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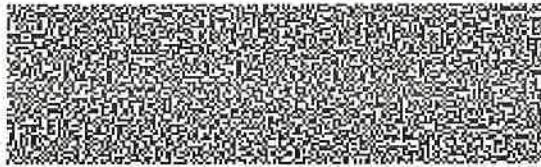
INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA14510592229137W
Certificate Issued Date : 30-Jan-2024 12:52 PM
Account Reference : NONACC (FI)/ kaksfcl08/ BOMMASANDRA1/ KA-BV
Unique Doc. Reference : SUBIN-KAKAKSFCL0892812445713094W
Purchased by : AURIGENE ONCOLOGY LIMITED
Description of Document : Article 12 Bond
Description : CONSULTANCY SERVICES AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : AURIGENE ONCOLOGY LIMITED
Second Party : SRIKAR V
Stamp Duty Paid By : AURIGENE ONCOLOGY LIMITED
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



Please write or type below this line

This Stamp Paper forms an integral part of the Consultancy Services Agreement executed between

1. Aurigene Oncology Limited

and

2. Mr. Srikar V.

DS
Sl

LEGAL

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on the Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Strictly Confidential

CONSULTANCY SERVICES AGREEMENT

This Consultancy Agreement ("**Agreement**") is made and entered into, effective as of **01 February 2024** hereinbelow, by and between:

Aurigene Oncology Limited, having its registered office at # 39 & 40 (P), KIADB Industrial Area, Electronics City Phase 2, Bangalore 560 100, INDIA ("**Aurigene**" or "**Company**"), and

Srikar V. bearing PAN card number 'CFBPV5268P' and having residential address at House No. 20, Rama Reddy Layout, Dodda Thogur, Electronic City Phase 1, Bangalore-560100, ("**Consultant**").

Company and Consultant will be referred individually as a "**Party**" or collectively the "**Parties**" of this Agreement.

WHEREAS Consultant has represented to the Company that he possesses the relevant knowledge and expertise in relation to the Subject Matter as defined hereinbelow.

WHEREAS the Company wishes to utilize Consultant's expertise on the Subject Matter.

WHEREAS in furtherance thereof, the Company desires to retain Consultant to provide certain Services as defined in this Agreement and the Parties have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth below the Parties hereby agrees as follows:

1. Services: Commencing on the Effective Date, the Company hereby retains Consultant and Consultant hereby agrees to perform the Services for the Company as set forth herein. Consultant agrees to devote his expertise and contribute his best efforts in Company's interest for activities mentioned in Exhibit A (the "**Subject Matter**") as requested by Company. The Services are described with more details in Exhibit A attached to this Agreement (the "**Services**"). During the Term of this Agreement, the Consultant shall devote his time to perform Services exclusively for the

Company. For avoidance of doubts, the Consultant shall, during the Term, not provide services directly / indirectly, to any other entity or person. The Consultant shall perform Services at Company's location, or such other location as may be agreed by the Parties. The Consultant will perform Services and provide results thereof with the highest degree of professional skill and expertise. The Consultant shall not use the assistance of other individuals / third parties without express written prior consent of the Company.

2. Term: This Agreement and the Consultant's Service hereunder shall commence on the Effective Date and shall continue for six (6) months ("Term") unless renewal further or terminated earlier as per the provisions of this Agreement.

3. No Conflict of Interest: The Consultant represents and warrants that:

- a. The Consultant's execution and performance of this Agreement will not constitute a breach or conflict with any existing agreement with a third party.
- b. The Consultant is not presently involved, and throughout the Term and one (1) year thereafter, will refrain from engaging, (i) either on a full-time or part-time basis; (ii) either for personal or individual interests or directly / indirectly as an employee, contractor, or in any advisory capacity with any third party; (iii) either for consideration or on an honorary basis, to provide Services identical or similar to those outlined in this Agreement. Such engagements are to be avoided to prevent conflicts of interest.
- c. The Consultant commits not to utilize any Confidential Information or intellectual property belonging to the Company for any purpose other than the performance of Services specified in this Agreement. This prohibition expressly includes, but is not limited to, activities that may conflict with or be prejudicial to the best interests of the Company.

4. Representations and Warranties:

- a. The Consultant hereby represents that there are no limitations or restrictions of any nature on the Consultant executing this Agreement and such execution shall not contravene any existing or future contractual, statutory, or otherwise any obligation of the Consultant towards any third party.

- b. The Consultant represents and warrants that it possesses the necessary qualifications, expertise, and skills to perform the Services in a professional and diligent manner.
- c. The Consultant warrants that the methods or process employed by the Consultant in performing the Services or otherwise used while rendering the Services contemplated under this Agreement do not, and shall not, infringe Company's or any third-party's intellectual property rights.
- d. The Consultant represents and warrants that the performance of the Service under this Agreement shall not infringe upon intellectual property rights, trade secrets or any other proprietary rights of any third party.
- e. The Consultant shall strictly comply with all company policies and procedures during the Term of this Agreement and in the performance of Services including but not limited to mandatory policies such as Safety, Code of Business Conduct, Information Security and Prevention of Sexual Harassment.
- f. Consultant warrants that it shall fully comply with all applicable laws, regulations and principles related to Anti-Bribery / Anti-Corruption and Anti-Competition principles throughout the Term of this Agreement. The Consultant agrees to the following:
 - i. The Consultant shall not offer, promise, give or authorize any undue financial or other advantages to any individual, including government officials, in order to obtain or retain business or secure any unfair advantage.
 - ii. The Consultant shall comply with all applicable competition laws and regulations and shall not engage in any anti-competitive practices.
 - iii. The Consultant shall not engage in any form of corruption, including extortion, embezzlement, money laundering or fraudulent activities.

- iv. Consultant warrants that it has not and will not directly or indirectly offer or pay or authorize any payment or any money or anything of value or improperly seek to influence any government official for and behalf of Company.
- g. Consultant warrants that it shall not sub-contract / assign its obligations under this Agreement to any third party without the prior written approval of Company.
- h. Consultant shall, during the entire Term, ensure that it has obtained and maintains as valid, at its own costs and expense, prudent insurance coverage adequate to cover all its obligations and potential liabilities that may arise in terms of or in relation to this Agreement.

5. Compensation: Exhibit A attached hereto sets forth the amount and timing of payment for Services. It is further clarified that:

- a. Except as specified in this Agreement, Consultant will receive no other payments from Company in connection with the Services unless agreed in writing.
- b. All payments will be made after deducting taxes due as per applicable laws.
- c. In the event the Services rendered by Consultant under this Agreement are not in compliance with the terms of this Agreement, then Company will not be obliged to make payments that correspond to the non-conforming portion of the Services to Consultant until such time that the non-conformity is rectified by the Consultant to the satisfaction of Company. Non-payment by Company on account of the failure of the Consultant to comply with the terms of this Agreement shall not be treated a breach of this Agreement by Company.

6. Relationship: The Consultant shall at no time be deemed to be an employee of Company and shall not be entitled to any benefits that are applicable to the employees of Company. If Company, at its sole and absolute discretion, extends any benefits available to its employees to the Consultant, such act shall not be construed to confer the status of an employee on the Consultant. Consultant shall be an independent contractor and shall not make any representation on behalf of Company or otherwise bind Company in any manner by its act or omission.

7. CONFIDENTIALITY: The Consultant expressly agrees as follows:

- a) At all times during the Term of Consultant's association with the Company and thereafter, Consultant will hold in strictest confidence and will not disclose, use, lecture upon or publish any of Company's Confidential Information as defined below. It is understood that Confidential Information will remain the sole property of the Company. Consultant further agrees to take all reasonable precautions to prevent any unauthorized disclosure of the Confidential information.
- b) **"Confidential Information"** shall mean all verbal and written communication / information, which may have been received by or disclosed, divulged, communicated, transmitted, or made available to, the Consultant, which in Company's opinion are regarded as confidential information and/or trade secrets.
- c) Consultant shall use the Confidential Information solely for the purpose of providing the Services as outlined in this Agreement and shall not disclose or make the Confidential Information available to any third party without prior written consent of Company.
- d) Upon expiration or other termination of this Agreement for any reason whatsoever, all documents and materials containing Confidential Information then in Consultant's control, whether prepared by the Consultant or other will be promptly returned into Company's possession.
- e) The obligations of confidentiality shall survive the termination or expiration of this Agreement and shall remain in effect for a period of five (5) years from the effective date of such expiry / termination.

8. Intellectual Property:

- a) Consultant will promptly and fully disclose to the Company any and all ideas, inventions, technologies, discoveries, improvements, know how and techniques that the Consultant conceives, reduces to practice, or develops during the Term of the Agreement, alone or its conjunction with others, as a result of performing the Services for the Company under this Agreement

or use of the Company's Confidential Information (collectively "**Inventions**"). Consultant agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings or in any other form that may be required by Company) of all Services provided and results thereof and such records shall be available to and always remain the sole property of the Company. Consultant agrees that all Inventions including all patent rights, copyrights, trade secrets and trademark rights therein shall be sole and exclusive property of the Company.

- b) Consultant hereby assigns to the Company his entire rights, title, and interest in and all Inventions and intellectual property rights therein including but not limited to power of attorney if, as and when required by Company.
- c) During the Term of this Agreement, its extension or renewal, any intellectual property emanating from the Services, will be the sole and absolute property of Company and the Consultant hereby assigns all rights, interest, and the like in the said intellectual property absolutely, exclusively, and perpetually in Company's favor. The Consultant shall execute all such documents and do all deeds as may be reasonably requested by Company to perfect and register its title over the said intellectual property. The Consultant shall not have any right of publication, unless so directed by Company.

9. Ownership: Consultant acknowledges that all documents and materials provided by Company are and shall remain the sole and exclusive property of Company.

10. No Publications: All decisions relating to publications related to Services shall be at the sole discretion of Company. Consultant shall not publish the results of his finding or participation in the performance of this Agreement or in relation to any Company's Confidential Information without the prior written consent of Company.

11. NAMES AND MARKS: The Consultant shall not use any marks / logo or name of the Company for any commercial, advertisement, or promotional or other purposes without the prior written consent of Company.

12. TERMINATION:

- a. The Company may terminate this Agreement at any time by giving fifteen (15) days written notice to the Consultant.

- b. In the event that Consultant commits a breach of the terms of this Agreement and fails to remedy that breach within fifteen (15) days after receiving written notice about such breach from the Company, the Company may, at its option and in addition to other remedies that it may have at law or in equity, terminate this Agreement.
- c. Further, Company may terminate this Agreement with immediate effect by providing a written notice to the Consultant, if the Consultant is guilty of (i) fraud / misrepresentation, misconduct and / or (ii) breach of applicable laws or confidentiality / IP obligations under this Agreement.
- d. The termination of this Agreement shall not affect (i) Parties' rights and obligations accrued before the effective date of such termination and, (ii) the obligations of the Consultant with respect to the Confidential Information disclosed to the Consultant prior to such termination.
- e. Upon termination of this Agreement, Consultant shall stop the performance of Services, unless otherwise advised by Company and, promptly deliver to Company all physical embodiments of Confidential Information, including without limitation all lists, agreements, notes, letters, notebooks, reports, manuals, compilations, accounts, drawings, and all other materials of a secret or confidential nature relating to the Company business which are in possession or under control of Consultant, whether recorded on paper, videotape, audiotape, computer disk or other media. The Consultant shall deliver to Company both the original and all copies of such material, retaining no original or copy or part thereof for himself.

13. INDEMNITY:

- a. Consultant hereby agrees to indemnify, defend, and hold harmless Company and its directors, employees, agents, from and against any and all claims, losses, damages, proceedings, demands, expenses (including reasonable attorney fees) which may arise or result from:
- b. Consultant's breach of any terms, representations, and warranties under this Agreement; or
- c. Consultant's infringement of Company's or any third party' intellectual property rights; or
- d. bodily injury to and/or death of any person caused by the Consultant to any person; or

- e. claims arising from the Consultant's gross negligence or willful misconduct.

14. Dispute Resolution and Governing Law: In the event that the Parties are unable to settle any dispute that arises between themselves amicably, such dispute shall be referred to a sole arbitrator mutually appointed by the Parties. The seat and venue of arbitration proceedings will be held at Bangalore, Karnataka. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in the English language. The arbitrator shall also decide on the costs of the arbitration proceedings. This Agreement shall be governed by and construed in accordance with the laws of India without regard to its conflicts of law principles. The parties agree to the exclusive jurisdiction of the Bangalore courts, in any suit or proceeding arising out of the subject matter of this Agreement.

15. MISCELLANEOUS:

- a. **Entire agreement:** The recitals and preamble to this Agreement, if any, are hereby incorporated as an integral part of this Agreement as if restated herein in full. Headings are included for convenience and reference only and are not incorporated as an integral part of this Agreement. This Agreement embodies the entire understanding of the Parties and supersedes all other past and present communications and agreements relating to the subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.
- b. **Survival of provision:** Each provision of this Agreement that would by its nature or terms survive, shall survive any termination or expiration of this Agreement, regardless of the cause. If any provision in this Agreement is held invalid, illegal, or unenforceable in any respect, such holding shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if it had never contained the invalid, illegal, or unenforceable provision.
- c. **Force Majeure Event:** Neither Consultant nor Company will be liable for failure of or delay in performing obligations set forth in this Agreement, and neither will be deemed in breach of its obligations, other than for Payments, if such failure or delay is due to natural disasters or other causes reasonably beyond the control of a Party and reasonable notice of the delay is provided to the other Party. The affected Party shall take

reasonable steps to mitigate the force majeure events and communicate to the other party confirming such force majeure events.

- d. **Assignment:** Consultant shall not assign his rights or obligations hereunder without prior consent of Company.
- e. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and as executed shall constitute one agreement, binding on both Parties, even though both Parties do not sign the same counterpart. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.
- f. **Equitable Remedies:** Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the Company may have.
- g. **Notices:** Any notices provided in this Agreement shall be in writing and shall be to the following contacts and are effective when sent if sent by a commercial carrier's overnight delivery service or when received if sent otherwise:

If to AURIGENE: Murali Ramachandra, CEO
Aurigene Oncology Limited
39 & 40 (P), KIADB Industrial Area
Electronics City Phase 2, Hosur Road
Bangalore 560 100

If to Consultant: **Srikar V.**
To the address mentioned on the first page.

The signatures of the undersigned indicate that they have read, understood, and agreed with the terms of this Agreement and that they represent and warrant that they have the authority to execute this Agreement on behalf of their represented Party and to bind their Party to all the terms of this Agreement.

For and on behalf of the Consultant

DocuSigned by:
Srikar V.
62B645DF32CE4A1...

Name : Srikar V.

For and on behalf of Company

DocuSigned by:
Murali Ramachandra
2392630753DA4ED...

Name : Murali Ramachandra
Designation : Chief Executive Officer

DS
SBS

SCM

DS
HP

HR

DS
BKK

Finance

DS
Sl

Legal

EXHIBIT A

SERVICES AND COMPENSATION

Working hours: As per the working hours applicable at the Company.

Working duration: Minimum 10 hours per month

Key responsibilities: The Consultant shall perform the following Services for the Company:

1. Developing in-silico models for predicting various properties / attributes of experimental molecules like potency, target binding, DMPK & Toxicity using Machine Learning, Neural Networking, Deep Learning & related techniques.
2. Setting up AI-backed bioinformatics algorithms that can support & streamline activities like genetic data understanding, mutation spectrum analysis, biomarker identification & mining new therapeutic targets.
3. Developing computer programs / scripts / software for work acceleration & automation.
4. Any other related services as required by the Company.

Compensation: In consideration of the Services performed by the Consultant under this Agreement, Company shall pay to the Consultant a compensation in the amount of **INR 20,000** per month.