

Effective Date: 1 July 2021

## MASTER SERVICES AGREEMENT (“MSA”) – UK

This MSA, together with the Service Order Form (“Agreement”) is entered into and between Remote Medical International UK Ltd (“RMI”), located at Collingwood House, Port of Tyne, South Shields, England, NE33 5SP and the Client. All capitalised terms not defined in this MSA have the same meaning as in the Service Order Form signed by the Client.

- 1. Term.** This Agreement will commence on the Effective Date and will be in full force and effect for one year (“Term”). This Agreement will automatically renew on each anniversary of the Effective Date for successive one-year Terms unless either party elects to terminate by giving not less than ninety (90) days’ written notice to the other party prior to the anniversary.
  
- 2. Compensation.**
  - 2.1. Invoicing and Payment.** The Client agrees to pay the amounts listed in the Service Order Form. Invoices must be paid within 30 days of receipt by the Client. The Client will be charged 1.5 percent per month interest above the base rate set by the Bank of England on any portion of any invoice issued by RMI and not paid by the Client within 30 days of receipt by the Client.
  
  - 2.2. Taxes.** As to payment of the compensation called for in this Agreement, the Client is responsible for any taxes owed by the Client, any subcontractor, or RMI (except RMI income taxes and sales taxes on RMI-furnished items) in connection with or incident to the performance of this Agreement and shall, if requested in writing, provide RMI and its subcontractors with information and support to ensure compliance with their obligations under relevant law, including but not limited to the Income Tax (Earnings and Pensions) Act 2003 .
  
  - 2.3. Prices.** On each anniversary of the Effective Date, RMI reserves the right to increase its price to reflect any changes in the salaries paid to its employees and other cost increases. RMI will provide at least 60 days’ written notice of a price change. From the date of this notice, the Client has 30 days in which it may give written notice to terminate this Agreement.
  
- 3. Compliance.**
  - 3.1. Compliance Generally with Law.** The parties represent and warrant that they will comply and require their respective suppliers and subcontractors to comply with all applicable laws.



**3.2. Compliance with Health Privacy and Data Privacy Law.** The parties will comply with their respective obligations under relevant data protection law including, but not limited to, the Data Protection Act 2018 (“DPA 2018”) and the General Data Protection Regulation ((EU) 2016/679. The Client will be responsible for obtaining the consent of the relevant persons in respect of any personal data (as defined under the DPA 2018) that may be processed by RMI pursuant to this Agreement. The parties will enter into an appropriate data processing agreement to the extent RMI is required to process any personal data. . In the event of any unauthorised, unlawful, or unintended processing, access, disclosure, exposure, alteration, loss, or destruction of personal data, a party will immediately notify the other party and cooperate with their reasonable requests to investigate and remediate such incident and provide appropriate response and redress.

**3.3. Compliance with Anti-Bribery, Money Laundering and Anti-Terrorism Law.** Each party represents, warrants, covenants, and agrees that it and any subsidiary or any entity under common control with it (“Affiliates”) will at all times comply with any applicable anti-corruption laws, money laundering laws and anti-terrorism laws.

**3.4. Safe and Healthy Workplace.** The Client represents, warrants, and undertakes that it will take all necessary steps and measures to ensure a safe and healthy workplace or service environment for any RMI employees, subcontractors or vendors that are at any Client site in compliance with all applicable laws, regulations, and industry standards. Before starting services on any non-RMI site, RMI may conduct a risk or suitability assessment of the site. RMI reserves the right to not perform services if it determines the site is not safe or suitable for the intended services, in its sole discretion.

#### **4. Liability.**

**4.1. Mutual Indemnification.** Each party agrees to indemnify and defend and hold harmless the other party from and against all claims, damages, or amounts payable advanced or sought by a third party arising out of, resulting from, related to or in connection with any alleged or actual breach of contract, act, or omission by the indemnifying party, including without limitations any claims, damages, or amounts payable arising out of or in connection with, or as an incident to, any negligence, willful misconduct, criminal acts, criminal fines, or criminal penalties of the indemnifying party, its employees, subcontractors, agents, and other representatives. The indemnifying party will pay the reasonable costs of the indemnified party. Each party will have the right to choose its own legal representation if being indemnified. The indemnity provided by the indemnifying party will be limited to the indemnifying party’s proportional responsibility for any breach, act, or omission giving rise to the claim for which indemnity is sought.



**4.2. Limitation of Liability.** Notwithstanding anything else in this Agreement, neither party's liability regarding any claim that it makes against the other will exceed the lesser of the maximum amount paid to RMI by the Client during the twelve months before the event giving rise to the claim or the total fee quote RMI provided to the Client at the start of the services. Neither party will be liable under this Agreement or under any cause of action related to the subject matter of this Agreement for loss of profit, loss of or corruption of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill (whether direct or indirect) nor shall either party be liable for consequential, indirect or special losses. Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other losses which cannot be excluded or limited by applicable law.

## **5. Termination.**

**5.1. Termination for Breach.** In addition to Sections 1 and 2, a party may terminate this Agreement (i) upon 30 days' written notice to the other party of a material breach if the breach remains unremedied at the end of the 30 days; (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors or there is reasonable anticipation of the same; or (iii) if the reason for termination is based upon on-going safety issues which have failed to be resolved, an immediate safety event from which property damage or personal injury could have or did occur, or if remedy is not possible.

**5.2. Incurred Costs.** Where RMI incurs costs in preparation for delivering services under this Agreement ("Incurred Costs"), and (i) the Client subsequently terminates this Agreement or (b) RMI agrees to stop performing any part of the services at the Client's request, RMI may recover any Incurred Costs that have not been recovered through the applicable fees already payable by the Client under this Agreement.

**6. Intellectual Property.** Each party permits the other party to identify it as a supplier or customer, respectively. Each party grants the other party a limited, revokable, non-exclusive license to its trademarks, trade names, or other intellectual property as may be necessary in connection with carrying out this agreement, if the trademark, trade name, or other intellectual property rights or information are used only in a form or format as is previously approved in writing by the other party. Each party will have no other right to use the other party's trademarks, trade names, or other intellectual property. Any license to intellectual property will terminate with this Agreement.



- 7. Confidentiality.** Except as may be necessary to enforce its rights under this Agreement, as otherwise may be necessary to respond in any legal proceeding, or as otherwise may be necessary to procure any insurance or bonding required by this Agreement, the parties will not disclose to any third party, other than their parents, Affiliates, officers, directors, employees, agents, permitted subcontractors or other representatives who have a need to know, the existence, terms or conditions of this Agreement or any information provided by one party (“Disclosing Party”) to the other party (“Recipient”) that is identified as confidential or proprietary or that would otherwise appear to be or would be considered by a reasonable person to be confidential in the context in which the information is used. This section will not apply to information (i) that was known to the Recipient before its disclosure by the Disclosing Party free from any duty of confidentiality, (ii) that becomes publicly available other than by unauthorised disclosure, or (iii) is received from a third party who, to the best of the Recipient’s knowledge, is under no confidentiality obligation with respect to such information. The parties’ obligations will survive the expiration or termination of this Agreement.
- 8. Governing Law.** This Agreement and any contractual and non-contractual claims that in any way arise out of or related to this Agreement will be governed exclusively by the laws of England and Wales.
- 9. Arbitration.** Any controversy or claim arising out of or relating to this contract or breach of this contract will be settled by arbitration in accordance with the rules of the International Centre for Dispute Resolution before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the arbitration.
- 10. Notices.** Any notice regarding this Agreement must be in writing either delivered by a nationally recognised overnight carrier or by email to the other party’s contact information listed on the SOW or Quote. Notice will be deemed received the day delivered, if by overnight carrier, or at the time sent if by email when no error was received.
- 11. Force Majeure.** Neither party will be liable for its failure to fulfill its obligations by reason of any supervening event beyond its control. Such causes include but are not limited to acts of God, war (declared or undeclared), insurrections, hostilities, riots, fire, national strikes and interference or hindrance or governmental authority, or any other matter or cause beyond the control of the party. The party will immediately give notice of this to the Client and will do everything in its power to resume full performance.
- 12. No Waiver.** No waiver of any of the provisions will be effective unless explicitly in writing and signed by the party waiving.
- 13. Assignment.** A party may only assign this Agreement or a right under this Agreement with the prior written consent of the other party, except that RMI may assign its rights and



obligations under this Agreement during a sale of all or a substantial part of its business. Except as noted above, any assignment without consent is void.

- 14. Survival.** Any indemnity or obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.
- 15. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed void, and the remaining provisions of this Agreement will remain in effect.
- 16. No Third-party Rights or Beneficiaries.** No third-party beneficiaries exist under this Agreement.
- 17. Modification.** No amendment to this Agreement will be effective unless made in writing and signed by RMI and Client.
- 18. Entire Agreement.** This MSA, service-specific terms and conditions (“Service T&Cs”), the Service Order Form, and any Quote are the entire agreement between RMI and Client and supersede and replaces any previous agreements, oral or written, between the parties regarding such matters. If any conflict exists between this MSA, the Services Order Form, the Service T&Cs, and any Quote they will control in this order: (1) the Service Order Form, (2) the Service T&Cs, (3) this MSA; and (4) the Quote.

