

Memorandum of Understanding

This Non-binding Memorandum of Understanding (“MOU”) is entered into by and between Shenzhen Mindray Bio-Medical Electronics Co., Ltd. (hereinafter referred to as “MINDRAY”), with its registered seat in Shenzhen, China, and LLP Medical Service Market KZ, with its registered seat in Almaty, Al-Farabi ave., 53B, the Republic of Kazakhstan.

MINDRAY and Medical Service Market KZ are hereinafter referred to individually as a “PARTY” and collectively as the “PARTIES”.

Subject to any further definitive strategic framework agreement as the case may be, and based on the mutual intention to explore and develop potential cooperation in after-sales service operations, MINDRAY and Medical Service Market KZ agree as follows:

ARTICLE 1 GENERAL ARRANGEMENT

This MOU is non-binding and establishes a framework for potential cooperation between the PARTIES regarding after-sales service of Mindray equipment. The areas intended for exploration may include, but are not limited to:

- 1.1 Support in spare-parts delivery planning and guidance for establishing local spare-parts stock.
- 1.2 Technical training relating to equipment knowledge, troubleshooting, maintenance procedures, and service standards.
- 1.3 Guidance on preparation and standardization of service tools, test instruments, and maintenance facilities.
- 1.4 Assistance in establishing service workflows, reporting mechanisms, and quality assurance systems.
- 1.5 Any other areas mutually agreed upon in writing to enhance service capability.

Nothing in this MOU obligates either PARTY to enter into a formal cooperation or commercial arrangement. Any binding commitments will require a future definitive written agreement.

ARTICLE 2 CONFIDENTIALITY



Each PARTY shall maintain the confidentiality of all proprietary, technical, commercial, and operational information disclosed by the other PARTY. This MOU and its existence shall also be treated as confidential.

The confidentiality obligations herein shall survive the expiration or termination of this MOU.

ARTICLE 3 RELATIONSHIP OF PARTIES

Each PARTY is and shall remain an independent contractor. Nothing in this MOU shall be construed to create any agency, partnership, employment, fiduciary, or joint venture relationship. No PARTY shall have any authority to make commitments or incur obligations on behalf of the other PARTY.

ARTICLE 4 LEGAL EFFECT

Except for the confidentiality obligations expressly stated herein, this MOU is non-binding and does not constitute a legally enforceable agreement. No PARTY is obligated to proceed with negotiations or to enter into any definitive agreement. Each PARTY is responsible for its own costs and expenses related to the preparation, negotiation, signing, and performance of this MOU.

MINDRAY shall not be liable for any indirect, incidental, consequential, punitive, or special damages, including but not limited to loss of profits, loss of business, or loss of opportunities arising from or related to this MOU.

ARTICLE 5 NON-BINDING

This MOU expresses only the present intentions of the PARTIES. It is not legally binding and shall not be interpreted as an agreement or a commitment to enter into any agreement. No legally binding obligations shall arise unless and until the PARTIES execute a formal written contract.

ARTICLE 6 EFFECTIVE DATE, TERM AND TERMINATION

This MOU becomes effective on the date of the last signature ("Effective Date").

This MOU shall remain valid for two (2) years from the Effective Date unless terminated earlier.

Either PARTY may terminate this MOU without cause, by giving the other PARTY at least thirty (30) days' prior written notice.

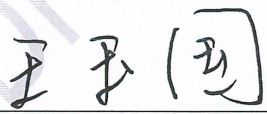
ARTICLE 7 DISPUTE RESOLUTION

This MOU shall be governed by the laws of China, without giving effect to its conflict law rules. The parties agree to resolve questions and disputes concerning interpretation, existence, validity, enforcement, termination of this MOU through direct negotiation and friendly dialogue. All disputes arising out of or in connection with this MOU not being resolved through negotiation, shall be finally settled by Medical Service Market KZ arbitration rules in force at the time of application for arbitration. The place of arbitration shall be Medical Service Market KZ.

The arbitrators shall be three. The arbitral award shall be final and binding upon both PARTIES. The languages for arbitration proceeding shall be English language.

Shenzhen **Mindray Bio-Medical**
Electronics Co., Ltd.

By: Igor Wang
(Title) Customer Service Manager –
Central Asia Region

Date: 13-02-2026 

LLP Medical Service Market KZ

By: Sergei Makanov
(Title) CEO

Date: 13-02-2026 

