

## **BUSINESS DEVELOPMENT SERVICE AGREEMENT**

THIS BUSINESS DEVELOPMENT SERVICE AGREEMENT (“**Agreement**”) is made and entered into as of **[Insert Effective Date]**, by and between

**FEMTECH ANALYTICS, INC.**, an incorporation duly organised and existing under the laws of the State of Delaware, with a company number 5967033, and with its principal place of business at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801 (“**Client**”, or “**Party 1**”), which is a part of the group of companies 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]** (“**Contractor**” or “**Party 2**”).

WHEREAS, the Client, is recognized as one of the leaders in providing industry analytics in the emerging AI and FemTech sector, providing comprehensive insights into key sub sectors such as Reproductive Health & Contraception, General Healthcare, Women's Longevity, Mental Health, Menstrual Health, Pregnancy & Nursing, Sexual Health, Pelvic & Uterine Healthcare, Menopause Care, and Women's Wellness. Femtech Analytics, Inc. offers a range of services including research, in-depth analysis, profiling of companies and government agencies, and consulting services aimed at advancing the FemTech sector;

WHEREAS, the Contractor is a professional entity with specialised expertise in business development, possessing the requisite skills, experience, and understanding to provide business development services that align with the Client's needs and objectives; and

WHEREAS, the Client wishes to engage the Contractor, and the Contractor is desirous of providing business development services to the Client, under the terms and conditions specified in this Agreement;

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

### **1. SCOPE OF SERVICES**

- 1.1.** The Contractor is responsible for delivering a range of business development services to the Client, which include:
  - 1.1.1.** Researching and identifying new business opportunities, including trends, customers, partnerships, products, and services relevant to the Client's domain.
  - 1.1.2.** Advertising the Client's products and services to meet client objectives.
  - 1.1.3.** Conducting commercial negotiations with potential clients.
  - 1.1.4.** Presenting the Client's products and services at various online and offline events.



the Client concerning the terms or conditions of any specific relationship established following an Introduction.

- 2.8. The Client reserves the right to modify the scope or nature of the services to be provided by the Contractor. Any such modifications will be communicated in writing and agreed upon by both parties, subject to the terms of this Agreement.
- 2.9. In the event that both Parties are independently marketing products and services to the same potential customer, such potential customer cannot be considered a qualified Introduction under this Agreement.

### 3. COMMISSION

- 3.1. During the term of this Agreement, the Contractor shall be entitled to a Commission on contracts resulting from their introductions, as follows:
  - 3.1.1. For contracts with a total price **up to and including 100,000 USD**: **22%** of the total contract price.
  - 3.1.2. For contracts with a total price **exceeding 100,000 USD**: **32%** of the total contract price.
- 3.2. The Commission will be calculated based on signed deal or sold reports provided by the Contractor. The Client shall pay all undisputed amounts on each invoice within 15 (fifteen) UK business days after receiving payment for the deal from the relevant referred customer. For the purpose of this Agreement, a "UK Business Day" is defined as any day that is not a Saturday, Sunday, or public holiday in England and Wales.
- 3.3. The Client is entitled to withhold payment of any amount in dispute and shall notify the Contractor within ten (10) UK business days from receipt of the invoice of the disputed amount and the reasons each such charge is disputed by the Client. The Contractor shall promptly provide the Client with records relating to the disputed amount so as to enable the parties to resolve the dispute.
- 3.4. For contracts with payment tranches, the commission will be calculated based on the total contract value but will only be paid after the Client has fully received each respective tranche of payment, unless otherwise determined by the Client. If otherwise agreed, the Commission shall be calculated based on the payment received for the tranche in question and not on the total value of the entire deal.
- 3.5. In the event of early termination or adjustment of the contract signed due to an Introduction, the Commission will be recalculated based on the actual payments received, ensuring that commission payment is aligned with the Client's actual revenue from the contract.
- 3.6. If a refund is issued to a party introduced by the Contractor, the Commission paid to the Contractor will be adjusted to reflect the refunded amount. The Contractor is obliged to return within 7 (seven) days any portion of the commission that corresponds to the amount refunded by the Client.

- 3.7. The Contractor shall be responsible for any and all income and other taxes applicable to it in connection with its receipt of Commission pursuant hereto and as an independent contractor of the Client.
- 3.8. The Client will not be responsible for any expenses of the Contractor in the course of the performance of its obligations hereunder unless such expenses have been previously approved in writing by the Client.

#### 4. TERM AND TERMINATION

- 4.1. This Agreement shall take effect at the moment of signing hereof by the Parties on the Effective date and shall remain in force for 12 months from the date of its signing by both Parties. Term of this Agreement shall be deemed automatically prolonged for one (1) year under the same conditions unless either Party gives a termination notice 30 (thirty) days before the end of the Initial Term. Number of such prolongations is not limited.
- 4.2. Each Party has a right to terminate this Agreement unilaterally at any time at its own discretion by previous notification on the termination 10 (ten) days prior to the date of the termination of the Agreement (hereinafter referred to as the "**Notice Period**").
- 4.3. In case of unsatisfactory quality of the services provided by the Contractor, the Client has the right to terminate this Agreement immediately by notifying the Contractor of the immediate termination of the Agreement.
- 4.4. The Client has the right to cease to order the Services starting from the date of Notice period. No Fee shall be paid to the Contractor for the period, starting when Client ceases to order the services till the date of Agreement termination.
- 4.5. Upon termination of this Agreement for any reason:
  - 4.5.1. All obligations of the Contractor arising before the effective date of termination shall survive.
  - 4.5.2. The Contractor shall promptly return or destroy any Confidential Information received from the other Party.
  - 4.5.3. Any provisions of this Agreement that by their nature should survive termination shall continue in full force and effect, including but not limited to the sections related to representation and warranties, indemnification, limitation of liability, confidentiality, non-competition, non-solicitation, dispute resolution, and governing law.
- 4.6. Termination of this Agreement shall not affect the validity of individual referral arrangements already in place.

#### 5. INDEPENDENT CONTRACTOR RELATIONSHIP

- 5.1. The Client and the Contractor each expressly agree and understand that they are creating an independent contractor relationship, and that the Contractor shall not be considered an employee of the Client for any purpose. The Contractor is not entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other

benefits provided by the Client to its employees. The Contractor is exclusively responsible for all taxes and any other statutory benefits otherwise required to be provided to employees, and all fees and licences, if any, required for the performance of the services hereunder.

- 5.2.** This Agreement shall not restrict the Contractor from performing similar services for other clients or businesses, provided, however, that during the Term of this Agreement, the Contractor shall not apply, bid, or contract for, or undertake any employment, independent contractor work or consulting work with any competitor of the Client. The determination of which businesses constitute “competitors” of the Client shall be solely within the exclusive discretion of the Client.
- 5.3.** The Contractor will notify the Client immediately if, during the Term, he engages, or proposes to engage, in the performance of services for any competitor of the Client, or any vendor to or customer of the Client. If the Contractor performs services, whether as an employee or an independent contractor, for a competitor of the Client during the Term of this Agreement, the Client may terminate this Agreement immediately and without further obligation. Additionally, to avoid the appearance or existence of a conflict of interest, during the Term, the Contractor must fully disclose in advance to the Client the terms of any proposed or actual services for a vendor or customer of the Client, and the Client shall have the right in its sole discretion to disapprove the transaction on conflict of interest grounds, or alternatively, to terminate this Agreement immediately and without further obligation to the Contractor.
- 5.4.** Each Party is solely responsible for all taxes, withholdings, and other statutory, regulatory, and contractual obligations of any sort, including, but not limited to, those relating to worker’s compensation, employment taxes, and occupational health and safety. Each Party shall comply with all applicable laws, regulations, and codes concerning employment, tax, health and safety, and any other relevant aspects of their respective operations.
- 5.5.** The Contractor shall have the authority to make or accept any offers or representations on the Client’s behalf. The Contractor agrees not to act in a manner that implies a relationship other than that of an independent contractor with the Client.
- 5.6.** This Agreement does not create an obligation for Client to offer or accept future contracts or engagements beyond the scope of this Agreement. The Contractor shall bear its own costs and expenses in performing its obligations under this Agreement unless expressly agreed otherwise.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1.** The Contractor represent and warrant that:
  - 6.1.1.** It has the legal authority to enter into and perform its obligations under this Agreement.
  - 6.1.2.** It has not entered into any agreements or arrangements with any third parties that would conflict with or hinder, limit, or prevent their ability to fulfil their obligations under this Agreement.
  - 6.1.3.** During the Term, it will not enter into any contract, agreement or understanding

which is in conflict or which would interfere with the full and complete performance of any of the duties or grants hereunder.

- 6.1.4.** It shall comply with all applicable laws, regulations, and industry standards in the course of performing its obligations under this Agreement.
- 6.1.5.** It is not a party to any pending claims or litigation which might affect its performance of this Agreement.
- 6.1.6.** It shall not engage in any activities that may harm the reputation or business interests of the other Party.
- 6.2.** The Contractor shall provide the services diligently and as per industry standards.
- 6.3.** The Contractor shall not provide misleading information about the Client or its services to any third party.
- 6.4.** The Contractor shall for the Term of the Agreement work exclusively with the Client and not work with any other similar and competing company, whether paid or free, to provide the services.
- 6.5.** The Contractor shall conduct itself in a professional manner while performing the services for the Client.
- 6.6.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CLIENT MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY OF INFORMATION. FURTHER, THE CLIENT DOES NOT MAKE ANY WARRANTY THAT THE QUALITY OF THE SERVICES OR PRODUCTS PURCHASED OR OBTAINED BY A CUSTOMER AFTER AN INTRODUCTION WILL MEET SUCH CUSTOMER'S EXPECTATIONS. THE CLIENT SHALL BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- 6.7.** Notwithstanding any other provision of this Agreement, the total liability of the Client to the Contractor for all claims arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of commissions paid or payable under this Agreement in the twelve (12) months preceding the claim.
- 6.8.** The Contractor shall not, at any time during the term of this Agreement and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Client or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations. In case of breaching this clause, the Client shall be entitled to liquidated damages in the amount of 10000 (ten thousand) USD for each such instance of infringement.
- 6.9.** Throughout the Term of this Agreement and for an equivalent period immediately following its expiration or termination, the Contractor agrees not to engage in the solicitation of the Client's employees or agents. For the purposes of this clause, "to

solicit" shall encompass any attempt to solicit, recruit, hire, engage, or retain, whether on a full-time, part-time, consulting, work-for-hire basis, or any other form of employment or contractual engagement

- 6.10.** Should the Contractor breach this non-solicitation agreement by soliciting an employee or agent of the Client, the Contractor agrees to compensate the Client with an agency commission. This commission will be equivalent to 25% of the solicited employee's initial salary with the Contractor, or, in cases where the individual is hired as a contractor, 25% of the total contract fees paid to the solicited individual during their first year of engagement following the act of solicitation.

## **7. INTELLECTUAL PROPERTY**

- 7.1.** The Contractor acknowledges and agrees that any and all intellectual property rights, including but not limited to copyrights, patents, trademarks, trade secrets, and know-how, that are owned by the Client shall remain the sole property of the Client. Except as expressly set forth in this Agreement, no licence or right is granted directly or by implication, estoppel, or otherwise, under any patent, copyright, trademark, trade secret, or other intellectual property right of the Client.
- 7.2.** In the cases where the Contractor is granted with the right to use the Client's intellectual property for the purposes of this Agreement, it must do so in accordance with the terms and conditions of this Agreement and strictly in accordance with any additional guidelines and instructions provided by the Client.
- 7.3.** The Contractor acknowledges and guarantees to the Client that when rendering services under the present agreement, the Contractor will not violate any rights of third parties, including intellectual property rights, and the results of Services rendered by the Contractor will be free from any charge or encumbrance, obligations, prohibitions, saving clauses or limitations and burdens in any other form, established by third parties.
- 7.4.** The Contractor agrees to promptly notify the Client in writing upon becoming aware of any unauthorised use or infringement of the intellectual property rights covered by this Agreement.

## **8. PERSONAL DATA COLLECTION AND SHARING**

- 8.1.** In the course of executing this Agreement, the Contractor may collect and share personal data necessary for the purpose of making Introductions and fulfilling their obligations under the Agreement. Such personal data collection shall be conducted in a manner that complies with all applicable laws and regulations regarding data protection and privacy.
- 8.2.** The Personal Data collected shall be used solely for the purpose of this Agreement and not for any other purposes without obtaining prior written consent from the data subject. The Contractor agrees to implement appropriate measures to ensure the security of the personal data collected and to prevent unauthorised access, disclosure, alteration, or destruction of such personal data.
- 8.3.** The Contractor shall implement and maintain reasonable security measures to protect data collected and/or received under this Agreement from unauthorised access, disclosure, alteration, or destruction.



- 8.4.** In the event that the Contractor is required to share the collected data with third parties for the purpose of performing this Agreement, such sharing shall be done in compliance with all applicable data protection laws and only to the extent necessary for the provision of this Agreement.

## **9. CONFIDENTIALITY**

- 9.1.** The Contractor acknowledges that in the course of performing its obligations under this Agreement, it may receive or become aware of information that is confidential and proprietary to the Client. The Contractor agrees to maintain the confidentiality of all such information. The terms governing the use and protection of confidential information under this Agreement shall be subject to the terms and conditions of the Non-Disclosure Agreement executed between the Client and the Contractor.

## **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.** The Parties shall endeavour to settle any dispute, controversy or claim arising out of or in relation to this Agreement by negotiations. In case within 1 (one) month after the dispute arises the Parties did not manage to solve the dispute by negotiations, the dispute shall be settled by the competent courts of London, England.
- 10.3.** 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. MISCELLANEOUS**

- 11.1.** This Agreement constitutes the entire agreement between the Parties 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.
- 11.2.** This Agreement may be amended only by a written document duly executed by both Parties.
- 11.3.** 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 Parties to achieve as nearly as possible the same effect as the original provision.
- 11.4.** 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 the Client at:

Company Address: Corporation Trust Center, 1209 Orange Street, Wilmington,



New Castle County, Delaware, 19801  
 Contact Person: Andrey Savitskiy  
 Email: a.sa@dkv.global

If to Guidea at:  
 Company Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Email: \_\_\_\_\_

- 11.5. The Parties shall not be liable or responsible to the other Party, 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 Party's reasonable control.
- 11.6. This Agreement is for the sole benefit of the Parties 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.
- 11.7. 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.
- 11.8. 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.
- 11.9. 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.**

<b>Contractor</b>	<b>Client</b>
	<b>FEMTECH ANALYTICS, INC</b>

<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>
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