

**SERVICE AGREEMENT**

This service agreement ("Agreement") is made and entered into this 01<sup>st</sup> Oct 2025, by and between,

- (1) Steril-Gene Life Sciences (P) Ltd, a company registered under the provisions of the laws of India (Corporate Identification Number U02423TN2007PT062549), having its corporate office at No. 15, Gopalakrishnan road, T. Nagar, Chennai – 600 017 and factory at No. 45, Main road, Mangalam Village, Villianur Commune, Puducherry – 605 110 (hereinafter referred to as "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and assigns), of the FIRST PART;; and
- (2) Sri Venkateswaraa Medical College Hospital and Research Centre, situated at No. 13 A, Pondy to Villupuram Main road, Villianur Commune, Ariyur, Puducherry – 605 102 (hereinafter referred to as "Service Provider", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and permitted assigns) of the OTHER PART.

("Company" and "Service Provider" are collectively referred to as "Parties" and individually as "Party").

- A. COMPANY is in the business of manufacturing of pharmaceutical formulations.
- B. Service Provider is engaged in the business of Medical Services. In response to COMPANY'S request for proposal to conduct annual medical examination, pre-employment medical examination and vision test, Service Provider has submitted proposal for providing requested services.
- C. COMPANY has evaluated and considered Service Provider's proposal and has agreed to award service orders/ work orders/ avail services of Service Provider from time to time in accordance with the terms and conditions set herein below:

For STERIL-GENE LIFE SCIENCES (P) LTD

*S. Ramakrishnan*

Authorised Signatory

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Deputy General Manager  
**SRI VENKATESHWARAA**  
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE  
ARIYUR, PUDUCHERRY.

NOW it is agreed between the Parties as follows:

1. Services.

1.1 The Service Provider agrees to provide and COMPANY agrees to avail Services from the Service Provider, as requisitioned by COMPANY in writing from time to time during the term of this agreement. The services covered by this Agreement and special terms and conditions thereto are listed in **Annexure-A** (collectively, the "**Services**").


1.2 The Service Provider shall ensure:

- i. That the services comply in all respect with the services description as mentioned in Annexure A
- ii. The Service Provider shall provide high level/quality of Services and shall ensure that the standard of performance of such Service shall be commensurate with similar services rendered by other reputed specialized service providers. Quality of Services and delivery of Services on time being the essence of this Agreement, Service Provider shall provide the Services as per the specified quality and the time schedule given by COMPANY which the personnel of the Service Provider shall not be entitled to change at any stage.
- iii. The Service Provider shall:
  - (a) at all times allocate sufficient resources with the appropriate technical expertise to supply to provide the Services in accordance with this Agreement;
  - (b) save to the extent that obtaining and maintaining the same are responsibility of COMPANY under the law, the responsibilities to obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary for the provision of the Services is on Service Provider.

2. Term.


2.1 This Agreement shall commence on 01/10/2025 the Effective Date and shall continue for a period of three years from the Effective Date, or until terminated by either Party in accordance with Section 9 below. The term of this Agreement may be extended for such period and on such terms as the parties may mutually decide.

For STERIL-GENE LIFE SCIENCES (P) LTD



Authorised Signatory

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Deputy General Manager  
**SRI VENKATESHWARRA**  
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE  
ANNUR, PUDUCHERRY.

**3. Bills and Payment:**

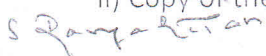
- 3.1 In respect of the work carried out by Service provider during a calendar month, the Service provider shall raise and submit the invoice by 7<sup>th</sup> day of the next month.
- 3.2 Payments shall be made within 30 (thirty) days of receipt of the invoice. All payments shall be subject to the Tax Deduction at Source (TDS) as per provision of income tax law. COMPANY will deduct such tax and pay the balance amount to the Service Provider. GST/ Service Tax shall be payable extra, as applicable.
- 3.3 The Service Provider shall, in the invoice raised on COMPANY, separately show GST/ Service Tax payable on the Services rendered. Any revision on the service charges is subject to the mutually agreed consent.
- 3.4 Payment will be subject to Service Provider providing COMPANY proof of payment of Service Provider's statutory dues such as contributions made towards Provident Fund, ESI and Gratuity etc. in respect of the personnel employed by it at COMPANY business premises and observance of other statutory compliances, *if applicable*.
- 3.5 In the event that taxes or duties are required to be made or withheld on payments made pursuant to this Agreement by any state, federal or provincial, including, but not limited to, Value Added Tax, Service Provider shall promptly pay said taxes and duties to the appropriate taxing authority(ies). Upon the request of COMPANY, Service Provider shall deliver to COMPANY any official receipt for any such taxes paid. COMPANY may dispute the amount of any invoice (each a "Disputed Amount") by providing oral or written notice to Service Provider. Partial payment shall be treated as notice from COMPANY of a Disputed Amount. COMPANY will make commercially reasonable efforts to notify Service Provider in writing of any Disputed Amount within Sixty (60) days of receiving the applicable invoice. However, neither the failure to provide the notice nor the payment of an invoice without asserting a dispute constitutes a waiver of any claim or right. If COMPANY ultimately agrees to pay any Disputed Amount, it has Sixty (60) days from the date of the resolution of the dispute to make that payment.

**4. Compliance with laws.**


- 4.1 Service Provider shall submit following documents to COMPANY before commencement of the job.

For STERIL-GENE LIFE SCIENCES (P) LTD  
i) Copy of the document showing legal status of the firm.

ii) Copy of the document showing allotment of PF Code No. by RPEC office.

  
Authorised Signatory

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Supply Manager  
**SRI VENKATESHWARAA**  
STERIL-GENE CENTRAL & RESEARCH CENTRE  
PUDUCHERRY

CIN : U02423TN2007PTC062549

Corporate Office : No.15, Gopalakrishnan Road, T. Nagar, Chennai 600 017, Tel: +91 44 2345 2030-34, Fax: +91 44 2345 2036

Factory : No.45, Main Road, Mangalam Village, Villianur Commune, Puducherry 605 110, Tel: +91 413 2661103 / 7373244777  
Tel : 73732 88777 Fax: +91 413 2661102

- iii) Copy of receipt / cover note / insurance policy obtained to comply with the provisions of Employees Compensation Act, 1923 (if applicable).
- iv) Copy of challans showing remittance of security deposit & license fee to obtain the labour license as per the provisions of The Contract Labour (R&A) Act, 1970 (if applicable).

- 4.2 After verification of above stated documents, entry permits for the contract laborers/ employees of Service Provider will be issued by security department of the contractor.
- 4.3 The Service Provider shall provide safety appliances / articles / equipments at his own cost to his employees.
- 4.4 COMPANY will be entitled to deduct directly from the bills to be paid to the Service Provider any sum or sums payable by Service Provider and which sum / sums COMPANY is required to pay as principal employer on account of Service Provider.
- 4.5 The Service Provider shall take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his personnel under the employees provident fund schemes and Employees state insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the Service Provider shall obtain necessary declaration forms from its employees and obtain individual insurance and PF number and shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all personnel engaged by the Service Provider.
- 4.6 If ESI is not applicable to the work site, the Service Provider shall obtain the policy of insurance to cover the liability arising under the Workman's Compensation Act and submit the copy of the same to COMPANY.
- 4.7 No labour below the age of 18 (eighteen) years shall be employed for rendering the Service under this Agreement. The Service Provider shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to its employee. The Service Provider shall undertake to comply with the applicable provision of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government Laws concerning employment of personnel employed/hired by the

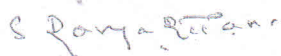
*S. Pongal Krishna*  
Authorised Signatory

*SR*  
Deputy General Manager  
**SRI VENKATESWARAA**  
LLOYD LABORATORY & RESEARCH CENTRE  
LLOYD LABORATORY

Service Provider and shall duly pay all sums of money to such personnel as may be required to be paid under such laws.

- 4.8 At no stage of the Agreement shall the employees of the Service Provider be deemed to be employees of COMPANY. The Service Provider shall be liable not only to pay wages to his employees but overtime, any compensation, notice pay, gratuity or bonus as payable and COMPANY shall not be held liable for any obligation of the Service Provider. Further the Service Provider shall be responsible for providing facilities such as canteen, transport and medical to his employees as it shall not be binding on COMPANY to provide these facilities to the persons deployed by the Service Provider. The Service Provider shall make arrangements to provide proper and valid identity cards to the employees.
- 4.9 In case, while on duty and during the course of engagement in the business premises under this Agreement, if any of the Service Provider's workforce meet(s) with any injury indisposition due to the accident or other natural calamities, the Service Provider shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Service Provider shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948.
- 4.10 It shall be sole responsibility of the Service Provider to settle disputes if any, arising out of the engagement between the Service Provider and the personnel engaged by them. The management of COMPANY shall not in any way be responsible, in the event, the personnel approach to the competent authority, under any Labour Act or the Court, the entire expenses in this behalf shall be borne by the Service Provider. For failure, the Service Provider shall alone be responsible for all action initiated by the enforcing agencies of the Government & others, including penalties imposed thereon and COMPANY shall have no obligation towards them.
- 4.11 Service Provider's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and or any bye-laws or rules framed under or any of these, COMPANY shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Service Provider's monthly payments.

For STERIL-GENE LIFE SCIENCES (P) LTD



Authorised Signatory

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Deputy General Manager  
**SRI VENKATESHWARAA**  
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE  
ARIYUR, PUDUCHERRY

**5. Equipment:**

- 5.1 The Service Provider shall be solely responsible for the cost of carriage of its Equipment to the Sites, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of this Agreement the Service Provider shall be responsible for the removal and safe disposal of all relevant supplier equipment from the sites, premises, including the cost of packing, carriage and making good the sites and/or premises following removal, and taking account of any sustainability requirements.
- 5.2 All the Service Provider's property, including equipment, shall remain at the sole risk and responsibility of the Service Provider. The loss or destruction for any reason of any equipment of the Service Provider shall not relieve the Service Provider of its obligation to supply the Services in accordance with this Agreement,

**6. REPRESENTATIONS**

- 6.1 The Service Provider makes the following representations, declarations, warranties, covenants, agreements and confirms that they are and will continue to remain, true, correct, valid and subsisting in every respect as of the date(s) of the transaction, the provision of the Services and the execution of each amendment to the Agreement, which representations, declarations, warranties and agreements shall survive the termination of the Agreement:
- 6.2 It is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 6.3 It has full capacity and authority to enter into and to perform this Agreement;
- 6.4 This Agreement is executed by its duly authorised representative;
- 6.5 It has all necessary consents and regulatory approvals to enter into this Agreement;

OF STERIL-GENE LIFE SCIENCES (P) LTD

*S. Rangarajan*

Authorised Signatory

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*VP*  
Deputy General Manager  
**DRS VENKATESHWARA A**  
MEDICAL SERVICES HOSPITAL & RESEARCH CENTRE  
ANNAR, PUDUCHERRY

- 6.6 The Services will be performed in a professional and with promptness and diligence in a workmanlike manner and that Service Provider will use its best efforts to perform the Services.
- 6.7 None of the Services, or any deliverables provided by Service Provider to COMPANY as part of the Services, will infringe, misappropriate or violate any intellectual property or other right of any person or entity.
- 6.8 All the information provided by the Service Provider to COMPANY are true and accurate in all material respects, are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and the other representations and warranties wherever provided by the Service Provider to COMPANY shall be deemed to form part of the representations and warranties herein made.
- 6.9 All the licenses, permits and authorizations required for carrying on its business or industry and performing the Services have been obtained and are in full force and effect.
- 6.10 The Service Provider is in compliance, in all respects, with all laws, including environmental laws, applicable anti bribery laws and regulations affecting its assets, its business and operations and has good title to or valid leases or licenses of, or is otherwise entitled to use its assets.
- 6.11 Neither the execution and delivery of the Agreement and the other transaction documents, if any, nor the consummation of the transactions contemplated thereby, or the fulfillment of or compliance with the terms and conditions of the Agreement and the other transaction documents, if any, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or document or writing or instrument to which it is a party, or by which the Service Provider or any of the property of the Service Provider is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.
- 6.12 No default is subsisting or might result from the execution of, or the providing of the Services under, the Agreement by the Service Provider;
- 6.13 Where the accounts are required to be audited under applicable law, the most recent audited accounts of the Service Provider: have been duly audited and

For STERIL-GENE LIFE SCIENCES (P) LTD prepared in accordance with applicable accounting principles and practices and

*S. Ranganathan*

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Tel : 73732 88777 Fax: +91 413 2661102

Deputy General Manager  
**SRI VENKATESHWARAA**

MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE

ANNAPUR, PUDUCHERRY

represent a true and fair view of its financial condition AND there has been no material adverse effect since the date on which those accounts were drawn up.

- 6.14 Except to the extent disclosed to COMPANY in writing –
- (a) no litigation, arbitration, administrative or other proceedings by government, governmental authority, official or entity are pending or threatened against the Service Provider or its assets, which, if adversely determined, might have a material adverse effect.
- (b) The Service Provider has not taken any action / other steps / legal proceedings started by or against it in any court of law / other authorities for bribery, its insolvency, bankruptcy, winding up, dissolution, administration or re-organization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Service Provider or of any or all of its assets.
- 6.15 There are no criminal proceedings instituted against the Service Provider and/or any of its personnel.
- 6.16 The Service Provider has complied with all the laws including applicable Anti Bribery laws, labour enactment, rules, authorizations issued by the Central, State and local authorities of the country where the Services are being performed / personnel of the Service Provider are located and taken all required permissions for performing the Services.

## 7. Confirmations, covenants, undertakings

- 7.1 The Service Provider shall comply with the terms and conditions specified in the Agreement and all other transaction documents, if any, as also ensure compliance of the transaction documents, if any, by its personnel and relevant persons who are party to / have executed or furnished the transaction documents. The Service Provider shall adhere to fair practice in performance of the Services.
- 7.2 The Service Provider shall obtain and keep all approvals in relation to the transactions contemplated under the transaction documents (if any) / performance of the Service valid throughout the tenure of the Agreement. The Service Provider shall bring to the notice of COMPANY any expiry, modification, or suspension of any such approvals / licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto; The Service Provider shall obtain and furnish such approvals as may be required in connection with the transactions contemplated under the Agreement.

For STERIL-GENE LIFE SCIENCES (P) LTD

*S. Rajakumar*

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Deputy General Manager  
**DR VENKATESWARAA**  
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE  
ANNAMALAI, PUDUCHERRY.

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Tel : 73732 88777 Fax: +91 413 2661102

- 7.3 The Service Provider shall, at its own costs, undertake all repair, replacement, upgradation or procurement of equipment / infrastructural facilities necessary for the provision of the Services.
- 7.4 No officer / director / employee / agent / representative of COMPANY or relatives of such officer / director / employee / representative, and no public official, in India or elsewhere, or relatives / representative of such public official or any third party connected with a public official, in India or elsewhere, has: (a) received, (b) been induced to receive, or (c) would receive, anything of value of any kind, directly or indirectly, from the Service Provider or its personnel or any person connected with the Service Provider in connection with the transactions contemplated among COMPANY and the Service Provider; none of the aforesaid persons have a business relationship of any kind with the Service Provider.
- 7.5 The Service Provider shall not exercise any lien or right of set off or appropriation on any of the assets, properties, monies, documents, instruments or material belonging to COMPANY for any reason whatsoever.
- 7.6 The Service Provider shall not violate any proprietary and intellectual property rights of COMPANY and / or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights.
- 7.7 COMPANY shall have a paramount charge, lien and right of set off on all monies payable, to the Service Provider or standing to the credit of the Service Provider with COMPANY or any of Affiliates of COMPANY against all or any sums which the Service Provider is liable to pay under the Service Provider Agreement and/or the other Transaction Documents or in respect of any other arrangement entered into by the Service Provider with COMPANY or Affiliates of COMPANY. In the event that there remains any amount due from the Service Provider either to COMPANY or any of the Affiliates of COMPANY under the Service Provider Agreement or otherwise, the monies payable to the Service Provider or standing to the credit of the Service Provider shall be applied first towards the outstanding amount owed by the Service Provider to COMPANY or Affiliates of COMPANY under the Service Provider Agreement or any other agreement / facilities and the Service Provider consents, confirms and agrees to execute all such documents/ writings in this regard. For the aforesaid purpose, the Service Provider irrevocably authorizes COMPANY to intimate such of Affiliates of COMPANY with whom the Service Provider has an agreement, to adjust the amount lying to the credit of the Service Provider with the Affiliates of COMPANY against all the dues payable by the Service Provider to COMPANY and any discharge given by COMPANY to such

*S. Ranganathan*

Affiliate of COMPANY in this regard, shall be valid and binding on the Service Provider.

- 7.8 The Service Provider shall comply with the provisions of applicable laws in relation to the transactions contemplated under the Agreement and the other transaction documents including all labour laws, applicable anti bribery laws (including but not limited to those of India, United Kingdom and United States of America) and codes of conduct prescribed by COMPANY. The Service Provider shall have in place appropriate code of conduct for its personnel with a provision of punitive action in case of any breach by its personnel.
- 7.9 COMPANY shall be entitled to conduct audits, on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the Service Provider in conjunction / connection with the Services performed for COMPANY.
- 7.10 COMPANY shall be entitled to access the books and records of the Service Provider in relation to the transactions contemplated in the Agreement and the other transaction documents as also access all the documents, records or transactions and other necessary information given to, stored or processed by the Service Provider within a reasonable time. The Service Provider shall provide unfettered access / shall ensure unfettered access to information by COMPANY. The Service Provider agrees that in the event of failure by the Service Provider to provide the information as stated above within a reasonable period, it shall indemnify COMPANY for any injuries/losses/liabilities.

## 8. PERSONNEL, SUB-CONTRACTORS AND AGENTS

- 8.1 The Service Provider shall be responsible for the selection, hiring, assigning and supervising / due diligence of the personnel and shall employ sufficient number of personnel to provide the Services in a prompt and efficient manner. All such personnel shall work under the supervision, control and direction of the Service Provider. The Service Provider shall be solely responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters. All personnel engaged by the Service Provider shall be in sole employment / control of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments, etc. Under no circumstances shall COMPANY

be liable for any payment or claim or compensation (including but not limited to

*S. Ramakrishnan*

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Authorised Signatory

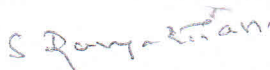
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compensation on account of injury / death / termination) of any nature to the personnel of the Service Provider. Nothing in the Agreement shall be construed as creating any contractual or other relationship between COMPANY and any personnel of the Service Provider, nor any obligation on the part of COMPANY to pay or see to the payment of any money due to any such personnel.


- 8.2 The personnel of the Service Provider shall continue to be the personnel of the Service Provider and work under its directions and shall not become or claim any employment from COMPANY.
- 8.3 The Service Provider shall ensure that the Service Provider has suitable trained, qualified, experienced and competent personnel for the performance of the Services. If so requested by COMPANY, the Service Provider shall provide evidence of the previous experience, qualifications and competence of any personnel engaged in the performance of the Services.
- 8.4 The Service Provider shall be solely liable for the acts, deeds and things done by the personnel of the Service Provider.
- 8.5 The Service Provider shall verify the antecedents of the personnel it desires to engage for provision of the Services and shall ensure that it does not engage or continue to engage any person with a criminal record / conviction and shall bar any such person from participating directly or indirectly in the provision of Services.
- 8.6 The Service Provider shall not subcontract any of its responsibilities contained in the Service Provider Agreement to any sub-agent or subcontractor without prior written permission of COMPANY, which COMPANY may deny at its absolute discretion and if COMPANY gives such prior written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and / or liabilities and the Service Provider shall be fully responsible for all acts and omissions of its subcontractors or sub-agents.
- 8.7 The Service Provider agrees and confirms that all the provisions applicable to the Service Provider in relation to its personnel shall also be ipso facto applicable to the sub-contractors and sub-agents.

For STERIL-GENE LIFE SCIENCES (P) LTD



Authorised Signatory

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Deputy General Manager  
**SRI VENKATESHWARA**  
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE  
ANNAMALAI, PUDUCHERRY.

CIN : U02423TN2007PTC062549

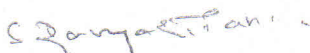
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Tel : 73732 88777 Fax: +91 413 2661102

9. Confidentiality.

- 9.1 The receiving party shall hold the confidential information of the disclosing party in strictest confidence and shall not, either directly or indirectly, disclose any confidential information of the disclosing party to any third party. The absence of any marking or legend indicating that any particular information that falls within the definition of confidential information is to be treated as confidential shall not limit or diminish the obligation of the receiving party to treat such information as confidential information.
- 9.2 Notwithstanding the foregoing, the receiving party may make the confidential information of the disclosing party available, on a need-to-know basis, to its permitted users, who require knowledge of the disclosing party's confidential information for the furtherance of the permitted purpose of this Agreement. The receiving party shall cause and obligate such representatives to maintain the secrecy of the disclosing party's Confidential Information in accordance with the provisions of this Agreement. For the avoidance of any doubt, the receiving party shall be liable towards the disclosing party with respect to any misuse or unauthorised disclosure of confidential information by the permitted users of the receiving party in violation of this Agreement.
- 9.3 The Service Provider agrees not to use confidential information or the trade name of COMPANY or any of its affiliates in any publicity, advertisement or other disclosure with regard to this Agreement without the prior written consent of COMPANY. Service Provider acknowledges that, COMPANY owns all right, title and interest in and to its confidential information. The Service Provider shall not acquire any right whatsoever in COMPANY's confidential information as a result of its use thereof pursuant to this Agreement, and the disclosure of COMPANY's confidential information to the Service Provider shall not be construed as granting to it a licence of any rights under any patents, copyrights, trade-marks, trade secrets or other intellectual property rights associated with COMPANY's Confidential Information.
- 9.4 Notwithstanding the provisions of this Agreement, immediately upon receipt of a written request from COMPANY, the Service Provider shall immediately destroy or return to COMPANY, COMPANY's confidential information and all copies, summaries, compilations, reports, analyses, memoranda or other notes made by Service Provider and/or its representatives in relation thereto in its or their

For STERIL-GENE LIFE SCIENCES (P) LTD

  
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Deputy General Manager  
**DR VENKATESHWARAA**  
MEDICAL OFFICE, LLOYD LAB & INSTANT CENTRE  
MADRAS, PUDUCHERRY

possession or under its or their custody and control and regardless of whether or not the Service Provider has completed the permitted purpose for which the COMPANY's confidential information was disclosed. The return or destruction of the COMPANY's confidential information shall not affect the obligation of the Service Provider to maintain the confidentiality thereof.

**10. Ownership.**

10.1 All data and information generated or derived by Service Provider as the result of services performed by Service Provider under this Agreement shall be and remain the exclusive property of COMPANY. Service Provider will execute all documents and perform all lawful acts which COMPANY considers necessary or advisable to secure its rights hereunder and to carry out the intent of this Agreement. Service Provider hereby waives, and agrees not to assert, any moral rights that may exist in the deliverables.

**11. Independent Contractor Relationship.**

11.1 For the purposes of this Agreement, the Parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturers. Neither Party shall have the power, nor shall the right to bind or obligate the other Party, and neither Party hold itself out as having such authority. All personnel engaged under this contract by the Service Provider shall be employees of Service Provider. COMPANY shall not have any liability/responsibility to absorb the persons engaged by the Service Provider and/or to extend any type of recommendation etc. for obtaining any job in COMPANY or elsewhere.

**12. Termination.**

12.1 Either party can terminate this Agreement at any time without liability, with or without a cause by giving written notice of thirty (30) days' to the other party.

12.2 This Agreement may be terminated by COMPANY immediately and without liability upon the occurrence of the following events:

For STERIL-GENE LIFE SCIENCES (P) LTD

*S. Ranganathan*

Authorised Signatory

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Deputy General Manager  
**ERI VENKATESHWARAA**  
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE  
ARVUR, PUDUCHERRY

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Tel : 73732 88777 Fax: +91 413 2661102

13. Indemnification.

- 13.1 Service Provider will defend, indemnify, and hold COMPANY, its affiliates, and their respective successors, directors, officers, employees, and agents (each, a "COMPANY Indemnified Party") harmless from and against any and all actual and direct losses, damages, liabilities, reasonable attorney fees, court costs, and expenses (collectively "Losses") to the extent that such Losses arise out of or relate to: (1) Any breach of any representation or warranty contained in this Agreement by Service Provider; (2) The negligent or willful acts or omissions of Service Provider or its employees, representatives, agents resulting in any bodily injury or death to any person or loss, disappearance or damage to tangible or intangible property; (3) Service Provider's (including its employees, agents) infringement, misuse or misappropriation of any third party intellectual property rights; (4) Breach of any obligations contained in this Agreement by Service Provider; (5) Service Provider's (or its agents') failure to comply with applicable laws, rules or regulations; except to the comparative extent that Losses result from the grossly negligent or willful acts of a COMPANY Indemnified Party).
- 13.2 Notwithstanding anything contained herein, the Service Provider shall not be liable for any indirect, incidental, consequential or any such losses or damages arising out of or in connection with the Services under this Agreement. The liability of the Service Provider under this Agreement is for actual and direct damages only caused on account of a reason solely attributable to gross negligence or willful default of the Service Provider, and the total liability (if any) of the Service Provider shall not exceed the amount of yearly charges actually paid by the Company under this Agreement.

14. Insurance.


- 14.1 Notwithstanding anything contained herein above, during the term of this Agreement to cover its obligations hereunder, Service Provider shall maintain adequate insurance coverage. Service Provider shall provide COMPANY with a certificate of insurance upon request. The insured shall provide the other Party with at least thirty (30) days prior written notice of any material change, cancellation or expiration of the above-required insurance.

For STERIL-GENE LIFE SCIENCES (P) LTD



Authorised Signatory

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Deputy General Manager  
**G. VENKATESHWARRA**  
GENERAL MANAGER & RESEARCH IN CHARGE  
APOLLO PHARMACEUTICALS

- (a) Upon expiry of the term of this Agreement (including any mutual extension thereof).
- (b) If Service Provider fails to comply the labour laws which are applicable to his firm from time to time.
- (c) In the event that Service Provider is adjudged bankrupt or makes a general assignment for the benefit of its creditor, or if a receiver is appointed.
- (d) In the event that Service Provider defaults in the performance of any obligation specified in this Agreement, COMPANY may notify the Service Provider hereof in writing and, if such default is not remedied within thirty (30) days from the date of such notice COMPANY shall have the right to terminate this Agreement immediately without further liability.
- (e) If Service Provider commits a material breach of this Agreement.
- (f) If the composition of Service Provider management structure changes, directly or indirectly, so as to be prejudicial to the parties interest; For the purpose of this Agreement the Change in the Management Structure shall mean and include but not limited to the change in the holding structure of Service Provider, acquisition, merger or taking over of the business by the creditors, who appoint a director to look after the affairs of Service Provider.
- (g) Performance of the obligations become impossible or prohibited by law, order or regulation.
- (h) Service Provider files a petition for winding up of COMPANY.
- (i) Service Provider violates any applicable law or otherwise any regulation required for performance of the services under this Agreement.


12.3 If at any stage during the period of the Agreement any case involving moral turpitude is instituted in a court of law against the Service Provider or its employees, Company reserves exclusive and special-rights for the outright termination of the Agreement without any notice to the Service Provider and in that event the Service Provider shall not be entitled to any compensation from COMPANY.

For STERIL-GENE LIFE SCIENCES (P) LTD



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Deputy General Manager  
**ORI VENKATESHWARA A**  
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE  
ARIPUR, PUDUCHERRY

CIN : U02423TN2007PTC062549

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15. Force Majeure.

15.1 For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

15.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the acceptance of the purchase order under this Agreement, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

15.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default in respect of this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all measures, with the objective of carrying out the terms and conditions of the Agreement.

16. Assignment.

16.1 This Agreement is personal to the Parties and Service Provider shall not be entitled to assign or sub-contract the services or any portion of this Agreement to any third party without the prior written consent of COMPANY. Any assignment or sub-contracting by Service Provider contrary to the provisions of this Agreement shall be void-ab-initio. COMPANY may assign this Agreement without such consent to its successor in interest by way of merger, acquisition, corporate restructuring, takeover or sale of all or substantially all of its assets.

For STERIL-GENE LIFE SCIENCES (P) LTD.

*S. Parvatharaj*  
Authorised Signatory

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Deputy General Manager  
**SRI VENKATESHWARAA**  
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE  
APARUR, PUDUCHERRY

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Tel : 73732 88777 Fax: +91 413 2661102

17. Survival.
- 17.1 The rights and obligations of COMPANY and Service Provider, which by intent or meaning have validity beyond such termination (including, but not limited to, rights with respect to confidentiality, ownership and indemnification) shall survive the termination of this Agreement.
18. Entire Agreement, Headings and Modification.
- 18.1 This Agreement, together with the Annexures, contains the entire understandings of the Parties with respect to the subject matter herein, and supersedes all previous agreements (oral and written), negotiations and discussions. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof. Any modifications to the provisions herein must be in writing and signed by the Parties.
19. Governing Law, Jurisdiction & Dispute Resolution.
- 19.1 The provisions of the Service Provider Agreement and the other transaction documents shall be governed by and construed in accordance with Indian law, unless otherwise specified in any of the transaction documents.
- 19.2 Any dispute, controversy or claims arising out of or relating to the Service Provider Agreement and/or the other transaction documents or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- 19.3 The dispute, controversy or claims arising out of or in connection with the Service Provider Agreement and/or the other transaction documents shall be referred to one (1) arbitrator appointed by both the parties.
- 19.4 The place of arbitration shall be Chennai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in Chennai.
- 19.5 The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

For STERIL-GENE LIFE SCIENCES (P) LTD

*S. Ramesh Kumar*

Authorised Signatory

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Tel: 73732 88777 Fax: +91 413 2661102

19.6 The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

#### 20. Notices.

20.1 All notices required to be given by one Party to the other shall be deemed to have been properly served when sent by a registered post or any other means of communication acceptable in law to the addresses mentioned in the first page of this Agreement.

#### 21. Waiver.

21.1 No forbearance or tolerance on the part of the either Party of any breach of this Agreement by the other shall constitute waiver of the requirements of this Agreement.

#### 22. Non-solicitation.

22.1 During the term of this Agreement and any extension thereafter Service Provider agrees and undertakes that, it will not either directly or indirectly through a third party individual, firm, solicit, offer or recruit any employee, business associate, sub-contractor or offer any kind of subcontracting business opportunity to or knowingly employ any employee of COMPANY irrespective of whether they were assigned or served COMPANY.

#### 23. Severability.

23.1 Service Provider acknowledges that the remedies at law for any breach by Service Provider of the provisions of the restrictive covenants will be inadequate and that COMPANY shall be entitled to injunctive relief against Service Provider in the event of any such breach, in addition to any other remedy or damage that may be available. Service Provider further acknowledges that the restrictions contained

For STERIL-GENE LIFE SCIENCES (P) LTD

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*S. Ramakrishnan*

CIN : U02423TN2007PTC062549

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Deputy General Manager  
**SRI VENKATESHWARAA**  
MEDICAL GENES SYSTEMS & RESEARCH CENTRE  
ANNAPUR. PUDUCHERRY

herein are reasonable, but agrees that if any court of competent jurisdiction shall hold such restrictions unreasonable as to time, geographic area, activities, or otherwise, such restrictions shall be deemed to be reduced to the extent necessary in the opinion of such court to make them reasonable.

**24. Counterparts.**

24.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall constitute an original, but all of which together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement after carefully reading the contents of this Agreement out of their free will and consent without any kind of force or coercion on them, on the date first here above mentioned.

Steril-Gene Life Sciences (P) Ltd

Sri Venkateswaraa Medical College Hospital and  
Research Centre

Signature: S. Rangasubramanian  
Name: \_\_\_\_\_  
Title: **STERIL-GENE LIFE SCIENCES (P) LTD**  
**No. 45, Main Road, Mangalam Village,**  
**Villianur Commune, Puducherry- 605 110.**  
**Ph : 0413 - 2661103**

Signature: N.R. PUKAZHENTHI  
Name: \_\_\_\_\_  
Title: **Deputy General Manager**  
**SRI VENKATESHWARAA**  
**MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE**  
**AVANALAR, PUDUCHERRY**

**WITNESSES:**  
1. \_\_\_\_\_

2. \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**ANNEXURE- A**

**Scope of Services:**

1. Service provider undertakes to provide pre-employment and post employment medical examination the employees of the COMPANY as and when needed by the COMPANY.
2. Service provider agrees to conduct Blood test which includes HB, TLC, DLC, ESR, Sugar (Random), Total cholesterol & Grouping, Urine routine examination and physical examination which includes height, weight, blood pressure, etc to ascertain medical fitness.
3. Additional test such as ECG (Resting), Chest X – Ray, audiometric, vision test may also be applicable on case to case basis based on the recommendations of the COMPANY as well as authorized medical practioner to ascertain the medical fitness.
4. Service provider agrees to provide the medical report along with opinion from authorized medical practitioner indicating fitness for employment within 7 days from the conduct of pre-employment/ annual medical examination.
5. Cost of Pre-employment medical examination will be Rs 700/- as mutually agreed and cost of annual medical examination will be Rs. 675/- as mutually agreed.
6. Service provider also agrees to provide other medical services to the company as and when needed on case to case basis subject to request from Human Resources department.
7. Service provider also agrees to provide emergency medical treatment including hospitalization to employees of the COMPANY subject to request from Human Resources department. All such treatment will be billed to the company if specifically requested by Human resources department.
8. Service provider also agrees to provide ambulance services, nursing services, disposal of bio-medical waste and medical officer services at mutually agreed rates.
9. COMPANY agrees to provide necessary infrastructure such as closed rooms, cabins for conducting annual medical examination at the premises of the COMPANY.

for STERIL-GENE LIFE SCIENCES (P) LTD.,

for Sri Venkateswaraa Medical College Hospital  
and Research Centre.

*S. Ramakrishnan*  
STERIL-GENE LIFE SCIENCES (P) LTD  
Authorized Signatory  
No. 45, Main Road, Mangalam Village,  
Villianur Commune, Puducherry- 605 110.  
Ph: 0413 - 2661103

*[Signature]*  
Authorized Signatory  
Deputy General Manager  
**SRI VENKATESHWARAA**  
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE  
VILLIANUR, PUDUCHERRY.