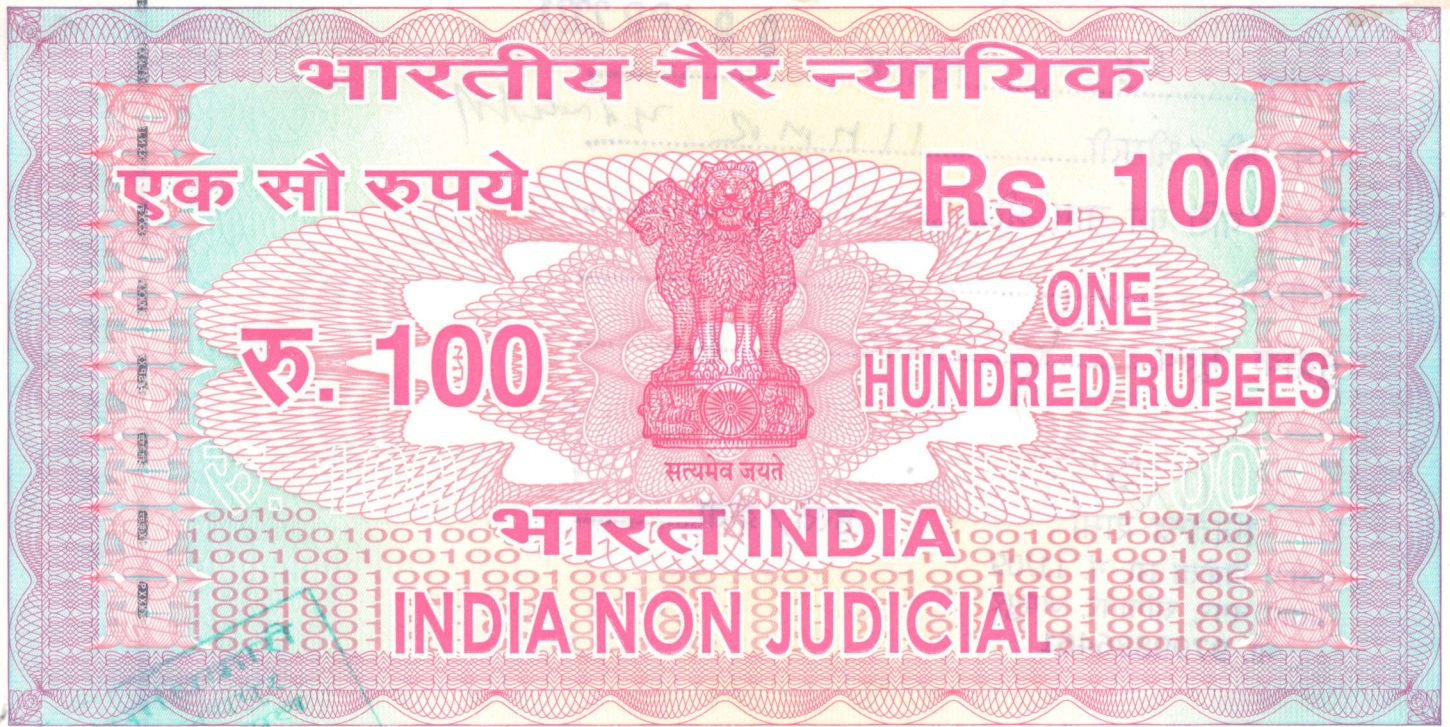




राजस्थान RAJASTHAN

BA 265535

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on April 11, 2021 between **IIHMR University**, having its registered office at 1, Prabhu Dayal Marg, Sanganer Airport, Jaipur, Rajasthan, represented by Dr. P. R. Sodani, President (Officiating), (hereinafter referred to as the “**First Party**”, which term unless repugnant to the context there of shall mean and include its legal heirs, successors, nominees and permitted assigns, etc.).

AND

Indus Wellness Code Trust (IWC Trust) located at Bakshi House, New Colony, Panch Batti, Jaipur represented by Mr. Naren Bakshi, Chairman & Founder (hereinafter referred to as the “**Second Party**”, which term unless repugnant to the context thereof shall mean and include its successors and permitted assigns).

WHEREAS:

The First Party (IIHMR University) has been established and incorporated as a postgraduate research University by Government of Rajasthan vide the IIHMR University, Jaipur Act, 2014. The University offers post graduate programmes (MBA), doctoral programs, executive education, research, capacity building and consultancy in the field of hospital and health management, pharmaceutical management, and development sector.

The Second Party Indus Wellness Code Trust is a new initiative in India that is establishing a pioneering Wellness Resource Center with its hybrid model to impact 5 million Indians over the next 5 years. This is being done with the strong support of Silicon Valley USA's professionally run largest India Community Center (www.indiacc.org) in North America and its successful Wellness Movement since 2018 (www.crackthewellnesscode.org) which is focused on the Indispora (NRI's) around the globe.

Under this MoU, both the parties agree that:

1. IIHMR University will be Strategic Knowledge Partner for different knowledge generation/ dissemination activities as identified jointly from time to time.
2. IIHMR University will be one of the Institutional partners with the WRC to proactively promote Wellness among its Faculty, Staff, and Students. However, the terms of any such activity specific arrangement will be agreed through separate agreement.
3. Both the parties will share their knowledge resources and expertise (including human capital) in Webinars, Conferences, and Wellness Support Groups organized by either of the parties.
4. WRC will provide IIHMRU with Community Outreach and Project opportunities.
5. Together both the parties will work to influence government policies towards prevention and wellness.
6. WRC will provide opportunities for healthcare startups incubated and supported by Centre for Innovation, Incubation & Entrepreneurship at IIHMR University, Jaipur.

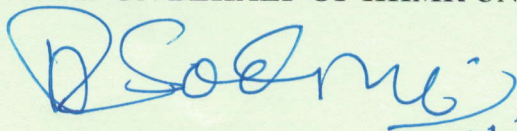
NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS MoU THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Second Party has accepted the proposal of the First Party and has agreed to extend the support to IIHMR University.
2. Any data/ report relating to the collaborative programs/projects/surveys shall be shared among both the parties involved for review and comments prior to submission to the Funding agency or development partner.
3. The First Party and Second Party shall be always solely responsible for the acts and omissions of its Employee/student/Researcher/ scholars, during the Term of this MoU and shall keep IIHMR and IWC Trust fully indemnified and harmless in this regard.
4. This MoU shall be valid for a period of THREE years commencing from the Effective Date hereof unless otherwise terminated in accordance with this Clause ("**Term**"). The Term may be renewed further for such extended period and on such terms and conditions as may be mutually agreed between the Parties in writing.
5. Either Party may terminate this MoU by giving 90 (thirty) days prior written notice to the other Party without assigning any reason for the same.
6. Confidentiality: Each of the Parties shall maintain the utmost confidentiality, regarding the contents of this MoU at all times, and no Party shall use or disclose any confidential information of the other Party for any other purpose.
7. The Second Party shall endeavor and insist on its Employee/ Researcher/ to maintain strict confidentiality of any and all information gathered by them or comes to their knowledge while at the premises of IIHMR University during the duration of this MoU.
8. Nothing in this MoU shall be deemed to constitute a partnership between the Parties or constitute any Party the agent of the other Party for any purpose or entitle any Party to commit or bind any other Party in any manner or give rise to fiduciary duties by one Party in favor of any other.
9. This MoU may be amended only by an instrument in writing signed by each Party to this MoU.

10. Dr. Deepti Sharma, Associate Professor, IIHMR University Jaipur shall be the appointed person from first party for and Sneha Vashisht, Wellness Resource Center Manager will be the appointed person on behalf of the second party for any communication and other related matters.
11. If any provision embodied in this MoU appears to be legally invalid or null, the Parties will replace such provision, considering the nature and contents of this MoU, the way consensus is reached, the mutually known interests of both Parties as well as the other relevant circumstances, by a provision which is not unreasonably onerous to any Party and approximates the meaning of the legally invalid provision as closely as possible.
12. This MoU shall be construed in accordance with and governed by the laws of India subject to the exclusive jurisdiction of the courts of Jaipur.

The Parties herein have entered and executed this MoU on the date mentioned above.

FOR AND ON BEHALF OF IIHMR UNIVERSITY

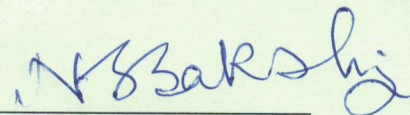


11/4/2021

Name: Dr. P.R. Sodani

Designation: President (Officiating), IIHMR University, Jaipur

FOR AND ON BEHALF OF IWC TRUST



Name: Mr. Naren Bakshi

Designation: Chairman & Founder

Date: April 11, 2021

On Behalf of IIHMR University

WITNESSES 1:

Name: Shri Tripathi

Address: IIHMR University

WITNESSES 2:

Name: Sheenu Jain

Address: IIHMR University

Jaipur

On Behalf of IWC Trust

WITNESSES 1:

Name: Manish K. Prasad Sharma

Address: 15, Anand Beri

Bokhari, Jpr

WITNESSES 2:

Name: MAJ GEN ANUJ MATHUR

Address: B-77, Pajendra marg

Bapu Nagar, Jaipur