

MENTORSHIP SERVICES AGREEMENT

BY AND AMONG

XXX PRIVATE LIMITED

Centre for Cellular and Molecular Platforms

MS. PROMOTER 1

AND

MR. PROMOTER 2

DATED: _____

This **MENTORSHIP SERVICES AGREEMENT** ("Agreement"), dated as of [REDACTED], 2020 (the "**Execution Date**"), is made by and among:

1. **[XXX PRIVATE LIMITED]**, a company incorporated under the laws of India with its registered office at [REDACTED], India (the "**Company**");
2., a company incorporated under Section 8 of the Act with its registered office at ("**C-CAMP**")
3. **MS. [PROMOTER 1]**, an Indian citizen and person resident in India, permanently residing at [REDACTED], INDIA; and
4. **MR. [PROMOTER 2]**, an Indian citizen and person resident in India, permanently residing at [REDACTED], INDIA.

Ms. [Promoter 1] and Mr. [Promoter 2] collectively referred to as the "**Promoters**" and individually referred to as a "**Promoter**". The Company, the C-CAMP and the Promoters are individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS:

- (A) The Company's mission is to [REDACTED] ("**Business**").
- (B) C-CAMP agrees to provide Mentorship Services to the Company according to the Internal Policy of the C-CAMP and as per terms and conditions given in this agreement. This agreement will be supplementary to the K-SAP Agreement dated [REDACTED]

NOW, THEREFORE, IN CONSIDERATION OF THE RESPECTIVE COVENANTS, AGREEMENTS, TERMS, CONDITIONS, UNDERSTANDINGS, REPRESENTATIONS AND

WARRANTIES SET FORTH IN THIS AGREEMENT, THE PARTIES, INTENDING TO BE LEGALLY BOUND, COVENANT AND AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“Act” or **“Companies Act”** shall mean the Companies Act, 2013 and the rules and regulations framed thereunder to the extent notified and amended, modified or supplemented from time to time or the Companies Act, 1956 (to the extent applicable) and all future modifications, amendments, enactments and substituting legislations;

“Affiliate” means, with respect to any Person, any other Person, directly or indirectly, Controlling, Controlled by or under common Control with, such Person, and in respect of a natural Person, such Person’s Relatives;

“Agreement” means this Mentorship Services Agreement, including the annexures, appendices and exhibits hereto, as may be amended or modified from time to time in accordance with the terms hereof;

2. MENTORSHIP AND RIGHTS ISSUE OF SHARES

- 2.1 C-CAMP will provide Mentorship services to the Company as a part of advancement program as per the internal policies framed by C-CAMP in this regard and as may be amended from time to time. The Mentorship services are more specifically set out in Annexure 1 hereto (**“Mentorship Services”**).
- 2.2 At the beginning of the Mentorship Services, C-CAMP will raise an Invoice toand same will be settled bywithin 15 days from the date of Invoice. Necessary taxes applicable on the Invoice must be borne by the
- 2.3 Once the Invoice is settled as per Clause 2.2 above, C-CAMP shall invest in the company, to obtain a 4% of equity stake in the company on a fully diluted Basis, the company will allot shares against the money invested at Rs. [10]/- per share (i.e. face value per share being Rs. 10/-) (**“C-CAMP Shares”**) on or prior to [] or such other subsequent date as may be agreed between the Parties (**“Closing Date”**), on completion by the Promoters and Company of the Conditions Precedent as set out in Section 3.1.1.
- 2.4 The Share Capital of the Company as on the Execution Date is set out Part A of Annexure 2. The Share Capital of the Company as on the Closing Date is set out Part B of Annexure 2.

- 2.5 The Company and Promoters shall endeavour to provide liquidity to the equity shares held by C-CAMP, by enabling a future financial investor in the Company to buy the shares held by C-CAMP subject to a Right of First Refusal to the Promoter at the same value offered by the financial investor for investments made in the Company.

3. CONDITIONS PRECEDENTS AND CLOSINGS

3.1 Conditions Precedent to Closing

3.1.1 Conditions Precedent to Closing

Closing is conditional upon:

- (i) The Company shall have delivered to the C-CAMP copies of the resolutions of the Board of Directors of the Company, duly certified by a Director of the Company as true and complete with respect to the following actions:
 - (a) execution of this Agreement by and between the Parties;
 - (b) execution of Rights issue offer documents in accordance with Section 62 of the Companies Act, 2013; and
 - (c) the filing of the necessary forms with the Registrar of Companies and to do all other actions as may be necessary to give effect to the Transaction.

The Company shall have undertaken and completed all necessary steps required under, the Company's Memorandum of Association and Articles of Association to permit the execution of this Agreement, the issuance of the C-CAMP Shares and all associated rights of the Transaction in the manner provided for in this Agreement.

- (ii) The Company shall have obtained all corporate, governmental, management, third party and regulatory approvals as may necessary or required by applicable Laws;
- (iii) The Company and the Promoter shall have performed and complied with all agreements, obligations and conditions contained in this Agreement and the other Transaction Documents that are required to be performed or complied with by it on or before Closing;
- (iv) The representations and warranties shall be true, correct and not misleading in all material respects on the Execution Date and shall remain true, correct and not misleading in all material respects on the Closing Date.

3.1.2 Closing

On the Closing Date and upon completion by the Promoters and Company of the Conditions Precedent as set out in Section 3.1.1 above:

- (i) The Company shall hold a meeting of its Board, at which meeting the following shall be resolved:

- (a) Allotment of C-CAMP Shares free from any Encumbrances, in accordance with this Agreement;
 - (b) subject to the approval of the Shareholders, the adoption of the restated Constituent Documents;
 - (c) convening an EGM on short notice for approving: (i) the adoption of the restated Constituent Documents; and
 - (d) such other matters as are necessary or required to give effect to the transactions contemplated under the Agreement to achieve the Closing.
- (ii) The Company shall hold an EGM, at which the following shall be resolved and/or approved:
- (a) adoption of the restated Constituent Documents.
- (iii) Notwithstanding anything to the contrary, the Company shall be responsible for the payment of any and all Taxes and stamp duty attributable to the allotment of the C-CAMP Shares.
- (iv) The Company shall, and the Promoter shall cause the Company to:
- deliver to the C-CAMP copy of the duly stamped or franked original share certificates for the C-CAMP Shares.
 - Update its register of members to reflect the C-CAMP as the beneficial owner of the C-CAMP Shares (if the C-CAMP Shares are in demat form) or member (if the C-CAMP Shares are in physical form), and provide the C-CAMP with a certified true copy of the register of members;

3.1.3 The Company and the Promoter shall fulfil, the following undertakings, in accordance with the provisions under Applicable Law and in the form as agreed in consultation with the C-CAMP:

- (i) Regulatory Filings. The Company shall within 30 (thirty) days of the Closing Date (or within such earlier periods as may be required by Applicable Law), inter alia file with the Registrar of Companies, the following:
 - (a) e-Form No. MGT-14 in connection with the special resolution of the Shareholders approving & adopting the Restated Articles and provide copies thereof to the C-CAMP; and

3.1.4 The C-CAMP Shares shall rank *pari passu* with the existing Shares of the Company including but not limited to voting rights, dividends, any accretion on the Shares, etc.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each of the Parties represents and warrants to each of the other Parties as under:

4.1.1 Each of the Company and the C-CAMP has all requisite power and authority and each of the Promoters has capacity, to execute, deliver and perform this Agreement and the terms and conditions contained herein.

- 4.1.2 This Agreement has been validly executed and delivered and constitutes a legal, valid and binding obligation on such Party.
 - 4.1.3 The execution, delivery and performance of his / its obligations under this Agreement do not and will not: (i) contravene any Law, regulation or order of any governmental or other official body or agency or any judgment or decree of any court having jurisdiction over him / it; or (ii) conflict with or result in any breach or default under any agreement, instrument, regulation, licence or authorisation binding upon it or any of its assets.
 - 4.1.4 There are no other commitments / agreements entered into by it which may be in breach of the terms of this Agreement or the obligations of such Party hereunder;
 - 4.1.5 There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending or, to the best knowledge of such Party, threatened or anticipated against such Party which may prejudicially affect its holding of Shares or the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.
- 4.2 The Company and the Promoter, jointly and severally, hereby represent, warrant and undertake to the C-CAMP that:
- 4.2.1 Restrictions on Issue of C-CAMP Shares. Except as set forth in the Charter Documentation the Closing Date, there are no voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the issuance of the C-CAMP Shares.
 - 4.2.2 Ethical Business Practices. The Company and each of its Employees, directors and officers have engaged and continue to engage only in legitimate business and ethical practices in the business and operations and in relation to the Governmental Authorities.
 - 4.2.3 The Company and its Employees have not violated any applicable Anti-Corruption Laws or any Anti-Money Laundering Laws.
 - 4.2.4 Neither the Company, nor any of its Representatives have paid, offered, promised or authorised the payment of or made use of any of the Company's assets or otherwise contributed any monies or anything of value, directly or indirectly, to any Government Official or to any Person under circumstances where the Company or its Representatives know or are aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, for the purpose of: (i) influencing any act or decision of such Governmental Authority or Government Official in his official capacity; (ii) inducing such Governmental Authority or Government Official to do or omit to do any act in relation to his lawful duty; (iii) securing any improper advantage; (iv) inducing such Governmental Authority or Government Official to influence or affect any act or decision of any Governmental Authority; or (v) in order to assist the Company in obtaining or retaining the Business.

5. INFORMATION RIGHTS

5.1 The Company shall provide to the C-CAMP all such information relating to the Company, including:

- audited consolidated statements of income, statements of changes in shareholder equity and statements of cash flows of the Company for such Financial Year and an audited consolidated balance sheet as of the end of such Financial Year not later than sixty (60) Business Days of the end of each Financial Year, as applicable;
- unaudited consolidated statements of income, statements of changes in shareholder equity and statements of cash flows of the Company for such quarter and for the period from the beginning of the current Financial Year to the end of such quarter, and an unaudited consolidated balance sheet as of the end of such quarter not later than sixty (60) Business Days of the end of each quarter of every Financial Year, as applicable;
- monthly cash-flow statements in the standard format provided by the C-CAMP, monthly management accounts and management review detailing key operational performance indicators and statistics as of the end of such month not later than fifteen (15) Business Days of the end of each calendar month, as applicable;
- Business Plan and Annual Budget not later than sixty (60) Business Days of the end of each Financial Year, as applicable
- any other information that the C-CAMP may reasonably request.
- In addition, the Company shall promptly provide, and the Promoter shall ensure that the Company promptly provides, to the C-CAMP, any information relating to material developments in the financial condition, operations and prospects of the Company and any Subsidiary, including estimated changes in the balance sheet, changes in the Business Plan and forecasts, expansion or fund-raising plans, any plans relating to an initial public offering and material developments in relationships with employees and sub-contractors.

6. Arbitration

6.1 Any Dispute arising out of or relating to this Agreement including but not limited to the breach, termination or invalidity thereof, shall be settled / administered in accordance with the Arbitration and Conciliation Act, 1996, as amended and the rules framed thereunder ("Arbitration Act"). The seat and the venue of arbitration shall be Bangalore, India. The language to be used in the arbitral proceeding shall be English and any document not in English submitted by any Party shall be accompanied by an English translation.

7. Counterparts

7.2 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the Execution Date.

1. **The Company:**
 By its authorised signatory

By:_____

Name:_____

Title:_____

2. **The C-CAMP:**
 By its authorised signatory

By:_____

Name:_____

Title:_____

3. MS. XX:

By: _____

Name: _____

4. MR. XX:

By: _____

Name: _____

ANNEXURE 1: MENTORSHIP SERVICES

The 1-year MENTORSHIP Services will include the following:

Technical and Business Mentorship: C-CAMP will provide technical and business mentorship to the start-ups.

Domain Knowledge Delivery: C-CAMP will hold domain specific workshops in various areas like IP, licensing and technology transfer, setting up of a company, HR strategies and team building, Clinical development, Regulatory aspects, Tax & Legal issues, as well as Entrepreneurship Development programmes.

Networking events: C-CAMP will organize various networking events where the start-ups can interact with others from the fraternity to explore collaborations, share experiences and learn from one another.

Funding: C-CAMP has partnered with KITVEN Fund III Biotech, managed by Karnataka Asset Management Company Private Limited (KAMCO) as 'Preferred Investment Partner', where KITVEN will be part of the advancement program and preferentially consider the curated startups for investment as per the investment policy of the fund.

Likewise, C-CAMP has partnered with Social Alpha, for priority consideration as per their funding policy.

In addition, C-CAMP will organize one-on-one meetings with investors for exploring an investment opportunity.

Assistance with Further Funding: C-CAMP along with the Advisor will assist the start-ups in making a business plan, training them on how to pitch to investors and making them investor ready.

Connections with International Partners: C-CAMP will propose participation in international events, to provide start-ups an opportunity to meet potential collaborators, investors as well as an exposure to international markets and other ecosystem

ANNEXURE 2: SHAREHOLDING PATTERN OF THE COMPANY

PART A

Share Capital of the Company as on the Execution Date

S. No.	Name of Shareholder	Number of Shares	Percentage Shareholding on a Fully Diluted Basis
1			
2			
3			
4			
5	ESOP		
	TOTAL		100%

PART B

Share Capital of the Company as on the Closing Date

S. No.	Name of Shareholder	Number of Shares	Percentage Shareholding on a Fully Diluted Basis
1			
2			
3			
4			
5	ESOP		
6			
	TOTAL		100%