

## MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("**Agreement**") is made and entered into as of **[Insert Effective Date]**, by and between

**DEEP PHARMA INTELLIGENCE LTD**, a private limited company, duly organised and existing under the laws of England and Wales, with a company number 13439118, and with its principal place of business at 63-66 Hatton Garden, 5th Floor, Suite 23, London, England, EC1N 8LE ("**Service Provider**", or "**Party 1**"), which is a part of the group of companies of Deep Knowledge Group ("**DKG**")

AND

**[Client's Company Name]**, a **[Client's Company Legal Structure, e.g Limited Liability Company]** organised and existing under the laws of **[Client's Company Jurisdiction]**, with its principal place of business located at **[Client's Company Address]** ("**Client**" or "**Party 2**").

### WITNESSETH:

**WHEREAS**, the Service Provider, specialises in biotech, AI, and femtech innovation profiling and market intelligence and renowned for its advanced data systems and analytics tools, engaged in the business of providing information technology services, including but not limited to the development of software, dashboards, websites, platforms, solutions, and related services; and

**WHEREAS**, the Client desires to engage the Service Provider to perform certain services as may be more specifically described in one or more Statements of Work (as defined below) that will be issued under and form a part of this Agreement; and

**WHEREAS**, the Service Provider wishes to provide such services to the Client on the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

**IN WITNESS WHEREOF**, the Parties have caused this Master Services Agreement to be executed by their duly authorised representatives as of the Effective Date.

This Agreement sets forth the general terms and conditions under which the Service Provider will provide Services to the Client. Specific Services to be provided will be described in separate Statements of Work, which will be subject to and governed by the terms of this Agreement.

## 1. DEFINITIONS

1.1. As used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1. "**Services**" the information technology services provided by the Service Provider to the Client, which may include the specific types of software development, IT consulting, cloud services, customizable visualisation tools, interactive benchmarking capabilities, platforms, data analytics services, dashboards, websites, and any other specialised IT services the Service Provider is known to offer.

1.1.2. "**Statement of Work**" or "**SoW**" means a mutually agreed-upon document that

specifies the services to be performed by the Service Provider for the Client. This may include, among other things, the specific services to be provided, the timeline for delivery of such services, and the payment terms for such services.

- 1.1.3. **"Change Request"** means any request for work outside the scope of the Statement of Work.
- 1.1.4. **"Dashboard"** refers to a type of software provided by the Service Provider that enables the visualisation and management of data from various sources, often presented in a graphical interface.
- 1.1.5. **"Platform"** means the integrated digital infrastructure provided by the Service Provider, which may include functionalities such as real-time analytics, user customization options, and integration capabilities with third-party software, accessible via web or mobile interfaces on electronic devices.
- 1.1.6. **"Software"** refers to computer programs and other sets of instructions, in object code or source code form, provided by the Service Provider as part of the Services, and which control the operation of computers or similar electronic devices.
- 1.1.7. **"Database"** means a collection of works, data, or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means, which may include rights as a sui generis database and copyright subject matter.
- 1.1.1. **"Intellectual Property"** encompasses all types of intellectual and industrial property rights, including all patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, know-how, database rights, and rights in algorithms and machine-learning models, and other intellectual property rights and forms of protection of a similar nature anywhere in the world, whether registered or unregistered.
- 1.1.8. **"Documentation"** refers to the standard manuals, guides, and technical documents provided by the Service Provider, which detail the use, features, and functionalities of the Services, Platforms, Software, and Databases.
- 1.1.9. **"Client Data"** means all data, information, and material provided, uploaded, or submitted by the Client in the course of using the Services.
- 1.1.10. **"Party"** and **"Parties"** refer to the Service Provider and the Client individually or collectively, respectively.
- 1.1.11. **"Preliminary Works"** means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by the Service Provider and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Deliverable.
- 1.1.12. **"Deliverables"** means the services and work product specified in the Statement of Work to be delivered by Service Provider to Client, in the form and media specified in the Proposal.
- 1.1.13. **"Final Deliverables"** means the final versions of Deliverables provided by the Service Provider and accepted by the Client.

## 2. SCOPE OF SERVICES

- 2.1. The Service Provider shall provide the information technology services as described in the Statements of Work (the "**Services**") to the Client. The specific details of the Services, including but not limited to the nature of the Services, deliverables, milestones, and any special conditions or requirements, shall be as set forth in each Statement of Work issued pursuant to this Agreement. The Service Provider shall have the discretion to determine the most effective and efficient means of providing the Services described in the SoW. The Service Provider reserves the right to modify the approach and methodology as necessary.
- 2.2. Each Statement of Work shall be mutually agreed upon in writing by both parties and, upon execution, shall become a part of this Agreement. Each Statement of Work shall include, at a minimum, a description of the Services, the timeline for performance, any deliverables to be provided under the Services, and the payment terms specific to the Services.
- 2.3. The Service Provider will provide its Deliverables to the Client in professional design formats. The Client understands that it may need particular software and expertise to utilise the deliverables. If the Client would like its deliverables in a specific file format, the Client must request to have the format included in the Statement of Work

## 3. RESPONSIBILITIES OF PARTIES

- 3.1. The Client shall provide the Service Provider with all necessary data, information, and assistance required for the Service Provider to perform the Services effectively. This includes, but is not limited to, any specific data points, operational requirements, and access to relevant systems for the development of dashboards, websites, or similar products.
- 3.2. The Service Provider will use commercially reasonable efforts to perform the Services within the schedule outlined in the SoW. The Service Provider's delivery time frame depends upon the Client's prompt response to any questions or requests for Client materials.
- 3.3. The Service Provider may hire third party designers or service providers ("**Agents**") as independent contractors. The Service Provider is responsible for Agents' compliance with this Agreement.
- 3.4. The Client agrees to cooperate fully with the Service Provider and to provide timely responses to the Service Provider's requests for feedback, approvals, and decisions to facilitate the effective delivery of the Services.
- 3.5. In instances where the Client provides data for the Services, the Client shall grant or ensure that the Service Provider is granted the necessary licences to use such data as part of the Service provision.
- 3.6. Client must promptly: (a) coordinate any decision-making activities with 3rd parties; (b) provide Client Data in a form suitable for reproduction or incorporation into the Deliverables; and (c) proofread deliverables.
- 3.7. Unless otherwise agreed in a SoW or this Agreement, all intellectual property rights in the Services provided by the Service Provider are retained by the Service Provider. These rights will be governed by the provisions set forth in this Agreement.

- 3.8.** If a request is made for enhancements or additional services, the Service Provider will notify the Client that it is considered a Change Request. In case of a Change Request, the Parties will negotiate the aspects of such request and if mutually agreed upon, the Service Provider will provide a price estimate. Any requests for changes to the scope of the Services by the Client shall be considered on a case-by-case basis and may result in adjustments to the fees and timelines. Upon mutual agreement, the Service Provider will incorporate the work into the schedule. The Client understands that the schedule may be affected depending on the size or volume of Change Requests. All changes must be agreed upon in writing and executed by both parties, and shall be subject to the terms and conditions of this Agreement. Change Requests prices will be added to the invoice following the approval by the Client.
- 3.9.** The Service Provider shall use commercially reasonable efforts to test Deliverables before providing them to the Client. Upon receipt of the Deliverables, the Client shall have 5 business days to review them against the SoW specifications. If the Deliverables are non-conforming, the Client must notify the Service Provider in writing within this period, detailing the specific issues. Failure to provide such notification will result in the Deliverables being deemed accepted. Concurrent with the Final Deliverable(s), the Service Provider will issue an Acceptance Certificate. If the Client finds the Final Deliverable(s) and services conforming to the SoW, the Client is obligated to sign and return the Acceptance Certificate within the same 5 business day period. Absence of the Client's written non-acceptance or failure to return the signed Acceptance Certificate within this timeframe will be taken as formal acceptance of the services.
- 3.10.** The Client understands that any work beyond the initial agreed scope will be provided at costs to be agreed upon in the respective Statement of Work. The Client agrees to pay the fees for these services, adhering to the payment terms specified therein.
- 3.11.** If the Client requires deliverables in a specific file format or requests enhancements beyond this offering, such requests must be included in the SoW and may be subject to extra fees.

#### **4. PAYMENT TERMS AND CONDITIONS**

- 4.1.** The Client agrees to pay the Service Provider the fees as set forth in each Statement of Work for the performance of the Services. Unless otherwise specified in a Statement of Work, all fees shall be stated in **xxxx**.
- 4.2.** Payment for Services shall be due in advance of each phase of work, as detailed in the SoW. Each invoice shall be due and payable within 3 days from the date of receipt by the Client. Late payments shall accrue interest at a rate of 15% per month or the maximum rate permitted by law, whichever is higher.
- 4.3.** The Client shall reimburse the Service Provider for all reasonable expenses incurred in connection with the Services, without requiring prior approval. Such expenses will be itemised and included in the Service Provider's invoices.
- 4.4.** All fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT). The Client shall be responsible for payment of all such charges, excluding taxes based upon the Service Provider's net income.

#### **5. TERM AND TERMINATION**

- 5.1.** This Agreement shall commence on the Effective Date and shall continue for one year

until terminated as provided herein.

- 5.2. Either party may terminate this Agreement at any time upon 15 days' written notice to the other party.
- 5.3. Either party may terminate this Agreement immediately upon written notice if the other party (a) breaches any material term or condition of this Agreement and fails to cure such breach within 3 days after receipt of written notice of the same, (b) becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors.
- 5.4. Upon termination of this Agreement for any reason, the Client shall pay the Service Provider for all Services rendered up to the date of termination, together with all outstanding expenses and charges.
- 5.5. IF: Client uses this discretionary termination provision, THEN: Service Provider will retain all payments already made as of the notification date, and Client shall pay Service Provider (a) for all approved expenses incurred as of the date of notification of termination and (b) for any hours beyond the amount paid to this Agreement divided by the Standard Hourly Rate. For example, if (a) the total project fees are estimated at €50,000, (b) the project is terminated after €25,000 of payments, and (c) the amount of time worked multiplied by the Standard Hourly Rate exceeds €25,000, Client shall pay the Service Provider for the difference.

## **6. DATA COLLECTION AND SHARING**

- 6.1. The Service Provider may collect data necessary for the performance of the Services, and specifications set forth in the applicable SoW. Such data collection shall be conducted in a manner that complies with all applicable laws and regulations regarding data protection and privacy.
- 6.2. The Service Provider shall use the collected data solely for the purpose of performing the Services and as otherwise permitted under this Agreement. The Service Provider shall not use, disclose, or distribute such data for any other purpose without the prior written consent of the Client.
- 6.3. Both parties acknowledge that in the course of performance of this Agreement, they may receive or have access to confidential or proprietary information of the other party. Each party agrees to maintain the confidentiality of such information and to use it only for the purposes for which it was disclosed.
- 6.4. The Service Provider shall implement and maintain reasonable security measures to protect data collected and/or received under this Agreement from unauthorised access, disclosure, alteration, or destruction.
- 6.5. In the event that the Service Provider is required to share the collected data with third parties for the purpose of performing the Services, such sharing shall be done in compliance with all applicable data protection laws and only to the extent necessary for the provision of the Services.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. Each party retains all right, title, and interest in and to its own pre-existing intellectual property, materials, or information.



- 7.2. All intellectual property rights developed or created by the Service Provider in the course of providing the Services, software, code, documentation, inventions, innovations, enhancements, and improvements, shall remain the sole and exclusive property of the Service Provider. No ownership rights of such intellectual property are transferred or assigned to the Client under this Agreement.
- 7.3. The Service Provider hereby grants to the Client a non-exclusive, non-transferable, worldwide, royalty-free licence to use the Intellectual Property solely for the Client's internal business purposes. This licence is subject to the terms and conditions of this Agreement and does not include the right to sublicense, sell, distribute, or otherwise transfer the intellectual property to third parties.
- 7.4. The Client agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software or other intellectual property provided by the Service Provider. The Client further agrees not to use the intellectual property for any purpose other than those explicitly permitted under this Agreement.
- 7.5. The Client acknowledges that any breach of this Article may cause irreparable harm to the Service Provider, and the Service Provider shall have the right to seek injunctive relief, in addition to any other remedies available under law, to protect its intellectual property rights.
- 7.6. The Service Provider may display the Deliverables and name of the Client in their portfolios and websites, and in galleries, design periodicals and other exhibits for the purposes of professional recognition.

## 8. CONFIDENTIALITY

- 8.1. For the purposes of this Agreement, "Confidential Information" includes any and all information disclosed by either party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), or their affiliates, agents, employees, or subcontractors, which is either marked as confidential or that should reasonably be considered confidential given the nature of the information and the circumstances of its disclosure. Confidential Information may be in any form and includes, but is not limited to, the following: business strategies, plans, and operations; customer and supplier lists, identities, characteristics, and agreements; financial information, including sales data, pricing structures, and financial projections; marketing and sales strategies, plans, and campaigns; research and development initiatives, outcomes, and strategies; technical information, including inventions, designs, methods, processes, and patents; software code, databases, IT system architectures, and network infrastructures; employee information including, but not limited to, roles, salaries, and personal data protected under privacy laws; information received from third parties that is obligated to be treated as confidential; proprietary and trade secret processes, formulas, and materials; Legal documents, agreements, and related communications; any other information that should reasonably be regarded as confidential and proprietary to either Party or their business partners. However, Confidential Information shall not include any information which:
  - 8.1.1. is or becomes publicly known through no fault of the Receiving Party;
  - 8.1.2. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
  - 8.1.3. is received from a third party without breach of any obligation owed to the Disclosing Party;
  - 8.1.4. is independently developed by the Receiving Party.

**8.2.** The Receiving Party agrees to:

- 8.2.1.** maintain the confidentiality of the Confidential Information;
  - 8.2.2.** not use the Confidential Information for any purpose outside the scope of this Agreement;
  - 8.2.3.** limit access to the Confidential Information to those employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- 8.3.** If the Receiving Party is compelled by law to disclose Confidential Information, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 8.4.** The Parties acknowledge that the unauthorised disclosure or use of Confidential Information could cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the Parties agree that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. Given the unique nature of Confidential Information, the Parties understand that monetary compensation alone may not suffice to remedy such a breach. Consequently, the Receiving Party acknowledges that, aside from any other legal recourse, the Disclosing Party is justified in seeking injunctive relief to enforce the stipulations of this Section, ensuring the protection of its Confidential Information.
- 8.5.** The Receiving Party commits to notifying the Disclosing Party immediately upon discovery of any unauthorised use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with efforts by the Disclosing Party to help regain possession of Confidential Information and prevent its further unauthorised use
- 8.6.** Upon the termination of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all copies of Confidential Information in its possession or control, at the discretion of the Disclosing Party.
- 8.7.** The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of five (5) years.

## **9. DISPUTE RESOLUTION**

- 9.1.** In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof (a "**Dispute**"), the parties shall first attempt to resolve the Dispute through good faith negotiations within thirty (30) days.
- 9.2.** If the parties are unable to resolve the Dispute through direct negotiations, either party may request to submit the Dispute to mediation in London, in accordance with the mediation rules of the London Court of International Arbitration (**LCIA**). The costs of mediation shall be shared equally between the parties.
- 9.3.** Should the Dispute not be resolved by mediation, the Dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more



arbitrators appointed in accordance with the said Rules. The arbitration shall take place in London, and the language of the arbitration shall be English.

## **10. GOVERNING LAW**

- 10.1.** This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles.
- 10.2.** Any legal suit, action, or proceeding arising out of, or related to, this Agreement shall be instituted exclusively in the courts of London, England. The parties irrevocably submit to the exclusive jurisdiction of these courts.

## **11. LIABILITY AND INDEMNIFICATION**

- 11.1.** The Service Provider shall not be liable for any claims, damages, or losses arising out of or in connection with this Agreement, except to the extent caused by the Service Provider's gross negligence or willful misconduct. The total liability of the Service Provider to the Client for all damages, losses, and causes of action, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no event exceed the total fees paid by the Client to the Service Provider under this Agreement in the twelve (12) months preceding the claim. Furthermore, the Service Provider shall not, under any circumstances, be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, even if it has been advised of the possibility of such damages. The Services are provided "AS IS" and "AS AVAILABLE", without any representations, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no event shall the Service Provider be liable for any content, data, or information provided or used by the Client or for any decisions made based on such content, data, or information.
- 11.2.** Except for the express representations and warranties stated in this MSA, the Service Provider makes no warranties whatsoever. Service Provider explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.
- 11.3.** The Client shall indemnify, defend, and hold harmless the Service Provider, its affiliates, officers, directors, employees, agents, successors, and permitted assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or in any way connected with the Client's use of the Services, including but not limited to any claims related to (i) the Client's breach of this Agreement; (ii) the Client's violation of any rights of another party, including intellectual property rights; (iii) any harm or loss caused by the Client's use or misuse of the Services; (iv) any claim that the Client's content or data infringes or misappropriates the intellectual property rights of a third party. The Service Provider shall promptly notify the Client of any such claim and shall cooperate with the Client, at the Client's expense, in defending any such claim, action, or proceeding. The Client shall not settle any claim without the Service Provider's prior written consent, which shall not be unreasonably withheld or delayed.

## **12. NO SOLICITATION**





- 12.1. During the term of this Agreement, and for a period of 12 months after its expiration, Client shall not Solicit any of Service Provider's employees or Agents (collectively, "Service Provider Employee"). "Solicit" is defined to include: solicit, recruit, engage, or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire, or any other basis.
- 12.2. In the event of such Solicitation, Client shall pay Service Provider an agency commission of 25% of the Service Provider Employee's starting salary with Client, or if hired as a contractor, 25% of the total contract fees paid to Service Provider Employee during the first year following the Solicitation.

### 13. MISCELLANEOUS

- 13.1. This Agreement constitutes the entire agreement between the Service Provider and the Client with respect to the subject matter hereof. It supersedes all prior negotiations, agreements, and understandings, both written and oral, between the parties. No representation, promise, inducement, or statement of intention has been made by either party that is not embodied in this Agreement, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.
- 13.2. This Agreement may be amended only by a written document duly executed by both parties. The Service Provider reserves the right to amend the terms of this Agreement at any time, subject to providing the Client with reasonable notice of such amendments.
- 13.3. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the illegal, invalid, or unenforceable provision shall be amended by the Service Provider to achieve as nearly as possible the same effect as the original provision.
- 13.4. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that Party at its registered office or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, or email.

If to Service Provider at:

Company Address: 63-66 Hatton Garden, 5th Floor, Suite 23, London, England, EC1N 8LE

Contact Person: Andrey Savitskiy

Email: a.sa@dkv.global

If to Client at:

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

- 13.5. The Service Provider shall not be liable or responsible to the Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labour disputes



(whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or any other event beyond the Service Provider's reasonable control.

- 13.6. This Agreement is for the sole benefit of the Service Provider and the Client and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 13.7. Use of capitalised "IF:" and "THEN:" in a sentence is intended only to enhance readability. It has no special meaning apart from its lower case meaning.
- 13.8. This Agreement may be executed and delivered by electronic means and the Parties agree that such electronic execution and delivery shall be in every way as effective as the delivery of a manually executed copy of this Agreement. Electronic signatures provided by the Parties shall be deemed to be original, binding, and with full legal validity. The exchange of copies of this Agreement and of signature pages by electronic transmission (such as scanned and sent via email) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.
- 13.9. This Agreement is drafted in the English language. Any translations into other languages are for convenience only. In the event of any inconsistency or ambiguity between the English version and any translated version, the English version shall prevail.

**IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the Effective Date. A duly authorised representative of each Party has read and understood this Agreement and hereby agrees to all its terms and conditions. Each person signing this Agreement warrants that he or she is duly authorised to do so and to bind the respective Party.**

Client	Service Provider
	<b>DEEP PHARMA INTELLIGENCE LIMITED</b>
<b>By: _____</b> <b>(Signature)</b>	<b>By: _____</b> <b>(Signature)</b>
Name: Title:	Name: Title:



## ACCEPTANCE CERTIFICATE

Item	Details
Project Title	
SOW Number	[SOW-XXXX]
Effective Date	[Insert Date]
Completion Date	[Insert Actual Completion Date]
Service Provider	DEEP PHARMA INTELLIGENCE LIMITED
Client	[Client's Company Name]

Following the terms and conditions set forth in the Master Service Agreement (MSA) and the related Statement of Work [SOW-XXXX], this Acceptance Certificate is issued to confirm that:

### Completion of Services.

The services as detailed in the Statement of Work [SOW-XXXX] have been completed by the Service Provider. The Service Provider has fulfilled all contractual obligations, including the delivery of all specified deliverables and milestones.

### Review and Evaluation.

The delivered services, including all specified deliverables and milestones, have been thoroughly reviewed and evaluated by the appropriate personnel of Client. This review includes an assessment of compliance with specified quality standards, functionality, and performance criteria as set out in the [SOW-XXXX].

### Acceptance of Services.

Based on the review and evaluation, Client hereby formally accepts the completed services as fulfilling the requirements and standards outlined in the [SOW-XXXX].

### Acknowledgment of Satisfaction.

Client acknowledges that the services provided by the Service Provider meet the quality standards and expectations set forth in the [SOW-XXXX] and the Service Agreement. The Client expresses satisfaction with the outcomes and the overall performance of the Service Provider.

### Authorization for Release of Payment.

This Acceptance Certificate authorises the release of any remaining payments due to Client under the terms of the [SOW-XXXX] and the Service Agreement. The Client confirms that all financial obligations related to the project will be settled promptly.

This certificate is executed by the undersigned as an authorised representative of Client, thereby confirming the formal acceptance of the services rendered by the Service Provider.

Client	Service Provider
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	DEEP PHARMA INTELLIGENCE LIMITED
<p style="text-align: center;"><b>By: _____</b> <b>(Signature)</b></p> <p>Name: Title:</p>	<p style="text-align: center;"><b>By: _____</b> <b>(Signature)</b></p> <p>Name: Title:</p>

## STATEMENT OF WORK

Item	Details
SOW Number	[SOW-XXXX]
Effective Date	[Insert Date]
Project Title/Services	_____
Service Provider	DEEP PHARMA INTELLIGENCE LIMITED
Client	[Company Name]

This Statement of Work (the "SoW") is an annex of the Master Service Agreement (the "Agreement"). The Agreement is being entered into by (Client's Company Name) ("Client" or "You") and DEEP PHARMA INTELLIGENCE LIMITED ("Service Provider" or "We"). This SoW describes in detail the responsibilities of each of the parties in completing the related Project/Service.

**Offer Availability.** The terms and prices offered in the Agreement will be available to you for 10 business days. Schedule is subject to change until the Agreement is fully executed.

### GOALS

**(Please detail the services/products will be provided to the Client. The Client also needs to detail any additional services requested by the Client. These may include, but are not limited to, advanced customizations, enhanced functionalities, specifications.)**

**Deliverables.**

**Please provide the deliverables for services/products.**

**Timeline.**

- Project Start Date: [Insert Date]
- Completion Date: [Insert expected project completion date.]

Provided the signed contracts and deposit are received, along with complete content for the project, We are prepared to begin work on [x]. We estimate a -week timespan for the completion of the agreed scope. Any additional change requests will be billed at our rate of [x] USD/h. This is the hourly rate for the foreseen work needed to complete the scope outlined in this proposal. Unforeseen works would be billed separately each month, with prior approval by Client. Client shall use all reasonable efforts to provide needed information, materials and approvals.

### Payment Schedule

Project fee is xxxx USD.



**(Please provide the payment and invoicing schedule here)**

**Payment Due Dates.** Each invoice shall be due and payable within 3 days from the date of receipt by the Client. Late payments shall accrue interest at a rate of 15% per month or the maximum rate permitted by law, whichever is higher.

**Primary Contacts.**

Each party will have 2 primary points of contact for this work.

They are:

**(List the primary contact persons for both the Service Provider and the Client for project communication.)**

**Procedure for Changes.** Subject to detailed terms in the Service Agreement, requests for changes must be submitted in writing. The Service Provider will evaluate the impact on scope, cost, and timeline and provide a revised proposal for approval.

This SOW is agreed upon and accepted by the undersigned authorised representatives of the Service Provider and the Client.

Client	Service Provider
	<b>DEEP PHARMA INTELLIGENCE LIMITED</b>
By: _____ (Signature)  Name: Title:	By: _____ (Signature)  Name: Title:

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (hereafter referred to as the "**Agreement**") is made and entered into as of **[Insert Effective Date]** (hereinafter the "**Effective Date**") by and between

**DEEP PHARMA INTELLIGENCE LTD**, a private limited company, duly organised and existing under the laws of England and Wales, with a company number 13439118, and with its principal place of business at 63-66 Hatton Garden, 5th Floor, Suite 23, London, England, EC1N 8LE ("**Disclosing Party**", or "**Party 1**"), which is a part of the group of companies of Deep Knowledge Group ("**DKG**")

AND

**[Receiving Party's Full Legal Name]**, a **[type of legal entity or "individual," if applicable]** with **[identification number or description if a company, if individual, consider "an individual with government-issued ID number \_\_," if applicable]**, residing or located at **[address]** (hereinafter referred to as the "**Receiving Party**").

The Disclosing Party and the Receiving Party may each be referred to as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, the Disclosing Party possesses certain information relating to the Confidential Information as defined in detail below, which includes analysis of the global AI ecosystem, detailed tracking of advancements within AI companies, investors, hubs, and R&D centres, and proprietary big data industry analytics enhanced by advanced algorithms and machine learning techniques to deliver real-time, unparalleled insights and solutions in the dynamic AI industry, that is confidential and proprietary to the Disclosing Party;

WHEREAS, the Receiving Party desires to receive disclosure of the Confidential Information for the purpose of evaluating, discussing, and providing business development services to the Disclosing Party, and exploring potential opportunities for collaboration and commission-based engagement; (the "**Purpose**");

AND WHEREAS, the Disclosing Party is willing to disclose the Confidential Information to the Receiving Party solely for the Purpose and under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. DEFINITION

- 1.1. For the purpose of this Agreement, the following capitalised terms are defined as follows:

- 1.1.1.** “**Affiliate**” refers to any entity that, at the time Confidential Information is disclosed to it, is under the direct or indirect control of, controls, or is under common control with one of the Parties. An entity will be considered an Affiliate as long as such control is maintained. For this definition, “control” pertains to the direct or indirect ownership of more than fifty percent (50%) of the voting interests or equity interests in an entity.
- 1.1.2.** “**Confidential Information**” shall mean any and all information and data, regardless of whether it is in tangible, electronic, verbal, graphic, visual, or other form. It comprises a wide spectrum of information that is disclosed or made available by the Disclosing Party to the Receiving Party, either directly or indirectly, through any means of communication or observation. This information includes, but is not limited to, technical, business, and financial data, such as trade secrets; proprietary information; product specifications; inventions; product development plans; marketing plans; sales plans; business strategies; customer lists; databases; customer profiles; technical drawings; algorithms; formulas; processes; and methodologies. Furthermore, the term extends to include any notes, analyses, compilations, studies, summaries, or other documents prepared by the Receiving Party or its Representatives which contain or otherwise reflect or are generated from the Confidential Information. Even information that is disclosed verbally without any tangible or written form or is understood by the Receiving Party through demonstration shall be considered Confidential Information provided that it is designated as confidential at the time of disclosure or should reasonably be understood to be confidential given the nature of the information and/or the circumstances of disclosure. The definition of Confidential Information also covers any information that has been disclosed to the Disclosing Party by a third party which the Disclosing Party is obligated to treat as confidential and which is disclosed to the Receiving Party in connection with the Purpose of this Agreement.
- 1.1.3.** “**Representative**” shall mean any individual or entity acting on behalf of a Party, including but not limited to employees, agents, directors, advisors, affiliates, investors, consultants, partners, or any person engaged or authorised to act on a Party’s behalf.
- 1.2.** Other capitalised terms used within this Agreement shall have the meanings assigned to them in the respective sections where they are detailed.
- 1.3.** References to the singular include the plural and vice versa, as the context may require.

## **2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**



- 2.1. The Receiving Party is committed to maintaining the strictest confidence regarding all Confidential Information obtained from the Disclosing Party, irrespective of the form in which it is presented. The Receiving Party agrees to:
- 2.1.1. **Safeguard Confidential Information** by not disclosing, distributing, or sharing any portion of the Confidential Information to any third party without the explicit prior written consent of the Disclosing Party. This includes avoiding any informal discussions or unofficial disclosures that could inadvertently compromise the confidentiality of the information.
  - 2.1.2. **Prohibit Unauthorised Use** by not using, processing, adapting, modifying, distributing, disseminating, declaring, denying, replicating, revealing, announcing, responding to queries, or making available (nor allowing or authorising any such act by others) the Confidential Information in any manner that is contrary to the stipulations of this Agreement. There shall be a strict prohibition on any attempt to reverse engineer, decompile, disassemble, or otherwise convert any prototypes, software, or tangible objects that capture or represent the Confidential Information, except when such actions are permitted by applicable law.
  - 2.1.3. **Control Access** by disclosing the Confidential Information solely to Representatives on a strict "need to know" basis, and exclusively for fulfilling the Purpose. Before any disclosure, the Receiving Party must take all reasonable steps to ensure that such Representatives are bound by written confidentiality obligations that are at least as protective as those stated in this Agreement. The Receiving Party shall be fully responsible for any acts or omissions by its Representatives that may result in a breach of this Agreement.
  - 2.1.4. **Assume Responsibility** for breaches of confidentiality by its Representatives, acknowledging that any such breach (actual or threatened) will be considered a breach by the Receiving Party. In such an event, the Receiving Party agrees to immediately notify the Disclosing Party of any such breach and take all reasonable steps to prevent any further breach and mitigate any potential adverse effects or damages resulting from such breach. In the event of a suspected or actual breach, the Receiving Party shall promptly inform the Disclosing Party and shall cooperate fully in any investigation and remediation. This includes, but is not limited to, providing access to any relevant records, taking necessary steps to prevent further unauthorised use or disclosure, and assisting in any legal action taken by the Disclosing Party to protect its rights.

- 2.1.5. Limit Scope of Use** by utilising the Confidential Information strictly for the intended Purpose as stipulated in this Agreement and not exploiting the information for any other purpose or for its own or any third party's benefit without the prior written approval of the Disclosing Party. The Receiving Party also agrees not to engage in any activities that would compete with or damage the business interests of the Disclosing Party based on the use or application of the Confidential Information.
- 2.1.6. Ensure Protection of the Confidential Information** with at least the same level of care that the Receiving Party employs to protect its own confidential material, but in no case less than reasonable care, to prevent unauthorised use, dissemination, or disclosure. These measures must include physical security protocols to safeguard documents and data storage devices, cybersecurity practices to protect against unauthorised digital access, and procedural safeguards to ensure that only authorised individuals can access the information.
- 2.2.** The commitments and restrictions detailed in this Agreement encompass all manners of disclosure, and are applicable to any affiliated entities or individuals that may come into contact with the Confidential Information through or as a result of their relationship with the Receiving Party.
- 2.3.** The Receiving Party understands that the Disclosing Party may also disclose Confidential Information through its Representatives including but not limited to the employees and contractors of both the Disclosing Party and its Affiliates, as well as through consultants and/or agents. The obligations and protections set forth in this Agreement shall extend to and govern all such forms of disclosure.
- 2.4.** The Receiving Party shall permit the Disclosing Party, upon reasonable notice and during normal business hours, to audit the Receiving Party's compliance with the terms of this Agreement. Such audits shall be conducted in a manner that does not unreasonably disrupt the Receiving Party's business operations.
- 2.5.** The Receiving Party understands that the obligation of confidentiality extends beyond 5 years after the termination of this Agreement or until such Confidential Information becomes legally and publicly known through no fault of the Receiving Party.

### **3. EXCLUSIONS**

- 3.1.** The Parties acknowledge and agree that the obligations stipulated in this Agreement regarding the non-disclosure and non-use of Confidential Information do not apply to any information where the following conditions are met:

- 3.1.1.** Information that is or becomes part of the public domain through no fault, omission, or wrongful act of the Receiving Party is excluded from the confidential obligations.
- 3.1.2.** Information that becomes available to the public by legitimate means other than unauthorised disclosure by the Disclosing Party and not in violation of any applicable laws and regulations.
- 3.1.3.** Information that can be clearly demonstrated to have been within the Receiving Party's possession, or known by the Receiving Party, prior to the date of disclosure by the Disclosing Party, which must be evidenced by the Receiving Party's contemporaneous written records.
- 3.1.4.** Information received in good faith by the Receiving Party from a third party who, to the Receiving Party's knowledge, is not bound by a confidentiality obligation to the Disclosing Party and did not acquire the information directly or indirectly from the Disclosing Party under such an obligation.
- 3.1.5.** Information that the Receiving Party is compelled to disclose due to a judicial order, legal process, or by the requirement of a governmental or regulatory authority. In such instances, the Receiving Party shall:

  - a. Endeavour to promptly notify the Disclosing Party of the impending disclosure, providing adequate time to contest the disclosure or to seek a protective order.
  - b. Take reasonable steps to minimise the extent of the disclosure.
  - c. Furnish only that portion of the Confidential Information which is legally required to be disclosed.
  - d. Provide full cooperation to the Disclosing Party in seeking to obtain a protective order or other reliable assurances that the Confidential Information will receive confidential treatment.
- 3.2.** If a segment of the Confidential Information falls under the aforementioned exclusions, the Parties agree that this shall not affect the confidential status and the protection due to the remainder of the Confidential Information. The remainder of the Confidential Information will continue to be protected with the full force of the obligations and restrictions as outlined in this Agreement.
- 3.3.** The Parties shall take all necessary measures to ensure that even the information which falls under the exceptions remains safeguarded against unauthorised use or disclosure to the extent possible, acknowledging the importance of protecting the integrity of the Confidential Information as a whole.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. The Disclosing Party retains full ownership of all Confidential Information, including any and all derivatives and intellectual property rights that may subsist in such information. No licences or rights to the Confidential Information are granted or implied by this Agreement, with the sole exception of the limited rights necessary to carry out the Purpose as explicitly stated herein.
- 4.2. For the purpose of clarity and the protection of intellectual property rights, "Derivatives" are defined as follows:
  - 4.2.1. any adaptation, modification, translation, abridgment, or other changes to copyrightable material that results in a work differing in some way from the original;
  - 4.2.2. any enhancement, modification, or improvement to patentable material that may itself be subject to patent protection;
  - 4.2.3. any new material, knowledge, or information derived from or developed as a result of access to the Disclosing Party's trade secrets, which is itself subject to trade secret protection or any other form of intellectual property right.
- 4.3. Any and all Derivatives created by or for the Receiving Party that are based on, derived from, or incorporate the Confidential Information will be considered as part of the Confidential Information and will be subject to the same terms and conditions of this Agreement. The Receiving Party acknowledges that all such Derivatives are the property of the Disclosing Party unless otherwise agreed in writing.
- 4.4. This Agreement explicitly excludes the granting of any direct or implied licence to any intellectual property rights relating to the Confidential Information, except for the limited purpose of enabling the Receiving Party to perform its duties as described in the Purpose of this Agreement.
- 4.5. All Confidential Information provided under this Agreement is supplied on an "as is" basis, with all faults and without any warranty whatsoever. The Disclosing Party disclaims all express or implied warranties, including any implied warranty of accuracy, completeness, performance, merchantability, or fitness for a particular purpose.
- 4.6. In the event that the Receiving Party provides any suggestions, comments, improvements, information, ideas, or other feedback related to the Confidential Information or otherwise ("**Feedback**"), the Receiving Party hereby grants the Disclosing Party a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, licence, distribute, modify, and otherwise exploit such Feedback in any manner. This includes the right to

incorporate Feedback into the Disclosing Party's current or future products, technologies, or services without restriction and without any obligation to acknowledge or compensate the Receiving Party.

## **5. PROTECTION OF PERSONAL DATA**

- 5.1.** Both Parties agree to comply fully with all applicable data protection laws and regulations with respect to any personal data processed in connection with the performance of their obligations under this Agreement. For the purposes of this Agreement, "personal data" shall mean any information relating to an identified or identifiable natural person ('data subject').
- 5.2.** The Receiving Party agrees to process personal data exclusively for the Purpose set out in this Agreement and not to process personal data for any other purpose unless expressly authorised by the Disclosing Party. The scope and duration of the processing of personal data shall be limited to what is necessary to fulfil the Purpose.
- 5.3.** The Receiving Party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the data processing activities, to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored, or otherwise processed.
- 5.4.** The Receiving Party shall not subcontract any of its processing operations performed on behalf of the Disclosing Party under this Agreement without the prior written consent of the Disclosing Party. Where the Receiving Party engages another processor (a 'sub-processor'), the same data protection obligations as set out in this Agreement shall be imposed on that sub-processor by way of contract.
- 5.5.** The Receiving Party shall respect the rights of data subjects under applicable data protection laws. This includes the rights of data subjects to access, correct, delete, or transfer their personal data, as well as the right to object to certain processing and the right to not be subject to automated decision-making.
- 5.6.** In the event of a personal data breach, the Receiving Party shall notify the Disclosing Party without undue delay after becoming aware of it. Where feasible, such notification should occur no later than 72 hours after having become aware of the breach unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons.
- 5.7.** Upon termination or expiry of this Agreement, or upon the Disclosing Party's written request at any time, the Receiving Party agrees to promptly return or destroy all personal data received under this Agreement, unless there is a requirement under applicable law to retain it.

- 5.8.** The Disclosing Party shall have the right to conduct audits and inspections to ensure the Receiving Party's compliance with this personal data protection clause and applicable data protection laws. The Receiving Party shall provide all necessary cooperation to the Disclosing Party in the course of such audits and inspections.

## **6. TERM AND TERMINATION**

- 6.1.** This Agreement shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue in full force and effect for a period of five (5) years from the Effective Date. Notwithstanding the foregoing, the Parties acknowledge that this Agreement shall govern the confidentiality of all disclosures of Confidential Information made between them in connection with the discussions and negotiations regarding the Purpose that occurred prior to the Effective Date.
- 6.2.** Upon expiration or termination of this Agreement, the obligations to maintain the confidentiality of the Confidential Information disclosed during the Effective Date shall persist and remain in effect for an additional period of five (5) years from the date of such expiration or termination. Specifically:
- 6.2.1.** With respect to Confidential Information disclosed prior to termination, the confidentiality obligations shall continue for five (5) years following the date of each respective disclosure.
- 6.2.2.** With respect to any Feedback, such obligations to maintain confidentiality shall be maintained in perpetuity.
- 6.3.** Promptly upon the termination of this Agreement, or at the Disclosing Party's request at any time thereafter, the Receiving Party shall return or, at the Disclosing Party's option, destroy all Confidential Information in its possession or control. This includes all originals, copies, notes, and any other documents or materials (in whatever format or medium) that were provided by the Disclosing Party or created by the Receiving Party as a result of access to the Confidential Information. At the Disclosing Party's discretion, the Receiving Party shall provide a written certification signed by an authorised officer confirming the return or destruction of all such Confidential Information.
- 6.4.** Notwithstanding any termination or expiration of this Agreement, it is agreed that the terms and conditions regarding the Non-Disclosure of Confidential Information, Exclusions, Intellectual Property Rights, and Protection of Personal Data shall survive and continue to be binding in accordance with their terms and for the time periods stipulated therein.
- 6.5.** For clarity and avoidance of doubt, the Parties expressly agree that the obligations stipulated in this Agreement shall also apply retroactively to any



Confidential Information disclosed prior to the Effective Date, in connection with the Purpose.

## **7. CONFLICT OF INTEREST**

- 7.1.** The Receiving Party is obligated to undertake all necessary measures to prevent any situation where a real, perceived, or potential conflict of interest could arise between the Receiving Party (including its Representatives) and the Disclosing Party. Such conflicts pertain to any situation where the Receiving Party's financial, personal, or other interests might interfere with the Receiving Party's contractual obligations to the Disclosing Party.
- 7.2.** Should there be a breach of this section regarding Conflict of Interest, the Receiving Party shall incur a penalty of £50,000 (fifty thousand GBP) for each separate instance of such violation. Payment of this penalty is without prejudice to any other rights or remedies that the Disclosing Party may have under this Agreement or applicable law.

## **8. NON-SOLICITATION**

- 8.1.** The Receiving Party hereby commits to refrain from soliciting or engaging, whether directly or indirectly, the clients, customers, or business partners of the Disclosing Party, as well as any entities affiliated with the Disclosing Party, with the intent of diverting business away from the Disclosing Party.
- 8.2.** For the duration of this Agreement and for a period of three years thereafter, the Contractor shall not solicit or hire any employees of the Disclosing Party or its Affiliates to perform services for a competing business, or in any manner which is directly competitive with the business of the Disclosing Party.
- 8.3.** In the event of a breach of this Non-Solicitation clause, the Receiving Party shall be liable to pay the Disclosing Party liquidated damages of £50,000 (fifty thousand GBP). Such payment does not absolve the Receiving Party of the obligation to adhere to this clause, nor does it preclude the Disclosing Party from seeking additional damages or equitable relief, such as an injunction, to enforce this provision.

## **9. NON-COMPETITION**

- 9.1.** During the term of this Agreement and for a period of one year following the termination of all contractual relationships with the Disclosing Party, the Receiving Party agrees not to engage, directly or indirectly, in any business activities that compete with the business of the Disclosing Party or its Affiliates, whether as an owner, partner, or in any other capacity.
- 9.2.** Any violation of this Non-Competition clause shall result in the Receiving Party being liable for liquidated damages to the Disclosing Party in the sum of

£50,000 (fifty thousand GBP) for each occurrence. This financial penalty does not release the Receiving Party from the obligation to continue adhering to the clause. Moreover, the Disclosing Party retains the right to claim further damages and to seek specific performance and injunctive relief from the courts to enforce this provision.

## **10. NON-DISPARAGEMENT**

**10.1.** The Receiving Party agrees to refrain from making any statements or engaging in communications that could be construed as derogatory or damaging to the reputation of the Disclosing Party or its affiliates, including their directors, officers, employees, and advisors. This restraint applies to all forms of expression, whether written, oral, electronic, or through any other means of communication, and extends beyond the duration of this Agreement.

**10.2.** In the event that the Receiving Party violates this non-disparagement clause, the Disclosing Party shall be entitled to a predetermined amount of £50,000 (fifty thousand GBP) as liquidated damages for each individual occurrence of such a breach. The imposition of liquidated damages is intended to serve as a reasonable estimate of the potential harm to the Disclosing Party's reputation and business interests and does not preclude the Disclosing Party from seeking further legal recourse as may be available under applicable laws.

## **11. PUBLICITY AND ANNOUNCEMENT**

**11.1.** The Receiving Party agrees to keep the terms, conditions, and existence of this Agreement strictly confidential and shall not disclose them to any third party without the express written consent of the Disclosing Party.

**11.2.** The Receiving Party agrees not to make, or permit any person to make, any public announcement, communication or disclosure concerning the existence or terms of this Agreement or any ancillary matters without the prior written consent of the Disclosing Party. This includes but is not limited to press releases, marketing materials, interviews, social media posts, or any other form of publicity.

**11.3.** If the Receiving Party desires to make a public announcement, it shall submit a draft of the proposed announcement to the Disclosing Party at least ten (10) business days prior to the proposed date of the announcement. The Disclosing Party shall have the right to approve, disapprove, or modify the announcement. Approval shall not be unreasonably withheld or delayed. The Disclosing Party's consent can be given or withheld at its sole discretion if it believes the announcement could potentially harm its interests.

**11.4.** The Receiving Party acknowledges that unauthorised disclosure or promotion could invade the privacy of the Disclosing Party and cause irreparable harm



not fully compensable by monetary damages. The Receiving Party agrees to adhere to the privacy requirements as stated in this Agreement and acknowledges that any breach of this clause could result in legal action against the Receiving Party.

- 11.5.** The obligations under this section shall survive any termination or expiration of this Agreement and shall be binding upon the Receiving Party indefinitely.

## **12. ENFORCEMENT AND REMEDIES**

- 12.1.** Should the Receiving Party engage in the unauthorised use or disclosure of the Confidential Information, the Disclosing Party shall be entitled to liquidated damages in the sum of £1,000,000 (one million GBP) for each instance of such unauthorised use or disclosure. This sum represents an initial measure of damages and does not prevent the Disclosing Party from pursuing further compensation in the event that it can demonstrate that the actual damages incurred are greater than the liquidated amount.

- 12.2.** The Receiving Party acknowledges that any breach of this Agreement's confidentiality provisions may inflict damage upon the Disclosing Party that is irreparable in nature; and therefore, beyond the sphere of adequate remedy through conventional damages. Accordingly, the Disclosing Party shall be permitted to seek injunctive relief or other equitable remedies from a court of proper jurisdiction to forestall or mitigate such harm, in addition to any other legal remedies available.

- 12.3.** The Receiving Party acknowledges that any breach of this Agreement's confidentiality provisions may inflict damage upon the Disclosing Party that is irreparable in nature; and therefore, beyond the sphere of adequate remedy through conventional damages. Accordingly, the Disclosing Party shall be permitted to seek injunctive relief or other equitable remedies from a court of proper jurisdiction to forestall or mitigate such harm, in addition to any other legal remedies available.

- 12.4.** The Receiving Party acknowledges that any breach of this Agreement's confidentiality provisions may inflict damage upon the Disclosing Party that is irreparable in nature; and therefore, beyond the sphere of adequate remedy through conventional damages. Accordingly, the Disclosing Party shall be permitted to seek injunctive relief or other equitable remedies from a court of proper jurisdiction to forestall or mitigate such harm, in addition to any other legal remedies available.

## **13. JURISDICTION, GOVERNING LAW, AND DISPUTE RESOLUTION**

- 13.1.** This Agreement shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of law principles that would result in the application of the laws of another jurisdiction.

- 13.2.** Any claim or dispute arising out of or related to this Agreement, including but not limited to its interpretation, performance, breach, termination or validity, shall be subject to the exclusive jurisdiction of the courts located in London, United Kingdom. The Parties hereby consent to, and waive any objections to, the personal jurisdiction and venue of such courts.
- 13.3.** It is acknowledged that notwithstanding any other provision of this Agreement, nothing herein shall preclude the Disclosing Party from seeking temporary or permanent injunctive or other equitable relief in any court of competent jurisdiction.
- 13.4.** The obligations and responsibilities of the Receiving Party under this Agreement cannot be delegated or assigned to any third party without the express written consent of the Disclosing Party. The Receiving Party shall remain liable for any and all actions taken by its assignees or delegates that would constitute a breach of this Agreement.

#### **14. MISCELLANEOUS**

- 14.1.** No amendment, modification, or termination of this Agreement shall be effective unless it is in writing and duly executed by authorised representatives of both Parties. Oral agreements or commitments to amend any provision of this document are not enforceable under any circumstances.
- 14.2.** Nothing contained in this Agreement shall be interpreted as constituting either Party the partner, agent, or legal representative of the other Party, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other Party.
- 14.3.** In the event of a change in control of the Receiving Party, including, without limitation, through a merger, acquisition, consolidation, or sale of all or substantially all of its assets, the terms and conditions of this Agreement shall continue to be in full force and effect and shall be binding upon the successor or acquiring entity. In such circumstances, the Receiving Party or its successor shall remain responsible for any breach of this Agreement and shall take all reasonable measures to ensure that the successor or acquiring entity fully complies with the provisions of this Agreement, including but not limited to the confidentiality and non-use obligations herein.
- 14.4.** This Agreement may be executed and delivered by electronic means and the Parties agree that such electronic execution and delivery shall be in every way as effective as the delivery of a manually executed copy of this Agreement. Electronic signatures provided by the Parties shall be deemed to be original, binding, and with full legal validity. The exchange of copies of this Agreement and of signature pages by electronic transmission (such as scanned and sent via email) shall constitute effective execution and delivery of this Agreement



as to the Parties and may be used in lieu of the original Agreement for all purposes.

- 14.5.** Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this Agreement. The remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' intent in entering into this Agreement.
- 14.6.** The failure or delay of either Party in exercising any right, power, or remedy under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 14.7.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties regarding the subject matter herein.
- 14.8.** The headings and captions used in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.
- 14.9.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.
- 14.10.** This Agreement is drafted in the English language. Any translations into other languages are for convenience only. In the event of any inconsistency or ambiguity between the English version and any translated version, the English version shall prevail.

**IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date. A duly authorised representative of each Party has read and understood this Agreement and hereby agrees to all its terms and conditions. Each person signing this Agreement warrants that he or she is duly authorised to do so and to bind the respective Party.**

<b>PARTY 2'S FULL NAME</b>	<b>DEEP PHARMA INTELLIGENCE LIMITED</b>
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<p><b>By: _____</b> <b>(Signature)</b></p> <p>Name: Title:</p>	<p><b>By: _____</b> <b>(Signature)</b></p> <p>Name: Title:</p>
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