

**MEMORANDUM OF UNDERSTANDING (“MoU”)**  
**between**  
**Jalal-Abad International University, (Kyrgyzstan)**  
**and**  
**Max Healthcare Institute Ltd., (India)**

Jalal-Abad International University, 24 Kurmanbek Street, Manas, Jalal-Abad, Kyrgyzstan (hereinafter referred as “**University**”) represented by the Mr. Narbaev Mirsadyk Rahimberdievich acting on the basis of the Statute, on the one part, and Max Healthcare Institute Ltd., a company registered under the laws of India, having its registered address at 401, 4th Floor, Man Excellenza, S. V. Road, Vile Parle (West), Mumbai – 400056 and corporate office at 2<sup>nd</sup> Floor, Captial Cyberscape, Sector 59, Gurugram, Haryana, 122002 India (hereinafter referred as “**MHIL**”) represented by the Associate Vice-President, Dr. Vanita Mittal, acting on the basis of the Statute, on the other part – Jointly hereinafter referred as the Partners and Individually as “Partner” – agreed to the following:

Whereas, University is a recognized institution of higher education, duly established and operating under the laws of the Ministry of Education of Kyrgyzstan, and is engaged in the business of providing academic, professional, and research-based education across various disciplines.

Whereas, MHIL is a leading hospital chain. MHIL owns and operates healthcare facilities at various locations across India and providing.

Now therefore, in consideration of the recitals hereabove and subject to the terms, conditions and covenants set forth hereunder, MHIL and Univesity agree as follows:

**Article 1. Scope and purpose**

1.1 In furtherance of this MoU entered into by Partners on behalf of their respective group companies, the Partners are presently analyzing the feasibility of an envisioned long-term cooperation (the “**Project**”), aimed to enter into future definitive agreements (“**Definitive Agreements**”):

- a) This MoU provides basis for cooperation between the Partners making the definitive agreement in the areas of medicine, science and education.
- b) The Partners agree to provide counseling, informational, technical and other kind of assistance within the joint work.
- c) The Partners agree to promote the development of academic mobility, joint events, implementation of joint projects and scientific research.

**Article 2. Terms of cooperation**

2.1 The further details, as well as financial issues shall be determined by a supplemental agreement within the framework of this MoU.

**Article 3. Commencement and duration**

3.1 This Memorandum of Understanding (“MoU”) is established in duplicate and written in Russian and in English, both texts being equally authentic.

3.2 The MoU will come into effect when signed and sealed by both Partners. It will remain in force for a period of **five years**. upon expiry of five year from the date of signature, unless extended by mutual agreement in writing, for maximum further period of Five year; or.

3.3 The MoU can be terminated by each Partner with no later than six months' notice before the end of the termination date.

3.4 In case of force majeure the MoU can be suspended.

#### **Article 4. Confidentiality**

4.1 "Confidential Information" means All or any information acquired by each of the Partner from the other in relation to the MoU

Such Confidential Information shall be treated as confidential by the recipient and shall not be used otherwise than for the Project/ assignments of this MoU without the prior written consent of the Partner providing such information, unless such information is:

- (a) or later becomes public knowledge other than by breach of terms; or
- (b) in the possession of the recipient with the full right to disclosure prior to its receipt from the other Partner; or
- (c) independently and lawfully received by the recipient from a third party having full right to disclosure; or
- (d) required by a court of law or other competent public body or by the statute.

4.2 Notwithstanding the generality of the aforementioned provision, each Partner agrees that it and its affiliates and their respective employees shall at all times ensure that the confidentiality of the MoU plans, proprietary technology, intellectual property and all other information relating to the MoU/ Project in hand and/or other Partner are kept confidential and shall not disclose such Confidential Information without the prior written consent of the other Partner. Upon termination, each Partner shall (and shall use all reasonable endeavours to procure that its affiliates, and its officers and employees shall):

- (a) return to the other Partner all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Partner Confidential Information; and
- (b) erase all the other Partner Confidential Information from computer and communications systems and devices used by it, including such data storage services provided by third parties (to the extent technically and legally practicable).

#### **Article 5. Ownership of Intellectual Property Rights**

5.1 Each Partner retains ownership of its pre-existing Intellectual Property Rights (Background IP) and grants the other a non-exclusive, royalty-free license, perpetual license to use it with prior written approval from such Partner. Intellectual Property Rights developed during the MoU (Developed IP) will be jointly owned if created collaboratively, or solely owned by the developing Partner if created independently, with corresponding usage rights granted to the other Partner. Both Partners agree to protect each other's IP, notify each other of any infringements, and resolve disputes through negotiation or arbitration. Upon termination, the use of the other Partner's IP must cease, except to fulfill any outstanding obligations, and these IP provisions will survive termination.

5.2 "Intellectual Property Rights" or "IP" shall mean all of the following:

- (i) technology;
- (ii) Copyrights, works of authorship, database rights and any related applications or registrations;
- (iii) Patents, rights to inventions, and any related applications or registrations or disclosure awaiting filing determination;
- (iv) All confidential information, know-how, trade secrets and similar proprietary rights in confidential inventions, discoveries, processes, techniques, devices, methods, designs, patterns and any and all applications thereof, formulae, specifications and lists of suppliers, vendors, customers and distributors;
- (v) Software;
- (vi) Internet domain names;

- (vii) Marks;
- (viii) Renewals or extensions of all such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and
- (ix) All other intellectual property rights, statutory or common law worldwide.

5.3 Each Partner may allow the other using the name or brand "MHIL"/ "University", with prior written approval of each Partner.

#### **Article 6. Indemnification**

6.1 Either Party shall indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents and representatives, and their successors and assigns, from all claims, demands, suits, penalties or actions, at law or in equity, and from all attendant losses, fees, costs, fines and expenses (including legal fees and expenses, and those incurred in establishing the right to indemnification hereunder), whether arising under MoU, tort, including negligence, warranty, strict liability, or from violation of any governmental law or regulation, or otherwise arising from or in any manner relating to such Party's or any of its employees' or agent's breach of this MoU or the acts or omissions of such Party or any of its employees or agents, relating to the performance of its obligations hereunder.

6.2 In no event shall the either Party or their respective directors, officers, members, employees, agents, transferees, successors and assigns be liable to the other party for incidental, punitive, indirect, consequential or special damages, including lost profits, whether foreseeable or unforeseeable (and whether or not advised of the possibility thereof), arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, arising out of or related to this MoU.

#### **Article 7. Governing Law and Dispute Resolution**

Since the substantive place of Territory is India, this MoU shall be governed by the laws of India without reference to conflicts of laws and Courts of New Delhi, India shall have an exclusive jurisdiction for any controversy, claim, dispute, or question arising out of, or in connection with, or in relation to, the validity, interpretation of MoU.

#### **Article 8. Miscellaneous**

8.1 Except with respect to the binding provisions, the Parties shall only become bound to take any action with regard to the Project when and if they negotiate and sign mutually acceptable fully termed written Definitive Agreements, if any, and only subject to the terms provided therein (and, in the case of either Party, following prior approval, if any, by its own internal competent bodies), and when any conditions to effectiveness of such Definitive Agreements as imposed by mandatory provisions of law or as agreed at the time by the Parties, have been satisfied (including, without limitation, receipt of any necessary consents and approvals from third parties, including governmental authorities, and any clearance from competent Antitrust Authorities, if required by applicable law).

8.2 This MoU contains the whole agreement and understanding between the Parties with regard to the matters dealt with herein and unless otherwise mentioned, supersedes any prior agreement, understanding, arrangement or promises, whether written or oral, relating to the subject matter of this MoU.

8.3 If any part of this MoU is found invalid or unenforceable, the rest will remain effective. The parties will in good faith replace the invalid provision with a valid one that closely matches the original intent.

- 8.4 Promptly after the execution of this MoU, the Parties shall designate their respective teams, to be formed by representatives appointed by each Party, with the purpose of Project. It being understood that the Parties shall use their reasonable efforts to expedite the process.
- 8.5 No Party shall assign its rights hereunder without the prior written consent of other Party.
- 8.6 Notices: Unless stated otherwise in this MoU, all notices, demands, or communications must be in writing and sent to :


**If to MHIL**

Address : 2nd Floor, Capital Cyberscape, Sector 59, Gurgaon,  
Haryana, 122102, India  
Attn : Gagan Palta, Director and General Counsel Legal  
Email : maxlegal@maxhealthcare.com

**If to Jalal-Abad International University**  
Name of the University  
Address : 24 Kurmanbek Street, Manas city, Jalal-Abad, Kyrgyzstan  
Attn : Dr. Dipak Chaulagain, Vice-Rector (International Relation)  
Email : info@jaiu.kg

- 8.7 No remedy in this MoU is exclusive; all remedies are cumulative and in addition to those available by law or equity. Choosing one remedy does not waive the right to pursue others.
- 8.8 Costs: Each of the Parties shall be responsible for and bear its costs and expenses incurred in connection with the discussions in reference to MoU.
- 8.9 No modification, amendment or waiver of any of the provisions of this MoU shall be effective unless made in writing specifically referring to this MoU and duly signed by each of the Parties.
- 8.10 Independent Contractor: MHIL relationship to the University under this MoU shall be that of an independent contractor and not an agent, joint venture, or partner of University. University shall have any no authority to represent, bind or act on behalf of MHIL.
- 8.11 Counter Part: This MoU may be executed in one or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same agreement. The MoU is the sole agreement between the Parties concerning the subject matter hereof and shall not be altered or amended except in writing duly executed by all Parties. Should any part or provision of this MoU, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this MoU had been executed with the invalid or illegal portions thereof eliminated.

**Signatures**

<p>Rector /of the Jalal-Abad International University</p>  <p><i>[Signature]</i> /Mr. Narbaev Mirsadyk Rahimberdievich</p>	<p>_____ of the Max Healthcare Institute Ltd.</p> <p>_____ / Dr. Vinita Jha</p>
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