



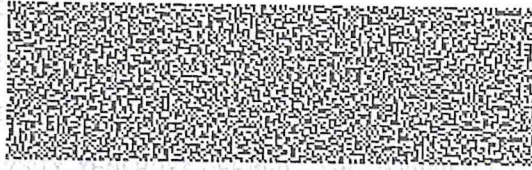
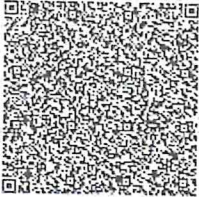
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA35651217626110T
 Certificate Issued Date : 01-Jul-2021 02:47 PM
 Account Reference : NONACC (FI)/ kacrsf108/ MANGALORE9/ KA-DK
 Unique Doc. Reference : SUBIN-KAKACRSFL0838454159684373T
 Purchased by : YENEPOYA DEEMED TO BE UNIVERSITY
 Description of Document : Article 12 Bond
 Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : YENEPOYA DEEMED TO BE UNIVERSITY
 Second Party : HELYXON HEALTH CARE SOLUTIONS PRIVATE LIMITED
 Stamp Duty Paid By : YENEPOYA DEEMED TO BE UNIVERSITY
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) entered into at Chennai on this 30th day of Jun, 2021.

bs somayaji
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore - 575 018

ATTESTED

Dr. Gangadhara Somayaji KS
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BETWEEN

Yenepoya (Deemed to be University), Mangaluru- 575018 represented by Registrar, Yenepoya (Deemed to be University hereinafter called as 'YU' (which expression shall, wherever the context so admits, include its successors-in-office, legal representatives and assigns) of the first part;

AND

HELYXON Healthcare Solutions Private Limited, a Company registered under the Companies Act, 2013 (with Regn. No. U72200KA2007PTC041774) having its registered office at IITM Research Park, Taramani, Chennai -600113 and represented by its authorized representative Mr. KN Vijai Shankar Raja and hereinafter called as 'the Company' (which expression shall, wherever the context so admits, include its successors-in-office, legal representatives and assigns) of the other part WITNESSETH AS FOLLOWS:

"YU" and the Company shall hereinafter be referred to individually as "Party" and collectively as "Parties".

WHEREAS "YU" is a Deemed to be University under section 3A of the UGC Act 1956 in 2008 and has ten constituent colleges. University has been accredited by NAAC with "A" grade. Yenepoya Medical college hospital has been accredited with NABH and laboratory services with NABL. The Deemed to be University has been ranked under 4 star category by K-SURF, Government of Karnataka 2018 and placed 86th in NIRF ranking of MHRD, Govt. of India.

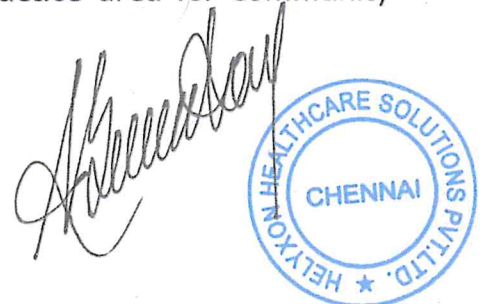
'YU' has Yenepoya medical college and hospital which is a multi-specialty, tertiary care hospital established in 1999 providing comprehensive quality health services to the people in and around coastal Karnataka. The hospital has 1100 bed facilities with both general and private wards.

'YU' has state of art Research facility and field practice area for community based participatory research.


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As a part of social responsibility 'YU' is providing cost effective, quality health care through several outreach activities by community and rural development departments of constituent colleges and in collaboration with various non-governmental organizations and district health and family welfare department.

AND WHEREAS the Company is engaged in R&D and manufacturing of high tech healthcare products & solutions and with a vision to provide cost effective solutions for healthcare delivery system with focus on Personal, Hospital & Community health;

Department of community medicine, Yenepoya Medical College will be the coordinating department from 'YU'.

AND WHEREAS both the parties hereto have agreed to work together so as to facilitate advancement of knowledge in technology and also to collaborate in the identified areas of mutual interest, subject to the terms and conditions set forth herein below;


NOW, THEREFORE, THE PARTIES HERETO EXECUTE THIS MOU in consideration of the premises and terms and conditions contained herein and agree as follows:

1.0. Objectives of the MoU:

The objectives of this MoU is to promote collaboration between "YU" and the Company in mutually beneficial areas such as (a) sharing and updating scientific and medical knowledge, in general and updating and propagating academic and technological knowledge in the field of IOT & mobile Health, which is an emerging technology, in particular; (b) developing collaborative joint research projects.

2. 0. Responsibilities :

2.1 "YU" and 'the Company' will collaborate with each other to initiate joint Research & Development Projects in the field of Digital Health Sciences and in relation to validation of newer gadgets & techniques. Further


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aspects relating to this collaborative activity will be governed by a separate Agreement finalized on mutual discussion of the Parties hereto.

2.2 "YU" will work together with the Company in organizing and conducting 'Industry oriented training programs' and 'skill development programs' for the students with a view to enhance their practical knowledge on the subject.

2.3 "YU" will inform the Company of the details relating to conferences/seminars/workshops conducted by it, from time to time, so that delegates from the Company can register, attends as per the rules and regulations and benefit there from.

2.4 "YU" and 'the Company' will jointly organize and conduct programs relating to the updation of recent digital health and technical advancements in medical science.

3.0. Responsibilities of the Company:

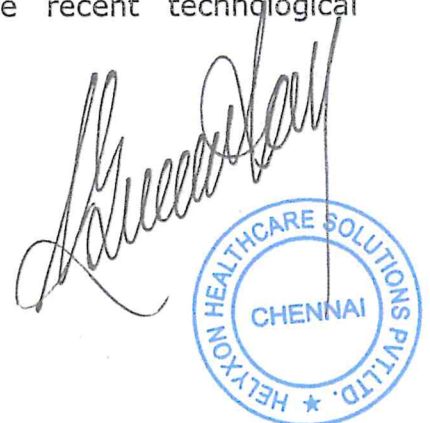
3.1. The Company agrees to grant permission to the students of "YU" for 'industrial visit' to the different manufacturing facilities and Research and Development divisions of the Company, upon the request received from 'YU'.

3.2. The Company will, on the request received from 'YU', depute its personnel at senior level to deliver 'guest lectures' and also provide 'career guidance' to the students of "YU" periodically, in order to enable the students to update with the recent technological advancements in the field.


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Mangalore 575 018, Karnataka.



4.0. Joint Responsibilities:


- 4.1 "YU" and the Company will work together and collaborate with each other in order to identify and develop viable joint 'industrial collaborative research projects'.
- 4.2 "YU" and the Company will collaborate with each other to initiate joint Research & Development Projects in the field of Bio Medical Sciences and in relation to validation of newer gadgets & techniques. Further aspects relating to this collaborative activity will be governed by a separate Agreement finalized on mutual discussion of the Parties hereto.
- 4.3 "YU" and the Company will jointly organize and conduct programs relating to the updation of recent technical advancements in medical science.

5.0. Tenure and Termination:

- 5.1 This MoU will be in force for a period of 3 years with effect from the date of execution and it may be renewed thereafter, in writing, on mutual consent of the parties hereto. No separate notice is required to terminate the MoU after its expiry.
- 5.2 Not with standing the tenure of the MoU, either party is entitled to terminate this MoU by giving one month prior notice, in writing, to the other party. However, both parties will ensure that all activities in progress, as of the date of such prior termination of this MoU, are completed as per the terms specified herein or as agreed to by the parties specifically in the communications exchanged between them.

6.0. Financial Commitment:


- 6.1. This MoU, being a cooperative and collaborative agreement for exploring joint research projects, academic excellence and


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University Road, Deralakatte
Mangalore 575 018, Karnataka.





enhancement of quality of technological education, shall not create any financial commitment whatsoever on either of the parties hereto.

7.0. Confidentiality:

7.1. Both the Parties will protect the Confidential Information which may be received by a Party in pursuance of this MoU and keep confidentiality of the same with the same degree of care as each Party would take in respect of its own confidential information. The Parties will use such confidential information only to serve the purpose for which it was intended and furnished to the other Party. The obligation of confidentiality under this MoU will continue for five (5) years from the date of expiration or prior termination of this MoU.

Provided that the obligation of confidentiality will not be applicable where—

- (i) disclosure of such information is required by law, rules or regulations, or
- (ii) it is known by the concerned Party without restriction prior to disclosure under this MoU; or
- (iii) it is disclosed to the concerned Party by a third party without an obligation of confidentiality; or
- (iv) it is available to the public through no fault of the concerned Party; or
- (v) it is independently developed by the concerned Party

Without knowledge or use of the confidential

information disclosed to it under this MoU.

8.0. Amendments:

8.1. This MoU shall constitute the entire understanding between the parties and supersede all prior or contemporaneous communications. All amendments to the MoU shall be in writing, duly signed by the parties to this MoU.

K S Somayaji
Registrar
Yenepoya (Deemed to be University)
University Road, Derolakatte
Mangalore - 575 018

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Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Derolakatte
Mangalore 575 018, Karnataka.



[Handwritten Signature]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

For
Yenepoya (Deemed to be University)
Ltd.

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Dr. Gangadhara Somayaji K. S.
Registrar,
Yenepota (Deemed to be University)

Seal & Signature
Date: 01/07/2021
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore - 575 018

For HELYXON Healthcare Pvt.

[Handwritten Signature]



K N Vijai Shankar Raja
MD, CEO.

Seal & Signature
Date: 30/July/2021

WITNESS 1:

Name: *DR Abhay Nisgude*
02/07/2021

Address:
ASSOCIATE DEAN - ADMINISTRATION
YENEPOYA MEDICAL COLLEGE
MANGALORE-575018

Signature:

Date :

WITNESS 2:

Name: *Dr. POONAM R NAJ*

Address:

Signature: *[Handwritten Signature]*
Date : 02/7/21

Prof. & H.O.D.
DEPT. OF COMMUNITY MEDICINE
YENEPOYA MEDICAL COLLEGE
DERALAKATTE, MANGALURU-575018

ATTESTED

[Handwritten Signature]

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