

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MoU") is executed on this 24th day of September, 2025, BY AND BETWEEN

B2LSPRY PRIVATE LIMITED (Under brand name Garbha.ai), a company incorporated under the Companies Act, bearing CIN: U86900TS2025PTC194748 and having its registered office at H.No: 2-56/2/19, Madhapur, Hyderabad, Telangana, India – 500081, (hereinafter referred to as "Garbha.ai", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) referred as Garbha.ai

AND

CORDLIFE SCIENCES INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, bearing CIN: U85196WB2005PTC106719, having its registered office at 213, P.L. Deuty Road, Bishnupur, South Twenty-Four Parganas, West Bengal, Pincode-743503, (hereinafter referred to as "Cordlife", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) referred as Cordlife

1. PURPOSE

1.1 This MoU records the intention of the Parties to engage in a strategic collaboration for deploying, piloting, and evaluating Garbha.ai solutions, including but not limited to Garbha.ai EmbryoScore, across Cordlife's associated clinics and network hospitals, solely for the purposes of technical and commercial validation.

1.2 This MoU does not create nor shall be deemed to create any legally binding commitment in respect of any commercial terms, save and except for provisions expressly stated as binding herein.

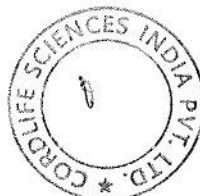
2. PILOT COLLABORATION PERIOD

2.1 This MoU shall become effective from the date of execution hereof ("Effective Date") and shall remain valid for an initial period of three (3) months ("Pilot Period"), unless terminated earlier in accordance with the provisions herein.

2.2 The Pilot Period may be extended only by mutual written agreement of the Parties.

3. SCOPE OF DEPLOYMENT; NON-LIMITATION

3.1 During the Pilot Period, Cordlife shall have the unequivocal, non-exclusive right to deploy Garbha.ai's solutions at any and all clinics or facilities within its operational network, without



limitation on the number of sites, licenses, users, usage frequency, or any other quantitative cap.

3.2 Cordlife shall be entitled to utilize Garbha.ai's solutions for product demonstration, clinical validation, or functional pilot, in its sole discretion throughout the Pilot Period.

4. TECHNICAL DEPLOYMENT & TRAINING

4.1 Garbha.ai agrees that all technical responsibilities, including software deployment, onboarding, configuration, integration with clinic infrastructure, and user training for all Cordlife clinics and staff, shall be undertaken solely by Garbha.ai and at no cost to Cordlife during the Pilot Period.

4.2 Garbha.ai shall deploy appropriate personnel, arrange for both remote and onsite (if required) support, and conduct systematic training for clinic staff and administrators to ensure successful technology adoption and usage.

4.3 Cordlife shall facilitate access and coordinate with its network partners for timely deployment, installation, and training arrangements.

5. FINANCIAL TERMS; NON-OBLIGATION

5.1 The Parties agree and acknowledge that there shall be no financial commitments, obligations, consideration, revenue sharing, or payment due from Cordlife to Garbha.ai for any deployment, licensing, use, training, or related activities during the Pilot Period.

5.2 Upon completion of the Pilot Period, the Parties shall negotiate in good faith and mutually decide on commercial, financial, and operational terms for any further engagement or continued deployment, which shall be reflected in a definitive written agreement.

6. INTELLECTUAL PROPERTY & RESTRICTIONS

6.1 All right, title, and interest in and to the Garbha.ai platform, its software, modules, algorithms, datasets, documentation, trademarks, or any related intellectual property ("IP") shall at all times remain the sole and exclusive property of Garbha.ai.

6.2 Cordlife shall not, directly or indirectly, attempt to reverse-engineer, decompile, disassemble, copy, sublicense, or exploit any portion of Garbha.ai's IP, nor claim ownership or interest therein, except as expressly permitted herein.

6.3 Any clinical data, results, or analytics generated from such deployment during the Pilot Period shall be owned by Cordlife, subject to anonymization and applicable law; Garbha.ai may utilize such de-identified data solely for technical improvement upon mutual agreement.



7. CONFIDENTIALITY

7.1 Each Party ("Receiving Party") shall (a) treat as strictly confidential, (b) not, without prior written consent of the other Party ("Disclosing Party"), use (except solely for purposes of this MoU), and (c) not disclose to any third party, all confidential information, data, business plans, technical materials, and proprietary information of the Disclosing Party provided or received in connection with this MoU.

7.2 These obligations shall survive for a period of five (5) years after the termination or expiration of this MoU.

8. TERM & TERMINATION

8.1 This MoU shall remain in force for the Pilot Period (unless extended per Clause 2.2), and may be terminated (a) by either Party for convenience, with thirty (30) days' prior written notice to the other Party, or (b) immediately by written notice upon any material breach, fraud, wilful misconduct, or violation of IP/confidentiality, at the sole discretion of the non-breaching Party.

8.2 Upon expiration or earlier termination, all non-public documents, confidential materials, or proprietary property belonging to one Party shall be promptly returned or certified as destroyed by the other Party.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This MoU shall be governed by, and construed in accordance with, the laws of India.

9.2 The Parties shall attempt to resolve any disputes arising from or relating to this MoU amicably through mutual discussions within thirty (30) days. If unresolved, such dispute shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996, by a sole arbitrator mutually appointed by the Parties. The seat and venue of arbitration shall be Hyderabad, Telangana, India; the language shall be English.

10. MISCELLANEOUS

10.1 No Assignment: Neither Party shall assign or otherwise transfer this MoU or any rights/obligations hereunder without prior written consent of the other Party.

10.2 No Partnership: Nothing in this MoU shall be construed as creating a partnership, joint venture, agency, or employment relationship. Each Party remains an independent entity.

10.3 Exclusivity: During and after the term of this Agreement, the parties shall not, directly or indirectly, distribute, market, or sell the product or any similar products through any of direct competitors of the parties. A "direct competitor" is defined as any company engaged in the same or similar line business.

10.4 Non Solicitation: During the term of the agreement and for a period of 20 years after the termination or expiry of this agreement, B2LSpry Private Limited shall not directly or indirectly including through any affiliates, subsidiaries or related parties solicit or enter into any agreement



with any of the Cordlife's associated clinics and network hospitals where the Garbha.ai solutions, including but not limited to Garbha.ai EmbryoScore has been deployed, piloted through Cordlife under this or any separate agreement without Cordlife being a party to such arrangement. Further the parties agree to not to directly or indirectly including through any affiliate, solicit, hire or contract any employee of the other party.

10.5 Limitation of Liability: Neither Party shall be liable to the other in contract, tort or otherwise for any indirect, special, or consequential loss or damage (including lost profits or revenues), whether arising from negligence, breach of contract, or otherwise, arising out of or in connection with this MoU.

10.6 Force Majeure: No Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, governmental actions, war, or natural disasters.

10.7 Entire Understanding: This MoU constitutes the entire understanding and agreement of the Parties with respect to its subject matter, superseding all prior or contemporaneous agreements or understandings, whether written or oral.

10.8 Amendment: No modification, alteration, or amendment shall be effective unless set forth in writing and signed by the authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives as of the date first written above.

For B2LSPRY Private Limited

Signature & Seal

Name: Mr. Bharani Kumar Depuru

Designation: Managing Director

Date:

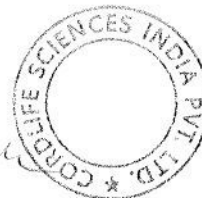
For Cordlife Sciences India Private Limited

Signature & Seal

Name: Mr. Amit Prakash Srivastava

Designation: CEO

Date:



Signature & Seal

Name: Mr. Vishal Kanodia

Designation: COO

Date: