

Asian Oncology Private Limited

Digital Clinic Franchise Model

(Draft Proposal)

Date: 22/02/2018

(Confidential and Not To be circulated other than the Intended user from Both Parties)

1. Introduction

Founded in 2017, (AOPL) Asian Oncology Pvt. Ltd. dedicated team of top oncologist, health care experts, engineers and analyst designed a new health care delivery system and opened its first " Digital Clinic" to simplify value based sustainable health care in rural India. By associating with CSC e-Governance Services India Limited is a Special Purpose Vehicle (CSC SPV), a Company incorporated under the Companies Act, 1956 by the Ministry of Electronics and Information Technology (MeitY), Government of India to monitor the implementation of Common Service Centers Scheme and "NDMC" (New Delhi Municipal corporation), AOPL has its objective to have trans-formative shift from sickness to wellness from product to services, towards innovative, ready to use technology solutions that support people and community. The " Digital Clinic" platform provided by us, gives new operating system in health care, which gives automated patient response experiences that lead to better, reachable and affordable health care.

Our 270+ digital clinic is readily available health care facility located across different state and geography, it is manned by " Village Level Entrepreneur", this clinic provides access to quality health care by saving lives, strengthening families, and stabilize a community. Our " Digital Clinic " is empowering VLE's to become local change agent.

Our concept of health is to encapsulate the health of local communities and local environment and create holistic approach by engaging community and individual health. Our Team Believes " Individual Health & Community Health" is "one and same".

2. (Asian Oncology Pvt. Ltd) AOPL Digital Clinic Program

Host of basic health services would be provided, with pre-decided revenue share and the assured collection mechanism, with small capital investment

3. Proposed infrastructure for operating a Digital Clinic

AOPL proposes following Infrastructure to start the Digital Clinics.

Clinic Infrastructure

S.No	Items	Responsibility
1	Area (200-250Sq Ft)	CSC VLE
2	White wash (if reqd)	CSC VLE
3	Table	CSC VLE
4	Chairs	CSC VLE
5	PC/ Laptop	CSC VLE
6	Printer	CSC VLE
7	Internet Data card/ dongle	CSC VLE
8	Medical Examination table	CSC VLE
9	White cloth & Pillow for examination table	CSC VLE
10	Nursing Kit (Device)	Asian Oncology Pvt. Ltd
11	Green Curtain with rings	CSC VLE
12	TV 24" HDMI preferable (Rs 10000)	CSC VLE
13	HDMI connector for Device	Asian Oncology Pvt. Ltd
14	First Aid Kit	Asian Oncology Pvt. Ltd
15	Water dispenser/ Drinking water facility	CSC VLE
16	Tissue box, Hand sanitizer	CSC VLE
17	Trash Bin/ dustbin	CSC VLE
18	Air Conditioner	CSC VLE

Marketing/Branding Standard to be followed:

S.No	Items	Quantity	Responsibility
1	Standee (6*3)	1	Asian Oncology Pvt. Ltd
2	Backdrop (basing on the background wall size)	1	CSC VLE
3	AOPL Digital Board (4*3)	1	CSC VLE
4	Rate chart	1	Asian Oncology Pvt. Ltd
5	Instruction manual	1	Asian Oncology Pvt. Ltd
6	Test range/ index	1	Asian Oncology Pvt. Ltd
7	Signages/ direction board	2	CSC VLE
8	Brochure (English & local Language/ Hindi)	200	Asian Oncology Pvt. Ltd
9	Flyer/ 1 pager		CSC VLE
10	Apron with AOPL logo	1	Asian Oncology Pvt. Ltd
11	Operator/ resource at VLE centre		CSC VLE / Asian Oncology Pvt. Ltd

Technology & Man-power requirement:

- All centers should have internet connection
- Each Clinic should have a laptop/PC for registration of patient and online payment of diagnostic test.
- All clinic should have a dedicated resource trained in medical field to run the diagnostic operation smoothly (AOPL will decide and deploy the resources in consultancy with VLE , The cost will be shared mutually as agreed between the parties) to run the overall operations at the clinic.

4. Proposed arrangements between AOPL and CSC VLE.**CSC VLE Role:**

- i. Create and make available Infrastructure space.
- ii. Create the Clinic infrastructure as per the checklist
- iii. Manage and bear the cost of day to day operation. (test strips cost, printing of test report, etc.)

AOPL Role

- i. Provide the integrated device for Digital Clinic infrastructure.
- ii. Support the CSC VLE in starting the Clinic by appointing the operator (Salary expense is taken care by AOPL/CSC VLE or mutual as per agreed terms).

- iii. Provide software to manage the Digital Clinic.
- iv. Develop and Deliver Training Manual and Marketing content.
- v. Conduct Training and give certification.
- vi. Support and help in initial marketing campaign.

4.1 Tenure:

- 2 years Horizon

4.2 Security Deposit

- Security Deposit– Rs. 10000 (Refundable deposit to be retained by CSC)

5. Action proposed to be taken by the AOPL & CSC VLE

Actions to be taken once the terms are agreed

- i. Both Parties Sign the Agreement and Undertaking for execution of Digital Clinic.
- ii. Support to be provided by AOPL Team as detailed in Point 6 below.

6. Back end Support by AOPL Team to CSC VLE

- i. AOPL will support in conducting first Training at the Centre.
- ii. Support to Step up the Center and streamline Center related functions.
- iii. Provide complete hardware & software assistant for running device.

Undertaking with Terms & Conditions:

I (VLE).....daughter/son/wife
of.....,are registered VLE with CSC-SPV having my OMT
ID.....and registered CSC having
Address

That I am the owner of the CSC in district belonging to the State of.....
having the Permanent Account Number and Aadhar No.....

1. That CSC e-Governance Services India Limited (CSC-SPV) has entered into a Memorandum of Understanding with Asian Oncology Pvt Ltd. a company incorporated under the Company’s Act 1956 and having its office at office number 32, Ground Floor, Ganpat Rao kadam Marg Lower Parel West, Mumbai 400013 for providing the compact diagnostic kit to facilitate the affordable health care services to the general public and to provide reliable & accurate reports vetted by doctors.
2. That the AOPLs shall also include any other health care relating service as decided from time to time. The maintenance of the technical error in the device/kit will be solely responsibility of AOPL.

3. That, I being registered with CSC-SPV am duly authorized to enable the customer to purchase AOPL Services through CSC-SPV's platform and initiate payment instruction on behalf of the customer in relation to such purchase made by the customer through CSC-SPV's platform.
4. That, I have to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) as a security deposit of the kit with CSC-SPV. (The security amount of Rs. 10,000/- will be completely refundable to the VLE within 7-15 working days upon discontinuation of the service.)
5. I shall be responsible, if the equipment is damaged and cannot be repaired or the equipment is lost or stolen. In such an event the deposit will be forfeited and there will be no refund.
6. That, after installation of the said compact diagnostic kit, I will take all necessary care/precaution for protection and safety of the said kit and will protect from any damage/theft etc. I will also be responsible to for all repairs of any external damages, caused to the device/kit after installation. Any amount which is not paid for the repair will be deducted from the security deposit.
7. The decision of forfeit the security deposit in event of damage or loss will be taken by CSC-SPV in consultation with VLE & AOPL.
8. That, I have to do minimum business transaction of Rs. 9000 over the period of 3 months to avail the reimbursement against TV, Digital Clinic signboard installed at my centre. To achieve the said target AOPL will assist VLEs to organize health camps and providing business lead.
9. In case, if the minimum transaction of INR 9000 is not achieved within 3 months, I will be given one month written extension by AOPL/CSC HQ to achieve the target, post which I may be declared as a non-performer and the device will be picked up from my centre and no reimbursement will be issued.
10. That, I hereby further undertake to refund the amount if any paid to me inadvertently/oversight and/or for any reason whatsoever by the CSC or AOPL. The said amount will be refunded immediately upon demand without any demur.
11. That I hereby assure any mismatch in the number of transactions held to the amount paid through my wallet will result in blocking of my compact device id.
12. That I hereby further undertake to inform to CSC & AOPL regarding any changes in my address of the CSC Center, Phone Number & other contact details as & when needed.

- 13. That all the disposables are chargeable, and I have to buy them from AOPL for the continuation of diagnostic tests.
- 14. I shall not sell or otherwise transfer any interest in the device, or agree to do so under any circumstances, without the AOPL's & CSC's prior written consent or strict legal action will be taken against the franchise.
- 15. I hereby understand that the Assets (Television and Device + Board) is of AOPL, if reimbursed and will be removed my centre closure of agreement/ clinic.

CSC-SPV

Asian Oncology Pvt. Ltd.

VLE

Authorized Signatory

Authorized Signatory

Authorized Signatory

Date: