

SERVICE AGREEMENT

THIS 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 is engaged in the business of providing information technology services, including but not limited to the development of software, dashboards, visualisations, websites, platforms, solutions, and related services; and

WHEREAS, the Client desires to engage and collaborate with the Service Provider for the development of specific visualisation elements based on data provided by the Client, which may be more specifically described in this Agreement, DPI Partnership Form, one or more Statements of Work(s) 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 under a goodwill-based partnership on the terms and conditions set forth in this Agreement and both parties understand that certain engagements may necessitate the issuance of a Statement of Work that will form an integral part of 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:

1. DEFINITIONS

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

- 1.1.1. "**Agreement**" refers to this Master Services Agreement, including all its schedules, exhibits, annexures, amendments, and any Statements of Work (SoWs) that may be issued and agreed upon under its terms following the initial submission of the Client's **DPI Partnership Form**.
- 1.1.2. "**Service Provider**" refers to DEEP PHARMA INTELLIGENCE LTD, a part of the Deep Knowledge Group, engaged in the provision of data visualisation services as specified herein.
- 1.1.3. "**Client**" refers to **[Client's Company Name]**, who engages the Service Provider for the visualisation services as outlined in this Agreement and any SoWs.
- 1.1.4. "**Statement of Work (SoW)**" is a document potentially issued under this

Agreement, post-contract, to detail specific additional services, change requests, or new specifications related to Services that exceed the scope of the initial DPI Partnership Form. Each SoW, formed on the basis of mutual agreement, becomes an integral part of this Agreement.

- 1.1.5. "**Services**" encompasses the work performed by the Service Provider specifically related to the creation and provision of Visualization Elements, as described in the DPI Partnership Form, this Agreement or any SoW.
- 1.1.6. "**Visualisation Elements**" refers to the graphical or visual representations, charts, graphs, diagrams, animations, or any other visual content created by the Service Provider based on the Client Data provided by the Client.
- 1.1.7. "**Confidential Information**" includes, but is not limited to, any and all information, technical data, or know-how, regardless of whether it is in written, oral, electronic, or other form, which is disclosed or made available by either Party under this Agreement. This includes information relating to research, markets, developments, inventions, processes, designs, drawings, engineering, marketing strategies, financials, customer lists, business plans, proprietary algorithms, software code, trade secrets, and any other business, technical, or financial information. It also encompasses any information that is not publicly known and that the disclosing Party treats as confidential, including information about its operations, products, services, data, employees, contractors, or business relationships.
- 1.1.8. "**Effective Date**" means the date on which this Agreement is entered into, as specified at the beginning of this Agreement.
- 1.1.9. "**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.
- 1.1.10. "**Party**" and "**Parties**" refer to the Service Provider and the Client individually or collectively, respectively.
- 1.1.11. "**Change Request**" is a request by the Client for modifications or enhancements to the scope of the Visualisation Elements such as as initially agreed upon through the DPI Partnership Form, necessitating a new or amended SoW for additional services post-contract.

2. SCOPE OF SERVICES

- 2.1. The Service Provider offers data visualisation services to the Client based on goodwill and mutual benefit, without being under an obligation to perform specific tasks unless otherwise agreed upon through a formal process. These Services, performed as a gesture of goodwill, include the development and provision of Visualisation Elements based on Client Data provided by the Client, as outlined in the DPI Partnership Form and this Agreement. The Service Provider reserves the right to decline requests or aspects of service provision at its discretion, and the Service Provider's commitment to perform services is guided by the principles of mutual respect, benefit, and the fostering of a

positive collaborative relationship.

- 2.2. The Service Provider will provide the Visualisation to the Client in professional design formats as deemed suitable by the Service Provider. The Client understands that it may need particular software and expertise to utilise the Services.
- 2.3. Services exceeding the initial offer outlined in the DPI Partnership Form or this Agreement will require negotiation and agreement between the Parties. The Service Provider will review each Change Request on a case-by-case basis. 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. Any additional work beyond the scope of the initial service provision will necessitate the preparation and signing of a SoW. Each SoW will detail at minimum the specific additional services, change requests, new specifications, timelines, and costs. The issuance of an SoW will formalise the agreement to undertake the additional work.

3. RESPONSIBILITIES OF PARTIES

- 3.1. The Service Provider aims to ensure that all Services provided under this Agreement will be performed in a professional manner consistent with industry standards. While the Service Provider endeavours to meet these standards, it is not strictly obligated to do so. Timely delivery depends upon the Client's prompt response to any requests for information or materials.
- 3.2. The Client agrees and acknowledges that the Service Provider may engage third-party designers or service providers ("**Agents**") as independent contractors for the execution of Services. The Service Provider is responsible for ensuring these Agents comply with the terms of this Agreement.
- 3.3. The Visualisation Elements provided by the Service Provider will include graphical or visual representations, such as charts, graphs, diagrams, animations, or other visual content. These elements, created based on Client Data, are intended for the purposes agreed upon between the Parties, as specified in this Agreement, DPI Partnership Form, or any applicable SoW, subject to differing conditions.
- 3.4. The Client is responsible for providing all necessary data required for creating Visualization Elements. The Client ensures that all data provided is accurate, complete, and compliant with relevant laws, including data protection regulations. The Service Provider cannot be held accountable in any manner for any consequences arising from inaccurate or incomplete data. Where the Client provides data for the Services, they shall grant or ensure that the Service Provider is granted the necessary licences to use such data.
- 3.5. The Client agrees to fully cooperate with the Service Provider, providing timely responses to requests for feedback, approvals, and decisions to facilitate the effective delivery of the Services.
- 3.6. Unless otherwise agreed in a SoW or this Agreement, all intellectual property rights in the Visualisation Elements provided by the Service Provider are retained by the Service Provider. These rights will be governed by the provisions set forth in this Agreement.
- 3.7. 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. Upon mutual agreement, these terms will be documented in a SoW, and the Service Provider will incorporate the work into the schedule. Each SoW will specify the detailed scope of requests, including but not limited to, any additional visualisation services, changes, modifications, new specifications, timelines, payment details, and any other pertinent details. Each SoW, upon being mutually agreed upon and executed by both Parties, will become an integral part of this Agreement.

- 3.8.** 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 as outlined in the Statement of Work, adhering to the payment terms specified therein.
- 3.9.** If the Client requires deliverables in a specific file format or requests enhancements beyond this offering, such requests must be included in the DPI Partnership Form or SoW and may be subject to extra fees.
- 3.10.** For Change Requests and/or additional services provided at cost, as outlined in a SoW, the Client shall have 5 business days to review the deliverable against SoW specifications. If the Deliverable is 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, the Service Provider will issue an Acceptance Certificate. If the Client finds the final deliverable 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.

4. PAYMENT TERMS AND CONDITIONS

- 4.1.** The initial development and provision of Visualisation Elements by the Service Provider to the Client are offered at zero cost. This includes standard features and functionalities in the initial development phase of these Services. No fees will be charged for these elements.
- 4.2.** For any additional services or Change Requests requested by the Client that extend beyond the scope of the zero-cost Services, the Client agrees to pay the Service Provider the fees as outlined in each SoW. Each invoice for these additional services shall be due and payable within 3 days from the date of receipt by the Client. Late payments for additional services 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 and pre-approved expenses incurred in connection with the additional paid services.
- 4.4.** 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. All fees incurred shall be 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.** The Service Provider may terminate this Agreement at any time upon 7 days' notice to the other party.
- 5.3.** If the Client has engaged in additional services beyond the zero-cost offering and such services incur fees, the Client may terminate this Agreement with respect to those additional services upon 30 days' written notice. Upon such termination, the Client shall be liable for payment for all additional services rendered up to the date of termination, along with any outstanding expenses and charges. In case of discretionary termination by the Client concerning additional paid services, the Service Provider will retain all payments already made up to the notification date. The Client shall also pay for all approved expenses incurred up to the date of termination notice and for any work performed beyond the amount paid, calculated by the Service Provider.

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, including but not limited to Visualisation Elements, 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" shall include all information, regardless of whether it is in tangible form, disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**"), which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. 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. 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.

- 8.5. The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of 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 Memorandum of Understanding as of the Effective Date. A duly authorised representative of each Party has read and understood this Memorandum and hereby agrees to all its terms and conditions. Each person signing this Memorandum warrants that he or she is duly authorised to do so and to bind the respective Party.



Client	Service Provider
	DEEP PHARMA INTELLIGENCE LIMITED
By: _____ (Signature) Name: Title:	By: _____ (Signature) Name: Title: