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**DEED OF AGREEMENT**

Md. Esam Ebne Yusuf Siddique  
Chief Administrative Officer  
SQUARE HOSPITAL LTD.  
মোঃ আমিনুল হক  
বাংলাদেশ কেমিক্যাল ইন্ডাস্ট্রিজ কর্পোরেশন  
ঢাকা-১০০

This Deed of Agreement (herein referred to as the "Agreement") is made and entered into on this 30<sup>th</sup> day of September, 2020 of the Christian era;

**BETWEEN:** **SQUARE Hospitals Ltd.**, a private limited company, incorporated and operating under the laws of Bangladesh, with operating address 18/F Bir Uttam Qazi Nurazzaman Sarak, (West Panthapath), Dhaka- 1205, Bangladesh, (Hereinafter referred to as "**SHL**") which expression, unless repugnant to the context shall include its successors-in-interest, assignees, nominees, administrators, officers and legal representatives) of the **FIRST PART**.

**AND:** **BANGLADESH CHEMICAL INDUSTRIES CORPORATION (BCIC)**, a Government organization, having its Head office at BCIC Bhaban, 30-31, Dilkusha C/A, Dhaka 100, Bangladesh Tel # 02-9559281-82, bcic.gov.bd/ represented by its Secretary or Nominated Authorized Representative (hereinafter referred to as the "**BCIC**") (which expression shall, unless excluded by or repugnant to the context or meaning thereof, mean and include its successors-in-interest, legal representatives, administrators, executors, and assignees) of the **SECOND PART**.

(Hereinafter collectively referred to as "**Parties**" and individually as "**Party**")

**RECITALS**

**WHEAREAS**, **BCIC** is desirous of offering its employees and their dependents (hereinafter referred to as the "**PATIENT(S)**") the facility of undergoing medical consultation & health treatment for ailments & diseases from **SHL**.


In pursuant to this **SHL** has agreed to offer its expertise and capabilities for healthcare of **PATIENT(S)** referred by **BCIC** subject to the terms and conditions stated in this Agreement;

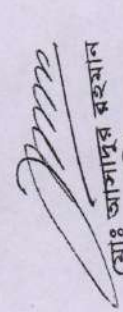
**AND WHEREAS** **SHL** and **BCIC** after mutual discussions, proposed to enter into this agreement subject to the following General Terms and Conditions:

**01. REGISTRATION**

Prior to receiving any services from **SHL**, every employee of **BCIC** and their dependents (**father, mother, spouse & children below 21 years of age**) shall be required to register themselves



  
Md. Esam Ebne Yousuf Siddique  
Chief Administrative Officer  
SQUARE HOSPITALS LTD.

  
মোঃ আসাদুর রহমান  
সচিব  
সংস্করণ কোম্পানি ইন্ডাস্ট্রিজ কর্পোরেশন  
পরিচালনা ভবন, ১০-১১ দিল্লী রোড, ঢাকা-১০০০

with SHL for the purposes of identification and maintenance of medical records. The registration offers a unique identification number and thereafter, the employee of BCIC and their dependents shall use the same reference number as and when required.

## 02. SERVICES

BCIC may refer its employee for Pre-Employment and/or tenure of employment Health Checkup, Medical Consultation, Diagnostic Services & In-patient Services as available in the hospital or may be mutually agreed upon between BCIC and SHL.

## 03. PATIENT REFFERAL

BCIC may refer any of its employees and / or their dependents for medical treatment under the arrangement of this agreement. It is the onus of BCIC to make due declaration in its authorization letter.

## 04. TARIFF

SHL shall offer BCIC the necessary medical diagnosis, investigation and Medical Consultation as per the current standard tariff structure of the hospital. However 7% discount will be offered on hospital standard tariff to BCIC employees and their dependents (excluding Medicine, Hospital supplies, & Special treatment packages/offers).

All charges to be billed to the PATIENT(S) as per the current tariff followed by the SHL. However, in cases of urgency or emergency operations or investigations not in the schedule, the same may be conducted at the discretion of SHL in the interest of the PATIENT(S) and BCIC is to be immediately and specifically informed of the same for their post-facto approval within 48 hours.

The tariff is subject to revision at the discretion of SHL.

## 05. AUTHORISATION

BCIC employees shall produce their staff ID card to SHL and copy of this ID card shall be treated as authorization from BCIC to avail the services as per this Agreement.

## 06. APPOINTMENTS

The employees of BCIC and/or their dependents shall fix appointment for the medical consultation and related diagnostic services and medication and shall adhere to such appointments. The patient concerned shall produce a proof of identification as mentioned in Clause 05 at the time of visiting the Hospital at the registration/admissions counter before commencement of the service.





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#### 07. MEDICAL REPORT / RECORD

SHL shall, in respect of each patient, will maintain due registration, record of investigations and key medical inference as part of its medical record and provide a report to the patient. SHL gives undertaking that it shall keep confidential all medical information and documents regarding the parties referred by BCIC and shall not disclose any such information to any third party or person without prior permission of BCIC.

#### 08. BILLING AND PAYMENT

The respective **SQUARE Hospitals Ltd** unit (Business Office Department) shall present a final invoice for all medical service rendered to the patient. The patient and/or representative of the patient shall settle the bill themselves over the counter.

BCIC employees and/or their dependents shall also pay any applicable taxes (i.e. VAT), fees or charges levied under the existing laws of Bangladesh for the time being in force.

If any patient sent by BCIC to SHL with the authorization letter then those payments will be made by cross cheque / PO / DD in favor of "**SQUARE HOSPITALS Ltd.**"

#### 09. TERMINATION

This Agreement shall come into force from the date hereof and shall continue in force for a period of one (1) year from the said date, unless terminated by either party earlier in accordance with the provisions hereof.


- This Agreement may be terminated by mutual consent of the parties expressed in writing.
- Either party shall have right to terminate this Agreement by giving 30 (thirty) days' notice.
- **SQUARE Hospitals Ltd** can terminate the Agreement due to continuous non-payment by BCIC employees for invoices incurred for a period exceeding 2(two) months at any time.
- This Agreement may be renewed for such further periods and on such terms and conditions as may be mutually agreed between the parties on an annual basis.

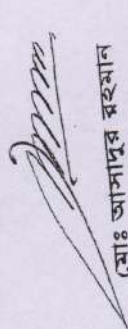
Notwithstanding the termination of this Agreement by either party, BCIC shall settle all its outstanding accounts receivable through its employees, if applicable, to SHL on or before the date of such termination of the Agreement.

#### 10. RESOLUTION OF DISPUTE

This Agreement shall be governed in accordance with the laws of Bangladesh. In the event of any dispute or difference between the parties arising out of or in connection with this Agreement, which cannot be settled through mutual consultation, shall be referred to arbitration in accordance with the provisions of the Arbitration Act 2001, for the time being in force. The decision of the Arbitrator shall be final and binding on the parties.



  
Md. Esam Ebne Yousuf Siddique  
Chief Administrative Officer  
SQUARE HOSPITALS LTD.

  
মোঃ আসাদুর রহমান  
সচিব  
বাংলাদেশ কোমিউনাল ইন্ডাস্ট্রিজ কর্পোরেশন  
পতিতাইতি ভবন, ৩০-৩১, টিলাকুলা বাজার, ঢাকা-১০০০

#### 11. CONFIDENTIALITY

Each party recognizes pursuant to this Agreement, it has been and will be given access to information that is confidential and/or proprietary to the other party. Each party undertakes not to use any such confidential, proprietary or restricted information for the own purposes without the prior written consent of the other party.

#### 12. INDEPENDENT CONTRACTING

SHL is not constituted as an agent of BCIC for any purpose whatsoever and is expressly prohibited from doing any acts, which do or may create the impression or inference that SHL is an agent of BCIC. Further SHL is not granted any right or authority to create any obligation or responsibility, express or implied, on behalf of, or in the name of BCIC in any manner whatever.

#### 13. ASSIGNMENT

Neither party shall assign and/or transfer any nor all of its rights, obligations and/or interests arising or claimed under or by virtue of this Agreement to a third party without obtaining the prior written consent of the other party.

#### 14. AMENDMENTS

No modifications or amendments of the Agreement and no waiver of any of the terms or conditions hereof, shall be valid or binding unless made in writing and duly executed by both parties

#### 15. NOTICE

Unless otherwise agreed to by the parties in writing, all notices, requests or other communications hereunder shall be in writing and shall be sent by facsimile, receipted express courier service at the following address and numbers:

#### 16. SEVERABILITY

If any provision or condition of this Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Agreement and the applicable governmental rule, regulation, order, or law shall prevail.

#### 17. FORCE MAJEURE

If either Party fails to perform its obligations or delays performance under this Agreement due to causes beyond its reasonable control including but not limited to war, fire, blockade, strikes (excluding strikes by its own personnel) or natural catastrophe, then that Party shall not be held responsible for any loss or damage which may be incurred by the other Party as a result of such failure or delay.

#### 18. COUNTERPARTS

This Agreement shall be executed in 02 (two) original copies and each Party shall retain each from the said copies.





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IN WITNESS WHEREOF, each party represents that it has full power and authority to enter into and perform this Agreement, that the person signing this Agreement on behalf of each party, has been properly authorized and empowered to do so, and that each has carefully reviewed it and consulted with such experts and advisors as each deemed appropriate and having fully understood the terms and conditions stipulated herein have put their respective seal and signature without any undue influence, coercion and absolute out of free will.

**MADE IN DUPLICATE AND SIGNED**

For and on behalf of 'the First Party'  
SQUARE Hospitals Ltd.

Signature.....  
Md. Esam Ebne Yousuf Siddique  
Chief Administrative Officer  
SQUARE Hospitals Ltd.  
Md. Esam Ebne Yousuf Siddique  
Chief Administrative Officer  
SQUARE HOSPITALS LTD.

WITNESS

1) Signature.....

Dr. Mohammad Faisal Zaman  
Senior Vice President  
Marketing and Business Development  
SQUARE Hospitals Ltd

2) Signature.....

Sultan Minhaj Uddin  
Senior Vice President  
Accounts & Finance  
SQUARE Hospitals Ltd.

For and on behalf of 'the Second Party'  
BANGLADESH CHEMICAL INDUSTRIES  
CORPORATION

Signature.....  
Md. Asadur Rahman  
Secretary, BCIC  
মোঃ আসাদুর রহমান  
সচিব  
বাংলাদেশ কেমিক্যাল ইন্ডাস্ট্রিজ কর্পোরেশন  
বিদ্যাসাইন ভবন, ৩০-৩১ দিলকুশা বা/এ, ঢাকা-১০০০

WITNESS

1) Signature.....

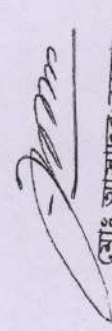
Mohammad Shaheen Kamal  
Director (Production & Research)

2) Signature.....

Dr. A.K Mohammad Ali  
Senior General Manager  
BCIC Medical center



  
Md. Esam Ebne Yousuf Siddique  
Chief Administrative Officer  
SQUARE HOSPITALS LTD.

  
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পিসআইসি ভবন, ৩০-৩১ শিল্পকোষ বা/এ, ঢাকা-১০০০

### Annexure 1

বাংলাদেশ কেমিক্যাল ইন্ডাস্ট্রিজ কর্পোরেশন (বিসিআইসি) ও বিসিআইসির নিয়ন্ত্রাধীন প্রতিষ্ঠান ও প্রকল্পে  
ভালিকাঃ

১. বিসিআইসি প্রধান কার্যালয়
২. বিসিআইসি শাখা অফিস, চট্টগ্রাম
৩. যমুনা ফার্টিলাইজার কোম্পানী লিঃ
৪. শাহজালাল ফার্টিলাইজার কোম্পানী লিঃ
৫. চিটাগাং ইউরিয়া ফার্টিলাইজার লিঃ
৬. আশুগঞ্জ ফার্টিলাইজার এন্ড কেমিক্যাল কোঃ লিঃ
৭. ডিএপি ফার্টিলাইজার কোম্পানী লিঃ
৮. টিএসপি কমপ্লেক্স লিঃ
৯. ইউরিয়া ফার্টিলাইজার ফ্যাক্টরী লিঃ
১০. পলাশ ইউরিয়া ফার্টিলাইজার ফ্যাক্টরী লিঃ
১১. কর্ণফুলী পেপার মিলস লিঃ
১২. ছাতক সিমেন্ট কোম্পানী লিঃ
১৩. উসমানিয়া গ্লাসশীট ফ্যাক্টরী লিঃ
১৪. বাংলাদেশ ইন্সুলেটর এন্ড স্যানিটারী ওয়্যার ফ্যাক্টরী লিঃ
১৫. ট্রেনিং ইন্সটিটিউট ফর কেমিক্যাল ইন্ডাস্ট্রিজ
১৬. চিটাগাং কেমিক্যাল কমপ্লেক্স
১৭. ঢাকা লেদার কোঃ লিঃ
১৮. নর্থ বেঙ্গল পেপার মিলস লিঃ
১৯. খুলনা হার্ডবোর্ড মিলস ও খুলনা নিউজপ্রিন্ট মিলস লিঃ

বিসিআইসির নিয়ন্ত্রাধীন প্রকল্পসূহ :

১. শাহজালাল ফার্টিলাইজার প্রকল্প
২. ঘোড়াশাল পলাশ ইউরিয়া ফার্টিলাইজার প্রকল্প
৩. ছাতক সিমেন্ট কোঃ এর উৎপাদন ওয়েট প্রসেস থেকে ডাই প্রসেস রূপান্তর প্রকল্প
৪. ১৩ টি বাফার গোডাউন নির্মাণ প্রকল্প
৫. ৩৪ টি বাফার গোডাউন নির্মাণ প্রকল্প
৬. রাসায়নিক দ্রব্য সংরক্ষনের জন্য গুদাম নির্মাণ প্রকল্প।