

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is made effective [redacted] ("Effective Date") by and between Surgery Hero Limited, a company registered in England and Wales under registered number 12607401 with registered office address of Surgery Hero, Surgery Hero, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX trading as Sword Health ("Sword") and [redacted], a [redacted] [redacted] ("Client"). Each of Sword and Client is referred to herein as a "party" and collectively as the "parties" to this Agreement.

WHEREAS, Sword has developed and offers multi-component digital health and wellness services ("Services") provided via Sword's proprietary platform comprised of websites, mobile apps, devices and other technology and services ("Platform"); and

WHEREAS, Client desires to engage with Sword to make such Services and the Platform available to Client's eligible personnel ("Participants").

NOW, THEREFORE, In consideration of the mutual agreements and promises set forth herein, the parties hereby agree as follows:

1. SERVICES.

1.1. Sword Responsibilities. Sword shall provide Services to Client, and to the Participants that choose to enroll in the Services, in accordance with this MSA, and as more fully described in an applicable SOW (the SOWs, together with the MSA, the "Agreement"). Each SOW shall include, at a minimum, the applicable Services description, pricing and duration. No SOW shall be deemed binding until signed by both parties. Subject to the terms of this Agreement, Sword permits Client and Participants to access and use the Platform as set forth in an applicable SOW for the duration of the SOW. Sword shall maintain complete and accurate records concerning the provision of the Services, as required by applicable law.

1.2. Client Responsibilities. Client shall provide to Sword accurate Client and Participant information and data as necessary for the purposes of eligibility, use and promotion of the Services, including updates thereto from time to time, and Client shall obtain all rights and necessary consents to provide such information. Client shall also (i) use commercially reasonable efforts to market and promote the applicable Services as a benefit to Participants during the duration of each SOW, and (ii) perform any other agreed-upon Client obligations in a timely

manner, as may be provided in an SOW or otherwise.

1.3. Provider Entities. Client acknowledges that portions of the Services use Services using clinical and non-clinical personnel (collectively, "Specialists"). For clarity, a Specialist may be a licensed physical therapist, a pelvic health specialist, a wellness specialist, a psychologist, physiotherapist, or other appropriate professional, as required by the particular Services. Those Specialists who deliver clinical services hold appropriate credentials and/or licenses as necessary for the Services being provided to Participants hereunder. Sword does not exercise any control over the clinical judgment of any licensed Specialist.

1.4. Dependencies. The parties agree that Sword's ability to provide the Services is dependent upon and subject to (i) Client's cooperation in providing necessary information and assistance as provided in this Agreement or as reasonably requested by Sword, (ii) any changes in the scope of a relevant SOW or other dependencies, if any, identified in a SOW, and (iii) changes in applicable law. Any delay in Sword's performance of the Services shall be excused to the extent such delay is reasonably caused by Client (or its affiliates or agents) or Participants, and Sword shall inform Client of any such occurrence, on such occurrence becoming known

to Sword, within a reasonable time. Client shall be responsible for, and assumes the risk for, all information and data supplied by Client, or at Client's direction, to Sword, including all consents necessary to provide such information or data. In addition, Client acknowledges that Participants must have a sufficient internet connection and recent compatible iOS or Android mobile device to access the Platform and use Services, and Sword shall not be responsible or liable for a Participant's inability to access or use Services due to insufficient internet access or mobile devices.

1.5. Service Updates and Changes. Sword continuously improves the Services and Platform, and may deploy updated or different versions or features, or test new modules or devices, with Participants from time to time at the sole discretion and cost of Sword, [provided that the level of Services under an active SOW shall not materially differ from those set forth in an SOW]. In addition, Sword may offer new or enhanced Services or Platform features from time to time, and Sword will provide notice to Client and Participants related to such offerings, including, as necessary, any supplemental terms. Without affecting any other right or remedy Sword reserves the right at any time, in its sole discretion, to change or discontinue all or a portion of the Services or Platform to comply with applicable law, and Sword shall use reasonable efforts to provide Client with advance notice thereof.

2. FEES; PAYMENT TERMS.

2.1. Invoices. Sword will invoice Client monthly for the Services fees set forth in the applicable SOW. Such fees are stated exclusive of applicable taxes, duties, or other regulatory or governmental charges or fees which may be assessed on the Services or Platform, payment all of which are the responsibility of Client. All payment obligations are non-cancellable and fees paid are fully-earned and non-refundable.

2.2. Payment. Client shall pay to Sword the Services fees due within thirty (30) days after Client receives an invoice in accordance with this Section, unless otherwise specified in the

applicable SOW. Client's account will be considered delinquent (in arrears) and Client in breach if payment in full of all amounts not otherwise subject to a good faith dispute is not received by the due date. If any undisputed amount is overdue, Sword may, in its sole discretion, charge interest at the rate of 2% of the outstanding balance per month or the maximum rate permitted by law, whichever is greater, from the date such payment was due until the date paid. The Parties agree to work in good faith to resolve any disputes regarding the fees due under this section within sixty (60) days of the invoice date. Sword reserves the right to suspend or terminate all or a portion of the Services under this Agreement when undisputed fees due under this Section are more than sixty (60) days in arrears. For invoices paid within ten (10) days of receipt, Client shall receive a 1% credit on the amount of such invoice, to be applied to the subsequent invoice.

3. TERM; TERMINATION.

Defined terms within section 3:

"Change in Law" means any change in the applicable law or in the judicial or administrative interpretation of the applicable law or any rules relating to the Platform or the Services, in each case after the Effective Date which affects or relates to the obligations of each Party.

"Control" means:

- (i) the ownership of more than 50% of the voting rights of a Party;
- (ii) the possession of or entitlement to acquire more than 50% of the issued share capital of a Party; or
- (iii) on any distribution by it of all of its income or the majority of its assets on a winding up.

"Unsecured Entity" means an individual or entity which:

- (i) _____ is a competitor of the relevant Party;
- (ii) _____ is in breach of a law or regulation

relating to money laundering, bribery or corruption in relation to laws or regulations of G-20 countries; or

(iii) is subject to embargoes, is in violation of any export controls, restrictions or sanctions imposed by or relating to any G-20 countries or is a sanctioned person.

3.1. Term. This MSA shall commence on the Effective Date and remain in effect for thirty-six (36) months; thereafter this Agreement shall automatically renew for ongoing thirty-six (36) month periods unless either party notifies the other of non-renewal at least one-hundred eighty (180) days prior to a renewal date ("Term").

3.2. Termination for Cause. Either party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the counterparty if such counterparty materially breaches this Agreement and such breach remains uncured at the expiration of 30 days from the date the party in breach was notified, (ii) immediately if the counterparty becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors or its financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy (iii) immediately if a counterparty violates its confidentiality obligations hereunder upon Client's failure to pay any undisputed amounts owed to Sword under such SOW are overdue by more than sixty (60) days pursuant to section 2.2 of this Agreement, (v) a Change in Law renders the Services illegal or unenforceable or adversely affects the ability of either Party to comply with its obligations under this Agreement; (vi) a Change of Control occurs in relation to the Client (and the entity taking control is an Unsuitable Entity); and (vii) by reason of a Force Majeure Event set out in section 11.2.

3.3. Effect of Termination. In the event of a non-renewal of this Agreement (but not in the event of termination for cause), any SOWs then in effect that specify an ongoing SOW duration shall remain in effect in accordance with their terms; and the provisions of this Agreement shall remain in effect with respect to such SOWs until expiration. The termination of this Agreement for cause shall terminate all SOWs then in effect. Upon the termination of this Agreement for cause, Client shall pay any unpaid fees covering the remainder of any SOW term on all applicable SOWs. In no event shall any termination relieve Client of the obligation to pay any undisputed fees payable to Sword for the period prior to the effective date of termination.

4. CONFIDENTIAL INFORMATION.

4.1. Defined terms within section 4:

"Confidential Information" means all information that one party (or its affiliate) discloses to the other party (or its affiliate) under this Agreement that is marked as confidential or would reasonably be considered confidential information under the circumstances, provided that it does not include information that (i) is independently developed by the recipient, (ii) is rightfully given to the recipient by a third party without confidentiality obligations, or (iii) becomes public through no fault of the recipient.

4.2. Confidentiality & Non-Disclosure. With respect to the Confidential Information of the other party, each party agrees: (i) to only use such Confidential Information for the purposes of the performance of its obligations and exercise of its rights under this Agreement; (ii) to not disclose such Confidential Information to any third party without the other party's prior written consent, other than to its authorized employees and officers, directors, contractors, and agents, and those of its affiliates, in each case subject to written confidentiality obligations not less protective than this paragraph (collectively, the "Representatives") on a need-to-know basis; and (iii) to take measures that, in the aggregate, are no less protective than those measures it uses to

protect the confidentiality of its own comparable Confidential Information, but in no event will either party exercise less than reasonable care. A party may disclose Confidential Information of the other party when legally compelled by a court or other government authority, provided that, to the extent permitted by law, the recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem appropriate. For the avoidance of doubt, the parties agree that where a party is in reasonable compliance with the requirements of this Section, the unauthorized access to or acquisition of data by a third party due to a data breach shall not be deemed a breach of this Agreement.

4.3. Non-Disclosure of Agreement. Except as expressly set forth in this Agreement, both parties agree that they will not disclose the terms of this Agreement (including pricing) without the written consent of the other party; provided, however, that nothing in this Agreement will prohibit disclosure: (i) to either party's Representatives on a need-to-know basis; (ii) as may be required to enforce or defend any action regarding the provisions of this Agreement; (iii) as may be required by law or rules of a regulatory body or governmental regulation; or (iv) in connection with any legal, governmental or regulatory proceeding so long as the recipient complies with other Sections of this Agreement as applicable.

4.4. Remedies. The parties each agree that any disclosure of Confidential Information of the other party in violation of this Agreement could cause irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Thus, notwithstanding other provisions of this Agreement, the party whose Confidential Information has been disclosed will be entitled to apply for any injunctive relief, or other order restraining any breach or threatened breach of confidentiality, and for any other relief as such party deems appropriate. This right will be in

addition to any other remedy available in law or equity.

5. PROPRIETARY RIGHTS.

5.1. Defined terms within section 5:

Intellectual Property or "IP" means rights in patents, copyrights, trademarks, trade secrets, and database rights and in any other intellectual property rights (registered or unregistered) throughout the world.

5.2. Ownership of IP. This Agreement does not transfer any ownership of Intellectual Property, except for reports that may be provided by Sword to Client as set forth in an SOW, which shall be the property of Client. All right, title and interest in and to any IP and related rights that are owned by a party prior to the execution of this Agreement will remain owned by such party. Client acknowledges that the Services and Platform use Sword's IP. Notwithstanding any provision to the contrary herein, nothing in this Agreement shall be construed to, and Client shall take no steps that would, impair, qualify, diminish, limit, transfer, license, assign or otherwise modify, in whole or in part, Sword's rights in its IP or the Services or Platform.

5.3. Improvements; Feedback. All right, title and interest in and to any modifications, improvements, alterations, or updates to the Platform or Services and all IP rights related thereto, whether created, conceived or made by Sword, Client or any third party shall be exclusively owned by Sword. Without limiting the foregoing, Sword shall have the unrestricted right to use for any purpose, commercial or otherwise, any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Client concerning the Platform or Services ("Feedback"), without any obligation of compensation or attribution to Client or any third party, provided that Client makes no representations or warranties regarding any Feedback and Sword's use of such Feedback is at its sole risk.

5.4. Use of Marks. Each party grants to the other party the right to use the granting party's trademarks, service marks and logos ("Marks")

during the Term solely (i) in the case of Sword, for the purposes of creating and using materials for Participants, and communicating with Participants as permitted in this Agreement, and identifying Client as a Sword customer on Sword's websites or other promotional materials, (ii) in the case of Client, for the purposes of creating and using materials and communicating with Participants as permitted in this Agreement, and (iii) in the case of either party, as expressly approved in writing (which may be by email) and in advance by the granting party; provided, that in all cases a party's use of the other party's Marks shall inure to the benefit of the granting party, and shall comply with any trademark usage guidelines provided to the using party by the granting party.

5.5. Restrictions on Use of Platform. Client shall not use, nor authorize any third party to use, the Platform for any purposes other than as intended and as set forth in this Agreement. Client shall not (i) copy or duplicate the Platform; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code or algorithms from which any component of the Platform is compiled or interpreted; (iii) modify the Platform or the Sword name or logo, or create any derivative products from any of the foregoing, except with the prior written consent of Sword; or, (iv) except as expressly allowed by Sword, assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, the Platform or Client's rights to use the Platform under the licenses granted herein. Client shall use the Platform, any information or data provided by Sword, and the Sword name and logo, only as permitted in this Agreement and in compliance with all applicable laws. Client acknowledges that this Agreement grants certain rights to access the Platform, as hosted by Sword, but nothing in this Agreement may be construed to require delivery of a copy of the software underlying the Platform (in either source or object form) or to grant Client any right to obtain such a copy. Client agrees to promptly notify Sword if it becomes aware of any unauthorised use of the Platform. In the event that Sword detects or

reasonably suspects unlawful activity, security concerns or misuse with respect to the Services or Platform, Sword may, directly or indirectly, and by use of any lawful means, suspend, terminate or otherwise deny Client or any Participant, or any other person or entity, access to or use of all or any part of Services or Platform for a reasonable period of time, without liability to Client or any Participant.

6. DATA RIGHTS AND COMPLIANCE.

6.1. Defined terms within section 6:

"Data Protection Legislation" means the Data Protection Act 2018, the General the General Data Protection Regulation, Regulation (EU) 2016/679, the Data Protection, Privacy and Electronic Communications (Amendments) (EU Exit) Regulation 2019 and any other directly applicable to UK and EU regulation relating to data protection and privacy.

6.2. Sword and Specialist Data. Client acknowledges that data provided directly to Sword or the Specialist by Participants during and/or in anticipation of delivery of the Services ("**Participant Derived Data**") will be governed by Sword's Privacy Statement and any data that has been supplied via the Client will also be governed by a data protection agreement in the form set out in Exhibit A (the "Data Processing Agreement") and other required or optional agreements or consents entered into by the Participant as a condition of delivery of the Services or to comply with applicable laws. Participant Derived Data may be collected via the Platform]. Client also acknowledges that (i) disclosure of Participant Derived Data to Client is subject to applicable laws, and may require Participant consent or authorization and written client request, (ii) Participant Derived Data shall not be considered Client data, and (iii) the PCs shall have all rights to use such Participant Derived Data (in all forms) in accordance with Data Protection Legislation. Sword will have the right to make use of data collected via the Platform as governed by this Agreement in accordance with Data Protection Legislation, pursuant to its Privacy Statement and Terms and

Conditions which are available on Sword's website and can be provided on request and in accordance with the terms of the Data Processing Agreement.

6.3. Client Data. Subject to the rights granted to Sword in this Agreement, Client shall own all right, title and interest in and to all data that is provided or made available to Sword or its affiliates by Client, its affiliates, or by any other third parties on behalf of Client, in the performance of this Agreement. . In and around the date of this Agreement, Client and Sword shall enter into the Data Processing Agreement related to the processing of Client data as a result of this Agreement. The foregoing notwithstanding, Sword shall have the right to de-identify personally identifiable information in such Client data in accordance with Data Protection Legislation and use such de-identified data for any legal purpose.

6.4. Information Security. Sword will use commercially reasonable technological security infrastructure and procedures for the purposes of protecting the integrity, confidentiality, and security of, and unauthorized alteration, corruption, use of, or access to, the Platform, as set forth in the Information Security exhibit (see: swordhealth.com/legal/infosec-exhibit), as may be updated by Sword from time to time. Each party agrees that it will promptly disable, remove, and use reasonable efforts to mitigate the effects of, malicious or other harmful code of which it becomes aware on its systems that would affect the retrieval, execution or disclosure of data from or to the Platform or any Client platform, or could otherwise harm the other party's systems. Client will, and will require its partners to, use reasonable and appropriate safeguards to prevent security breaches and protect its servers from unauthorized access.

7. REPRESENTATIONS AND WARRANTIES.

7.1. Mutual. Each party represents and warrants to the other party that: (i) it is in good standing and has full power and authority to execute and perform this Agreement; (ii) it has obtained all necessary authorizations and

consents to share data with the other party as contemplated by this Agreement; and (iii) it will comply with all applicable laws in performance of this Agreement.

7.2. By Sword. Sword represents and warrants to Client that: (i) the Services will be performed in accordance with applicable professional standards and requirements; (ii) all Specialists performing clinical services as part of Services hold the required professional licenses issued by the professional licensing boards or agencies in the jurisdictions where they practice; and (iii) any devices provided by Sword as part of the Services shall function substantially in accordance with the provided documentation and be free from material defects, provided such devices are used as directed and not modified or damaged.

7.3. SWORD DOES NOT WARRANT THAT:

(i) THE SERVICES OR PLATFORM WILL MEET CLIENT'S OR ANY PARTICIPANT'S REQUIREMENTS; OR

(ii) THAT THE OPERATION OF THE SERVICES OR PLATFORM WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ERRORS WILL BE CORRECTED.

7.4. SWORD SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR ANY LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATION NETWORKS OR FACILITIES, INCLUDING THE INTERNET, AND THE CLIENT AND PARTICIPANTS ACKNOWLEDGE THAT THE SERVICES AND PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS OR OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES.

8. INDEMNIFICATION.

8.1. Indemnification. Each party hereby agrees to indemnify, defend, and hold harmless the other party, and its affiliates, and their officers, directors, agents, and employees, from and against any liabilities, damages and costs (including reasonable attorneys' fees and expenses), related to claims or causes of action brought by a third party against such other party arising from the gross negligence, willful

misconduct or noncompliance with applicable laws by the indemnifying party, subject to the indemnification procedure below.

8.2. Indemnification regarding Intellectual Property. Each party warrants that the provision and use of Intellectual Property in the performance of this Agreement shall not infringe the Intellectual Property Rights of any third party. Each party shall hold the indemnify the other party against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the other party arising out of or in connection with any claim brought against either party for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of, or in connection with the performance of this Agreement.

8.3. Indemnification Procedure. An indemnifying party's obligation to indemnify shall be conditioned upon: (i) prompt written notice of any claim or the commencement of any action subject to indemnification hereunder; (ii) reasonable assistance provided by the indemnified party to settle or defend such claim; and (iii) the indemnifying party being granted the right to sole control the defense and/or settlement of such claim, at the indemnifying party's own expense; provided, however, that: (a) the failure to notify, assist or grant such control will only relieve the indemnifying party of its obligation to the extent that the indemnifying party is prejudiced thereby; (b) the indemnified party will not, without the indemnifying party's consent (not to be unreasonably withheld), agree to a judgment or settlement that requires an admission by the indemnified party or consents to any injunction against the indemnified party; and (c) the indemnified party may, at its expense, participate in any proceeding to contest and defend a claim and to be represented by legal counsel of its choosing, but will have no right to settle a claim without the indemnifying party's written consent.

9. LIMITATIONS OF LIABILITY.

9.1. NO CONSEQUENTIAL DAMAGES. NEITHER PARTY NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, AND LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES HEREUNDER.

9.2. LIMITATION OF LIABILITY. EACH PARTY'S LIABILITY TO THE OTHER RELATING TO THIS AGREEMENT, AND EACH PARTY'S PERFORMANCE OR NONPERFORMANCE HEREUNDER, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED IN THE AGGREGATE TO THE FEES RECEIVED BY SWORD PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM (EXCLUDING ANY LIABILITY THAT RELATES TO UNPAID FEES). OTHER THAN CLAIMS FOR PAYMENT OF AMOUNTS OWED OR FOR BREACH OF CONFIDENTIALITY TERMS OR THE TERMS PROTECTING SWORD IP, ALL CLAIMS SHALL BE MADE WITHIN TWELVE (12) MONTHS FOLLOWING THE DATE ON WHICH THE CLAIMING PARTY HAD REASONABLE NOTICE OF THE CLAIM. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY TO THE EXTENT THAT IT MAY NOT BE EXCLUDED UNDER APPLICABLE LAW INCLUDING LIABILITY FOR DEATH OR INJURY CAUSED BY NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION OR ANY BREACH BY EITHER PARTY OF THIS AGREEMENT.

9.3. Rights to Receive Fees. The liability limitations in this Section shall not apply to Client's obligations to pay to Sword fees due for Services pursuant to this Agreement.

10. INSURANCE.

10.1. By Sword. During the Term, Sword shall maintain insurance coverage with reputable insurance companies against all risks that would normally be insured by a prudent business in connection with the risks associated with this Agreement.

11. MISCELLANEOUS.

11.1. Assignment. Neither party may assign this Agreement (or any of its rights or obligations hereunder) without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Sword (i) may assign this Agreement without Client's consent to a third party to whom Sword has transferred all or substantially all of its assets; a majority of such party's outstanding equity securities; or is the surviving entity in any merger; and (ii) shall provide prompt (and where practicable, prior) written notice to Client of any such assignment.

11.2. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder (other Client's obligation to pay fees) by reasons of strike, lockouts, inability to procure materials, failure of power, restrictive government or judicial orders, pandemic, riots, insurrection, terrorism, war, acts of God, fire, flood, or other reason or cause beyond the reasonable control of and without the fault or negligence of such party (a "Force Majeure Event"), then performance of such act shall be excused for the period of such Force Majeure Event. Either party may terminate this Agreement upon written notice to the other party if the period of any such non-performance due to a Force Majeure Event exceeds thirty (30) days. Each party agrees to give the other party prompt written notice of the occurrence of any Force Majeure Event, the nature thereof, and the extent to which the affected party will be unable fully to perform its obligations hereunder. Each party further agrees to use reasonable efforts to correct the Force Majeure Event as quickly as possible and to resume performance hereunder promptly upon cessation of the Force Majeure Event.

11.3. Subcontractors. Client agrees that Sword may subcontract the performance of certain obligations under this Agreement without notice to, or consent of, Client, provided that Sword remains fully responsible for the performance of such subcontractors and shall be

responsible for all acts and omissions of such subcontractors related to this Agreement.

11.4. Waiver. Failure of either Party to insist in any instance upon strict performance by the other Party of any term or condition of this Agreement shall not be construed to be a permanent waiver of such or any other term or condition of this Agreement.

11.5. Severability. If any provision of this Agreement is declared invalid, in whole or in part, by an authorized tribunal, then for purposes of such proceeding, such provision (or part thereof) shall be amended so as to become enforceable consistent with its original intent, or if such amendment is not possible, then it shall be stricken and deemed omitted; in either case, the remaining provisions of this Agreement shall remain in full force and effect.

11.6. Inconsistent SOW Terms. To the extent that any term in a SOW is inconsistent with a term in this Agreement, then the term in the SOW shall govern solely with respect to the Services covered by that SOW.

11.7. Independent Contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. In no event shall either party have the right to bind the other party except as may be expressly provided for herein. Each party controls and is responsible for the actions of its employees and subcontractors.

11.8. Public Announcements. Except as expressly provided herein, neither party will use for publicity, promotion or otherwise, any logo, name, trade name or trademark of the other party or its affiliates, or any abbreviation or adaptation of the same, or the name of any employee or agent of the other party, without that party's prior consent, provided that while Sword is providing Services to Client, Sword shall be entitled to identify Client as a Sword customer to third parties in Sword's materials.

11.9. Survival. All payment obligations and the following sections of this Agreement shall

survive expiration or termination of this Agreement: Sections 2, 3.3, 4 – 10 and 12.

11.10. Governing Law. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

11.11. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

11.12. Dispute Resolution. In connection with any dispute arising out of or relating to this Agreement, the parties will attempt in good faith to resolve such dispute by negotiation with a representative from each party, by providing written notice to the other party that identifies the details of the dispute. A senior representative from each party familiar with the dispute will then meet within ten (10) business days after receipt of such notice to attempt to resolve the dispute, provided that if the dispute is not resolved within ten (10) business days, the dispute will be promptly submitted to an executive officer of each party entitled to act thereupon and make decisions for resolution. If the dispute is not resolved within ten (10) business days of submission to such executive officers, or if the dispute remains unresolved forty-five (45) business days after the receipt of the initial notice, either party may resort to litigation or, upon mutual agreement of the parties, another dispute resolution forum. Notwithstanding the foregoing, either party may seek remedies in any court of competent jurisdiction located in the jurisdiction to protect its IP or Confidential Information.

11.13. Third Party Rights. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of

Third Parties) Act 1999 to enforce any term of this Agreement.

11.14. Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.15. Notices. Notices to either party to this Agreement shall be given by overnight courier, or by hand or via email (provided that the email shall not be an acceptable notice method for notices of non-renewal/termination, breach and claims of indemnity) and shall be deemed received on the day of delivery if delivered during normal business hours, or the next following business day if delivered after normal business hours. Notices must also be sent by email in parallel to be deemed as received. Delivery of all notices shall be made to the contacts at the respective addresses of the parties set forth below.

Sword:

United Kingdom Address:
27 Old Gloucester Street,
London,
England,
WC1N 3AX
Attn: Legal Department
Email: [insert]

United States Address:
169 Madison Ave,
Suite 15501
New York, NY 10016
Attn: Legal Department
Email: [\[legal-notices@swordhealth.com\]](mailto:legal-notices@swordhealth.com)

Client:

Address:

[redacted]
[redacted]
[redacted]

Attn:

Email:

[redacted]
[redacted]

11.16. Entire Agreement; Construction. This Agreement (including any related business



associate agreement) constitutes the entire agreement between the parties with respect to the Services and supersedes any prior or contemporaneous agreements or understandings, whether written or oral, relating to the matters covered hereunder. Any

modification of the terms and conditions of this Agreement must be in writing and signed by an authorized representative for each party. Headings used in the Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this MSA on the dates below.

SURGERY HERO LTD trading as Sword Health	[CLIENT]
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



EXHIBIT A
DATA PROCESSING AGREEMENT
[INSERT]