

MEMORANDUM OF UNDERSTANDING BETWEEN

ITM University, Gwalior, Madhya Pradesh, India

And

Ostic Pharma, Mumbai, Maharashtra, India.

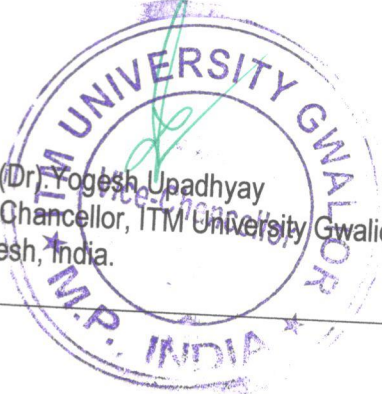


1.	Date:	27 th March, 2026
2.	Parties:	<p>ITM University, a University in corporate under Act of State Legislature, having its registered office at AH-43 Bypass Jhansi Road Gwalior (MP) India-474001(here in after referred to as ITM University);and</p> <p>Ostic Pharma having registered office at 321, Monash Building, Powal, Mumbai-400076, Maharashtra, India.</p> <p>ITM University and Ostic Pharma are here in after collectively referred to as the "Parties" and each individually as a "Party".</p>
3.	Purpose:	<p>Ostic Pharma is startup having Products related to Biotechnology products, Internship interview opportunities, PAT and central events that are exclusive for ITM University Students</p> <p>ITM University and Ostic Pharma have come together for providing Internship for the students of ITM University in the Ostic Pharma Projects.</p> <p>The following are the broad terms mutually agreed between the parties:</p>
4.	Term of the Agreement	This agreement between the parties shall be valid from 27 th March 2026 (start date) for a period of 3 years ending 26 th March 2029.
5.	Scope of Agreement:	<p>1.Ostic Pharma Can provide periodic training to the students of ITM University.</p> <p>2.Ostic Pharma Can provide internship opportunity to the Pharma and Biotechnology students of ITM University</p>
		Given below are the broad scope of deliveries by

		<p>ITM University, as mutually agreed between the parties;</p> <ol style="list-style-type: none"> 1. University Pharma Department and Science Departments will inform to the students regarding the internship opportunities in Ostic Pharma 2. Schools will compile the names of students interested in the internship in Ostic Pharma and send to the Ostic Pharma contact person 3. After the selection of students by Ostic Pharma, ITM University will inform the students to undergo the internship. 4. The Students will travel to Ostic Pharma on their own expenses for the purpose of internship or training. 5. The students will make the arrangements for their accommodation and food at their own expenses.
6.	Representation and Warranties:	<p>Each Party represents and warrants to the other Party that</p> <ul style="list-style-type: none"> • It is competent and free to enter in to this Agreement and perform its Obligations as set out herein. • It is not under any disability, restriction or prohibition, whether contractual or otherwise, which might restrict or prevent it from performing or observing any of its obligations under this Agreement. • Its has to comply at all times, with all laws, industry codes, applicable standards or other regulations or directions issued under the law
7.	Termination:	<p>This Agreement may be terminated by either party initial 18 months through a written notice of 90 days to each other.</p> <ul style="list-style-type: none"> • In the event that any material breach of any of the conditions, the non- defaulting party shall have the right to terminate this Agreement after giving a prior written notice of 30(Thirty) days to the other party of its intention to do so, provided however if the defaulting party cures the said breach within the notice period, then the said termination notice shall stand withdrawn. • The termination shall be without prejudice to rights and entitlements accrued to both the Parties up to the date of termination of the Agreement • Effect of Termination Parties shall honor all on-going contracts to its full term. Both parties shall ensure that client's interest is protected and all committed jobs are delivered smoothly.
9.	Non-Exclusivity	<ul style="list-style-type: none"> • Both the parties agree that they can engage with any other 3rd party under any circumstance, for the said scope under this agreement for the said services. This is an on-exclusive strategic engagement between the parties (Any kind of promotion of other Universities Institutions should not be allowed at ITM University

		Campus)
10.	Indemnity:	<ul style="list-style-type: none"> • Each party shall defend, hold harmless and indemnify the other party against all third-party losses, costs, claims, liabilities, suits, judgments or expenses arising out of any breach of its obligation sheering including any negligence, acts, omissions or defaults of party in carrying out its obligations under this agreement. • In no event shall either Party be liable to the other Party for any special indirect, incidental, consequential exemplary or punitive am ages of any kind (including without limitation lost profits, lost savings, loss of data, loss of business opportunities) arising out of or in connection with this agreement, the services, whether bused in contract, tort (including) without limitation negligence) or otherwise, even if the Party providing the resource or service, or has beast advised of the possibility of such damages or should have foreseen such damages.
11.	Amendment:	<ul style="list-style-type: none"> • The Parties to this Agreement may, add, delete, amend or alter all or any of the terms and conditions of this Agreement as mutually agreed from time to time and such modification and changes shall not be Effective until the same are in writing and duly signed by the authorized representatives of both the Parties.
12.	Assignment:	<ul style="list-style-type: none"> • Neither Party shall transfer or assign all or any part of the rights, Obligations or benefits here under to any third party without the price written consent of the other Party.
13.	Confidentiality:	<ul style="list-style-type: none"> • Ostic pharma and ITM University both acknowledge and agree that during the operation of this agreement, they may have access to confidential information about the projects which the students will be working on Ostic Pharma and ITM University shall therefore take all steps reasonably necessary to maintain the secrecy of that confidential information and not use that confidential information for any purpose other than to perform its duties according to the terms of this Agreement. • Both Parties shall return/destroy all confidential information belonging to the other party, which-is in its possession within 7 days upon the request made by the other party (post termination of this MOU) • The aforesaid confidentiality obligation shall survive termination/expiry of Agreement and shall continue in Perpetuity as to all such Confidential information
14.	Relationship:	<ul style="list-style-type: none"> • This Agreement shall not be deemed so constitute a partnership or joint venture or supplier agreement between the Parties, It is confirmed that the Parties are independent entities engaged in the conduct of their own businesses and that this Agreement is being entered into on a principal-to-principal basis. Neither party shall

		have any right or authority to assume or create in writing or otherwise any obligation of any kind, express or implied in nature for or on behalf of the other party.
15.	Governing Law and Jurisdiction:	<ul style="list-style-type: none"> • The provisions of this Agreement shall be governed by and construed in accordance with the laws of India. • Any and all disputes under this Agreement shall be resolved through Arbitration.

IN WITNESS WHERE OF the Parties here to have executed this Agreement as added on the date and year written herein below.

For and on behalf of ITM	For and on behalf of Ostic Pharma
 <p>Prof (Dr.) Yogesh Upadhyay Vice Chancellor, ITM University Gwalior Madhya Pradesh, India.</p>	  <p>Dr. Vinay Saini Managing Director, Ostic Pharma, Mumbai, Maharashtra, India</p>