

**NON-DISCLOSURE  
AGREEMENT - DR. ARJUN  
KAPOOR AND MEDVAULT  
DIAGNOSTICS PVT LTD**

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May 06, 2026

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# 1. TITLE & DOCUMENT IDENTIFICATION

## NON-DISCLOSURE AGREEMENT

**SUBJECT MATTER:** Protection of Confidential Information related to Medical Diagnostic Technologies and Business Operations

### BETWEEN:

**Dr. Arjun Kapoor** (the "Disclosing Party")

### AND

**MedVault Diagnostics Pvt Ltd** (the "Receiving Party")

DOCUMENT VERSION FIXED[2]: WHEREAS, the Disclosing Party, Dr. Arjun Kapoor, is an individual researcher and innovator who has developed, possesses, and continues to develop certain proprietary, confidential, and valuable information, including but not limited to technical data, research findings, clinical trial data, business

**DATE OF AGREEMENT:** [Date]

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This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the Effective Date by and between:

**PARTY A: Dr. Arjun Kapoor**, an individual, with a principal address at [Dr. Arjun Kapoor's Address, City, State, PIN Code, India] (hereinafter referred to as the "Disclosing Party" or "Dr. Kapoor");

### AND

**PARTY B: MedVault Diagnostics Pvt Ltd**, a private limited company incorporated under the laws of India, with its registered office at [MedVault Diagnostics Pvt Ltd's Registered Address, Mumbai, Maharashtra, PIN Code, India] and Corporate Identity Number (CIN) [Insert CIN] (hereinafter referred to as the "Receiving Party" or "MedVault");

The Disclosing Party and the Receiving Party may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

## 2. RECITALS / PREAMBLE

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**WHEREAS**, the Disclosing Party, Dr. Arjun Kapoor, is an individual researcher and innovator who has developed, possesses, and continues to develop certain proprietary, confidential, and valuable information, including but not limited to technical data, research findings, clinical trial data, business strategies, and know-how related to novel medical diagnostic methods and technologies (the "Field of Innovation"). [2]

**WHEREAS**, the Receiving Party, MedVault Diagnostics Pvt Ltd, is a company engaged in the business of providing diagnostic services, developing and commercializing diagnostic products, and is interested in exploring potential business opportunities and collaborations in the Field of Innovation. [2]

**WHEREAS**, in order to evaluate a potential business relationship, which may include, but is not limited to, licensing, joint development, strategic alliance, acquisition, or other forms of collaboration (the "Purpose"), the Disclosing Party intends to disclose certain of its Confidential Information to the Receiving Party. [2]

**WHEREAS**, the Confidential Information is a valuable, special, and unique asset of the Disclosing Party, the unauthorized disclosure or use of which would cause irreparable harm and significant injury to the Disclosing Party, for which monetary damages alone would not be an adequate remedy.

**WHEREAS**, the Receiving Party acknowledges the sensitive and proprietary nature of the Confidential Information it may receive and agrees to receive such information solely for the Purpose defined herein and to maintain its confidentiality in strict accordance with the terms and conditions of this Agreement.

**WHEREAS**, this Agreement is intended to be a legally binding contract, governed by the provisions of the Indian Contract Act, 1872, and other applicable laws of India, to protect the Confidential Information from unauthorized disclosure and use. [1]

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

### 3. DEFINITIONS

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For the purposes of this Agreement, the following terms, when capitalized, shall have the meanings ascribed to them below. These definitions shall apply regardless of whether the term is used in the singular or plural form.

- 1. "Agreement"** means this Non-Disclosure Agreement, including all its sections, annexures, schedules, and any amendments made thereto in writing and signed by duly authorized representatives of both Parties.
- 2. "Affiliate"** means, with respect to any Party, any other person, firm, corporation, or other legal entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with that Party. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

- 3. "Business Day"** means any day other than a Saturday, Sunday, or a public holiday on which commercial banks are open for general business in Mumbai, Maharashtra, India.
- 4. "Confidential Information"** shall have the meaning ascribed to it in Section 4 (Confidential Information) of this Agreement. It represents the core subject matter protected by this Agreement and encompasses a wide range of proprietary data disclosed by the Disclosing Party.
- 5. "Disclosing Party"** means Dr. Arjun Kapoor, who is the owner and discloser of the Confidential Information under this Agreement. [2]
- 6. "Effective Date"** means the date on which this Agreement is executed by the last of the two Parties to sign, as indicated in the execution section of this document. This date marks the commencement of the rights and obligations stipulated herein.
- 7. "Governmental Authority"** means any national, federal, state, provincial, regional, municipal, or local government, or any subdivision, agency, commission, board, authority, court, tribunal, or other instrumentality thereof, in India or any other jurisdiction, having legal authority over the Parties or the subject matter of this Agreement.
- 8. "Indian Contract Act"** means the Indian Contract Act, 1872, as amended from time to time, which is the principal governing law for this Agreement. [1]
- 9. "Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. This includes, but is not limited to, (a) patents, patent applications, and patent disclosures; (b) trademarks, service marks, trade dress, trade names, logos, and domain names, together with all goodwill associated therewith; (c) copyrights and copyrightable works, including computer programs, and rights in data and databases; (d) trade secrets, know-how, and other confidential and proprietary information; and (e) all other forms of intellectual property recognized by law.
- 10. "Purpose"** means the evaluation by the Receiving Party of a potential business relationship and/or transaction with the Disclosing Party, relating to the Field of Innovation. This includes analyzing the technical feasibility,

commercial viability, and strategic fit of the Disclosing Party's technology and business concepts for potential licensing, joint development, investment, acquisition, or other forms of strategic collaboration. The use of Confidential Information for any other purpose is strictly prohibited.

**11. "Receiving Party"** means MedVault Diagnostics Pvt Ltd, which is the recipient of the Confidential Information under this Agreement and is obligated to protect it. [2]

**12. "Representatives"** means, with respect to a Party, its Affiliates and its and their respective directors, officers, employees, agents, legal counsel, accountants, financial advisors, consultants, and other professional advisors who have a legitimate "need to know" the Confidential Information for the Purpose and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

## 4. CONFIDENTIAL INFORMATION

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**4.1. Broad Definition of Confidential Information.** For the purposes of this Agreement, "Confidential Information" means any and all information, data, and material, of any nature and in any form (whether oral, written, electronic, graphic, or in any other tangible or intangible form), that is disclosed by the Disclosing Party to the Receiving Party or its Representatives, whether before, on, or after the Effective Date, and that is either marked or identified as "confidential," "proprietary," or with a similar legend, or which, by its nature or the circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary. The lack of a "confidential" marking on any information shall not preclude it from being considered Confidential Information if a reasonable person in the industry would consider such information to be confidential.

**4.2. Specific Examples of Confidential Information.** Without limiting the generality of the foregoing, Confidential Information shall include, but is not limited to, the following categories of information concerning the Disclosing Party's research, technology, and business:

**(a) Technical Information:** All research and development data, scientific formulas, algorithms, schematics, designs, prototypes, models, samples, test results, clinical and pre-clinical trial data, study protocols, specifications, diagnostic methods, assays, biomarkers, genetic sequences, manufacturing processes, quality control procedures, technical know-how, and any other information related to the Field of Innovation.

**(b) Business and Commercial Information:** Business plans, strategic plans, marketing strategies, financial projections, budgets, cost information, pricing policies, customer lists, potential customer information, supplier lists, partner and vendor information, contractual arrangements, market analysis, competitive intelligence, and any plans for future product or service development.

**(c) Financial Information:** Any non-public financial statements, revenue reports, profit and loss statements, balance sheets, funding information, capitalization tables, investor details, and other proprietary financial data.

**(d) Intellectual Property Information:** The existence and content of any unpublished patent applications, invention disclosures, trade secrets, copyrighted material not yet in public circulation, and any strategies related to the prosecution, maintenance, or defense of Intellectual Property Rights.

**(e) Operational Information:** Internal processes, standard operating procedures, employee information (only to the extent legally permissible to share), organizational charts, and other internal business operations data.

**(f) Derivative Information:** Any notes, analyses, compilations, studies, reports, or other documents or records prepared by the Receiving Party or its Representatives that contain, reflect, or are derived from, in whole or in part, any of the Confidential Information disclosed by the Disclosing Party.

**4.3. Form of Disclosure.** Confidential Information may be disclosed in writing, orally, by electronic means, through visual inspection of facilities or documents, or by any other means of communication or observation. If information is disclosed orally, the Disclosing Party shall have the right, but not the obligation, to confirm its confidential nature in a written summary provided to the Receiving Party within thirty (30) days of the oral disclosure. However, the failure to provide such a summary shall not affect the confidential status of any information that is reasonably understood to be confidential by its nature.

## 5. EXCLUSIONS FROM CONFIDENTIALITY

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**5.1. General.** Notwithstanding any other provision in this Agreement, the term "Confidential Information" shall not include, and the obligations set forth in Section 6 shall not apply to, any information that the Receiving Party can demonstrate, through competent and contemporaneous written records, falls within one of the following exceptions:

**(a) Publicly Available Information:** Was or becomes generally available to the public or part of the public domain, other than as a direct or indirect result of any act or omission by the Receiving Party or its Representatives in breach of this Agreement. Information shall not be deemed to be in the public domain merely because it is embraced by general disclosures or because individual features or components are in the public domain, but only if the specific combination and its principle of operation are in the public domain.

**(b) Previously Known Information:** Was already lawfully in the possession of the Receiving Party on a non-confidential basis prior to the time of its disclosure by the Disclosing Party, as evidenced by the Receiving Party's written records predating the disclosure. The prior possession must be free of any obligation of confidentiality owed to the Disclosing Party or any third party.

**(c) Independently Developed Information:** Was independently developed by the Receiving Party's employees or agents who did not have access to, and did not use or refer to, any of the Disclosing Party's Confidential Information in the course of such

development. The burden of proof for such independent development, through detailed and dated records, shall rest solely with the Receiving Party.

**(d) Information from a Third Party:** Was lawfully received by the Receiving Party from a third party who was legally entitled to disclose such information without any restriction on disclosure and without any breach of a duty of confidentiality owed by that third party to the Disclosing Party. The Receiving Party must have had no reason to believe that the third party was under a confidentiality obligation with respect to the information.

**(e) Legally Compelled Disclosure:** Is required to be disclosed by the Receiving Party pursuant to a binding order of a court of competent jurisdiction, or a valid demand from a Governmental Authority, or as otherwise required by applicable law or regulation. Provided, however, that the Receiving Party shall, to the extent legally permissible:

1. Promptly notify the Disclosing Party in writing of the existence, terms, and circumstances of such required disclosure, allowing the Disclosing Party a reasonable opportunity to seek a protective order or other appropriate remedy to prevent or limit the disclosure.
2. Cooperate fully with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain such a protective order or other remedy.
3. If disclosure is ultimately required, furnish only that portion of the Confidential Information that it is legally compelled to disclose, as advised by its legal counsel.
4. Exercise its best efforts to obtain a reliable assurance that confidential treatment will be accorded to the disclosed information by the entity to which it is disclosed.

## 6. OBLIGATIONS OF RECEIVING PARTY

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In consideration of the receipt of the Confidential Information, the Receiving Party hereby agrees to the following obligations:

**6.1. Duty of Care.** The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as it uses to protect its own confidential and proprietary information of a similar nature, but in no event shall the Receiving Party exercise less than a reasonable standard of care. This includes implementing and maintaining appropriate administrative, physical, and technical safeguards to prevent any unauthorized access, use, disclosure, alteration, or destruction of the Confidential Information.

**6.2. Limitation on Use.** The Receiving Party shall use the Confidential Information solely and exclusively for the Purpose as defined in this Agreement. The Receiving Party shall not use the Confidential Information for any other purpose whatsoever,

including but not limited to its own commercial benefit, the development of competing products or services, filing any patent application or other intellectual property protection, or for any purpose that is detrimental to the Disclosing Party.

**6.3. Restriction on Disclosure.** The Receiving Party shall not disclose, disseminate, publish, or otherwise make available any Confidential Information to any person or entity, except as expressly permitted in Section 7 (Permitted Disclosures). The Receiving Party shall be directly responsible and liable for any breach of this Agreement by its Representatives.

**6.4. No Reverse Engineering.** The Receiving Party shall not, and shall not permit its Representatives to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the composition, source code, or underlying structure of any prototypes, samples, software, or other tangible objects that embody the Disclosing Party's Confidential Information.

**6.5. No Copying or Duplication.** The Receiving Party shall not copy, reproduce, or duplicate any Confidential Information, in whole or in part, except as may be strictly necessary for the Purpose. Any copies made shall be considered Confidential Information, must contain all original proprietary and confidentiality notices, and shall be subject to all the terms and conditions of this Agreement.

**6.6. Notice of Unauthorized Disclosure.** The Receiving Party shall immediately notify the Disclosing Party in writing upon becoming aware of any unauthorized use, disclosure, loss, or theft of the Confidential Information. The notification shall describe the circumstances of the breach in reasonable detail, and the Receiving Party shall cooperate fully with the Disclosing Party to mitigate the effects of such breach and to prevent any further unauthorized acts.

## 7. PERMITTED DISCLOSURES

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**7.1. Disclosure to Representatives.** Notwithstanding the restrictions in Section 6.3, the Receiving Party may disclose Confidential Information to its Representatives, but only to the extent that such Representatives have a strict "need-to-know" this information for the Purpose.

**7.2. Conditions for Disclosure.** Prior to disclosing any Confidential Information to any of its Representatives, the Receiving Party shall:

(a) Inform such Representatives of the confidential nature of the information and the terms of this Agreement.

(b) Direct such Representatives to treat the Confidential Information in accordance with the terms of this Agreement.

(c) Ensure that such Representatives are bound by legally enforceable confidentiality obligations (whether through employment contracts, professional ethics, or separate written agreements) that are no less protective of the Confidential Information than the provisions of this Agreement.

**7.3. Vicarious Liability.** The Receiving Party acknowledges and agrees that it shall be fully and vicariously liable for any breach of the terms of this Agreement by any of its Representatives to whom it has disclosed Confidential Information, as if the

breach were committed by the Receiving Party itself.

## 8. RETURN OF MATERIALS

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**8.1. Obligation to Return or Destroy.** At any time upon the written request of the Disclosing Party, or upon the termination or expiration of this Agreement (whichever occurs first), the Receiving Party shall promptly, and in any event within fifteen (15) Business Days:

(a) Either return to the Disclosing Party or, at the Disclosing Party's written election, permanently destroy all documents, materials, and other tangible items in its possession or control that contain or embody any Confidential Information. This includes all originals, copies, reproductions, and summaries thereof.

(b) Permanently erase or delete all Confidential Information from its computer systems, networks, servers, and all other electronic storage media. The Receiving Party shall use reasonable efforts to ensure that no residual data remains recoverable.

**8.2. Certification of Destruction.** If the Disclosing Party elects for destruction, the Receiving Party shall provide, upon request, a written certification signed by an authorized officer of the Receiving Party, confirming that all Confidential Information has been completely and irrevocably destroyed or erased in accordance with the terms of this Section 8.

**8.3. Exception for Archival Copies.** Notwithstanding the foregoing, the Receiving Party's legal counsel may retain one (1) secure, archival copy of the Confidential Information solely for the purpose of monitoring the Receiving Party's ongoing obligations under this Agreement or as may be required to comply with applicable law, regulation, or a bona fide, documented corporate retention policy. This archival copy shall be kept strictly confidential, shall not be used for any other purpose, and shall remain subject to all the confidentiality and non-use obligations of this Agreement indefinitely.

## 9. INTELLECTUAL PROPERTY RESERVATION

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**9.1. No License or Grant of Rights.** The Parties explicitly agree that no provision of this Agreement, and no disclosure of Confidential Information hereunder, shall be construed as granting or conferring, by implication, estoppel, or otherwise, any license, right, title, or interest in or to any Intellectual Property Rights of the Disclosing Party. The Disclosing Party retains sole and exclusive ownership of all its Confidential Information and all Intellectual Property Rights associated therewith.

**9.2. Limited Use Right Only.** The Receiving Party is granted only a limited, non-exclusive, non-transferable, and revocable right to use the Confidential Information strictly and solely for the Purpose defined herein. This right terminates immediately upon the termination or expiration of this Agreement.

**9.3. No New IP Creation.** The Receiving Party agrees that it will not use any Confidential Information of the Disclosing Party to create, develop, or file any patent applications or other forms of intellectual property protection for its own benefit. Any and all ideas, inventions, or improvements that are conceived or developed by the Receiving Party based on or derived from the Disclosing Party's Confidential Information shall be promptly disclosed to the Disclosing Party and shall be the sole and exclusive property of the Disclosing Party.

## 10. REPRESENTATIONS & WARRANTIES

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**10.1. By the Disclosing Party.** The Disclosing Party represents and warrants that it has the legal right and authority to disclose the Confidential Information to the Receiving Party pursuant to the terms of this Agreement. However, THE DISCLOSING PARTY MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. The Confidential Information is provided "AS IS".

**10.2. By the Receiving Party.** The Receiving Party represents and warrants that it has the full corporate right, power, and authority to enter into this Agreement and to perform its obligations hereunder. The execution and performance of this Agreement by the Receiving Party will not violate any of its existing contractual obligations or any applicable laws.

## 11. REMEDIES

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**11.1. Irreparable Harm.** The Receiving Party acknowledges that the Confidential Information is unique and valuable and that any breach or threatened breach of this Agreement by the Receiving Party or its Representatives will cause irreparable harm and substantial injury to the Disclosing Party for which monetary damages would be an inadequate remedy.

**11.2. Injunctive Relief.** Accordingly, the Receiving Party agrees that in the event of any such breach or threatened breach, the Disclosing Party shall be entitled to seek immediate injunctive relief, specific performance, and other equitable remedies from any court of competent jurisdiction, without the necessity of proving actual damages or posting any bond or other security. Such remedies shall not be exclusive and shall be in addition to any and all other rights and remedies available to the Disclosing Party at law or in equity.

**11.3. Indemnification.** The Receiving Party agrees to indemnify, defend, and hold harmless the Disclosing Party from and against any and all losses, damages, liabilities, claims, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any breach of this Agreement by the Receiving Party or its Representatives.

## 12. TERM & TERMINATION

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**12.1. Term of Agreement.** This Agreement shall become effective on the Effective Date and shall remain in effect for a period of two (2) years from the Effective Date (the "Term"), unless terminated earlier by either Party upon thirty (30) days' prior written notice to the other Party. The termination of the Term shall end the period during which disclosures of Confidential Information may be made hereunder but will not affect the ongoing confidentiality obligations.

**12.2. Termination.** The termination of this Agreement shall not relieve the Receiving Party of its obligations with respect to Confidential Information disclosed prior to the date of termination.

**12.3. Confidentiality Period.** Notwithstanding the termination or expiration of the Term of this Agreement, the Receiving Party's obligations of confidentiality and non-use with respect to all Confidential Information received hereunder shall survive and continue for a period of five (5) years from the date of termination or expiration of this Agreement. [2]

## 13. SURVIVAL

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The rights and obligations of the Parties under the following Sections shall survive the termination or expiration of this Agreement indefinitely or for the period specified therein: Section 3 (Definitions), Section 4 (Confidential Information), Section 5 (Exclusions from Confidentiality), Section 6 (Obligations of Receiving Party), Section 8 (Return of Materials), Section 9 (Intellectual Property Reservation), Section 11 (Remedies), Section 12.3 (Confidentiality Period), Section 13 (Survival), Section 14 (Governing Law & Dispute Resolution), and Section 15 (General Provisions).

## 14. GOVERNING LAW & DISPUTE RESOLUTION

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**14.1. Governing Law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India, without giving effect to any choice or conflict of law provision or rule. The Parties expressly agree that the governing statutory framework for this contract is the Indian Contract Act, 1872. [1]

**14.2. Jurisdiction.** Subject to the dispute resolution mechanism in Section 14.3, the Parties agree that the courts located in Mumbai, Maharashtra, India shall have exclusive jurisdiction to hear and determine any suit, action, or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement. [1]

**14.3. Dispute Resolution.**

**(a) Good Faith Negotiation:** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties shall first attempt to resolve the matter amicably through good faith negotiations. The aggrieved Party shall notify the other

Party in writing of the nature of the dispute, and the Parties' designated senior executives shall meet within twenty-one (21) days of such notice to attempt a resolution.

**(b) Arbitration:** If the dispute cannot be resolved through negotiation within forty-five (45) days of the initial notice, such dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, and the rules thereunder.

1. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. If the Parties are unable to agree on an arbitrator within thirty (30) days, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
2. The seat, or legal place, of arbitration shall be Mumbai, Maharashtra, India.
3. The language of the arbitration proceedings shall be English.
4. The arbitral award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The award may be enforced in any court of competent jurisdiction.

**(c) Continuation of Obligations:** Notwithstanding the existence of any dispute, each Party shall continue to perform its obligations under this Agreement that are not in dispute.

**(d) Injunctive Relief Exception:** Nothing in this Section 14 shall prevent the Disclosing Party from seeking immediate injunctive or other equitable relief from a court of competent jurisdiction as provided in Section 11.

## 15. GENERAL PROVISIONS

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**15.1. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. There are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement. No Party has relied on any statement or representation from the other Party in entering into this Agreement that is not expressly contained herein.

**15.2. Amendment.** No amendment, modification, or supplement to this Agreement shall be valid or binding unless made in a written instrument that specifically refers to this Agreement and is duly signed by the authorized representatives of both Parties.

**15.3. Waiver.** No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege

arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**15.4. Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. The remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable, while most closely reflecting the original intent of the Parties.

**15.5. Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party in writing). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or by registered or certified mail (in each case, return receipt requested, postage prepaid). A notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this Section.

**15.6. Assignment.** Neither Party shall assign or transfer any of its rights or delegate any of its obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment, transfer, or delegation in violation of this Section shall be null and void. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

**15.7. No Agency or Partnership.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture, or to constitute either Party as the agent, employee, or representative of the other Party. Each Party is an independent contractor. Neither Party shall have the authority to bind the other Party in any manner whatsoever.

**15.8. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail in PDF format or by other electronic means shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original for all purposes.

**15.9. Costs and Expenses.** Except as otherwise expressly provided in this Agreement, each Party shall bear its own costs and expenses (including legal fees) incurred in connection with the negotiation, preparation, and execution of this Agreement and the evaluation of the Purpose.

**15.10. Interpretation.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

## 16. EXECUTION & SIGNATURES

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**IN WITNESS WHEREOF**, the Parties hereto have caused this Non-Disclosure Agreement to be executed by their duly authorized representatives as of the Effective Date.

<b>FOR THE DISCLOSING PARTY:</b>  _____ <b>Dr. Arjun Kapoor</b>  Date: _____	<b>FOR THE RECEIVING PARTY:</b>  <b>MedVault Diagnostics Pvt Ltd</b>  _____ By: Name: _____ Title: _____ Date: _____
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## SOURCES

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1. Authority Source: RequestScope, Tier: StructuredContext, Authoritative: No, Title: Structured Legal Scope, Jurisdiction: India - Maharashtra, Law/Regulation: Indian Contract Act, 1872, Citation: Indian Contract Act, 1872
2. Request Details, Title: Non-Disclosure Agreement - Dr. Arjun Kapoor and MedVault Diagnostics Pvt Ltd, Document Kind: NDA, Party A: Dr. Arjun Kapoor, Party B: MedVault Diagnostics Pvt Ltd, Jurisdiction: India - Maharashtra, Governing Law: Indian Contract Act, 1872, Confidentiality Period: 5 years after termination

## REGULATORY / NORMATIVE REFERENCES

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- ▶ Indian Contract Act, 1872
- ▶ Arbitration and Conciliation Act, 1996