



MarvsAI LTD
262 Poplar High Street
E14 0BN
London UK

This Non-Disclosure Agreement (“Agreement”), effective as of signature date (the “Effective Date”), is entered into by and between

(i)

Name _____

Address _____ (the “Partner”)

And (ii)

Name: **MarvsAI** LTD

Address: 262 Polar High Street London UK (Company number 14191044)

In consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. Definitions. The following terms have the respective meanings assigned below.

“**Confidential Information**” means any and all information (whether tangible or intangible) disclosed by or on behalf of the **MarvsAI** to the **Partner**, including, without limitation, any rally-passed information, information gleaned from entering MarvsAI’s facilities, any and all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for Partner that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing. Confidential Information shall exclude any portion thereof to the extent Partner can demonstrate such portion: (i) was previously known to Partner and can be demonstrated as such before receipt from or on behalf of MarvsAI, provided that such information was not subject to any duty or other obligation of confidentiality; or (ii) is or becomes part of the public domain without violation of this Agreement by Partner; provided that only the specific information that meets the above exclusion shall be excluded and not any other information that happens to appear in proximity to such excluded portion (for example, a portion of a document may be excluded without affecting the confidential nature of those portions that do not themselves qualify for exclusion). “MarvsAI” means the party to this Agreement and/or any of its affiliates, in each case, disclosing Confidential Information hereunder or on whose behalf Confidential Information is disclosed hereunder. “Permitted Purpose” means consideration of the Partner’s employment between the parties, and any resulting relationship, but not Partner’s use outside of such relationship. “Partner” means the individual named above as the Partner who may receive Confidential Information in order to consider employment by MarvsAI.

2. Access. Subject to all of the terms of this Agreement, MarvsAI may disclose certain Confidential Information to Partner solely for the Permitted Purpose.

3. Nondisclosure. Partner agrees:

- (a) to keep secret and maintain Confidential Information as confidential and to hold Confidential Information in strict confidence for the benefit of MarvsAI; and
- (b) to use his/her best efforts to prevent unauthorized access to Confidential Information.



Partner shall not in any case disclose Confidential Information to any person or entity not a party to this Agreement without MarvsAI's written consent, which may be withheld or granted in MarvsAI's sole discretion. Partner shall be responsible and liable for any and all breaches of this Agreement resulting from any person or entity to whom Partner is permitted to disclose Confidential Information pursuant to the terms hereof or pursuant to a written consent by MarvsAI.

4. Use Restrictions. Partner agrees

(a) to use Confidential Information solely for the Permitted Purpose; and
(b) not to assert any intellectual property right in and not apply for or obtain any intellectual property protection with respect to any software or other invention or information represented by, or developed using, Confidential Information. Partner shall not attempt to: (i) reverse engineer, decompile, disassemble or reverse translate any Confidential Information provided by MarvsAI; (ii) attempt to discover the source code or composition of or trade secrets in any such Confidential Information; (iii) circumvent any technological measure that controls access to such Confidential Information; or (iv) export Confidential Information to any country if such export is prohibited, restricted or requires any license. Confidential Information will not be used in a manner that could, or could reasonably be expected to, provoke an interference with any patent application that MarvsAI has filed with respect to any part of Confidential Information and will not be used directly or indirectly by Partner to amend or add any claim in any patent application of any inventor to allow such claim to read on, cover, or dominate any invention (whether or not patentable) disclosed in Confidential Information.

5. Required Disclosures. Partner shall

(a) to the extent not restricted by applicable law or regulation, promptly notify MarvsAI upon learning about any court order or other legal requirement that purports to compel disclosure of any Confidential Information; and
(b) fully cooperate with MarvsAI in the exercise of MarvsAI's right to prevent or restrict the disclosure of any Confidential Information and to protect the confidentiality of Confidential Information. Partner may comply with any such court order or other legal requirement, but shall disclose only that portion of Confidential Information that Partner's counsel advises in a written legal opinion is so required to be disclosed.

6. No Licenses or Limitations; Limited Warranty. All Confidential Information provided hereunder is AS IS. MarvsAI does not make any representations or warranties (express or implied) as to the accuracy or completeness of the information disclosed hereunder; nor shall MarvsAI be liable to Partner for damages arising from the use of any information disclosed hereunder, whether from errors or omissions or otherwise. All of MarvsAI's rights in and to the information disclosed hereunder by it, including, without limitation, any and all intellectual property rights therein, shall remain the exclusive property of MarvsAI and neither this Agreement, nor any disclosure of information hereunder, in any way:

(i) grants to Partner any right or license under any copyright, patent, mask work or trademark now or hereafter owned or controlled by MarvsAI, except solely for consideration Information

Classification: of the Permitted Purpose (and, without limitation, specifically not for any implementation of such a relationship or transaction or for any other commercial activity);



- (ii) obligates MarvsAI to disclose any information, perform any work, enter into any license, business engagement or other agreement;
- (iii) limits MarvsAI from developing, manufacturing or marketing products or services which may be competitive with those of Partner;
- (iv) limits MarvsAI from assigning or reassigning its employees;
- (v) creates any joint relationship or authorizes Partner to act or speak on behalf of MarvsAI; or
- (vi) limits MarvsAI from entering into any business relationship with any third party. Each party reserves the right, in its sole discretion, to reject any and all proposals made by the other party with regard to a transaction between the parties and to terminate discussions and negotiations with the other party at any time and for any reason or no reason.

7. Termination. This Agreement shall survive in perpetuity until terminated upon the mutual written agreement of the parties hereto or by either party upon at least ten (10) days prior written notice to the other party; provided that all obligations of this Agreement, as they apply to Confidential Information disclosed hereunder, shall survive for a period of three (3) years from the date of disclosure of such Confidential Information. Notwithstanding the foregoing (including, without limitation, any termination of this Agreement), to the extent MarvsAI has disclosed information to Partner that constitutes a trade secret under law, Partner agrees to protect such trade secret(s) pursuant to this Agreement for so long as the information qualifies as a trade secret under applicable law.

8. Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at MarvsAI's request, Partner shall promptly return to MarvsAI all Confidential Information of MarvsAI, irrespective of who prepared Confidential Information. Any Confidential Information that is not possible to return, including but not limited to Confidential Information such as that which makes up Partner's knowledge after being passed to Partner orally or through Partner's experience talking with MarvsAI employees or entering MarvsAI's facilities, shall remain subject to this Agreement, regardless of termination, for so long as such information constitutes Confidential Information.

9. Unauthorized Disclosure. Partner shall promptly notify MarvsAI in the event of any unauthorized access to or use of any Confidential Information or any systems or facilities associated therewith, the extent of any such intrusion and how MarvsAI may be affected.

10. Notices. All communications hereunder shall be in writing, and shall be deemed to have been duly given

- (i) upon personal delivery;
- (ii) upon deposit in the mail if mailed by certified mail, return receipt requested, postage prepaid; or
- (iii) upon deposit with a recognized courier with next-day delivery instructions, to the address set forth below or such other address as either party may specify by notice sent in accordance with this Section. All communications shall be sent:

info@marvsai.com

And or Unit 903 Wharfpoint North, 262 Poplar High Street, E14 0BN

Signature _____ Date _____



European Patients ONLY

GPDR Notification for Patient opt-in

We take your privacy seriously and are committed to protecting your personal data. This page sets out the basis on which any personal data we collect from you or that you provide to us will be processed by us.

Request for User Permission to Hold Health Data

We are collecting your health data to help us provide you with the best possible service. Under the General Data Protection Regulation (GDPR), we are required to obtain your explicit consent before collecting, processing, and storing any sensitive personal data especially your health data.

By providing your consent, you are agreeing to the processing of your personal data for the purposes set out on the page. We will only collect, process, and store your data as necessary and in accordance with the GDPR.

Your health data will be used solely for the purpose of providing you with healthcare services. We will not share your data with any third parties without your explicit consent unless we are required to do so by law. Your data will be securely stored and protected against unauthorized access or disclosure.

You have the right to withdraw your consent at any time. If you wish to withdraw your consent, please contact us using the contact details provided below. Please note that withdrawing your consent may affect your ability to provide the healthcare service.

If you have any questions about how we process your personal data, or you wish to exercise any of your rights under the GDPR, including your right to access, rectify, erase, restrict, or object to the processing of your personal data, please contact us.

Signature of patient or personal representative

Printed name of patient or personal representative and his or her relationship to patient

Date



Info@marvsai.com

Registered in England and Wales 14191044

marvasti@marvsai.com

USA +1(571)899-0903

UK +44 7979786590



HIPAA AUTHORIZATION FORM (USA PATIENTS ONLY)

I,..... , hereby authorize the use or disclosure of my protected health information as described below:

1. AUTHORIZED PERSONS TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

MarvSAI Inc USA entity is authorized to disclose the following protected health information to personel and IT staff for training of AI system of _____, _____
_____.

2. DESCRIPTION OF INFORMATION TO BE DISCLOSED

The health information that may be disclosed is:

Medical records all past, present, and future periods of health care information may be shared.

3. PURPOSE OF THE USE OR DISCLOSURE

The purpose of this use or disclosure is app.

4. VALIDITY OF AUTHORIZATION FORM

This Authorization Form is valid beginning on _____ and until further notice.

5. ACKNOWLEDGMENT

I understand that the information used or disclosed under this Authorization Form may be subject to re-disclosure by the person(s) or facility receiving it and would then no longer be protected by federal privacy regulations.

I understand that my treatment, payment, enrollment or eligibility for benefits will not be conditioned on whether I sign this authorization.

This medical information may be used by the person I authorize to receive this information for medical treatment or consultation, billing or claims payment, or other purposes as I may direct.

1. This authorization shall be in force and effect from sign date until (date or event) authorization is withdrawn in written form.
2. I understand that I have the right to revoke this authorization, in writing, at any time. I understand that a revocation is not effective to the extent that any person or entity has already acted in reliance on my authorization or if my authorization was obtained as a condition of obtaining insurance coverage and the insurer has a legal right to contest a claim.
3. I understand that my treatment, payment, enrollment, or eligibility for benefits will not be conditioned on whether I sign this authorization.



4. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I have the right to refuse to sign this Authorization Form but your use of our IT systems may be limited in this case. If signed, I have the right to revoke this authorization, in writing, at any time. I understand that any action already taken in reliance on this authorization cannot be reversed, and my revocation will not affect those actions.

Signature of patient or personal representative

Printed name of patient or personal representative and his or her relationship to patient