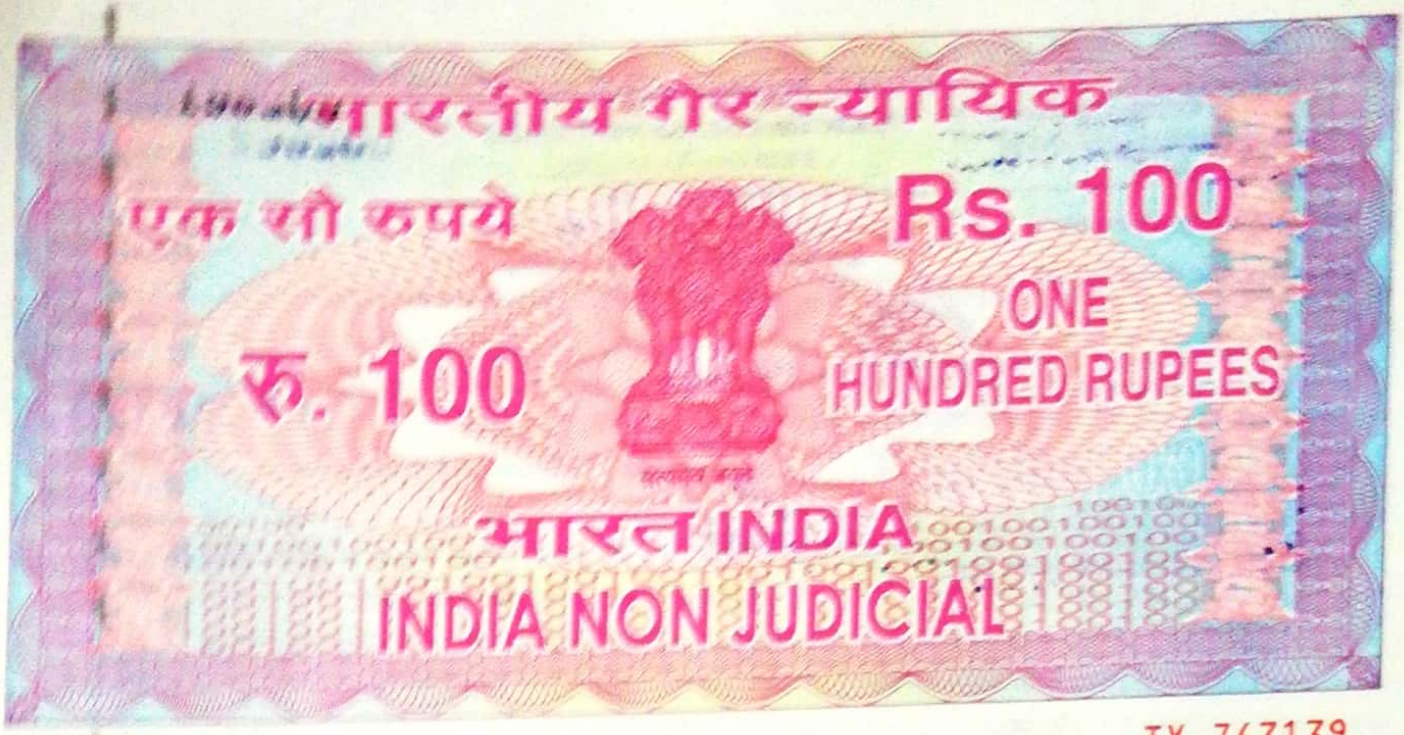

महाराष्ट्र MAHARASHTRA ◐ 2018 ◐ TY 763139

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००३
4 SEP 2018
सक्षम अधिकारी

श्रीमती. पी. एस. तळकर

CLINICAL TRIAL AGREEMENT

THIS AGREEMENT FOR "CLINICAL TRIAL" is made and entered into this 19 day of NOV 2018 by and between

Dr Mahendra Suryawanshi MBBS, MS (Surgery), at MGM Medical College and Hospital, N-6, CIDCO Aurangabad 431003 Maharashtra, India (hereinafter referred to as the "Principal Investigator" or "PI")

AND

MGM Medical College and Hospital, N-6, CIDCO, Aurangabad-431003 Maharashtra, India.

AND

Macleods Pharmaceuticals Limited, a company incorporated under the Companies Act, 1956 having its registered Office at Atlanta Arcade, Marol Church Road, Andheri (East), Mumbai - 400059, India and include its successors and assignees (hereinafter referred to as "Macleods") in connection with conduct of clinical trial

AND

Orapecity Research Solution LLP, Prakash Housing Society, Block no-D/2, Thergaon, Pune- 411033, Maharashtra, India.

Protocol Number: CT-189-ENZO(F)-2015

Protocol Title:

"A Multicentric, Open label, Randomized, Comparative, Clinical Study evaluating Safety and Efficacy of Fixed Dose Combination of Trypsin 48 mg + Bromelain 90 mg + Rutoside Trihydrate 100 mg enteric coated tablet versus Serratiopeptidase 10 mg enteric coated tablet in patients for healing potential in surgical wounds after minor surgery."

PI and Macleods and other party (If applicable like Institute/ Hospital etc) hereinafter are individually referred to as **"the Party"** and are jointly referred to as **"the Parties"**.

WHEREAS:

1. Macleods Pharmaceuticals Ltd. is a pharmaceutical company having R&D centre in Mumbai and has necessary infrastructure and facilities to provide such services of clinical trial and in turn desires to engage the services of the PI to conduct/assist in such a trial;
2. PI has the necessary qualification, training, skill and facilities to conduct the clinical trial and is desirous of rendering such services upon such terms and conditions as envisaged below.

1. Provision of Services

1.1 The services to be provided by the PI to Macleods Pharmaceuticals Ltd. are described in detail in the statement attached here to and incorporated herein by references as **Exhibit B** (hereinafter referred to as **"the Proposal"**).

1.2 The PI will conduct various activities in respect of Clinical Trial (hereinafter referred to as **"activities"**) in accordance with the following:

- Responsibilities of PI (attached herewith as **Exhibit A**) and Protocol of Clinical trial as amended from time to time.
- Budget (attached herewith as **Exhibit B**)
- All applicable International Council for Harmonization (ICH) Good Clinical Practice (hereinafter referred to as **"GCP"**) guidelines.
- All relevant current Indian Regulations and guidelines implemented or advised by the Indian Laws.
- Activities will be carried out as specified in **Exhibit A** and Protocol of Clinical trial as amended from time to time.

1.3 Macleods Pharmaceuticals Ltd. will provide the PI with all the information, documents, and materials which, in Macleods Pharmaceuticals Ltd.' reasonable opinion, are required in order to carry out activities in a Clinical Trial.

1.4 Macleods Pharmaceuticals Ltd. transfers the obligations, explicitly detailed in **Exhibit A** to this Agreement, for this clinical study to the PI and the PI accepts the same and shall diligently carry them out along with other obligations under this Agreement. The PI will take all reasonable steps to ensure that personnel used to perform his/her obligations under this Agreement are appropriately trained and qualified.

1.5 Macleods Pharmaceuticals Ltd. will appoint a representative (hereinafter referred to as the "Clinical Research Associate (CRA)" to be authorized to monitor the activities of the Clinical Trial. The CRA will coordinate performance of Clinical Trial with the PI. All communications between Macleods Pharmaceuticals Ltd. and the PI regarding the conduct of Clinical Trial shall be addressed to or routed through the CRA/CTM. Macleods Pharmaceuticals Ltd. may, at its discretion, change the CRA during the course of Clinical Trial and inform the PI accordingly.

1.6 The PI will store copies of all data and records generated during the trial in accordance with local regulations, applicable GCP and as per the directions of Macleods Pharmaceuticals Ltd.

2.0 Payment

2.1 The total fees and expenses payable by Macleods Pharmaceuticals Ltd. to the PI for the services set forth herein shall not exceed the Budget as per **Exhibit B**.

2.2 Macleods Pharmaceuticals Ltd. shall pay the PI for same in accordance with the terms set forth herein after deducting there from any tax as applicable.

2.3 Payment shall be made by account payee cheque / DD only.

3.0 Term

This Agreement shall commence on the date of execution and shall continue till the date of payment of the last sum due hereunder or till the date when the last services required to be performed hereunder are performed, whichever date shall last occur, unless terminated earlier as provided herein.

4.0 Termination and Consequences of Termination

Termination:

4.1 Either Party may terminate this Agreement without any notice, only for subjects' safety or medical reasons.

4.2 Either Party may terminate this Agreement by written notice of forty five (45) days to the other Party without assigning any reason thereof and **with no penalty on either side.**

4.3 Either Party may terminate this Agreement by written notice of thirty (30) days in advance issued by means of communication ensuring evidence of the date of receipt in case of a substantial breach by the other Party of the obligations arising out of this Agreement, provided the Party receiving such notice has neither remedied nor sufficiently explained for the breach within the period specified in the notice.

4.4 Any failure by a Party to carry out all or part of its obligations under this Agreement resulting in such detriment to the other Party as to substantially deprive such other Party of what it is entitled to expect under this Agreement, shall be considered a substantial breach for the purpose of clause 4.3 above.

4.5 Upon receipt of a written termination notice, both the parties will work diligently, in good faith and in cooperation with each other, to conduct the orderly termination of the services set forth under this Agreement.

Consequences of Expiry or Termination:

4.6 Upon expiry or termination of this Agreement, Macleods Pharmaceuticals Ltd. shall, in accordance with the payment provisions of Clause 2, pay for all reasonable, verifiable and completed activities up to the date of actual termination. In no event will payments made by Macleods Pharmaceuticals Ltd. to the PI under this Agreement exceed the project costs as set forth in the study Budget.

4.7 Upon expiry or termination of this Agreement, the PI shall, at Macleods Pharmaceuticals Ltd.' option, either immediately transfer to Macleods Pharmaceuticals Ltd. or destroy any or all Confidential Information, including any copies thereof, except for those materials or copies that are required by law or regulation or for archival purposes.

5. Intellectual Property Ownership, Invention & Discoveries and Publication

5.1 The PI acknowledges that all the intellectual property rights in the Confidential Information of and belonging to Macleods Pharmaceuticals Ltd. which is disclosed to the PI is and shall always remain the sole and exclusive property of Macleods Pharmaceuticals Ltd.

5.2 The primary right in the data generated during and in connection with the conduct of the trial, including publication rights, rests with the Macleods Pharmaceuticals Ltd. However, the PI may publish data generated at their (own) site:

- Only upon getting written approval from Macleods Pharmaceuticals Ltd. and
- Only after the first publication of such data by the Macleods Pharmaceuticals Ltd.

6.0 Representations; Indemnification

6.1 The PI hereby warrants and represents that the following are true and correct on the date of entering into this Agreement:

a. The PI is an individual and has the requisite qualification, legal power to enter into this Agreement and

to perform his/her obligations hereunder. This Agreement, when duly executed, shall constitute the legal, valid and binding obligation on the PI and is enforceable against the PI in accordance with its terms;

b. All acts and conditions required by the laws in force at the date thereof to be done, fulfilled and performed in order (i) to enable him/her lawfully to enter into this Agreement and to exercise his/her rights and perform his/her obligations under this Agreement and (ii) to make this admissible in evidence have been done, fulfilled and performed in strict compliance with the applicable laws

The PI will be covered by a professional indemnity of sufficient value as decided by Macleods Pharmaceuticals Ltd., which shall be in force through out the term of this trial. However, this indemnity coverage does not cover any indemnity, liability or consequence arising out of or attributable to the negligence or willful misconduct of the PI.

7.0 Governing Law

This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of India.

8.0 Arbitration

8.1 Any dispute, controversy or claim arising out of or in connection with this agreement including any question regarding its existence, validity, interpretation or termination, shall be conclusively settled by referring the same to arbitration. The arbitration proceedings shall be conducted in the English language and be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue for arbitration proceedings shall be Mumbai.

9.0 Force Majeure (Act of God)

In the event either Party is delayed or hindered in or prevented from the performance of any act required hereunder by reasons of restrictive government or judicial orders or decrees, riots, burglary, insurrection, war, acts of God, inclement weather or other similar reasons or causes beyond such Party's control, and such Party has exerted all reasonable efforts to avoid or remedy such event, then performance of such act shall be excused for the period of such delay (which is reasonable and consented by the other Party in writing). Notice of the start and stop of any such force Majeure shall be provided to the other Party.

10.0 Record Keeping & Retention:

During the term of this Agreement, PI shall maintain all materials and all other data obtained or generated by PI in the course of providing the services in a secure area reasonably protected from fire, theft and destruction. PI need to archive all the study related documents after study completion as per the regulations and Macleods Pharmaceuticals Ltd. requirements

11.0 Review of Work, Audit

11.1 The PI shall agree and permit concerned Government Agency, Regulatory Body, Macleods Pharmaceuticals Ltd. Representative to perform, during normal business hours, quality assurance audits of the work performed under this Agreement to determine that the services are being performed in accordance with the applicable study Protocol, Government Regulations and this Agreement. PI promptly shall correct any errors or deficiencies discovered during an audit, under intimation to Macleods Pharmaceuticals Ltd.

12.0 Headings

The headings used in this Agreement are for the sake of convenience and the same are not to be construed to define, limit or affect the construction of interpretation of this Agreement.

13. Notices & Service of documents

The notice and documents required to be given under this Agreement shall be deemed to be sufficiently given if delivered by one Party to the other or sent by Registered Mail with acknowledgement due.

All the correspondence/ notices to be sent by the PI to Macleods Pharmaceuticals Ltd. shall be addressed to:

Macleods Pharmaceuticals Ltd.
Clinical Trials Department,
R & D III, Plot no. 18, Road no-09, Marol MIDC,
Andheri (East), Mumbai 400 093.
Telephone No.: 91-22-61132900
Fax No.: 91-22-28304641

All the correspondence/ notices to be sent by Macleods Pharmaceuticals Ltd. to PI shall be addressed to:

Dr Mahendra Suryawanshi,
MBBS, MS (Surgery),
MGM Medical College and Hospital, N-6, CIDCO,
Aurangabad-431003 Maharashtra, India.
Contact details: 8087401054

Investigator		
Name: Dr Mahendra Suryawanshi **MBBS, MS (Surgery),** **Designation:** Principal Investigator **Site Address:** MGM Medical College and Hospital, N-6, CIDCO, Aurangabad-431003 Maharashtra, India	Signature	Date 24/11/18
Witness By		
Name: P Chaitanya Kiran **Designation:** MBBS, D(MS) RESIDENT	Signature	Date 24/11/18
MGM Medical College and Hospital		
Name: Dr. Rajendra Bohra **Designation:** Dean **Site Address:** MGM Medical College and Hospital, N-6, CIDCO, Aurangabad-431003 Maharashtra, India	Signature	Date 24/11/18
Witness By		
Name: Jayesh V. Kakde **Designation:** Clinical Research Coordinator	Signature	Date 24/11/18
Grapecity Research Solution LLP		
Name: Dr Sushil Chaudhary **Designation:** Director Grapecity Research Solution LLP	Signature	Date
Witness By		
Name: **Designation:**	Signature	Date
Macleods Pharmaceuticals Ltd.		
Name: Dr Ashish Mungantiwar **Designation:** Head – Clinical Trials Macleods Pharmaceuticals Ltd.	Signature	Date 19/11/18
Witness By		
Name: Priyanka. Shrivastava **Designation:** Team Leader – Clinical Trial dept	Signature	Date 19/11/18

Exhibit A

Responsibilities of PI: Dr Mahendra Suryawanshi

INVESTIGATOR AGREEMENT FOR THE CLINICAL TRIAL

Protocol Number: CT-189-ENZO(F)-2015

Protocol Title:

"A Multicentric, Open label, Randomized, Comparative, Clinical Study evaluating Safety and Efficacy of Fixed Dose Combination of Trypsin 48 mg + Bromelain 90 mg + Rutoside Trihydrate 100 mg enteric coated tablet versus Serratiopeptidase 10 mg enteric coated tablet in patients for healing potential in surgical wounds after minor surgery."

1. I have sufficient time, adequate staff, and appropriate facilities to conduct and complete the Clinical Study. I agree to make these resources available for the duration of the study and agree that other Studies will not divert essential subjects or facilities away from this trial.

2. I assure Macleods Pharmaceuticals Ltd., that no other Clinical Study conducted by me shall give rise to a conflict of interest or interfere with the Clinical Trial.

3. I will endeavor to ensure an adequate recruitment rate during the clinical investigation.

4. Macleods Pharmaceuticals Ltd. will furnish me with copies of the Investigator's Brochure and the Study Plan or Protocol and I agree:
   a) to become thoroughly familiar with the properties of the investigational product as described in the Investigator's Brochure, which provides full information concerning the preclinical investigations that justify clinical studies, together with informative material describing any prior investigations, side effects, and precautions to be taken into account in the course of the clinical investigation; and
   b) to become well acquainted with the Study Plan before signing it.

5. I agree to make the necessary arrangements, including provisions for emergency treatment, to ensure the proper conduct of the Study.

6. I understand that I shall have primary responsibility for the accuracy, legibility, and security of all Study data, documents, and subject records both during and after the Study. I will be responsible for signing the Case Report Forms (CRFs). Any alteration of the raw/source data shall be signed and dated, without obliterating the original entry.

7. I agree to abide by the following conditions governing my handling of the data associated with this Study.

a) I am required to maintain adequate records regarding all investigational product received and used by me including batch numbers, dates, and quantities. If the study is terminated, suspended, discontinued, or completed, I shall return to Macleods Pharmaceuticals Ltd., any unused supplies unless other arrangements are made by Macleods Pharmaceuticals Ltd.

b) I am required to prepare and maintain adequate and accurate subject's case histories, recording all observations and other data pertinent to the clinical investigation of each subject in the Clinical Study.

c) I understand I am to furnish my records of the Study to Macleods Pharmaceuticals Ltd.

d) I will maintain records of the disposition of the investigational product and other records for the duration as per current regulation and Macleods Pharmaceuticals Ltd. requirement. To avoid any possible errors I will contact Macleods Pharmaceuticals Ltd. prior to the destruction of records or in the event of accidental loss or destruction of any Study records.

e) I agree to provide accurate information to the Ethics Committee upon request. I also agree to provide accurate information to the regulatory authorities upon their request and within the scope of the agencies'

authorities and ethical obligations, as set forth below:

1. Upon the request of a scientifically trained and specifically authorized employee of national or international regulatory agencies, I will make records related to the Clinical Study available for inspection and copying.
2. The subject's identity will not be released except under the following limited circumstances.
   Where data verification procedures demand inspection of subject's personal identity or personal medical information, in which case this inspection may be performed only by a properly authorized person.
3. The subject's identity shall not be released to third parties without the subject's or subject's legal representative's prior consent. Accordingly, the study subject's or subject's legal representative's consent to the potential release of patient identity information to regulatory bodies for data verification purposes will be obtained as part of the informed consent procedure.

8. I agree to be responsible for submitting the Investigational Protocol for opinion or approval, to an appropriate Ethics Committee and shall transmit the results to Macleods Pharmaceuticals Ltd.

9. I shall not commence the Study without an approval or favorable opinion from the Ethics Committee of the Investigational Protocol, informed consent forms, subject recruitment procedures, and any written material to be provided to the subject or the Subject's legal representative.
   I shall provide the Ethics Committee or Institutional Review Board with all required information.

10. I certify that the investigational products for clinical investigation will be provided only to subjects under my personal supervision or under the supervision of the following sub-investigators). I further certify that the investigational products will not be supplied by me to any investigator, other than those listed above as sub-investigators, or to any clinic, medical facility, or study site for use.

11. No procedure will be performed until all site personnel have been properly trained.

12. I agree to be responsible for the personal safety and well being of the subjects. To this end, I agree to abide by the Declaration of Helsinki and their subsequent amendments, national policy, and the following conditions governing the ethical treatment of subjects in this clinical investigation:
   Following national policy and the Declaration of Helsinki, informed consent shall be documented by the subject or subject's legal representative with dated signature:
   a) I will ensure that subject / subject's legal representative or their guardians receive adequate information to make informed consents. This information will be provided both in oral and in written form and shall be in a form easily understood by the subject / subject's legal representative
      The informed consent information shall include the aims, expected benefits, risks and inconveniences of the clinical investigation, an explanation of any alternative methods or treatments available, and an explanation of possible consequences of any withdrawal from the clinical investigation.
   b) I will ensure that the subject / subject's legal representatives are given the opportunity to inquire about the details of the Clinical Study. The information given to the subject / subject's legal representatives shall make clear to them that they remain free to refuse to participate in and free to withdraw from the Clinical Study at any time without any sanction. I will make an effort to ascertain the reasons for any withdrawal while fully respecting the subject's and/ the subject's legal representative's rights.
   c) I will ensure that the subject / subject's legal representatives are provided adequate time to decide whether or not they wish to participate / wish their ward to participate in this clinical investigation.

13. I will discuss with Macleods Pharmaceuticals Ltd. any question of modification of the study plan and obtain Macleods Pharmaceuticals Ltd written agreement and also approval from the ethics committee prior to implementation of any modification. I will not precede with a non-emergency deviation from the Clinical

Protocol without approval from Macleods Pharmaceuticals Ltd. and as needed the Ethics Committee. It is my responsibility to inform the Ethics Committee about any protocol amendment or any significant change in the Investigational Plan or Protocol that has been approved by Macleods Pharmaceuticals Ltd. including the reason for the change, and to obtain the Ethics Committee's approval or favorable opinion regarding the change.

14. I will report all adverse events/ serious adverse events to Macleods Pharmaceuticals Ltd.

a. I will promptly report:

- Deviations from or changes to the protocol to eliminate immediate hazards to the study patients.
- Changes increasing the risk to patients and/or affecting significantly the conduct of the study.
- All adverse drug reactions (ADRs) and Adverse Events (AEs) those are both serious and unexpected.
- New information that may affect adversely the safety of the subjects or the conduct of the study.

b. All staff in contact with the subject should be aware of their responsibility to note and report all adverse events reported by the Subjects / subject's legally acceptable representative.

c. The Investigator or designate should assess the patient at each visit for adverse event or serious adverse event that may have occurred since the previous visit.

d. All serious adverse events (SAEs) should be reported to Macleods Pharmaceuticals Ltd. within 24 hours except for those SAEs that the protocol or other document (e.g. Investigator's brochure) identifies as not requiring immediate reporting.

e. The immediate reports should be followed promptly by detailed written reports including the completed SAE Forms.

f. The immediate and follow-up reports should identify subjects by unique code numbers assigned to the study subjects rather than by the subjects' names, personal identification numbers and/or addresses.

g. Adverse events and/or laboratory abnormalities identified in the protocol as critical to safety evaluations should be reported to Macleods Pharmaceuticals Ltd. according to the reporting requirements and within the time periods specified by Macleods Pharmaceuticals Ltd. in the Protocol.

h. I will personally be responsible for, or will appoint a sub-investigator to be responsible for all study related medical decisions.

15. I will report all deviations from the protocol to Macleods Pharmaceuticals Ltd. and the study monitor.

16. I will notify Macleods Pharmaceuticals Ltd., immediately, about withdrawal of approval by the reviewing Ethics Committee of my part of the Clinical Study.

17. I will comply with any request by Macleods Pharmaceuticals Ltd. to return or dispose off, investigational product (IP) upon termination or completion of the clinical study. PI understands that Macleods Pharmaceuticals Ltd. is required by law to discontinue shipments of investigational product to me if I fail to comply with the Study Protocol or with any applicable laws or regulatory requirements applicable to the investigation, including national guidelines.

18. I agree to permit personnel from Macleods Pharmaceuticals Ltd. and/or the Study Monitor/ auditor to visit me and/or the Study Site to monitor my compliance with the protocol and/or audit the investigational records. To facilitate Macleods Pharmaceuticals Ltd. or the Study Monitor's audit, I further agree to make records related to the Clinical Study available for inspection and copying.

19. I agree to maintain confidentiality regarding all information generated in the course of this Clinical Study. I further agree to ensure that the confidentiality of all information about subjects and the information supplied by Macleods Pharmaceuticals Ltd. is respected by all persons, with the limitations discussed above.

20. I agree to submit and sign a Final Report of the Clinical Study within three months after termination o completion of the Clinical Study or of my part in the Clinical Study to the Ethics Committee.

I agree to abide by this investigator Agreement.

Investigator Signature: _____

Date : 04/11/2018

Exhibit B: Proposal (Budget)

Budget and Payment Terms

Protocol Number: CT-189-ENZO(F)-2015

Protocol Title: "A Multicentric, Open label, Randomized, Comparative, Clinical Study evaluating Safety and Efficacy of Fixed Dose Combination of Trypsin 48 mg + Bromelain 90 mg + Rutoside Trihydrate 100 mg enteric coated tablet versus Serratiopeptidase 10 mg enteric coated tablet in patients for healing potential in surgical wounds after minor surgery."

Name of PI: Dr Mahendra Suryawanshi

1. All payments would be made only upon fulfillment of responsibilities by the PI as described in Exhibit A and the services provided by the PI as is described in the clinical trial protocol including its amendments.

2. Amount per subject will be paid to PI according to the following payment schedule.
   Budget per completed subjects: Rs.6000/- including all the taxes and institutional overhead charges.
   Lab charges (as per actual for the lab investigations as per protocol) – Rs. 3000/- per patient for all the lab investigations as per the protocol at Visit 1 and Visit 3. Any other fees (EC fees, as per actual).
   Travel reimbursement of Rs. 200/- will be given to the subject at each of Visit 1 (If patient is randomized), Visit 2 and Visit 3, provided site is maintaining proper documentation of the travel reimbursements given to the subject.

3. Expected Number of subjects: Planned number of patients to be enrolled from site: 48 (The number of patients can be increased depending on the overall recruitment status of the trial & potential of the patient pool at the site after discussion with Macleod's Pharmaceuticals Ltd.)

4. The following deductions will be made, if applicable:
   - Tax deduction at source for all payments of fee unless a valid tax exemption certificate is provided by the investigator/ institution.
   - Any capital expenses for the site incurred by Macleods Pharmaceuticals Ltd. on behalf of PI will be deducted from the fee payable to PI.

5. **Payee Details:**

TYPE OF PAYMENT	PAYEE NAME	PAN NUMBER
For Investigator Fee	Grapecity Research Solution LLP	AAPFG8186L
For EC Fee	MGM Medical college	AAATM4256E
For Lab investigations	Grapecity Research Solution LLP	AAPFG8186L

Investigator		
Name: Dr Mahendra Suryawanshi **MBBS, MS (Surgery),** **Designation:** Principal Investigator **Site Address:** MGM Medical College and Hospital, N-6, CIDCO, Aurangabad-431003 Maharashtra, India	Signature	Date 24/11/18
Witness By		
Name: P. Chaitanya Kiran Designation: MBBS, DNB Resident	Signature	Date 24/11/18
MGM Medical College and Hospital		
Name: Dr. Rajendra Bohra Designation: Dean **Site Address:** MGM Medical College and Hospital, N-6, CIDCO, Aurangabad-431003 Maharashtra, India	Signature	Date 24/11/18
Witness By		
Name: Jayesh V. Kakde. Designation: Clinical Research Coordinator	Signature	Date 24/11/18
Grapecity Research Solution LLP		
Name: Dr Sushil Chaudhary Designation: Director Grapecity Research Solution, LLP	Signature	Date
Witness By		
Name: Designation:	Signature	Date
Macleods Pharmaceuticals Ltd.		
Name: Dr Ashish Munganiwar Designation: Head – Clinical Trials Macleods Pharmaceuticals Ltd.	Signature	Date 19/11/18
Witness By		
Name: Priyanka Shrivastava Designation: Team Leader - Clinical Trial dept.	Signature	Date 19/11/18