

Holly Health Service Agreement

THIS AGREEMENT, incorporating this front sheet ("**Front Sheet**") and the attached terms and conditions and schedules, is entered into between Holly Health Ltd of **71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ** (registered number 12551800) ("**Holly Health**") and the entity whose details are set out below ("**Customer**"). References to "**us**", "**we**" or "**our**" shall mean Holly Health. References to "**you**" or "**your**" shall mean Customer.

Customer (Org Name)		
Effective Date		
Service	The services, content and tools available through www.hollyhealth.io and Holly Health iOS and Android mobile apps	
Authorised Users & Sign Up Window	XXX Authorised Users. Authorised Users will be able to sign up for the service from XXXXX to XXXXX (the Sign Up Window). Each user will receive a minimum of 12 months access from their sign up date.	
Territory/Location	XXXX, UK	
Initial Term:	Service Access = £XXX per Authorised User (to cover service access and aggregated data insights), XXX Authorised Users TOTAL COST: £XXXXXX+ 20% VAT	Payment date: Due within 30 days of invoice or 14 days of service start (whichever comes first).

Signed for and on behalf of
Holly Health by:

Grace Gimson
Cofounder & CEO

Signed for and on behalf of
Partner by:

.....
(signature)

.....
(print name & position)

Terms and conditions

1. Term

This Agreement shall commence on the Effective Date and shall continue for the Initial Term, and then after that until this Agreement is terminated by either party giving at least 30 days notice, unless this Agreement is terminated earlier in accordance with its terms ("**Term**").

2. Service

2.1 Following the Effective Date, we shall make the Service available for your Authorised Users, as set out in the Front Sheet. We shall provide the Service with reasonable skill and care and applicable law.

2.2 You acknowledge that the Service may evolve and that we may add to, withdraw, change and/or substitute parts of the Service and the content and data sources available through it from time to time.

3. Licence

3.1 Subject to payment of the Fees, we grant you and your Authorised Users the right to access and use the Service in the Territory for the purposes for which it is provided and designed, and subject to any restrictions set out in the Front Sheet, during the Term. You may not sub-license the right to access and/or use the Service to any third party.

3.2 Only you and your Authorised Users are permitted to access and use the Service.

4. Fees

4.1 You shall pay the Fees set out in the Front Sheet. Fees are charged on the basis of the number of Authorised Users who are permitted to access the Service, as set out in the Front Sheet, and not on the number of Users that do so.

4.2 We shall invoice you for the Fees on the dates / happening of the events as set out in the Front Sheet.

4.3 The Fees are subject to review and may increase by us at the end of the Initial Term, with 90 days notice or more.

4.4 Unless otherwise expressly provided in this agreement, all amounts referred to in this agreement are exclusive of value added tax (VAT) or other applicable sales tax which, where chargeable by us, shall be payable by you.

4.5 Invoices are payable, in full, upon delivery and without deduction, set off or withholding of any kind. Payments shall be made via bank transfers to such bank account as is notified to you by Holly Health from time to time.

5. Confidential Information

5.1 For the purposes of this clause 5, confidential information means any information or matter which is not in the public domain and which relates to your or our affairs, plans, products, business or strategy ("**Confidential Information**").

5.2 Neither party shall disclose to any person either during or after the Term any Confidential Information of the other.

5.3 The restriction in clause 5.2 does not apply to (a) any use or disclosure reasonably required to provide the Service; (b) any use or disclosure authorised by us/you (as applicable) or as required by law; or (c) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

6. Data Protection

6.1 The parties will comply with all laws and regulations regarding privacy, confidentiality and/or data protection, including the UK General Data Protection Regulation and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (each as supplemented or replaced from time to time) (the "**Data Protection Laws**") relevant to activities under this Agreement.

6.2 Each party is deemed to be acting as a controller with respect to personal data processed under or in relation to this Agreement ("**Personal Data**"), under applicable Data Protection Law. Each party shall, in its capacity as a controller:

(a) provide assistance to allow the other party to comply with any data subject requests (whether in relation to access to Personal Data, rectification, restrictions on processing, erasure or portability) insofar as possible;

(b) provide assistance to allow the other party to comply with any other queries or complaints from a supervisory authority (as defined in Data Protection Law) insofar as possible;

(c) promptly notify the other party of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed pursuant to this Agreement ("**Security Incident**"), and shall provide reasonably necessary assistance to enable the other party to notify insofar as possible (i) the relevant supervisory authority, promptly and in any event no later than 72 hours after relevant data controller becomes aware of a Security Incident; and (ii) the relevant data subjects without undue delay (where required) of a Security Incident; and

(d) use appropriate technical, security and organisational measures to prevent unauthorised or unlawful processing of Personal Data and against accidental loss, destruction, damage, theft, use or disclosure of the Personal Data.

6.3 We are not obliged to share any personal data with you about any Authorised Users other than in accordance with Data Protection Law and as expressly required under this Agreement.

6.4 We may share aggregated, anonymised data derived from information about Authorised Users and their use of the Service with Customer save for information which we consider cannot be anonymized in line with Data Protection Law.

6.5 We may use Personal Data and other data about Authorised Users and their use of the Services to improve the Services and for other legitimate purposes, in line with Data Protection Law.

7. Intellectual Property

7.1 Nothing in this Agreement shall cause the ownership of any intellectual property rights (including, without limitation, patents, copyright, database rights and related rights) ("**Intellectual Property Rights**") belonging to one party to be transferred to the other.

7.2 We and our licensors shall, as between the parties, remain the owner of all Intellectual Property Rights in our brands, trade marks and logos and the Service (including all content and information made available via the Service). Except as

expressly permitted by this Agreement, you may not use any of our Intellectual Property Rights without our prior written consent.

7.3 You and your licensors shall, as between the parties, remain the owner of all Intellectual Property Rights in your brands, trade marks and logos. Except as expressly permitted by this Agreement, we may not use any of your Intellectual Property Rights without your prior written consent.

8. Warranties

8.1 Each party warrants to the other that it has the right to enter into and perform its obligations under this Agreement, and it shall perform its obligations under this Agreement in accordance with all applicable laws.

8.2 Except as expressly set out in this Agreement, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Service or any content available through or recommendations made by the Service. In particular, we (a) do not warrant that the operation of the Service will be uninterrupted or error-free, or that the Service will meet your or any Authorised User's requirements; and (b) do not warrant, represent or guarantee any specific results relating to health or wellness as a result of any Authorised User's use of the Services.

8.3 The Service uses third party data sources and providers. We do not make any representation or warranty as to the accuracy, completeness, currency, of such sources, or that the Service will be error-free or constantly available.

8.4 Holly Health Habit Coach is registered as a Class 1 Medical device for use in healthcare settings in the UK (under UKCA) in line with [UK digital mental health service guidance](#). Its purpose is to help prevent the decline of mental wellbeing through lifestyle habit changes.

8.5 You may not make any warranties or representations (or use any marketing materials) about the Service or us save as authorised or provided by us and you will indemnify us for any claims brought against it as a result of any breach of this clause 8.

9. Acknowledgements

9.1 You understand and accept that:

(a) If you (including your Authorised Users) use the Service you do so voluntarily and at your own risk. You acknowledge that we may share educational material and suggestions with you (including your Authorised Users) via the Service. These guidelines and suggestions are based on national guidelines and population averages; they are not specifically tailored to you (or any Authorised Users) and are not intended as direct advice.

(b) Use of the Platform does not create a physician-patient relationship with any Authorised Users.

(c) Authorised Users should seek guidance from a doctor before adopting changes to nutrition, exercise, sleep, and other habits which the Service may suggest. This is especially true for: (i) individuals with a pre-existing medical condition such as diabetes, heart disorders, damaged kidneys, low bone density, eating disorders, cancer in active treatment or any other condition where your doctor has recommended abstaining from making changes like the ones listed above; (ii) individuals over the age of 70; and (iii) individuals who are pregnant or nursing.

10. Liability

10.1 Nothing in this Agreement limits or excludes either party's liability: for death or personal injury caused by its negligence; for fraudulent misrepresentation or for any other fraudulent act or omission; to pay sums properly due and owing to the other in the normal course of performance of this agreement; or for any other liability which may not lawfully be excluded or limited.

10.2 Subject to clause 10.1, we shall not be liable (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any: loss of profit, loss of sales, turnover, revenue or business, loss of or damage to reputation or goodwill, or any indirect, consequential or special loss, arising out of or relating to this Agreement.

10.3 Subject to clauses 10.1 and 10.2, our total liability arising out of or relating to this Agreement or its subject matter (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited, in respect of each 12 month period calculated from the Effective Date (each a "**Contract Year**"), to the total of all amounts payable (whether or not yet paid) under this Agreement during such Contract Year.

11. Termination

11.1 After the Initial Term either party may terminate this Agreement by giving not less than 30 days prior written notice.

11.2 Either party may at any time terminate this Agreement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued charges or expenses at the date of termination) if the other party: (a) is in material breach of this Agreement and either such breach is not capable of remedy or, if capable of remedy, is not remedied by the other party within 14 (fourteen) days; or (b) enters insolvency proceedings or any similar procedure.

12. General

12.1 Neither party may assign any or all of its rights or obligations under this agreement without the prior written consent of the other.

12.2 Neither party shall be liable for any breach of this Agreement by them (save for non-payment of Charges) where that breach is caused entirely by factors entirely outside of that party's control except in so far as the risk could have been mitigated with the use of a reasonable business continuity and/or disaster recovery policy.

12.3 It is a condition of this agreement that, in pre-contract negotiations and in the exercise of its rights or the performance of its obligations under this agreement, each party shall at all times ensure that it complies with the terms of the Bribery Act 2010 and that it does not commit (or procure the commission of) any breach of that Act.

12.4 The Customer agrees that Holly Health may issue a press release or other suitable form of publicity (including on Holly Health's website) advertising that it is a partner of Holly Health.

12.5 Nothing in this Agreement shall render us an employee, worker, agent, joint venturer or partner of Customer and we shall not hold yourself out as such.

12.6 This Agreement may only be varied by a document signed by both parties.

12.7 The Contracts (Rights of Third parties) Act 1999 shall not apply to this Agreement and no person other than the parties shall have any rights under it.

12.8 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

12.9 Delay or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach.

12.10 The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

12.11 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).