

Client Registration Form

Date: 07/06/24.

Client Type: (ADVANCE)

Client ID _____

(Will be generated by JITM)

Client Name: Gurmeet Pooval
(Doctor/Clinic/Lab/Hospital)

Location (Town/City) Gurgaon West. (Mandatory)

Client Address:

H-6, Sky Plaza, Shri Radhe Sky Garden.
Sec-16B

City Gurgaon West State U.P. PIN: 201004

Email: ~~SKY Pharmacy 55@gmail.com~~ SKY Pharmacy 55@gmail.com

Client SPOC Details:

Name: Gurmeet Pooval Mobile: 9690718368.

Email: SKY Pharmacy 55@gmail.com

Sales Manager Details:

Name of Sales Manager: Vinod Kumar Mobile No: 9871367329.

Email: Vinod.kumar40157@gmail.com.

Business Zone (Lab Location): Noida.

Documents Attached:

1. Proprietorship/Partnership/Company Documents – Self Attested
2. PAN Card – Self Attested
3. Aadhar Card-Self Attested
4. Client Registration Form (Original with Signatures)
5. Agreement– (Original with Signature)


(Client Stamp & Signatures)
Proprietor
(Sales Person's Signatures JITM)

PATHOLOGY SERVICE UNDERSTANDING

JITM SKILLS PRIVATE LIMITED (hereinafter referred to as "JITM"), a Company incorporated under the Companies Act 1956, having its registered office at **216 B, DDA LIG Flats, Jhilmil Colony, Shahdara, Delhi-110032** and corporate office at **3rd Floor, D- 87, Vyapar Marg, D Block, Sector 2, Noida, Uttar Pradesh 201301**, engaged in pathology diagnostic services, aims to facilitate the delivery of care offered by the Consultants/ Hospital Clients/Nursing Homes. JITM aims to offer/provide its pathology services ("Services") to (Name of Client) Dr. Meet Pooval having its office/clinic at G-6, Sky Plaza, Shri Radha Sky Garden, Sec-16B, Noida West - U.P. 201004

(Hereinafter referred to as "Direct Client") at its doorsteps and test results by way of web access and hard copy exclusively for the purpose of providing timely services to improve patient care of the Direct Client.

The Services under this understanding are subject to adherence to terms and conditions mentioned hereunder.

For the purpose of this understanding, these Terms are defined as following:

"Direct Client"	shall mean Clients under this understanding which could be either a Consultant, a Doctor, a nursing home, a Hospital, Clinic, a Path Lab or any other Healthcare Institution.
(Test Result)	Pathology Test Reports provided by JITM by way of electronically or otherwise run on the Sample provided by Direct Client.
(Sample)	shall mean the clinical sample of blood, urine, swab, tissue or any other part of the human body which is required to run the pathology test for the Services.
"TAT"	Turn Around Time required to run the test.
"SOP"	Standard Operating Procedure as defined by JITM from time to time.
"DOS"	Directory of Services of tests and price list issued and revised by JITM from time to time.

A. JITM agrees to the following:

1. Pick the Samples as collected by the Direct Client for Pathology test in its network laboratory.
2. Provide username and password for secure access to enquire on test results of the consultants' own patients across the hospital.
3. Provide test results for the test conducted on the Samples provided by the Direct Client as per TAT of JITM by way of hard copy and/or in electronic format.
4. Provide Sample packaging materials for collection and transportation of Samples as may be required from time to time. The Packaging materials shall, at all time, remain the exclusive property of JITM.
5. Provide /arrange courier/logistic services for pickup of Samples and delivery of Test Results.
6. Provide the updated Price of each test offered by JITM network laboratories. The Price of test shall be subject to change with or without prior notice based on input costs and market considerations.
7. JITM shall provide the results and retain the records as per archival policy and SOP of JITM.



B. Direct Client agrees as following:

1. Collect and provide Samples in adequate quantity as per SOP and Directory of Services provided by JITM from time to time to run the test in JITM Laboratories.
2. Collect the Samples as per standard pathological norms and store the same at the desired temperature till handing over it to the representative of JITM.
3. Maintain the record of the packaging materials and provide the same as and when desired by JITM.
4. Direct Client will have the access to reports solely for the purposes granted. Direct Client agrees to not intentionally disclose the username and password to anyone other than Direct Client's authorized staff or attempt to learn another client's security code.
5. Direct Client accepts responsibility to maintain password security, e-mail addresses, and related updates for Direct Client staffing as needed.
6. JITM shall raise invoice on Direct Client on fortnightly basis as per discount structure mentioned in **Annexure A** for the test done under the client code. The Direct Client shall pay the invoiced amount within __ days from the date of the invoice, subject to deduction of applicable Taxes by way of cheque/DD/NEFT/RTGS in favour of "JITM SKILLS PRIVATE LIMITED - Indusind Bank A/c no: 258810250383 (IFSC: INDB0000171)". The Direct Client will not hand over Cash to local Sales Representatives of JITM. In case any Cheques which are returned unpaid, payment will have to be made by Demand Draft only along with penalty of Rs. 3000/- within 3 working days. Delay in payment shall attract an interest of 18% p.a. Amount paid by the Direct Client will be reconciled by JITM sales/Accounts Department on a monthly basis. All payments by cash/ credit client shall be made by cheque/DD/NEFT/RTGS in favoring "JITM SKILLS PRIVATE LIMITED - Indusind Bank Alc no: 258810250383 (IFSC: INDB0000171)".
7. Direct Client shall apply for and obtain all the required permission, permits, approvals, certificate, licenses including but not limited to License for Bio medical waste disposal, registration with CMO, registration under Clinical Establishment Act, Shops & Establishment Act etc. Direct Client shall comply with all laws, rules and notification related to its business implemented from time to time by appropriate authority.
8. Direct Client agrees to abide by the policy for access to the test report on internet as provided in the website of JITM.
9. Direct Client will require to arrange the services of Phlebotomist at its center for drawing of samples and disposal of bio medical waste at its own cost.

C. Miscellaneous Terms:

1. Confidentiality: Each Party shall keep secret all confidential information, if any transmitted to it or made available to it by other Party and shall not pass such information on wholly or partly, to third party without express written consent of the other Party.
2. Relationship: This understanding does not constitute the Direct Client as an employee, agent, legal representative or partner of JITM for any purpose whatsoever nor shall the understanding be construed or interpreted as a joint venture between the Parties of any nature. The relationship between the Parties hereto shall be on a Principal-to-Principal basis.
3. Term and Termination: This non-exclusive understanding will be valid for such period unless earlier terminated by either Party serving 30 days prior written notice. Either Party will be at liberty to terminate this understanding by giving 30 days prior written notice to other Party. All payments becoming due and payable to the Parties as on the date of termination will be settled within 15 days from the date of termination of this understanding. Upon termination of this understanding, Direct Client shall cease to use the materials/intellectual property of JITM and shall hand over all materials belonging to JITM immediately.



4. Force Majeure- JITM shall be excused from performance and shall not be liable for delay in delivery of report or non-delivery of report, in whole or in part, caused by the occurrence of any contingency beyond its control including, but not limited to, work stoppages, natural calamity, civil disobedience, riots, fire accidents, shortage of fuel, diplomatic impasse and Act of God, leakage during collection, packaging and transit of Samples, breakage in transit, loss by carrier, contamination in shipment. JITM shall not be responsible for any loss/liabilities including legal liabilities, claims, compensation, and indemnity for any such loss or damage arising in such events.
5. Dispute Resolution: Any dispute between the Parties shall be referred to and settled by a sole arbitrator appointed by JITM in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be Delhi. Subject to above the court of Delhi shall have exclusive jurisdiction on any matter/dispute arising out of this Understanding.

This understanding, with its detailed and intended cooperation and responsibilities, is accepted by virtue of the following signatures and remain in effect unless it expires by efflux of time or earlier terminated by any Party.

For JITMSKILLS PRIVATE LIMITED
(Authorized Signatory)

Signature: [Signature]

Name: Vinod Kumar

Designation: Area Sales Manager

Date: 07/06/24.

FOR [Signature] Pogwal
(Client Name)

Signature & Stamp [Signature]

Name of Signatory:

Designation:

Date: 07/06/24.

For SKY Pharmacy

Proprietor

Annexure-1

JITM is pleased to offer the discount to M/s _____ (Direct Client)
on the entire test range as per details given below.

Category	Detail of Tests	Discount % on the Maximum Retail Price mentioned in JITM's Directory of Services.
JITM-1, JITM-2 & JITM-3	Routine & Specialized	As per applicable JITM Price list & Agreed Net Rates
Special Category	Swine Flu, Genexpert, BRCA, Paternity Tests, PLAC, Sepsiscreen, Comprehensive Viral Viral Flu Panel, AFB Rapid Genotypic Test, etc.	As per applicable Price list.
ISO & Govt. Fixed Rate Tests	International Send Outs & Govt. Fixed Rate Tests	10%

Price specified in Directory of Services of JITM is subject to change from time to time as per discretion of JITM.

