

Service Agreement

THIS AGREEMENT is dated and effective as of this [Insert Date]

Parties

Roczen Ltd

and

[]

Services Agreement

Dated [REDACTED] 2023

Between

- (1) **Roczen Ltd** registered in England with number 13251035 whose registered office is at One, Fleet Place, London, England, EC4M 7WS (**Roczen**); and
- (2) [REDACTED] registered in England with number [REDACTED] whose registered office is at [REDACTED] ("**Client**").

Recitals

- A. Roczen provides medically supervised membership programmes for people who have or are at higher risk of metabolic syndrome, and those with established complications of obesity, including type 2 diabetes, as well as other health conditions.
- B. the Client will engage Roczen on the terms set out in this Agreement to provide subscriptions to the Roczen Solutions and the Services (both as hereinafter defined).

It is agreed:

1 Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

Agreed Purposes means those purposes set out in Schedule 4 (*Data Protection*);

Applicable Data Protection Laws means:

- (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data, including (without limitation) the Data Protection Act 2018 (as amended from time to time); and
- (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Roczen is subject, which relates to the protection of personal data, including (without limitation) GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

Applicable Laws means all applicable laws, statutes, regulation and code from time to time in force in the Territory and/or governing the provision and/or the receipt of, the Services;

Business Day means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Change Order has the meaning given in Clause 12.1;

Charges means the sums payable for the Services as set out in Schedule 4 (*Charges*) and/or those detailed in any individual Statements of Work;

Commencement Date means [INSERT] or such other date agreed between the parties in writing;

Confidential Information means all information relating to a party or its operation or business, products, developments, systems or plans which is supplied by or on behalf of that party or generated by the receiving party from such information (whether before or after the Commencement Date), either in writing, orally or in any other form, directly or indirectly from or pursuant to discussions between the parties or which is obtained through observations made by the receiving party, including all analyses, compilations, studies and other documents whether prepared by or on behalf of a party which contain or otherwise reflect or are derived from such information;

End User means any person that subscribes to use the Roczen Solutions and who is an employee of the Client's whose subscription is authorised and paid for by the Client;

End User T&Cs means the Roczen Health Mobile Application End-user Terms and Conditions which require to be accepted by the End-User upon signing up to the Roczen Solutions and which may be amended by Roczen from time to time in accordance with the End User T&Cs;

EU GDPR means the General Data Protection Regulation ((EU) 2016/679), of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as amended from time to time and as it has effect in EU law;

Examination Charges means the Charges payable when an End User attends an in-person medical examination and/or undergoes blood testing as part of the Services offered as part of the Roczen Solutions as detailed in Schedule 4 (*Charges*), which charges may be amended by Roczen from time to time and notified to the Client in writing;

Good Industry Practice means using standards, practices, methods and procedures conforming to the Applicable Laws and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person/organisation engaged in a similar type of undertaking that provides the same or similar services as those Services;

Group means a party, its parent undertaking and the subsidiary undertakings of its parent undertaking and its associated companies;

Losses means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses);

the Client Contract Manager means [INSERT] or such other person as may be notified by the Client to Roczen from time to time;

the Client Materials means all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Roczen in connection with the Services;

Permitted Recipients means the parties to this Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Agreement;

Representatives means, in relation to a party, its employees, officers, representatives, contractors, subcontractors and advisers;

Roczen Solution means Roczen's basic medically led obesity and diabetes management subscription services provided to End Users, as detailed in Schedule 1 (*Services*);

Roczen Contract Manager means Ling Chow or such other person as may be notified by Roczen to the Client from time to time;

Roczen Materials means all documents, information, items and materials in written form, whether owned by Roczen or a third party, which are provided by Roczen to the Client in connection with the Services and the Roczen Solutions;

Roczen Solutions means Roczen's medically led health services and associated digital applications which are provided to End Users, described in Schedule 1 (*Services*) as may be amended by Roczen from time to time and notified to the Client in writing;

Services means the services provided by Roczen to the Client under the terms of this Agreement, including the Roczen Solutions and any additional services agreed to under Statements of Work;

Shared Personal Data means the personal data to be shared between the parties under Clause 16.1 of this Agreement, the categories of which are as detailed in Schedule 5 (*Data Protection*);

Statement of Work means a detailed plan, agreed in accordance with Clause 3, describing the services to be provided by Roczen, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 3 (*Template Statement of Work*);

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

VAT means value added tax or any equivalent tax chargeable in the UK or elsewhere;

Virus means any software intended to corrupt, disable, destroy or otherwise damage or interfere with the use of the Roczen Solutions or other software or data owned by or under the control of the Client whether such software is introduced wilfully or negligently; and

Year means a period of 12 (twelve) months commencing on the Commencement Date and on each successive anniversary of the Commencement Date.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.8 This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A reference to **writing** or **written** includes email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this Agreement** or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 Where this Agreement states that an obligation shall be performed "no later than" or "within" or "by" a stipulated date or event which is a prescribed number of Business Days after a stipulated date or event, the latest time for performance shall be noon on the last Business Day for performance of the obligations concerned.
- 1.17 In this Agreement, unless otherwise stated, time shall not be of the essence for the performance of any obligation.

2 Commencement and duration

- 2.1 This Agreement shall commence on the Commencement Date and shall (except as expressly provided otherwise in this Agreement) continue in force for a period of three (3) years from the Commencement Date (the **Initial Term**).

- 2.2 After the Initial Term this Agreement shall (except as expressly provided otherwise in this Agreement) continue in force unless and until terminated by either party giving not less than two (2) months' notice of termination to the other party, such notice to expire at any time on or after the end of the Initial Term.
- 2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under Clause 2.2.
- 2.4 the Client may procure services additional to those detailed in Schedule 1 (*Services*) by agreeing a Statement of Work with Roczen pursuant to Clause 3 (*Statements of Work*).
- 2.5 Roczen shall provide the Services under any Statement of Work from the date specified in the relevant Statement of Work.

3 Statements of work

- 3.1 Each Statement of Work shall be agreed in the following manner:
- (a) the Client shall ask Roczen to provide any or all of the services and provide Roczen with as much information as Roczen reasonably requests in order to prepare a draft Statement of Work for the services requested;
 - (b) following receipt of the information requested from the Client, Roczen shall, as soon as reasonably practicable either:
 - (i) inform the Client that it declines to provide the requested services; or
 - (ii) provide the Client with a draft Statement of Work.
 - (c) if Roczen provides the Client with a draft Statement of Work pursuant to Clause (ii), Roczen and the Client shall discuss and agree that draft Statement of Work; and
 - (d) both parties shall sign the draft Statement of Work when it is agreed and the agreed services shall be deemed to form part of the Services, for the purposes of this Agreement.
- 3.2 unless otherwise agreed, the Charges shall be calculated in accordance with Schedule 3.
- 3.3 each Statement of Work shall form part of this Agreement and shall not form a separate contract to it.

4 Roczen's responsibilities

- 4.1 Roczen shall use reasonable endeavours to provide the Services to the Client, in accordance with this Agreement and/or any Statement of Work in all material respects.
- 4.2 With effect from the Commencement Date, Roczen shall use reasonable endeavours to provide the Services.
- 4.3 Roczen shall use reasonable endeavours to meet any performance dates specified in a Statement of Work but any such dates shall be estimates only.

- 4.4 Roczen shall appoint the Roczen Contract Manager in respect of the Services to be performed under this Agreement and each Statement of Work, such person as identified in any Statements of Work. That person shall have authority to contractually bind Roczen on all matters relating to the relevant Services. Roczen shall use all reasonable endeavours to ensure that the same person acts as Roczen's manager throughout the term of the relevant Statement of Work, but may replace that person from time to time where reasonably necessary in the interests of Roczen's business.

5 the Client's obligations

5.1 the Client shall:

- (a) cooperate with Roczen in good faith on all matters relating to the Services;
- (b) procure that its customers make End Users aware of the End User T&Cs and procure that such End Users review and accept the End User T&Cs prior to any use of the Roczen Solutions;
- (c) appoint the Client Contract Manager in respect of the Services to be provided under this Agreement and a manager in respect of the Services to be performed under each Statement of Work, such person as identified in the Statement of Work and those persons shall have authority to contractually bind the Client on all matters relating to the relevant Services.
- (d) provide to Roczen in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required under this Agreement and/or a Statement of Work or otherwise reasonably required by Roczen in connection with the Services and ensure that they are accurate and complete in all material respects;
- (e) comply with any additional responsibilities of the Client as set out in any relevant Statements of Work.

5.2 If the Client fails to comply with any of its obligations specified in this Clause 5 or fails to comply with such obligation by an agreed deadline (the failure or delay being referred to as a **the Client Default), then, subject to Roczen complying with Clause 5.2 (*the Client default*) and without prejudice to any other right or remedy it may have under this Agreement:**

5.2.1 Roczen shall not be responsible for any failure to carry out or any delay in carrying out any of its obligations under this Agreement solely to the extent to which such failure is directly caused by the Client Default;

5.2.2 Roczen shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client; and

5.2.3 the Client shall reimburse Roczen for any reasonable additional costs incurred by Roczen in providing the Services as a direct result of the Client Default. The parties shall agree the amount of the costs in accordance with the Change Control procedure set out in Clause 8.1 (*Change Control*).

5.3 In the event of a the Client Default, Roczen shall:

5.3.1 notify the Client promptly in accordance with Clause 5.2 (*the Client default*) if it has reasonable grounds for believing that an act or omission of the Client including a failure by the Client to perform its obligations under this Agreement might have a detrimental effect on the Services or Roczen's ability to deliver the Services;

5.3.2 carry out its duties to the best level reasonably achievable in the circumstances of the Client Default; and

5.3.3 take reasonable steps to overcome and mitigate the effects of the Client Default.

5.4 Any notification given pursuant to Clause 5.3.1 (*the Client default*) shall:

5.4.1 identify the Client Default that has directly caused the delay or interruption in the provision of the Services;

5.4.2 provide details of the expected duration of the delay or interruption in the provision of the Services; and

5.4.3 clearly identify which Services and or other Agreement obligations are to be affected and the extent to which they are to be affected.

6 Warranties, representations and undertakings

6.1 Each party represents, warrants and undertakes that:

(a) it shall have full power and authority to enter into, and perform, this Agreement and it has (and shall have) undertaken all requisite corporate and other action to approve the signature and performance of this Agreement;

(b) it has obtained and complied with, and shall at all times maintain, all consents, approvals, licences, permissions, permits and authorisations (including giving, or procuring the giving, of notices and obtaining any of these) necessary in relation to provision or receipt of the Services (as relevant) under this Agreement;

(c) it shall at all times comply with Applicable Laws in the provision of or receipt of the Services (as relevant) and ensure that any services are provided in accordance with Applicable Laws; and

(d) it shall not make any statement, orally or in writing, privately or publicly, or do any act or otherwise conduct itself (including in the provision of the Services) in such a manner as shall or may in the reasonable opinion of the other party, disparage the other party or its or their customers, or its or their business products or services or bring either party's name into disrepute.

6.2 Roczen represents, warrants and undertakes that it shall provide the Services with all reasonable care and skill, to a high professional standard, in a good workmanlike manner and in accordance with Good Industry Practice in all material respects.

6.3 Clause 6.2 shall not apply to the extent of any non-conformance presented by an End User's use of the Roczen Solutions (which non-conformances shall be resolved between Roczen and the End User under the End User T&Cs) and the Client shall have no right or remedies against Roczen in relation to such non-conformances. Notwithstanding the foregoing, Roczen does not warrant to the Client that:

- (a) End Users' use of the Roczen Solutions will be uninterrupted or error-free; or
- (b) the information obtained by the Client or any End-User through the Roczen Solutions will meet the Client's or End-User's requirements; or
- (c) the Roczen Solutions will be free from Viruses.

6.4 Each of the warranties and representations contained and referred to in this Clause 6 (*Warranties, representations and undertaking*) shall be read and construed as a separate warranty and representation and shall not be limited or restricted by any reference to or inference from any other terms of this Agreement.

6.5 either party shall as soon as practicable notify, and provide a copy to, the other party of:

- (a) any notification received by the other party that either party may be in breach of any Applicable Laws relevant to this Agreement; and
- (b) any other formal notice or communication received either in connection with the Services.

7 Contract management and records

7.1 The Roczen Contract Manager and the Client Contract Manager shall liaise throughout the Term and the term of each Statement of Work to discuss the Services provided by Roczen under this Agreement and/or any Statement of Work.

7.2 From time to time, as required by either party, the Roczen Contract Manager and the Client Contract Manager shall be available for meetings, including (without limitation) once each month during the Term. The parties shall share new business opportunities with each other at such meetings, with the intention of ensuring that the Client and Roczen do not engage in any competition with each other for services to corporate clients or in private medical insurance markets, which would be deemed to be a breach of their respective exclusivity obligations.

7.3 Without prejudice to the generality of Clause 7.2, Roczen and the Client shall meet, at least, on or prior to:

(a) Insert date;

(b) Insert date;

(c) Insert date,

to review the volume of subscriptions to the Roczen Solutions At the above dates.

7.4 Roczen shall:

- (a) report to the Client on a monthly basis in accordance with the reporting requirements set out in Schedule 1 (Services) and/or any Statement of Work; and
- (b) report on such other reasonable requirements of the Client reasonably requested from time to time.

7.4.2 the Client shall:

- (a) report to Roczen on a monthly basis on:
 - (i) [ANY OTHER TOPICS TO BE COVERED], and
- (b) report on such other reasonable requirements of Roczen reasonably requested from time to time.

8 Change control

8.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Services;
- (b) the Charges;
- (c) the timetable for the Services; and
- (d) any of the other terms of any relevant Statements of Work.

8.2 If Roczen wishes to make a change to the Services it shall provide a draft Change Order to the Client.

8.3 If the Client wishes to make a change to the Services:

- (a) it shall notify Roczen and provide as much detail as Roczen reasonably requires of the proposed changes, including the timing of the proposed change; and
- (b) Roczen shall, as soon as reasonably practicable after receiving the information at Clause 8.3(a), provide a draft Change Order to the Client.

8.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or

- (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Clause 28 (*Dispute resolution*).

9 Charges and payment

- 9.1 In consideration of the provision of the Services by Roczen, the Client shall pay the Charges to Roczen. Where the Charges are calculated on a fixed price basis other than in accordance with Schedule 3 (*Charges*), the amount of those charges shall be as set out in a Statement of Work.
- 9.2 All sums payable to Roczen under this Agreement:
 - (a) are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.3 the Client shall pay each invoice submitted to it by Roczen within thirty (30) days of receipt to a bank account nominated in writing by Roczen from time to time.
- 9.4 Unless otherwise agreed between the parties in writing or in any Statements of Work, Roczen shall invoice the Client for the Charges monthly in arrears which shall include (as notified by the Client to Roczen):
- 9.5 The Charges exclude the following, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:
 - (a) the Examination Charges;
 - (b) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Roczen engages in connection with the Services. Those expenses are to be agreed by the Client in advance; and
 - (c) the cost to Roczen of any materials or services procured by Roczen from third parties for the provision of the Services as such items and their cost are set out in the Statement of Work or approved by the Client in advance from time to time.
- 9.6 the Client acknowledges and agrees that use of certain bespoke services forming part of the Roczen Solutions offered to End Users will incur additional Examination Charges and that such Examination Charges will vary from End User to End User. Roczen shall not be required to seek approval from the Client in advance of incurring such Examination Charges, where the relevant service forming part of the Roczen Solution has been deemed (in good faith) as necessary for the relevant End User.
- 9.7 Roczen and the Client shall review the Charges on an annual basis within thirty (30) Business Days of each anniversary of the Commencement Date. Any increase in the Charges shall be agreed between the parties in writing under a Statement of Work or in accordance with the Change Control procedure set out in Clause 8.1 (*Change Control*) provided that Roczen shall be entitled to increase the Examination Charges from time to

time to reflect an increase in costs borne by Roczen in providing the corresponding services.

9.8 Without prejudice to Clause 8.1 (*Change Control*), Roczen may increase Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index. Any increase in the Charges under Clauses 9.7 or 9.8 shall affect:

- (a) the Charges (in Statements of Work in force at the date the increase takes effect); and
- (b) the calculation of the Charges for Statements of Work entered into after the date the increase takes effect.

9.9 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Roczen any sum due under this Agreement on the due date:

- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this Clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- (b) Roczen may suspend part or all of the Services until payment has been made in full.

10 Compliance with laws and policies

10.1 In performing its obligations under this Agreement, each party shall comply with:

- (a) the Applicable Laws; and
- (b) in the case of the Client, the Roczen Policies, provided Roczen shall give the Client not less than one (1) month's notice of any change to such policies.

10.2 Changes to the Services required as a result of changes to the Applicable Laws or the Roczen Policies shall be agreed via the change control procedure set out in Clause 8.1(*Change control*).

11 Data protection

11.1 For the purposes of this Clause 16, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

11.2 This Clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this Clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

11.3 Each party shall comply with all the obligations imposed on a controller under the Applicable Data Protection Legislation, and any material breach of the Applicable Data

Protection Legislation by one party shall, if not remedied within thirty (30) days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

11.4 Each party shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor ensures that (i) the transfer is to a country approved under the Applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the Applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the Applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the Applicable Data Protection Legislation applies to the transfer.

11.5 Each party shall assist the other in complying with all applicable requirements of the Applicable Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject rights request;
- (c) provide the other party with reasonable assistance in complying with any data subject rights request;
- (d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;

- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Applicable Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
 - (f) notify the other party without undue delay on becoming aware of any breach of the Applicable Data Protection Legislation;
 - (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the Shared Personal Data;
 - (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (i) maintain complete and accurate records and information to demonstrate its compliance with this Clause 16 and allow for audits by the other party or the other party's designated auditor; and
 - (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Applicable Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Applicable Data Protection Legislation.
- 11.6 Each party shall indemnify the other party on demand against all Losses incurred by the indemnifying party arising out of or in connection with the breach of the Applicable Data Protection Legislation and/or this Clause 16 (*Data Protection*) by the indemnifying party, its employees or agents.
- 11.7 Each party's liability for Losses arising from breaches of this Clause 11 (*Data Protection*) is as set out in Clauses 13.5 and 13.6.

12 Confidentiality

- 12.1 The provisions of this Clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Clause 12);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) the parties agree in writing is not confidential or may be disclosed; and/or

- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

12.2 Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (the **Permitted Purpose**); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 12.

12.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this Clause as if they were a party to this Agreement,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this Clause 12.

12.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.5 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

12.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Clause 12 are granted to the other party, or to be implied from this Agreement.

12.7 On termination or expiry of this Agreement, each party shall:

- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

- (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - (c) certify in writing to the other party that it has complied with the requirements of this Clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this Clause shall continue to apply to any such documents and materials retained by a recipient party, subject to Clause 19 (*Termination*).
- 12.8 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 12.9 The provisions of this Clause 12 shall continue to apply after termination or expiry of this Agreement for a period of five (5) years from termination or expiry of this Agreement.
- 12.10 Each party shall on demand indemnify the other party from and against all Losses incurred by the disclosing party arising out of or in connection with the unauthorised disclosure or use of any Confidential Information by the receiving party and/or its Representatives under this Clause 12.

13 Limitation of liability

- 13.1 References to liability in this Cause 13 (*Limitation of liability*) include every kind of liability arising under or in connection with this Agreement including (without limitation) liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Neither party may benefit from the limitations and exclusions set out in this Clause in respect of any liability arising from any wilful or deliberate act or omission.
- 13.3 Nothing in this Clause 13 (*Limitation of liability*) shall limit the Client's obligations to make payment of the Charges.
- 13.4 Nothing in this Agreement limits any liability which cannot legally be limited, including (without limitation) liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) and/or section 12 of the Sale of Goods Act 1979; and
 - (d) anything else which cannot be excluded or limited by Applicable Law.
- 13.5 Subject to Clause 13.2 and Clause 13.4, Roczen's total liability to the Client in any Year:
- (a) for any liability in relation to the indemnity in Clause 11.6 (*Data Protection*), shall not shall not exceed the total value of the services provided by Roczen to the Client in respect of that Year;

- (b) for any liability in relation to the indemnity in Clause 12.10 (*Confidentiality*) shall not exceed the total value of the services provided by Roczen to the Client in respect of that Year;
- (c) for damage to property caused by the negligence of its employees and agents in connection with this Agreement shall not exceed £1,000,000 for any one event or series of connected events; and
- (d) for all other loss or damage which does not fall within sub-clause (a) to (d) shall not exceed 100% of the Charges in respect of that Year.

13.6 Subject to Clause 13.2 and Clause 13.4, the Client's total liability to Roczen in any Year:

- (a) for any liability in relation to the indemnity in Clause 11.6 (*Data Protection*), shall not shall not exceed 100% of the total value of the services provided by Roczen to the Client in respect of that Year;
- (b) for any liability in relation to the indemnity in Clause 12.10 (*Confidentiality*) shall not shall not exceed 100% of the total value of the services provided by Roczen to the Client in respect of that Year;
- (c) for damage to property caused by the negligence of its employees and agents in connection with this Agreement shall not exceed £1,000,000 for any one event or series of connected events;
- (d) for all other loss or damage which does not fall within subclause (a) to (d) shall not exceed 100% of the Charges in respect of that Year.

13.7 Subject to Clause 13.2 and Clause 13.4, this Clause 13.7 specifies the types of losses that are excluded by both parties:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

13.8 Roczen has given commitments as to compliance of the Services with relevant specifications in clause 4.1 (*Roczen's responsibilities*). 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 this Agreement.

14 Termination

- 14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement, or if a material breach is incapable of remedy;
 - (c) the other party breaches its warranties or representations under Clause 6.1 (*Warranties*);
 - (d) in accordance with Clause 16.5 (*Force Majeure*);
 - (e) if any of the following conditions are met in relation to a party (the **Affected Insolvency Party**):
 - (i) the party proposes or enters any scheme, restructuring plan, reconstruction and arrangement, composition or other arrangement for the benefit of its creditors or a class of creditors;
 - (ii) anyone takes any step towards winding up or dissolving the party except on a genuine solvent reorganisation or reconstruction;
 - (iii) anyone takes any step towards the party obtaining a moratorium or other protection from its creditors;
 - (iv) anyone takes any other step towards appointing a trustee, supervisor, receiver, liquidator, administrator, monitor or similar officer or other encumbrancer of the party or any of its assets;
 - (v) an event occurs which would result in a floating charge crystallising over any of the party's assets;
 - (vi) any person takes any step to take possession of, seize, or levy a distress or execution against any of the party's assets;
 - (vii) any person takes any of the steps identified in paragraphs 43(2),(3) or (4) of Schedule B1 to the Insolvency Act 1986;
 - (viii) the party stops carrying on business
 - (ix) any event analogous to any of the above happens in any jurisdiction;
 - (x) the party is unable to pay its debts (as set out in section 123(1)(a), (b) or (e) of the Insolvency Act 1986 (as modified and/or applied, where relevant, by the Insolvent Partnerships Order 1994), or admits it is unable to do so;

- (xi) the value of the party's assets are at any time less than the amount of its liabilities, taking into account its contingent and prospective liabilities (without any need for the other party to prove it in court).

14.2 Without affecting any other right or remedy available to it, Roczen may terminate this Agreement with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or
- (b) there is a change of Control of the Client.

15 Consequences of termination

15.1 On termination of this Agreement (but not expiry), all existing Statements at Work shall terminate automatically.

15.2 On termination or expiry of this Agreement:

- (a) the relationship of the parties shall cease and any rights or licences granted under or pursuant to this Agreement shall cease to have effect except as (and to the extent) expressly provided for in this Clause 15;
- (b) the Client shall immediately pay to Roczen all of Roczen's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Roczen may submit an invoice, which shall be payable immediately on receipt;
- (c) Roczen shall on request return any of the Client Materials not used up in the provision of the Services;
- (d) all existing Statements at Work shall terminate automatically;
- (e) the provisions of Clauses 1 (Interpretation), 11 (Data protection), 12 (Confidentiality), 13 (Limitation of liability), 15 (Consequences of termination), 19 (Waiver), 20 (Rights and remedies), 22 (Entire Agreement), 25 (Third party rights), 26 (Notices), 28 (Dispute resolution) and 29 (Governing law and jurisdiction) and any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement, shall remain in full force and effect; and
- (f) termination or expiry of this Agreement shall 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 agreement which existed at or before the date of termination or expiry.

16 Force majeure

16.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;

- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent]
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service.

16.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

16.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than forty eight (48) hours from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement;
- (b) within ten (10) Business Days of giving the notice referred to in Clause 16.4(a), and thereafter as soon as possible and in any event within two (2) Business Days following a request by the other Party, give a detailed report amplifying the information given in the earlier notice and giving such additional explanations and factual information relating to the failure or delay or anticipated failure or delay as may have been requested;
- (c) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligation; and
- (d) meet with the other party at regular intervals during the period of the Force Majeure Event to discuss in good faith the progress being made by the Affected Party in its attempts to remedy its failure or delay in performing its obligations.

16.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than fourteen (14) days the party not affected by the Force Majeure Event may terminate this Agreement.

17 Variation

Subject to Clause 8.1 (*Change control*), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18 Waiver

18.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall 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 this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19 Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20 Severance

20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

20.2 If any provision or part-provision of this Agreement is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 Entire agreement

21.1 This Agreement 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.

21.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

22 No partnership or agency

22.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23 Third party rights

23.1 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.

23.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

24 Notices

24.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses:
 - (i) in the case of Roczen, to: lingchow@resethealth.clinic; and
 - (ii) in the case of the Client, to: [INSERT EMAIL ADDRESSES].

24.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 26.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24.3 This Clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25 Counterparts

25.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is

adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the others with the "wet ink" hard copy original of their counterpart.

26 Dispute resolution

- 26.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then, the parties shall follow the procedure set out in this Clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Roczen Contract Manager and the Client Contract Manager shall attempt in good faith to resolve the Dispute;
 - (b) if the Roczen Contract Manager and the Client Contract Manager are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of the Client and Chief Operating Officer of Roczen who shall attempt in good faith to resolve it; and
 - (c) if the [SENIOR OFFICER TITLE] of the Client and Chief Operating Officer of Roczen are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the ADR notice. The mediator shall be agreed by the parties or, in default of such agreement within 15 (fifteen) Business Days of receipt of the ADR Notice, appointed by the Centre for Effective Dispute Resolution, 70 Fleet Street, London EC4Y 1EU.
- 26.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under Clause 29 (*Governing law & Jurisdiction*) which clause shall apply at all times.

27 Governing law & Jurisdiction

- 27.1 This Agreement and any non-contractual obligations arising in connection with it are governed by and construed in accordance with English law. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceeding, claim or dispute (whether contractual or non-contractual) arising out of or in connection with this Agreement and irrevocably submit to the jurisdiction of those courts.

Signed by the parties or their duly authorised representatives:

the Client

SIGNED by []

for and on behalf of

XXXXXXXXXX

Roczen

SIGNED by

for and on behalf of

Roczen Ltd

Schedule 1 Services

- 1.1. Roczen shall provide the following Services to the Client under the terms of the Agreement:
 - 1.1.1. Roczen shall provide the Roczen Solution to End Users, who are employees of the Client provided always that such End User signs up directly with Roczen for the provision of the Roczen Solution and subject always to the terms of this Agreement and the terms of the End User T&C's;
- 2.2. The following Roczen Solutions shall be provided to the Client's customers under the terms of the Agreement:
 - 2.2.1 a 12-month membership as a Roczen Health member;
 - 2.2.2 monthly consultation with a Roczen Health doctor, nurse or other clinical team member as deemed required by Roczen Health;
 - 2.2.3 a personalised metabolic health plan and goals consisting of programme modules throughout the 12-month programme;
 - 2.2.4 an assigned mentor to provide 1:1 support throughout the programme; and
 - 2.2.5 regular bulletins to aid programme success
 - 2.2.6 A HbA1C blood test, if that forms part of the statement of work and agreed charges between Roczen and the Client.

3. Roczen Reporting Requirements

3.1 INSERT DETAILS].

4. Services and Estimated Timescales

4.1 [INSERT DETAILS, WHERE RELEVANT].

Schedule 2 Statement of Work X

This Statement of Work, dated and entered into as of this [] day of [] and is made by and between:

(1) **RESET HEALTH CLINICS LTD** registered in England with number 12111885 whose registered office is at One, Fleet Place, London, England, EC4M 7WS (**Roczen**); and

(2) [] registered in England with number [] whose registered office is at [] (**the Client**),

pursuant to, and subject to, the terms and conditions of the Master Services Agreement dated [] 202[], (the **Agreement**) between the parties.

1. **Services:** The services as defined in Schedule 1 of this agreement.

2. **the Client's manager and Roczen's manager:** [LIST OUT THE RELEVANT INDIVIDUALS].

3. **Start date and term:** [SPECIFY WHEN THE SERVICES WILL COMMENCE, AND THE TERM OF THIS STATEMENT OF WORK].

4. **Timetable:** [SET OUT THE TIMETABLE FOR PERFORMING THE SERVICES].

5. **Charges:** [SET OUT THE CHARGES AND PAYMENT FOR THE SERVICES].

.....

Signed by [NAME OF the Client REPRESENTATIVE] for and on behalf of the Client.

.....

Signed by [NAME OF RESET REPRESENTATIVE] for and on behalf of Roczen.

Schedule 3 Charges

1. Fixed price:

Unless otherwise agreed by the parties in a Project Specification, Roczen shall charge the following fixed rate Charge for each End User subscription to each Roczen Solution purchased by the Client:

Roczen Basic Solution - £[] per month per end-user.

2. Examination Charges:

Unless otherwise agreed by the parties in a Statement of Work, Roczen shall charge the following Examination Charges, as may be amended by Roczen and notified to the Client from time to time:

- **Blood test carried out on an end-user** – £[]

Schedule 4 Data Protection

Further details of the sharing of personal data under Clause 11 (*Data Protection*) are set out in the table below.

Subject matter:	The sharing of personal data shall be undertaken in the context of the provision of the Services under this Agreement.
Duration:	During the Term of this Agreement, unless terminated earlier by the parties.
Agreed Purposes:	For the Agreed Purposes of: - Roczen providing the Services to the Client under the terms of this Agreement; - the Client fulfilling certain of its obligations under the terms of this Agreement; - the Client providing access to the Roczen Subscriptions to its End User; and - Roczen providing the Services to the End user
Categories of personal data:	The parties shall share: - names of End Users; - Job Titles of the End Users - other contact information of End User, including email addresses;
Categories of data subjects:	The parties shall share personal data of: - End Users; - personnel of the Client; - personnel of Roczen; and
Obligations and rights of the data controllers:	As set out in Clause 11 (<i>Data Protection</i>).