

Limited Liability Non-Disclosure Agreement

This Tri-Partite Non-Disclosure Agreement (the "Agreement") is entered into on 6th March 2024, by and between:

PARTY A:

ENYAT Hospital

AND

PARTY B:

HIIMS Hospitals, India

AND

PARTY C:

World Association for Small and Medium Enterprises (WASME), India

WHEREAS, Party A and Party B wish to engage in business transactions and trade facilitations; and

WHEREAS, WASME, has the capability and resources to facilitate and enhance the transactions between Party A and Party B;

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

SCOPE OF ENGAGEMENT

1.1 Facilitation Services: Party C agrees to provide facilitation services to Parties A and B, including but not limited to, coordinating transactions, providing market information, and enhancing the overall efficiency of trade relations between the two individual entities.

1.2 Costs and Incentives: Party C shall be entitled to receive facilitation costs, incentives, and dividends emerging from the business created between Party A and Party B, as agreed upon in separate arrangements between Party C and each individual entity.

2. OBLIGATIONS OF THE PARTIES

2.1 Party A and Party B Obligations: Parties A and B shall conduct their business operations in good faith, adhere to the terms of this Agreement, and work towards the mutual benefit of all parties involved.

2.2 Party C Obligations: Party C shall diligently perform the facilitation services agreed upon, maintain confidentiality of sensitive information, and act in accordance with all applicable laws.

3. LIMITATION OF LIABILITY

3.1 No Liability for Loss or Damage: Party C shall not be held liable for any loss or damage incurred by Party A or Party B arising from their business transactions under the scope of this NDA. Party C is not a party to any contractual obligations or unlawful breaches between Party A and Party B.

3.2 Compliance with Laws: Party C shall abide by the laws of the respective countries, particularly Indian laws, in the facilitation of transactions and trade relations between Party A and Party B.

4. ADDITIONAL SCOPE PROVISIONS

4.1 Reputation Protection and Damages:

Parties A and B hereby acknowledge and agree that they shall take all necessary care and preventative action to control and mitigate any damage to the reputation and prestige of Party C across the globe. In the event that Parties A and B, whether through their actions, negligence, or any other means, cause reputational or financial losses to Party C, Parties A and B shall be liable to make good such losses in accordance with the laws of the land where this NDA has been entered.

The financial compensation for reputational or financial losses shall be determined based on the actual damages incurred by Party C, and Parties A and B agree to indemnify Party C against any such losses.

5. INTELLECTUAL PROPERTY AND BRAND USAGE

Restrictions on Brand Usage:

Parties A and B agree not to use the brand image, trademarks, or any other intellectual properties of Party C anywhere across the globe without the prior written permission of Party C. Parties A and B further agree that any use of Party C's brand image or intellectual properties without written permission shall be considered a material breach of this Agreement. In the event of a breach of this clause, Parties A and B shall be liable for damages, including but not limited to reputational harm and financial losses, incurred by Party C.

6. Written Permission:

Any request for the use of Party C's brand image or intellectual properties must be submitted in writing to Party C. Party C reserves the right to grant or deny permission at its sole discretion, and any granted permission shall be subject to specific terms and conditions outlined in a separate written agreement.

Parties A and B shall not assume permission for usage unless explicitly granted in writing by Party C.

7. OTHER MISCELLANEOUS TERMS

All notices or communications required or permitted by this Agreement shall be in writing and delivered to the addresses of the Parties as indicated in this Agreement or to such other address as any Party may designate by notice to the other Parties. Notices shall be deemed given when personally delivered, sent by confirmed email, or three (3) days after being sent by prepaid certified or registered mail, return receipt requested.

8. 4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Delhi-NCR, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Tri-Partite Non-Disclosure Agreement, including all the provisions, for a period of 12 Calander Months, as of the date first above written, unless renewed.

<p>PARTY A: For ENYAT Hospital</p> <p>[Signature] Dr. Ashebir Mezene Chief Executive Officer</p> <p>Date:</p>	<p>PARTY B: HIIMS Hospitals</p> <p>[Signature] Dr Biswaroop Roy Chowdhury Managing Director, , India</p> <p>Date:</p>	<p>PARTY C: For World Association for Small and Medium Enterprises (WASME), India</p> <p>[Signature] Dr Sanjiv Layek Executive Secretary, WASME</p> <p>Date:</p>
<p>WITNESS A</p> <p>[Signature] [Name] [Title] [Date]</p>	<p>WITNESS B</p> <p>[Signature] [Name] [Title] [Date]</p>	<p>WITNESS C</p> <p>[Signature] [Name] [Title] [Date]</p>
<p>Place</p>	<p>Place</p>	<p>Place</p>