PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into effective as of February 10, 2024, between:

**COMPANY:** HealthTech Solutions Inc., a Delaware corporation with principal offices at 1234 Healthcare Drive, Wilmington, Delaware 19801, United States ("Company")

**AND**

**CONSULTANT:** MedData Analytics LLC, a Delaware limited liability company with offices at 5678 Medical Plaza, Dover, Delaware 19901, United States ("Consultant")

## BACKGROUND:

Company operates in the healthcare and medical technology sector and desires to engage Consultant to provide data analytics and healthcare technology consulting services. Consultant has expertise in healthcare data systems and agrees to provide such services subject to the terms and conditions of this Agreement.

## 1. SCOPE OF SERVICES

Consultant shall provide the following professional services to Company:

* a) Healthcare data analytics and reporting
* b) Electronic health record (EHR) system optimization
* c) HIPAA compliance consulting and audit support
* d) Medical billing system integration and support
* e) Healthcare technology strategic planning

## 2. TERM AND RENEWAL

This Agreement shall commence on March 1, 2024 and shall continue for an initial term of twelve (12) months (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

## 3. COMPENSATION AND PAYMENT

3.1 Professional Fees: Company shall pay Consultant a monthly fee of $25,000 USD (Twenty-Five Thousand US Dollars) for the services rendered under this Agreement.

3.2 Expenses: Company shall reimburse Consultant for all reasonable and pre-approved out-of-pocket expenses incurred in connection with the performance of services.

3.3 Invoicing: Consultant shall submit monthly invoices, and Company shall pay all undisputed amounts within thirty (30) days of receipt.

## 4. INTELLECTUAL PROPERTY RIGHTS

Any and all deliverables, work products, inventions, and intellectual property created by Consultant during the term of this Agreement shall be considered "work made for hire" and shall be the sole and exclusive property of Company.

## 5. CONFIDENTIALITY AND DATA PROTECTION

Consultant acknowledges that it will have access to Company's confidential information and protected health information (PHI) as defined under HIPAA. Consultant agrees to:

* a) Maintain strict confidentiality of all Company information
* b) Comply with all applicable HIPAA regulations and requirements
* c) Implement appropriate safeguards to protect PHI
* d) Not disclose any confidential information without prior written authorization

## 6. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved through binding arbitration in Delaware in accordance with the rules of the American Arbitration Association.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

HEALTHTECH SOLUTIONS INC.

By: Dr. Michael Chen

Title: Chief Executive Officer

Date: February 10, 2024

MEDDATA ANALYTICS LLC

By: Jennifer Martinez

Title: Managing Partner

Date: February 10, 2024