

NUMBER
ONEHEALTH

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The Number One Health Group Ltd

TERMS AND CONDITIONS OF SUPPLY

1 INTERPRETATION

1.1 In these conditions of supply the following words will (unless the context otherwise requires) have the following meanings:

“Conditions” the conditions set out below and overleaf.

“Confirmation” our communication to you by telephone, facsimile or email in respect of a given Order for Services confirming our agreement to supply such Services.

“Contract” the contract between us and you for the supply of the Services comprising these Conditions and any documents referred to in them.

“Order” your request to us by telephone, facsimile, email or, otherwise in writing, to provide the Services.

“Referral” any individual that you have identified to us within an Order as requiring the Services, including but not limited to, your staff.

“Report” the results of the Services relating to a given Referral including without limitation any data and narrative arising out of the Services where applicable.

“Sample” any and all specimens provided by the Referrals to us for testing under these Conditions as part of the Services.

“Services” the health services which may include without limitation, consultation, vaccination, testing and other health related services and/or such other services as we may expressly agree with you from time to time.

“we” / “us” / “our” Number One Health Ltd, a company registered in England and Wales with number 03980599 and whose registered office is 1 Harley Street, London, W1G 9QD.

“you” / “your” the company, firm, body or any representative thereof or any other person who orders the Services.

1.2 Any reference in these Conditions to “writing” or cognate expressions includes a reference to facsimile transmission, email or comparable means of communication.

1.3 The headings are for reference only and will not affect the interpretation of these Conditions.



1.4 We reserve the right at any time without liability to correct any clerical, typographical or other similar errors or omissions made by us.

1.5 References to statutes or statutory instruments shall be deemed to be references to those statutes or statutory instruments as the same may be amended or re-enacted from time to time.

2 APPLICATION OF TERMS

2.1 Subject to clause 2.3, these Conditions are the only conditions on which we are prepared to deal with you in relation to the Services and they will govern the provision of the Services.

2.2 No terms, conditions or warranties endorsed upon, delivered with, referred to or stipulated or contained in any purchase order or other similar document delivered or sent by you to us will form part of the Contract.

2.3 No variation to, waiver of or addition to these Conditions or any representation about the Services will have any effect unless it is expressly agreed in writing and contains a specific reference to these Conditions.

2.4 You must ensure that the content of your order for Services is complete and accurate.

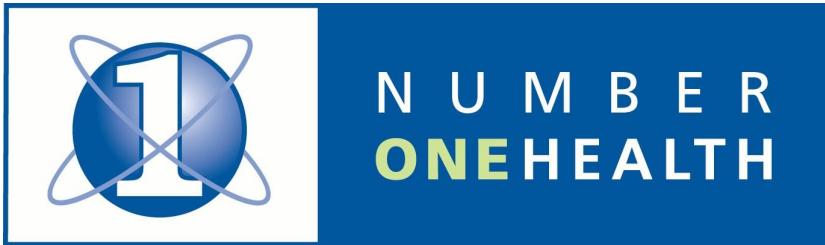
2.5 The Contract may only be cancelled by you if written notification of such cancellation is received by us prior to us undertaking the Services. You will indemnify us in full against all losses (including, without limitation, loss of profit), costs (including, without limitation, inventory and other commitments made by us as a result of such cancellation), damages, charges and expenses incurred (directly or indirectly) by us as a result of such cancellation.

3 THE SERVICES AND YOUR OBLIGATIONS

3.1 Following receipt of your Order and our Confirmation we shall provide Services to each Referral from time to time.

3.2 You are responsible for ensuring that each Referral attends their appointment promptly. You understand and accept that we shall not be able to provide Services to a Referral who is [significantly late] [late by [20] minutes or more] for their appointment.

3.3 We reserve the right to charge you a cancellation fee for time/resources wasted ("**Cancellation Fee**") in the event of any of the following eventualities:



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- (a) If the Referral arrives significantly late for their appointment in accordance with clause 3.2 herein;
- (b) if the Referral fails to attend a scheduled appointment; and
- (c) if you cancel an Order or change an appointment for a given Referral within 24 hours of the Referral's scheduled appointment.

Our Cancellation Fees are linked to the anticipated length of a scheduled appointment as detailed below:

A Cancellation Fee of £100 will be charged for appointments for Services expected to require 1¹/₂ hours and a Cancellation Fee of £200 will be charged for appointments for Services expected to require 2 or more hours;

- 3.4 You warrant that you have any required ethical permissions and approvals for the proposed Services including, where applicable, Referral consent in respect of us providing you with a Report. We shall have no liability if these permissions and approvals have not been properly granted.

4 DELIVERY

- 4.1 Any times specified or agreed by us for the delivery of the Services are given in good faith but are an estimate only. If no time is specified or agreed by us delivery will take place within a reasonable time. We will not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services.
- 4.2 Following the Services, we shall supply a Report (if any) to the Referral.
- 4.3 If you request a Report at the time of your Order we shall supply a Report to you by post, facsimile transmission or email. We will submit the Report to the address, facsimile number or email address provided by you.
- 4.4 In receiving a Report from us you undertake to comply in all respects with your obligations under Clause 3.1 (Referral consent) and Clause 9 (Confidentiality and the Data Protection Act 1998) herein.

5 RISK AND OWNERSHIP

- 5.1 Where applicable to a given Referral, upon receipt of Samples we shall verify the suitability of the Samples, as far as possible, before use. Provided that the samples are of satisfactory quality we will proceed with the performance of the Services and will provide the Report arising from the same.
- 5.2 The Samples will be disposed of following completion of the Services unless you instruct us otherwise, in which case retention or return will be at your cost and risk.

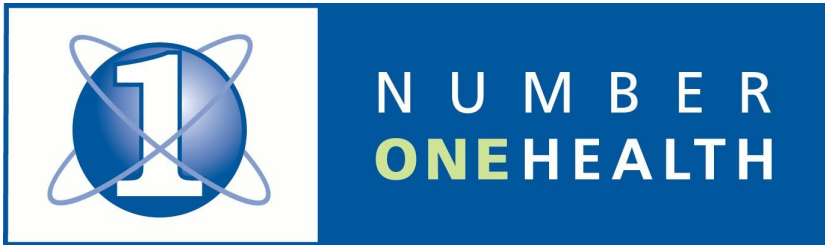


6 PRICE AND PAYMENT

- 6.1 Unless expressly agreed otherwise in writing by us, the Services are supplied by reference to our price list published by us from time to time.
- 6.2 You shall arrange for a Referral to pay the fees for the Services on the day of their appointment with us and in the event of a Referral not paying on the day of their appointment we shall invoice you and you shall pay us within 30 days of receipt of our invoice for the Services.
- 6.3 Subject to this clause 6.3, all fees are exclusive of VAT, which sum shall be added to the invoice and shall be payable by you. UK VAT is applicable to transactions within the European Union including the UK. For EU based organizations, registered outside the UK, supply of a valid VAT registration number is required, if you are to avoid UK VAT. Eligible bodies in the UK may qualify for zero rating under VATA 1994, Schedule 8, Group 15. Such organizations should check their eligibility status carefully and only supply a certificate where they are fully satisfied that zero-rating applies. Geneservice reserves the right to charge VAT where the customer does not provide a valid zero-rating certificate or where instructed to do so by HMRC.
- 6.4 No payment will be deemed to have been received until we have received the payment in full in cleared funds. Time for payment will be of the essence of the Contract.
- 6.5 All payments payable to us under the Contract will become due immediately on termination of this Contract despite any other provision of these Conditions.
- 6.6 You will make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 6.7 If you fail to pay us any sum due pursuant to the Contract, then without prejudice to our other rights and remedies you shall pay interest to us on such sum from the due date for payment at the statutory rate from time to time in force accruing on a daily basis until payment is made in full (whether before or after any judgement).

7 WARRANTIES

- 7.1 We warrant (subject to the provisions of this clause 6) that the Services will be performed:
- (a) safely and with reasonable care and skill;
 - (b) using properly qualified and experienced persons; and
 - (c) in accordance with English law.
- 7.2 We will not be liable for a breach of the warranties in clause 7.1 where and to the extent that a defect arises: from a Sample being of an inadequate quality such that the Services are unsuccessful; or as a result of a Referrals negligence;



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7.3 Subject to clause 7.2, if any of the Services do not conform with the warranties set out in clause 7.1 we will at our option and cost re-perform such Services or refund the price of such Services at the pro rata Contract rate.

7.4 We shall (subject to clause 8.2) have no further liability (in contract, tort (including, without limitation, negligence) or otherwise) for breach of any of the warranties in clause 7.1 in respect of the Services or any other term of this Contract.

8 LIMITATION OF LIABILITY

8.1 Save for the warranties given by us at clause 7.1, all warranties, conditions and other terms (whether implied by statute or otherwise) are, to the fullest extent permitted by law, excluded from the Contract.

8.2 Nothing in these Conditions excludes or limits our liability for fraudulent misrepresentation or for any death or personal injury caused by our negligence.

8.3 Subject to clause 7 and clause 8.1 and 8.2, we will not be liable to you in contract, tort (including, without limitation, negligence), misrepresentation or otherwise for any:

(a) economic loss of any kind (including, without limitation, loss of use, profit, anticipated profit, business, contracts, overhead recovery, revenue or anticipated savings);

(b) any damage to your reputation or goodwill: or

(c) any other special, indirect or consequential loss or damage

(even if we have been advised of such loss or damage) arising out of or in connection with the Contract.

8.4 Subject to the provisions of clause 7 and clause 8.1, 8.2 and 8.3, our total liability in contract, tort (including, without limitation, negligence), misrepresentation or otherwise arising out of or in connection with this Contract (a "Default") will be limited to the price paid or payable in respect of the Services (or the relevant part of the Services) to which the Default relates.

8.5 The provisions of this clause 8 shall survive the termination or expiry (for whatever reason) of this Contract.

9 CONFIDENTIALITY AND DATA PROTECTION

9.1 Each party shall keep strictly confidential all information concerning the business and affairs of the other obtained from the other either pursuant to this Contract or prior to and in contemplation of it, shall use the same exclusively for the purposes of this Contract, and shall disclose the same only to those of its directors and



employees to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Contract.

9.2 The obligations of clause 9.1 above shall survive the termination of this Contract but shall not apply to any information which:-

9.2.1 the recipient can demonstrate was already in its possession and at its free disposal prior to receipt under the circumstances mentioned at clause 9.1 above;

9.2.2 is subsequently disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing party; or

9.2.3 enters the public domain through no act or default of the recipient, its agents or employees.

9.3 We shall maintain the confidentiality of all patient information in accordance with the obligations of non-disclosure and non-use set forth in this clause 9 and shall at all times:

(a) process patient information in accordance with the provisions of this Contract solely for the purposes of the performance of the Services;

(b) process the patient information as your 'data processor' (as 'data processor' is defined in the Data Protection Act 1998 (the "DPA"));

9.4 Subject to you supplying patient information which is compliant in all respects with the DPA (including, without limitation, the eight Data Protection Principles contained in Schedule 1 of the DPA), we shall ensure that all patient information is processed and kept in accordance with your reasonable instructions.

9.5 You will keep us indemnified in full against all liability, loss, damage, claim, action, demand, expense or proceeding in respect of any breach by you of your obligations set out in the provisions of clause 9.4.

10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")

10.1 You will keep us indemnified in full against all liability, loss, damage, claim, action, demand, expense or proceeding in respect of any infringement or alleged infringement of any third party intellectual property rights resulting from any use by us of your Client Property or any compliance by us with your instructions, whether express or implied.

11 TERMINATION

11.1 We may terminate the Contract immediately if:

(a) you fail to pay the price on the due date;



- (b) you are in breach of any term of the Contract and have failed to remedy such breach within 28 days of receipt of written notice specifying the breach and requiring it to be remedied;
- (c) there is a material change in the ownership or control of you; or
- (d) you are wound up or become insolvent or have a receiver or administrative receiver appointed or suffer the appointment or the presentation of a petition for the appointment of an administration or any equivalent or analogous event occurs in any other jurisdiction.

11.2 The termination of the Contract (howsoever arising) will be without prejudice to any rights and remedies which may have accrued to either party.

11.3 Any Conditions which impliedly have effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry.

12 **FORCE MAJEURE**

We will not be liable to you or be deemed to be in breach of these Conditions by reason of any delay in performing or failure to perform any of its obligations under these Conditions if such delay or failure was beyond our reasonable control including, without limitation, fire, flood, strike or other industrial action of whatever nature. If we are unable to perform our obligations under these Conditions we will promptly notify you of the nature and extent of the circumstances in question.

13 **GENERAL**

13.1 You not without our prior written consent assign or transfer the Contract or any part of it to any other person.

13.2 We may without your prior written consent assign, transfer or subcontract the Contract or any part of it to any other person.

13.3 Each of rights or remedies under these Conditions are without prejudice to any other right or remedy which we may have under these Conditions or otherwise.

13.4 Any notice or other document to be served under the Contract must be in writing and may be delivered or sent by prepaid first class post or facsimile transmission. Any notice or document shall be deemed served, if delivered at the time of delivery, if posted, 48 hours after posting and if sent by facsimile transmission, at the time of transmission.

13.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it will, to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable and the



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remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

- 13.6 Failure or delay by either party in exercising any right or remedy provided by the Contract or by law will not be construed as a waiver of such right or remedy or a waiver of any other right or remedy.
- 13.7 A person who is not a party to the Contract will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.8 The Contract will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.