

Dated March 2025

Supply Of Services Contract

between

PARTNER ORGANISATION

and

XYTAL HEALTH MANAGEMENT LTD

Xytal Health Management
3rd Floor, 207 Regent Street,
London W1B 3HH

Central Office: 020 8016 4607
hello@xytal.com
www.xytal.com

SUPPLY OF SERVICES CONTRACT

CONTRACT DETAILS

DATE: Dated

Customer:	
Customer's address:	
Customer's representative:	Name: Title: Email: Telephone: Postal Address:
Supplier:	Xytal Health Management Limited (No. 04946997)
Supplier's address:	3rd Floor, 207 Regent Street, London W1B 3HH
Supplier's VAT number:	128 5026 26
Supplier's representative:	Name: Tracey Hirst & Amy Dyer Title: Senior Delivery Co-Ordinators Email: xytaladmin@xytal.com Telephone: 020 8016 4607 Postal Address: 3rd Floor, 207 Regent Street, London W1B 3HH
Contract Date:	
Commencement Date:	
Delivery Date(s):	
Specification:	
Charges:	
Schedules:	Schedule 1 - Services. Schedule 2 – Charges

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1. This Contract is made up of the following:

(a) This Contract including the Contract Details;

(b) The Conditions; and

(c) The Schedules and Appendices specified in the Contract Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of

.....

Signed by Jason Roberts
for and on behalf of Xytal Health Management Ltd

.....
Commercial Director

Schedule 1 Specification

Schedule 2 Charges

1 Charges for the Services

1.1 [DETAILS OF THE CHARGES].

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 6 (FINANCIAL CONSEQUENCES OF EARLY TERMINATION OR OF LATE CHANGES TO THE DELIVERY DATES SCHEDULE) AND CLAUSE 8 (LIMITATION OF LIABILITY).

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

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

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Commencement Date: the date the Supplier commences delivery of the Services as stated in the Contract.

Completion Date: the final Delivery Date.

Conditions: these terms and conditions as varied by the Special terms in the Contract and as amended from time to time in accordance with clause 13.5.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Contract Date: the date specified in the Contract.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer: the person or firm who purchases Services from the Supplier.

Customer Default: has the meaning set out in clause 4.2.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Deliverables: the deliverables set out in the Specification produced by the Supplier for the Customer.

Delivery Date(s): means a date of attendance by the Supplier as described in the Specification.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade-marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or

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equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification of the Services set out in the Contract.

Supplier: **Xytal Health Management Ltd** registered in England and Wales with company number 04946997 whose registered office is at 3rd Floor, 207 Regent Street, London W1B 3HH.

Supplier Materials: has the meaning set out in clause 4.1.8.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.2 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.
- 1.2.3 A reference to writing or written includes email (save for clause 13.5).

2 Basis of contract

- 2.1 The Contract shall come into effect on the Contract Date and shall continue until the Completion Date.
- 2.2 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of twenty (20) Business Days from its date of issue.
- 2.5 These Conditions apply as varied by the Special terms set out in the Contract.

3 Supply of Services

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

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- 3.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4 Customer's obligations

- 4.1 The Customer shall:
- 4.1.1 co-operate with the Supplier in all matters relating to the Services;
 - 4.1.2 provide the Supplier with venues suitable for delivery of the Services on the Delivery Dates (where delivery of the Services at a venue are required in the Specification);
 - 4.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - 4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.5 prepare the Customer's premises for the supply of the Services;
 - 4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 4.1.7 comply with all applicable laws, including health and safety laws;
 - 4.1.8 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - 4.1.9 comply with any additional obligations as set out in the Specification.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 4.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - 4.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5 Charges and payment

- 5.1 The Charges for the Services shall be set out in the Contract, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed

in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 5.2 In consideration of the supply of Services by the Supplier, save as otherwise agreed between the Parties in writing in the Contract or Specification, the Customer shall pay the invoiced amounts in advance and within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract.
- 5.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.4 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.4 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%.
- 5.5 All amounts due under the Contract 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).

6 Financial consequences of early termination or of late changes to the Delivery Dates schedule

- 6.1 If the Customer terminates the Contract following the Commencement Date the Customer shall pay the Supplier, or where payment for the Charges has already received the Supplier shall be entitled to retain the following sums in consideration of committal of resources and partial performance of the Services:

Date of receipt of Customer's termination notice	Charges payable to the Supplier
Greater than one month of a Delivery Date	20% of the total Charges for those Delivery Dates diarised for more than one month after the date of receipt of the termination notice
Within one month but more than two weeks of a Delivery Date	50% of the Charges for that Delivery Date
Less than two weeks of a Delivery Date	100% of the Charges for that Delivery Date

- 6.2 If the Customer seeks to vary or cancel a Delivery Date within two weeks of that Delivery Date, the Supplier reserves the right to cancel the Contract and retain or invoice for 100% of the Charges for that Delivery Date.
- 6.3 This clause 6 shall survive expiry or earlier termination of the Contract.

7 Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the

Supplier. For the avoidance of doubt, the Supplier owns the Intellectual Property Rights in any proposal, quotation or Specification provided to the Customer.

- 7.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 7.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2.
- 7.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

8 Data protection

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 8, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.
- 8.3 Without prejudice to the generality of clause 8.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 8.4 Without prejudice to the generality of clause 8.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract, ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

9 Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 9.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5 million per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 9.2 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 9.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

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- 9.4.1 death or personal injury caused by negligence;
- 9.4.2 fraud or fraudulent misrepresentation; and
- 9.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.5 Subject to clause 9.4, the Supplier's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the total charges.
- 9.6 In clause 9.5:
 - 9.6.1 contract year. A contract year means a 12-month period commencing with the Commencement Date or any anniversary of it; and
 - 9.6.2 total charges. The total charges means all sums paid by the Customer and all sums payable under the Contract in respect of services actually supplied by the Supplier, whether or not invoiced to the Customer.
- 9.7 This clause 9.7.1 sets out specific heads of excluded loss:
 - 9.7.1 Subject to clause 9.4, the types of loss listed in clause 9.7.2 are wholly excluded by the parties.
 - 9.7.2 The following types of loss are wholly excluded:
 - (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;
 - (g) loss relating to any decision taken by the Customer based on the Services or Deliverables; and
 - (h) indirect or consequential loss.
- 9.8 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.9 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 9.10 This clause 9 shall survive expiry or earlier termination of the Contract.
- 10 Termination**
- 10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one month's written notice.

- 10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 10.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing to do so;
 - 10.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 10.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 10.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 10.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - 10.3.2 there is a change of control of the Customer.
- 10.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 10.2.2 to clause 10.2.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 11 Consequences of termination**
- 11.1 On termination of the Contract:
- 11.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 11.1.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 11.2 Termination or expiry of the Contract 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 Contract which existed at or before the date of termination or expiry.
- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12 Disputes and mediation

- 12.1 In the event if a dispute the parties shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute.
- 12.2 The parties shall first seek to resolve the dispute by escalation to the chief executives/management level of each organisation.
- 12.3 If the procedure set out in clause **Error! Reference source not found.** above has been exhausted and fails to resolve such dispute, the parties will attempt to settle it by mediation. The parties shall, acting reasonably, attempt to agree upon a mediator. In the event that the parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure in this clause 12, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.
- 12.4 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with clause 12.3 or at such other time as may be agreed by the parties in writing. Neither party will terminate such mediation process until each party has made its opening presentation and the mediator has met each party separately for at least one hour or one party has failed to participate in the mediation process. After this time, either party may terminate the mediation process by notification to the other party (such notification may be verbal provided that it is followed up by written confirmation). The Supplier and the Customer will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.
- 12.5 This clause 12 shall survive expiry or earlier termination of the Contract.

13 General

- 13.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 13.2 **Assignment and other dealings.**
- 13.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 13.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 13.3 **Confidentiality.**
- 13.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.3.2.
- 13.3.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13.4 Entire agreement.

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

13.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

13.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

13.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.7 Counterparts.

13.7.1 The Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

13.7.2 Transmission of an executed counterpart of the Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Contract. Without prejudice to the validity of the Contract thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

13.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13.7 shall not affect the validity and enforceability of the rest of the Contract.

13.9 Notices.

13.9.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the email addresses specified in the Contract.

13.9.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

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- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by or 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 (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.

13.9.3 This clause 13.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13.10 Third party rights.

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

13.10.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

13.11 Governing law. The Contract, 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 law of England and Wales.

13.12 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 the Contract or its subject matter or formation.