

Healthtechno Solutions Ltd ("HTSL") Standard Terms and Conditions of Business

This document sets out the terms upon which we undertake client assignments and charge for our services.

1 RESPONSIBILITIES

- 1.1. We will inform you or your appointed representative/consultant who will be responsible for our work on your behalf prior to commencement of the services.
- 1.2. If you have a problem with our services which you are not able to resolve with the person handling the matter, or with the Director responsible for the services, then please contact our Managing Director, Dr Farhang Daemi, who will make every effort to deal with any difficulty as quickly as possible.
- 1.3. It is herein warranted that the person accepting our proposal on your behalf has the necessary authority to do so and has complied with any internal procedures before making the commitment.
- 1.4. All assignments are undertaken on the agreement and strict understanding that you will not induce members of HTSL's staff to seek employment with you nor offer employment to HTSL's staff as follows. You agree that:
 - a. for a period of 12 months following termination of our agreement you will not, either on your own or in partnership or association with any person, firm, company, or organisation or otherwise directly or indirectly solicit or entice away (or attempt to solicit or entice away):
 - i. Anyone from HTSL employment, anyone who is employed or engaged in any services which relate to or are relevant to the client assignment which is the subject matter of this agreement; and/or
 - ii. any customer of HTSL's who is in receipt of any services which relate to or are relevant to the client assignment which is the subject matter of this agreement.
- 1.5. You acknowledge that in the event of any breach of your obligations under this clause 1.4 we may, as a result, incur significant costs, fees, expenses and loss of revenue in respect of recruitment of a new member of staff. With this in mind you agree you will:
 - a. indemnify, and keep us indemnified, up to the amount equal to the reasonable costs, fees, disbursements, expenses and loss of revenue (plus any applicable VAT) which will have been incurred by us as a result of your breach of this clause 1.4;
OR, at our sole discretion;
 - b. pay us liquidated damages in the sum of the equivalent of 13 weeks at the scale rate of the individual concerned.

These conditions will apply to us mutatis mutandis in respect of your staff.

1.6 It is further agreed by you to ensure that our consultants will be provided with the necessary accommodation, facilities (including secure storage facilities for confidential data) and secretarial assistance normally available to the client's own senior executives.

2 FEES

2.1 Our fees will be calculated an hourly or daily rate and / or success fees as set out in Letter of Engagement, which will be reviewed from time to time.

2.2 The rates as referred to in our Letter of Engagement reflects the seniority of the person handling the matter and you will be notified of the hourly or daily rates which apply. Our fee rates are normally revised in January of each year. An increase of 5% per annum will apply unless you are notified that the increase is either higher or lower than that figure or we have agreed to fix the rates for the period of the assignment.

2.3 In addition to our own professional fees, we will charge you all reasonably incurred expenses incurred on your behalf, such as travelling expenses, overnight accommodation, couriers, specialist software, training, materials, large numbers of reports etc. VAT will be applied at the prevailing rate.

2.4 If your brief changes or a project becomes more complex or time consuming than envisaged we will, wherever possible, advise you of any revision to our budget estimate.

2.5 Subject to our Letter of Engagement setting out our charges on a specific percentage basis for sales and business development, these will stand unless a specific fee arrangement has been agreed (such as a fixed fee arrangement) and confirmed in writing.

3 ARRANGEMENTS FOR PAYMENT OF FEES

3.1 Prior to the start of the assignment a payment schedule will be agreed with your representative.

3.2 ***HOURLY/DAILY RATE*** unless agreed otherwise, you will be invoiced monthly for work carried out to the end of the previous month, and our invoice will provide you with basic information on fees and expenses incurred during the period concerned.

3.3 Once investment or contracts are achieved, we will raise an invoices within 14 days for the appropriate sum plus any reasonable costs incurred in dealing with the project.

3.4 We are happy to provide a more detailed breakdown should you request it, however we reserve the right to add on the reasonable costs incurred if the details needed result in consultants spending additional time on the project.

3.5 Without limiting any other right or remedy we may have, in the event that undisputed invoices are not settled by the due date, we reserve the right, in accordance with the Late Payment of Debt (Interest) Act 1998, to charge interest (compound monthly) at 8% above the Bank of England Base Rate, until the debt is settled.

3.6 In the event of any account not being paid, we reserve the right to suspend the arrangement without notice and decline to further advise and assist you until such time as the outstanding balance is settled.

3.7 All payments due from you shall be made in full without any deduction or withholding except as required by law, and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

4 STORAGE OF PAPERS

We normally store all files for a minimum of six years, in any manner we see fit, and thereafter they may be destroyed. We reserve the right to store files in any way including the storage of any electronic information.

5 CONFIDENTIALITY

5.1 Each party undertakes that it shall not at any time during this agreement, and for a period of three years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 5.2.

5.2 Each party has permission to disclose the other party's confidential information:

- a. to its employees, officers, representatives or advisers who have a requirement to know such information for the purposes of properly carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 5; and
- b. as may be required by law, court order or any governmental or regulatory authority.

5.3 No party shall use any other party's confidential information for any purpose other than to properly perform its obligations under this agreement.

6 INTELLECTUAL PROPERTY

6.1 We expect all parties to respect all intellectual property rights between parties.

6.2 It is agreed that we will maintain ownership of all intellectual property vested in any materials, designs, or protectable property which we create, publish or otherwise bring to existence.

6.3 We agree to grant you a non-exclusive licence herein to use such reasonable intellectual property of ours as is necessary for profitable use or reuse. We have clear processes which have been accepted for sourcing, generating new and assigning the rights of intellectual property.

6.4 You agree to not infringe our intellectual property rights, automatic, registered or implied, under any circumstances nor will we infringe yours. In the event that you are in breach of this obligation, you agree to indemnify us and keep us indemnified for any amount equal to the reasonable costs, fees, disbursements, expenses and loss of revenue (plus any applicable VAT) which will have been incurred by us as a result of your breach of this clause 6.

6.5 In the event you become aware of any potential, threatened or actual infringement of our intellectual property rights you agree to notify us without delay.

6.6 Any decisions regarding infringement of our intellectual property rights will be our sole responsibility and you submit that you have no authority to make any decisions on how to proceed with infringement.

6.7 Failure to comply with Clause 6.6 above will be considered a material breach of our agreement and can result, at our exclusive discretion, in immediate termination of the agreement.

7 DEFAULT FOR NON-ATTENDANCE

7.1 Consulting assignments: In the event that participants do not attend scheduled meetings or workshops with our consultant, we reserve the right to charge the client the standard consulting rate of £550.00 + VAT.

7.2 Workshops: In the event that participants do not attend workshops with our consultant, we reserve the right to charge the client the previously notified attendance fee.

8 CANCELLATION TERMS

8.1 Training courses: In the event that the minimum number of participants do not attend on agreed dates, we reserve the right to cancel the course and charge the client the minimum course charges.

8.2 Course delivery will be subject to cancellation charges at the following rates:

- a. Courses cancelled up to four weeks prior to delivery will attach no cancellation fee.
- b. Courses cancelled between four and two weeks of delivery will incur a fee equivalent to 50% of the delivery cost.
- c. Courses cancelled within two weeks of delivery will incur the full fee.

9 LIMITATION OF LIABILITY

9.1 Nothing in these terms and conditions of business shall limit or exclude our liability for:

- a. death or personal injury caused by negligence; or
- b. fraud or fraudulent misrepresentation;

9.2 Subject to clause 9.1:

- a. we shall under no circumstances whatsoever, be liable to the you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with our agreement; and

- b. our total liability to you in respect of all other losses arising under or in connection with the agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount you have agreed to pay for our services.

9.3 Except as set out in these terms and conditions of business, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.4 This clause 9 shall survive termination of the agreement.

10 TERMINATION

10.1 Without limiting its other rights or remedies, we may terminate the agreement with immediate effect by giving written notice to you if:

- a. you commit a material breach of the terms of the agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
- b. you suspend, or threaten to suspend, payment of your debts or are unable to pay debts as they fall due or admit inability to pay debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
- c. you commence negotiations with all or any class of creditors with a view to rescheduling any debts, or make a proposal for or enter into any compromise or arrangement with creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies;
- d. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with you being wound up other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- e. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- f. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you;
- g. a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- h. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- i. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(h) (inclusive);

- j. you suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of its business; or

10.2 Without limiting our other rights or remedies, we may terminate the agreement with you with immediate effect by giving written notice to you if you fail to pay any amount due under this agreement on the due date for payment.

10.3 Without limiting our other rights or remedies, we shall have the right to suspend provision of the services due under the terms of this agreement or any other contract or agreement between us, if you become subject to any of the events listed in clause 9.1(b) to clause 9.1(l), or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under our agreement on the due date for payment.

11 CONSEQUENCES OF TERMINATION

11.1 On termination of our agreement due to your default,

- a. you shall immediately pay to us all outstanding sums and, in respect of services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt; and
- b. you will be responsible for payment of any fees and expenses associated with HTSL's ceasing to act and the transfer of work to an advisor of your choice.
 - i) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of HTSL's agreement which existed at or before the date of termination or expiry; and
 - ii) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12 GENERAL

12.1 Force majeure:

- a. For the purposes of our agreement, Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, war or terrorism;
- b. We shall not be liable to you as a result of any delay or failure to perform our obligations under this agreement as a result of a Force Majeure Event.

12.2 If the Force Majeure Event prevents us from providing any of the services required under the terms of our agreement for more than 6 weeks, we shall, without limiting our other rights or remedies, have the right to terminate our agreement immediately by giving written notice to you.

12.3 Assignment and subcontracting:

- a. We may at any time subject to your written consent, such consent not to be unreasonably withheld, assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under our agreement and may subcontract or delegate in any manner any or all of our obligations under the agreement to any third party or agent although notwithstanding any assignment or subcontract we shall remain principally liable under our obligations hereunder.
- b. You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the agreement.

12.4 Notices:

- a. Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office in the case of you being company or in any other case your principal place of business, or sent by email to the other party's main email address.
- b. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on that day if it successfully transmitted before 4pm, or if after 4pm then the following business day.
- c. For the avoidance of doubt, a business day shall be deemed to be a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

12.5 Waiver:

- a. A waiver of any right under the agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- b. Unless specifically provided otherwise, rights arising under the agreement are cumulative and do not exclude rights provided by law.

12.6 No partnership: Nothing in the agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.7 Third parties: A person who is not a party to the agreement shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

12.8 Variation: Except as set out in these terms and conditions of business, any variation, including the introduction of any additional terms and conditions, to the agreement, shall only be binding when agreed in writing and signed by us.

12.9 Severance: Should any of our terms of business be held to be invalid, the remainder will continue with full force and effect.

12.10 Governing Law: These terms of business shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of this engagement or those terms shall be subject to the exclusive jurisdiction of the English Courts.

13 ACCEPTANCE OF THESE CONDITIONS

13.1 Unless otherwise agreed and confirmed in writing or in so far as they may conflict with Letter of Engagement, the terms of business shall apply to any future instructions given by you to Healthtechno Solutions Limited.

13.2 These terms nonetheless apply to all client assignments undertaken by us without exception, to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

13.3 These terms and any other agreement made in writing (and which is to include email in this context) constitute the entire agreement between the parties and you acknowledge that you have not relied on any statement, promise or representation made or given by us otherwise.