

ARTICLE 1 - SCOPE OF WORK

Services: The pharma-company will engage the consultant to provide services in connection with the company's needs and demands. Consultant will outline the framework and deliver the services in a timely manner according to the purchased package.

Time and Availability: Consultant will devote # hours (as stated in the purchased package) in performing the services for the pharma-company. Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout the period of purchased package giving due regard to the needs of the pharma-company's business. If the company deems it necessary for the Consultant to provide more than # hours, consultant is not obligated to undertake such work until the consultant and pharma-company have agreed on a rate of compensation. The time devoted can be hours per day or per week, or per year.

Confidentiality: In order for a consultant to perform the consulting services, it may be necessary for the pharma-company to provide the consultant with confidential information (as defined below) regarding the Company's business and products. The pharma-company will rely heavily upon the consultant's integrity and prudent judgment to use this information only in the best interests of the pharma-company.

Standard of conduct: In rendering consulting services under the agreement, the consultant shall conform to high professional standards of work and business ethics. consultant shall not use time, materials, or equipment of the pharma-company without the prior written consent. In no event, shall the consultant take any action or accept any assistance or engage in any activity that would result in any university, governmental body, research institute or other person, entity, or organization acquiring any rights of any nature in the results of work performed by or for the pharma-company.

Outside Services: Consultant shall not use the service of any other person, entity, or organization in the performance of consultant's duties without the prior written consent of an officer of the pharma-company. Should the pharma-company consent to the use by consultant of the services of any other person, entity, or organization, no information regarding the services to be performed under the agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the confidentiality of the pharma-company's confidential information (as defined in Article 5) and the pharma-company's absolute and complete ownership of all right, title, and interest in the work performed under the agreement.

Reports: Consultant shall provide the pharma-company with written reports of his or her observations and conclusions regarding the consulting services (based on templates).

ARTICLE 2 - COMMISSION-BASED CONTRACTOR

Commission-Based Contractor: Consultant is a commission-based contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with both the pharma-company and Scientudio. The amount to be paid to the consultant is commission-based. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion, if consultant willingly plans the deliverables. In that case, 40% of the total amount (from the purchased package by pharma-company) will be paid to the consultant by the Scientudio. However, if the consultant only finalizes the deal with pharma-company without pursuing deliverables, consultant will be paid 20% of the total amount from the package purchased by pharma-company. Also, consultant is not authorized to speak for, represent, or obligate the pharma-company in any manner without the prior written authorization.

Taxes: Scientudio shall be responsible for the taxes arising from the amounts paid under purchased packages. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the pharma-

company on behalf of the consultant. However, a consultant (commission-based contractor) will be responsible to pay the taxes arising from the amount paid to him in the form of earned commission according to the state / provincial / federal law of the country in which he resides. Consultant understands that he/she is responsible to pay the taxes, according to law. Consultant shall, when requested by the Scientudio, properly document that any and all federal and state taxes have been paid.

Benefits: As Scientudio's consultants are commission-based contractors. they will not be eligible for, and shall not participate in, any employee-based pension, health, welfare, or other fringe benefit plan. No workers' compensation insurance shall be obtained by Scientudio covering consultant and consultant shall be him/herself responsible to arrange benefit plans according to the geographical location where he/she resides.

ARTICLE 3 - COMPENSATION FOR SERVICES

Compensation: The pharma-company shall pay to Scientudio for services rendered to the pharma-company under the agreement. The amount shall be paid at the time of purchasing online packages or within 48 hours from time of agreement in case of customized packages.

Reimbursement: The pharma-company agrees to reimburse the consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. These expenditures include, but are not limited to, expenses related to travel (i.e., airfare, hotel, temporary housing, meals, parking, taxis, mileage, software, digital tools, etc.), telephone calls, and postal expenditures. Expenses incurred by the consultant will be reimbursed by the pharma-company within 15 days of the consultant's proper written request for reimbursement.

ARTICLE 4 - TERMS & TERMINATION

Term: The agreement between Scientudio and the pharma-company for services as well as between Scientudio and hired consultant shall be effective as of not yet submitted and shall continue in full force and effect for # consecutive months (as stated in package details for the former and as stated in a signed letter for the later case). The terms and conditions of agreements are negotiable under which the relationship shall continue.

Termination/Cancellation: Scientudio may terminate the agreement with the hired consultant for "Cause," after giving the consultant a written notice of the reason. Cause means: (1) Consultant has breached the provisions of Article 5 or 7 in any respect, or materially breached any other provision of the signed agreement and the breach continues for 30 days following receipt of a notice from the Company; (2) Consultant has committed fraud, misappropriation, or embezzlement in connection with the Scientudio's business; (3) Consultant has been convicted of a felony; or (4) Consultant's use of narcotics, liquor, or illicit drugs has a detrimental effect on the performance of his or her consulting responsibilities, as determined by the Scientudio. For purchased packages, the pharma-company or other clients can request the cancellation within 24 hours of the time of purchase by submitting the contact form.

Responsibility upon Termination: Any equipment provided by either the pharma-company or Scientudio to the consultant in connection with or furtherance of consultant's services under the agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of the agreement, be returned to the pharma-company or Scientudio.

Survival: The provisions of Articles 5, 6, 7, and 8 shall survive the termination of the agreement with the consultant and remain in full force and effect thereafter.

ARTICLE 5 - CONFIDENTIAL INFORMATION

Obligation of Confidentiality: In performing consulting services, the consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the pharma-company. Consultant

agrees that neither consultant nor Scientudio will use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the pharma-company, or disclose such Confidential Information without the written authorization of the pharma-company, either during or after the term of the agreement, for as long as such information retains the characteristics of Confidential Information.

Definition: "Confidential Information" means information not generally known and proprietary to the pharma-company / client or to a third party for whom the pharma-company / client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the pharma-company / client, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the pharma-company, any confidential secret development or research work of the pharma-company / client, or any other confidential information or proprietary aspects of the business of the pharma-company. All information which Consultant acquires or becomes acquainted with during the period of the services, whether developed by consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the pharma-company / client as being Confidential Information, shall be presumed to be Confidential Information.

Property of the Pharma-Company: Consultant agrees that all plans, manuals, and specific materials developed by the consultant on behalf of the pharma-company in connection with services rendered under package, are and shall remain the exclusive property of the pharma-company. Promptly upon the expiration or termination of the agreement, or upon the request of the pharma-company, consultant shall return to the pharma-company all documents and tangible items, including samples, provided to consultant or created by consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

ARTICLE 6 - RIGHTS & DATA

Rights & Data: All drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to the pharma-company by consultant in connection with the services rendered under the agreement shall belong exclusively to the pharma-company and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the deliverable items may not, by operation of law, be works made for hire, consultant hereby assigns to the pharma-company the ownership of copyright or mask work in the Deliverable Items, and the pharma-company shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Consultant agrees to give the pharma-company or its designees all assistance reasonably required to perfect such rights. For Scienvas, however, except for the premium package, Scientudio holds the copyrights for all other packages and copyright infringement charges are \$1000 per illustration / image / figure. If the client wishes to purchase copyrights of the requested illustration / image / figure, the client will be liable to pay additional \$200 within 48 hours of agreement. The cancellation, however, is possible within 48 hours of purchase by submitting the request via contact form.

ARTICLE 7 - CONFLICT OF INTEREST & NON-SOLICITATION

Conflict of Interest: Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of the pharma-company during the duration of the service unless express written authorization to do so is given by the pharma-company's president. A direct competitor of the pharma-company for purposes of the agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in the business of similar nature.

Non-Solicitation: Consultant covenants and agrees that during the term of the service agreement, consultant will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of the pharma-company, any employee or commission-based contractor employed by the pharma-company while consultant is performing services for the pharma-company.

ARTICLE 8 - RIGHT TO INJUNCTIVE RELIEF

Right to Injunctive Relief: Consultant acknowledges that the terms of Articles 5, 6, and 7 are reasonably necessary to protect the legitimate interests of both the Scientudio and pharma-company / client, are reasonable in scope and duration, and are not unduly restrictive. Consultant further acknowledges that a breach of any of the terms of Articles 5, 6, or 7 will render irreparable harm both to the Scientudio and pharma-company, and that a remedy at law for breach of the service / hiring agreement is inadequate, and that the pharma-company shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Consultant acknowledges that an award of damages to the pharma-company does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

ARTICLE 9 - GENERAL PROVISIONS

Construction of Terms: If any provision of the service agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

Governing Law: The service agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of [governing law].

Complete Agreement: The service agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of the particular agreement and supersedes all prior discussions and understandings in respect to the subject of the said agreement, whether written or oral.

Commission-based salary: The commission-based salary less than or equivalent to 20% for leadership as well as for commission-based consultants is considered as honorarium and is exempt from tax.

Dispute Resolution: If there is any dispute or controversy between the parties arising out of or relating to either service or hiring agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under the agreements. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to the agreement will be borne by party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under the agreement until the dispute is resolved.

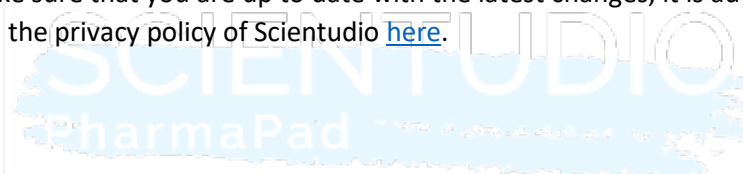
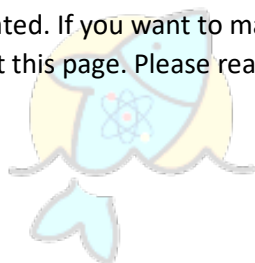
Modification: No modification, termination, or attempted waiver of both the service and hiring agreements, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

Waiver of Breach: The waiver by a party of a breach of any provision of the agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

Successors and Assigns: The service agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the service agreement shall be assignable by the pharma-company without consultant's consent in the event the pharma-company is acquired by or merged into another corporation or business entity. The benefits and obligations of the agreement shall be binding upon and ensure to the parties hereto, their successors and assigns.

No Conflict: Consultant shall warrant that Consultant has not previously assumed any obligations inconsistent with those undertaken by consultant under the agreement.

DISCLAIMER for all clients: Please read this disclaimer carefully before using the Scientudio website operated solely by Scientudio. The content (graphics / illustrations / images / pictures / playing cards) displayed on the website is the intellectual property of Scientudio and is officially copyrighted. You may not reuse, republish, or reprint such content without the written consent. Copyright infringement charges are 1000\$ (per image / graphic / illustration / picture / playing card). All the content posted as illustrations or blogs (STEMHub) or science products (science myths deck) is merely for informational, educational, and commercial purposes and is based on personal experience, knowledge and expertise of Dr Malik and is not related or connected to any other individual/organization/group or company. It is not intended as a substitute for professional advice either. Should you decide to act upon any information in blogs on this website, you do so at your own risk. While the information in blogs on this website has been verified to the best of the knowledge, it cannot be guaranteed that there are no mistakes or errors. Scientudio reserves the right to change this policy at any given time, of which the user will be promptly updated. If you want to make sure that you are up to date with the latest changes, it is advised to frequently visit this page. Please read the privacy policy of Scientudio [here](#).



BYLAWS OF Scientudio

(the "Sole Proprietorship ")

LEADERSHIP

Membership

- 1) The members (the "Leadership") will consist of persons who are genuinely interested in furthering the objects of Scientudio.
- 2) No amendment in existing operation policies of Scientudio will be passed without the approval of the board of directors of Scientudio (the "Advisory Board") either by a resolution of the Board passed at a meeting of the Board or by an instrument or instruments in writing signed by all of the directors (the "Advisors").
- 3) Any member of leadership may withdraw from the role either by (a) providing a signed resignation letter; or (b) with the approval of the Board of (a) the withdrawal in principle; and (b) the proposed transferee of the role, where the role in question is non-redeemable.
- 4) The leadership members have the preemptive right to work for other organizations / institutes / corporates or to purchase stocks or to launch their own business ventures.

Monthly / Quarterly / Annual Meetings

- 5) A meeting of the leadership members will be held monthly for the purpose of reviewing the progress and revamping the implemented strategies, if required. In addition, there will be quarterly meetings with the Advisory Board for the purpose of approval of new strategies in pipeline. All these meetings will be called by any of the Leadership members. In addition, the annual Advisory Board meeting will be called by the Chief Executive Officer (CEO) (Leadership member) for a date not more than 15 months after the launch of Scientudio and will subsequently call an annual meeting for a date not more than 12 months after the last annual meeting and no more than six months after the end of the Scientudio's previous financial year.

Special Meetings

- 6) Unless otherwise prescribed by statute, special meetings of the Leadership members, for any purpose or purposes, may only be called in the following ways:
 - a. By a majority of the Advisory Board; or
 - b. By the chief executive officer of Scientudio (the "CEO"); or
 - c. By the Advisory Board upon delivery to each director of the Advisory board and to CEO of Scientudio, of written requests describing the purpose or purposes of the special meeting, signed, and dated by the leadership members entitled to cast in total not less than 5 percent of the votes on any issue proposed for the meeting. If the directors do not call a meeting within 21 days of receipt of such requisition, then any signatory of the requisition may call the meeting.

- 7) The Advisory Board and CEO will determine the time and date of any special meeting provided that, in the case of a special meeting called by the requisite percentage of Leadership members in accordance with these Bylaws, the Advisory Board will issue notice of the special meeting within 21 days of receipt of the written demand(s) by the CEO.

Place of Meeting

- 8) The annual meetings or special meetings of the Leadership will be held in virtually (preferably on zoom).

Notice of Meetings

- 9) Written notice of any meeting of the Leadership members will be given not less than 15 days and not more than 30 days before the meeting to each Leadership member entitled to vote at that meeting and to each Advisory board director of Scientudio. The written notice of the meeting will state the date and hour of the meeting, the means of remote communications if any, the agenda and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

Resolution in lieu of Meeting

- 10) Any action which may be taken at an annual or special meeting of the Leadership, may be taken without a meeting, without prior notice and without a vote, if passed by a resolution by all Leadership members at a meeting of the Leadership. A copy of every resolution passed in this way will be filed with the minutes of the meetings of Leadership members.

Remote Communication Meetings

- 11) Remote communication means any electronic communication including conference telephone, video conference, the internet (preferably slack), or any other method currently available or developed in the future by which Leadership members, not present in the same physical location may simultaneously communicate with each other.
- 12) In the sole and reasonable discretion of the Board, a meeting of Leadership members of Scientudio may be held by any means of remote communication. Where a meeting will employ remote communication, one or more Leadership members may participate by means of remote communication or the meeting may be held solely by means of remote communication at the sole discretion of the Board. Where any remote communication is used in a Leadership meeting, all Leadership members must be provided a reasonable opportunity to participate in the meeting and all Leadership members participating in the meeting must be able to simultaneously hear each other during the meeting. All votes or other actions taken at the meeting by means of electronic transmission must be maintained as a matter of record by the Scientudio. Participation in a meeting using any form of remote communication will constitute presence in person at the meeting.

Quorum and Required Vote

- 13) A minimum of 60 percent is entitled to vote, present in person or represented by proxy, will constitute a quorum entitled to take action at a meeting of Leadership members.
- 14) In all matters, any act of the Leadership members must be passed by an affirmative vote of the majority of the members (Leadership and Advisory board) present in person or represented by proxy at the meeting and entitled to vote on the matter.

ADVISORY BOARD

General Powers

- 15) The business and affairs of Scientudio will be planned by or under the direction of the Advisory Board.

Number, Tenure and Quorum

- 16) The Advisory Board will consist of six members, each of whom will be a natural person. Advisory board directors need not be the Leadership members. Each Advisory Board Director will hold office until that Director's successor is elected and qualified or until that Director's earlier resignation or removal. Any Director may resign at any time upon notice given in writing or by electronic transmission to the CEO of Scientudio. In order to transact business at a meeting of the Directors, a quorum of 60 percent of the total number of Directors eligible to vote will be required. The vote of the majority of the Directors present at a meeting at which a quorum is present will be the act of the Board.

Quarterly Remote Meetings

- 17) By resolution, the Board may provide the time, for the holding of quarterly meetings without any notice other than that resolution.

Special Meetings

- 18) Special meetings of the Board may be called by or at the request of the CEO or by a majority of the Directors. The person or persons calling that special meeting of the Board may fix any date and time for holding that special meeting.

Notice

- 19) Reasonable notice of the date and time of a meeting of the Board will be given individually to every Director.
- 20) Notice of any Directors' meeting may be waived by a Director before or after the date and time of the meeting. The waiver must be in writing by a Director and must be delivered to the CEO of Scientudio for inclusion in the minutes or filing with the Scientudio's records. The attendance of a Director at a meeting of the Board will constitute a waiver of notice of

that meeting except where a Director attends a meeting for the express purpose of objecting to any business affair because the meeting is not lawfully convened.

Action by Directors Without a Meeting

21) Any action to be taken at any meeting of the Board may be taken without a meeting if all members of the Board, as the case may be, consent to it in writing, or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board. This filing will be in paper form if the minutes are maintained in paper form and will be in electronic form if the minutes are maintained in electronic form.

Remote Communication Meetings

22) Remote communication means any electronic communication including conference telephone, video conference, the internet (preferably slack), or any other method currently available or developed in the future by which Directors, not present in the same physical location may simultaneously communicate with each other.

23) A meeting of the Board may be held by any means of remote communication by which all persons authorized to vote or take other action at the meeting can hear each other during the meeting and each person has a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting.

Vacancies and Newly Created Directorships

24) When vacancies or newly created directorships resulting from any increase in the authorized number of Directors occur, a majority of the Directors then in office, although less than a quorum, or a sole remaining Director will have the power to appoint new Directors to fill this vacancy or vacancies. Each new Director so chosen will hold office until the next annual meeting of the Leadership members.

25) If at any time, by reason of death or resignation or other cause, Scientudio should have no Directors in office, then any Leadership members may call a special meeting of the Leadership to fill the vacancy.

26) When one or more Directors resign from the Board and the resignation is to become effective at a future date, a majority of the Directors then in office, including those who have so resigned, will have the power to appoint new Directors to fill this vacancy or vacancies. The appointments of these new Directors will take effect when the resignation or resignations are to become effective, and each new Director so chosen will hold office until the next annual meeting of the Leadership.

Organization

27) Meetings of the Board will be presided over by the Chairman of the Board if present, or in the Chairman's absence, by a Director chosen at the meeting. The CEO of Leadership may act as secretary of the meeting.

Chairman of the Board

28) The Chairman of the Board, if present, will preside at all meetings of the Board, and exercise and perform any other authorities and duties as may be from time to time delegated by the Board. The Chairman of the board will be changed quarterly, rotating the turns among all Directors of the Advisory board.

Compensation

29) The Board will, by resolution, fix the fees and other compensation for the Directors for their services as Directors of the Board (It will be implemented not more than 6 to 8 months after the launch of Scientudio). All changes to Director compensation are subject to ratification by the Leadership members.

Presumption of Assent

- 30) A Director of Scientudio's Advisor Board who is present at a meeting of the Board will be presumed to have assented to an action taken on any corporate matter at the meeting unless:
- The Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or business affair at the meeting;
 - The Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or
 - The Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before the adjournment of the meeting or to the CEO of Scientudio within a reasonable time after adjournment of the meeting.
- 31) Any right to dissent or abstain from the action will not apply to a Director who voted in favour of that action.

CONSULTANTS (COMMISSION-BASED CONTRACTORS)

Appointment of Consultants

- 32) The Consultants of Scientudio (individually the "Consultant" and collectively the "Consultants") will consist of the commission-based contractors who:
- Will consent to the holding of:
 - 20% if consultants (team members: commission-based contractors) only sell any service/package to the pharma company;
 - 40% if after selling the package to the pharma company, the 100% work is done by the consultant and leadership team acts only as an advisor.
 - Will work remotely (Global recruitment)
 - Will report directly to the Leadership members and will be accountable for the actions of the client (pharma-companies / other customers) in regard to a specific service purchased by the client after direct communication with the consultant.
- 33) The Consultants will be appointed by the Leadership members of Scientudio after vetting applications submitted via job application form on Scientudio's webpage. These vacancies

will be advertised on social media platforms. Any appointee may hold one or more categories of services.

Term of Office

34) Each Consultant will hold the term until a successor is duly appointed and qualified or until the Consultant's death or until the Consultant resigns or is removed as provided in these Bylaws and in articles of policies.

Removal

35) Any Consultant may be removed by the Board or Leadership members at any time with a cause, provided, however, any contractual rights of that person, if any, will not be prejudiced by the removal.

Vacancies

36) The Leadership members may fill a vacancy because of death, resignation, removal, disqualification, or otherwise.

Biweekly / Annual Meetings

37) A meeting of the leadership members with consultants will be held biweekly for the purpose of reviewing the progress report and revamping the implemented strategies, if required. In addition, there will be quarterly meetings with the Advisory Board for the purpose of approval of new strategies in pipeline. All these meetings will be called by any of the Leadership members. In addition, the annual Advisory Board meeting will be called by the Chief Executive Officer (CEO) (Leadership member) for a date not more than 15 months after the launch of Scientudio and will subsequently call an annual meeting for a date not more than 12 months after the last annual meeting and no more than six months after the end of the Scientudio's previous financial year. It will be the MUST for all consultants to be present in the meetings which require their presence and progress report.

Special Meetings

38) Unless otherwise prescribed by statute, special meetings of the Leadership members and Consultants, for any purpose or purposes, may only be called in the following ways:

- a) By a majority of the Advisory Board; or
- b) By the chief executive officer of Scientudio (the "CEO"); or
- c) By the Advisory Board upon delivery to each director of the Advisory board and to CEO of Scientudio, of written requests describing the purpose or purposes of the special meeting, signed and dated by the leadership members entitled to cast in total not less than 5 percent of the votes on any issue proposed for the meeting. If the directors do not call a meeting within 21 days of receipt of such requisition, then any signatory of the requisition may call the meeting.

39) The Advisory Board and / or CEO will determine the time and date of any special meeting provided that, in the case of a special meeting called by the requisite percentage of Leadership members and Consultants in accordance with these Bylaws, the Advisory Board will issue notice of the special meeting within 21 days of receipt of the written demand(s) by the CEO.

Place of Meeting

40) The annual meetings or special meetings of the Leadership will be held in virtually (preferably on zoom).

Notice of Meetings

41) Written notice of any meeting of the Consultants and / or Leadership members will be given not less than 15 days and not more than 30 days before the meeting to each Leadership member entitled to vote at that meeting. The written notice of the meeting will state the date and hour of the meeting, the means of remote communications if any, the agenda and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

Resolution in lieu of Meeting

42) Any action which may be taken at an annual or special meeting of the Leadership, may be taken, if passed by a resolution by all Leadership members at a meeting of the Leadership and the Consultants. A copy of every resolution passed in this way will be filed with the minutes of the meetings of Leadership members and the Consultants.

Remote Communication Meetings

43) Remote communication means any electronic communication including conference telephone, video conference, the internet (preferably slack), or any other method currently available or developed in the future by which Consultants, not present in the same physical location may simultaneously communicate with each other.

LOANS, CHEQUES, DEPOSITS, CONTRACTS

Loans

44) Without discussion with the Advisory Board, Scientudio is prohibited from making or accepting loans (greater than \$ 50 k) in its name or issuing evidence of indebtedness in its name. The authorization of the Board for Scientudio to perform these acts can be general or specific.

Cheques, Drafts, Notes

45) All cheques, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of Scientudio must be signed by CEO and in a manner as will from time to time be determined by resolution of the Board.

Deposits

46) All funds of Scientudio not otherwise used will be deposited to the credit of Scientudio in bank.

Conflict of Interest by Directors

47) No contract between Scientudio and any number, but less than a majority, of its Directors or Officers, or between Scientudio and any other corporation, partnership, association, or other organization in which any number, but less than a majority, of its Directors or Officers, are directors or officers or have a financial nexus, will be void or voidable solely for this reason, or solely because that Director or Leadership member is present at or participates in the meeting of the Board which authorizes the contract, or solely because any such Director's or Leadership member's votes are counted for that purpose, provided that one of the following conditions is met:

- a) Full disclosure of the material facts as to the Director's or Leadership member's relationship or interest and as to the contract are made to the Board, and the Board in good faith authorizes the contract by the affirmative votes of a majority of the disinterested Directors, even though the number of disinterested Directors is less than a quorum; or
- b) Full disclosure of the material facts as to the Director's relationship or interest and as to the contract are made to the Leadership members entitled to vote on the contract, and the contract is specifically approved in good faith by the affirmative votes of a majority of the Leadership members.

48) A contract between Scientudio and, directly or indirectly, a majority of the Directors or Leadership members or Consultant will be void solely for this reason.

49) A Director or Leadership member or Consultants of Scientudio will not be disqualified as a Director or Consultant or Leadership member for the sole reason that the Director or Consultant deals or contracts with Scientudio either as a vendor, purchaser, or otherwise.

Loans to Employees and Officers

50) Scientudio may not lend money to, nor guarantee any obligation of, nor otherwise assist, any Leadership member or Consultant of Scientudio or of any subsidiary of the Scientudio, including any Consultant or who is a Director of Advisory board of Scientudio.

Indemnification

51) Advisory Board - Scientudio (CEO) shall indemnify and hold harmless the members of the Advisory Board against any and all claims, loss, damage, expense or liability arising from any action or failure to act with respect to the clauses in signed consent agreement, except in the case of gross negligence or willful misconduct by the Advisory Board.

52) Leadership / Consultants (Commission-based contractors)

- a) The leadership team members (CSO and COO) and consultants (commission-based contractors) will be primarily responsible for performing the work required under the signed consent agreement, and shall therefore be legally responsible for, and shall indemnify and hold Scientudio (CEO) harmless for all claims asserted against the Scientudio (CEO), its advisory board members, other leadership members (CSO or COO), by any third parties, whether or not represented by a final judgment, if such claims arise out of or result from Leadership team member's (CSO or COO) / consultant's negligent or wrongful acts in performing such work, including all claims for bodily injury (including death), personal injury, property damage, and other losses, liabilities, costs, and expenses (including but not limited to attorneys fees).
- b) In addition, leadership team members (CSO or COO) / consultants warrant that no part of any consultancy service or other material ("Work Product") delivered by them under Scientudio brand name shall include anything of an obscene, libelous, defamatory, disparaging, or injurious nature; that neither the Work Product nor the title to the Work Product will infringe upon any copyright, patent, property right, personal right, or other right; and that all statements in the service proposals to the clients on Scientudio's platform and in the Work Product are true to the Leadership team member's (CSO or COO) and / or consultant's actual knowledge and belief, or based upon reasonable research for accuracy.
- c) The term "wrongful act" as used herein shall include any tortious act or omission, willful misconduct, failure to comply with Federal or state law requirements, copyright or patent infringement, libel, slander or other defamatory or disparaging statement in any written deliverable required under the contract, or any false or negligent statement or omission made by leadership team member (CSO or COO) / consultant in its proposal to clients under Scientudio's name.
- d) The obligations in paragraph (a) of this clause to indemnify and hold harmless Scientudio (CEO) shall not extend to claims, damages, losses, liabilities, costs, and expenses to the extent they arise out of the negligent or wrongful acts or omissions of the Scientudio (CEO), its advisory board members, and other leadership team members (CSO or COO) / consultants (commission-based contractors).
- e) Both the Scientudio (CEO) and consultants (commission-based contractors) shall give prompt notice to each other upon learning of the assertion of any claim, or the commencement of any action or proceeding, in respect of which a claim under this paragraph may be sought, specifying, if known, the facts pertaining thereto and an estimate of the amount of the liability arising therefrom, but no failure to give such

notice shall relieve Scientudio (CEO) or consultant of any liability hereunder except to the extent actual prejudice is suffered thereby.

APPENDIX

Glossary

Bylaws - the purpose of these bylaws (the "Bylaws") is to provide rules governing the internal management of Scientudio.

Chairman of the Board - Once an Advisory Board of Directors has been appointed by CEO, the Board will then elect a chairman (the "Chairman of the Board") on quarterly basis. The Chairman of the Board will act to moderate all meetings of the Board of Directors and any other duties and obligations as described in these Bylaws.

Commission-Based Consultant - A commission-based consultant (individually the "Consultant" and collectively the "Consultants") is any individual acting for or on behalf of the Scientudio. A Consultant of Scientudio will usually be appointed to a specific service package such as Digital Marketing, Infomercials, Business Reports, RFPs and IND etc. One person may hold several categories of services. The main responsibility of the Consultants will be to bring more clients / customers / pharma-companies aboard and if feasible, work on the deliverables of the service packages which the clients / customers / pharma-companies have purchased. The Consultants will report directly to the Leadership members.

Commission-Based Salary – The commission-based salary less than or equivalent to 20% for leadership as well as for commission-based consultants is considered as honorarium and is exempt from tax.