MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on **01/08/2025** between the following Parties:

THEKVM Consultancy (UDYAM-KR-03-0478516) C-607,MJInfraAmadeus,Raysandra Main Road Chikkanamangla, Bangalore 560099,Karnataka	**AKSH RADTECH LLP (ACM-8559)** Bakerganj, Laheriasarai, Darbhanga,Bihar–846001,India

1. PURPOSE

The purpose of this MOU is to establish a strategic collaboration between **TheKVM**, a technology marketing and business-development company, and **Aksh Radtech**, a radiology services company, for the global marketing and delivery of radiology reporting services.

2. RESPONSIBILITIES OF THEKVM

TheKVM shall: • Market and promote Aksh Radtech's radiology services globally.
• Generate and introduce clients from **India, EU, USA and other international markets**.
• Identify hospitals, diagnostic centres, healthcare organizations and other potential customers.
• Support business development, sales discussions, proposals and client acquisition.
• Coordinate with clients and Aksh Radtech during onboarding and commercial discussions.
• Develop strategic partnerships and new market opportunities.

3. RESPONSIBILITIES OF AKSH RADTECH

Aksh Radtech shall: • Provide professional **radiology reporting services** for clients acquired through TheKVM.
• Ensure appropriately qualified radiologists/professionals are engaged for reporting.
• Maintain appropriate standards of reporting quality, accuracy and turnaround time.
• Handle the technical and clinical delivery of radiology services.
• Address reasonable client queries, corrections and quality-related issues.
• Comply with applicable medical, healthcare, patient-confidentiality and data-protection requirements.
The clinical interpretation and professional content of radiology reports shall remain the responsibility of Aksh Radtech and the appropriately responsible reporting professional.

4. CLIENTS AND BUSINESS OPPORTUNITIES

Clients introduced or acquired by TheKVM shall be mutually recorded and recognized as **TheKVM-sourced clients**. Neither Party shall intentionally bypass the other Party in relation to a client or business opportunity introduced by that Party without prior written consent.

5. COMMERCIAL TERMS

The commercial arrangement shall be mutually agreed for each client/project and may include revenue sharing, sales commission, fixed fees, or another mutually agreed commercial model. For major clients, the Parties may execute a separate Work Order / Commercial Agreement / Statement of Work specifying pricing, revenue share, payment terms, turnaround time and service requirements.

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6. CONFIDENTIALITY & DATA PROTECTION

Both Parties shall maintain strict confidentiality of all client information, patient information and medical images, radiology reports, commercial information, technical information and business strategies. The Parties shall comply with applicable Indian and international data-protection, healthcare and patient-privacy requirements, including applicable **GDPR/HIPAA requirements**, where relevant.

7. INTELLECTUAL PROPERTY

Each Party shall retain ownership of its existing intellectual property, technology, trademarks, software and proprietary information. Neither Party shall use the other Party's intellectual property or brand without appropriate authorization.

8. TERM & TERMINATION

This MOU shall remain valid for **two (2) years** from the Effective Date unless extended or terminated earlier. Either Party may terminate this MOU by giving **30 days' written notice** to the other Party. Termination shall not affect payment obligations or commitments relating to clients/projects already contracted or services already delivered.

9. RELATIONSHIP

The Parties are independent entities. This MOU does not create a partnership, joint venture, employer-employee relationship or agency between the Parties. Neither Party shall have authority to legally bind the other Party without prior written authorization.

10. GOVERNING LAW & DISPUTE RESOLUTION

This MOU shall be governed by the **laws of India**. Any dispute shall first be resolved through mutual discussion and good-faith negotiation. If unresolved, the Parties may proceed through appropriate legal/arbitration mechanisms as mutually agreed.

11. COLLABORATION

The Parties agree to work together in good faith to develop a **global radiology services business**, with TheKVM focusing on **Marketing, Business Development, Sales and Client Acquisition**, and Aksh Radtech focusing on **Radiology Reporting, Clinical Operations and Quality Assurance**. The Parties may also explore AI-assisted radiology, teleradiology, second opinions and other healthcare technology services.

IN WITNESS WHEREOF, the Parties have executed this MOU through their duly authorized representatives.

FOR THEKVM



Signature:

Name: Priti Mahaseth

Designation: VP, HR & Legal



FOR AKSH RADTECH



Signature:

Name: Dr.Moni Sah

Designation: Director and Co-founder

