

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into as of **[Insert Effective Date]** (hereinafter the "**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 ("**FEMTECH ANALYTICS**", 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]** (hereinafter the "**Party 2**").

Hereinafter also, be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, the Parties are, or will be, evaluating, discussing and negotiating a potential and/or existing contractual relationship regarding the provision of business development services by Party 2 directly to Party 1, with the aim of expanding Party 1's market presence and client base, in exchange for a commission (hereinafter the "**Purpose**")

WHEREAS, the Disclosing Party may in these evaluations, discussions and negotiations disclose to Receiving Party certain Confidential Information (as defined below);

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

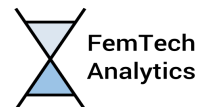
- 1.1. "Affiliate"** shall mean any legal entity which, at the time of disclosure to it of any Confidential Information, is directly or indirectly controlling, controlled by or under common control with one of the Parties, provided that: such entity shall be considered an Affiliate only for the time during which such control exists, and for purposes of this definition "control" shall mean ownership or control, either directly or indirectly, of more than fifty (50) % of shares or partnership interests or membership shares or ownership interests or voting rights of such controlling or controlled entity.
- 1.2. "Confidential Information"** shall mean any information and data either tangible or intangible, disclosed by the Disclosing Party, including its Affiliate, to the Receiving Party, including its Affiliate, irrespective of the medium in which such information has been disclosed, whether before or after the Effective Date, either directly or indirectly, and shall include without limitation business, accounting, financial, marketing and operational information, information about costs, profits, markets, clients/customers, vendors and suppliers, software codes, URL, algorithms, business plans, ideas, technical information, records, files, memoranda, reports, trademarks, trade names, trade secrets, know-how, proprietary information, formulas, processes, inventions, past data, forecasts, strategies, network configurations, system architecture, designs, flow charts, or, employee(s) list and all documents, books, papers, drawing, model, sketches and other data of any kind and descriptions, including electronic data recorded or retrieved by any means that have been or will be given to the Receiving Party, as well as written or verbal

instructions or comments and information which in ordinary course can be construed or deemed as confidential. Where any of the above information is given verbally, the same shall be construed, in its entirety as Confidential Information. Confidential Information shall not, however, include any information which (i) is publicly available; (ii) was known to Receiving Party prior to such disclosure as documented by the files and records of Receiving Party; (iii) is obtained by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; (iv) is or has been independently developed by Receiving Party without the use of or reference to Confidential Information, as shown by documents and other tangible evidence in Receiving Party's possession; or (v) is required by law to be disclosed by Receiving Party, provided that prior to such disclosure Receiving Party gives prompt written notice of such requirement and assistance in obtaining an order protecting the information from public 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.

- 1.3. **"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.
 - 1.4. **"Disclosing Party"** shall mean the Party, including its Affiliates, disclosing Confidential Information to the other Party or its Affiliates under this Agreement.
 - 1.5. **"Receiving Party"** shall mean the Party, including its Affiliates, receiving Confidential Information directly/indirectly from the other Party or its Affiliates under this Agreement.
2. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.** The Receiving Party must treat all Confidential Information obtained from the Disclosing Party in any form as strictly confidential. Except as explicitly allowed in this Agreement, the Receiving Party shall not share this information with any third parties without the Disclosing Party's prior written consent. For clarity, the Disclosing Party may also share Confidential Information through its Representatives, and this Agreement covers all such disclosures. The Receiving Party is permitted to use the Confidential Information solely for the intended purposes and shall not derive any other benefit from it. Additionally, the Receiving Party and its Representatives must safeguard the Confidential Information with a level of care that is at least equivalent to the care they use for their own confidential information, but in no case less than a reasonable degree of care, to prevent its unauthorised use, dissemination, or publication.
3. **PERMITTED DISCLOSURE.** The Receiving Party is authorised to share Confidential Information with its Representatives on a 'need to know' basis. In such cases, Representatives are entitled to use the Confidential Information, but only to the extent allowed under this Agreement. The Receiving Party guarantees that any Representatives given access to Confidential Information will be bound by and comply with the terms of this Agreement. Furthermore, the Receiving Party will be responsible for any damages

resulting from its Affiliates or Representatives, or Representatives of its Affiliates, failing to adhere to this Agreement's provisions.

- 4. INTELLECTUAL PROPERTY RIGHTS.** All Confidential Information provided by the Disclosing Party remains their property. This Agreement does not grant either Party any licence to the intellectual property rights inherent in the Confidential Information, except for the limited right to use such information solely for the Purpose. All Confidential Information disclosed under this Agreement is offered 'as is', with no warranty concerning its accuracy, performance, or suitability for any particular purpose.
- 5. PROTECTION OF PERSONAL DATA.** Both Parties agree to adhere to all relevant data protection laws and regulations in handling any personal data processed under this Agreement. 'Personal data' refers to any information about an identifiable individual. The Receiving Party will only process personal data for the Agreement's specified Purpose and will take appropriate measures to protect it against unauthorised access, loss, or damage. Any processing by sub-contractors requires the Disclosing Party's written consent, with the same data protection obligations applied. The Receiving Party will respect data subjects' legal rights and promptly notify the Disclosing Party of any data breaches. Upon the Agreement's conclusion or at the Disclosing Party's request, all personal data must be returned or destroyed, unless legally required to be retained. The Disclosing Party reserves the right to audit the Receiving Party's compliance with these data protection obligations.
- 6. TERM.** This Agreement takes effect on the Effective Date and remains valid for a period of 5 years after the termination thereafter. The terms of this Agreement shall also retroactively apply to any Confidential Information disclosed in relation to the Purpose before the Effective Date. Following the termination or expiration of this Agreement, the confidentiality obligations for Confidential Information disclosed before such termination or expiration will continue for five years from the date of each respective disclosure.
- 7. GOVERNING LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of England and Wales, excluding any conflict of law principles. Any disputes arising from or related to this Agreement, except for actions seeking injunctions or other equitable remedies, shall be exclusively resolved by the competent courts of England and Wales.
- 8. INJUNCTIVE RELIEF.** The Receiving Party acknowledges that any unauthorised use or disclosure, whether actual or threatened, of the Confidential Information in breach of this Agreement could cause irreparable injury to the Disclosing Party, where monetary damages might be insufficient. Therefore, in such instances, the Receiving Party agrees that the Disclosing Party shall be entitled to seek and obtain injunctive relief from a court of competent jurisdiction to prevent any further unauthorised use or disclosure. This right is in addition to, and not in lieu of, any other legal remedies available to the Disclosing Party.
- 9. SEVERABILITY.** The invalidity or enforceability of any provision of this Agreement or of any covenant herein contained shall not affect the validity or enforceability of any other



provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed severable.

- 10. WAIVER.** A waiver of any right or remedy in this Agreement, or as provided by law, must be in writing to be effective and will not imply a waiver of future breaches or defaults. No failure or delay by either Party in exercising any right or remedy under this Agreement or by law shall be considered a waiver of those or any other rights or remedies, nor shall it prevent or restrict further exercise of those or any other rights or remedies.
- 11. MISCELLANEOUS.** The Receiving Party recognizes that it must not use the Confidential Information in a way that competes with the Disclosing Party or hinders the Disclosing Party's independent business pursuits. However, this Agreement does not restrict the Receiving Party from independently pursuing its own business objectives, even if they are competitive with the Disclosing Party. Any amendments or termination of this Agreement, or waivers of obligations herein, are valid only if executed in writing and signed by both Parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto:

PARTY 2'S FULL NAME	FEMTECH ANALYTICS, INC.
By: _____ (Signature) Name: Title:	By: _____ (Signature) Name: Title: