

EEZED LIMITED

4 WATERFORD LANE, CHERRY WILLINGHAM, LINCOLN, LINCOLNSHIRE, LN3 4AL, UNITED KINGDOM

CONTRACT DETAILS

Date:	
Customer:	
Customer's address:	
Customer's Contact:	
Project Overview:	
Specification and Deliverables:	<ol style="list-style-type: none">1. Provide training to the Customer and any of its staff in relation to the assessment and signposting of patients to enable the identification and further testing of potential sleep apnoea patients.2. Provide access to EEZED's proprietary signposting tool to enable the assessment and signposting of patients of sleep apnoea conditions3. Provide home sleep apnoea testing services to facilitate the screening of obstructive sleep apnoea
Charges:	Monthly Subscription Fee: N/A Annual Licence Fee: N/A Patient Charge: £15 per patient
Payment Terms:	Payment monthly on demand.

THIS CONTRACT IS MADE ON THE DATE SET OUT ABOVE AND IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT IN THE ATTACHED SCHEDULE (THE CONDITIONS). EEZED LIMITED AND THE CUSTOMER UNDERTAKE TO COMPLY WITH THE PROVISIONS OF THE TERMS AND CONDITIONS IN THE PERFORMANCE OF THIS CONTRACT

Signed by

for and on behalf of EEZED Limited Director

Signed by

for and on behalf of [CUSTOMER] Director

TERMS AND CONDITIONS

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 7 (Charges and payment).

Clinical Services: Signposting, testing and any other clinical operations performed by Customer following provision of Services

Customer: the person or firm who purchases Services from EEZED as set out in the Contract Details.

End User Clients: Any individual who engages the Customer for Clinical Services

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade 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 equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services as set out in the Contract Details.

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

Standard Operating Procedure Document: Document provided by EEZED which sets out the parameters for operating the Service and which contains all necessary information for Customer to operate and which is incorporated into this Contract.

2. Basis of contract

2.1 The Customer shall submit an Order in writing to purchase the Services in accordance with these Conditions and the Order shall only be deemed to be accepted when EEZED issues written acceptance of the Order by completing the Contract Details, at which point and on which date the Contract shall come into existence.

2.2 The Customer is responsible for ensuring that the Order and Specification are complete and accurate. Upon signing the Contract Details the Customer will be deemed to have accepted the Specification.

3. Supply of Services

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

3.2 EEZED warrants to the Customer that the Services will be provided using reasonable care and skill.

- 3.3 The Customer shall ensure that the terms of the Order and any information it provides in the Specification are complete and accurate and co-operate with EEZED in all matters relating to the Services.
- 3.4 The Customer must ensure that it has accurate and valid payment details entered into the Stripe System (or any other payment method as agreed with EEZED) or EEZED may refuse to provide any Services until this is completed.
- 3.5 The Customer shall provide EEZED, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by EEZED.
- 3.6 The Customer shall provide EEZED with such information and materials as it may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

4. Provision of Clinical Services

- 4.1 The Customer shall perform the Clinical Services with reasonable skill and care and shall be solely responsible for ensuring its employees or agents do the same. The Customer including any of its employees cannot begin providing Clinical Services without completing the **Snoring and Obstructive Sleep Apnoea for the Pharmacist** course provided by EEZED (or any other replicable course).
- 4.2 The Customer (including any employee or agent) must follow all instructions and directions contained within the Standard Operating Procedure Document.
- 4.3 The Customer shall 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 and comply with all applicable laws, including health and safety laws.
- 4.4 The Customer is prohibited from engaging with any third parties to provide similar or the same Clinical Services during the term of this contract.
- 4.5 EEZED shall be entitled to undertake an audit of the Customer's provision of the Clinical Services during each calendar year following commencement of the Services, such audit to be on a reasonable basis and without intrusion into the Customer's business. The Customer hereby grants EEZED full access to its premises and all records related to the Clinical Services or this Contract to undertake this audit (which may be without notice).

5. Supply of Materials

- 5.1 EEZED shall provide the Customer with all necessary materials, equipment, computer software, documents and other property of EEZED (**EEZED Materials**) as may be necessary to operate the Services including the Standard Operating Procedure Document. The EEZED Materials and the Standard Operating Procedure Document remain the property of EEZED at all times.
- 5.2 The Customer shall keep all EEZED Materials at the Customer's premises in safe custody at its own risk, maintain the EEZED Materials in good condition until returned to EEZED, and not dispose of or use the EEZED Materials other than in accordance with the EEZED's written instructions or authorisation. Where EEZED Materials are provided to third parties, the Customer shall ensure those parties are made aware that the EEZED Materials must be returned in good condition (title to the EEZED Materials is retained by EEZED at all times).

6. Marketing

- 6.1 The Customer must only use marketing materials which have either been provided by EEZED or which have been approved by EEZED following a request by the Customer (which must come prior to the use of any marketing materials).

6.2 The Customer must provide a link to the domain <https://snorer.com> (or any other domain as shall be notified by EEZED) which End User Clients can view and should cooperate with EEZED to provide marketing support on social media on a reasonable basis.

7. Charges and payment

7.1 Customers will be liable for the Charges as set out in the Contract Details and as set out in this Clause 7. Charges will be due immediately upon demand and payment is of the essence of the Contract.

7.2 EEZED reserves the right to increase the Charges on an annual basis with effect from each anniversary of this contract coming into force and shall provide notice of any increase in advance of them coming into force.

7.3 A charge will be incurred on each occasion that details for a new patient are entered onto the assessment portal (**Patient Charge**). The Patient Charge shall be incurred immediately following entry of a new patient's details. Where a patient has not been assessed for a period of six months or more from the date of their first entry onto the portal, a new Patient Charge will be incurred for any additional assessment. All Patient Charges shall be debited on a monthly basis from the Customer's payment account.

7.4 EEZED shall charge for individual equipment where necessary and shall provide the Customer with an invoice payable on demand for any equipment.

7.5 EEZED may charge a subscription fee for its Services which is payable monthly at the end of each month from the date that the Order is accepted (**Monthly Subscription Charge**). The Monthly Subscription Charge shall be payable for any month in which Services are accepted.

7.6 EEZED invoice the Customer monthly to include all Charges incurred during that month including any applicable taxes, which shall be in addition to the Charges. Invoices shall show the balance outstanding on the Customer's account following automated payment process. Invoices are payable on demand. Interest shall be added at EEZED's discretion on any unpaid amount more than 14 days overdue at a rate of 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%.

7.7 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).

8. Intellectual property rights

- 8.1 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 EEZED.
- 8.2 EEZED grants to the Customer a non-exclusive licence to use the Intellectual Property Rights (including within any EEZED Materials and the Standard Operating Procedure Document) for the term of the Contract. The Licence is non-transferable and the Customer must not sub-license, assign or otherwise transfer the rights granted in this clause 8.2.
- 8.3 The Customer grants EEZED a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to EEZED for the term of the Contract for the purpose of providing the Services to the Customer.
- 8.4 The Licensee must not disclose the content of any computer software or any passwords to access that computer software or online services to any third party except where approved by EEZED (in its sole and unfettered discretion). Any computer software provided by EEZED can only be used at the Customer's premises and cannot be removed and used at any personal locations.
- 8.5 The Customer agrees that damages may not be an adequate remedy for breach of any provision in this Clause 0.

9. Term and Termination

- 9.1 The Contract shall continue unless terminated earlier in accordance with these terms, until either Party gives to the other not less than 3 months' written notice to terminate, expiring on or after the first anniversary of the date this Contract came into force.
- 9.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) 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 7 days of that party being notified in writing to do so;
 - (b) The Customer in the reasonable opinion of EEZED has failed an audit and is not providing Clinical Services in a reasonable manner; including but not limited to failure to undertake the professional development course or to maintain knowledge of the processes and failure to follow the procedure set out in the Standard Operating Procedure Document;
 - (c) 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) 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.
- 9.3 Any failure by the Customer to pay any amount due under the Contract on the due date for payment shall constitute a material breach.
- 9.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10. Consequences of termination

- 10.1 On termination of the Contract the Customer shall return or destroy all of the EEZED Materials, any material relating to the Intellectual Property Rights and Deliverables and the Customer is responsible for their safe keeping and will not use them for any purpose not connected with the Contract until they are returned to EEZED or destroyed.
- 10.2 the Customer shall immediately pay to EEZED any outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, EEZED shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 10.3 The Customer shall be prohibited from providing any Clinical Services which are similar or the same to those provided by EEZED under the terms of this contract for a period of 12 months following termination.
- 10.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. Limitation of Liability

- 11.1 EEZED shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, including: special damages; loss of profits; loss of anticipated savings; loss of business opportunity; loss of goodwill; or loss or corruption of data.
- 11.2 The total liability of EEZED, whether in contract, tort (including negligence) or otherwise and whether in connection with the Contract, shall in no circumstances exceed a sum equal to Charges payable in the 12 month period preceding the date of the claim.
- 11.3 EEZED does not exclude liability for: death or personal injury caused by the negligence; fraud or fraudulent misrepresentation; breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or any other liability which may not be excluded by law.

12. General

- 12.1 Any phrase in these Conditions introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 12.2 Any reference to writing or written in these Conditions includes emails.
- 12.3 EEZED shall not 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 an event, circumstances or causes beyond its reasonable control.
- 12.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 12.5 This 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.
- 12.6 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 or negligent misstatement based on any statement in this agreement.
- 12.7 No variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 12.8 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; nor prevent or restrict the further exercise of that or any other right or remedy.
- 12.9 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.
- 12.10 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or email.
- 12.11 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 12.10; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 12.12 No one other than a party to the Contract shall have any right to enforce any of its terms.
- 12.13 The Contract, and any dispute or claim 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, and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.