

AMENDMENT 1
To
CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

This Amendment 1 to the Corporate Social Responsibility Agreement ("Amendment") is made and entered into on March 12th 2025 and is effective from **01st of February, 2025** ("Effective Date") by and between:

Alivus Life Sciences Limited (formerly known as Glenmark Life Sciences Limited), a company incorporated under the laws of India and having its registered office at Plot No 170-172, Chandramouli Industrial Estate, Mohol Bazarpeth Solapur-413 213, MH, India and having its corporate office at 4th Floor, OIA House, 470, Cardinal Gracious Road, Andheri (E), Mumbai 400099, India hereinafter referred to as "**Alivus**" or the "**First Party**" (which expression, unless repugnant to the context or meaning hereof, shall include its successors, affiliates, administrators and assigns) of the **FIRST PART**.

AND

Urban Rural Management Empowerment Establishment (URMEE), a charitable trust with Registration **No AAATU5169J** with its office located at, 15 A Bhale Estate, behind Pratham Motors, Pune Mumbai Road Wakhade wadi Pune 411003 hereinafter referred to as "**Second Party**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part;

The First Party/Alivus and the Second Party shall hereinafter individually be referred to as a "**Party**" and collectively as the "**Parties**".

Background and Amendment

- a. Glenmark Life Sciences Limited ("Glenmark") and Second Party have previously entered into a Corporate Social Responsibility **Agreement dated 10th December 2024** along with its Schedules I and II ("Agreement"), wherein Glenmark, agreed to provide or make available funds or consumables or goods or equipment or material or assets etc. or a combination thereof (individually or collectively referred to as "**Funding**") to the Second Party for developing, implementing, executing, conducting, coordinating and carrying out Corporate Social Responsibility activities ("**CSR Activities**") subject to compliance with the terms and conditions of the Agreement and in the manner and form specified in **Schedule I and II** of the Agreement.
- b. Glenmark Life Sciences Limited changed its name to Alivus Life Sciences Limited on **17th December, 2024**; and
- c. Now, by entering into this Amendment the Parties wish to:
 - i. amend schedule I & II of the Agreement to add additional scope and payment as set out in Schedule I and II of the Amendment as stated herein.

NOW THEREFORE,

1. Amendment:

- a. Parties mutually agree to amend Schedule I & II of the Agreement, by adding and expanding the purpose of the project as stated in Schedule I and II as stated herein in this Amendment.
- b. Pursuant to the aforesaid, the Schedule I and II of the said Agreement shall be amended to include the additional scope and budget as stated in Schedule I and II as stated in this the Amendment:

2. Miscellaneous:

- a. All consequential changes stand incorporated in the Agreement to effect the aforesaid change.
- b. All capitalized terms herein shall have the same meaning as ascribed to it under the Agreement.
- c. This Addendum shall co-exist and co-terminate with the Agreement and all the other terms and conditions mentioned in the Agreement shall subsist and remain binding save and except to the aforesaid amended terms.
- d. The Agreement in pursuance hereof stands amended only to the extent mentioned herein.
- e. This Addendum shall be an integral part of the Agreement.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE HANDS OF THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN:

<p>For and on behalf of: Alivus Life Sciences Limited.</p> <p> Name: Sumantra Mitra Title: Senior VP- Human Resources Email : GLS.CSR@glenmarklifesciences.com</p>	<p>For and on behalf of: Urban Rural Management Empowerment Establishment (URMEE),</p> <p>Name: Rahul Shende Title: Secretary Email: urmeengo@gmail.com</p>
<p>Name: Tushar Mistry Title: Senior VP- Finance Email : GLS.CSR@glenmarklifesciences.com</p>	<p>Name: Adinath Darawade Title: Treasure Email: urmeengo@gmail.com</p>
<p>Witness 1:</p> <p> Name: Soumi Rao Title: Senior GM–Corporate Communication & CSR</p>	<p>Witness 1:</p> <p>Name: Title:</p>

Schedule I: Introduction and Scope of the Project

The Parties agree to the additional Scope of Services as detailed below:

Additional Project Details	<p>Access to Education: Project ViGyasa</p> <p>Brief about the Project:</p> <p>Additional purpose of the project: To support the development <u>of Integrated science labs in 4 additional schools and maintenance of lab equipment for 3 years</u></p>
Additional Scope of work	<p>Alivus to partner with the Second Party to:</p> <ul style="list-style-type: none">▪ Build Science lab facility: To make Science lab facilities accessible in 4 additional schools, to promote science education<ul style="list-style-type: none">- Conduct 4 - Physical Teacher Training Programs (capacity building on effective utilization of the "Integrated Science Lab" facilities & innovation in the teaching learning process of science related practical activities). This will also include Science lab equipment's of Physics Lab, Chemical Lab & Biology Lab. Chart, Furniture, Including Cupboard, Container Portable Lab Table Portable-sink table, wooden rack, bala painting pieces: overall room color & painting work. Establishment work of lab will be done by STEM. Maintenance of Lab equipment for 3 years will be taken care by STEM.- Science based experiments mainly focused on the basic scientific principles and hands-on activities of Physics, Biology & Chemistry for grade 6th to 8th students and introduction of more complex experiments for 9th to 10th grade students.- Science based events (Project based assignments, Competitions & Project Exhibitions, exposer visits science exhibition)- Provision of the RP lab kits, consisting of scientific working models & experiment kits, which can be used for the prompt experiment in the morning assembly and used by the champion leaders in the spare time during the school hours.- Science Champion Group (Re-formation of Science Champion Group & training on leadership for making student driven science lab) for developing student driven science labs. <p>Further, if Alivus decides to proceed with the impact assessment, then the Second Party agrees to provide with the all the required document and necessary support.</p>
Additional Objective	<ul style="list-style-type: none">▪ Promoting science education through the establishment of functional Integrated science labs in 4- additional schools to create environment of science education & enhance student's interest.▪ Active participation of teacher & student in teaching learning process of science concept according to their class level competencies through the capacity building of science teacher.▪ Building leadership capabilities & ensuring active participation of the students in science activities and promoting peer/group learning by formatting the science champion group in each school.

	<ul style="list-style-type: none"> ▪ Providing opportunities to enhance the learning ability of students in science concepts through project based assignments, exhibitions, competitions etc.
Additional Project Locations as per Amendment	<p>4- new Schools in Mohol Taluka of Solapur district, Maharashtra State.</p> <p>School will be finalized after mutual understanding with Alivus & Urmee.</p> <p>After identification of 4- Schools need to inform to Alivus.</p>
Additional No. of Beneficiaries	<p>Total number of students of 4 – new Schools. Number of students need to inform to Alivus after finalization of Schools.</p>
Impact Indicators as per Amendment	<ul style="list-style-type: none"> • 4 Functional Integrated Science Lab facilities in 4 - Schools. • Teachers from 4 schools to improve their science teaching skills. • Students will actively engage in the Science activities. • 100% of total students made aware about science and scientific education • 80% of total students enhance science score in school examination & Pre-Post Exam.
Outcome as per Amendment	<ul style="list-style-type: none"> • A functional "Integrated Science Lab" with all required equipment & furniture. • Enhancement of teaching skill of science teachers to demonstrate the innovation on science concept. • Enhance the leadership of the students and demonstrate the peer learning process. • Exposure in the science based concept learning activities.

Schedule II:
Budget, Timeline and Disbursement Schedule

Approved Budget as per the Amendment:

Budget Summary (Establishment of Science Laboratories and Supply of Furniture and related Miscellaneous items for 4- additional Schools)			
SI No.	Description of Items	Total Amount (For One School) (Inclusive of Tax) (Rs.)	Total Amount For 4 Schools (Inclusive of Tax) (Rs.)
1	Science Laboratory Equipment	2,68,392	10,73,568
2	Science Laboratory Furniture Items	6,96,863	27,87,452
3	Science Laboratory Miscellaneous Items	1,16,793	4,67,172
4	Monitoring and Evaluation (M&E)	47,200	1,88,800
5	Teachers' Capacity Building (3 Physical Training)	53,100	2,12,400
6	AMC for 3 years (For consumable items like Chemicals, Equipment and Glassware)	1,18,000	4,72,000
7	Painting (whitewash & Putty) @ Rs. 75/sq.ft. (400 sq.ft. room)	35,400	1,41,600
8	Painting (Image and Bala like painting) @ Rs. 100/sq.ft. (400 sq.ft room)	47,200	1,88,800
Total		13,82,948	55,31,792
Add: Admin Cost		69,147	60,000
Grand Total		14,52,095	55,91,792

1st Amendment- Disbursement Schedule:

Installment	Payment Milestone	Amount	% Distribution	Date of Alivus Audit
Installment I	After signing of the agreement, submitting the grant request letter and initiating the Activity	2795896.00	50%	February 2025
Installment II	After submitting the fund utilization certificate for earlier disbursal, progress report and grant request letter (Audited UC must be submitted after completed of Each Financial Year)	1677537.60	30%	March 2025
Installment III	After submitting the fund utilization certificate for earlier disbursal, progress report, grant request letter, completion certificate.	1118358.40	20%	August 2025
Total		55,91,792.00	Rupees Fifty five Lacs Ninety One Thousand Seven Hundred and Ninety Two Only (Inclusive of all applicable Taxes)	

Note:

- Alivus will do the Audit on regular basis as per the activities and the final Audit at the end of the Project for closure and impact assessment.
- *Any Subsequent Installment shall be made only after Alivus receives utilization certificate for the earlier installments / grants and funds are utilized to Alivus' satisfaction and audited UC must be provided after end of each financial year & project.*
- *Any assets purchased by the Second Party under this Agreement has to be purchased at a competitive price (supporting documents of which must be provided to the Alivus upon request). Such assets must be maintained in a good order and condition so that such assets are usable /reusable. In case the parties continue with the agreement or any arrangement in future such assets are not required to be purchased again.*