

# FREE CONSULTANCY AGREEMENT

## DATE

10 May 2025

## PARTIES

1. TechNova Solutions Ltd, a company incorporated in England (registration number 12345678) having its registered office at 12 Innovation Drive, London EC1A 1AA, United Kingdom (the “Consultant”); and
2. HealthCare Rewards Inc, a company incorporated in the State of Delaware, USA (registration number 87654321) having its registered office at 500 Medical Avenue, Wilmington, DE 19801, United States of America (the “Client”).

## 1. Definitions

In this Agreement, except to the extent expressly provided otherwise:

“Agreement” means this agreement including any Schedule, and any amendments to this Agreement from time to time.

“Charges” means the amounts payable by the Client to the Consultant as set out in Part 5 of Schedule 1 (Services particulars).

“Client Materials” means all works and materials supplied by or on behalf of the Client to the Consultant for incorporation into the Deliverables or for use in connection with the Services.

“Deliverables” means those deliverables specified in Part 2 of Schedule 1 (Services particulars) that the Consultant has agreed to deliver to the Client under this Agreement, and such other deliverables as the parties may agree in writing from time to time.

“Effective Date” means 10 May 2025.

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including copyright, database rights, trade marks, patents, designs, know-how and trade secrets.

“Schedule” means any schedule attached to the main body of this Agreement.

“Services” means the consultancy services specified in Part 1 of Schedule 1 (Services particulars).

“Term” means the period from the Effective Date until 31 December 2025, unless extended by written agreement of the parties or terminated earlier in accordance with this Agreement.

“Third Party Materials” means works and/or materials comprised in the Deliverables (excluding the Client Materials) the Intellectual Property Rights in which are owned by a third party.

## 2. Credit

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## 3. Term

3.1 This Agreement shall come into force on the Effective Date.

3.2 This Agreement shall continue in force until 31 December 2025, at the beginning of which this Agreement shall terminate automatically, subject to termination in accordance with Clause 11 or any other provision of this Agreement.

## 4. Services

4.1 The Consultant shall provide the Services to the Client in accordance with this Agreement.

4.2 The Consultant shall provide the Services with reasonable skill and care.

## 5. Deliverables

5.1 The Consultant shall deliver the Deliverables to the Client.

5.2 The Client must promptly, following receipt of a written request from the Consultant, provide

written feedback concerning the Consultant's proposals, plans, designs and preparatory materials relating to the Deliverables.

5.3 The Consultant shall use reasonable endeavours to ensure that the Deliverables are delivered in accordance with the timetable set out in Part 3 of Schedule 1.

5.4 The Consultant warrants that:

(a) the Deliverables will conform with the requirements of Part 2 of Schedule 1 as at the date of delivery;

(b) the Deliverables will be free from material defects; and

(c) the Deliverables will not infringe the Intellectual Property Rights or other legal rights of any person.

## 6. Licence

6.1 The Consultant hereby grants to the Client a non-exclusive, worldwide, perpetual and irrevocable licence to copy, store, distribute, publish, adapt, edit and otherwise use the Deliverables (excluding the Third Party Materials and the Client Materials) for the Client's internal business purposes.

## 7. Charges

7.1 The Client shall pay the Charges to the Consultant in accordance with this Agreement.

7.2 All amounts stated in or in relation to this Agreement are exclusive of any applicable value added taxes.

## 8. Payments

8.1 The Consultant shall issue invoices on or after the invoicing dates set out in Part 5 of Schedule 1.

8.2 The Client must pay the Charges within 30 days following receipt of a correctly rendered invoice.

8.3 The Client must pay the Charges by bank transfer to the account details notified by the Consultant.

8.4 If the Client fails to pay any amount properly due, the Consultant may charge interest on the overdue amount at a rate of 8% per annum above the Bank of England base rate, accruing daily until payment.

## 9. Warranties

9.1 The Consultant warrants that:

(a) it has the legal right and authority to enter into this Agreement and to perform its obligations; and

(b) it will comply with all applicable legal and regulatory requirements in performing its obligations.

9.2 The Client warrants that it has the legal right and authority to enter into this Agreement and to perform its obligations.

## 10. Limitations and exclusions of liability

10.1 Nothing in this Agreement shall limit or exclude liability for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.

10.2 Subject to Clause 10.1, neither party shall be liable to the other in respect of:

(a) loss of profits;

(b) loss of revenue or income;

(c) loss of use or production;

(d) loss of business, contracts or opportunities;

(e) loss or corruption of data, database or software; or

(f) any special, indirect or consequential loss.

## 11. Termination

11.1 Either party may terminate this Agreement by giving at least 30 days' written notice to the other party.

11.2 Either party may terminate immediately if the other commits a material breach of this Agreement and fails to remedy it within 14 days of written notice.

11.3 Either party may terminate immediately if the other becomes insolvent, is wound up, or ceases to carry on business.

## 12. Effects of termination

12.1 On termination, all provisions of this Agreement shall cease to have effect, except that Clauses 1, 6, 8.2, 8.4, 10, 12, 13.2 and 15 shall survive and continue in effect.

12.2 Termination shall not affect accrued rights.

## 13. Status of Consultant

13.1 The Consultant is an independent contractor and not an employee of the Client.

13.2 Termination shall not constitute unfair dismissal; the Consultant shall not be entitled to compensation or redundancy payments.

## 14. Subcontracting

14.1 The Consultant may subcontract any of its obligations under this Agreement, provided that it gives the Client prompt written notice specifying the subcontracted obligations and the subcontractor in question.

14.2 The Consultant remains responsible to the Client for the performance of any subcontracted obligations.

## 15. General

15.1 No breach of any provision shall be waived except with the express written consent of the non-breaching party.

15.2 If any provision is held unlawful or unenforceable, the remaining provisions shall continue in full force.

15.3 This Agreement may be varied only by a written document signed by both parties.

15.4 Neither party may assign or transfer its rights or obligations under this Agreement without the other's prior written consent.

15.5 This Agreement is for the benefit of the parties and not intended to benefit any third party.

15.6 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

15.7 This Agreement shall be governed by and construed in accordance with English law.

15.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

## EXECUTION

SIGNED for and on behalf of TechNova Solutions Ltd

Name: Alexander Thompson

Title: Director

Date: 10 May 2025

SIGNED for and on behalf of HealthCare Rewards Inc

Name: Dr Emily Carter

Title: Chief Executive Officer

Date: 10 May 2025

## SCHEDULE 1 (SERVICES PARTICULARS)

### 1. Specification of Services

The Consultant shall provide end-to-end project management, systems analysis, software development, testing and deployment services to design, build and implement a Customer Relationship Management (CRM) system tailored to the Client's healthcare loyalty programme.

### 2. Specification of Deliverables

- A fully functional web-based CRM application, including back-office and customer portal modules.
- Technical design documentation and source code.
- User manuals and training materials.
- Delivery of two half-day on-site training sessions for administrative and support staff.
- A 12-month support and maintenance plan.

### 3. Timetable

- Project kick-off: 15 May 2025
- Phase 1 (Design & Requirements): 15 May–15 June 2025
- Phase 2 (Development): 16 June–31 August 2025
- Phase 3 (Testing & UAT): 1–30 September 2025
- Go-live: 15 October 2025

### 4. Client Materials

The Client shall provide:

- Access to existing customer data and system credentials.
- Branding guidelines, logos and style sheets.
- Historical project documentation and reporting requirements.

### 5. Financial provisions

- Fixed fee: USD 150,000 exclusive of VAT.
- Payment schedule:
  - 30% (USD 45,000) on signing of this Agreement.
  - 40% (USD 60,000) on completion of Phase 2.
  - 30% (USD 45,000) on successful go-live.

All invoices are payable within 30 days by bank transfer.

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