

TERMS AND CONDITIONS OF SUPPLY

These terms and conditions, as amended from time to time (the “**Conditions**”) set out the basis upon which we, **Medigold Health Consultancy Limited** (Company No. 03507491) with registered office address at Medigold House, Queensbridge, Northampton, NN4 7BF or another member of its group (in each case “**Medigold Health**”) agree to provide our goods (“**Goods**”) and/or services (“**Services**”), as more particularly set out in an Order or Specification (as defined below) to you the person or firm who purchases such Services from us (the “**Customer**”).

THE CUSTOMER’S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 12 (LIMITATION OF LIABILITY) .

1. Basis of contract

1.1 Each order from a Customer for our Goods and/or Services, as set out in the final version of Medigold Health’s order form provided to the Customer in writing or overleaf (as the case may be) (each an “**Order**”), constitutes an offer by the Customer to purchase the Goods and/or Services set out in the Order in accordance with these Conditions.

1.2 The Order will only be deemed to be accepted when Medigold Health issues written acceptance of the Order at which point a contract will come into existence for the provision of the Goods and/or Services from Medigold Health to the Customer on these Conditions (the “**Contract**”). The Contract will be effective from the Effective Date specified in the Order for a duration specified in the Order.

1.3 Any examples, descriptive matter or advertising issued by Medigold Health, and any descriptions or illustrations contained in Medigold Health’s marketing materials or website, are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They will not form part of the Contract or have any contractual force.

1.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.5 Any quotation given by Medigold Health will not constitute an offer and is only valid

for a period of 30 days from its date of issue.

2. Goods

2.1 The Goods are described in the Specification for those Goods or the Order (where there is no separate Specification for those Goods).

2.2 Medigold Health reserves the right to amend the Specification for any Goods if required by any applicable statutory or regulatory requirement, and Medigold Health will notify the Customer in any such event.

3. Delivery of Goods

3.1 Medigold Health will ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

3.2 Medigold Health will deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after Medigold Health notifies the Customer that the Goods are ready.

3.3 Delivery of the Goods will be completed on the completion of unloading of the Goods at the Delivery Location.

3.4 Any dates quoted for delivery of the Goods are approximate only.

3.5 Medigold Health will not be liable for any failure to deliver the Goods or late delivery of the Goods that is caused by a Force Majeure Event (as defined in clause 18.1) or the Customer's failure to provide Medigold Health with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.6 If Medigold Health fails to deliver the Goods, its liability will be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality, less the price of the Goods.

3.7 If the Customer fails to accept delivery of the Goods within five days of Medigold Health notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Medigold Health's failure to comply with its obligations under the Contract in respect of the Goods:

3.7.1 delivery of the Goods will be deemed to have been completed at 9.00 am on the fifth day following the day on which Medigold Health notified the Customer that the Goods were ready; and

3.7.2 Medigold Health will store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).

3.8 If fourteen days after the day on which Medigold Health notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, Medigold Health may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

3.9 If Medigold Health delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, Medigold Health will make a pro rata adjustment to the invoice for the Goods.

3.10 Medigold Health may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate contract. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

4. Quality of Goods

4.1 Medigold Health warrants that on delivery the Goods will:

4.1.1 conform in all material respects with their description and any applicable Specification;

4.1.2 be free from material defects in design, material and workmanship; and

4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.2 Subject to clause 4.3, if:

4.2.1 the Customer gives notice in writing to Medigold Health within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1;

4.2.2 Medigold Health is given a reasonable opportunity of examining such Goods; and

4.2.3 the Customer (if asked to do so by Medigold Health) returns such Goods to Medigold Health's place of business at the Customer's cost,

Medigold Health will, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.3 Medigold Health will not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:

4.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2;

4.3.2 the defect arises because the Customer failed to follow Medigold Health's instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

4.3.3 the Customer alters or repairs such Goods without the written consent of Medigold Health;

4.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

4.3.5 the Goods differ from their description or Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.4 Except as provided in this clause 4, Medigold Health will have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.5 These Conditions will apply to any repaired or replacement Goods supplied by Medigold Health.

5. Title and risk

5.1 The risk in the Goods will pass to the Customer on completion of delivery.

5.2 Title to the Goods will not pass to the Customer until Medigold Health receives payment in full (in cash or cleared funds) for the Goods and any other goods or Services

that Medigold Health has supplied to the Customer for which payment is due.

5.3 Until title to the Goods has passed to the Customer, the Customer will:

5.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Medigold Health's property;

5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Medigold Health's behalf from the date of delivery;

5.3.4 give Medigold Health such information as Medigold Health may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.

5.4 At any time before title to the Goods passes to the Customer, Medigold Health may require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. Supply of Services

6.1 Medigold Health will supply the Services to the Customer in accordance with the details set out in the Order or the written description or specification of the Goods/Services provided in writing by Medigold Health to the Customer with the Order (the "**Specification**") in all material respects.

6.2 Medigold Health will use all reasonable endeavours to meet any performance dates specified in the Order or the Specification, but any such dates will be estimates only and time will not be of the essence for performance of the Services.

6.3 Medigold Health reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Medigold Health will notify the Customer in any such event.

6.4 Medigold Health warrants to the Customer that:

6.4.1 the Services will be provided using reasonable skill, care and diligence;

6.4.2 in delivering the Services it will comply with all applicable laws and regulations;

6.4.3 it will use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Medigold Health's obligations are fulfilled in accordance with the Contract;

6.4.4 it will obtain and at all times maintain all licences and consents which may be required for the provision of the Services; and

6.4.5 it will observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises (subject to being notified of them by the Customer in reasonable time); and

6.4.6 it will keep all materials, equipment, data, documents and other property of the Customer ("**Customer Materials**") at Medigold Health's premises in safe custody at its own risk, maintain Customer Materials in good condition until returned to the Customer, and not dispose of or use Customer Materials other than in accordance with the Customer's written instructions or authorisation.

6.5 Unless expressly agreed between the parties in writing, the Services will not include:

6.5.1 verification or checking the accuracy of the Customer's data or other data received in good faith from the Customer's staff;

6.5.2 software development; or

6.5.3 management of queries received directly from the Customer's staff in relation to whom the Services are being provided.

7. Customer's obligations

7.1 The Customer will:

7.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

7.1.2 co-operate with Medigold Health in all matters relating to the Services;

7.1.3 provide Medigold Health, its employees, agents, consultants and

subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Medigold Health;

7.1.4 provide Medigold Health with such information and materials as Medigold Health may reasonably require in order to supply the Services (including providing any data required in Medigold Health's specified format), and ensure that such information is complete and accurate in all material respects, including providing updated information and data as and when any changes occur;

7.1.5 prepare the Customer's premises for the supply of the Services (where required);

7.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

7.1.7 keep all materials, equipment, data, documents and other property of Medigold Health ("**Medigold Materials**") at the Customer's premises in safe custody at its own risk, maintain Medigold Materials in good condition until returned to Medigold Health, and not dispose of or use Medigold Materials other than in accordance with Medigold Health's written instructions or authorisation;

7.1.8 comply with any additional obligations as set out in the Specification;

7.1.9 inform Medigold Health of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;

7.1.10 maintain records of and report to the Health and Safety Executive (or any successor body) all accidents, incidents and diseases in compliance with The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (as amended); and

7.1.11 at all times comply with all applicable laws and regulations.

7.2 If Medigold Health's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

7.2.1 without limiting or affecting any other right or remedy available to it, Medigold Health will have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to

relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Medigold Health's performance of any of its obligations;

7.2.2 Medigold Health will not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Medigold Health's failure or delay to perform any of its obligations as set out in this clause 7.2; and

7.2.3 the Customer will reimburse Medigold Health on written demand for any costs or losses sustained or incurred by Medigold Health arising directly or indirectly from the Customer Default.

7.3 The Customer will:

7.3.1 provide Medigold Health with a minimum of two complete Business Days' notice of the cancellation or postponement of any Services to have been provided at one of Medigold Health's medical centres; and

7.3.2 provide Medigold Health with a minimum of 10 Business Days' notice of the cancellation or postponement of any Services to have been provided at the Customer's premises or elsewhere.

7.4 If the Customer fails to provide notice of cancellation or postponement as specified in clause 7.3 above, Medigold Health reserves the right to charge the Customer for the Services which would have been provided had the Customer not cancelled or postponed with the required notice as well as for any losses or damages incurred by Medigold Health as a result of such failure to provide the required notice.

8. Charges and payment

8.1 The charges for the Goods and/or Services ("**Charges**") will be calculated as set out in the Order.

8.2 In addition to the Charges, Medigold Health will be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Medigold Health engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Medigold Health for the provision of the Goods and/or performance of the Services, and for the cost of any materials.

8.3 Medigold Health will invoice the Customer as set out in the Order or, if not specified on completion of delivery of the Goods and/or Services to which the relevant Charges relate.

8.4 The Customer will pay each invoice submitted by Medigold Health:

8.4.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by Medigold Health and confirmed in writing to the Customer; and

8.4.2 in full and in cleared funds to a bank account nominated in writing by Medigold Health.

8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by Medigold Health to the Customer, the Customer will, on receipt of a valid VAT invoice from Medigold Health, pay to Medigold Health such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

8.6 If the Customer fails to make a payment due to Medigold Health under the Contract by the due date, then, without limiting Medigold Health's remedies under clause 13, the Customer will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time.

8.7 Medigold Health reserves the right to update its Charges:

8.7.1 from time to time for any future Orders;

8.7.2 for any current and future Orders where the nature of the Goods and Services has had to change as a result of changes in any laws, regulatory requirements or applicable codes of practice; and

8.7.3 once per year in accordance with the percentage increase (if any) recorded in the UK Retail Price Index (RPI) for the preceding twelve-month period.

8.8 All amounts due under the Contract will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual property rights

9.1 The Customer acknowledges and agrees that:

9.1.1 all Intellectual Property Rights and all other rights in the Specifications, the Medigold Materials and the Software will be the sole property of Medigold Health (and/or its licensors, as applicable); and

9.1.2 all Intellectual Property Rights and all other rights in any deliverables set out in the Order or otherwise agreed to be provided by Medigold Health (“**Deliverables**”) (including all such rights in the Software) will, on creation, vest in Medigold Health.

9.2 Medigold Health grants to the Customer a non-exclusive, non-transferable, perpetual, royalty-free and irrevocable licence to use and to copy the Deliverables as required in order to receive the full benefit of the Services in its organisation, subject to the terms of the Contract and save that the Customer may not alter or amend the Deliverables in any way or disseminate them to any third parties without Medigold Health’s prior written consent.

9.3 Medigold Health acknowledges and agrees that all Intellectual Property Rights and all other rights in the Customer Materials will be the sole property of the Customer. The Customer hereby grants to Medigold Health a non-exclusive, perpetual, royalty-free and irrevocable licence to use the Customer Materials for the purposes of Medigold Health complying with its obligations and enforcing its rights under the Contract and for anonymised aggregated benchmarking purposes.

10. Software

10.1 Medigold Health hereby grants to the Customer a non-exclusive, non-transferable, revocable licence for the term of the Contract to access and use and to permit authorised members of the Customer’s staff to access and use, Medigold Health’s software where included with any Services (the “**Software**”) as notified to the Customer in writing, to the extent necessary to receive the benefit of the Services.

10.2 The Customer will and will procure that its staff comply with all applicable terms of use for the Software and Medigold Health reserves the right to suspend or terminate a Customer or staff member’s access to the Software if they fail to do so.

10.3 The Customer indemnifies Medigold Health for all liabilities, costs, expenses, damages and losses incurred by Medigold Health as a result of any misuse of or non-compliance with the terms of use for the Software.

11. Data protection

11.1 The parties will comply with their data protection obligations as set out in the [DSA](#), the terms of which are hereby incorporated by reference. The DSA sets out how we will process Personal Data in connection with the Services provided under these Conditions.

12. Limitation of liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in the Contract limits; any liability which cannot legally be limited, including liability for:

12.2.1 either party's liability for death or personal injury caused by negligence;

12.2.2 either party's liability for fraud or fraudulent misrepresentation;

12.2.3 either party's liability for any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

12.2.4 either party's liability for any other liability which cannot legally be limited or excluded; and

12.2.5 the Customer's payment obligations under the Contract.

12.3 Subject to clause 12.2, Medigold Health's total liability to the Customer:

12.3.1 for loss arising from Medigold Health's failure to comply with clause 9 (Intellectual Property Rights), clause 11 (Data Protection) or clause 15 (Confidentiality) will not exceed £1,000,000; and

12.3.2 for all other loss or damage will not exceed the value of the Charges paid or payable by the Customer for the Services in the 12 months preceding the date of the liability arising.

12.4 Subject clause 12.2, this clause 12.4 sets out the types of loss that are wholly excluded:

12.4.1 loss of profits.

12.4.2 loss of sales or business.

12.4.3 loss of agreements or contracts.

12.4.4 loss of anticipated savings.

12.4.5 loss of use or corruption of software, data or information.

12.4.6 loss of or damage to goodwill; and

12.4.7 indirect or consequential loss.

12.5 Medigold Health has given commitments as to compliance of the Services with relevant specifications in clause 2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.6 This clause 12 will survive termination of the Contract.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party three months' written notice.

13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

13.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

13.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

13.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Without affecting any other right or remedy available to it, Medigold Health may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

13.4 Without affecting any other right or remedy available to it, Medigold Health may suspend the supply of Services under the Contract or any other contract between the Customer and Medigold Health if:

13.4.1 the Customer fails to pay any amount due under the Contract on the due date for payment;

13.4.2 the Customer becomes subject to any of the events listed in clause 13.2.3 or clause 13.2.4, or Medigold Health reasonably believes that the Customer is about to become subject to any of them; and

13.4.3 Medigold Health reasonably believes that the Customer is about to become subject to any of the events listed in clause 13.2.2.

14. Consequences of termination

14.1 On termination or expiry of the Contract:

14.1.1 the Customer will immediately pay to Medigold Health all of Medigold Health's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Medigold Health will submit an invoice, which will be payable by the Customer immediately on receipt;

14.1.2 the Customer will return all of Medigold Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Medigold Health may enter the Customer's premises and take possession of them. Until they have been returned, the Customer will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

14.1.3 Medigold Health will return all of the Customer Materials to the Customer, except for any confidential information required by Medigold Health for legal or audit purposes (subject to such confidential information remaining subject to the obligations of confidentiality in these Conditions) and any anonymised and aggregated data arising from the Contract; and

14.1.4 the Customer's licence to use the Software will cease immediately and the Customer will ensure that all of its personnel immediately cease use of the Software.

14.2 Termination or expiry of the Contract will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract will remain in full force and effect.

15. Confidentiality

15.1 Each party undertakes that it will not at any time, disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party, except as permitted in these Conditions.

15.2 Each party may disclose the other party's confidential information:

15.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party will ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and

15.2.1 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Neither party will use the other party's confidential information for any purpose other than to perform its obligations under the Contract and to comply with its legal and regulatory obligations.

16. TUPE

16.1 It is the parties' commercial intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended and / or replaced from time to time) (the "**TUPE Regulations**") will not apply to any transfer of the Services or any part of the Services, either upon the commencement or termination of the Contract.

16.2 The Customer warrants and represents to Medigold Health that in respect of the transfer of the provision of the Services from the Customer internally or from a contractor of the Customer to Medigold Health upon the commencement of the Contract that there are no employees of the Customer or any contractor of the Customer ("**Relevant Employees**") to whom the TUPE Regulations will apply and that the TUPE Regulations will not have the effect of transferring any contract of employment of any Relevant Employees to Medigold Health upon or at any time following commencement of the Contract.

16.3 If upon or at any time on or following commencement of the Contract any Relevant Employee claims that their employment should have or has transferred to Medigold Health as a result of the provisions of the TUPE Regulations, then:

16.3.1 Medigold Health may within 30 Business Days of becoming aware of any such claim, terminate such person's employment;

16.3.2 the Customer will indemnify Medigold Health in full against any actions, proceedings, costs, claims, demands, awards, fines, orders, expenses and liability whatsoever (including legal and other professional fees and expenses) in relation to such person whether arising directly or indirectly out of or in connection with such termination or otherwise, and against any sums payable to or in relation to such person in respect of his/her employment from the commencement of the Contract the date of such termination pursuant to clause 16.1; and

16.3.3 when reasonably required to do so by Medigold Health, the Customer will assist Medigold Health in taking and/or defending any proceedings by and/or against Medigold Health in connection with the termination of such employment.

17. Notices

17.1 Any notice given to a party under or in connection with the Contract will be in writing and will be delivered and deemed received as follows:

Method of	Address	Date of Receipt
-----------	---------	-----------------

Delivery		
By hand	<p>The recipient's registered office address (if a company) or its principal place of business (in any other case).</p> <p>Any notices to Medigold Health will be marked for the attention of Sebastian Goldsmith (General Counsel).</p>	At the time the notice is left at the address.
By pre-paid	<p>The recipient's registered office address (if a company) or its principal place of business (in any other case).</p> <p>Any notices to Medigold Health will be marked for the attention of Sebastian Goldsmith (General Counsel).</p>	At 9.00am on the second Business Day after posting.
By e-mail	<p>In the case of Medigold Health, to legal@medigold-health.com.</p> <p>In the case of the Customer, to the email address specified in the Order or, in the absence of any email address, to the main email address used for the purposes of the Contract.</p>	At 9.00am on the Business Day following transmission.

17.2 This clause 17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18. General

18.1 Force majeure – Neither party will be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a “**Force Majeure Event**”).

18.2 Assignment and other dealings –Medigold Health may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer will not assign,

transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Medigold Health.

18.3 Entire agreement -The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and will have no remedies in respect of any statement, representation, assurance or warranty that is not set out in the Contract.

18.4 Variation - Except as set out in these Conditions, no variation of the Contract will be effective unless it is in writing and signed by the parties (or their authorised representatives). Medigold Health may, from time to time and without notice, vary these Conditions in order to comply with any applicable safety or statutory requirement and may, from time to time vary the Goods and/or Services at its discretion, provided that such variation does not materially affect the nature or quality of the Goods and/or Services or their intended purpose.

18.5 Waiver - A waiver of any right or remedy under the Contract or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law will prevent or restrict the further exercise of that or any other right or remedy.

18.6 Severance - If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract deleted under this clause 18.6 the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.7 Third party rights - Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.8 Governing law & jurisdiction - The Contract, and any dispute or claim arising out of

or in connection with it or its subject matter or formation will be governed by and construed in accordance with English law and the English courts will have exclusive jurisdiction to settle any such dispute or claim.

19. Interpretation

19.1 The following rules of interpretation will apply to the Contract:

19.1.1 a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time;

19.1.2 any words following the terms **including, include, in particular, for example** or any similar expression, will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms;

19.1.3 reference to **writing** or **written** includes email but not fax;

19.1.4 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to the Contract. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

19.1.5 a **"Business Day"** will mean a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

19.1.6 "DSA" means the Data Sharing Agreement set out in the Legal Centre from time to time; and

19.1.7 "Intellectual Property Rights" will mean know how, trade secrets and other confidential information, registered designs, copyrights, data, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid terms, rights in the nature of any of the aforesaid items in any country or jurisdiction and rights to sue for passing off.

19.1.8 "you", "your" or "Customer" means the company or entity receiving the Services and identified in the applicable account record, billing statement, online

subscription process, or Order as the customer and your Affiliates included in the scope of your purchase.