

1. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOU MUST AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS BEFORE USING THE EDGE4HEALTH. 1.1 Your use of, and supply of your products or services through, www.edge4health.co.uk ("The Edge4Health"), is subject to the following terms and conditions ("Conditions") (together with the documents referred to in them). By registering with and using The Edge4Health you agree to be bound by these Conditions and you will continue to be bound by these Conditions until such time as you cease to promote goods or services on The Edge4Health. Some terms will continue to apply after such time, as detailed below. 1.2 In accepting these Conditions on behalf of the supplier, the individual doing so is representing that he or she has the authority to bind the supplier to these terms. 1.3 By accepting these Conditions once we have notified you to proceed to use The Edge4Health pursuant to clause 5.3 you are entering into a contractual agreement with us (the "Contract"), commencing on the date that you confirm acceptance of these Conditions, for the use of The Edge4Health. The Contract shall be on the basis of these Conditions to the exclusion of any other terms and conditions that you may have communicated to us verbally, in correspondence or otherwise. 1.4 If you do not agree to these Conditions, you must not register with, or use, The Edge4Health. 1.5 In these Conditions, references to "you" or "your" are to the supplier organisation registering on The Edge4Health and accepting these Conditions. 1.6 Annex A sets out further defined terms used in these Conditions and not defined in the text. 2. INFORMATION ABOUT US 2.1 The The Edge4Health platform is owned and powered by VirtualStock Limited ("we"; "us"; "our"), a company registered in England and Wales under company number 05078942 with its registered office at One Valpy, 20 Valpy Street, Reading, England, RG1 1AR. 3. PURPOSE OF THE EDGE4HEALTH 3.1 The purpose of The Edge4Health is to enable suppliers of goods and/or services to connect directly with potential purchasers of those goods and/or services ("Customers"). 3.2 We do not guarantee that The Edge4Health, or any content on it, will always be available, uninterrupted or fault-free, and although we will use reasonable endeavours to maintain the availability of The Edge4Health for suppliers, Customers and Authorised Users, we will have no liability for any unavailability or downtime of The Edge4Health or any other problems that interfere with use of The Edge4Health by you, Authorised Users or Customers. We may suspend, withdraw, discontinue or change all or any part of The Edge4Health without notice if we have not received payment in accordance with clause 10 (but shall recommence your use of The Edge4Health at no further cost when the delinquent charges have been paid). 3.3 You are responsible for making all arrangements necessary for you and your relevant Authorised Users to have access to The Edge4Health, and for the costs of such arrangements, including the provision of local network and internet access, providing and updating inventory and other content for The Edge4Health and any costs involved in integrating The Edge4Health with your existing systems. 3.4 You are also responsible for ensuring that all persons including but not limited to Authorised Users, who access The Edge4Health on your behalf are aware of these Conditions, and that they comply with them and with any terms of use provided to them when they register for a User account. 3.5 The The Edge4Health is directed to business use by businesses resident and operating in the United Kingdom. We do not represent that content available on or through The Edge4Health is appropriate or available in other locations. We may block the availability of The Edge4Health or any service or product described on The Edge4Health to any person or geographic area at any time. If you or your employees choose to access to The Edge4Health from outside the United Kingdom, you do so at your own risk. 4. OUR ROLE DELIVERING THE EDGE4HEALTH 4.1 You acknowledge that our role is limited to providing The Edge4Health as a web-based platform through which you, Authorised Users, Customers and Users view content and place orders for the supply and delivery of goods and/or services. We will not be a party to any contracts entered into between users of The Edge4Health. Such contracts shall be on terms and conditions agreed between you and the Customer. You agree that we shall have no involvement in, or liability for, the performance of such contracts. 4.2 You accept and acknowledge that we have no liability for the fulfilment of any such transactions and any issues arising under the contracts that you have with Customers and/or third parties, and that such issues must be resolved between you and the Customer directly. 4.3 We shall have no liability to you in respect of any failure by a Customer to pay you for any goods or services that you supply to Customers as a result of orders placed using The Edge4Health, and any issues related to payment or non-payment should be raised directly with the relevant Customer or its nominated representative. 4.4 The Edge4Health provides a procurement system which may be integrated with your existing procurement, stock management and finance systems, provided that your systems satisfy our minimum specification from time to time. Whilst we will use reasonable endeavours to ensure that The Edge4Health operates effectively, it remains your sole responsibility to monitor the orders being placed through The Edge4Health, and to reconcile the invoices (if any) raised via The Edge4Health against the orders you have received and the goods and services you have supplied. We accept no liability for any failure by you or a Customer to adequately monitor the goods and/or services being supplied and to reconcile them against invoices generated within The Edge4Health. 5. BASIS OF USE OF THE EDGE4HEALTH 5.1 A request for a Subscription to use The Edge4Health constitutes an offer by you to use The Edge4Health in accordance with these Conditions. 5.2 We will carry out various pre-validation checks when you register with The Edge4Health to ensure that you are eligible to use The Edge4Health. These checks may include requiring you to provide proof of identity and details of a valid UK bank account. Your use of The Edge4Health is conditional upon you passing these pre-validation checks. If you fail to provide the required information or the information is incorrect, we reserve the right to suspend or terminate your use of The Edge4Health. 5.3 You must complete all relevant details in the Subscription process. When we notify you to proceed to use The Edge4Health the Contract shall come into existence ("Commencement Date"). 5.4 The subscription term for The Edge4Health is twelve (12) months from the Commencement Date and shall continue thereafter, unless and until terminated earlier in accordance with clauses 10 and 15. ("Subscription Term"). 5.5 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. 5.6 We may amend these Conditions at any time by posting the relevant amended and restated Conditions on The Edge4Health and will promptly send you notification when we do so by email. By continuing to use The Edge4Health, following notification you agree that the amended terms apply to you. 6. SUPPLY OF THE EDGE4HEALTH 6.1 We shall supply use of The Edge4Health to you and make it available to you in accordance with these Conditions. 6.2 We shall have the right to make any changes to The Edge4Health which are necessary to comply with any applicable law or safety requirement, or which do not adversely affect the nature or quality of The Edge4Health, and shall notify you in any such event giving not less than 30 days' notice of such changes. 6.3 We shall use reasonable endeavours to perform our obligations under the Contract: 6.3.1 within a reasonable period of time; 6.3.2 safely, with all reasonable care and skill and in accordance with good industry practice and standards; 6.3.3 so as to ensure that The Edge4Health is free from defects or errors, other than those resulting from any unauthorised material modification or misuse of The Edge4Health by a party not authorised by us; 6.3.4 ensure that The Edge4Health is reasonably fit for the purpose pursuant to our obligations under these Conditions. 6.4 Each Party warrants, represents and undertakes that: 6.4.1 it has full capacity and authority to enter into and to perform their obligations under these Conditions; 6.4.2 it shall not make any untrue, misleading, false or derogatory statements concerning the other Party or any affiliate of that other Party, nor any statements which are inconsistent with or detrimental to the goodwill, name, reputation or image of the other Party or any affiliate of that other Party; 6.4.3 these Conditions are executed by a duly authorised representative of that Party; 6.4.4 it shall obtain and comply with all consents necessary to perform its obligations under these Conditions; 6.4.5 it shall comply with all laws and regulations and not do or omit to do anything which would cause the other Party to breach any laws or regulations; and 6.4.6 it shall use current anti-virus software to prevent introducing by any means any Viruses, to The Edge4Health or to any other system that disrupts, corrupts or damages The Edge4Health or the Data that disrupts, corrupts or damages such system or the data on such systems or causes loss of such data. 6.5 We warrant to you that any third party software used by us in the provision of The Edge4Health is fit for its designed purpose, and that we have all necessary licenses to use such software. 7. YOUR USE OF THE EDGE4HEALTH 7.1 Subject to clause 15 (Suspension and Termination) and your using The Edge4Health in accordance with these Conditions we grant you a non-exclusive, non-transferable right to permit the Authorised Users to use The Edge4Health solely for making your goods and/or services available to the Customers. 7.2 In relation to the Authorised Users, you undertake that: 7.2.1 you will not to allow The Edge4Health For Health to be used by anyone other than Authorised Users; 7.2.2 each Authorised User shall keep a secure password for his use of The Edge4Health For Health. 7.3 Neither Party shall access, store, distribute or transmit any material during the provision of The Edge4Health: 7.3.1 that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; 7.3.2 that facilitates illegal

activity; 7.3.3 that depicts sexually explicit images; 7.3.4 that promotes unlawful violence; 7.3.5 that is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or 7.3.6 in a manner that is otherwise illegal or causes damage or injury to any person or property; and we reserve the right, without liability or prejudice to our other rights to suspend The Edge4Health for breach of this clause 7.3. 7.4 Neither you nor any Authorised User shall: 7.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties: (a) and except to the extent expressly permitted under these Conditions, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of The Edge4Health in any form or media or by any means; or (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of The Edge4Health; or 7.4.2 access all or any part of The Edge4Health in order to build a product or service which competes with The Edge4Health; or 7.4.3 use The Edge4Health to provide services to third parties which are not consistent with clause 7.1 of these Conditions; or 7.4.4 subject to clause 17.2, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make The Edge4Health available to any third party except the Authorised Users, or 7.4.5 attempt to obtain, or assist third parties in obtaining, access to The Edge4Health, other than as provided under these Conditions. 7.5 You shall use reasonable endeavours to prevent any unauthorised access to, or use of The Edge4Health and, in the event of any such unauthorised access or use, promptly notify us. 7.6 The rights provided under these Conditions are granted to you and your Authorised Users above, and shall not be considered granted to any subsidiary or holding company of yours. 8. YOUR OBLIGATIONS 8.1 You shall and you shall procure that Authorised Users shall: 8.1.1 make all provisions required to access The Edge4Health and maintain the requisite local network internet access and means of updating inventory and your other content on The Edge4Health; 8.1.2 ensure that details of all products and/or services that you or your Authorised Users upload to The Edge4Health shall be true and accurate; 8.1.3 co-operate with us in all matters relating to use of The Edge4Health; 8.1.4 provide us with such information and materials as we may reasonably require in order to supply The Edge4Health, and ensure that such information is accurate; 8.1.5 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which your use of The Edge4Health starts; and 8.1.6 be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to the data centre(s) where The Edge4Health is hosted, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet. 8.2 If either Party's performance of any of its obligations under these Conditions is prevented or delayed by any act or omission by the other Party or failure by the Party to perform any relevant obligation ("Default"): 8.2.1 either Party shall without limiting its other rights or remedies have the right to suspend performance of The Edge4Health until the Party in Default remedies the Default, and to rely on the Default to relieve it from the performance of any of its obligations to the extent the Default prevents or delays that Party's performance of any of its obligations; 8.2.2 We shall not be liable for any costs, loss or damage sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as a result of your or your Authorised Users' or Customer's Default. 9. USER CONTENT 9.1 Users of The Edge4Health may be afforded the ability to post reviews, comments and other material; and submit suggestions, ideas, questions, or other information, as long as such User content complies with Clause 7.3. 9.2 We do not (and are not required to) endorse, monitor, verify or validate User content. You acknowledge that content may contain errors and inaccuracies, and may be incomplete or out of date, and you agree to exercise your own discretion in deciding the extent to which you will verify such information before acting or relying on it. You agree that User content is made available by us without any guarantee, condition, representation or warranty of any kind, express or implied, and you agree that we shall be not be liable for any errors, inaccuracies, lack of completeness or up-to-date-ness in such User content. 9.3 Notwithstanding the above, we reserve our right (but do not have the obligation) to remove, edit or moderate User content. We will not alter the description of your Products or their pricing without your prior consent. 9.4 You agree to hold us harmless against any claims or actions brought by third parties alleging that User content posted or published by you infringes their intellectual property rights, or their right to privacy, or is in breach of confidentiality. 9.5 You agree that we may use the content posted by you or Authorised Users onto The Edge4Health in the course of making The Edge4Health available to you and providing access to Users. You acknowledge and agree that for you to benefit from the use of The Edge4Health we will enable prospective Customers for your goods and/or services to access and use The Edge4Health to view content including but not limited to the information relating to goods and/or services. 10. CHARGES AND PAYMENT 10.1 The Charges for The Edge4Health shall be calculated in accordance with the current Rate Card. 10.2 In the event that you have subscribed to use the Catalogue functionality of The Edge4Health we will send you an annual invoice at the commencement of the relevant annual period. 10.3 In event that you have subscribed to use the P2P functionality of The Edge4Health we will send you a monthly statement confirming the number of your P2P transactions on The Edge4Health and the aggregate of the gross transaction value of all P2P orders for goods and/or services placed with you on The Edge4Health which have not been reversed or otherwise credited on The Edge4Health during that month and we will set out the total Charges (if any) payable by you for the P2P functionality based on that information. You must notify us in writing of any disputes regarding the accuracy of the statement within seven (7) days of the date of the statement, failing which you shall be deemed to have accepted the accuracy of the statement. In the event of a dispute regarding the calculation of the Charges for P2P, our records will prevail over your internal records of transactions made via The Edge4Health. 10.4 You shall pay to us the Charges set out in an invoice no later than thirty (30) days from the date of the invoice save that if any elements of the invoice remain disputed by you in good faith, the payment of the Charges in relation to the disputed elements may be withheld until the dispute is resolved. 10.5 You shall pay Charges by in cleared funds to the bank account we may nominate from time to time. Time for payment of the Charges shall be of the essence and no payment shall be deemed to have been made until we have received payment in cleared funds. 10.6 You agree to pay the Charges, which may include but are not limited to the setup fee, minimum guaranteed monthly fee, integration fees, subscription charges, transaction Charges and commission as agreed with you from time to time. 10.7 Where applicable, we reserve the right to increase the Charges set out in the Rate Card from time to time, provided that such Charges cannot be increased more than once in any 3 month period. We will give you written notice of any such increase 90 Business Days before the proposed date of the increase. If such increase is not acceptable to you, you must notify us in writing within 5 Business Days of the date of our notice and you shall have the right without limiting its other rights or remedies to terminate the Contract by giving 60 Business Days written notice to us. 10.8 All amounts, where applicable, payable by you under the Contract are exclusive of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of The Edge4Health at the same time as payment is due for the supply of The Edge4Health. 10.9 If for any reason you fail to make any applicable payment due to us and/or we are unable to collect the Charges under these Conditions by the due date for payment, then you shall pay interest on the overdue amount at the rate of 4% per cent per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue Charges, whether before or after judgment. You shall pay the interest together with the overdue amount. 10.10 You shall pay all applicable amounts due under these Conditions in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you. 10.11 If any audit reveals that you have underpaid any applicable Charges, then without prejudice to our other rights, You shall immediately pay to Us an amount equal to such applicable underpayment as calculated in accordance with the Charges set out in the Rate Card within 30 Business Days of the date of the relevant audit. 11. INTELLECTUAL PROPERTY RIGHTS 11.1 All software and algorithms used in connection with The Edge4Health are our property or that of our third party software suppliers and are protected by copyright laws. All content placed on The Edge4Health by you remains your Intellectual Property. The Edge4Health For Health logos and trademarks shown on The Edge4Health are trademarks, service marks and/or trading names of ours, these are protected by applicable intellectual property legislation. 11.2 You grant us the right to include your trademarks and proprietary brands within The Edge4Health and we may publish the same with the Data made available to Users. 11.3 Each Party acknowledges that civil and criminal penalties may be incurred in the event of any infringement of the copyright and/or other rights in relation to The Edge4Health or its contents and that any such

infringement by a Party may result in incalculable damage and/or loss to the other Party, and accordingly the infringing Party agrees that, in addition to any other right or remedy of the other Party, that other Party shall be entitled to seek immediate injunctive relief to restrain any actual or apprehended infringement thereof and the infringing Party undertakes to indemnify the other Party in full, against all direct loss and damage (together with any reasonable costs and expenses thereto) incurred by that other Party by reason of any such infringement by the infringing Party.

12. DATA AND PRIVACY

12.1

By using The Edge4Health, you and your Authorised Users will place information on to The Edge4Health. That information will be accessible to Users.

12.2

You acknowledge that in placing information on to The Edge4Health that information or that information in conjunction with other information regarding individuals may constitute Personal Data identifying living individuals. You consent to the collection and use of your and Authorised User's Data and/or any related Personal Data in the manner set out in the Privacy Policy, which may be changed from time to time, to enable our delivery of The Edge4Health.

12.3

We use Personal Data in the manner set out in the Privacy Policy and as further set out in these Conditions. The Privacy Policy forms a part of these Conditions.

12.4

You must ensure that Authorised Users and other Users do not include any information about patients for whom goods or services are to be provided. In particular, you must use best endeavours to prevent sensitive Personal Data including but not limited to information about the individual or their health being posted to The Edge4Health.

12.5

You confirm that both we are authorised on your behalf to receive and use the Data and/or any Personal Data for the purpose of delivering the functionality of The Edge4Health to you and to Authorised Users and Users.

12.6

We may keep Personal Data for up to seven (7) years from the date of an order but will remove Personal Data from The Edge4Health as reasonably practicable. You acknowledge that you are responsible for retaining Personal Data on your own account as Data Controller for your own records after a transaction has been completed following an order being fulfilled. We shall delete Personal Data pertaining to an order and any archived order information, from all IT systems in accordance with our current policies.

12.7

Each Party warrants that it has obtained all necessary consents or has otherwise satisfied the fair and lawful processing requirements under the Data Protection Legislation with regard to handling data subjects' Personal Data for which each Party is responsible insofar as it relates to the disclosing of such Personal Data to the other Party for the purpose of providing The Edge4Health.

12.8

We may create and use anonymised aggregated data analytics and market trends from the Data and other information on The Edge4Health. Personal Data shall not be included in any data analytics.

12.9

You acknowledge that we and NHS Shared Business Services Ltd ("NHS SBS") an English company number 5280446 are working collaboratively to make The Edge4Health available to National Health Service Trusts ("NHS Trusts"). To the extent that NHS SBS are contracted to provide services to a particular Trust you agree that we may share the Data, your details and those of your Customers with NHS SBS for the purpose of NHS SBS delivering services to those Trusts in question.

12.10

You accept and acknowledge that we shall have no responsibility for the accuracy of Data uploaded by you, Authorised Users or Customers.

12.11

The User Directory and the Supplier Directory are confidential and may not be replicated, exported or disclosed (in whole or part) to third parties without our prior written permission.

13. INDEMNITY

13.1

We shall defend you, your officers, directors and employees against any claim that The Edge4Health infringe any United Kingdom patent effective as of the Commencement Date, copyright or trade mark rights, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:

13.1.1

we are given prompt notice of any such claim;

13.1.2

you provide reasonable co-operation to us in the defence and settlement of such claim at our reasonable expense; and

13.1.3

we are given sole authority to defend or settle the claim.

13.2

You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of The Edge4Health and in particular inclusion of content into The Edge4Health causing or giving rise to an assertion of infringement by a third party that their Intellectual Property Rights have been infringed. Provided that:

13.2.1

we give you prompt notice of any such claim;

13.2.2

we provide reasonable co-operation to you in the defence and settlement of such claim at your expense.

13.3

In the defence or settlement of any claim, a Party may procure the right for the other Party to continue using or providing The Edge4Health, replace or modify The Edge4Health so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the other Party without any additional liability or obligation to pay liquidated damages or other additional costs to that Party.

13.4

In no event shall we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:

13.4.1

a modification of The Edge4Health by anyone other than us or our third party contractors or agents; or

13.4.2

you or Authorised Users use The Edge4Health in a manner contrary to the instructions given by us; or

13.4.3

you or your Authorised Users use The Edge4Health after notice of the alleged or actual infringement from us or any appropriate authority.

14. LIMITATION OF LIABILITY

14.1

Nothing in the Contract shall limit or exclude either Party's liability for:

14.1.1

death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

14.1.2

fraud or fraudulent misrepresentation; or

14.1.3

breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

14.2

Subject to clause 14.1, we shall not be liable to you or any Authorised User, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with The Edge4Health for:

14.2.1

loss of sales or business;

14.2.2

loss of agreements or contracts;

14.2.3

loss of anticipated savings;

14.2.4

loss of use or corruption of software, data or information;

14.2.5

loss of or damage to goodwill; and

14.2.6

any indirect or consequential loss.

14.3

Subject to clauses 14.1 and, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total of 120% of any applicable Charges paid by you to us under the Contract in the 12 months preceding the date of such a breach.

14.4

We do not endorse or recommend any users, Customer, products or services nor do we make any warranties or representations in respect of any user, Customer, products or services. You are encouraged to carry out your own due diligence in respect of those with whom you wish to transact.

14.5

We cannot be held responsible for any delays that result from the failure of any user and or Customer with whom you wish to transact to deliver or provide access to Data.

14.6

Whilst we take reasonable steps to ensure the accuracy, currency, availability, correctness and completeness of the information contained on The Edge4Health we are not liable or responsible for your or Authorised Users' actions or omissions or for the quality or safety of your products and/or services or for the accuracy of the product and/or services descriptions.

14.7

The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

15. SUSPENSION & TERMINATION

15.1

In the event you breach your obligations under the Contract, we reserve the right to suspend The Edge4Health.

15.2

Without limiting its other rights or remedies, either Party may terminate the Contract at any time by providing not less than three (3) months' written notice to the other party, such notice not to expire prior to the end of the initial twelve (12) months of the Subscription Term as defined in clause 5.4.

15.3

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:

15.3.1

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 5 Business Days of that party being notified in writing to do so; or

15.3.2

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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

15.4

Without limiting its other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if you:

15.4.1

fail to pay any applicable amount due under the Contract on the due date for payment which remains in default not less than 30 Business Days after being notified to make such payment; or

15.4.2

suffer a change of Control.

15.5

Without limiting its other rights or remedies, we may suspend provision of The Edge4Health under the Contract or any other contract between the Parties if you become subject to any of the events listed in clause 15.3 or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any applicable amount due under this Contract on the due date for payment.

16. CONSEQUENCES OF TERMINATION

16.1

On termination of the Contract for any reason:

16.1.1

You shall immediately pay to us all of the outstanding unpaid Charges (if any) and any interest;

16.1.2

the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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; and

16.1.3

clauses which

expressly or by implication survive termination shall continue in full force and effect. 16.2 We shall afford you ten (10) Business Days within which you may download or export your Data from The Edge4Health and move it to another platform. 17. GENERAL 17.1 Force majeure. Neither Party shall be in breach of this 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. 17.2 Assignment and other dealings. 17.2.1 You shall not at any time assign, transfer, mortgage, charge, subcontract, novate or deal in any other manner with all or any of your rights under the Contract and shall not subcontract or delegate in any manner any or all of your obligations under the Contract to any third party or agent without our written consent. 17.2.2 We may at any time assign, transfer, mortgage, charge, subcontract, novate or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent without your written consent. 17.3 Confidentiality. 17.3.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, clients or suppliers of the other Party, except as permitted pursuant to these Conditions. 17.3.2 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 17.3; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. 17.3.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Contract. 17.4 Entire agreement. 17.4.1 This Contract, and those agreements referenced herein, constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. 17.4.2 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 or negligent misstatement based on any statement in the Contract. 17.5 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). 17.6 Waiver. 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: 17.6.1 waive that or any other right or remedy; or 17.6.2 prevent or restrict the further exercise of that or any other right or remedy. 17.7 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 shall not affect the validity and enforceability of the rest of the Contract. 17.8 Notices. 17.8.1 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 in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, email. 17.8.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.8.1; 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. 17.8.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. 17.9 Third parties. No one who is not a party to the Contract shall have any right to enforce any of its terms. 17.10 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. 17.11 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. Annex A Interpretation Definitions: Authorised Users: your employees, agents and independent contractors who are authorised by you to use The Edge4Health. 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, where applicable, payable by you for the use of The Edge4Health pursuant to the then current Rate Card and in accordance with clause 10. Conditions: these terms and conditions as amended from time to time in accordance with clause 17.5. Confidential Information: information that is proprietary or confidential and is clearly labelled as such or is inherently confidential in its nature, including but not limited to Product prices offered to each User. Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly. Data: data containing Product information and images. Data Protection Legislation: means the Data Protection Act 1998 and all subsequent UK legislation pertaining to the protection of living individual's personal information. 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, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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. Party or Parties: means you and us. Personal Data: has the meaning given to it under Section 1 of the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). Privacy Policy: means the Privacy Policy located at www.virtualstock.com/privacypolicy Product: the product or service (and ancillary information) published by you on The Edge4Health. Rate Card: means the document setting out the Charges payable, where applicable, by you to us for The Edge4Health, as notified by us to you from time to time. Subscription: the subscription by you to access and use The Edge4Health in accordance with these Conditions. Supplier Directory: means a directory of suppliers available on The Edge4Health. User: a registered user of The Edge4Health that includes Customers to whom your goods and services will be accessible on The Edge4Health. User Directory: means a directory of Users available on The Edge4Health. Virus: any thing or device (including any software, code, file, programme or hardware) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the User experience, including worms, trojan horses, viruses and other similar things or devices. Interpretation: 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 any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. Any phrase 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. A reference to writing or written includes email.