DATED

Software Development Agreement

among

A Mindful Message Ltd

and

Terry Purser-Bariff

and

Dmytrosan Prylutskyi

This agreement is dated [NOV/11/2025]

PARTIES

(1) **A MINDFUL MESSAGE LTD** a company registered in the United Kingdom under number 14093207 whose registered office is at 128 City Road, London, United Kingdom, EC1V 2NX (the "**Client**");

(2) **Terry Purser-Bariff** of The Lodge, Bridgnorth Road, Enville, Stourbridge, United Kingdom, DY7 5JF; and

(3) **Dmytrosan Prylutskyi** of Vulytsya Naberezhna 17, Kolodenka, Rivne, 35306, Ukraine,

(together the "**Developers**").

WHEREAS**:**

(1) The Developers agree to provide services for the design, development, and ongoing enhancement of the CRM platform and customer facing interface of the Mindful Message web application.

(2) The Client wishes to procure from the Developers the software development services (outlining specific tasks, but not limited to specific tasks, deliverables and deadlines) described herein.

(3) NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreed Terms

1. **Definitions and Interpretation:**

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"**Client Materials**" means all materials and information, including documents, data, specifications, software, content, and technology that are provided to the Developers by or on behalf of the Client in connection with this Agreement.

"**Deliverables**" means the Software, Documentation, and other work product that the Developers are required to deliver to the Client under this Agreement as set forth in the Development Plan.

"**Development Plan**" means the Development Plan attached as Schedule 1 hereto.

"**Documentation**" means any and all manuals, instructions, specifications, and other documents and materials listed in the Development Plan that the Developers provide or make available to the Client in any medium.

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements.

"**Software**" means the software the Developers are required to or otherwise create or provide to the Client in connection with the Services detailed in Schedule 1.

"**Third-Party Materials**" means materials and information, in any form or medium, including any software (including open-source software), documents, data, content, specifications, products, equipment, or components of or relating to the Software that are not proprietary to the Developer.

"**Work Product**" means the Software, Documentation, Deliverables, and other documents, work product, and materials related thereto, that the Developers are required to or otherwise create or provide to the Client in connection with the Services. Except as otherwise expressly set forth in this Agreement, Work Product does not include any Derivatives (as defined below at clause 5.1).

1 **"Work"** means all the works, duties and obligations to be carried out by the Developers under this agreement.

1.2 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.5   A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.6   Except where a contrary intention appears, a reference to a clause, schedule or annex is a reference to a clause of, or schedule or annex to, this agreement.

1.7   Clause and schedule headings do not affect the interpretation of this agreement.

1.8   **Writing** or **written** excludes fax but not email.

1.9   The schedules to this agreement, together with any documents referred to in them, form an integral part of this agreement and any reference to this agreement means this agreement together with the schedules and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.

1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2.   Performance of Services.

2.1   General Service Obligations and Software Development. The Client hereby engages the Developers, and the Developers hereby accept such engagement, to develop Software or Work Product and provide services related thereto as further described in the Development Plan in Schedule 1 and herein on the terms and conditions set forth in this Agreement (collectively, the "**Services**"). The Developers will perform the software development Services set forth in the Development Plan in accordance with this Agreement.

2.2   Third Party Materials. The Software may include or operate in conjunction with Third-Party Materials. The Client shall comply to its best endeavours with such third-party license agreements.

2.3   The Client Obligations. The Client shall co-operate with the Developers as reasonably required by the Developers in order to carry out the Work and create the Work Products. The Developers shall not be responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by the Client's delay in performing, or failure to perform, any actions or obligations under this clause 2.3 or herein this Agreement.

3. **Delivery, Testing and Acceptance.**

3.1 <u>Delivery</u>. The Developers shall deliver or otherwise make available to the Client each Deliverable on or prior to the due date in accordance with the delivery criteria set out in the Development Plan.

3.2 <u>Performance and Quality Standards</u>. The Developers shall perform regular testing and debugging of the Software and shall ensure that quality assurance measures, quality standards and performance metrics shall be in place at a day rate of payment agreed between the parties in writing.

4. **Fees and Payment.**

4.1 <u>Fees</u>. In consideration for the performance by the Developers of the Services, creation of the Deliverables and Work Products (as applicable) and the further development of the Work Products, the Client shall pay the Developers the a fee of £30,000 on the terms set forth in **Schedule 2** ("**Fees**"); and

4.2 The Developers shall submit invoices in accordance with Schedule 2 (as required by the Client). The Client shall make payment of each invoice by the due date stated in that invoice or within 30 days of receipt of the invoice, whichever is earlier.

4.3 <u>Taxes</u>. All Fees and other amounts payable by the Client under this Agreement are exclusive of taxes and similar assessments.

4.4 <u>Set-Off and Withholding of Payment.</u> The Client shall be entitled to withhold payment of any Fees, or set off any amounts due to the Developers, in the event that the Deliverables and/or Work Products are not completed satisfactorily in accordance with this Agreement. The Client shall notify the Developers in writing of any withheld amounts and the reasons for non-payment, and the Developers shall, at their own cost, rectify the deficiencies within a reasonable timeframe agreed by the Parties. Payment shall only become due upon the Client's confirmation that the Deliverables and/or Work Products meet the agreed requirements.

5. **Intellectual Property Rights.**

5.1 <u>Work Product</u>. In consideration of the Fees, the Developers assign to the Client absolutely with full title guarantee all their rights, title and interest in and to the Work Product, including all Intellectual Property Rights, in and to all works, inventions, and other subject matter incorporating, based on, or derived from any Work Product (collectively, "**Derivatives**").

5.2   The Parties acknowledge that with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Materials.

5.3   The Client Materials. As between the Parties, the Client is and will remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials, including all Intellectual Property Rights therein.

5.4   The Developers, being the sole authors of the Work Product, waive absolutely their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Work Product and, so far as is legally possible, any broadly equivalent rights the Developers may have in any territory of the world.

6.   Licenses.

The Client Materials License. The Client hereby grants to the Developers a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify, and create derivative works and improvements of the Client Materials solely to develop the Work Product and otherwise as necessary to perform the Services for the benefit of the Client and for the Developers' general development and commercialization of software products/the Work Product and Derivatives. The term of such license will commence upon the Client's first delivery of the Client Materials to the Developers and continue in effect until the termination or expiration of this Agreement.

7.   Confidential Information.

7.1   From time to time during the Term, the Client may disclose or make available to the Developers information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party; (c) rightfully obtained by the Developers on a non-confidential basis from a third party; or (d) independently developed information by the Developers.

7.2   Developers shall not disclose the Client's Confidential Information to any person or entity. Notwithstanding the foregoing, the Developers may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the Client and made a reasonable effort to obtain a protective order; or (ii) to establish the Client's rights under this Agreement, including to make required court filings.

7.3   On the expiration or termination of the Agreement, the Developers shall promptly return to the Client all copies, whether in written, electronic, or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to the Client that such Confidential Information has been destroyed. The Developers obligations of non-disclosure with regard to Confidential Information are effective as of the date hereof and will expire five years from said date; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8.   Term and Termination.

8.1   <u>Term</u>. The term of this Agreement commences as of the date hereof and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect (the "**Term**").

8.2   <u>Termination</u>. In addition to any other express termination right set forth elsewhere in this Agreement:

   (a)   the Client may terminate this Agreement, effective on written notice to the Developer, if the Developer: (i) fails to deliver any of the Deliverables and such failure continues more than 30 days after the Client's delivery of written notice to the Developers thereof; and

   (b)   either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for 60 days after the non-breaching Party provides the breaching Party with written notice of such breach.

8.3   <u>Effect of Termination</u>. Upon termination of this Agreement:

   (a)   the Developers shall cease using and delete, destroy, or return all copies of the Client Materials;

   (b)   the Developers shall cease using and delete, destroy, or return all copies of the other party's Confidential Information and certify in writing to the Client that the Confidential Information has been deleted or destroyed. No termination will affect the Client's obligation to pay all Fees that may have become due before termination or entitle the Client to any refund; and

   (c)   any Work Product (completed or incomplete) produced by the Developers until the date of termination shall be assigned from the Developers to the Client in accordance with Clause 5.1.

8.4   Surviving Terms. The provisions set forth in the following Sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Clause 1, Clause 5, Clause 7, this Clause 8.4, Clause 10, Clause 11 and Clause 12.

9.   Warranties and Indemnity.

9.1   The Developers Warranties. The Developers warrant that (a) they will perform the Services using the required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services; and (b) the Software and Work Products are proprietary to the Developers (except where otherwise stated in Schedule 1) and that they have the right to assign all Intellectual Property Rights in and to the Software and Work Products to the Client, and that the Software or Work Products do not infringe on any third party rights.

9.2   The Client Warranties. the Client warrants that the Client owns or otherwise has and will have the necessary rights and consents in and relating to the Client Materials so that, as received by the Developers and used in accordance with this Agreement, the Client Materials do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights of any third party or violate any applicable law.

9.3   The Developers shall indemnify the Client against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Client arising out of or in connection with any breach of the warranties contained in 9.1.

10.   Liability.

Limitations of Liability. In no event will the Developers be liable under or in connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (b) increased costs, diminution in value or lost business, production, revenues, or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay, or recovery of any data, or breach of data or system security; or (e) cost of replacement goods or services, in each case regardless of whether the Developers were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will the Developers' aggregate liability arising out of or related to this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and

otherwise exceed the total amount paid to the Developers under this agreement in the one year period preceding the event giving rise to the claim.

11.   Miscellaneous.

11.1   Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

11.2   Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this clause.

11.3   Non-solicitation and non-compete. During the term of this Agreement and for a period of five years after its termination the Developers shall not, without the prior written consent of the Client, solicit the employment of any person who is employed by the Client or solicit any customer of the Client. The Developers shall not, for a period of five years after its termination, enter into a contract of employment with a competitor of the Client, or create, develop, or assist in developing a competing Software after the termination or expiry of this agreement.

11.4   Independent Contractor. The Developers shall be independent contractors and not employees, partners, or agents of the Client during the performance of the Services.

11.5   Force Majeure. No party shall be liable or responsible to the other party, or 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 party's failure or delay is caused by or results from the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labour stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in

obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the impacted party.

11.6   <u>Variation, Amendment and Modification; Waiver</u>. No variation, amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorised representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.7   <u>Severability</u>. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.8   <u>Governing Law.</u> This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.9   <u>Jurisdiction.</u> The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

11.10   <u>Assignment</u>. the Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the Developer. No assignment or delegation will relieve the Client of any of its obligations hereunder. Any purported assignment or delegation in violation of this Section will be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

11.11   <u>Equitable Relief</u>. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under clause 7 or, in the case of the Client, 6.1, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach,

the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

11.12 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

11.13 <u>Entire agreement</u>. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

11.14 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

This Agreement has been duly executed on the date shown on the first page by:

Signed by Jaskaran Soomal

for and on behalf of
A MINDFUL MESSAGE LTD

....
Director

Signed by **TERRY PURSER-BARIFF**

....

Signed by **DMYTROSAN PRYLUTSKYI**

....
Dmytrosan Prylutskyi

SCHEDULE 1 – DEVELOPMENT PLAN

<u>**Services and Deliverables**</u>

The Developers agree to provide the following services ("Services") for the Client:

1. Design and Development CRM platform and customer facing interface of the 'A Mindful Message' application, a secure, cloud-based SaaS platform designed to support the delivery and management of mental health services (the "**Software**"). The Software enables users to manage client relationships, allocate service users to appropriate practitioners, schedule and track appointments, collect demographic data during onboarding, send automated client reminders, and administer payments and invoicing. Additionally, the Software includes built-in tools for collecting psychometric assessments (including PHQ-9, GAD-7, and WHO-5), and generates outcome-based data reports for internal use or external stakeholders. The Software supports multilingual access and culturally aligned care delivery to improve engagement and outcomes.

<u>**Project Management and Reporting**</u>

The Developers shall:

1. Provide regular updates on the progress of the project;

2. Ensure the project is managed effectively and delivered on time; and

3. Address any issues or concerns raised by the Client promptly.

SCHEDULE 2 - FEES

Fee Schedule

(1)   An initial payment of £22,500.00 (already paid to the Developers before the date hereof); and

(2)   A final tranche payment of £7,500.00 of the Fees payable upon final approval and acceptance by the Client of the Work Product upon delivery by the Developers to the Client.