

Cordlife Sciences India Pvt. Ltd.

Corporate Office: Room No. 1102, 11th Floor, Acropolis Mall,
1858/1, Rajdanga Main Road, Kolkata - 700107

CIN: U85196WB2005PTC106719 | GST: 19AACCC7687A2ZJ



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MoU") is executed on this day of 25/09, 2025, BY AND BETWEEN

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).

AND
RENOVADE HEALTH CARE SOLUTIONS PRIVATE LIMITED, [a company incorporated under the Companies Act, 1956, bearing CIN: U85195WB2021PTC248449 / a clinic formed under the Indian Medical Clinical Establishment Regulation and under other applicable laws of India having PAN: AALCR3274R], having its principal place of business at 13C, MANDEVILLE GARDENS, KOLKATA-19, (hereinafter referred to as the "Clinic / Hospital" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

1. PURPOSE

1.1 This MoU records the intention of the Parties to engage in a strategic collaboration for deploying, piloting, and evaluating the Garbha.ai solutions, including but not limited to Garbha.ai EmbryoScore, a product of B2LSpry Private Limited at the Clinic's facility, solely for the purposes of technical and commercial validation.

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, the Clinic shall have a non-exclusive right to utilize Garbha.ai's solutions, as re-distributed by Cordlife, for product demonstration, clinical validation, or functional pilot purposes.

3.2 The Clinic shall not exceed the usage parameters or limitations communicated by Cordlife for the duration of the Pilot Period.



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4. TECHNICAL DEPLOYMENT & TRAINING

4.1 Cordlife shall facilitate the technical deployment of Garbha.ai's solutions and arrange for user training for the Clinic's staff.

4.2 Cordlife shall facilitate deployment of appropriate personnel, arrange for both remote and onsite (if required) support to ensure successful technology adoption and usage.

4.3 The Clinic shall facilitate access and provide necessary cooperation for the 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, or payment due from the Clinic to Cordlife for any deployment, licensing, use, 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 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 and is provided to the Clinic via test license from Cordlife.

6.2 The Clinic shall not, directly or indirectly, attempt to reverse-engineer, decompile, disassemble, copy, sublicense, or exploit any portion of the Garbha.ai IP.

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

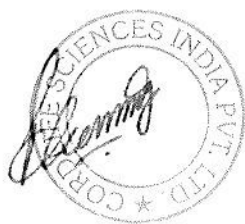
7. CONFIDENTIALITY

7.1 The Clinic shall treat all confidential information of Cordlife or Garbha.ai as strictly confidential, shall not use such information except for the purposes of this MoU, and shall not disclose it to any third party without prior written consent.

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 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.



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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. DISPUTE RESOLUTION

9.1 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 Kolkata, West Bengal, 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 the term of this Agreement, the hospital / clinic / doctor shall not, directly or indirectly, procure or obtain the product or any similar products through any of direct competitors of Cordlife. 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, the party where the Garbha.ai solutions, including but not limited to Garbha.ai EmbryoScore has been deployed, piloted through Cordlife under this agreement shall not directly or indirectly including through any affiliates, subsidiaries or related parties solicit or enter into any agreement with B2LSpry Private Limited or any of its affiliates, subsidiaries, group companies or related parties without Cordlife being a party to such arrangement.

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.



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