

**Karnataka Start-up Advancement Programme
(K-SAP)
Agreement**

This Agreement is made and executed on the2024 ("**Effective Date**")

at Between

Centre for Cellular and Molecular Platforms located at GKVK Campus, Bellary Road, Bengaluru 560065, India hereinafter called 'C-CAMP'

And

Company Name, Address of Company _____ hereinafter called 'The Party' or 'the Company'

WHEREAS C-CAMP, a Department of Biotechnology (DBT), Government of India supported initiative, has been promoting innovation & entrepreneurship. In the last few years, C-CAMP has been able to build an ecosystem with a holistic approach including, among other initiatives, funding, incubation, mentoring, acceleration and global partnerships for furthering and adding value to start-ups.

AND WHEREAS C-CAMP has integrated all these initiatives into a comprehensive Programme for start-ups, called the C-CAMP Start-up Advancement Programme – K-SAP and whereas C-CAMP has initiated a similar Programme for Karnataka-based start-ups i.e., **Karnataka Startup Advancement Programme (K-SAP)**, funded by the Department of IT, BT, S&T, Government of Karnataka as outlined as Annexure A, with the objective of working closely with the start-ups to increase their chances of success.

AND WHEREAS THE PARTY herein would like to enroll for the said K-SAP subject to the terms and conditions stated hereinafter:

NOW THIS DEED OF ENROLLMENT FOR K-SAP AGREEMENT WITNESSETH AS FOLLOWS:

- 1) The Party agrees to leverage K-SAP and endeavor to attend and participate in all activities of the said K-SAP.
- 2) The party agrees to transfer equity shares of the company to C-CAMP as consideration for the mentorship provided to the company as a part of the K-SAP. The said number of shares shall amount to 1% of the shares of the company. The Party shall duly issue the Share Certificate to C-CAMP within 90 days from the effective date of this agreement.

- 3) The Company shall endeavor 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.
- 4) The Party agrees to comply with all requirements related to K-SAP including but not limited to Adviser-Advisee engagement, presentations, assignments, confidentiality, etc.

Signed on.....

On Behalf of C-CAMP

Witness

(i)

Dr. Taslimarif Saiyed
CEO and Directo

(ii)

On Behalf of Company

Witness

(i)

(ii)

Name-----

Designation-----

Annexure A

The K-SAP Programme will include the following:

- **Technical and Business Mentorship:** C-CAMP will provide technical and business mentorship to 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, 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 will organize one-on-one meetings with Investors for exploring an appropriate 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 Karnataka Information Technology Services, to provide Karnataka start-ups an opportunity to meet potential collaborators, and investors as well as exposure to international markets and other ecosystem players.

- **Annexure B:**

Please insert the latest Cap table.