

# MASTER COLLABORATION AGREEMENT

(hereinafter - "MCA")

is made and entered into as of \_\_\_\_\_ 2024 ("Effective Date") by and between:

**LONGEVITY CARD LTD**, private limited liability company incorporated and existing under the laws of England and Wales, registered with the Companies House under registration number 12506506, 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]** ("**Party 2**").

each a "**Party**" and together the "**Parties**".

**WHEREAS, Party 1** is a leading developer of End-to-End technological ecosystem, featuring full-stack IT platform, with desktop and mobile apps, precision medicine scientific solutions, empowered by digital virtual AI-driven core analytical system.

**WHEREAS, Party 2 is** **[please briefly describe Party 2's business, activities, and area of expertise]**

**WHEREAS** the purpose of this Agreement is to formalise the mutual engagement of Party 1 and Party 2 for the purpose of **[please clearly state the objectives]**.

WHEREAS both Party 1 and Party 2 acknowledge that the partnership is established for their mutual benefit.

**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 Collaboration Agreement to be executed by their duly authorised representatives as of the Effective Date.

This Agreement signifies the commitment of both parties to work collaboratively, sharing resources, knowledge, and expertise in pursuit of the agreed-upon objectives, and to uphold the terms and conditions set forth herein. This Agreement is legally binding upon the parties, their successors, and permitted assignments, and it is made with the intention to be legally enforceable in accordance with its terms.

## 1. ROLES AND RESPONSIBILITIES

- 1.1. In this Agreement, both Parties commit to performing their responsibilities with the utmost diligence, professionalism, and compliance with all applicable laws and regulations. The Parties also agree to provide the necessary resources, including personnel, technology, and financial investments, to effectively fulfil their obligations under this Agreement. The roles and responsibilities of the Parties will be documented in Annex - 1 of this Agreement. Party 1 shall have the right to review the performance of

the partnership and make necessary adjustments to strategies and operations.

- 1.2. The responsibilities such as joint marketing initiatives, co-management of intellectual property, and sustaining communication channels will be collaboratively undertaken by both Parties, unless otherwise agreed in writing. However, Party 1 will have a leading role in guiding these initiatives to ensure they are in line with its strategic interests and objectives. Any conflicts or disputes will be addressed collaboratively, with a mechanism for resolution as stipulated in the Agreement.
- 1.3. For any co-branding, communication, or usage of either Party's name, resources, research, findings, approach, or strategy for any activity, prior written approval from Party 1 is mandatory. This ensures that all external communications and representations are consistent with Party 1's brand guidelines and strategic interests.
- 1.4. Both parties agree to remain flexible in their roles and responsibilities to adapt to changing conditions and ensure effective response to new opportunities and challenges.

## **2. PERFORMANCE AND QUALITY STANDARDS**

- 2.1. Party 1 and Party 2 commit to maintaining the highest standards of quality in all collaborative activities conducted under this Agreement. This commitment extends to all phases of product development, production, marketing, and customer service.
- 2.2. Party 1 shall establish specific performance metrics to monitor and evaluate the effectiveness and quality of their collaborative efforts. These metrics may include, but are not limited to, product quality standards, customer satisfaction levels, timeliness of service or product delivery, and adherence to project timelines.
- 2.3. Party 1 shall conduct regular reviews and audits of the collaborative activities to ensure compliance with the agreed-upon performance metrics and quality standards. These reviews shall be carried out at least quarterly and shall include an assessment of customer feedback, product testing results, and other relevant quality indicators.
- 2.4. Each Party shall be responsible for ensuring that its contributions to joint activities under this Agreement comply with all relevant laws, regulations, and industry standards. This includes obtaining all necessary certifications and approvals for products or services.
- 2.5. If non-compliance with the established performance and quality standards is attributable to the actions or omissions of one Party, that Party shall bear the responsibility for rectifying the situation and covering any costs associated with such rectification.
- 2.6. The Parties shall maintain open and regular communication regarding performance and quality matters. Each Party shall promptly report to the other any issues, challenges, or opportunities for improvement that they identify.
- 2.7. The Parties agree to regularly benchmark their performance and quality standards against prevailing industry standards and best practices, with a view to maintaining a competitive edge and ensuring the highest levels of customer satisfaction.

## **3. FINANCIAL ARRANGEMENTS**

- 3.1. Party 1 and Party 2 agree to provide initial capital contributions of [specify amounts] and [specify amounts], respectively. These contributions will fund the initial activities of the

partnership.

- 3.2. Each Party agrees to contribute additional funds as required to support the activities of the partnership. The specifics of these contributions, including amounts and schedules, will be mutually agreed upon and documented in separate financial plans, to be reviewed and updated annually.
- 3.3. The Parties are responsible for covering all of their own costs including travel, accommodation, food & beverage, client entertaining, communications and any other costs directly attributable to the venture in UK and internationally until such time that the reimbursements of these costs are explicitly agreed between the partners.
- 3.4. Revenues generated from the partnership's activities will be distributed between the Parties according to a predetermined ratio of [specify ratio], reflective of their respective contributions and involvement in the partnership.
- 3.5. A portion of the profits may be reinvested into the partnership, as mutually agreed upon by the Parties, to support future projects and activities.
- 3.6. In the event of financial discrepancies or disputes, both Parties agree to resolve the matter through mutual discussion and, if necessary, through the dispute resolution mechanisms outlined in this Agreement.
- 3.7. In the case of unforeseen expenses or cost overruns, both Parties agree to discuss and mutually decide on the course of action, including potential additional financial contributions.

#### **4. DURATION OF THE AGREEMENT**

- 4.1. This Agreement shall become effective on the "Effective Date and shall remain in effect unless terminated earlier as provided herein.
- 4.2. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of [specify number, e.g., five] years, unless otherwise terminated in accordance with the terms of this Agreement (the "Initial Term").
- 4.3. Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional successive one-year terms (each, a "Renewal Term"), unless either Party notifies the other Party in writing of its intention not to renew at least 30 days prior to the end of the Initial Term or any subsequent Renewal Term.
- 4.4. In case of an automatic renewal, both Parties shall confirm their commitment to continue the Agreement in a written notice, acknowledging the commencement of a Renewal Term, within 30 days prior to the end of the current term.
- 4.5. The terms and conditions of this Agreement during any Renewal Term shall be the same as those in effect immediately prior to such renewal unless otherwise mutually agreed in writing by the Parties.
- 4.6. The duration of this Agreement, including any Renewal Term, may be extended or shortened by mutual written agreement of the Parties at any time.
- 4.7. This Agreement may be terminated as follows by written agreement by all the Parties;

- 4.7.1. by any Party upon written notice to the other Parties (with immediate effect), in the event of insolvency, bankruptcy, or voluntary dissolution of any Party hereto during the term hereof or in the event of a Party's assignment of its assets for the benefit of creditors, and the Parties hereto shall have the rights as provided by applicable law;
  - 4.7.2. by any Party upon written notice to the other Parties (with immediate effect), in the event of a force majeure event, including, but not limited to, delay or failure in performance of this Agreement by any other Party due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of any other Party that continues for longer than fifteen (10) days; or
  - 4.7.3. by any Party upon written notice to the other Parties (with immediate effect), in the event that any other Party has committed a material breach of any of the terms and conditions of this Agreement or has materially defaulted in the performance of any of its obligations under this Agreement, (provided that the non-breaching/non-defaulting Party has first given the other Parties written notice of the grounds supporting the material breach or default and any breaching/defaulting Party has not cured the material breach or default within seven (7) days of receipt of such notice) without derogating from non-other legal and equitable remedies available to the breaching or non-defaulting Parties as provided by law, equity and/or this Agreement.
- 4.8. Upon termination of this Agreement, each Party shall promptly fulfil any outstanding obligations under this Agreement, including the completion of any pending transactions or projects, unless otherwise agreed in writing.
  - 4.9. The termination or expiration of this Agreement for any reason shall not affect the rights and obligations of the Parties under any provisions of this Agreement which, by their nature or context, are intended to survive termination or expiration, including but not limited to intellectual property, confidentiality, indemnification, and liability provisions.
  - 4.10. Prior to the end of each term, whether Initial or Renewal, the Parties shall conduct a thorough review and assessment of the partnership's achievements, challenges, and potential future directions, with the aim of informing the decision to renew or terminate the Agreement.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All rights, titles, and interests in Party 1's 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 Party 1 and its affiliates. For the purpose of this MCA, an "affiliate" is defined as any legal entity that, at the time of disclosure of any Confidential Information, is directly or indirectly controlling, controlled by, or under common control with the Party 1. Control for this purpose is defined as (a) ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting rights or equity interests of such an entity; (b) such entity shall be considered an affiliate only for the duration that such control exists. (this means 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: a) such entity shall be considered an Affiliate only for the time

during which such control exists, and b) 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).

- 5.2. All rights, titles, and interests in any intellectual property and databases owned or controlled by Party 2 (collectively, "**Party 2's IP**") shall remain the sole and exclusive property of Party 2. In the event that Party 2's IP is deemed essential for the development and execution of the cooperation outlined in this Memorandum, Party 2 shall grant Party 1 a licence to use such an IP. The terms and conditions of this licence, including the scope of use, duration, and any specific restrictions, shall be mutually agreed upon in writing by the Parties.
- 5.3. In the event that the cooperation under this MCA involves the mutual creation of intellectual property objects (including but not limited to copyrightable materials, designs, inventions, databases, etc.), the Parties agree to enter into separate agreements. Such agreements will specifically regulate the creation, use, and distribution of these intellectual property objects, and will detail the allocation and management of intellectual property rights arising from their joint creation.
- 5.4. Nothing contained in this MCA shall be construed as granting, either directly or by implication, estoppel, or otherwise, any licence or assignment of any intellectual property rights of either Party, except as explicitly provided within the terms of this MCA. Any grant of rights, licences, or permissions in relation to intellectual property not explicitly stated in this MCA must be agreed upon in a separate written agreement between the Parties.
- 5.5. In the event of a claim that the activities under this Agreement infringe upon the intellectual property rights of a third party, the Parties shall cooperate fully and in good faith to address and resolve such claim.

## **6. REPRESENTATIONS AND WARRANTIES OF EACH PARTY**

- 6.1. Each Party hereby represents, warrants and undertakes that: (i) it has the requisite power and authority to enter into and carry out the terms of this Agreement and its performance under this Agreement will not conflict and/or constitute a breach of with any other obligation it may have to any other Party 1 and/or cause the breach of or violation of any applicable laws or regulation; (ii) it shall keep complete, accurate and correct books of account and records consistent with sound business and accounting principles and practices and any other documentation related to its strategic partnership activities and make such books of accounts, records and documentation available for inspection by the other Parties and agrees that it will notify the other Parties immediately if it becomes aware of any actual or potential claims, suits, actions, allegations or charges that could affect any Party's ability to fully perform its duties or to exercise its rights under the Agreement. Without derogating from any of the foregoing, each Party shall keep the other Parties regularly informed of all developments relating to the strategic partnership and its activities under this Agreement and provide the other Parties with any information relating to its activities reasonably requested by any other Party.
- 6.2. The Party 2 agrees that, for a period of 12 months following completion, it will not, and will ensure that its affiliates do not, directly or indirectly, engage in or assist any person engaged in any business which competes with the business of the Party 1 or any of its

subsidiaries as it is conducted at completion.

- 6.3.** The Party 2 agrees that, for a period of 12 months following completion, it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or entice away from the Party 1 or any of its subsidiaries any person who is, or was during the 12 months immediately preceding completion, a senior employee, consultant or customer of the Party 1 or any of its subsidiaries.

## **7. INDEMNIFICATION**

- 7.1.** Each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party, and its respective officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns ("Indemnified Party") from and against any and all third party claims, damages, liabilities, costs and out of pocket expenses, including reasonable legal fees and expenses (collectively "Losses"), arising out of : (i) any breach of any express warranty, representation, covenant or obligation made by the Indemnifying Party in this Agreement ; and/or (ii) the negligence or willful misconduct of the Indemnifying Party, except to the extent that such losses arise from: (i) any breach of any express warranty, representation, covenant or obligation made by any of the Indemnified Parties in this Agreement; and/or (ii) the negligence or willful misconduct of any of Indemnified Parties.
- 7.2.** The foregoing indemnity is conditioned upon (i) prompt written notice by the Indemnified Party to the Indemnifying Party of any claim, action or demand for which indemnity is claimed, provided that the failure to provide such notice shall not relieve the Indemnifying Party from its indemnification obligations, except if the Indemnifying Party was prejudiced by such failure; (ii) the opportunity to take control over the defence and settlement thereof by the Indemnifying Party; (iii) the Indemnified Party's right to be represented by separate counsel at its own expense, provided that if the Indemnifying Party fails to assume the defence or settle of any claim giving rise to the indemnification obligation within a relabeled period, the Indemnified Party shall have the right to defend the claim using counsel of its choice at the expense of the Indemnifying Party 1nd (iii) such reasonable cooperation by the indemnified party in the defence as the indemnifying party may request.
- 7.3.** No Party shall, without the prior written consent of the other Parties, settle, compromise or consent to the entry of any judgement with respect to any pending or threatened claim, such consent not to be unreasonably withheld or delayed. The indemnification provided for under this Section 7 shall remain subject to the limitation of liability described in Section 8 below.

## **8. LIMITATIONS OF LIABILITY; AND DISCLAIMERS**

- 8.1.** EXCEPT FOR ANY LIABILITY WITH RESPECT TO HUMAN INJURY AND/OR DEATH, UNDER NO CIRCUMSTANCES SHALL ANY Party 2 LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM PERFORMANCE UNDER OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. THIS SECTION 7 SETS FORTH LIMITATIONS ON LIABILITY FOR DAMAGES AND SHALL

BE INAPPLICABLE TO ANY CONTRACTUAL OBLIGATION TO INDEMNIFY THAT MAY BE SET FORTH IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN CATEGORIES OF DAMAGES, SO SOME OF THE FOREGOING MAY BE INAPPLICABLE DEPENDING ON THE JURISDICTION.

- 8.2. WITHOUT DEROGATING FROM THE FORGOING, UNDER NO CIRCUMSTANCE WILL THE LIABILITY OF ANY PARTY TO ANOTHER PARTY, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE SHALL EXCEED THE REVENUE OF THE COLLABORATION OR A PREDETERMINED FIXED SUM OF **100.000 EUR**, WHICHEVER IS LOWER

## 9. CONFIDENTIALITY; NON-CIRCUMVENTION; OWNERSHIP

- 9.1. 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:

9.1.1. is or becomes publicly known through no fault of the Receiving Party;

9.1.2. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;

9.1.3. is received from a third party without breach of any obligation owed to the Disclosing Party;

9.1.4. is independently developed by the Receiving Party.

- 9.2. The Receiving Party agrees to:

9.2.1. maintain the confidentiality of the Confidential Information;

9.2.2. not use the Confidential Information for any purpose outside the scope of this Agreement;

9.2.3. 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.

- 9.3. 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.
- 9.4. 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.
- 9.5. 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
- 9.6. 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.
- 9.7. The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of five (5) years.

## **10. DISPUTE RESOLUTION**

- 10.1. 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 ("**Dispute**"), the parties shall first attempt to resolve the Dispute through good faith negotiations within thirty (30) days.
- 10.2. 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.
- 10.3. 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.

## **11. GOVERNING LAW AND JURISDICTION**



- 11.1.** 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.
- 11.2.** 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.

## **12. NOTICES**

- 12.1.** 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 Party 1 at:

[address]

Attn:

Email: [email]

If to Party 2 at:

[address]

Attn:

Email: [email]

- 12.2.** A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 12.1; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 12.3.** In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **13. MISCELLANEOUS**

- 13.1.** This Agreement shall not be assigned by any Party to any third party without the written consent of the other Parties which consent shall not be unreasonably withheld; except that any Party may assign this Agreement, without such consent upon written notice to the other Parties, to: (i) an Affiliate of such Party, or (ii) an entity that acquires all or substantially all of its business or assets to which this Agreement pertains, whether by merger, reorganisation, acquisition, sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 13.2.** This Agreement (including the exhibits hereto) sets forth the entire agreement and understanding among the Parties relative to the subject matter contained herein and supersedes all other agreements, oral and written, heretofore made between the

Parties. Only a writing signed by the Parties may amend this Agreement or any exhibits. Such Amendment shall become binding as of the date indicated in the amendment or the date last signed by the authorised representatives of the Parties, if not otherwise provided for. If any one or more of the terms of this Agreement shall for any reason be held to be invalid or unenforceable, such term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law. Any determination of the invalidity or unenforceability of any provision of the Agreement shall not affect the remaining provisions hereof unless the business purpose of this Agreement is substantially frustrated thereby.

- 13.3. No amendment, modification or waiver in respect of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties. Any waiver of any breach of any terms of this Agreement shall be effective only if it is in writing and signed by the Party waiving the breach. No waiver of any breach shall be deemed or construed as a waiver of any other or subsequent breach.
- 13.4. Each Party represents that it has been represented by an authorised representative in connection with this Agreement and acknowledges that it has participated in drafting this Agreement. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption shall exist or be implied against the Party which drafted such terms and provisions.
- 13.5. No waiver by any Party, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of such Party's rights under such provisions at any other time or a waiver of such Party's rights under any other provision of this Agreement. The failure or delay of a party to claim the performance of an obligation of another party shall not be deemed a waiver of the performance of such obligation or of any future obligations of a similar nature.
- 13.6. It is hereby agreed and declared between the Parties that they shall act in all respects relating to this Agreement as independent contractors and there neither is, nor shall there be any employer-employee or principal-agent relationship between the Parties. Each Party will be responsible for payment of all salaries and taxes and social welfare benefits and any other payments of any kind in respect of its own employees and officers, regardless of the location of the performance of their duties, or the source of the directions for the performance thereof.
- 13.7. This Agreement may be executed in any number of counterparts (including counterparts transmitted by facsimile and by electronic mail), each of which shall be deemed an original, but all of which taken together shall be deemed to constitute one and the same instrument.

**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>Party 2</b>	<b>Party 1</b>
	<b>Longevity Card Ltd</b>

<p style="text-align: center;"><b>By: _____</b> <b>(Signature)</b></p> <p>Name: Title: Date:</p>	<p style="text-align: center;"><b>By: _____</b> <b>(Signature)</b></p> <p>Name: Title: Date:</p>
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**ANNEX - I**

**ROLES AND RESPONSIBILITIES OF PARTIES**

Category	Collaboration Area	Party 1's Role	Party 2's Role