

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is made at Mumbai and entered into on this ____ day of _____ 2022

BETWEEN

Glenmark Pharmaceuticals Limited, a company registered under the Companies Act, 1956 and having its registered office at B/2 Mahalaxmi Chambers, 22, Bhulabhai Desai Road, Mumbai 400 026, India and its corporate office at Glenmark House, B. D. Sawant Marg, Chakala, Andheri East, Mumbai 400 099, India (hereinafter referred to as “**Glenmark**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its respective successors and assigns) of the First Part;

AND

_____, _____, and having its registered office at _____ (hereinafter referred to as “**Service Provider**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its respective successors, permitted assigns and affiliates) of the Second Part.

Glenmark and Service Provider are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

- a. Glenmark is a leading pharmaceutical company and is engaged in the field of research, development, manufacturing, marketing and distribution of wide range of pharmaceutical formulations, medical devices, medicinal preparations, nutraceuticals and cosmetic products;
- b. Service Provider is in the business of _____;
- c. Glenmark is desirous of engaging a professional to provide Services (defined herein below) for _____;
- d. Based upon the representations and warranties made by Service Provider in this Agreement, Glenmark has agreed to engage the Service Provider for providing Services on the terms and conditions agreed upon between the Parties hereto.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Definitions:** The following terms shall, unless the context requires otherwise, have the same meaning as defined herein:
 - 1.1 “**Agreement**” means this agreement along with all annexures thereto.
 - 1.2 “**Confidential Information**” means and includes commercial, scientific, technical or any other information in tangible or non-tangible form disclosed by Glenmark to Service Provider or which comes to the knowledge of Service Provider while providing the Services hereunder including without limitation, past, current and future: (i) products and services; (ii) research and development plans/results; (iii) data, observations, findings of pre-clinical/clinical trials, studies and experimental work; (iv) inventions, know-how, trade secrets and formulae; (v) methods, processes and techniques; (vi) sales, marketing and operating information; (vii) marketing and merchandizing plans and strategies; (viii) procurement, purchase and manufacturing requirements/information; (ix) cost and pricing information; (x) details including Personal Data of employees, consultants, customers, vendors, third party manufacturers; (xi) concepts,

data, reports, methods, processes, techniques, operations; (xii) future projections, business plans, forecasts and financial information; (xiii) patents, trademarks, copyrights, designs, trade secrets and information relating to or underlying such intellectual property rights; (xiv) other present or future intellectual property; (xv) any other projects; and (xvi) all materials prepared on the basis of any of the foregoing, whether or not the foregoing information is patented, tested, reduced to practice of Glenmark, its affiliates or business partners, in whatever form and using whichever media, whether marked as confidential or not and includes outcome of the Services performed by Service Provider herein.

- 1.3 **“Effective Date”** means _____.
- 1.4 **“Healthcare Professional”** shall mean healthcare professional registered as a medical doctor/physician, including but not limited to practitioners of AYUSH system, or being classified as such, in India or under the laws of any other country.
- 1.5 **“Personal Data”** means and includes any information that relates to natural person which, either directly or indirectly, in combination with other information available is capable of identifying such person.
- 1.6 **“Service(s)”** means the services to be provided by Service Provider as per **Annexure A** in accordance with the Agreement and as per the requirements of Glenmark, as specified from time to time.
- 1.7 **“Work Product”** means and includes all campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, concepts, scripts, photographs, graphic materials, film, music, transcriptions or other materials that are subject to copyright, trademark, patent or similar intellectual property protection produced by Service Provider pursuant to the Services.

2 Scope of Services:

- 2.1 Glenmark hereby engages the Service Provider to provide the Services and Service Provider agrees to provide the said Services, on the terms and conditions set out herein.
- 2.2 In connection with Service Provider's due performance of the Services, Glenmark shall provide reasonable assistance to Service Provider and promptly respond to Service Provider's reasonable requests. In particular, Glenmark shall designate a contact person as follows:

Name: _____

e-mail: _____

3 Service Provider's Obligations

- 3.1 Service Provider will:
 - 3.1.1 commence work no later than the Effective Date and complete the Services as per Annexure A by following best industry practises;
 - 3.1.2 inform Glenmark immediately, in writing, of any unforeseen circumstances that may affect either commencement or completion of the Services;
 - 3.1.3 deal promptly with Glenmark's queries or directions relating to the Services and shall promptly correct any deficiencies in the Services;
 - 3.1.4 to the extent any third party materials or technologies are included in the Services and/or the Work Product, the Service Provider shall obtain licenses from such third parties to provide Glenmark with a non-exclusive, unlimited, sub-licensable, worldwide license to use such licensed material or technologies, without any further cost or expense to Glenmark, for uninterrupted use of Services and/or Work Product by Glenmark;
 - 3.1.5 keep Glenmark informed of any limitations to third party licenses incorporated in the Services or the Work Product;

- 3.1.6 obtain at its own expense all licenses and permissions required under various laws for conducting and providing the Services as stipulated in this Agreement;
 - 3.1.7 in the event that the Services involve the engagement of a Healthcare Professional, the Service Provider shall execute a written contract with such Healthcare Professional as per the format laid out in Annexure C;
 - 3.1.7. record, maintain and preserve the outcomes, records and statistical data as per the requirements of Glenmark and from time to time make it available for inspection of Glenmark;
 - 3.1.8. at all times permit Glenmark and/or its nominees to conduct an audit (at such intervals as required by Glenmark) of all Services provided by Service Provider under this Agreement including all records and documents relating to the Services and any equipment or materials supplied and/or maintained by Service Provider in connection therewith and Service Provider agrees to provide such assistance as may be requested by Glenmark in connection therewith.
- 3.2. The Work Product shall be the property of Glenmark on “Works for Hire” basis. Glenmark is free to use Work Product and/or the Services in any manner whatsoever.

4 Payment

- 4.1 The total consideration for the Services provided by Service Provider is more specifically laid down in **Annexure B** hereto (“**Consideration**”).
- 4.2 The payment of Consideration shall be made by Glenmark within ninety (90)/ forty five (45) days of receipt of a valid, proper, complete and undisputed invoice along with all necessary supporting documentation.
- 4.3 Glenmark will pay to Service Provider the Consideration subject to completion of the Services as described in Annexure A and to the satisfaction of Glenmark.
- 4.4 The Consideration will cover all costs and expenses towards conducting the entire Services as required by Glenmark. Unless specifically agreed otherwise between the Parties in writing, there shall be no additional costs, such as for supplies, equipment, secretarial support, overtime or holiday pay, insurance or overhead charged to Glenmark under this Agreement.
- 4.5 The Consideration payable hereunder shall be payable to the following bank account of the Service Provider:
Bank name: _____
Bank account number: _____
Bank address: _____
IFSC Code: _____
Any change in the bank account details shall be intimated to Glenmark from time to time by Service Provider.
- 4.6 All Consideration payable hereunder shall be exclusive of goods and service tax (“**GST**”) and shall be subject to deduction of taxes as statutorily required.
- 4.7 Service Provider shall issue a valid tax invoice / debit or credit note in the format prescribed under the relevant GST Act and rules framed thereunder (“**GST Law**”) including e-invoicing requirement. If the Services are taxable under GST, the Service Provider shall ensure that the contents prescribed by the GST Law like GST number along with HSN code for services and QR code/IRN number (if applicable) are reflected on the face of the invoice. Further, the tax invoice / debit or credit note shall be uploaded on the GSTN portal within the prescribed timelines. Service Provider shall incorporate the transaction with Glenmark under this Agreement in the periodical statutory returns filed by it within the prescribed time as required under the relevant and applicable GST Law and shall ensure that all taxes due as per the said return has been duly remitted in the manner prescribed under applicable law. Non – compliant invoices will be rejected with reasons and Service Provider shall be required to send the revised invoice / debit or credit

- note. This is mandatory to ensure compliance with GST. If GST is exempted, necessary certificates and declaration is to be provided to Glenmark;
- 4.8 Any mismatches reported by GSTN portal, if due to error by Service Provider, shall be reconciled and resolved by Service Provider within the prescribed time. In all such cases where Glenmark is not able to avail input tax credit of GST amount paid or denied to Glenmark on account of mismatches on GSTN portal, non-payment of GST to government, non-filing of GST returns, non-uploading of invoice within due timelines, or uploading invoice with incorrect GSTIN of Glenmark, or other reasons attributable to any failure on Service Provider part including e-invoicing requirement, then the Service Provider agrees that Glenmark shall have the right to set-off any such amounts (along with interest and penalty payable to government authorities) from any amounts that is already due or will become due and payable to the Service Provider under this Agreement or any other agreement. Further, Glenmark also reserves the right to recover the amount from the Service Provider for which the input tax credit of GST could not be availed and any interest and penalty so charged by government on Glenmark for such default of the Service Provider by raising a debit note, Service Provider will be responsible to make payment against such debit note within 7 days from date of issuance of debit note.
- 4.9 The Service Provider agrees that if, at any later date, any error is found in the invoice, the same shall be rectified by the Service Provider by issuing debit/credit note as applicable.
- 4.10 Service Provider shall provide their correct PAN and a self-declaration that they are not a specified person, as provided in Sec 206AB or Sec 206CCA of the Income Tax Act 1961, as the case may be, for the purpose of deduction/collection of TDS/TCS at a higher rate;
- 4.11 Service Provider shall further indemnify, hold harmless and defend at its costs, expense Glenmark, its directors, officers and employees, its affiliates in relation to:
- 4.10.1. any claims from applicable tax authorities including interest/penalty or any amounts levied upon/paid by Glenmark due to the default, error or non-compliance of Service Provider;
- 4.10.2. any loss/denial of input tax credit to Glenmark due to non-compliance of GST regulation by Service Provider or due to late submission of invoices by Service Providers;
- 4.10.3. any interest and/or penalty levied/paid by Glenmark to tax authorities in relation to loss/denial of input tax credit to Glenmark as mentioned in above point; and/or
- 4.10.4. non-compliance of obligations set out hereinabove in respect to GST Law and under other applicable laws.

5 Representations and Warranties

- 5.1 Service Provider represents and warrants that:
- 5.1.1 this Agreement has been duly authorized, executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms;
- 5.1.2 the execution, delivery, performance of obligations or compliance of the terms of this Agreement will not violate, adversely affect, contravene, breach, create a default or accelerate any obligation under any document, instrument, Memorandum or Articles of Association, charter, bye-law provision, statute, regulation, judgment, ordinance, decree, writ, injunction or applicable law;
- 5.1.3 it shall itself and in relation to the Services fully comply with all applicable central, state and local laws, rules and/or regulations, as may be amended from time to time;
- 5.1.4 it shall be liable and responsible for all compliances under various laws, rules, regulations, guidelines, codes, policies and/or any other and/or statutory modifications from time to time;
- 5.1.5 all the necessary permissions and corporate approvals, statutory or otherwise to execute this Agreement have been obtained;

- 5.1.6 it shall obtain necessary declaration, undertaking or consent from Healthcare Professional as to their compliances to Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, 2002), as may be amended or substituted from time to time; or under applicable laws of the relevant jurisdiction wherein such medical practitioner/ physician is licensed;
 - 5.1.7 in the event a Healthcare Professional makes any disclosure as to the remuneration received under this Agreement to any government, statutory or regulatory authority, that Service Provider shall communicate to Glenmark in writing within 7 (seven) days from date of such disclosure;
 - 5.1.8 it has the necessary expertise, infrastructure and manpower to provide the Services;
 - 5.1.9 it shall recruit and hire personnel/staff who will operate under the payroll of Service Provider;
 - 5.1.10 it shall solely be responsible for all employment, social security related and/or any other statutory obligations at all times arising from or in relation to the performance of the Services hereunder;
 - 5.1.11 it shall ensure that the persons/staff/personnel recruited by Service Provider and deployed to provide Services perform the same in accordance with the scope of Services agreed under the Agreement;
 - 5.1.12 the responsibilities and obligations assumed by the Service Provider hereunder are not in conflict with any other obligations of the Service Provider;
 - 5.1.13 all licenses for use of the Services, Work Product, deliverables and/or materials have been taken and fully paid up and Glenmark shall not be liable to pay any royalties, license fee or such amounts in addition to the Consideration herein and such amounts, if arisen, shall be borne by the Service Provider;
 - 5.1.14 that the Services, Work Product, deliverables and/or materials provided under the Agreement to Glenmark shall not (in present and in future) infringe the copyright, trademarks, designs, design rights, patents, any intellectual property rights or any other rights of any third party;
 - 5.1.15 it has taken approvals and/or authorizations to use the name, content, certification and other materials of the institutes, associations, bodies or organizations under which it represents to perform the Services.
- 5.2 Service Provider will not directly or indirectly, in violation of any applicable law, including any Glenmark's ethics, anti-bribery and anti-corruption policies as Glenmark may update them from time to time: (1) make any contribution, gift, bribe, rebate, payoff, or influence payment, kickback, or other payment to any person or entity, private or public, regardless of form, whether in money, property, or services: (i) to obtain favourable treatment in securing business, (ii) to pay for favourable treatment for any business secured, or (iii) to obtain special concessions or for special concessions already obtained, for or in respect of Glenmark or any of its affiliates; or (2) establish or maintain any fund or asset for that purpose that is not recorded in the books and records of Glenmark.

6 Data Protection

During the Term, the Service Provider shall ensure adherence and compliance to applicable data protection laws, consequently, the Service Provider shall fulfil the requirements under law to protect Personal Data used in relation to and/or exchanged under, this Agreement.

7 Confidentiality and No Publication

7.1 Service Provider hereby undertakes to maintain the Confidential Information in strictest confidentiality and shall disclose the same only to those employees and consultants, as may be reasonably required, in order to provide the Services. Service Provider shall use the Confidential Information only to the extent necessary for the performance of its obligations under this Agreement.

- 7.2 The obligations of confidentiality in this clause shall not extend to Service Provider in respect of any matter which Service Provider can show with documentary evidence that the Confidential Information:
- 7.2.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or
- 7.2.2 was independently developed by Service Provider without the use of the Confidential Information.
- 7.3 The Service Provider shall not publish or submit for publication any Confidential Information, methodology, data pertaining to Services, statistical and analytical data and/or the results of the Services, irrespective of whether such information is marked as confidential or not.
- 7.4 Notwithstanding anything to the contrary in this Agreement, the obligations of this Clause 7 shall survive expiration or termination hereof for any reason whatsoever.
- 7.5 Upon expiry or termination of this Agreement and in relation to the Confidential Information received from Glenmark, the Service Provider shall, at Glenmark's discretion: (i) return; (ii) destroy or erase; or (iii) cause third party to whom such Confidential Information is disclosed to return, destroy or erase the Confidential Information including the information exchanged through electric files, copies, notes, memorandum, working documents, drafts, extracts, which contain, incorporate, reflect or are derived from the Confidential Information of Glenmark. Towards the compliance of the requirements contained in this Clause 7.5, the Service Provider shall provide necessary document or certificate within 7 (seven) days of termination, failing which Glenmark reserves the right to withhold performance of obligations under this Agreement including payment of Consideration.
- 7.6 Service Provider, on behalf of itself and its employees, agents, and affiliates agrees not to use the material related to the Services including the name of Glenmark in any publicity, advertising or other publication without Glenmark's prior written approval.

8 Indemnity

- 8.1 Service Provider shall indemnify, hold harmless and defend, at its own expense, Glenmark, its affiliates and each of their respective directors, officers and employees ("**Glenmark Indemnitees**") from and against any and all claims, liabilities, proceedings, damages, losses or expenses (each a "**Claim**"), incurred or suffered by Glenmark Indemnitees or are threatened with in connection with or resulting from any acts or omissions due to (i) breach of any terms of the Agreement; (ii) infringement of any third party intellectual property rights; (iii) violation of laws, rules, regulations or its compliance, applicable and in relation to the Services; or (iv) commission of unlawful act, negligence or misconduct by Service Provider or by the representatives, officers, employees, sub-contractors or third parties engaged by it.
- 8.2 Glenmark shall notify Service Provider of any Claim(s), and upon such intimation, Service Provider shall immediately pay Glenmark Indemnitees towards such Claim(s). In the event that any proceedings are initiated in respect of Claim(s):
- 8.2.1 Glenmark shall have the right, at its option and at its own expense, to participate through a counsel of its choice as a third party defendant or in any other appropriate manner in such legal proceedings;
- 8.2.2 Service Provider shall not acknowledge the Claim(s) or enter into a settlement agreement without the prior consent of Glenmark;
- 8.2.3 The Parties agree to cooperate fully with each other in connection with the defense, negotiations or settlement of any such legal proceedings, claim or demand;
- 8.2.4 If Service Provider fails to undertake any such defense or refuses to reasonably cooperate, Glenmark shall have the right, at Service Provider's expense, to

undertake the steps necessary for an effective defense or a reasonable settlement thereof.

The above is without prejudice and in addition to the rights and remedies of Glenmark.

9 Term, Termination and Consequences of Termination

9.1 Term: This Agreement shall come into force on the Effective Date and shall remain valid for a period of one (1) year therefrom, i.e., _____ to _____ ("**Term**"), unless renewed on such terms and conditions mutually agreed between the Parties in writing.

9.2 Termination: Glenmark may forthwith terminate this Agreement in the event:

9.2.1. Service Provider commits a breach of this Agreement and fails to cure such breach within fifteen (15) days of being notified by Glenmark of such breach;

9.2.2. Service Provider is declared bankrupt or is adjudged insolvent by a court of law;

9.2.3. Service Provider is unable to provide Services to the satisfaction of Glenmark; or

9.2.4. Glenmark provides a notice of thirty (30) days to the Service Provider intending to terminate the Agreement, with or without assigning any reasons.

The Agreement shall stand terminated upon the occurrence of the above events and completion of the timelines detailed in the clause.

9.3 Consequences upon expiry or termination: In the event of expiry or termination of this Agreement, the following consequences shall arise, where the Service Provider will:

9.3.1. complete all pending obligations accrued till the date of effect of termination of the Agreement;

9.3.2. return all the Confidential Information to Glenmark, or to the extent applicable, destroy all the copies thereof and provide a written confirmation of compliance of the same. Furthermore, the Service Provider is restrained from making any use of Confidential Information for any purpose;

9.3.3. return all the Work Product, intellectual property, reports, data and materials belonging to or provided by Glenmark and restrain from using such Work Product, intellectual property, reports, data or materials.

9.4 Except as provided in this Agreement or accrued prior to expiry or termination, neither Party shall have further obligations to the other Party under this Agreement.

9.5 The Parties have considered the possibility of expenditures necessary for the performance of the terms of this Agreement and the possible loss and damage incident to them in the event of termination for any reason, and agree that Glenmark shall not be liable to make any payment towards damages or compensation to Service Provider on account of termination or expiry of this Agreement.

10 Miscellaneous

10.1 Entire Agreement: This Agreement including the annexures herein contains the entire understanding between the Parties. Recitals, annexures, exhibits and schedules form an integral part of the Agreement. This Agreement supersedes all other negotiations, representations and undertakings, whether written or oral, of prior date between the Parties relating to the Services that are the subject of this Agreement.

10.2 Amendment: Any change in the terms of this Agreement shall be valid only if the change is made in writing, mutually agreed and signed by the Parties.

10.3 Relationship: This Agreement and none of its terms shall be construed as an agency, partnership, joint venture, employer-employee relationship between Glenmark and Service Provider, and all dealings between Glenmark and Service Provider shall be on a "Principal to Principal" basis and shall not be deemed to create any other form of relationship otherwise than as expressly stipulated herein.

10.4 Severability: Should one or more provisions in this Agreement be or become invalid or unenforceable, the Parties shall substitute such invalid provisions by valid provisions as close in meaning and effect as the original provisions. Should such substitution not be

possible, the invalidity or unenforceability of such provision shall not affect the validity of the Agreement as a whole.

10.5 **Waiver:** Any waiver by any Party of any breach of, or failure to comply with or failure to enforce at any time, any of the provisions of this Agreement shall not be construed as or constitute a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement, nor shall it in any way affect the validity of this Agreement or any part thereof or the right of any Party thereafter to enforce each and every provision of this Agreement.

10.6 **Survival:** Clauses 3.2, 4.7, 4.8, 4.9, 4.10, 5, 7, 8, 9.3, 10.4, 10.5, 10.7 and 11 shall continue to survive any termination or expiry of this Agreement.

10.7 **Notices:** All notices (other than routine correspondence) given under this Agreement shall be in writing and shall be deemed delivered when delivered in person or after 10 (ten) days after the date postmarked if sent by registered or certified mail or courier, return receipt requested, postage prepaid, addressed as follows:

If to Glenmark: Glenmark Pharmaceuticals Ltd. Glenmark House, B. D. Sawant Marg, Chakala, Andheri (E), Mumbai – 400 099 Addressed to: Legal Department	If to Service Provider: _____ _____ _____ Addressed to: _____
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Such address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

11. Governing Law and Jurisdiction: This Agreement shall be governed and interpreted according to laws of India (without reference to conflict of laws provisions) and the courts of Mumbai will have exclusive jurisdiction to try and entertain any dispute arising out of this Agreement.

12. Electronic Execution: This Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument. Signatures to this Agreement transmitted by email in “portable document format” (“.pdf”), or by any other electronic means shall have the same effect as physical delivery of the paper document bearing original signature.

(Signature Page Follows)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date first herein above written

For Glenmark Pharmaceuticals Limited	For _____
Name: _____	Name: _____
Title: _____	Title: _____

ANNEXURE A
SERVICES

**ANNEXURE B
CONSIDERATION**

A. Consideration: Rs. _____ (Rupees _____ only).

B. Payment Terms: _____

C. Payment of invoice(s) are subject to Clause 4 of the Agreement.

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ANNEXURE C

FORMAT OF CONSULTANT AGREEMENT

CONSULTANT AGREEMENT

This Consultant Agreement (“**Agreement**”) is made and entered into at Mumbai on this _____, 2022

BETWEEN

_____, an entity registered under the laws of India and having its office at _____ (hereinafter referred to as “**XXX**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its affiliates, successors and assigns) of the One Part;

AND

Dr _____, an adult, Indian inhabitant and residing at _____ (hereinafter referred to as “**Consultant**”) of the Other Part.

XXX and Consultant are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

- a. XXX is _____;
- b. The Consultant is a registered medical practitioner in the field of _____ in the city of _____;
- c. XXX is desirous of engaging a professional to facilitate and assist it in providing medical expertise in the Consultant’s area of expertise;
- d. The Consultant has represented and warranted that it has the necessary expertise, infrastructure, manpower to provide the Services (as defined below) and has agreed with XXX to perform the said Services (as defined below) to it;
- e. Based upon the aforesaid representations and warranties made by the Consultant, XXX has agreed to engage the Consultant for the said Services on the terms and conditions agreed upon between the Parties hereto;
- e. The Parties are desirous of recording the terms and conditions on which the said engagement has been made.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Definitions:** The following terms shall, unless the context requires otherwise, have the same meaning as defined herein:
 - 1.1. “**Agreement**” means this agreement along with all annexures thereto.
 - 1.2. “**Confidential Information**” means and includes commercial, scientific, technical or any other information in tangible or non-tangible form disclosed by XXX to Consultant or which comes to the knowledge of Consultant while providing the Services hereunder including without limitation, past, current and future: (i) products and services; (ii) research and development plans/results; (iii) data, observations, findings of pre-clinical/clinical trials, studies and experimental work; (iv) inventions, know-how, trade secrets and formulae; (v) methods, processes and techniques; (vi) sales, marketing and operating information; (vii) marketing and merchandizing plans and strategies; (viii) procurement, purchase and manufacturing requirements/

information; (ix) cost and pricing information; (x) details including Personal Data of employees, consultants, customers, vendors, third party manufacturers; (xi) concepts, data, reports, methods, processes, techniques, operations; (xii) future projections, business plans, forecasts and financial information; (xiii) patents, trademarks, copyrights, designs, trade secrets and information relating to or underlying intellectual property rights; (xiv) other present or future intellectual property; (xv) any other projects; and (xvi) all materials prepared on the basis of any of the foregoing, whether or not the foregoing information is patented, tested, reduced to practice of XXX, its affiliates or business partners, in whatever form and using whichever media, whether marked as confidential or not and includes outcome of the Services performed by Consultant herein.

- 1.3. **“Effective Date”** means _____, 2022.
- 1.4. **“Personal Data”** means and includes any information that relates to natural person which, either directly or indirectly, in combination with other information available is capable of identifying such person.
- 1.5. **“Service(s)”** means the services to be provided by Consultant as per **Exhibit A** in accordance with the Agreement and as per the requirements of XXX, as specified from time to time.
- 1.6. **“Work Product”** means and includes all campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, concepts, scripts, photographs, graphic materials, film, music, transcriptions or other materials that are subject to copyright, trademark, patent or similar intellectual property protection produced by Consultant pursuant to the Services.

2 Services and Obligations

- 2.1. XXX hereby engages the Consultant to provide the Services and Consultant agrees to provide the said Services, on the terms and conditions set out herein.
- 2.2. Consultant will:
 - 2.2.1. commence work no later than the Effective Date and follow best practises to complete the Services, as per timelines notified to Consultant;
 - 2.2.2. inform XXX immediately of any unforeseen circumstances that may affect either commencement or completion of the Services;
 - 2.2.3. obtain at its own expense all licenses and permissions required under various laws for conducting and providing the Services as stipulated in this Agreement and shall be liable and responsible for compliance under various laws;
 - 2.2.4. deal promptly with XXX's queries or problems relating to the Services and shall promptly correct any failure to perform the Services;
 - 2.2.5. not provide identical or similar Services, either directly or indirectly, to any other individual, entity or corporation in respect of the Services, formulations, combinations or molecules for which the Services are being rendered by the Consultant herein;
 - 2.2.6. The Consultant will provide the representatives of XXX all documents pertaining to the Services provided along with the deliverables as may be mutually agreed between the Parties;
 - 2.2.7. ensure that the content of the Services and the Work Product (defined herein below) shall be original and shall not infringe any third party intellectual property during the performance of its Services;
 - 2.2.8. not disclose any information of the patient or given any indication or reference of the patient or identify the patient.
- 2.3. In relation to the videos, images, other media or content recorded as part of the Services (including the of the Consultant) or any other Services agreed under this Agreement, the Consultant consents and agrees to XXX or third parties engaged by it to:
 - 2.3.1. record and/or store the Services in any medium and use such recording in part

- or full;
- 2.3.2. use of recordings for publishing, disseminating information and spreading awareness with respect to the therapy, topic or the molecule for which Services were provided; and
- 2.3.3. use of the images, videos quotes or scripts of the Consultant towards the effective communication of the Services;
- 2.4. The Work Product shall be the property of XXX on “Works for Hire” basis. XXX is free to use Work Product and/or the Services in any manner whatsoever. Notwithstanding the foregoing, it is understood that Consultant may, on occasion, license or incorporate materials or information from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license and XXX agrees that it remains bound by the terms of such licenses. Consultant will keep XXX informed of any such limitations and shall procure for XXX, non-exclusive, unlimited, sub-licensable, worldwide license to use such licensed material without any further cost or expense.
- 2.5. In connection with Consultant's due performance of the Services, XXX shall provide reasonable assistance to Consultant and promptly respond to Consultant's reasonable requests. In particular, XXX shall designate a contact person as follows:
Name: _____
e-mail: _____

3. Payment

- 3.1. The Consideration payable for the Services is Rs. _____/- (Rupees _____) (“**Consideration**”). The Consideration shall be payable after completion of the Services.
- 3.2. The payment of Consideration shall be made by XXX within ninety (90) days of receipt of a valid, proper, complete and undisputed invoice along with all necessary supporting documentation.
- 3.3. XXX will pay to Consultant the Consideration subject to completion of the Services as described in Exhibit A and to the satisfaction of XXX.
- 3.4. The Consideration will cover all costs and expenses towards conducting the entire Services as required by XXX. The Parties agree that the Consideration represents fair market value for the Services and which is intended to cover the time spent performing the Services, including but not limited to, as applicable, time spent in (i) preparing the presentation materials, (ii) attending preparation meetings or conference calls, (iii) presenting the materials and answering questions from the audience regarding the content of the presentation, (iv) actively participating in the overall meeting/discussions, and (v) engaging in follow up activities.
- 3.5. Unless specifically agreed otherwise between the Parties in writing, there shall be no additional costs, such as for supplies, equipment, secretarial support, overtime or holiday pay, insurance or overhead charged to XXX under this Agreement.
- 3.6. The Consideration payable hereunder shall be payable to the following bank account of Consultant:
Bank name: _____
Bank account number: _____
Bank address: _____
IFSC Code: _____
Any change in the bank account details shall be intimated to XXX from time to time by Consultant.
- 3.7. All Consideration payable hereunder shall be exclusive of Goods and Service Tax (“**GST**”) and shall be subject to deduction of taxes as statutorily required.
- 3.8. Consultant shall issue a valid tax invoice / debit or credit note in the format prescribed under the relevant GST Act and rules framed thereunder (“**GST Law**”) including e-

invoicing requirement. If the Services are taxable under GST, the Consultant shall ensure that the contents prescribed by the GST Law like GST number along with HSN code for services and QR code/IRN number (if applicable) are reflected on the face of the invoice. Further, the tax invoice / debit or credit note shall be uploaded on the GSTN portal within the prescribed timelines. Consultant shall incorporate the transaction with XXX under this Agreement in the periodical statutory returns filed by it within the prescribed time as required under the relevant and applicable GST Law and shall ensure that all taxes due as per the said return has been duly remitted in the manner prescribed under applicable law. Non – compliant invoices will be rejected with reasons and Consultant shall be required to send the revised invoice / debit or credit note. This is mandatory to ensure compliance with GST. If GST is exempted, necessary certificates and declaration is to be provided to XXX;

- 3.9. Any mismatches reported by GSTN portal, if due to error by Consultant, shall be reconciled and resolved by Consultant within the prescribed time. In all such cases where XXX is not able to avail input tax credit of GST amount paid or denied to XXX on account of mismatches on GSTN portal, non-payment of GST to government, non-filing of GST returns, non-uploading of invoice within due timelines, or uploading invoice with incorrect GSTIN of XXX, or other reasons attributable to any failure on Consultant part including e-invoicing requirement, then the Consultant agrees that XXX shall have the right to set-off any such amounts (along with interest and penalty payable to government authorities) from any amounts that is already due or will become due and payable to the Consultant under this Agreement or any other agreement. Further, XXX also reserves the right to recover the amount from the Consultant for which the input tax credit of GST could not be availed and any interest and penalty so charged by government on XXX for such default of the Consultant by raising a debit note, Consultant will be responsible to make payment against such debit note within 7 days from date of issuance of debit note.
- 3.10. The Consultant agrees that if, at any later date, any error is found in the invoice, the same shall be rectified by the Consultant by issuing debit/credit note as applicable.
- 3.11. Consultant shall provide their correct PAN and a self-declaration that they are not a specified person, as provided in Sec 206AB or Sec 206CCA of the Income Tax Act 1961, as the case may be, for the purpose of deduction/collection of TDS/TCS at a higher rate;
- 3.12. Consultant shall further indemnify, hold harmless and defend at its costs, expense XXX, its directors, officers and employees, its affiliates in relation to:
 - 3.12.1. any claims from applicable tax authorities including interest/penalty or any amounts levied upon/paid by XXX due to the default, error or non-compliance of Consultant;
 - 3.12.2. any loss/denial of input tax credit to XXX due to non-compliance of GST regulation by Consultant or due to late submission of invoices by Consultants;
 - 3.12.3. any interest and/or penalty levied/paid by XXX to tax authorities in relation to loss/denial of input tax credit to XXX as mentioned in above point; and/or
 - 3.12.4. non-compliance of obligations set out hereinabove in respect to GST Law and under other applicable laws.

4. Representations and Warranties

- 4.1. Consultant represents and warrants that:
 - 4.1.1. this Agreement has been duly authorized, executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms;
 - 4.1.2. the execution, delivery, performance of obligations or compliance of the terms of this Agreement will not violate, adversely affect, contravene, breach, create a default or accelerate any obligation under any instrument, charter, bye-law provision, statute, regulation, judgment, ordinance, decree, writ, injunction or applicable law;

- 4.1.3. it shall itself and in relation to the Services fully comply with all applicable central, state and local laws, rules and/or regulations, as may be amended from time to time;
 - 4.1.4. the responsibilities and obligations assumed by the Consultant hereunder are not in conflict with any other obligations of the Consultant;
 - 4.1.5. all the necessary permissions and corporate approvals, statutory or otherwise to execute this Agreement have been obtained;
 - 4.1.6. he/she has the expertise, facilities and shall perform, to the highest of professional standards, the Services in accordance with this Agreement;
 - 4.1.7. all licenses for use of the Services, Work Product, deliverables and/or materials have been taken and fully paid up and XXX shall not be liable to pay any royalties, license fee or such amounts in addition to the Consideration herein and such amounts, if arisen, shall be borne by the Consultant;
 - 4.1.8. that the Services, Work Product, deliverables and/or materials provided under the Agreement to XXX shall not (in present and in future) infringe the copyright, trademarks, designs, design rights, patents, any intellectual property rights or any other rights of any third party;
 - 4.1.9. he/she is not under an obligation to promote, purchase, prescribe or otherwise recommend XXX's products;
 - 4.1.10. if the Consultant is an employee of a public/government organisation or institution, then the Consultant is not prevented from providing Services and has taken applicable approval(s) from such public/government organisation or institution;
 - 4.1.11. he/she has undertaken due diligence in respect of the engagement contemplated hereunder and hereby declares that the Consultant is in compliance with all laws, rules, regulations, guidelines, codes, policies, etc. applicable to this engagement;
 - 4.1.12. in the event the Consultant makes any disclosure as to the remuneration received under this Agreement to any government, statutory or regulatory authority, such Consultant shall communicate to XXX in writing within 7 (seven) days from date of such disclosure;
 - 4.1.13. he/she shall ensure that in rendering the Services: (a) the Consultant's professional integrity and freedom are maintained; and (b) patients interest are not compromised in any way;
 - 4.1.14. Consultant shall not use the Services (in full or in part) rendered to XXX or the Work Product created out of the Services, to provide identical or similar services to any other person or entity.
- 4.2. Consultant will not: (1) directly or indirectly, in violation of any applicable law; (2) make any contribution, gift, bribe, rebate, payoff, or influence payment, kickback, or other payment to any person or entity, private or public, regardless of form, whether in money, property, or services: (i) to obtain favourable treatment in securing business, (ii) to pay for favourable treatment for any business secured, or (iii) to obtain special concessions or for special concessions already obtained, for or in respect of XXX or any of its affiliates; or (3) establish or maintain any fund or asset for that purpose that is not recorded in the books and records of XXX.

5. Data Protection

During the Term, the Consultant shall ensure adherence and compliance to applicable data protection laws, consequently, the Consultant shall fulfil the requirements under law to protect Personal Data used in relation to and/or exchanged under, this Agreement.

6. Confidentiality and No Publication

- 6.1. Consultant hereby undertakes to maintain the Confidential Information in strictest confidentiality and shall disclose the same only to those employees and consultants, as may be reasonably required, in order to provide the Services. Consultant shall use the Confidential Information only to the extent necessary for the performance of its obligations under this Agreement.
- 6.2. The obligations of confidentiality in this clause shall not extend to Consultant in respect of any matter which Consultant can show with documentary evidence that the Confidential Information:
 - 6.2.1. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or
 - 6.2.2. was independently developed by Consultant without the use of the Confidential Information.
- 6.3. The Consultant shall not publish or submit for publication any Confidential Information, methodology, data pertaining to Services, statistical and analytical data and/or the results of the Services, irrespective of whether such Confidential Information is marked as confidential or not.
- 6.4. Notwithstanding anything to the contrary in this Agreement, the obligations of this Clause 6 shall survive expiration or termination hereof for any reason whatsoever for a period of twenty (20) years after expiry or termination of this Agreement.
- 6.5. At XXX's request or on the expiry or upon termination of this Agreement, Consultant shall return and cause any third party to which such Confidential Information is disclosed to return all the Confidential Information received in pursuance to this Agreement including that of all the Confidential Information disclosed orally and also shall destroy or erase all the electric files, copies, notes, memorandum, extracts, which contain, reflect or are derived from the Confidential Information of XXX.
- 6.6. Consultant, on behalf of itself and its employees, agents, and affiliates agrees not to use the material related to the Services including the name of XXX in any publicity, advertising or other publication without XXX's prior written approval.

7. Indemnity

- 7.1. Consultant shall indemnify, hold harmless and defend, at its own expense, XXX, its affiliates and each of their respective directors, officers and employees ("**XXX Indemnitees**") from and against any and all claims, liabilities, proceedings, damages, losses or expenses (each a "**Third Party Claim**"), incurred by XXX Indemnitees in connection with or resulting from any acts or omissions due to: (i) breach of any terms of the Agreement; (ii) infringement of any third party intellectual property rights; (iii) violation of or non-compliance with laws, rules or regulations in relation to the Services; or (iv) commission of unlawful act, negligence or misconduct by Consultant or by its representatives, officers, employees or sub-contractors or third parties engaged by it.
- 7.2. XXX shall notify Consultant of any Third Party Claim(s), and upon such intimation, Consultant shall immediately pay XXX Indemnitees towards such Third Party Claim(s). In the event that any proceedings are initiated in respect of Third Party Claim(s):
 - 7.2.1. XXX shall have the right, at its option and at its own expense, to participate through a counsel of its choice as a third party defendant or in any other appropriate manner in such legal proceedings;
 - 7.2.2. Consultant shall not acknowledge the Third Party Claim(s) or enter into a settlement agreement without the prior consent of XXX;
 - 7.2.3. the Parties agree to cooperate fully with each other in connection with the defense, negotiations or settlement of any such legal proceedings, claim or demand;
 - 7.2.4. if Consultant fails to undertake any such defense or refuses to reasonably cooperate, XXX shall have the right, at Consultant's expense, to undertake the steps necessary for an effective defense or a reasonable settlement thereof.

The above is without prejudice and in addition to the rights and remedies of XXX.

8. Term, Termination and Consequences of Termination

- 8.1. Term: This Agreement shall come into force on the Effective Date and shall remain valid for a period of one (1) year therefrom, i.e., _____, 2022 to _____, 2022 ("**Term**"), unless renewed on such terms and conditions mutually agreed between the Parties in writing.
- 8.2. Termination: XXX may forthwith terminate this Agreement in the event:
- 8.2.1. Consultant commits a breach of this Agreement and fails to cure such breach within fifteen (15) days of being notified by XXX of such breach;
 - 8.2.2. Consultant is declared bankrupt or is adjudged insolvent by a court of law;
 - 8.2.3. Consultant is unable to provide Services to the satisfaction of XXX; or
 - 8.2.4. XXX provides a notice of thirty (30) days to the Consultant intending to terminate the Agreement, with or without assigning any reasons.
- The Agreement shall stand terminated upon the occurrence of the above events and completion of the timelines detailed in the clause.
- 8.3. Consequences upon expiry or termination: In the event of expiry or termination of this Agreement, the following consequences shall arise, where the Consultant will:
- 8.3.1. complete all pending obligations accrued till the date of effect of termination of the Agreement;
 - 8.3.2. return all the Confidential Information to XXX, or to the extent applicable, destroy all the copies thereof and provide a written confirmation of compliance of the same. Furthermore, the Consultant is restrained from making any use of Confidential Information for any purpose;
 - 8.3.3. return all the Work Product, intellectual property, reports, data and materials belonging to or provided by XXX and restrain from using such Work Product, intellectual property, reports, data or materials.
- 8.4. Except as provided in this Agreement or accrued prior to expiry or termination, neither Party shall have further obligations to the other Party under this Agreement.
- 8.5. The Parties have considered the possibility of expenditures necessary for the performance of the terms of this Agreement and the possible loss and damage incident to them in the event of termination for any reason, and agree that XXX shall not be liable to make any payment towards damages or compensation to Consultant on account of termination or expiry of this Agreement.

9. Miscellaneous

- 9.1. Entire Agreement: This Agreement including the annexures herein contains the entire understanding between the Parties. Recitals, annexures, exhibits and schedules form an integral part of the Agreement. This Agreement supersedes all other negotiations, representations and undertakings, whether written or oral, of prior date between the Parties relating to the Services that are the subject of this Agreement.
- 9.2. Amendment: Any change in the terms of this Agreement shall be valid only if the change is made in writing, mutually agreed and signed by the Parties.
- 9.3. Relationship: This Agreement and none of its terms shall be construed as an agency, partnership, joint venture, employer-employee relationship between XXX and Consultant, and all dealings between XXX and Consultant shall be on a "Principal to Principal" basis and shall not be deemed to create any other form of relationship otherwise than as expressly stipulated herein.
- 9.4. Severability: Should one or more provisions in this Agreement be or become invalid or unenforceable, the Parties shall substitute such invalid provisions by valid provisions as close in meaning and effect as the original provisions. Should such substitution not be

possible, the invalidity or unenforceability of such provision shall not affect the validity of the Agreement as a whole.

- 9.5. **Waiver:** Any waiver by any Party of any breach of, or failure to comply with or failure to enforce at any time, any of the provisions of this Agreement shall not be construed as or constitute a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement, nor shall it in any way affect the validity of this Agreement or any part thereof or the right of any Party thereafter to enforce each and every provision of this Agreement.
- 9.6. Clauses 2.4, 3.7, 3.8, 3.9, 3.10, 4, 6, 7, 9.3, 9.4, 9.5, 9.7 and 10 shall continue to survive any termination or expiry of this Agreement.
- 9.7. **Notices:** All notices (other than routine correspondence) given under this Agreement shall be in writing and shall be deemed delivered when delivered in person or after 10 (ten) days after the date postmarked if sent by registered or certified mail or courier, return receipt requested, postage prepaid, addressed as follows:

If to XXX: _____	If to Consultant: _____
Addressed to: _____	Addressed to: Dr _____

Such address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

- 13. Governing Law and Jurisdiction:** This Agreement shall be governed and interpreted according to laws of India (without reference to conflict of laws provisions) and the courts of Mumbai will have exclusive jurisdiction to try and entertain any dispute arising out of this Agreement.

- 14. Electronic Execution:** This Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument. Signatures to this Agreement transmitted by email in “portable document format” (“.pdf”), or by any other electronic means shall have the same effect as physical delivery of the paper document bearing original signature.

(Signature Page Follows)

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first herein above written

For XXX	For Consultant
	Dr _____

**Exhibit A
Services**

A. Service Description:

B. Deliverables

C. Date/Timelines:

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