



MEMORANDUM OF UNDERSTANDING

between the

NEW DEVELOPMENT BANK

and

NARAYANA HRUDAYALAYA LIMITED

The **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into between the New Development Bank (“NDB”) and Narayana Hrudayalaya Limited (Narayana Health), hereinafter jointly referred to as the “Parties”, and separately as a “Party”.

WHEREAS, NDB is a multilateral development bank, established by the Governments of the Federative Republic of Brazil, the Russian Federation, the Republic of India, the People's Republic of China, and the Republic of South Africa (hereinafter jointly referred to as “BRICS”) to mobilise resources for infrastructure and sustainable development projects in BRICS and other emerging market economies and developing countries, complementing the existing efforts of multilateral and regional financial institutions for global growth and development.

WHEREAS, Narayana Hrudayalaya Limited, incorporated in India with registered office at No. 258/A, Bommasandra Industrial Area, Hosur Road, Anekal Taluk, Bangalore – 560099, is engaged, inter-alia, in the business of running hospitals and providing healthcare services across various cities in India and has established multi-speciality hospitals at various locations in India. Narayana Health has significant expertise and goodwill in the field of cardiac and other advanced medical care.

AND WHEREAS the Parties desire to promote cooperation and mutually beneficial business relationship, they hereby reach the following understanding:

ARTICLE 1 OBJECTIVE

The objective of this MOU is to establish a knowledge-sharing partnership between Narayana Health and NDB, through which Narayana Health will support NDB and its member countries in strengthening smart hospital service capacity by sharing its experience in delivering efficient, technology-enabled, and patient-centric hospital services.

ARTICLE 2 AREAS OF COOPERATION

Under this collaboration, Narayana Health will share best practices in clinical operations, hospital management, and digital health solutions, including its digital tools that can be adapted for use in hospitals across NDB member countries, while NDB will deploy its financing instruments and country relationships in member countries to work with governments and partners to support and scale these solutions in line with national health priorities. This partnership will help countries strengthen their healthcare services, adopt proven digital tools, and enhance access to

high-quality, affordable care. The Parties agree that their cooperation may, inter alia, cover the following areas:

(a) **Digital health and data systems:** collaboration on dissemination of digital health tools, including hospital information systems, electronic medical records, telemedicine, and data-analytics solutions that can be deployed, where appropriate, in NDB member countries, subject to applicable laws and regulations.

(b) **Project preparation and knowledge sharing:** joint identification of opportunities to strengthen hospital and health-system infrastructure in NDB member countries, including through needs assessments, pre-feasibility and feasibility work, as well as preparation of knowledge products, workshops, and other knowledge-sharing activities in support of such opportunities.

(c) **Capacity building, training and exchanges:** organization of training activities, workshops, fellowships, study visits and other capacity-building initiatives for relevant stakeholders from NDB member countries, with a view to disseminating efficient, technology-enabled and patient-centric models of care.

ARTICLE 3 FOCAL POINTS

To facilitate the implementation of overall arrangements between the Parties, the Parties hereby designate the following focal points who will serve as primary contact points under this MOU:

For Narayana Health: Dr. Devi Shetty
Founder and Chairman
258/A, Bommasandra Industrial Area
Hosur Road, Anekal Taluk
Bangalore- 560099
India
E-mail: devishetty@narayanahealth.org

For NDB: Mrs. Dilma Rousseff
President of NDB
NDB Headquarters
1600, Guozhan Road, Pudong New District
Shanghai - 200126, China
E-mail: president@ndb.int

ARTICLE 4 MEETINGS

In order to accomplish the objectives of this MOU, the Parties may arrange, in accordance with each Party's relevant rules and procedures, meetings and other activities to establish direct contact between them with a view to exchanging information on a regular basis.

ARTICLE 5 COSTS

Unless otherwise agreed by the Parties in separate agreement(s) in writing, each Party shall bear all the costs of participation in cooperative activities pursuant to this MOU. The conduct of cooperative activities under this Memorandum is subject to the availability of funds, technical resources and personnel of each Party.

In case any cooperative activities under this MOU may result in costs for a Party, which such Party would be willing to share with, or reallocate to, another Party, such Party will inform the other Party prior to undertaking any such cooperative activities and prior to incurring any such costs, and the Parties will conduct respective consultations. Any such costs may be reimbursed or otherwise covered by another Party only subject to, and in accordance with, a separate agreement executed in writing by authorized signatories of the Parties prior to incurrence of such costs and prior to undertaking of cooperative activities which could result in such costs by the Party, which would be willing to reallocate the costs.

ARTICLE 6 EXCHANGE OF INFORMATION AND CONFIDENTIALITY RESTRICTIONS

The disclosure of information with respect to the activities contemplated herein will be made in accordance with, and to the extent permitted by the Parties' respective policies on disclosure of information. Unless otherwise agreed in writing and required to be disclosed by respective applicable laws and/or regulations, all information received by each Party under this MOU and the existence of this MOU shall not be disclosed without the prior written consent of the other Party to any third Party. The Parties acknowledge that collection, receipt, use, transfer and storage of data (including personal data) by the Parties in connection with this MOU shall be made in full respect of the legal framework applicable to each Party. Each Party will implement and maintain appropriate technical and organizational measures to protect data exchanged by the Parties from unauthorized access, disclosure, alteration, loss, or destruction.

ARTICLE 7
INTELLECTUAL PROPERTY RIGHTS

The Parties acknowledge that each retains ownership of its pre-existing intellectual property. In case any cooperative activities under this MOU may result in any new intellectual property created, such activities would be subject to separate agreement(s) executed by authorized signatories of the Parties.

ARTICLE 8
USE OF NAME AND LOGO

Neither Party shall use the name, logo, or trademarks of the other Party in any publicity, advertisement, other public disclosure relating to this MOU or otherwise in any way without the prior written consent of the other Party. This provision shall survive the termination or expiration of this MOU.

ARTICLE 9
FURTHER ARRANGEMENTS

In the event that opportunities for activities or projects are identified in the course, or as a result, of the cooperation between the Parties, any such activity or project would need to be reflected in a separate arrangement or agreements that may be entered into from time to time by the Parties.

ARTICLE 10
NON-BINDING NATURE

1. Notwithstanding anything herein to the contrary, this MOU reflects the views and intentions of the Parties to cooperate on a non-exclusive basis, expressed in good faith but without creating any rights and/or obligations whatsoever, or the incurrence of any liability on the part of either Party. No third party shall obtain any legal benefit from this MOU.
2. This MOU does not represent an offer, promise, undertaking or commitment on the part of either Party to finance all or part of any activity or project identified in or pursuant to this MOU.

3. Nothing within this MOU will limit the right of or prevent the Parties from entering into memoranda or arrangements with other parties with respect to any activity, project or area of cooperation covered by this MOU.

ARTICLE 11

STATUS OF PARTIES

1. The Parties are independent institutions acting in their own legal capacity. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, employer-employee, or any other legal relationship that would impose liability or fiduciary duties between them.
2. Neither Party, nor any of its personnel, representatives, or agents, shall have the authority to represent, act on behalf of, or enter into any contract or commitment on behalf of the other Party, including, without limitation, which would legally bind the other Party.
3. Each Party shall be solely responsible and liable for its own actions, omissions, and the conduct of its personnel in relation to activities under this MOU. This responsibility includes any claims, damages, or losses arising therefrom. The arrangement under this Article shall survive the termination or expiration of this MOU.

ARTICLE 12

GENERAL PROVISIONS

1. The Parties shall promote cooperation based on the principles of equality, mutual benefit, respect and trust.
2. All collaboration, projects and activities to be pursued under this MOU will be subject to the independent decision-making processes of each Party, including their respective applicable laws and regulations, policies, procedures, rules, objectives and approval requirements.
3. Nothing in this MOU will constitute nor be construed as a waiver renunciation or other modification of any of the immunities, privileges and exemptions enjoyed by the Parties under any treaty, international or domestic laws.
4. The Parties recognize that this MOU may be publicized in accordance with their respective policies on disclosure of information and in accordance with Articles 6 and 10.

ARTICLE 13

PUBLICITY

Notwithstanding provisions under Article 6 on Confidentiality, each Party shall make any external public announcements regarding this MOU in English only and with the other Party's prior written consent. The contents of any public announcement shall be mutually agreed by the Parties.

ARTICLE 14

DISPUTE SETTLEMENT

Any dispute arising out of, or in connection with, the interpretation or application of any provision herein contained in this MOU will be settled through good-faith consultations between the Parties.

ARTICLE 15

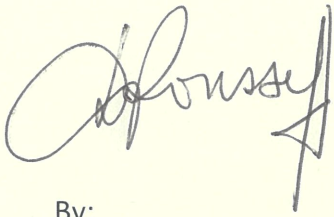
EFFECTIVE DATE, AMENDMENT AND TERMINATION

1. This MOU will enter into effect upon signature.
2. The Parties may amend this MOU at any time with written mutual consent. Any amendments and supplements to this MOU will be made in written form and signed by duly authorized signatories of each respective Party and will be an integral part of this MOU.
3. This MOU will remain in effect indefinitely unless terminated by mutual consent of both Parties or at the request of one Party with a ninety (90) calendar days' prior written notice to the other Party.
4. Unless otherwise agreed in writing, the termination of this MOU will not affect the completion of any project undertaken by the Parties prior to the termination thereof, or the full execution of any cooperation activity that has not been fully executed at the time of termination.

IN WITNESS WHEREOF, the Parties have signed this MOU in two originals.

Done on this 12th day of August 2026.

For New Development Bank

A handwritten signature in black ink, appearing to read 'Dilma Rousseff', with a stylized flourish at the end.

By:

Name: Mrs. Dilma Rousseff

Title: President

For Narayana Hrudayalaya Limited

A handwritten signature in blue ink, appearing to read 'Dr. Devi Shetty', with a large, sweeping flourish.

By:

Name: Dr. Devi Shetty

Title: Founder and Chairman