B.N.M. Institute of Technology An Autonomous Institution under VTU, Approved by AICTE

Centre of Excellence on Healthcare and Smart Technology

The CoE was inaugurated by Dr. C. N. Manjunath, Senior Cardiologist and Director, Sri Jayadeva Institute of Cardiovascular Sciences & Research, Bangalore. Dr. C. N Manjunath appreciated BNMIT for collaborating with the industries working in healthcare sector. Further, he highlighted the importance of health for today's younger generation and motivated the students to conduct advance research in this sector. He emphasized the importance of multidisciplinary research.

This CoE aims:

- To nurture research culture among faculty and students
- To develop products relevant to healthcare and smart applications
- To enlarge the expert group to take up consultancy work
- To jointly conduct research with industries in providing solutions to real time problems in health and smart technology.
- Guidance of Industry and hospitals

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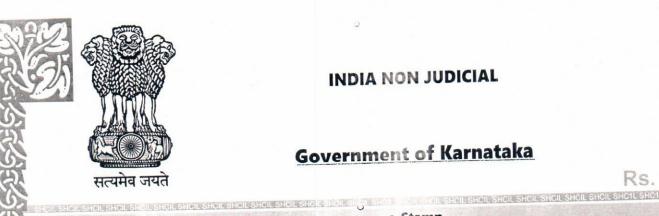
The CoE will mainly conduct research on these domains

- Internet of Medical Things (IoMT)
- Workflow Optimization
- Smart Sensors
- Prediction and Disease Management
- Medical Imaging
- Health Apps

Partner Organizations

- Renalyx Health Systems Pvt. Ltd.
- Institute of Health Management Research-Bangalore (IIHMR-B).
- Autoyos Pvt. Ltd.
- S-VYASA University, Bangalore.





INDIA NON JUDICIAL

Government of Karnataka



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on 3rd July 2019 and shall be effective from the date of signature for three years, entered between the following parties:

Institute of Health Management Research (IHMR), Bangalore, India #319, Near ThimmareddyLayout, Hulimangala Post, Electronic City, Bangalore-560105



1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.



BNM Institute of Technology, Bangalore, India

Post Box No. 7087, 12th Main Road, 27th Cross, Banashankari II Stage, Bangalore – 560 070.

Background

Institute of Health Management Research (IIHMR), Bangalore is the first of its kind in India with an exclusive focus on management research, education and training in the health and healthcare in IT sector. IIHMR is governed by IIHMR society. Under the aegis of IIHMR society Jaipur, Delhi and Bangalore centers are working independently. Public Health and Management are at the core of Institute's philosophy. IIHMR Jaipur is a WHO Collaborating Centre for District Health Systems based on primary health care and identified by the Ministry of Health and Family Welfare, GOI as Institute of Excellence in training. It has been recognized as a Research Institution by Department of Scientific and Industrial Research (DSIR), Government of India, also from Ministry of Finance, Government of India. The Institute has obtained Federal Wide Approval (FWA), US Department of Health and Human Services, and Foreign Contribution Regulation Act (FCRA) from the Government India. It is associated with Association of University Programmes in Health Administration (AUPHA), USA. IIHMR, Bangalore also partnered with Maastricht University, Netherlands to improve health education including IT application in health issues.

BNM Institute of Technology, Accredited as Grade 'A' Institution by NAAC is one of the seven Institutions managed by BNM Charities. BNM charities opened its doors in 1971 to disseminate knowledge through teaching and learning and to enhance human values in the society in meaningful and sustainable ways. BNM Institute of Technology was established in 2001 and presently having nine departments including basic sciences with 150 faculties to provide a high quality technical education offering five undergraduate programs. All the UG branches – CSE, ECE, EEE, ISE, &Mech.Eare accredited by NBA for academic years 2018-19 to 2020-21 & valid upto 30.6.2021. BNMIT encourages students to do innovative projects and enroll for one or more clubs such as Nature club, Robotics Club, IEEE and similar Student Chapters, Programming club and Cultural club. BNMIT students have participated in technical, cultural and sports competitions and have won many awards at State, National and International levels. BNMIT has also established Entrepreneurship Development Cell through which seminars and workshops are conducted to encourage budding entrepreneurs. Most of BNMIT students will get placements in Multi National Companies every year through campus recruitments.

Term

This arrangement will remain in effect for period of Three years from date of signing. The parties agree to work on a non-exclusive basis during the continuance of this MOU including any extension thereof. Thereafter, the parties may extend the term of this MOU for such term as may be mutually agreed to between them. However, it is agreed between the parties that they can review the arrangement by mutual consent.

1. Areas of cooperation between IIHMR, Bangalore &BNMIT

- 1. BNMIT to create an education synergic partnership with IIHMR, Bangalore and provide relevant access to the premise for the education, internship & research purpose.
- 2. Knowledge and experiential sharing by the experts from BNMIT with our students and faculties on a mutually agreed schedules.
- 3. Knowledge and experience sharing by IIHMR, Bangalore students and faculties to enhance BNMIT capabilities in relevant healthcare IT trainings & research activities.

2.1. SCOPE OF ACTIVITIES

The scope of activities of the cooperation shall include:

A. EDUCATION

In accordance with the aim of the Parties to develop and offer higher education of the highest quality that adequately addresses human resources needs in society, which will be achieved by applying innovative student-centered outcome-based learning methodologies, the Parties intend to share knowledge, experiences and educational research results and to support each other in further educational development. Among other things this mutual support may relate to curriculum development, the development and application of innovative methodological approaches such as problem-based learning, student assessment, educational quality assurance, program contents development, internationalization of the curriculum, student support service, and management of education.

B. ACADEMIC STAFF

Visits by academic staffmembers will be encouraged for the mutual benefit of both Parties. Suitable arrangements will be made for the exchange of visiting scholars for collaboration in teaching and in research beyond their responsibilities in the home organization they belong to. In the absence of any specific agreement to the contrary, all expenses of salary, insurances, travel and living and allied costs will be the responsibility of the visiting scholar's home organization. The host organization will provide the normal services for visiting scholars including library and other academic facilities.

C. RESEARCH

The Parties will seek opportunities to cooperate in research. The details of specific proposals will be determined by the mutual agreement of relevant faculties of both Parties.

The form of cooperation may vary with the goal of each project. A clause concerning intellectual property will be addressed with respect to the projects.

D. STUDENT PROGRAMS

The Parties will seek possibilities to facilitate student programs. The details of specific proposals will be determined by mutual agreement of the relevant faculties of both Parties on a case-by-case basis. A student program includes student exchange, joint supervision of postgraduate students, and the provision of library access and academic assistance for doctoral research (PhD) students.

1.2. CONTRIBUTION BY THE PARTIES

The Parties will, in accordance with the prevailing laws and regulations in, and subject to personnel and budget limitations:

- 1. Seek finance of joint activities from sources available to them;
- 2. Provide necessary funding to assist in the implementation of activities as jointly agreed upon;
- Assign qualified faculty, scientists and other experts to assist in the implementation of activities under this MOU.

Relationship

The relationship between the parties shall be on principal-to-principal basis. The party is an independent contractor and is not a legal representative, partner or agent of the other party. The parties shall have no right, power or authority, whether express or implied, to create any obligation on behalf of the other party. The parties shall either have or get any IP/IPR over the products of the other party under any circumstances nor the knowledge gained by each of the parties the exclusive property of the respective parties. The product of the parties can be used only for demo purpose. The parties agree to inform and take permission in writing for this purpose.

However, nothing stated above should prohibit / forbid the parties to submit an independent proposal to a Prospect / Customer for rendering any service other than the one selected for the joint pursuit with the specified prospect and / customer. It is further affirmed that this MOU is limited to partnering for a mutually agreed case.

3. Use of Collaterals

It is agreed between the parties that the parties may use the collaterals which includes logos, brand name, clientele, website, etc. for co-marketing activities. However, the party using such material will need to take prior written permission from the other party;

4. Non- Exclusivity

The Parties agree that this arrangement is non-exclusive, and the parties is free to participate in similar work and / services from any other sources / partners also.

5. Non-Disclosure Agreement

The parties to this agreement will maintain the confidentiality of this MOU including all terms and conditions, costing etc. even after expiry of this contract for a period of three years as per the agreed Non-Disclosure Agreement detailed below.

The Parties Agree As Follows:

Confidential Information: The confidential proprietary and trade secret information of the disclosing party ("Confidential Information") to be disclosed here under is (i) information in tangible from that bears a "confidential", "proprietary", "secret", or similar legend, and (ii) discussions relating to that information whether those discussions occur prior to, concurrent with, or following disclosure of the information. The disclosing party shall make reasonable efforts to mark its confidential information, shall nevertheless be protected hereunder as Confidential Information, if the receiving party knew, or should have reasonably known under the circumstances, that the information was confidential and had been communicated to it in confidence.

Obligations of Receiving Party: The receiving party will maintain the confidentiality of the Confidential Information of the disclosing part with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The receiving party will not disclose any of the disclosing party's Confidential Information to any employees or to any third parties except to the receiving party's employees, parent company and majority-owned subsidiaries who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein; provided that the receiving party will be liable for breach by any such entity. For the purpose of this Agreement, the term "employees" shall include independent contractors of the party. The receiving party will not make any copies of the

Confidential Information received from the disclosing party except as necessary for its employees, parent company and majority-owned subsidiaries with a need to know. Any copies, which are made, will be identified as belonging to the disclosing party and marked "confidential", "proprietary" or with a similar legend.

Termination of Obligation of Confidentiality: The confidentiality obligations set forth in this Agreement shall bind the parties for a period of threeyears from the date of disclosure of Confidential Information, unless any of the exceptions set forth in Section 4 below occurs.

Exceptions to the Obligation of Confidentiality: The receiving party will not be liable for the disclosure of any Confidential Information which is:

- Generally made available publicly or to third parties by the disclosing party without restriction on disclosure;
- Rightfully received from a third party without any obligation of confidentiality;
- Rightfully known to the receiving party without any limitation on disclosure prior to its receipt from the disclosing party;
- Independently developed by employees of the receiving party; before signing this agreement; Please clarify
- Required to be disclosed in accordance with applicable laws, regulations, court, judicial
 or other government order, provided that the receiving party shall give the disclosing
 party reasonable notice prior to such disclosure and shall comply with any applicable
 protective order. Please clarify

Title: Title or the right to possess Confidential Information as between the parties will remain in the disclosing party.

No Obligation of Disclosure; Termination: The parties have an obligation to disclose Confidential Information to the other. The parties may terminate this agreement at any time without cause upon written notice to the other party; provided that the party's obligations with respect to Confidential Information disclosed during the term of this agreement will survive any such termination. The parties may, at any time: (a) cease giving Confidential Information to the other party without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed, and all copies thereof, and the receiving party will promptly comply with such request, and certify in writing its compliance.

6. General:

This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information.

Both parties understand and acknowledge that no license under any patents, copyrights, trademarks, or mask works is granted to or conferred upon the parties in this Agreement or by the disclosure of any Confidential Information by one party to the other party as contemplated here under, either expressly, by implication, inducement, estoppels or otherwise, and that any license under such intellectual property rights must be express and in writing.

The failure of the parties to enforce any right resulting from breach of any provision of this Agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.

This agreement constitutes the sole and entire agreement between the parties with respect to the Confidential Information and all restrictions thereon; it supersedes any and all prior or contemporaneous oral or written agreements, negotiations, communications, understandings and terms, whether express or implied regarding the Confidential Information, and may not be amended except in a writing signed by a duly authorized representative of the respective parties. Any other agreements between the parties, including non-disclosure agreements, will not be affected by this Agreement.

This disclosing party disclaims all warranties regarding all Confidential Information disclosed pursuant to this agreement, including all warranties as to the accuracy or utility of such Confidential Information

7. Limitation of Liability

In no event shall the parties be liable to the other for any special, exemplary, indirect, incidental, consequential, punitive or for any damages arising out of or in connection with this MOU, whether or not the party has been advised of the possibility of such damages in rendering the services;

8. Intellectual Property Rights

The parties warrant that each of them is and will be the absolute owner of the copyright and other intellectual property rights in its respective Services and of the Service Marks under which they are and will be marketed, or is duly authorized by such owner to use and to grant licenses under such copyright, Services Marks and other intellectual property rights.

The parties shall indemnify the other against any liability costs or claims incurred by the other by reason of any allegation that the normal use and possession of the party's Services infringes the intellectual property rights of any third party.

In the absence of express words to the contrary, nothing in this Memorandum of Understanding shall be interpreted as giving the parties any rights in the other party's intellectual property rights.

9. Notices

Any notice required to be given hereunder shall be in writing and shall be given by delivering the same by hand at or by sending the same by pre-paid first-class post or other fast postal or courier service or facsimile to the addressor relevant telecommunications number of the relevant party set out in herein above or such other address or number as that party may have notified to the other pursuant to the provisions of this clause.

Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery or transmission (if delivered by hand or courier or given by facsimile) or received two working days following the day of ending (if sent by post). In proving the fact of dispatch by post itshall be sufficient to show that the envelope containing the notice was properly addressed, stamped and posted.

10. Termination of MOU

The parties may terminate this MOU by giving thirty days' notice in writing to the other party without assigning any reasons whatsoever. Notwithstanding the above, this MOU shall stand terminated in the following events:

The other party commits a breach of any obligation of this MOU and fails to rectify the breach within thirty (30) days of receiving a written notice from the other party.

11. Modification

No amendment modification or waiver of any provisions of this Agreement shall be effective unless the same shall be in writing and signed or executed by both the parties hereto;

12. Counterparts

This Agreement shall be executed in two copies, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement as of the date first written above

Contestitute of Health Management Research	7
Signed for and on behalf of	
Institute of Health Management Research BNM Institute of Technology, Bangalore	2019
(IIHMR), Bangalore	
(IIHMR), Bangalore	
Institute of Health Management Research (IIHMR), Bangalore **The Company of Technology** **The Company of Technology** **Principal** **The Company of Technology** **The Company of Technology** **Principal** **The Company of Technology** **The Company of Te	. 14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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Director-Officiating, IIHMR, Bangalore. Principal, BNM Institute of Technolog	sy,
Bangalore.	
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Signature Usha manjoralti Signature Mishrandy 6/2 03/07/2019	103/2019
Name: USHA MANJUNATH Name: Dr. KRISHKAKIVRI BY	92

It is decided that to have one point of contact/Coordinator from both the institutes respectively. Coordinator from BNMIT will be Dr. Jyoti R Munavalli, Associate Professor, ECE, BNMIT, 9448837371, jyotirmunavalli@bnmit.in. Coordinator from IHMT will be Mrs. Aryaka, HR & Admin Officer, IHMR, 9205092776, aryaka@iihmr.org.

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MEMORANDUM OF UNDERSTANDING



(Hereinafter called 'MOU')



on Academic Collaboration

Between

BNM Institute of Technology, having its principal office at 12th Main Road, 27th Cross, Banashankari Stage II, Banashankari, Bengaluru, Karnataka 560070 (Hereinafter referred to as 'BNMIT').

And

Renalyx Health Systems Private Limited, No.19 & 19/1, 2nd floor, South End Road, Basavanagudi, Bengaluru, Karnataka 560004

Hereinafter Renalyx and BNMIT are also referred to separately as 'Party' or collectively referred to as 'Parties'.

WHEREAS:

BNM Institute of Technology was established in the year 2001. It has achieved academic laurels in a short time and is one of the top preferred institutes in technical education in Karnataka. BNMIT has been granted Autonomous Status since June 2021 by UGC and VTU. BNMIT, a lush green campus is located at Banashankari, Bengaluru, a quiet and wellknown locality with easy access to all essential facilities. BNMIT offers engineering courses in Electronics and Communication Engineering, Electrical and Electronics Engineering, Computer Science and Engineering, Information Science and Engineering, Mechanical Engineering, and Artificial Intelligence and Machine Learning (AIML). The institute also offers post graduate programs in VLSI Design and Embedded systems, Computer Science & Engineering, and Master's in Business Administration. The institute is accredited by NAAC with 'A' Grade (till the year 2026) and all the eligible UG programmes are accredited by NBA (till the year 2025), New Delhi. BNMIT has received NIRF rank in 201-250 band. Department of Science & Technology has funded Rs. 2.87 Crores towards New Gen Innovation and Entrepreneurship Development Centre (IEDC). BNMIT has some more feathers on its cap; it's ranked (26-50) by ARIIA, Diamond Rating by QS I-Gauge, 31st Rank by TIME Survey, 37th Rank by Outlook and 50th Rank by Data Syste Quest.

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Renalyx Health Systems Pvt.Ltd. is a startup registered under DPIIT. Gov Of India. It is focused on bringing quality care within the reach of every patient. It combines state-of-art, yet simple to use technology, best-in-class clinical expertise, systemic change management solutions, to radically reshare the way care is being delivered. The principal benefits of the solution provided are:

- 1. Delay in the progression of ESRD
- 2. Democratizing high quality Renal care services that have shortage of Nephrologistina cost-effective manner
- 3. Patient monitoring easy for Nephrologists from anywhere

Renalyx has created Innovative and Inclusive Solutions for Comprehensive Renal Care.

- 1. Renalyx Reach and Care.
- 2. Telenephrology.
- 3. Renalyx Treat Hemodialysis machine.
- The Parties recognize the value of collaboration and have agreed to further explore
 possibilities for mutual collaboration in the area of education, research, innovation &
 Entrepreneurship.
- The Parties agree to implement the MOU under the terms and conditions hereinafter set forth.
- The Parties agree that while currently the education, research, innovation and entrepreneurship collaboration has been focused in the areas mentioned, in the future it may be extended to other areas by mutual agreement.

THEREFORE, the Parties agree as follows:

Article 1 OBJECTIVE

The objective of the MoU is to make possible synergy between both Parties based upon principles of mutual equality and the reciprocity of benefits.

Article II SCOPE OF ACTIVITIES

The scope of activities of the collaboration shall include:

A. EDUCATION

In accordance with the aim of the Parties to develop and offer higher education of the highest quality that adequately addresses human resources needs in society, which will be achieved by applying innovative education-centered outcome-based learning methodologies, the Parties intend to share knowledge, experiences and educational research results and to support each other in further educational development, Webinars, Programmes and Workshops. Among other things this mutual support may relate to curriculum development,

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the development and application of innovative methodological approaches such as problembased learning, student assessment, educational quality assurance, program contents development, internationalization of the curriculum, student support service.

B. RESEARCH and INNOVATION

The Parties will seek opportunities to cooperate in research and innovation. The details of specific proposals will be determined by the mutual agreement of relevant faculties of both Parties.

The form of collaboration may vary with the goal of each project. A clause concerning intellectual property is addressed in Article IV.

Support to provide technical guidance and collaboration in forming Centre of Excellence.

C. STUDENT PROGRAMS

The Parties will seek possibilities to facilitate student programs. The details of specific proposals will be determined by mutual agreement of the relevant faculties of both Parties on a case-by-case basis. A student programmes include student internship, joint supervision of postgraduate students, and the provision of library access and academic assistance for postgraduate & doctoral research (PhD) students.

Article III CONTRIBUTION BY THE PARTIES

The Parties will, in accordance with the prevailing laws and regulations in their respective country, and subject to personnel and budget limitations:

- Seek finance of joint activities from sources available to them.
- Provide necessary funding to assist in the implementation of activities as jointly agreed upon.
- Assign qualified faculty, scientists and other experts to assist in the implementation of activities under this MOU.

Article IV INTELLECTUAL PROPERTY RIGHTS, RESULTS AND PUBLICATIONS

Intellectual property rights on any information which already exists prior to this collaboration, or which is not the result of this joint collaboration remain the property of the Party which provides the information, unless explicitly agreed otherwise in writing between the Parties.

An agreement on intellectual property rights shall be drawn up separately in accordance with the laws of the respective countries for all intellectual property rights, results and publications which are jointly generated as a result of the collaboration between the Parties.

All (raw) data resulting from joint research and innovation projects between the Parties which constitute the basis for joint publications must be available for storage in the common repository with access to both the parties.

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Article V SETTLEMENTS OF DIFFERENCES

Any differing viewpoints and interpretations of this MOU shall be settled by mutual consultation or negotiation.

Article VI SEVERANCE

If any part of this MOU is or becomes void, voidable or otherwise invalid or unenforceable, whether due to the provisions of any statue or otherwise, that part:

- 1. Will be read, if possible, in a way so that it becomes valid and enforceable; or
- Will be severed from this MOU to the extent that the remaining parts of this MOU will remain in full force and effect.

Article VII NO AGENCY AND NO ASSIGNMENT

- This Agreement shall not constitute either Party as the legal representative or agent
 of the other, nor shall either Party have the right or authority to assume, create or
 incur any liability or any obligation of any kind, express or implied, against or in the
 name, or on behalf of the other Party.
- This MOU shall not be assigned or transferred by either Party without the prior written consent of the other Party.

Article VIII LIABILITY

It is understood and agreed by the Parties that neither of them will incur any liability nor be responsible for any costs, damages or expenses whatsoever, which either of them may incur directly or indirectly in relation to the matter arranged in this MOU or any termination thereof.

Article IX AMENDMENTS, DURATION AND TERMINATION

- Any amendments to this MOU can only be made in writing, after consultation and mutual consent of the Parties. Such amendments, once approved by the Parties, will become part of this MOU.
- The MOU shall take effect on the date on which this MOU is signed by both the Parties.
- The MOU shall remain in force for a period of 5 years from the date of commencement as mentioned in this article, subsection 2. The MOU may be extended by mutual consent of the Parties.
- 4. The MOU may be terminated by either Party by written notice at least three months in advance to the other Party. The event of termination will not affect participants already engaged in this collaboration from completing their activities at the host Party.

Article X COMMUNICATION

Any notice or request given or made by one Party to the other under this MOU shall be in writing in the English language and shall be addressed by all means to the Party's principal office as is designated in writing hereinafter.

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Bengaluru - 560 070

Authorized representatives of the Parties shall sign two original Memorandum of Understanding documents. Each Party shall hold one original signed MOU, with both documents being equally authentic.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

Bangaiore

Signed

At Bangalore, India Date: 7 June 2023

At Bangalore, India Date 7 June 2023

For

For

Renalyx Health Systems Private Limited

BNMIT Bangalore

Dr. Shvam Vasudeva Rao

Founder & Director

Renalyx Health Systems Private Limited

Dr. Krishnamurthy G.N.

Principal, BNMIT

Principal BNM Institute of Technology 27th Cross,12th Main, Banashankari II Stage

Bengaluru - 560 070

Signature

Witness for Renalyx -Bangalore URAMAN

Signature

Witness for BNMIT Bangalore

Signature

Witness

Name: SUREJH B

Signature Witness

Name: EISHWAR. N. MAANAY