

MEMORANDUM OF UNDERSTANDING (MoU)

Between

B2LSPRY Private Limited, under the brand name Garbha.ai

Registered Office: H.No: 2-56/2/19, Madhapur, Hyderabad, Telangana, India
– 500081

(Hereinafter referred to as "**Garbha.ai**")

And

Biocipher Labs Private Limited (Biocipher.ai)

Registered Office: #40 Ragavendra Nilaya, Allum Layout, Moka Road, Bellary
City, Bellary – 583101, Karnataka, India

Laboratory Address: 370/371, WOC, near National Public School,
Mahaganapathi Nagar, 6th Phase, 1st Stage, Rajajinagar Industrial Town,
Bengaluru – 560044, Karnataka, India

(Hereinafter referred to as "**Biocipher.ai**")

Effective Date: ____ day of _____, 2025

1. PURPOSE

This Memorandum of Understanding ("MoU") sets forth the terms of a strategic partnership between Garbha.ai and Biocipher.ai to jointly offer integrated digital AI-based fertility solutions and laboratory installations across India.

Under this partnership:

- Biocipher.ai shall act as the exclusive national laboratory partner of Garbha.ai; and
- Garbha.ai shall act as the exclusive digital and AI technology partner of Biocipher.ai.

Both parties shall collaborate to develop, install, and promote their combined physical–digital offerings for IVF centers across India.

2. EXCLUSIVITY AND GEOGRAPHY

2.1 National Exclusivity:

Biocipher.ai shall have exclusive rights to act as Garbha.ai's laboratory partner for all IVF clinic collaborations across India.

2.2 Reciprocal Exclusivity:

Garbha.ai shall not engage with or appoint any other laboratory, diagnostics, or analytical partner providing similar reproductive health or IVF-related lab services in India during the term of this MoU.

2.3 Mutual Non-Competition:

Both parties agree not to promote or represent competing digital or laboratory offerings in the reproductive health and IVF domain for the duration of this agreement.

2.4 Expansion Rights:

Upon mutual consent, this partnership may be expanded to additional territories outside India under a separate addendum.

3. ROLES AND RESPONSIBILITIES

3.1 Biocipher.ai (Laboratory Partner)

Biocipher.ai shall:

- Establish and operate Biocipher Labs in alignment with Garbha.ai's digital infrastructure and standards;
- Provide laboratory analysis, genetic and molecular testing, and technical integration support;
- Promote and market Garbha.ai's digital AI offerings at IVF centers through its sales network;
- Conduct physical installations, demonstrations, and workshops in collaboration with Garbha.ai; and
- Share revenue with Garbha.ai as per the structure outlined in Clause 5.

3.2 Garbha.ai (Digital Partner)

Garbha.ai shall:

- Provide and maintain the Garbha.ai EmbryoScore and other digital AI solutions;
 - Support integration of Garbha.ai platforms with Biocipher lab systems;
 - Conduct joint marketing, training, and clinical onboarding initiatives; and
 - Share revenue with Biocipher.ai where Biocipher promotes Garbha.ai digital products.
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4. TECHNICAL AND OPERATIONAL INTEGRATION

4.1 All lab installations and digital deployments shall follow jointly approved technical standards.

4.2 Both parties shall collaborate on data security, compliance with regulatory norms (CDSCO, ICMR, HIPAA, GDPR), and infrastructure readiness of clinics.

4.3 Biocipher.ai shall ensure no reverse-engineering, data duplication, or access to Garbha.ai's proprietary algorithms or cloud architecture.

5. REVENUE SHARE AND COMMERCIAL MODEL

5.1 Biocipher-led Sales:

Where Biocipher.ai promotes and sells Garbha.ai digital solutions to IVF centers, Biocipher.ai shall retain 20% of the net realized revenue, and 80% shall be payable to Garbha.ai.

5.2 Garbha.ai-led Sales:

Where Garbha.ai promotes and sells Biocipher.ai's lab offerings, Garbha.ai shall receive 20% of the total lab revenue generated from such sales or installations.

5.3 Joint Physical–Digital Deployments:

For jointly executed integrated modules (lab + digital), the total revenue shall be shared such that Garbha.ai's share is not less than 20% of the total

realized revenue. Adjustments above 20% may be mutually agreed based on project complexity and scope.

5.4 Revenue Routing:

All client payments shall be routed through the party initiating the sale. Monthly reconciliation and cross-payment disbursements shall occur within 30 days of invoice realization.

6. BRANDING AND PROMOTION

6.1 All promotional material, presentations, and proposals shall be co-branded and jointly approved in writing.

6.2 Neither party shall release public statements or marketing materials using the other's brand without consent.

6.3 All official communications shall identify Biocipher.ai as the "National Laboratory Partner of Garbha.ai" and Garbha.ai as the "Digital and AI Partner of Biocipher.ai."

7. TERM AND TERMINATION

7.1 This MoU shall remain valid for two (2) years from the Effective Date and may renew automatically for successive one-year terms unless either party provides 60 days' written notice of non-renewal.

7.2 Either party may terminate this MoU with immediate effect in case of:

- Breach of exclusivity or confidentiality;
- Misrepresentation or misconduct;
- Non-performance or prolonged inactivity (beyond two quarters).

7.3 Upon termination, all branding, access, and representation rights shall immediately cease.

8. CONFIDENTIALITY

All commercial, technical, and operational information exchanged shall remain confidential and be used only for purposes of this partnership. The confidentiality terms of Addendum I (Mutual NDA) shall apply.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This MoU shall be governed by the laws of India. Any disputes shall be settled under the Arbitration and Conciliation Act, 1996, with arbitration held in Hyderabad, Telangana, in English.

10. INTELLECTUAL PROPERTY

All software, datasets, algorithms, trademarks, and branding remain the exclusive property of the originating Party. No IP rights are transferred or implied by this MoU.

11. PERFORMANCE REVIEW AND GOVERNANCE

A Joint Strategic Committee shall be constituted with representatives from both parties to meet quarterly and review:

- Partnership performance metrics;
 - Revenue outcomes;
 - Expansion opportunities;
 - Technical improvements and compliance updates.
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12. FORCE MAJEURE

Neither party shall be liable for failure or delay due to events beyond their control, including acts of God, government action, or pandemics.

13. ENTIRE AGREEMENT

This MoU, including its Addenda, constitutes the entire understanding between the Parties and supersedes any prior agreements or communications related to the subject matter.

SIGNATURES

For B2LSPRY Private Limited (Garbha.ai)

Name: _____

Title: _____

Signature: _____

Date: _____

For Biocipher Labs Private Limited (Biocipher.ai)

Name: _____

Title: _____

Signature: _____

Date: _____

ADDENDUM I: MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This Mutual Non-Disclosure Agreement ("Agreement") is made on _____, 2025 by and between:

B2LSPRY PRIVATE LIMITED, operating as Garbha.ai, a company registered under the Companies Act, 2013, with its place of business at H.No: 2-56/2/19, Madhapur, Hyderabad, Telangana, India – 500081 ("BPL"); and

Biocipher Labs Private Limited (PAN: AAMCB1718R), having its registered office at #40 Ragavendra Nilaya. Allum Layout, Moka Road, Bellary City, Bellary - 583101, Karnataka, India & Laboratory at 370/371, WOC, near National Public School, Mahaganapathi Nagar, 6th phase 1st stage, Rajaji Nagar Industrial Town, Rajajinagar, Bengaluru, Karnataka 560044, (hereinafter referred to as "**BioCipher.ai**")

1. Purpose

The Company proposes to explore a potential business, technical, regulatory, investment, or clinical collaboration with BPL (each, an "Opportunity"). In connection with each Opportunity, each Party may disclose confidential and proprietary information to the other Party.

2. Definition of Confidential Information

"Confidential Information" includes, but is not limited to, business plans, technical specifications, AI/ML models, clinical data, embryo images, patient health information (anonymized), financials, algorithms, and all derived insights. Confidentiality excludes public domain information, prior known data, lawful third-party disclosures, and independently developed knowledge.

3. Non-use and Non-disclosure

Each Party agrees to use Confidential Information solely to evaluate the Opportunity. Disclosure is permitted only to employees or professional advisors under confidentiality obligations. Third-party sharing requires prior written approval.

4. Data Privacy and Sovereignty

The Parties agree to handle sensitive personal data in compliance with the Indian IT Act, DISHA, and applicable global data laws such as GDPR and HIPAA. No cross-border data transfer is allowed without prior consent. All clinical and patient-related data must be stored and processed within India unless specific written consent is obtained for offshore storage compliant with Indian data protection laws

5. Maintenance of Confidentiality

The Receiving Party may make only essential internal copies and must maintain all proprietary notices. Any breach must be reported.

6. No Reverse Engineering

The Receiving Party shall not reverse engineer, decompile, or attempt to recreate systems or IP.

7. Compelled Disclosure

If required by law, the Receiving Party shall notify the Disclosing Party and seek protective measures.

8. No Obligation

This NDA does not require either Party to proceed with any transaction.

9. No Warranty

Confidential Information is provided "AS IS."

10. Return or Destruction of Materials

Upon request, all Confidential Information shall be returned or destroyed, except for a legal archival copy.

11. No License

No rights or licenses to use the IP of the Disclosing Party are granted.

12. Term and Survival

This NDA is valid for 3 years. Non-disclosure survives for 5 years. Non-use survives in perpetuity.

13. Equitable Relief

Breach may entitle the non-breaching party to injunctive relief.

14. Miscellaneous

- NDA is non-assignable without consent.

- Governed by Indian laws; disputes in Hyderabad jurisdiction.
- Supersedes prior NDAs.
- Modifications must be in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SIGNATURES

For B2LSPRY Private Limited (Garbha.ai)

Name: _____

Title: _____

Signature: _____

Date: _____

For Biocipher Labs Private Limited (Biocipher.ai)

Name: _____

Title: _____

Signature: _____

Date: _____