

MEMORANDUM OF UNDERSTANDING
(hereinafter - “Memorandum” or “MoU”)

is made on _____ 2024 (“Effective Date”) by and between:

AGING ANALYTICS LTD, private limited liability company incorporated and existing under the laws of England and Wales, registered with the Companies House under registration number 11803826, having its registered office at 85 Great Portland Street, London, England, W1W 7LT (“Party 1”), which is acting on behalf of Deep Knowledge Group (“DKG”),

AND

[Party 2’s Company Name], a [Party 2’s Company Legal Structure, e.g Limited Liability Company] organised and existing under the laws of [Party 2’s Company Jurisdiction], with its principal place of business located at [Party 2’s Company Address] (hereinafter referred to as the “Party 2”).

each a “Party” and together the “Parties”.

1. AIMS AND OBJECTIVES

2.1. The Parties hereby express their mutual intention to engage in a collaborative endeavour, aimed at [cooperation aims]. This MoU establishes a cooperation framework between the Parties, aiming to outline shared goals and cooperative efforts, and serves as a basis for potential future cooperation, with the nature and scope to evolve based on mutual interests. Both Parties express herein their intention to explore collaborative opportunities in good faith, mutually deemed beneficial, aligning with the MoU’s broad objectives and respective capabilities. It is understood that this MoU does not constitute a legal obligation but rather reflects the aspirations of the parties to work together towards common goals.

2. COOPERATION TERMS AND ACTIVITIES

2.1. Both parties agree to uphold the integrity and quality of their respective brands throughout the collaboration. Each party reserves the right to prohibit any use of its company name, logos, and trademarks by the other Party. Upon receipt of written or electronic notice, the notified party shall immediately cease such use and take necessary steps to remove any instances of the company name, logos, and trademarks from their materials. Both Parties commit to actions that preserve the goodwill associated with the company name, logos, and trademarks. Actions that may diminish this goodwill or bring the brands into public disrepute are strictly prohibited.

2.2. All rights, titles, and interests in each Parties’ trademarks, service marks, trade names, logos, copyright materials, patents, and other intellectual property rights (collectively, “Party 1’s IP”) are and shall remain the exclusive property of the respective Party and its affiliates.

2.3. In the event that the cooperation under this MoU involves the creation of new intellectual property objects (including but not limited to copyrightable materials, designs, inventions, databases, etc.), Party 1 shall retain all rights, titles, and interests in such intellectual property.

2.4. It is expressly understood and agreed that nothing contained in this MoU shall be construed as granting, either directly or by implication, estoppel, or otherwise, any transfer, assignment, or granting of ownership rights in any intellectual property rights of Party 1.

2.5. Unless otherwise agreed by Parties in writing or electronic form, each Party agrees to be solely responsible for its own costs and expenses incurred in the fulfilment of its obligations under this MoU. This MoU does not involve the exchange of funds, financial commitments, or any financial dependence between the Parties, unless otherwise agreed upon in writing in a separate agreement.

2.6. The Parties shall collaboratively engage in activities to promote and support the objectives of this MoU, including but not limited to joint research initiatives, development and sharing of digital and virtual assets, integration of technological platforms, and co-branding opportunities aimed at enhancing the visibility and reach of both Parties' projects. Such cooperative activities shall be undertaken with a spirit of mutual respect, transparency, and shared benefit, ensuring that each Party's contributions are acknowledged and leveraged to achieve the overarching goals of the partnership.

2.7. Each party commits to adhering to all relevant data protection laws and regulations regarding the handling of personal data under this MoU. Issues pertaining to confidentiality are subject to the terms of the Non-Disclosure Agreement executed by both parties.

3. TERM AND DURATION

3.1. This MoU shall become effective as of Effective Date and, unless terminated earlier as provided herein, shall remain in effect for a period of **[specify duration, e.g., two years, five years, etc.]** from the Effective Date, unless terminated by one of the Parties by providing 7 days written or electronic notice to the other Party.

4. AMENDMENTS

4.1. Any amendments or modifications to this MoU must be made in writing or in electronic form and signed by authorised representatives of both Parties.

5. DISCLAIMER

5.1. This MoU is intended as a statement of intent only and does not create legally binding obligations between the Parties. The Parties agree to undertake their responsibilities under this MoU on a best-effort basis. The use of the term 'partner' or similar language in this MoU or in the course of its implementation does not imply the creation of any legal entity, nor does it authorise either Party to make commitments or enter into any binding obligations on behalf of the other.

5.2. The Parties acknowledge that the performance of their respective obligations under this Memorandum is voluntary and at their discretion. The obligations outlined in this Memorandum or any discussions or negotiations between them relating to the subject matter of this Memorandum shall not be binding unless a separate agreement, specifically detailing these obligations and intended to be legally binding, is executed by both Parties.

5.3. The provisions of this Disclaimer shall survive the termination or expiration of this Memorandum and continue to be in effect.

6. SETTLEMENT OF DISPUTES AND GOVERNING LAW

6.1. This MoU shall be governed by and interpreted according to the laws of England and Wales without reference to its conflict of law provisions. All disputes relating to or arising out of or in connection with this MoU, shall be finally settled by competent courts of London, UK.

7. NOTICES

7.1. Any notices or/and communications given in connection with this MoU can be sent to the email addresses of the Parties, in which case a notice or/and communication will be deemed delivered and received at the time of its sending, as indicated in the register or otherwise in an email program. For the purposes of this MoU, the Parties' e-mail addresses are as follows:

the Party 1's email address: **legal@dkv.global**; and
the Party 2's email address: **[REDACTED]**

8. FORCE MAJEURE

8.1. Neither Party shall be liable for any failure to perform its obligations under this MoU if such failure is caused by events or circumstances beyond that Party's reasonable control, such as natural disasters, war, or governmental restrictions.

9. SIGNATURE

IN WITNESS WHEREOF, the Parties hereby execute this MoU as of the Effective date:

[Pary 2]	AGING ANALYTICS LTD
<p style="text-align: center;">By: _____ (Signature)</p> <p>Name: Title: Date:</p>	<p style="text-align: center;">By: _____ (Signature)</p> <p>Name: Title: Date:</p>