

SERVICE AGREEMENT

This Service Agreement (Agreement) is executed at **24 (th) of September, 2025** by and between:

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**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **PARTY A**;

AND

GBR Clinic and Fertility Centre Private Limited (PAN: AAFCG1401R) having its registered office and Hospital at HIG - 1027, 6th Main Rd., Mugappair Eri Scheme, Chennai - 600 037, (hereinafter referred to as "**GBR Fertility Centre**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **PARTY B**.

BioCipher and **GBR Fertility Centre** shall hereinafter, wherever the context permits, jointly be referred to as "Parties" and individually as a "Party".

WHEREAS

BioCipher is engaged in conducting and providing a large range of clinical tests throughout India and Abroad from its laboratories situated in various parts of India.

Party B has expressed its desire to avail the laboratory services of **BioCipher** and **BioCipher** has agreed to provide **Party B**, its clinical / diagnostic services including but not limited to Genetics, Genomics, Molecular Biology, Pathology, Histopathology, Microbiology, and Cytology Services and Other services as agreed upon between the parties from time to time (hereinafter called 'Services') on a mutually agreed terms mentioned hereinafter.

In order to attain the above objectives **Party B** has expressed its desire to enter into an Agreement with **BioCipher** for the aforesaid purpose.

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The objective of the Agreement is to improve the overall efficiency of patient care by providing a wide and varied menu of laboratory tests at point-of-care, through efficient logistics, quality processing and optimal TAT.

2. The Agreement will come into effect from **24th September, 2025** ("Effective Date").
3. **BioCipher** consents to perform tests with its scope, on samples that are referred from **Party B**, either in **BioCipher** lab or in its associate's labs, and is committed to employing the same stringent quality control measures it would do for the samples that are collected in house and would not indulge in activities that would jeopardize its principles and ethical values.
4. **Range of Investigations:** **Party A** offers a comprehensive range of specialized tests and updates its service menu on a regular basis. **Party A** shall communicate all relevant details directly to **Party B** upon the introduction of new tests.
5. **Timings:** **Party A's** services will be made available by Monday through Saturday, from 10:00 a.m. to 7:00 p.m.
6. **Reports:** **Party A's** report will include the following: patient name, date of birth, date of collection, date of report(s), name of test(s), test result(s), an interpretation of the result(s), and laboratory name and address. **Party A** shall be responsible for providing reports to **Party B** in a pre-decided form of reporting (Hard or soft copy).
7. **Test Request:** It is the responsibility of **Party B** to send a completely filled test request form (TRF) along with specimens to **Party A** for the tests to be carried out. TRF should provide the following patient information: name, age, sex, name of referring doctor, requested test, specimen type, clinical history, and collection date and time of specimen.
8. **Patient consent:** In case of prenatal specimens, completely filled and duly signed Prenatal Diagnostics (PND) form is a mandatory requirement. PND form can be provided on request or can be downloaded from the website www.biocipher.ai.
9. **Specimen Collection & Packaging:** **Party A** shall provide necessary specimen collection and packaging material, wherever is applicable and mutually agreed upon. These materials shall, at all times, remain the property of **Party A** and will maintain a record of specimen

packaging materials supplied to **Party B**. It shall be the responsibility of **Party B** to take proper care in collecting and packing the specimen to prevent leakage during transit. **Party A** shall provide limited in-house training at the mutually agreed sample collection center on the use of vacutainer or any other specimen packing materials supplied by **Party A** as may be necessary or requested by **Party B**.

10. **Logistics:** The responsibility of pick-up of specimens lies entirely with BioCipher wherever feasible on mutual understanding. BioCipher will make sure to transport samples from **Party B** to the testing facilities of BioCipher under controlled and suitable conditions for analysis. It shall be the responsibility of **Party B** to take proper care in collecting and packing of the specimen to prevent leakage during transit and No legal claim will be entertained against BioCipher for any such loss or damage arising in transit.
11. **Rejection criteria for specimen:** The samples received by **Party A** are liable to be rejected under the guidelines issued by the latest implementations of NABL 112 or ISO 15189 standards.
12. **Pricing:** **Party A** shall charge **Party B** for every Test conducted on the agreed price as provided in **Annexure A**, and agreed by both the Parties from time to time. The price list will remain valid for a period of 365 days from the date of signing the MOU. **Party A** shall have the sole right to revise the price for each Test that it offers. Any such price revisions shall become effective at the end of Thirty (30) days from the date that **Party A** informs **Party B** of such price revision. The discount structure won't be applicable if **Party B** is given any special rates/schemes by **Party A** for customers / institutes / companies.
13. **Deviation/Outsourcing Conditions:** **Party A** will inform **Party B** of deviations from the agreement that impact upon the examination results. **Party A** will also inform **Party B** if any work is referred by the laboratory to a referral laboratory or consultant.
14. **Conduct of Tests:** **Party A** shall carry out the Tests in accordance with the TRF, applicable laws, prescribed norms/protocols governing the quality and standard and shall furnish all the Test report/specimen/slides etc in its own name and shall be liable and responsible for all the acts and omissions in carrying out the Test and its reporting.

15. **Invoicing & Payments:** The invoices are payable within Sixty (60) days of presentation by Cheque/Demand Draft. The payment instrument should be drawn in favor of “: **Biocipher Labs Pvt Ltd.**” In case of Online Transfer through NEFT/RTGS, it should be payable for the following details Account Holder's Name: **Biocipher Labs Pvt Ltd; Account No : 10167869501; IFSC Code: IDFB0040101; Bank Name: IDFC First Bank Ltd, BKC-Naman Chambers Branch.** In case of amendment in invoice, **Party B** shall inform **Party A** within 3 working days from the date of the invoice. In case of Cheques which are returned unpaid (i.e. bounced Cheque), payment will have to be made by Demand Draft only along with the charges borne by **Party A** in his account from the bank, within 3 working days of the same being intimated to **Party B**. In case of TDS deducted by **Party B** from the payment **Party B** shall be liable to provide TDS Certificate from time to time.
16. **Cancellation of Tests:-** In case of cancellation of test by **Party B**, Payment will be refunded as per the sample processed status, at the time of cancellation. The Cancellation request is to be informed to **BioCipher** within 12h for the tests with a TAT more than 48h and within the first 2h for the tests with a TAT less than 24h. **BioCipher** reserves the right to deny the cancellation of the test if the sample processing is initiated by the processing lab. Further, for the canceled tests, the courier charges if borne by **Party A** will be deducted from the amount to be refunded.
17. **Arbitration and Dispute Redressal:** Any Dispute that arises between the Parties shall be attempted to be resolved by good faith discussions between the Parties. For the purpose of this Agreement, the term “Dispute” shall mean and include any complaints, grievances, claims, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between Service Provider and Company arising under this Agreement or in relation to the subject matter herein contained. If the dispute cannot be resolved within 15 days of the initial attempt at negotiation, either Party may refer the dispute to binding arbitration in accordance with the **Arbitration and Conciliation Act, 1996 of India**. The arbitration shall be conducted by a sole arbitrator mutually agreed upon by the Parties. The seat of arbitration shall be **Chennai**, and the language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on both Parties
18. **Force Majeure:** No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party, including but not limited to, government legislations, fires, floods, explosions, epidemics, accidents, acts of god, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of government or shortages of materials.(Force Majeure event). This Agreement shall automatically terminate in the event that such Force Majeure event continues for a continuous period of more than 60 (sixty) days.

19. **Confidentiality:** **Party B** shall not share any confidential information or use any intellectual property i.e. marketing material, pricelist, collection material etc. belonging to **Party A** with third party/parties except with prior written consent of **Party A**. Any breach of this agreement shall lead to termination of this agreement with immediate effect.
20. **Data Privacy:** **Party B** shall obtain requisite consent of the patient to disclose his/ her information to **Party A** including but not limited to condition/disease information, including diagnosis date, first symptom information, and family history, biographical information, including bio, gender, age, location (city), general notes and details of Test sought from **Party A**.
21. **Termination:** Either Party may terminate this Agreement at any time by giving a notice of at least 30 (Thirty) days to the other Party. Both Parties are liable to honor any obligations up to and during such termination. No termination or expiry shall affect **Party A** right to receive any payments that may be due and payable prior to such termination.
22. Each party warrants that the statements made relating to it in this agreement are true and accurate and that nothing further needs to be stated to prevent such statements from being misleading.
23. **Validity:** This MOU shall come into force on the day of signature by both parties and shall remain in force **from 24th September 2025 to 23rd September 2026**. MOU can be renewed thereafter by mutual agreement.

We, hereby agree to abide by the terms and conditions mentioned in the MOU.

<p>For, BioCipher Labs Pvt. Ltd.</p> <p>(Authorised Signatory)</p> <p>Name:- _____</p> <p>Date:- _____</p>	<p>For, GBR Clinic and Fertility Centre Pvt Ltd</p> <p>1. L Ramesh Director & CEO</p> <p>2. G Buvaneswari MEDICAL DIRECTOR</p> <p>Date:- _____</p>
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