

CAREPATH WORLD WIDE PVT. LTD.

Excellence Path Guidance
2 Makram Ebeid Street, Cairo, Egypt

International Freelancer Business Development, Liaison & Consultancy Agreement

This International Freelancer Business Development, Liaison & Consultancy Agreement (the "Agreement") is executed on the Effective Date indicated below, between CarePath World Wide Private Limited, a company duly incorporated under the laws of Egypt, having its registered office in Cairo, Egypt, represented by its authorized signatory, Managing Director (the "Company"), of the first part; AND the individual identified in the signature block below, acting in their personal and professional capacity as an independent business development and liaison professional (the "Freelancer" or "Consultant"), of the second part. The Company and the Freelancer are hereinafter individually referred to as a "Party" and collectively as the "Parties".

1. Appointment & Status

The Company engages the Freelancer as an independent, non-exclusive Business Development, Liaison & Consultancy Representative for the agreed Territory. This Agreement creates a relationship of independent contractor only — not employment, agency, partnership, or joint venture. The Freelancer has no authority to bind the Company or accept payments on its behalf unless separately authorized in writing.

2. Scope of Work

The Freelancer shall promote the Company's healthcare assistance and medical facilitation services, identify and introduce prospective clients, facilitate meetings and preliminary discussions, and provide reasonable local operational support within the Territory, with the Company retaining sole authority over final commercial terms, contracting, and service delivery.

3. Commission

In consideration of services rendered, the Company shall pay the Freelancer a commission of 25% of the net profit generated from cases directly referred by the Freelancer, payable only once the Company has accepted the business in writing, delivered the relevant services, and received full, cleared payment from the client. No commission is payable on cancelled projects, unpaid invoices, bad debts, or business generated without the Freelancer's involvement.

4. Payment Terms

Payments are made in United States Dollars by wire transfer to an account nominated by the Freelancer, released within thirty (30) days of the Company receiving cleared payment from the client. Bank and currency-conversion charges outside the Company's remitting bank are borne by the Freelancer, who is solely responsible for any taxes arising on commission received.

5. Confidentiality

The Freelancer shall hold all business, client, and patient information in strict confidence, use it solely to perform obligations under this Agreement, and protect it against unauthorized access, use, or disclosure. This obligation survives termination of this Agreement for five (5) years, and indefinitely for trade secrets and client personal data, to the extent permitted by law.

6. Non-Circumvention & Non-Solicitation

During the term of this Agreement and for three (3) years thereafter, the Freelancer shall not directly or indirectly approach, solicit, or transact business with any client introduced through the Company for similar services, nor

induce any employee or contractor of the Company to terminate their engagement.

7. Anti-Bribery & Anti-Corruption

The Freelancer represents and warrants compliance with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, and shall not offer, promise, solicit, or accept any bribe, kickback, or improper payment in connection with business referred to the Company. Any violation constitutes a material breach entitling immediate termination.

8. Data Protection

Where the Freelancer processes personal data of clients or patients, such data shall be processed only as reasonably necessary to perform the services, in compliance with applicable data protection laws, including the EU GDPR where applicable, with appropriate technical and organizational safeguards.

9. Term & Termination

This Agreement commences on the Effective Date and remains valid for one year, renewable by mutual written consent. Either Party may terminate for convenience with thirty (30) days' written notice. The Company may terminate immediately, without compensation, for fraud, breach of confidentiality, violation of anti-corruption or sanctions provisions, or uncured material breach.

10. Governing Law & Dispute Resolution

This Agreement is governed by the laws of the Territory in which the Freelancer principally operates, with Egyptian law applying suppletively where the Territory's law is silent. Disputes shall first be addressed through good-faith negotiation, and if unresolved within thirty (30) days, shall be finally settled by arbitration under the rules of a mutually agreed arbitral institution, in the English language.

Signatures

For CarePath World Wide Private Limited

Authorized Signatory — Managing Director

Name: Hibat Allah Ibrahim

ID No.: on file with company records

Signature: _____ Date: _____

Freelancer / Consultant

Name: _____

Passport / National ID No.: _____

Country of residence: _____

Signature: _____ Date: _____