES AND HEALTH CARE periodically to maintain it in a clean, attractive and orderly condition, to provide efficient, high-quality service to the public, and to conform to specifications applicable generally to medicine shop. THE APPLICANT must obtain the prior written approval of BOI if any efforts to be taken under this Section

### **2.12 Sales and Product Mix Reporting Requirements**

THE APPLICANT shall upon request periodically provide BOI with any and all requested information related to THE APPLICANT'S sales, costs, earnings and related items. THE APPLICANT acknowledges that BOI may request this information be provided monthly, and occasionally more often, and in some instances THE APPLICANT may be required to track certain information not regularly tracked by THE APPLICANT.

### **2.13 Projecting Requirements of Medicines**

At the request of BOI and or designated Distributor, C&F, THE APPLICANT shall periodically project sales and product requirements. THE APPLICANT shall endeavor to project quantities of medicines needed, including quantity of each of the MEDICINES, and the Anticipated timing of such needs. THE APPLICANT acknowledges that this information is important to BOI so that it or its designated supplier may project quantities to be manufactured.

### **2.14 Hours of Operation**

THE APPLICANT shall keep the JANAMITHRA MEDICINES AND HEALTH CARE Open and in normal operation starting from 09:00 Hrs. to 21:00 Hrs. with the option of a Lunch Break from 13:00 Hrs. to 14:00 hrs. However, it is suggested to have the lunch on rotation basis so that one staff remains always present for the sales operation. THE APPLICANT shall

Conspicuously post on or within the JANAMITHRA MEDICINES AND HEALTH CARE premises, at a location visible to public about the shop operational and non-operational hours. This should also include contact number displayed prominently so that patient can contact and purchase medicines when shop is closed. In case of metro and big cities, the shop would remain open from 6 am to till 12 midnight. JANAMITHRA located in big hospitals and medical colleges shall remain open round the clock.

## **2.15 POS (Point of Sale)SYSTEM**

To ensure the efficient management and operation of the **JANAMITHRA MEDICINES AND HEALTH CARE**, and the reporting of data and information to BOI, THE APPLICANT herein shall purchase from BOI either purchase yourself, all accounting software, Two computers including display monitor, all in one printer, billing printer, thousand registration card/book, printing papers for one month, name board soft copy around Rs 1,00,000 (One Lack rupees), also first month inspection charge of Rs 2,000(two thousand), agreement with stamp paper (Rs 1,000 including Courier charge), Franchisee fee for existing shop Rs 20,000 (10,000 + 10,000) charge of an total amount of Rs. One lakh three thousand (1,03,000) + 18% Tax as consideration for franchising BOI's business brand. further future maintenance, replacements and purchase of accessories shall performed by the applicant herein so already mentioned. The applicant own expense, install, and during the tenure of association shall properly maintaining good working order, a computerized point of sale system (the POS SYSTEM) consisting of one or more cash registers, a internet connection / modem, cables, a dedicated telephone line and other accessories and peripheral equipment, all of which must be approved by BOI prior to start of operation or otherwise in writing. Installation cost for the software is free and annual maintain cost is 3,600(Three thousand six hundred only)+ Tax. The applicant will have to ensure that all sales transactions are fed & updated in the system and a sale receipt of cash memo must get generated and handed over to the buyer along with medicines.

## **2.16 Collecting POSINFORMATION**

THE APPLICANT shall at all times use the POS SYSTEM to accurately, consistently, and completely capture & record (including the name of doctor prescribing the medicine), and structure all data and information that BOI prescribes from time to time either through automated software or manually.

## **2.17 BOI's Access to POSINFORMATION**

THE APPLICANT agrees that BOI will have the absolute right to retrieve, electronically and manually, any or all of the POS INFORMATION that BOI deems necessary or appropriate, or desires. THE APPLICANT may retrieve the POS INFORMATION at intervals and times BOI determines, and without any advance notice to THE APPLICANT. THE APPLICANT shall assist BOI in initially establishing electronic access to the POS INFORMATION, and shall thereafter, as required by BOI, from time to time provide further assistance in connection with the retrieval of the POS INFORMATION.

**2.18 Updates, Modifications, and Replacements**

THE APPLICANT shall have no right to update or replace software used by the POS SYSTEM. THE APPLICANT shall make, or at BOI's direction shall permit the designated person from BOI to make, any programming changes required from time to time by BOI.

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**Signature 1<sup>st</sup> Party**

**Signature 2<sup>nd</sup> party**

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**2.19 BOI's Ownership and Use of POS Information**

THE APPLICANT agrees that all POS INFORMATION provided to BOI, whether electronically retrieved or otherwise received, will become BOI property and the same may be used by BOI in any manner BOI considers appropriate.

**2.20 Access to Email & Internet; Consent to Communication Medium**

THE APPLICANT acknowledges that the world wide web (www), internet, intranet, extranet, email, and similar medium are becoming an increasingly accepted and normal way of communicating. THE APPLICANT further acknowledges that BOI may from time to time desire to communicate with THE APPLICANT using any of the foregoing medium. Therefore, THE APPLICANT shall at all times, before and during the tenure of association have ready access to a computer at JANAMITHRA MEDICINES AND HEALTH CARE with internet access and a reasonably current web browser, and:

**2.20.1** Maintain an email address to which BOI may send electronic communications; keep BOI apprised of THE APPLICANT'S current email address; regularly check, at a frequency which may be every day, for email communications from BOI;

**2.20.2** Timely respond to email communications from BOI, within a maximum of 48 hours from receipt;

**2.20.3** In the event BOI establishes an intranet, extranet, or other means of posting information on a web site or similar on-line medium, then regularly check, at a frequency, which may be every day, for information communicated by BOI

Except in the case of a NOTICE, THE APPLICANT hereby consents to receiving any communication or information contemplated by AGREEMENT in any manner contemplated by this Section 2.20, which communication or information shall be deemed communicated upon sending electronically to the email address designated by THE APPLICANT for such purpose, or upon posting on any web site or other on-line medium maintained by BOI for such purpose.

**2.21 Prompt Payment of Obligations**

THE APPLICANT acknowledges that THE APPLICANT'S payment practices can impact the willingness of third parties to do business with, and extend credit to, others. Therefore, THE APPLICANT SHALL also timely pay all obligations and liabilities due and payable to vendors,

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suppliers, distributors, the LANDLORD, and other parties to whom THE APPLICANT incurs obligations in connection with the JANAMITHRA MEDICINES AND HEALTHCARE .

**2.22 Significant Event Notifications**

THE APPLICANT will keep BOI informed of any fact, matter or circumstance that has a significant bearing on THE APPLICANT'S ability to continue to operate the **JANAMITHRA MEDICINES AND HEALTHCARE** . In accordance with this AGREEMENT. Without limiting the preceding requirement, THE APPLICANT shall promptly, and in no event more than 7 days after THE APPLICANT becomes aware of any of the following situations related to the JANAMITHRA MEDICINES AND HEALTHCARE , provide NOTICE to BOI of the circumstances, and provide BOI with copies of pertinent documents, and any other information BOI requires:

- (a) Any notice of default received with respect to the PREMISES from the SHOP LANDLORD, a rental agent, mortgagee, or lender.
- (b) Any claims, lawsuits, or other legal proceedings, asserted or brought by any consumer, employee, governmental agency, or anyone else.
- (c) Any governmental inspections, notices, claims, reports, warnings, or citations.
- (d) Any fires, robberies, injuries, or similar events occurring on or at the **JANAMITHRA MEDICINES AND HEALTH CARE**
- (e) Any other matters, including those not related to the **JANAMITHRA MEDICINES AND HEALTHCARE** the could impair the good will associated with BOI

**3. Fund Requirements & Earnings by the Applicant**

- 3.1 Applicant will arrange sufficient funds for smooth running of JANAMITHRA at all times, first purchase minimum 5,00,000( five lakh only) to 35,00,00 (Thirty five lakh)
- 3.2 Discount will get only Janamithra Registration card Holders
- 3.3 Retail margins will be the earning of Applicants. The retail margins as applicable as per BOI notifications will be included in the MRP (Maximum Retail Price) on

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each product and the applicant shall sell all products at BOI Discount price from Printed MRP only. The currently applicable of margins is up to 30%, Patient margin up to 80%

3.4 In addition to the investment required for setting up the necessary infrastructure for opening of JANAMITHRA MEDICINES AND HEALTH CARE as per the requirement of this agreement, applicant will invest sufficient money to run the store smoothly by making all products available at all times

3.4 THE APPLICANT also acknowledges and agrees that this AGREEMENT confers no right to continuation, renewal for a subsequent term on or after the EXPIRATIONDATE.

#### **4. Sourcing of Medicines**

THE APPLICANT shall purchase medicines in BOI list in connection with the operation of the JANAMITHRA HEALTH CARE, only from BOI's authorized Distributor/C&F agent as informed by BOI

In-case of any change in source for procurement of Medicines, BOI will inform THE APPLICANT inwriting.

#### **5. Ongoing Advice and Assistance.**

During the applicable term of this agreement BOI shall, at no charge, from time to time provide THE APPLICANT with such advisory assistance, information, techniques, data, And instructional materials concerning the sale of Medicines from **JANAMITHRA MEDICINES ANDHEALTHCARE**, and also marketing programs applicable to the JANAMITHRA campaign, local marketing of the JANAMITHRA MEDICINES AND HEALTH CARE , and adherence to the process and guidelines as BOI deems advisable.

#### **6. Termination**

6.1 BOI shall be entitled to terminate this Agreement in any one or more of the following events, by giving a six months' notice in writing to the "APPLICANT":

6.2 If, in the opinion of BOI, the performance of the "APPLICANT" is found to be Unsatisfactory.

6.3 If the 'APPLICANT' commits a breach of any of the terms and conditions of this Agreement.

6.4 If there is any change (not acceptable to BOI) in the constitution of the "APPLICANT" without the prior written consent of BOI.

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6.5 If for any reason, the 'APPLICANT is prevented for a period of three months from performing any of his obligations under this Agreement.

6.6 If the 'APPLICANTS guilty of any conduct which, In the opinion of BOI, is prejudicial to BOI interest or BOI principles of fair business practices.

6.7 If the "JANAMITHRA MEDICINES ANDHEALTH Applicant assigns or purport to assigns its rights, interest or benefits or charge the benefits of the Agreement without obtaining the consent in writing of BOI.

6.7 If the "APPLICANT" is declared insolvent or commit any act of insolvency or compound or enter into a scheme of compromise with their creditors.

6.8 If the 'APPLICANT' is charged with committing breach of any law of India or Any anti bribery or anti-corruption legislation as the case may be.

6.9 Every Patient Must be registered by electronically and manually. Without prescriptions .is medicine sale is punishable

6.10 Registration fee collected from patient (Rs. 20 each) is to be Remitted to BOI account And keep record manually (You can purchase registration card by advance)

6.11 We are not responsible for Natural calamities and electrical short circuit or any damage of Of your property So your shop must be insured.

6.12 The franchise first time purchase minimum 5 lack (include generic and OTC)

## **7. Confidential Information.**

THE APPLICANT acknowledges that BOI will from time to time provide THEAPPLICANT with information that is confidential in nature and that if disclosed to third parties might adversely impact the ability of BOI to remain competitive. THE APPLICANT agrees that, unless otherwise determined BOI, the marketing strategies and programs developed by BOI shall be treated as confidential until publicly disseminated in accordance with the instructions of BOI. THE APPLICANT shall not disclose any confidential information to any person other than THE APPLICANT'S employees as may be necessary to discharge the assigned duties of JANAMITHRA MEDICINES AND HEALTH CARE operations, and THE APPLICANT agrees not to use any such confidential information for any purpose other than to discharge its obligations under this AGREEMENT.

## **8. Force Majeure**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely be supervening conditions beyond that party's reasonable control, including acts of god, civil commotion, strikes, acts of terrorism etc.

**9. Dispute Resolution**

This agreement shall be deemed to have been made/executed at Ernakulam for all purpose.

In the event of any dispute related to the interpretation or right or liabilities arising out of this agreement, the same shall, at first instance, be amicably, the same shall be referred to the sole arbitrator to be appointed by the President of BOI of the first party

In conciliation with second party (applicant) under the arbitration and conciliation act 1996. The award given by the arbitrator shall be final and binding on the parties. The venue for arbitration shall be at Ernakulam.

**10 Governing Law/Jurisdiction**

The applicable law governing this agreement shall be the laws of India and the High court of Ernakulam shall have the exclusive jurisdiction to try any dispute with respect to this agreement

IN WITNESS WHERE OF THE FIRST PARTY AND SECOND PARTY APPEND THEIR SIGNATURE IN TOKEN OF HAVING ACCEPTED THE ABOVE TERMS AND CONDITIONS ONTHIS \_\_\_\_\_DAYOF\_\_\_\_\_2018 AS MENTIONED ABOVE. IN THE PRESENCE OF THE FOLLOWING WITNESSES.

SIGNED SEALED AND DELIVERED FOR THEFIRSTPARTY.

Seal1<sup>st</sup> Party

WITNESS1<sup>st</sup> Party (Full Address)

- 1)
- 2)

SIGNED SEALED AND DELIVERED FOR THE SECOND PARTY

WITNESS2<sup>nd</sup> Party (full Address)

Seal 2<sup>nd</sup> Party

- 1)
- 2)





