CONSULTATION AGREEMENT

This Consultation Agreement is is executed on this ___ day of _____ **2026 at Pune, Maharashtra.**

BETWEEN

Chest Research And Training Private Limited (CREST), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Pune, India.

(hereinafter referred to as **"CREST"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

… PARTY OF THE FIRST PART

AND

Dr. _____, aged ___ years, residing at _____, holding Registration No. _____, duly registered with the _____ Medical Council, and having PAN No. _____ and GSTIN (if applicable) _____.

(hereinafter referred to as the **"Consultant"** or the **"Physician"**, which expression shall, unless repugnant to the context or meaning thereof, include his/her legal representatives, heirs, executors, administrators, and permitted assigns).

…PARTY OF THE SECOND PART

CREST and the **Physician** are hereinafter individually referred to as a **"Party"** and collectively as the **"Parties."**

WHEREAS, CREST Private Limited ("CREST") has been engaged by Cipla Limited ("Sponsor") to conduct an independent physician opinion survey titled " **Physicians' Perceptions of the Impact of an Extended-Dose Pack versus Regular Pack on Adherence to Inhaled Maintenance Medication in Asthma and COPD: A Cross-Sectional Survey** " for the purpose of collecting professional medical opinions from practicing physicians.

AND WHEREAS, the said study is intended solely to obtain independent professional opinions through a structured online questionnaire for research, scientific, educational, and analytical purposes, and does not involve the promotion, endorsement, or prescription of any pharmaceutical product.

AND WHEREAS, the Consultant is a duly qualified and registered medical practitioner possessing the requisite qualifications, experience, and expertise to provide independent professional opinions on the subject matter of the study.

AND WHEREAS, the Consultant has voluntarily agreed to participate in the physician opinion survey and provide independent professional opinions in accordance with the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. PURPOSE

1.1 CREST hereby appoints the Consultant on a non-exclusive basis to participate in the physician opinion survey.

1.2 The Consultant accepts such appointment and agrees to provide independent professional opinions strictly in accordance with this Agreement.

2. SCOPE OF SERVICES

The Consultant shall:

a. Participate in the physician opinion survey.

b. Complete the online questionnaire containing approximately 15–20 questions.

c. Provide responses based solely upon his/her independent professional knowledge, experience, and clinical judgment.

d. Provide truthful, complete, and unbiased responses.

e. Submit the completed questionnaire within the prescribed timeline communicated by CREST.

3. OBLIGATIONS OF THE FIRST PARTY

1. Provide the Second Party with the survey questionnaire and necessary instructions.
2. Conduct the survey in accordance with applicable laws and ethical standards.
3. Pay the agreed honorarium, along with applicable GST (if any), subject to statutory deductions.
4. Provide reasonable support for completion of the survey.

3 A) OBLIGATIONS OF THE SECOND PARTY

1. Complete the survey honestly, independently, and within the prescribed timeline.
2. Maintain the confidentiality of all study-related information.
3. Comply with applicable laws, professional ethics, and obtain necessary approvals, if required.
4. Disclose any conflict of interest that may affect participation.
5. Acknowledge that the honorarium is solely for professional consultation and not for promoting or prescribing any product. The Consultant shall provide his/her independent professional opinion.
6. The Consultant shall not be under any obligation to provide favourable opinions regarding any pharmaceutical product.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on the Effective Date and shall remain valid until completion of the survey and payment of the honorarium unless terminated earlier under this Agreement.

4.2 Either Party may terminate this Agreement by written notice if:

a. the other Party commits a material breach and fails to cure such breach within fifteen (15) days;

b. continuation becomes unlawful;

c. the study is withdrawn or cancelled.

Where the Consultant has substantially completed the agreed services prior to termination, CREST may, at its discretion, pay the honorarium on a proportionate basis

5. CONSIDERATION

5.1 Subject to satisfactory completion of the survey, CREST shall pay the Consultant a professional honorarium of **Rs.15,000/- (Rupees Fifteen Thousand only)**.

5.2 Payment shall be made within **15 days** from completion of the survey and receipt of all necessary documents.

6. CONSULTANT'S REPRESENTATIONS

The Consultant represents and warrants that:

6.1. He/she is duly qualified and registered with the appropriate Medical Council.

6.2. Participation is voluntary.

6.3. Responses shall represent his/her own independent views.

6.4. Participation does not violate any employment contract, hospital policy, or applicable law.

6.5. Necessary approvals from his/her employer, if required, have been obtained.

7. CONFIDENTIALITY

7.1 The Consultant agrees to maintain strict confidentiality regarding:

a. Study protocol;

b. Questionnaire;

c. Study documents;

d. Data received;

e. Findings;

f. Sponsor identity, if designated confidential; and

g. Any proprietary information shared by CREST.

7.2 The Consultant shall not disclose any confidential information without prior written consent except where required by law.

8. DATA PRIVACY

8.1 The Consultant consents to CREST collecting, storing, processing, and using his/her personal information solely for conducting the study, making payments, statutory compliance, audit, and publication purposes.

8.2 CREST shall process personal data in accordance with applicable Indian data protection laws.

8.3 Survey responses may be anonymized and aggregated before analysis or publication.

9. INTELLECTUAL PROPERTY

9.1 All questionnaires, study protocols, databases, reports, publications, statistical analyses, and study documents shall remain the exclusive property of CREST and/or the study sponsor.

9.2 The Consultant shall not claim any ownership over the study materials.

9.3 The Consultant shall not publish or distribute the questionnaire or study results without prior written approval from CREST.

10. CONFLICT OF INTEREST

The Consultant shall disclose any actual or potential conflict of interest that may affect his/her participation in the study.

11. NO PROMOTIONAL ACTIVITY

The Consultant acknowledges that:

a. This engagement is purely for obtaining scientific and professional opinions.

b. The Consultant is not engaged to market, advertise, promote, prescribe, recommend, or endorse any pharmaceutical product.

c. Participation in this survey shall not influence the Consultant's clinical judgment or prescribing practices.

12. INDEMNITY

12.1 The Consultant shall indemnify CREST against losses arising from:

a. breach of this Agreement;

b. fraudulent or misleading information furnished by the Consultant;

c. violation of applicable laws by the Consultant.

12.2 CREST shall not be responsible for any independent professional opinion expressed by the Consultant.

13. FORCE MAJEURE

Neither Party shall be liable for delay or failure in performance resulting from events beyond reasonable control, including acts of God, pandemics, governmental restrictions, strikes, war, cyberattacks, or natural disasters**.**

14. DISPUTE RESOLUTION

14.1 The Parties shall first endeavour to resolve any dispute arising under this Agreement through good-faith discussions.

14.2 If the dispute remains unresolved within thirty (30) days, the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

14.3 The arbitration shall be conducted by a sole arbitrator appointed by the Party of the First Part . The seat and venue of arbitration shall be Pune, Maharashtra. The proceedings shall be conducted in the English language.

15. MISCELLANEOUS

15.1 No amendment to this Agreement shall be valid unless made in writing and signed by authorised representatives of both Parties.

15.2 Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party.

15.3 Nothing contained herein shall be construed as creating a partnership, agency, employment or service-provider relationship between the Parties.

15.4 This Agreement constitutes the entire understanding between the Parties in relation to its subject matter and supersedes all prior discussions, negotiations and correspondence.

IN WITNESS WHEREOF

For CREST Private Limited

Authorized Signatory

Name: _____

Designation: _____

Signature: _____

Date: _____

Consultant / Physician

Dr. _____

Medical Registration No.: _____

PAN: _____

GSTIN (if applicable): _____

Bank Details: Bank Name:_____

Name of Account Holder: _____ _____

Account Number:_____

IFSC Code: _____

Signature: _____

Date: _____