

MASTER SERVICE AGREEMENT

BETWEEN

NUTRIVENTIA LIMITED

AND

H K COLLEGE OF PHARMACY

30TH AUGUST 2023



Initials	
Nutriventia	H K College
<i>[Signature]</i>	<i>[Signature]</i>



महाराष्ट्र MAHARASHTRA

2023

20 JUN 2023 58AA 140754



जिल्हा कोषागार कार्यालय, कोल्हापूर
15 JUN 2023
मुद्रांक प्रमुख लिपीक / लिपीक

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is made on 30th day of August 2023 ("**Effective Date**") by and between

NUTRIVENTIA LIMITED, a Company incorporated under the laws of India (bearing CIN : U15100MH2022PLC383483 and PAN : AAICN2723N) and having its registered office at Unit 703-704, 7th Floor, Solaris One Premises Co-operative Society Limited, N S Phadke Marg, Andheri (East), Mumbai - 400 069, India, (hereinafter referred to as "**Sponsor/Nutriventia**", which expression shall unless repugnant to the context or meaning thereof mean and include its affiliates, successors and permitted assigns) of the **ONE PART**;

And


H K COLLEGE OF PHARMACY, an organization registered under the Public Trust Act 1950, (bearing Registration Number : F13364 (Mumbai) and Income Tax Registration Number : AABTM5380L) having its registered office at H K College of Pharmacy Campus, Adj. Municipal School, Next to MHADA Complex Relief Road, Oshiwara, Jogeshwari (West) Mumbai-400102 (hereinafter referred to as the "**Institution/H K College**" which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **OTHER PART**;

Confidential



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<i>[Signature]</i>	<i>[Signature]</i>

20 JUN 2023

१. मुद्रांक रिप्ली नोंदणी अनु. क्रमांक / दिनांक	66292
२. दस्तावेज प्रकार	T. BOLD
३. दस्त नोंदणी करणार आहेत का ?	होय / नाही
४. मिडिलरीचे थोडक्यात वर्णन	
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही	
६. दस्तो उभारणाऱ्याचे नाव, पत्ता व सही	
७. मुद्रांक पत्रकाराचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परवाना धारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता	
ई. ८/१-१, सेक्टर-१, वाशी, नवी मुंबई	सी. सोहनो डार. धिरादार परवाना क्र. १२०१०२४
ज्या ठिकाणासाठी ज्यांनी मुद्रांक रजिस्ट्री केला त्यांनी त्याच कारणासाठी मुद्रांक धरतो हे स्पष्टासून व महत्त्वात वाचरने स्पष्टाकारक आहे.	

मुद्रांक विक्रीचे ठिकाण व पत्ता
 ८/१-१, सेक्टर-१, वाशी, नवी मुंबई



Sponsor and Institution are hereinafter collectively referred to as the **"Parties"** and individually as the **"Party"**.

WHEREAS:

- A. Sponsor is engaged in the business of development, manufacture, sale and distribution of semi-finished as well as finished nutraceutical formulations and dietary supplements for human health.
- B. The Institution is an education institute engaged in providing preclinical services to Pharmaceutical and nutraceutical organizations.
- C. Sponsor is desirous of and is willing to engage the Institution on a non-exclusive basis for providing the services of preclinical testing activities in accordance with the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE OF THE AGREEMENT

- 1.1 During the term of this agreement, Institution shall undertake preclinical studies in accordance with subsequent individual Project Contract for specific services to be rendered. As a general form of contract, this Agreement allows the parties to contract multiple projects through the issuance and execution of different Project Contracts without having to renegotiate the basic terms and conditions contained herein. Each such Project contract upon execution, form an integral part of this Agreement.
- 1.2 The specific details of each preclinical study (each such study is hereinafter referred to as **"Study"**), shall be agreed upon between the parties from time-to-time and on a product-to-product basis before commencement of study with respect to that particular product by way of executing a **Project Contract** which shall form part of this Agreement.

2. STATEMENT OF WORK

- 2.1 The Institution shall conduct study and prepare a report at its research facility, of the products as the Sponsor may specify in writing from time to time, in accordance with this Agreement, Project Contract, Protocol for the study, Good Laboratory Practices (GLP) and all other applicable laws, rules, guidance, regulations of the local country where the study is conducted and regulations of country of submission with the standard of care customary in the area of clinical research for pharmaceutical/nutraceutical industry.
- 2.2 Protocol / Study plan will be designed in accordance with the Sponsor and Regulatory requirements (as applicable). However, if any, significant changes to agreed protocol become necessary or desirable, such changes including budgetary and/or payment terms shall be agreed to in writing by an amendment to Project Contract. Sponsor shall have the



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right at any time and from time to time to initiate changes, alterations and/or modifications to the Protocol as Sponsor may deem necessary or appropriate, including, without limitation, suspending the Study temporarily or permanently.

- 2.3 The study plan will specify the Study design, objectives, inclusion and exclusion criteria, methodology, procedures, statistical analysis and other relevant procedures to be followed.
- 2.4 Institution shall plan the animal Study strictly in compliance to the requirements of the Institutional Animal Ethics Committee (IAEC) and applicable regulatory agency. It is Institution's responsibility to take approval for the study plan and also to promptly notify the Sponsor and the IAEC of any significant deviation from the study plan.
- 2.5 During the course of Study Institution shall keep the Sponsor informed of routine progress of the Study.

3. TIME FRAME

- 3.1 The timelines for completion of the Study are described in the attached Project Contract which are contingent on Institution receiving inputs as relevant in a timely manner. If the duration of an activity should change due to agreed project changes in writing, the timelines of related activities would also change accordingly.

4. REGULATORY

- 4.1 Institution will be solely responsible for permissions related to the Study including IAEC approval for the Study.
- 4.2 The Institution certifies that it and any person involved in or with the Study or who provides services under this Agreement have not been debarred and have not been convicted of a crime that could lead to debarment under the local product enforcement laws and that it will continue to remain so during the tenure of this agreement.
- 4.3 The Institution shall notify Sponsor within five (5) days, in receipt of communication letter, in writing of any regulatory body or other government inspection or inquiry concerning any study or Project conducted for Sponsor by the Institution. Institution shall be responsible for responding to such queries within reasonable time without any additional cost.
- 4.4 Upon request by Sponsor, Institution shall cooperate with the request, inquiry, investigation, audit or proceeding with governmental regulatory authorities. Sponsor shall retain the right and the obligation to make all required reports with respect to the Protocol to the FDA OR any other regulatory authority; provided, however, that Institution shall, provide Sponsor with written notice at a reasonable time before such report may be necessary, advisable or required.

5. MONITORING



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- 5.1 At any time during the study during normal business hours of the Institution, Sponsor reserves the right to monitor studies and facilities wherein any product is tested, or stored.
- 5.2 Institution shall perform the following record-keeping functions and reporting obligations in a timely manner:
- i. Prepare and maintain complete, accurate, and honest written records, accounts, notes, reports and data related to the Study in full compliance with the Protocol and applicable regulatory authority; and
 - ii. Deliver such records and reports as required to Sponsor in a prompt and timely manner for the Study no later than the specified schedule, after completion of the Study and Project Contract or earlier termination of this Agreement, the Study and/or the Project Contract after receipt of written notice from Sponsor.
- 5.3 Institution shall prepare final Study report/s as per regulatory requirement. The cost of study agreed includes the cost of soft copy of final report.

6. PAYMENT

- 6.1 In consideration of the services to be provided by the Institution, Sponsor agrees to pay to Institution an amount (total Contract Value for the Study) which shall be more specifically mentioned in the Project Contract attached herewith this Agreement. The payment shall be made as per the milestones as follows:
- i. 50% on signing of contract
 - ii. 50% on completion of project

Sponsor shall make the payment within 30 days of the receipt of Invoice from Institution.

- 6.2 In case a study is terminated postponed or cancelled after commencement, by SPONSOR, Institution shall be entitled for proportionate payments for the study conducted till termination and in case of any advance paid by Sponsor, Sponsor shall be entitled for the refund of proportionate advance paid to Institution, in pursuance this clause, after adjustment of the fees, if any.
- 6.3 If any payment to Institution is subject to any form of withholding tax or similar tax deduction, Inventia shall make such payment to Institution after deduction of applicable taxes at source.

7. INVESTIGATIONAL PRODUCTS

- 7.1 The Sponsor shall provide Investigational products / reference formulations & reference standards / metabolites for the analytical phase of the study, to be studied under this Agreement. The product(s) shall be made available in appropriately marked containers. It is mutually agreed that Institution shall place reliance on Certificate of Analysis (COA) given by the Sponsor and that the Sponsor shall take the full responsibility of any issues and/or events arising out of the failure of the products to conform to the COA.



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7.2 **Return of Product Supplies:** After the completion of a Study or the early termination of a Study, Institution shall promptly either return or destroy any unused product, as directed by Sponsor, together with a written inventory of the unused products, as directed by Sponsor and shall certify the same in writing

7.3 **Non-Diversion, Labeling** All products supplied to Institution shall be administered to the animals in accordance with Clause 2.1 of this Agreement and in accordance with the Protocol. In no event shall any product supplied under this Agreement be used by Institution for any purpose other than as expressly permitted by this Agreement. Institution shall use only the labeling for the products which is or has been provided by Sponsor, unless otherwise permitted, in each instance, by Sponsor, in its sole discretion, in advance and in writing.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Each Party warrants and represents that it :

- i. has the corporate power and other power and authority to enter into and perform its obligations under this Agreement;
- ii. is aware of no legal, contractual or other restriction, limitation or condition that might adversely affect its ability to perform hereunder.
- iii. all information provided and statements made in connection with this Agreement are true and are not misleading (whether by reason of an omission to state a particular fact or otherwise)

8.2 There are no judicial, arbitral, regulatory or administrative proceedings or investigations, claims, actions or suits are pending and/or threatened against Institution in any court or by or before any governmental body or regulatory agency.

8.3 The Institution has the necessary skill, experience, expertise and necessary facilities/infrastructure to provide the services contemplated under this Agreement.

8.4 Institution shall obtain and maintain all licenses, authorizations and permissions required under law for providing the services contemplated under this Agreement and that all such licenses, authorizations and permissions are in full force and effect, at present and during the term of this Agreement.

9 PUBLICATION

9.1 Institution may publish the results of scientific investigations involving the Study, only after taking explicit written approval from the Sponsor and provided that confidential and/or proprietary information of the Sponsor not publicly known is not disclosed and that the Sponsor is provided a copy of the manuscript sixty (60) days prior to submission for publication so that it may offer comments thereon and also explicitly including co-authors from the Sponsor. In the event the Sponsor asks to defer publication, Institution shall not publish or otherwise disclose to any third party any of the information contained in the publication until the Sponsor notifies Institution to the contrary and/or the parties agree on appropriate, mutually acceptable changes to the manuscript.



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10 INVENTION

10.1 All data and results of the Study shall be the sole and exclusive property of the Sponsor. Institution acknowledges that all test articles, all raw data, and all documentation, including but not limited to protocols, source documents, final reports are the exclusive property of the Sponsor.

11 CONFIDENTIAL INFORMATION

11.1 All Confidential Information of SPONSOR in the possession of Institution, whether or not marked as 'confidential', shall be held in strict confidence, and Institution shall take all reasonable steps necessary to preserve the confidentiality thereof. Each Party agrees to disclose to the other only the information that is required for the performance of its obligations under this Agreement.

11.2 Institution shall not disclose or disseminate SPONSOR's Confidential Information to any person other than those employees and / or students who have a need to know it, in order to assist Institution in performing its obligations, or to permit Institution to exercise its rights under this Agreement. Such employees shall be bound by the terms and conditions of this Agreement and Institution shall be responsible and indemnify SPONSOR for any breach of this Agreement by its employees to whom the Confidential Information has been disclosed. In addition, Institution-

- i. shall take all steps to prevent unauthorized access to SPONSOR's Confidential Information; and
- ii. shall not use SPONSOR 's Confidential Information for any purposes other than in connection with performing its obligations or exercising its rights hereunder; and
- iii. shall promptly advise SPONSOR in the event it learns or suspects that any of SPONSOR's Confidential Information in Institution's possession has been revealed or improperly acquired by any third party and shall assist SPONSOR in its efforts to retrieve the material and mitigate the effects of the exposure or loss.

11.3 The term "**Confidential Information**", as used herein, shall mean and include any and all proprietary and confidential information of SPONSOR including without limitation, the technical information, business strategies, plans and procedures, proprietary information, tools, processes, methodologies, data and trade secrets, information or data of an intellectual, scientific, financial, commercial or competitive nature which is not in the public domain and in which SPONSOR has a business, proprietary or ownership interest or has a legal duty to protect, whether or not received from a third party in whatever form, and which may be received, accessed or obtained by Institution during the period of this Agreement.

11.4 Upon SPONSOR's written request at any time / on expiry of this Agreement, Institution shall promptly cease to use the Confidential Information and at the option of SPONSOR, destroy



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or return to SPONSOR, all Confidential Information provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

11.5 Notwithstanding anything to the contrary in this Agreement as between the Parties, the title and ownership of Confidential Information shall remain exclusively with SPONSOR. Disclosure of Confidential Information of a Party to the other Party shall not be construed as a grant of any license or other rights in or to the Confidential Information except as specifically set forth in this Agreement.

11.6 For avoidance of doubt, a breach of the confidentiality obligation under this Clause shall constitute a material breach of this Agreement and Party, in addition to any remedies available under this Agreement, shall have and may cumulatively exercise all rights at law or in equity for the protection of its Confidential Information, including obtaining an injunction enjoining the breach or threatened breach of this Clause.

11.7 This Clause shall survive indefinitely the expiration or termination of this Agreement.

12 INDEMNIFICATION

12.1 Institution shall indemnify, defend and hold Sponsor and its officers, directors, employees and agents harmless from any and all liabilities, losses, damages and claims arising out of (a) any breach by Institution of its obligations under this Agreement; (b) any negligence in the performance of Institution obligations under this Agreement, (c) any deviation from or failure to follow the instructions laid down in the approved labeling information of the products, whether such failure is by Institution, its officers, directors, employees, by a subject of the Study, or by any other third party, and (d) all other acts and omissions of Institution, its officers, directors, employees, including but not limited to claims from volunteers, costs of fresh studies, and all activities performed / services rendered by Institution.

13 TERM AND TERMINATION

13.1 This Agreement shall commence from the Effective Date and shall continue to remain in full force and effect for a period of five (5) years unless terminated. Upon the expiry of the term, this Agreement may be renewed on such terms and conditions as mutually agreed upon by the parties hereto. Inventia may terminate this Agreement without assigning any reason and without being liable in any way to Institution for payment of damages or other compensation whatever, by giving three [3] months prior written notice in this regard.

TERMINATION

13.2 Notwithstanding anything contained herein, either party shall be entitled to terminate this Agreement

- i. immediately upon notice, if other party is voluntarily or involuntarily adjudicated as bankrupt;
- ii. immediately upon notice if other party becomes insolvent or has a receiver of its assets or property appointed;



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- iii. immediately upon notice if other party makes an assignment for the benefit of creditors;
- iv. immediately if either party breaches any term of this Agreement and fails to correct such breach within 30 days of written notice of the breach, provided however that if such material breach is not capable of remedy, non breaching party shall be entitled to terminate the Agreement forthwith by notice in writing and without providing the 30 days of written notice for remedy referred to above.

Consequences of Termination

13.3 Upon expiry or termination of this Agreement for any reasons whatsoever –

- i. Costs payable in case of termination under this clause will be as per mutual agreement.
- ii. Institution shall return to Sponsor all reports/documents/data including but not limited to the leftover/remaining consignments of the Product after the termination of the agreement or as and when required by Sponsor. However, one copy can be retained by Institution for archival/legal purposes or for such period as may be required by any statutory regulation after which the same shall be at the option of Sponsor destroyed or returned to the Sponsor.
- iii. If the study is terminated by Institution prior to completion, then Institution will refund to the Sponsor all amounts previously received from Sponsor for the said study. If the amount previously paid by Sponsor to Institution exceeds the amount that is actually owed, then Institution shall reimburse the balance to Sponsor within thirty (30) days of receipt of notice of termination.

13.4 Project Contract shall continue until the Study is completed or until terminated in accordance with this Master Service Agreement.

14 ASSIGNMENT AND SUB-CONTRACTING

14.1 The Institution shall not assign or sub-contract any of its rights or obligations under this Agreement to any third party, without the prior written consent of the other Party.

15 FORCE MAJEURE

15.1 Neither Party shall be responsible for the failure or delay of performance if caused by an act of war, hostility, terrorism, riots, civil disorders or blockages, lockouts, strikes, labor disputes, quarantines, act of God, (including fire, flood, earthquake or other natural catastrophes), acts of government (each a "Force Majeure Event") which acts are outside the reasonable control of the obligated party and have a material impact on the performance of the obligated party. Either party shall be entitled to terminate this Agreement, where one of the parties is not able to perform its obligations under this Agreement for a period exceeding 3 [three] months by reason of Force Majeure Event.

16 LIABILITY & INSURANCE

16.1 Institution shall secure and maintain in full force and effect throughout the performance of the Study, insurance coverage sufficient to cover its exposure for professional indemnity and general liability (including bodily injury and death) in the normal course of business.



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17 MISCELLANEOUS

- 17.1 Independent Contractors** - The relationship hereby established between the parties is solely that of independent contractors on a principal to principal basis. This Agreement shall not create an agency, partnership, joint venture or employer/employee relationship. Neither Party to this Agreement is authorized to incur any obligation and liability for and on behalf of the other and no Party shall be liable for any obligation and or liability incurred by the other Party.
- 17.2 Severability** If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
- 17.3 Waiver.** No term or provision of this Agreement will be considered waived by either Party, and no breach consented to by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom it is asserted. No consent to or waiver of a breach of this Agreement by either Party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement by such Party.
- 17.4 Entire Agreement.** This Agreement shall be deemed to represent the entire agreement between the Parties hereto regarding the subject matter hereof and shall supersede, cancel and replace any and all previous agreements, arrangements, writings or undertakings in this behalf between the Parties hereto.
- 17.5 Modifications** - No Modification shall be effective unless made in writing and signed by a duly authorized representative of each party.
- 17.6 Governing Law and Jurisdiction** - This Agreement is governed by the substantive and procedural laws of India. Any disputes arising out of this Agreement shall be referred to and settled by arbitration in accordance with the Arbitration & Conciliation Act 1996 with the statutory modifications. The Arbitration shall be conducted by a sole arbitrator to be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Mumbai and language to be used in such Arbitration proceedings shall be English. Any majority Judgment, decision or award of the Arbitral Tribunal shall be final and binding and shall be enforceable in any court of competent jurisdiction.
- 17.7 Counterparts.** The Agreement may be executed in two original counterparts and each counterpart shall be deemed an original to this Agreement.
- 17.8 Authority to Execute.** Each of the Parties represents and warrants that the authorized representative who executes this Agreement on behalf of such Party has been duly authorized on behalf of such Party to execute this Agreement.

Signature Page Follows.



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<i>[Signature]</i>	<i>[Signature]</i>



IN WITNESS WHEREOF, the Parties hereto have executed these presents on the day and year first herein above written.

NUTRIVENTIA LIMITED

H K COLLEGE OF PHARMACY



Name: Rajat Shah
Designation: Director



Name: Dr Tushar N Lokhande
Designation: Principal and Professor

Reviewed by: ND, KP

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