

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In consideration of the mutual promises and covenants contained herein, the below agreement (hereinafter referred to as the “**Agreement**”) is entered into on the below date between the “**Disclosing Party**” and the “**Receiving Party**” hereinafter referred to as such.

Business Model:	As part of its initiative, Vigorus Healthtech Private Limited (“Company”) has developed a project named “ Chikitsa ”, which is a blockchain-based data management system for healthcare institutions/professionals. The purpose of the project is to store complete medical records of the patients provided by the healthcare institutions/professionals, on this blockchain through the IoT devices provided by the Company. This would allow the patients to access the data digitally on the mobile application developed by the Company and the same can be shared with any registered doctor, licensed pharmacist, healthcare institution/professional etc. with a single click. The healthcare institutions/professionals would be able to access the medical data on both web and mobile applications which the Company develops.
Information:	For the purposes of the project, the Parties anticipate sharing certain information(s) including but not limited to confidential, technical, and business information, medical and personal data of the patients, sensitive medical records, trade secret, patents, patent applications, research, product plans, products, business strategies, ideas, business particulars, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, regulatory information, business plans, agreements with third parties, services, customers, marketing or finances of it that may be confidential and proprietary in nature.
Date:	January 03, 2023.
Disclosing Party	Refers to the party disclosing Confidential Information to the other party, including any affiliate of such other party.
Receiving Party	Refers to the party receiving Confidential Information from the other party, including any affiliate of such other party.
Confidential Information:	Both Parties agree that Confidential Information shall neither be disclosed to any third party nor used for personal or any other purpose, other than the Business Model unless otherwise agreed in writing. The definition of “Confidential Information” is tangible Information that is disclosed orally, observed, or written by the Disclosing Party to the Receiving Party & is designated as “Confidential”, “Restricted”, “Secret”, or any other similar term, or a reasonable person would recognize as confidential or proprietary considering the nature of information and the circumstances of disclosure. All Information disclosed by the Disclosing Party shall be deemed to be confidential unless otherwise expressly agreed in writing by the Disclosing Party. Neither Party may use any part of the Confidential Information for any purpose except as means of evaluation of possible business collaboration between the two Parties to this Agreement; In addition, the Receiving Party shall return to the Disclosing Party all tangible Information disclosed to it hereunder including but not limited to: A) drawings, documents, and all other tangible manifestations of the proprietary information received by it under this Agreement.

	B) destroy all copies of any analyses, compilations, studies, or other documents prepared by it for internal use which reflects, refers to, or relates to the proprietary information, within seven (7) working days of such termination or written request as the case may be.
Intellectual Property:	No transfer of ownership of any intellectual property will occur under this Agreement. The Disclosing Party shall own all rights, title, and interest in all of the intellectual property rights including but not limited to patents, copyrights, designs, trademarks, and all other Intellectual properties. The disclosure obligations of both Parties as specified in this Agreement shall not apply, and either Party shall have no further obligations, with respect to any Confidential Information to the extent that Party can demonstrate, by clear and convincing evidence, that such Confidential Information: 1. Is generally known to the public at the time of disclosure or becomes generally known through no action on the part of the Disclosing Party; 2. In a third party's possession at the time of disclosure otherwise than as a result of the breach of any legal obligation; 3. Becomes known to a third party through disclosure by sources other than the party having the legal right to disclose such Confidential Information; 4. Is independently developed by either Party without reference to or reliance upon the Confidential Information; 5. Must be disclosed by operation of law or pursuant to regulatory proceedings; 6. Is released from the provisions of this Agreement by the written authorization of the Disclosing Party.
Limitation on Disclosure Obligations:	Both Parties agree not to disclose or reproduce any Confidential Information in any manner to any third party, group, client, affiliate, beneficiary, partner, employee, and agent or to use the Confidential Information for personal/administrative purposes, without the prior written consent of the Disclosing Party, in so far as ensuring the Receiving Party and all its representatives execute written undertakings with all third parties, clients, affiliates, beneficiaries, employees, agents, and associates prior to revealing any aspect of the Business Model similar to those set forth in this Confidentiality agreement in this form or as prior approved by the Disclosing Party. Receiving Party agrees that (i) all rights to Confidential Information disclosed pursuant to this Agreement are reserved to the Disclosing Party (ii) nothing in this Agreement shall diminish or restrict in any way rights that the Disclosing party has to conduct its business or to disclose its own confidential information to third parties (iii) no license or conveyance of any rights relating to the Confidential Information is granted or implied by the Disclosing Party to the Receiving Party.
Term of the agreement:	This Agreement shall be a co-terminus with the agreement (if any) entered into by both Parties for the Business Model. All obligations hereunder with respect to the confidentiality and non-disclosure of any and all Confidential Information received prior to the expiry of this Agreement shall survive such expiry for a period of three (3) year from the date of the obligation or date of expiry whichever is earlier.
	No failure or delay by either Party in exercising or enforcing any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of

No Waiver:	any right, remedy, or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A Party's performance after the other Party's default shall not be construed as a waiver of that default
Non-Compete Clause:	The Receiving party hereby irrevocably represents and warrants that during the period of this Agreement and within three (3) years after the termination of this Agreement without regard for the reason, the Receiving Party shall not, directly or indirectly engage in any conduct or activities that are competitive or attempts to compete with the Disclosing Party's specific business activities or the Business Model. The Disclosing Party hereby agrees and accepts that the Confidential Information shall be used exclusively for this Business Model.
Non-Solicitation Clause:	Both the Parties to this Agreement agree that during the period of this Agreement and for a period of three (3) years after the date of termination of this Agreement without regard to the reason, neither Party directly or indirectly: a) induce or attempt to induce any employee, consultant, sales agent, supplier, customer or independent contractor of other Party related to the above-mentioned Business Model to end his or her relationship with other Party; or b) employ, retain as a consultant or contractor, or cause to be so employed or retained, any employee related to the above-mentioned Business Model (or a former employee within two years after the date such former employee ceases to be employed by other Party), consultant, sales agent, or independent contractor of another Party; or enter into or attempt to enter into a business relationship with any individual or entity with which, prior to the termination of this Agreement, other Party had a business relationship, or with which, prior to the termination of this Agreement, the other Party had held discussions regarding the possibility of entering into such a relationship, if such relationship would be competitive with or otherwise deleterious to the interests of any of the Party to this Agreement.
Governing Law:	This Agreement shall be construed in accordance with, and governed by, the laws of the Union of India.
Arbitration:	All disputes between Parties in relation to or arising from this Agreement shall be referred to arbitration and conducted in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English, and the decision of the arbitration shall be final and binding on the Parties. The arbitration shall be referred to a sole arbitrator mutually appointed by the Parties. The venue of the arbitration shall be Jaipur, Rajasthan (IND).
Indemnity:	Both Parties to this Agreement agree to indemnify each other any and all losses, damages, claims, or expenses incurred or suffered by one Party as a result of the other Party's breach of this Agreement. Both Parties will be entitled to equitable relief by way of an injunction if there is a breach of any of the provisions of this Agreement. Parties agree and acknowledge that damages may not be an adequate remedy in the event of a breach or threatened breach of this Agreement and the Parties shall be entitled to injunctive reliefs against each other in addition to damages.
	This Agreement may not be amended except by written amendments signed by both Parties. Any notice or

