**AGREEMENT**

**ROYAL CURE HEALTH & MEDICAL PERFORMANCE SERVICES LLC**

**THIS AGREEMENT** is made on **(Enter Date)** (hereafter referred to as **the “Effective Date”**)

**BETWEEN:**

1. **ROYAL CURE LLC**, (**Enter Email**), duly represented by ........................................... , in his/her capacity as........................................................................................(Hereinafter referred to as the "**First Party"** which expression shall include its respective heirs, successors and assignees)

**AND**

1. (**Enter Business Name**) whose address (Hereinafter referred to as the "**Second Party”) ;** the healthcare provider.

**RECITAL**

**Whereas,**

1. the First Party has developed and is the owner of a membership program that grants its members access to a­ffordable Medical services inclusive of Dental, Ophthalmology, Cosmetic Gynaecology, physiotherapy, Cosmetics, Veterinary, Dermatology, IVF, Paediatric Therapy, Nursing, Radiology, Laboratory, Autism, many other healthcare specialties and services and Pet services (hereinafter referred to as the **"Royal Cure** ")
2. the Second Party is an all-inclusive medical clinic licensed to practice all fields of medicine including Dental, Ophthalmology, Cosmetic and Pet specialities in the United Arab Emirates by an official licensing authority, who avail their services which has been accepted by the First Party, subject to the terms and conditions of this Agreement;
3. the Parties hereto are desirous to setting forth certain terms and conditions as to their respective obligations, rights, duties and entitlements

**IT IS HEREBY AGREED AS FOLLOWS**

1. **OBLIGATIONS**

The Second Party shall perform the following obligations:

1. Verify that all patients representing themselves as a member of the Royal Cure are in fact members of The Royal Cure for each patient's visit by
2. Accessing the clinic dashboard at the royalcure-us.com and entering the Membership Card ID number arid matching the member(s) name(s) with patient's picture ID (e.g. national ID. passport. driver's license) arid then logging in all visiting patient or,
3. Verifying with an official representative of the Royal Cure via telephone during business hours.
4. Grant a free introductory medical consultation and .......................................... savings of standard prices/rates of all clinics services that the Second Party perform to all the Royal Cure members for the duration that the Second Party is associated as a clinic with the Royal Cure.
5. Keep only one retail price list for the Royal Cure members and non-members.
6. Cannot increase standard prices/rates in order to offset any savings given to the Royal Cure members. If there are any increases in prices/rates for any services that are not related to o­ffsetting any savings given to the Royal Cure members:
7. The increased charges shall only be applicable on any new service provided, Royal Cure members currently undergoing said clinic services shall not be subjected to such an increase;
8. The Royal Cure shall not be obligated to cover the costs for any increased charges for any Royal Cure member patient undergoing a continued clinic service.
9. Maintain in force during the period of this Agreement adequate insurance cover with a reputable insurer.
10. Provide the First Party with a valid current copy of the Second Party's medical clinic license and the licenses of all doctors working under said clinic that are enrolled in the Royal Cure network.
11. Perform the obligations in this Agreement with the highest professional standards, skill, care and diligence to be expected of an appropriately qualified professional Party in the provision of services of a type, nature and complexity similar to the Royal Cure services.
12. The Second Party shall have the sole responsibility for taking the necessary steps to obtain any permit or license required for performance of the Agreement under the laws and regulations in force and in relation with their Agreement scope of service.
13. The Second party will designate a stand or section in its office for the sole purpose of advertising and promoting the First Party’s services and products
14. **REMENURATION**

The remuneration for the performances of services by the Second Party shall be paid directly by the member of Royal Cure obtaining the services to the second party by way of cash at the time the services have been rendered to the Royal Cure member. The First Party is in no way responsible for paying out any claims or fees associated with the performance of services.

1. **TERMINATION**

* 1. Parties may terminate this Agreement for any cause by issuing a 60-day notice in writing.
  2. The First Party shall terminate this Agreement if the Second Party fails to provide services to members of Royal Cure at the agreed discount.

1. **CONFIDENTIALITY**
   1. All terms and conditions of this Agreement (and any confidential information provided by the First Party to the Second Party or vice versa) during the term of the Agreement must be kept confidential, unless the disclosure is required pursuant to process of law.
   2. Disclosing or using this information for any purpose beyond the scope of this Agreement (or beyond the exceptions set forth above) is expressly forbidden without the prior consent of the Parties.
   3. The Parties’ obligation to maintain confidentiality will survive termination of this Agreement and remain in effect indefinitely.
2. **RELATIONSHIP BETWEEN PARTIES**
   1. Hereby, the Parties agree that the Second Party in this Agreement is anindependent contractor, as he/she/it provides the services hereunder and actsas an independent contractor.
   2. The Second Party shall not be considered an employee of the First Party under any circumstances.
   3. This Agreement does not create any other partnership between the Parties.
3. **INTELLECTUAL PROPERTY**

The Second Party agrees that any intellectual property provided to it bythe First Party will remain the sole property of the First Party , including (but not limitedto) copyrights, patents, trade secret rights, and other intellectual propertyrights associated with any ideas, concepts, techniques, inventions, processes,works of authorship, Confidential Information, or trade secrets.

1. **LIMITATION OF LIABILITY**

Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (including breach of contract, tort, negligence, or other form of action)—if said damage is the direct result of one of the party’s negligence or breach.

1. **INDEMNITY**
   1. The Second Party shall indemnify and keep indemnified the First Party from and against any and all loss, damage or liability whether criminal or civil suffered [and legal fees and costs incurred] by the First Party in the course of offering the Services and resulting from:
2. any act, neglect or default of the Second Party or its agents, employees, licensees or customers.
3. the proven infringement of the intellectual property rights of any third party.
4. any successful claim by any third-party alleging libel or slander in respect of any matter arising from the offering of the Services in the Territory.
   1. Provided that such liability has not been incurred through any default by the First Party in relation to its obligations under this Agreement
5. **AMENDMENTS**
   1. The Parties agree that any amendments made to this Agreement must be made in writing and signed by both Parties to this Agreement.
   2. As such, any amendments made by the Parties will be applied to this Agreement.
6. **ASSIGNMENT**

The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented by both Parties in writing.

1. **DISPUTE RESOLUTION**
   1. Save as may be otherwise provided herein all questions in dispute arising between the parties hereto and all claims or matters in such dispute not otherwise mutually settled between the parties through negotiation shall be referred to arbitration pursuant to the Arbitral laws of the State of UAE.
   2. To the extent permissible by law the determination of the Arbitral Tribunal shall be final and binding upon the Parties.
2. **SEVERABILITY**

In an event when any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions will still be enforced, in accordance with the Parties’ intention.

1. **COSTS**

Each party shall cater for its own costs incurred in the preparation and implementation of all matters contemplated by this Agreement.

1. **COUNTERPARTS**
   1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
   2. Transmission of an executed counterpart of this agreement OR the executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
   3. No counterpart shall be effective until each party has executed and delivered at least one counterpart.
2. **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the UAE.

1. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding among the Parties hereto, with respect to the subject matter hereof. It supersedes all prior agreements, understandings, inducements, and conditions (express, implied, oral, written, or of any nature whatsoever with respect to the subject matter hereof). The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

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| Signed by the duly authorized Signatory of the **FIRST PARTY; -**  *Signature:*  *Name:*  *Designation:*  *Date………………………………………..* | Signed by the duly authorized Signatory of  the **SECOND PARTY; -**  *Signature:*  *Name:*  *Designation:*  *Date…………………………………………………* |