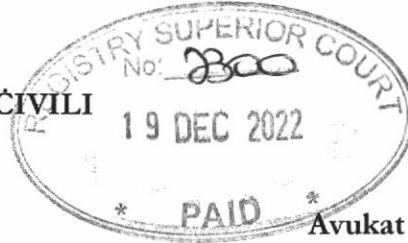


D Reg: € 400

D Reg KT: € 350

FIL-PRIM' AWLA TAL-QORTI CIVILI



1187/22GM

Proc € 120.00
D Reg € 700.00
2 Reg € 12.10
2 net € 2.40

€ 834.40

Avukat Franco Galea, detentur tal-Karta tal-Identita' numru 402281(M) ta' 58, Triq L-Ifran, Valletta bhala mandatarju speċjali tal-assenti Mohammed Shoaib Walajahi, detentur tal-Passaport Numru AQ 6789064 u Sarwat Shoaib Walajahi detentriċi tal-Passaport Numru AP6784533

Vs

Steward Malta Limited (C-70546)

Rikors ġuramentat tal-Avukat Franco Galea nomine [K.I. 402281(M)]

Jesponi bir-rispett u bil-ġurament tiegħu jiddikkjara u jikkonferma li s-segweni fatti jafhom personalment:

1. Illi r-rikorrenti proprio, nhar is-6 ta' Marzu 2015, iffirmaw ftehim mal-kumpanija Crossrange Holdings Limited, *Introducer Fee Settlement Agreement*, fejn ai termini tal-istess kuntratt, is-soċjeta' Crossrange Holdings Limited obligat ruħha li thallas somom partikolari ta' flus lir-rikorrenti ai termini tal-istess kuntratt;
2. Illi permezz ta' skrittura datata d-19 ta' Ġunju 2015, is-soċjeta' intimata Steward Malta Limited, dak iż-żmien magħrufa bhala Vitals Global Healthcare Limited, assumiet l-istess obbligi li kienet assumiet precedentament Crossrange Holdings Limited in solidum mal-istess fil-konfront tar-rikorrenti proprio;
3. Illi r-rikorrenti proprio rċewew pagament inizjali, iżda ma rċewewx il-pagamenti l-oħra dovuti lilhom;
4. Illi fil-5 ta' Marzu 2019, ir-rikorrenti proprio interpellaw lill-Crossrange Holdings Limited u lis-soċjeta' konvenuta jhallsuhom dak dovut lilhom iżda dawn baqgħu inadempjenti;
5. Illi minkejja diversi wegħdi ta' hlas minn rappreżentanti tas-soċjetata' konvenuta, anki sa riċentament, dawn baqgħu ma hallsux dak dovut minnhom lir-rikorrenti proprio;
6. Illi in oltre, ai termini tal-fuq imsemmi *Introducer Fee Settlement Agreement*, r-rikorrenti proprio intrabtu li ma jagħmlu l-ebda xogħol li b'xi mod jista' jkun ta' kompetizzjoni mal-operat

tas-soċjetajiet firmatarji l-oħra, mertu tal-istess ftehim, u fid-dawl tal-fatt illi r-rikorrenti proprio onoraw l-obbligi assunti minnom skrupolozament iżda s-soċjetajiet l-oħra naqqsu milli jonoraw l-obbligi tal-pagament tagħhom, ikkawża u għadu qed jikkawża danni ingenti lir-rikorrenti proprio;

- 7. Illi s-soċjeta' Crossrange Holdings Limited tneħhiet mir-Registru tal-Kumpaniji stante li waqqfet topera.
- 8. Illi għalhekk kellha ssir din il-kawża.

Għaldaqstant, in vista tal-premess, ir-rikorrent umilment jitlob lil din l-Onorabbli Qorti joghġobha:

- 1. **Tiddikjara** li s-soċjeta' konvenuta hija debitrice tar-rikorrenti proprio;
- 2. **Tillikwida** okkorrendo permezz ta' periti nominandi s-somma dovuta mis-soċjeta' konvenuta lir-rikorrenti proprio;
- 3. **Tikkundanna** lis-soċjetaja' konvenuta thallas lir-rikorrenti proprio s-somma likwidata skond it-tieni talba.

Bl-ispejjeż, inkluzi tal-Ittra Uffiċjali datata 5 ta' Marzu 2019 u tal-Mandat ta' Sekwestru pprezentat kontestwalment, u bl-imgħaxx dekorribbli skond il-liġi kontra l-konvenuti, li r-rappreżentanti tagħhom huma minn issa inguniti in subizzjoni.

B'riserva ta' kull azzjoni ulterjuri spettanti lir-rikorrenti proprio fil-liġi.

Avv. Franco Galea
58, Triq l-Ifran, Valletta

19 DEC 2020

Illum.....
 Ippreżentata mill-.....
 B/bla dok.....
P.L. J.P. Busuttil
 B zewġ dok (2)
 Annette Spiteri
 Deputat Registratur
 Qrati tal-Gustizzja (Malta)

P.L. Jean Pierre Busuttil
58, Triq l-Ifran, Valletta

Notifika: Steward Malta Limited - STEWARD MALTA, ST. LUKE'S HOSPITAL CAMPUS, GUARDAMANGIA HILL, Pieta PTA 1312, Malta

Illum 19th December 2020
 Deher/Dehret Franco Galea
 I.D./Passaport Nru: 402281 M
 halef/halfet il-korrettezza ta' dan l-att wara li grajtulu/grajtulha.

Fil-Prim'Awla tal-Qorti Civili

JEAN PIERRE BUSUTTIL B.A. (law). L.P.
 Commissioner for oaths

Avukat Franco Galea, detentur tal-Karta tal-Identita' numru 402281(M) ta' 58, Triq L-Ifran, Valletta bhala mandatarju speċjali tal-assenti Mohammed Shoaib Walajahi, detentur tal-Passaport Numru AQ 6789064 u Sarwat Shoaib Walajahi detentriċi tal-Passaport Numru AP6784533

Vs

Steward Malta Limited (C-70546)

Lista ta' Xhieda:

1. Ir-rikorrenti proprio għall-konferma tal-fatti sabiex jixdu ulterjorment.
2. Rappreżentanti, impjegati, u uffiċjali preżenti in passati tas-socjetajiet konvenuti sabiex jixdu in subizzjoni u/jew in kontro-eżami
3. Rappreżentanti, ministri, impjegati preżenti u passati tal-Gvern ta' Malta u ta' entitajiet imwaqqfa mill-Gvern ta' Malta u/jew entitajiet li fihom għandu itneress il-Gvern ta' Malta sabiex jixdu fuq fatti tal-każ partikolarment dawk li kienu jokkupaw tali inkarigi jew pozizzjonijiet sa mill-2015 sal-lum.
4. Rappreżentanti ta' banek lokali u esteri sabiex jixdu dwar il fatti, kredituri u debituri, kif ukoll fornituri preżenti u passati tal-konvenuti sabiex jixdu dwar il-fatti.
5. Rappreżentanti tal-Malta Business Registry u diretturi, Qrati Ċivili u Tribunali sabiex jixdu dwar il-fatti u sabiex jipprezentaw atti u fatti għall-kawża de quo.
6. Ix-xhieda kollha li ser jiġu indikati mill-kontroparti in eżami u/jew in kontroezami
7. *Avukat preżenti u passati tad-ditta DF Advocates fartham Avukat Deborah Chappell*

Avv. Franco Galea
58, Triq l-Ifran, Valletta

~~P.L. Jean Pierre Busuttil~~
58, Triq l-Ifran, Valletta

Fil-Prim'Awla tal-Qorti Civili

Avukat Franco Galea, detentur tal-Karta tal-Identita' numru 402281(M) ta' 58, Triq L-Ifran, Valletta bhala mandatarju speċjali tal-assenti Mohammed Shoaib Walajahi, detentur tal-Passaport Numru AQ 6789064 u Sarwat Shoaib Walajahi detentriċi tal-Passaport Numru AP6784533

Vs

Steward Malta Limited (C-70546)

Elenku tad-Dokumenti:

1. DOK FG1 – *Introducer's Settlement Agreement* datat 6 ta' Marzu 2015
2. DOK FG2 - Skrittura privata datata 19 ta' Gunju 2015



Avv. Franco Galea
58, Triq l-Ifran, Valletta



P.L. Jean Pierre Busuttil
58, Triq l-Ifran, Valletta

Frnd
FGI 5



ADVOCATES
DEGUARA FARRUGIA

INTRODUCER FEE
SETTLEMENT AGREEMENT

BETWEEN

MOHAMMAD SHOAIB WALAJAHI

AND

SARWAT SHOAIB WALAJAHI

AND

CROSSRANGE HOLDINGS LIMITED

Deguara Farrugia Advocates

Il Piazzetta A, Suite 41, Level 4
Tower Road, Sliema SLM 1607 Malta.

Tel: +356 21340401

Fax: +356 21340916

info.dfadvocates.com

www.dfadvocates.com

Handwritten signature

Handwritten initials 'ST'

Handwritten initials 'R'

An Introducer Fee Settlement Agreement (hereinafter referred to as the "Agreement" made this 6th day of March of the year 2015

PARTIES:

- (1) **MOHAMMAD SHOAB WALAJAHI**, holder of Pakistani passport with number AQ 6789063 and residing at Apartment 801, Churchill Residency Tower, Business Bay, Dubai, United Arab Emirates (hereinafter referred to as the "MSW");
- (2) **SARWAT SHOAB WALAJAHI**, holder of Pakistani passport with number AP 6784533 and residing at Apartment 801, Churchill Residency Tower, Business Bay, Dubai, United Arab Emirates (hereinafter referred to as the "SSW");
- (3) **CROSSRANGE HOLDINGS LIMITED**, a private limited liability company registered under the Laws of Malta with company registration number C 68064, and having its registered office at 'Crossbow House', 78, Cospicua Road, Paola, Malta, represented hereon by Ram Tumuluri, bearer of Canadian Passport numbered GK 868101, as duly authorised (hereinafter referred to as the "Company");

(hereinafter MSW, SSW and Company shall collectively be referred to as the "Parties")

PREAMBLES:

WHEREAS MSW has provided Services to the Company, particularly the introducer services in connection with the Project and the entry into, and execution of, the Memorandum of Understanding, in relation thereto, as further defined hereunder;

WHEREAS the Parties agree that MSW will no longer provide the Services to the Company and the Parties are consequently agreeing to terminate the engagement of MSW with the Company;

WHEREAS the Company is desirous to settle all pending dues owed to MSW and, accordingly, the Parties have agreed on a total sum to be paid by the Company to MSW, qua fees, for all the Services rendered by MSW to the Company to date;

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WHEREAS the Parties are desirous to enter into this Agreement subject to the terms and conditions stipulated herein;

In consideration for the sum set out below, and the mutual promises and covenants of the Parties, the sufficiency of which is hereby acknowledged by each party, the Parties hereby **AGREE AS FOLLOWS**:

CLAUSE 1 – DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise defined herein or the context otherwise requires or implies, the following words and expressions shall have the following meanings respectively:
- 1.1.1 “**Companies Act**” shall mean the Companies Act (Chapter 386 of the Laws of Malta).
 - 1.1.2 “**Confidential Information**” shall mean and shall include all information (whether recorded or not and, if recorded, in whatever form on whatever medium and by whomsoever recorded) relating to all or any part of the business, property, assets, activities, products, services, financial affairs, management, administration, customers or clients of the Company, of any Related Party of the Company or of any customer or client of the Company and/or of any such Related Party, and without prejudice to the generality of the foregoing it includes any and all business plans, reports, data, correspondence, client information sheets, documentation whatsoever prepared, altered or reviewed by MSW for and on behalf of or for the benefit of the Company and/or any Related Party of the Company and any and all intellectual property of the Company and/or any Related Party of the Company;
 - 1.1.3 “**Final Agreement**” shall mean the definitive final agreement, relating to the Project, to be entered into and executed by and between the Company and/or any Related Party of the Company, the Government of Malta and/or any other party, as may be applicable, leading to the finalization of, and the coming into effect of, all the terms stipulated in the Memorandum of Understanding, and the takeover by the Company and/or any Related Party of the Company of the operation of all the sites forming part of the Project.
 - 1.1.4 “**Government of Malta**” shall mean the Government of the Republic of Malta;
 - 1.1.5 “**Memorandum of Understanding**” shall mean the Memorandum of Understanding executed on the 10th October 2014 by and between the Government of Malta and the Investors, as further defined and stipulated in the Memorandum of Understanding.

1.1.6 "Project" shall mean the entire project consisting *inter alia* of the construction, development, extension, operation and setting up of the sites presently occupied by the 'Gozo General Hospital' in Gozo and 'St. Luke's Hospital', including 'Karen Grech Rehabilitation Hospital', in Malta, as defined in further detail in the Memorandum of Understanding, and/or including, if and where applicable, any additional site/s and/or operation/s which may now or in the future form part of the Project.

1.1.7 "Related Party of the Company" shall mean and shall include:

1.1.7.1 Any person or company beneficially owning, directly or indirectly, ten per cent (10%) or more of the ordinary share capital of the Company or able to exercise, directly or indirectly, ten per cent (10%) or more of the voting power at any general meeting of the Company; or

1.1.7.2 Any person or company controlled by a person who meets one or both of the descriptions given in Clause 1.1.7.1 above; or

1.1.7.3 Any company ten per cent (10%) or more of whose ordinary share capital is beneficially owned, directly or indirectly, by the Company and any company in which the Company can exercise a voting power of ten per cent (10%) or more; or

(hereinafter the persons and entities referred to in Clauses 1.1.7.1, 1.1.7.2 and 1.1.7.3 above shall collectively be referred to as "Associated Person/s")

1.1.7.4 Any director or officer of the Company or of any Associated Person of the Company.

1.1.8 "Services" shall mean all the introducer services provided by MSW to the Company, particularly but not limitedly, the introducer services provided by MSW to the Company in connection with the Project and the entry into, and execution of, the Memorandum of Understanding in relation thereto, and including any and all service that may be ancillary to the introducer services and/or other service otherwise provided by MSW to the Company.

1.1.9 "Undertaking" shall mean an undertaking as defined in Article 2(2) of the Companies Act, and the term "Subsidiary Undertaking" shall be construed accordingly;

- 1.2 In this Agreement, unless otherwise expressly stated or the contrary intention appears:
 - 1.2.1 Any capitalised term contained within inverted commas and within parenthesis in any provision of this Agreement shall have the meaning respectively assigned to it in the said provision where it is so contained;
 - 1.2.2 Words importing the masculine gender shall include the feminine gender, and vice-versa, and words importing the neuter gender shall include the masculine and the feminine gender;
 - 1.2.3 References to a Clause or Paragraph are made to a Clause or Paragraph of this Agreement;
 - 1.2.4 References to a person include references to any person, whether natural or legal and whether registered or not and whether incorporated or unincorporated, and includes (without limitation) an Undertaking.
 - 1.2.5 The headings in this Agreement are inserted for convenience only and do not affect its construction.
 - 1.2.6 The preambles shall be construed as constituting an integral part of this Agreement.
 - 1.2.7 Any reference to a Party to this Agreement includes a reference to his/its successors in title and permitted assigns, if any.

CLAUSE 2 – SETTLEMENT

- 2.1 The Parties are hereby reciprocally agreeing and binding themselves that the engagement of MSW for the provision of the Services shall be considered terminated as of the date of this Agreement.
- 2.2 In consideration of the covenants and undertakings hereinafter made and agreed to by and between MSW and the Company in this Agreement, the Company hereby undertakes to pay to MSW, who accepts:
 - 2.2.1 the sum of thirty thousand Euros (€30,000) within thirty (30) days of execution of this Agreement (hereinafter referred to as the “First Fee”); and
 - 2.2.2 subject to the provisions of Clause 2.3, Clause 2.4, the sum of two million and eight hundred thousand Euros (€2,800,000) (hereinafter referred to as the “Second Fee”),

in full and final settlement of all the Services rendered by MSW to the Company and/or any Related Party of the Company, if applicable, up to the date of this Agreement.

2.3 The Second Fee shall be paid by the Company to MSW within sixty (60) days from the execution by and between the Company and/or any Related Party of the Company, the Government of Malta and/or any other party, as may be applicable, of the Final Agreement.

2.4 The Parties agree that, in the event that the Final Agreement is not entered into and executed by the relevant parties thereto, for any reason whatsoever, the Second Fee will not be due and payable by the Company to MSW, and consequently the Company will no longer be bound to affect payment to MSW of the Second Fee, as set out in Clause 2.2 and Clause 2.3 of this Agreement. Upon the occurrence of such an event, the Company will be *ipso facto* released from its obligations to affect payment to MSW of the Second Fee in terms of Clause 2.2 and Clause 2.3 of this Agreement. For the avoidance of doubt MSW and SSW waive any entitlement to receive the Second Fee and/or any other compensation or fee whatsoever, as the case may be, and further waive all of their rights to file any action/claim/dispute in any jurisdiction against the Company and/or any present or future Related Party of the Company to obtain the Second Fee and/or any form of compensation whatsoever in any jurisdiction.

2.5 The Second Fee shall be delivered by the Company through a bank transfer in the bank account indicated and notified in writing by MSW to the Company in terms of Clause 6 of this Agreement. The Parties agree that any and all bank charges and/or any other charges incurred by virtue of the bank transfer made by the Company to MSW of the Second Fee shall be solely and entirely borne by MSW. In the event that said charges are incurred upon the bank transfer being affected, the Company will provide for any and all charges, incurred by virtue of the bank transfer by the Company to MSW of the Second Fee, to be reduced from the amount representing the Second Fee.

2.6 Without prejudice to Clause 2.2 of this Agreement, the Parties agree that the Second Fee shall be paid by the Company to MSW in full and final settlement of any and all claims, rights, actions and disputes which MSW may now or in the future have or claim or allege to have in respect of the Company and/or any present or future Related Party of the Company.

Provided that the payment of the Second Fee by the Company to MSW shall be made without, and nothing contained in this Agreement amounts to or shall be deemed as, any admission on the part of the Company and/ or any Related Party of the Company of any claim, right, action or dispute now or in the future made, claimed or alleged by MSW and/or SSW in connection with any claim, right, action or dispute now or in the future made, claimed or alleged by MSW and/or

SSW against the Company and/or any present or future Related Party of the Company.

2.7 MSW and SSW hereby renounce to and release and discharge the Company and any Related Party of the Company from any and all claims, rights, actions and disputes whatsoever, contractual or otherwise, and whether present, future, contingent or otherwise, arising from or in connection with:

2.7.1 the Services rendered by MSW to the Company and to any Related Party of the Company at any time prior to the date of this Agreement;

2.7.3 any engagement and/or employment and/or business relationship and/or involvement which could now or at any time prior to the date of this Agreement have existed between the Company and/or any Related Party of the Company and MSW;

and MSW and SSW hereby agree and undertake in favour of the Company and any Related Party of the Company that they shall not at any time after the date of this Agreement make, claim or allege any such claim, right, action or dispute and shall desist from instituting any proceedings in connection with the same in any jurisdiction.

2.8 For the avoidance of doubt, SSW declares and confirms that no fees, remuneration and/or any compensation whatsoever is due by the Company and/or any Related Party of the Company to SSW.

CLAUSE 3 – CONFIDENTIALITY AND NON-COMPETE

3.1 Without prejudice to MSW's obligations at law, MSW hereby agrees and undertakes in favour of the Company and/or any Related Party of the Company that he shall at all times keep confidential and take all reasonable and proper steps to keep confidential, and shall not at any time without the prior written consent of the Company disclose or attempt to disclose to any person, the existence and contents of this Agreement and any and all Confidential Information which was disclosed to or obtained by him or otherwise came to his knowledge in the course of, in the performance of, or otherwise pursuant to or in connection with, MSW's involvement and/or business relationship with the Company and/or any Related Party of the Company, or otherwise pursuant to or in connection with any employment and/or engagement which could now or at any time prior to the date of this Agreement have existed (whether in Malta or elsewhere) between MSW, the Company and/or any Related Party of the Company.

3.2 MSW hereby warrants in favour of the Company that he has not at any time prior and up to the date of this Agreement disclosed to any person any Confidential Information referred to in Clause 3.1.

3.3 MSW hereby warrants in favour of the Company that he is not in possession of any documents, disks, tapes and other material (in whatever form and medium, including computer software) containing or referring to any Confidential Information referred to in Clause 3.1 and/or any copies or extracts of such documents, disks, tapes and other material and it is hereby understood and agreed by and between the parties that all Confidential Information as is referred to in Clause 3.1 and any and all such documents, disks, tapes, material, copies and extracts (by whomsoever the same were made, drawn up, prepared or compiled) shall be deemed to be the sole property of the Company at all times and the provisions of Clause 3.4 shall apply to such documents, disks, tapes, materials, copies and extracts accordingly.

3.4 MSW hereby warrants in favour of the Company that he has returned to the Company all, and is not in possession of any, property, objects, articles, materials or other things belonging to the Company and/or any Related Party of the Company.

Provided that in the eventuality that after the execution of this Agreement it results that MSW has in his possession any such property, objects, articles, materials or things, then, without prejudice to any remedy which the Company may have under this Agreement or at law, MSW hereby undertakes and binds himself in favour of the Company, to return the same to the Company at his sole expense immediately upon becoming aware that the same is in his possession.

3.5 MSW hereby agrees and undertakes in favour of the Company that he shall not at any time represent himself with any person as having any connection or relation whatsoever with the Company and/or any Related Party of the Company. Furthermore MSW hereby agrees and undertakes in favour of the Company not to contact, whether directly or indirectly, any clients, customers, business partners/associates of the Company and/or any Related Party of the Company, and any and all of the parties involved in the Project.

3.6 MSW hereby agrees and undertakes not to directly and/or indirectly compete with the Company by serving as an officer, beneficial owner, director, agent, employee, introducer, consultant to, or partner up and/or hold any other post whatsoever with, any firm, entity or individual substantially engaged and/or involved in a business similar and/or competitive to the business of the Company.

3.7 The Parties hereby acknowledge and agree that the provisions in Clause 3.6 of this Agreement shall remain in effect for ten (10) years from the date of this

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Agreement and shall not be restricted and/or limited to any particular geographic area.

- 3.8 The Parties hereby acknowledge and agree that upon any breach or threatened breach of any of the provisions in Clause 3 of this Agreement by MSW, the provisions of Clause 4 of this Agreement shall apply.
- 3.9 The provisions of this Clause 3 shall survive the termination (for any reason whatsoever) of this Agreement.
- 3.10 SSW hereby appears on and executes this Agreement *inter alia* in order to acknowledge and confirm without reservation this Agreement and hereby unconditionally and irrevocably binds herself by this Clause 3 hereof and accordingly declares herself to be subject to the provisions of this Clause 3.

CLAUSE 4 - REMEDIES

- 4.1 Without prejudice to any other right or remedy which may be competent to the Company in terms of this Agreement and/or at law, in the event that MSW and/or SSW fail to perform any obligation in terms of this Agreement or are in breach of any warranty, undertaking or covenant given or made by them under this Agreement or are otherwise in breach of this Agreement:
 - 4.1.1 MSW shall, upon receipt from the Company of a notice in writing specifying the nature of such failure or breach, automatically forfeit his right to receive the First Fee and the Second Fee, and/or any unpaid installment thereof, and MSW shall be obliged to return the First Fee and the Second Fee, and/or any installment thereof, already paid to MSW by the Company in terms of this Agreement within seven (7) days of the receipt of such notice, in the bank account indicated by the Company in the notice;
 - 4.1.2 the renunciations, releases, discharges and undertakings made by MSW and SSW in favour of the Company under Clause 2.7 of this Agreement shall continue to apply in full force and effect, notwithstanding the receipt by MSW of the notice referred to in Clause 4.1.1 of this Agreement and the occurrence of the consequences of failure or breach by MSW contemplated in the other paragraphs of this Clause 4.1; and
 - 4.1.3 MSW and SSW shall at all times (even after termination of this Agreement for any reason whatsoever) indemnify and keep harmless the Company and/or any present or future Related Party of the Company against and from any claims, damages, losses, costs and expenses

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(including legal and judicial costs and expenses) and other liabilities whatsoever which may at any time be made against, incurred or suffered by the Company and/or any present or future Related Party of the Company as a result of the said breach or failure by MSW and/or SSW.

CLAUSE 5 - TERMINATION OF OTHER AGREEMENTS

- 5.1 The Parties hereby declare and agree that any and all contracts (whether written or verbal) which could now or at any time prior to the date of this Agreement have existed between MSW and the Company and/or any Related Party of the Company are hereby being terminated with immediate effect and MSW and the Company do not owe to each other any obligation in terms thereof and hereby renounce to any claim which they may have against each other in connection thereof.
- 5.2 Nothing contained in this Agreement (including, without prejudice to the generality of the foregoing, the provisions of Clause 5.1) amounts to or shall be deemed as, any admission on the part of the Company that there exists or at any time prior to the date of this Agreement existed any contract as referred to in Clause 5.1 between MSW and the Company and/or any Related Party of the Company.

CLAUSE 6 - NOTICES

- 6.1 Save where otherwise expressly provided in this Agreement, any directions, instructions, authorisations, notices or other communications required or permitted to be given or made under this Agreement shall be in writing and duly signed by the respective Party and delivered to the following address, fax number or e-mail address of the other Party (or to such other address, fax number or e-mail address as the Parties may from time to time notify in writing to each other):

If to the Company:

Address: Il Piazzetta A, Suite 41, Tower Road, Sliema, SLM 1607
 Fax: (00356) 21340961
 E-mail: info@dfadvocates.com

If to MSW:

Address: 58, Old Bakery Street, Valletta, Malta
 Fax: 00356 21250857
 E-mail: michaelsciriha@sagajuris.com

If to SSW:

Address: 58, Old Bakery Street, Valletta, Malta
 Fax: 00356 21250857

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E-mail: michaelsciriha@sagajuris.com

6.2 Any such notice shall be deemed to be received by the Party to whom it is addressed:

6.2.1 If sent by post, two (2) business days after the day of posting thereof;

6.2.2 If sent by fax, on receipt by the sender of a transmission report indicating that the fax was transmitted to the addressee's fax machine; or

6.2.3 If sent by e-mail, on receipt by the sender of an email 'delivery report' or 'read report'.

CLAUSE 7 – MISCELLANEOUS

7.1 This Agreement shall be construed, governed and enforced in all respects in accordance with the laws of Malta as in force from time to time.

7.2 Each Party submits to the exclusive jurisdiction of the Maltese Courts.

7.3 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement and any party may enter into this Agreement by executing a counterpart.

7.4 The waiver by any Party of a breach of any of the provisions of this Agreement by any other Party shall not be deemed as a waiver of any breach of other provisions of this Agreement or of a subsequent breach of the same or other provisions of this Agreement and the failure to exercise or delay in exercising a right or remedy under this Agreement or at law by any party shall not constitute a waiver of any breach of any of the provisions of this Agreement by any other party.


7.5 The failure to exercise or delay in exercising a right or remedy under this Agreement or at law shall not constitute a waiver of the right or remedy or a waiver of any other right or remedy (whether under this Agreement or at law) and no single or partial exercise of any right or remedy under this Agreement or at law shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy (whether under this Agreement or at law).

7.6 If any provision of this Agreement shall be found by any court or other competent judicial authority in any relevant jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to use their best endeavours to attempt to substitute for any invalid


or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

7.7 This Agreement shall construe the entire understanding between the Parties in respect of the subject matter contained herein. This Agreement hereto supersedes all prior agreements, understandings and communications between the Parties with respect to such subject matter hereof.

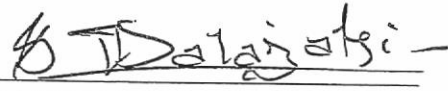
7.8 Each Party shall bear its own costs (including legal costs) associated with the preparation and execution of this Agreement.



MOHAMMAD SHOAIB WALAJAHI
(Pakistani passport number AQ 6789063)

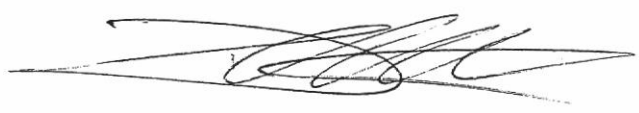


RAM TUMULURI
(Canadian Passport # GK868101)
for and on behalf of
CROSSRANGE HOLDINGS LIMITED
(Company Registration number C 68064)



SARWAT SHOAIB WALAJAHI
(Pakistani passport with number AP 6784533)

**CERTIFIED
TRUE COPY**



Dr. Deborah Anne Chappell LL.B., LL.D. (Melit.)
Deguarra Farrugia Advocates
Il Piazzetta A, Suite 41,
Tower Road, Sliema SLM 1607
MALTA

FGZ/7

PRIVATE AGREEMENT ENTERED INTO TODAY THE 19th JUNE 2015

BY AND BETWEEN:

BLUESTONE INVESTMENTS MALTA LIMITED, a limited liability company incorporated and registered in Malta with company registration number C 67975 and having its registered office at "Crossbow House", 78, Cospicua Road, Paola, Malta, represented hereon by Mr Mark Edward Pawley holder of British Passport with number 7601265955 and Mr Sri Ram Tumuluri holder of Canadian Passport with number GK 868101, as duly authorised, (hereinafter referred to as "Bluestone");

And

VITALS GLOBAL HEALTHCARE LIMITED, a limited liability company incorporated and registered in Malta with company registration number C 70546 and having its registered office at "Crossbow House", 78, Cospicua Road, Paola, Malta, represented hereon by Mr Mark Edward Pawley holder of British Passport with number 7601265955 and Mr Sri Ram Tumuluri holder of Canadian Passport with number GK 868101, as duly authorised, (hereinafter referred to as "Vitals");

And

MOHAMMAD SHOAIB WALAJAHI, holder of Pakistani Passport with number AQ 6789063 and residing at Apartment 801, Churchill Residency Tower, Business Bay, Dubai, United Arab Emirates (hereinafter referred to as "MSW")

And

SARWAT SHOAIB WALAJAHI, holder of Pakistani passport with number AP 6784533 and residing at Apartment 801, Churchill Residency Tower, Business Bay, Dubai, United Arab Emirates (hereinafter referred to as the "SSW");

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Bluestone and Vitals hereby undertake to honour the obligations, formerly undertaken by Crossrange Holdings Limited (C68064) (the "Company") in terms of the 'Introducer Fee Settlement Agreement' dated 6th March 2015 and entered into by and between MSW, SSW and the Company (the "Settlement Agreement") in solidum between themselves and the Company.
2. Subject to Clause 1 hereof, the Parties agree that the provisions of the Settlement Agreement shall apply *mutatis mutandis*.
3. The present shall be regulated in terms of the Laws of the Republic of Malta.

[SIGNATURE PAGE TO FOLLOW]

19/06/2015

Dr. Deborah Anne Chappell LL.B., LL.D. (Melit.)

Deguara Farrugia Advocates

11 Piazzetta A, Suite 41,

Tower Road, Sliema SLM 1607

MALTA

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SIGNATURE PAGE:

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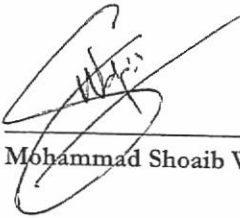
Mark Edward Pawley

Director of **Bluestone Investments Malta Limited** and **Vitals Global Healthcare Limited**

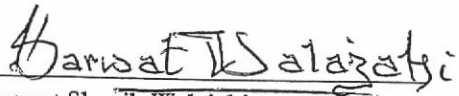


Sri Ram Tumuluri

Director of **Bluestone Investments Malta Limited** and **Vitals Global Healthcare Limited**

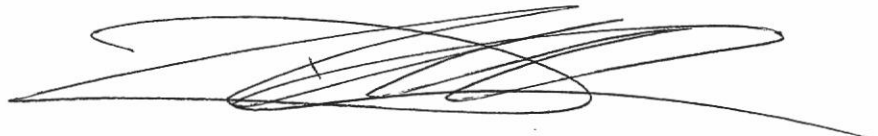


Mohammad Shoaib Walajahi



Sarwat Shoaib Walajahi

**CERTIFIED
TRUE COPY**



Dr. Deborah Anne Chappell LL.B., LL.D. (Melit.)

Degura Farrugia Advocates

Il Piazzetta A, Suite 41,

Tower Road, Sliema SLM 1607

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19/06/2015