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# APPLICATION SERVICE PROVIDER (ASP) AGREEMENT

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**THIS AGREEMENT** is made today

**BETWEEN:**

- (1) **YOUR FUTURE VITALITY LIMITED** a company registered in England and Wales under company number 12438096 whose registered office is at Ascentis LLP, Wells Road Business Centre, Wells Rd, Ilkley LS29 9JB ("the **"Service Provider"**"); and
  - (2) the **"Customer"**
- (each a **"Party"** and together the **"Parties"**).

**WHEREAS:**

- (1) The Service Provider hosts and provides access to the Applications (as defined below) in its capacity as an Application Service Provider.
- (2) The Customer wishes to access the Applications as hosted by the Service Provider and to receive the Service (as defined below) , in return for the payment of fees and subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Applications"</b>	means the lifestyle and fitness screening software applications comprising the screening system licensed and/or provided by the Service Provider to the Customer under this Agreement as listed in Schedule 4 as may be added to or removed by the Customer in accordance with Clause 5.2;
<b>"ASP Infrastructure"</b>	means the Service Provider's and/or its third party provider's computer hardware, firmware, software and communications infrastructure which is used to host and/or facilitate access to the Applications by the Customer;
<b>"Business Day"</b>	means any day other than Saturday or Sunday that is not a bank or public holiday;

<b>"Business Hour"</b>	means any time between 0900 and 1700 on a Business Day (which excludes public holidays), during which the Service Provider is open for business;
<b>"Commencement Date"</b>	means the date of this Agreement;
<b>"Confidential Information"</b>	<p>means all information disclosed and/or made available directly or indirectly by one Party to the other Party in whatever form, whether marked as confidential or not, whether oral or in written, graphical, digital or other tangible form and any information, analysis or results derived from the confidential information, including:</p> <ul style="list-style-type: none"> <li>(a) the existence and terms of this Agreement;</li> <li>(b) the relationship created under this Agreement which is to be treated as Confidential Information according to the terms of this Agreement;</li> <li>(c) information that would be regarded as confidential by a reasonable business person relating to: <ul style="list-style-type: none"> <li>(i) business, affairs, financial information, customers, clients, suppliers, strategies, plans, intentions or market opportunities; and/or</li> <li>(ii) operations, processes, methods, technologies, formulations, techniques, compositions of matter, test results, chemical, clinical and physical data, product information, databases, equipment, know-how, designs, trade secrets, software or other Intellectual Property Rights.</li> </ul> </li> </ul>
<b>"Customer Data"</b>	means any data, belonging to the Customer or to third parties which is: (a) uploaded and/or inputted by the Customer or Service Provider on the Customer's behalf onto the Applications and/or the ASP Infrastructure; (b) created by the Customer using the Applications; and/or (c) provided by the Customer to the Service Provider in accordance with this Agreement;
<b>"Customer Personal Data"</b>	means any Customer Data that is personal data;
<b>"Data Protection Legislation"</b>	<p>means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the GDPR, the UK Data Protection Act 2018 and all legislation enacted in respect of the protection of personal data; and (b) any code of practice or guidance published by the Information Commissioner's Office (or equivalent regulatory body) from time to time;</p> <p>"controller, processor, data subject, personal data, processing, appropriate technical and organisational measures, security requirements and restricted country" shall have the meanings set out in the Data Protection Legislation;</p>
<b>"End Users"</b>	means the Customer and individual end users authorised by the Customer to use the Applications;

<b>"Equipment"</b>	means the equipment to be provided by the Service Provider to the Customer for the purposes of using the Applications as specified in Schedule 3;
<b>"Fees"</b>	means the sums payable by the Customer in return for the Equipment, access to and use of the Applications, and provision of the support services provided by the Service Provider in accordance with Clause 4 and Schedule 1 of this Agreement;
<b>"Initial Term"</b>	means 12 months from the Commencement Date;
<b>"Intellectual Property Rights"</b>	means rights in patents, inventions, trade marks, service marks, logos, get-up, trade and business names, internet domain names, copyright and other rights of authorship, (including without limitation, rights in computer software), moral and artists' rights, design rights, database rights, semi-conductor topography rights, rights in trade secrets and confidential information and know-how, in each case whether registered or unregistered and including without limitation, applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world;
<b>"Renewal Period"</b>	means each 12-month period starting at the end of the Initial Term and each anniversary thereafter;
<b>"Security Requirements"</b>	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA and/ or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;
<b>"Service"</b>	means the provision of (a) access to and use of the Applications and supporting user documentation; (b) the Customer training; and (c) the support services to be provided by the Service Provider to the Customer under and in accordance with this Agreement;
<b>"Term"</b>	means the term of this Agreement.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 Any words following 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.

## **2. THE SERVICE AND EQUIPMENT**

- 2.1 The Service Provider shall, with effect from the Commencement Date, provide the Service to the Customer on a non-exclusive basis for the duration of the Term of this Agreement and in accordance with the terms and conditions of this Agreement.
- 2.2 During the Term, the Service Provider shall provide the Customer with access to the Applications. the Service Provider shall use reasonable endeavours to ensure that such access is available 24 hours a day, 7 days a week, 365 days a year but makes no warranties or assurances that the Applications will be available without interruption.
- 2.3 The Service Provider shall provide the Equipment to the Customer following payment of the relevant Fees for use in relation to the Applications only. Risk and title to the Equipment shall pass to the Customer on delivery.
- 2.4 The Service Provider shall pass on to the Customer the benefit of the manufacturer's warranties in relation to the Equipment.

## **3. TERM**

- 3.1 The Service will be provided by the Service Provider during the term of this Agreement. The Term shall commence on the Commencement Date and will continue for the Initial Term and thereafter shall continue for subsequent Renewal Periods unless otherwise terminated earlier in accordance with Clause 17 of this Agreement.

## **4. FEES**

- 4.1 The Customer shall pay to the Service Provider the Fees in accordance with Schedule 1 to this Agreement.
- 4.2 The Service Provider may pay commission fees for the introduction by the Customer of new customers to the Service in accordance with Schedule 2.

## **5. THE APPLICATIONS**

- 5.1 Upon payment as provided in this Agreement, the Service Provider shall provide the Customer with access to the Applications for the Customer's own personal and/or business purposes but may not license and/or commercially exploit the Applications.
- 5.2 The Customer is free during the term of this Agreement to either add to or remove from the selection of Applications, subject to availability of required applications from the Service Provider. The Fees may be amended accordingly in the event of such modification.

## **6. TRAINING**

- 6.1 The Service Provider shall provide basic appropriate user training on the Applications for the Customer and relevant Customer personnel (where applicable).
- 6.2 The Applications may not be accessed or used unless and until the Customer and/or its relevant personnel who will be administering use of the Applications by End Users have undertaken the training by the Service Provider or the Service Provider's authorised representative.

## **7. MAINTENANCE**

- 7.1 The Service Provider shall be responsible for all maintenance and upgrades to the Applications and/or the ASP Infrastructure which the Service Provider considers in its sole discretion may from time to time be required.
- 7.2 The Service Provider shall use reasonable endeavours to undertake maintenance work that would impact on the Customer's access to and/or use of the Applications outside of the Business Hours,

however there may be circumstances where emergency maintenance work is required during Business Hours.

7.3 "The Service Provider shall use reasonable endeavours to provide as much notice as possible in the case of maintenance affecting the Customer's access to and/or use of the Applications. However advance notice may not always be possible.

## 8. **SOFTWARE LICENCE**

The Service Provider grants to the Customer a non-exclusive, non-transferrable, revocable licence to access and use and allow End Users to access and use the Applications in accordance with this Agreement. This licence permits the Customer to access and use and allow End Users to access and use the Applications at any given time and such access is only permitted through a secure website using a username and secure password.

## 9. **APPLICATIONS TERMS OF USE**

9.1 The Customer's and the End Users' access to the Applications shall be controlled by means of username and secure password.

9.2 The Customer shall use all reasonable endeavours to, and shall procure that its End Users shall:

9.2.1 keep access details confidential and secure and shall not disclose them to any third party;

9.2.2 not grant or permit any third party to access and/or use the Applications;

9.2.3 not access or attempt to access any part of the ASP Infrastructure and/or any other infrastructure of the Service Provider other than as required to access the Applications;

9.2.4 not download, store, reproduce or redistribute the Applications or permit any third party to do so;

9.2.5 not reproduce, adapt, translate, reverse-engineer, de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form or make available to any third party any of the Applications, any part of the ASP Infrastructure, or any other material provided under or associated with this Agreement or permit any third party to do so;

9.2.6 not make changes of any kind to the Applications or the ASP Infrastructure or permit any third party to do so; or

9.2.7 not attempt to correct any fault or perceived fault in the Applications or the ASP Infrastructure or permit any third party to do so;

9.2.8 not use or redistribute the Applications for the purpose of conducting the business of an Application Service Provider; and/or

9.2.9 not redistribute or reproduce the Applications or the ASP Infrastructure through any network;

9.2.10 not access, store, distribute or transmit any viruses, or any material during the course of its use of the Service that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

- 9.3 The Customer shall be liable for the acts and omissions of its End Users as if they were its own acts or omissions.
- 9.4 The Service Provider reserves the right, without liability or prejudice to its other rights to the Customer, to disable and/or suspend the Customer's and End User's access to the Applications in the event of any breach of the provisions of Clause 9.2.
- 9.5 The Customer is exclusively responsible for its use of the Service and must ensure that all use is in accordance with this Agreement. The Customer shall notify the Service Provider immediately of any breaches of this Agreement and/or any unauthorised access and/or use by any third party of the Applications.
- 9.6 The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary for the Service Provider, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service.
- 9.7 The Customer's access to and use of the Applications may, from time to time, be governed by statutory or regulatory rules and requirements external to the terms and conditions of this Agreement. It shall be the Customer's exclusive responsibility to ensure that their use of the Service is in compliance with any such laws, rules and regulations.

## 10. **SUPPORT**

- 10.1 The Service Provider shall provide telephone, email and live online support services during their normal Business Hours. The support provided by the Service Provider shall relate only to the Applications and (as applicable) the ASP Infrastructure.
- 10.2 When seeking support the Customer shall provide the fullest information possible to aid the Service Provider in diagnosing any faults in either the Applications or the ASP Infrastructure.
- 10.3 The Service Provider shall aim to resolve all support problems as soon as reasonably possible depending on the impact of the fault and/or critical nature of the affected Application.
- 10.4 Where a fault is identified that materially impacts on the Customer's access to and/or use of the Applications, the Service Provider shall use reasonable endeavours to provide a workaround solution to the Customer to enable the Customer's continued access to and use of the Applications or to enable access and use that is as close to normal as is possible under the prevailing circumstances.

## 11. **INTELLECTUAL PROPERTY**

- 11.1 All Intellectual Property Rights subsisting in the Applications and the ASP Infrastructure, including any supporting software, documentation and training materials are and shall at all times remain the property of the Service Provider and/or its third party licensors. For the purposes of this Clause 11, 'Applications' and 'ASP Infrastructure' along with supporting software and documentation and training materials are taken to include the manner in which all such material is compiled and presented.
- 11.2 No licence or right to use the Intellectual Property Rights of the Service Provider is granted except as set out in this Agreement and the Customer shall not either during the Term or after the expiry of this Agreement use or permit any third party to infringe any Intellectual Property Rights of the Service Provider and/or its third-party licensors. Use by the Customer of the Applications shall be only within the terms of this Agreement.
- 11.3 Where the Customer either suspects or is aware of any actual or potential infringement of Intellectual Property Rights of the Service Provider and/or its third-party licensors, including in Applications and the ASP Infrastructure, including any supporting software, documentation and training materials it shall inform the Service Provider of such infringement immediately.

## 12. CUSTOMER DATA AND DATA PROTECTION

- 12.1 Any and all rights (including Intellectual Property Rights) subsisting in Customer Data are and shall remain the property of the Customer and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. The Service Provider shall be permitted to use, modify, publicly perform, publicly display, reproduce, and distribute the Customer Data for the purposes of hosting, backing up, providing, maintaining and making improvements to the Service. The Service Provider may also analyse and share aggregated and anonymised Customer Data with third parties.
- 12.2 The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, each Party agrees that the nature of the processing under this Agreement will be as follows:
- 12.2.1 the Parties shall each process the Customer Personal Data;
- 12.2.2 each Party shall act as a controller in respect of the processing of the Customer Personal Data on its own behalf and in particular each shall be a controller of the Customer Personal Data acting individually and in common, as follows:
- (a) the Service Provider shall be a controller where it is processing Customer Personal Data in relation to hosting, backing up, providing, maintaining and making improvements to the Service to the Customer and End Users;
- (b) the Customer shall be a controller where it is processing Customer Personal Data in relation to accessing, using and allowing End Users to access and use the Applications and the Service, including registering End Users with the Applications and/or requiring the Service Provider to do so and/or inputting Customer Data into the Applications.
- 12.3 The Service Provider and Customer undertake to comply with their respective obligations under the Data Protection Legislation.
- 12.4 Each Party will process the Customer Personal Data in accordance with their respective privacy policies in place from time to time. The Service Provider's privacy policy can be found at on the company's website [www.yourfuturevitality.uk](http://www.yourfuturevitality.uk).
- 12.5 Notwithstanding the generality of the above Clause **12.3**, each Party as controllers shall:
- 12.5.1 where required to do so make due notification to the ICO;
- 12.5.2 ensure it is not subject to any prohibition or restriction which would:
- (a) prevent or restrict it from disclosing or transferring the Customer Personal Data to the other Party as required under this agreement;
- (b) prevent or restrict it from granting the other Party access to the Customer Personal Data as required under this agreement; or
- (c) prevent or restrict either Party from processing the Customer Personal Data, as envisaged under this agreement;
- 12.5.3 ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to process the Customer Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Legislation;
- 12.5.4 ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the security requirements; and

12.5.5 not to transfer any Customer Personal Data it is processing to a restricted country other than in accordance with Data Protection Legislation.

12.6 The Customer acknowledges and agrees that the Service Provider shall use a third party web hosting provider to host the Applications.

### 13. **CONFIDENTIALITY**

13.1 During the Term of this Agreement and after termination or expiration of this Agreement for any reason thereafter the following obligations shall apply to the Party receiving Confidential Information (the "**Receiving Party**") from the other Party (the "**Disclosing Party**").

13.2 Subject to sub-Clause 13.3, the Receiving Party:

13.2.1 may not use any Confidential Information for any purpose other than the performance of their obligations under this Agreement;

13.2.2 may not disclose any Confidential Information to any third party except with the prior written consent of the Disclosing Party; and

13.2.3 shall make every effort to prevent the unauthorised use or disclosure of the Confidential Information.

13.3 A party's Confidential Information shall not be deemed to include information that:

13.3.1 is or becomes publicly known other than through any act or omission of the receiving party;

13.3.2 was in the other party's lawful possession before the disclosure;

13.3.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

13.3.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

13.4 The Receiving Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

13.5 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 13.5 it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

13.6 The Customer acknowledges that details of the Service and associated documentation constitute the Service Provider's Confidential Information.

13.7 The above provisions of this Clause 13 shall survive termination of this Agreement, however arising.

### 14. **LIABILITY AND DISCLAIMER**

14.1 Nothing in this Agreement excludes the liability of the Service Provider:

14.1.1 for death or personal injury caused by the Service Provider's negligence; or

14.1.2 for fraud or fraudulent misrepresentation.

14.2 The Service Provider shall not be liable to the Customer whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits,



loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement r even if such loss is reasonably foreseeable or if the Service Provider has been advised of the possibility of the Customer incurring it.

- 14.3 The Service Provider's entire aggregate liability to the Customer in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall be limited to the Fees paid by the Customer under the terms of this Agreement in the 12-month period in which the claim arose.
- 14.4 The Applications are designed and provided for use for lifestyle and fitness screening purposes only and do not purport to and shall not be used to diagnose or recommend treatment for medical conditions of any kind. The Service Provider accepts no liability in relation to any use of the Applications and/or Equipment for diagnostic and/or treatment purposes. If the Customer is concerned about its health and/or any results from using the Applications and/or Equipment, it must seek independent medical advice.
- 14.5 The Service and the Equipment is provided on an "as is basis". Except as expressly provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement and the Service Provider provides no assurances or warranties in relation to the Applications, the Equipment and/or the Service, including that they will be fit for any purpose and/or will produce any particular results, that the Applications will be error free or uninterrupted or that the Applications will be free from vulnerabilities.
- 14.6 The Service Provider is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 15. **INDEMNITY**

- 15.1 The Customer shall fully indemnify the Service Provider against all costs, expenses, liabilities, losses, damages and judgments that the Service Provider may incur or be subject to as a result of any of the following:
- 15.1.1 The Customer's misuse of the Applications, ASP Infrastructure or any other element of the Service;
  - 15.1.2 the use by the Service Provider of the Customer Data and/or Customer Personal Data in accordance with this Agreement;
  - 15.1.3 The Customer's breach of this Agreement; and/or
  - 15.1.4 The Customer's negligence or other act of default.
- 15.2 The Service Provider shall be under no obligation to indemnify the Customer against any costs, expenses, liabilities, losses, damages and judgments that the Customer may incur or be subject to arising out of any matter covered by this Agreement.

## 16. **FORCE MAJEURE**

- 16.1 The Service Provider shall not be liable for breaching this Agreement where that breach results from Force Majeure.
- 16.2 Force Majeure refers to any event that is beyond the reasonable control of the Service Provider and includes, but is not limited to: pandemic, power failure, internet service provider failure, industrial

action, civil unrest, theft, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Service Provider.

## 17. **TERMINATION AND SUSPENSION**

17.1 The Service Provider may terminate this Agreement or suspend the Service (or any part thereof) if the Customer:

17.1.1 is in material or persistent breach of the terms of this Agreement;

17.1.2 the Customer fails to pay any Fees when they fall due;

17.1.3 becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;

17.1.4 is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986;

17.1.5 has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order;

17.1.6 dies (in the case of an individual);

17.1.7 is dissolved (in the case of a partnership or limited partnership)

17.1.8 is wound up (in the case of a limited company)

17.2 The Customer may terminate this Agreement at the end of the Initial Term and/or each Renewal Period by providing the Service Provider with no less than 30 days' notice, such notice not to expire prior to the end of the initial Term and/or the relevant Renewal Period.

17.3 The Customer may terminate this Agreement if the Service Provider:

17.3.1 is in material breach of the terms of this Agreement;

17.3.2 becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;

17.3.3 is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986;  
or

17.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.

17.4 On termination of this Agreement for any reason, the Customer immediately shall stop access to and use of the Applications and shall return to the Service Provider (or at the Service Provider's option destroy or delete all associated documentation).

## 18. **VARIATION**

18.1 Provided that the benefit to the Customer is not materially and adversely affected relative to the terms of this Agreement, the Service Provider may, in the Service Provider's absolute discretion, vary, amend, or add to the terms of this Agreement or substitute it with a new agreement.

18.2 The Service Provider may also vary, amend or add to the terms of this Agreement or substitute it with a new agreement if so required by Law.

19. **NOTICES**

19.1 All notices under this Agreement shall be in writing.

19.2 Notices shall be deemed to have been duly given:

19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

19.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

19.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

19.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid

19.3 In each case notices should be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

20. **RELATIONSHIP OF THE PARTIES**

20.1 Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between the Service Provider and the Customer.

20.2 The Customer shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Service Provider or bind the Service Provider in any way.

20.3 The Customer is an independent contractor and, as such, shall be responsible to account for and pay any and all taxes due from the Customer to H.M. Customs and Excise or any other governmental authority. The Service Provider shall be entitled to provide to any such authority a copy of this Agreement and details of payments made by the Service Provider to the Customer.

**ASSIGNMENT**

Neither Party shall assign or transfer or in any other manner make over to any third party the benefit and/or burden of this Agreement except that the Service Provider may assign its rights and obligations under this Agreement to any affiliate or connected entity and/or a purchaser of the Service Provider's relevant business or assets.

21. **SEVERANCE**

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that (or those) provision/s shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

22. **ENTIRE AGREEMENT**

22.1 This Agreement embodies and sets forth the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently.

22.2 Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both of the Parties.

23. **NON-EXCLUSIVITY**

The relationship between the Parties under this Agreement is and shall remain non-exclusive.

24. **LAW AND JURISDICTION**

24.1 This Agreement and any dispute thereunder shall be governed by and interpreted in accordance with the laws of England and Wales.

24.2 The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

## SCHEDULE 1

### FEES

1. **Training set-up and Equipment Fee**

The sum of TWO THOUSAND NINE HUNDRED AND FIFTY POUNDS plus Value Added Tax, £2950 + VAT = £3540 inc. VAT

Method of payment

Payment in full: £2950 + VAT = £3540 inc. VAT immediately on acceptance of this Agreement

2. **Annual Renewal Fee**

A sum of £100 payable on or before the start of each new Renewal Period.

A monthly sum in respect of access to the [www.yourfuturevitality.uk](http://www.yourfuturevitality.uk) website will be paid on the same day of the month following acceptance of your application for a license for use under this agreement with the first monthly subscription provided free of charge.

3. **Monthly Fee for use of Website**

A recurring monthly fee will be payable. After sign up, the fee will be collected at the start of the following month, this gives you time to familiarise yourself with the system and processes involved.

£29 for up to 30 screenings per month

£39 for up to 60 screenings per month

£59 for unlimited screenings per month

The fee will be pertains to the number of clients who have attended a Wellness and Trending Assessment

## **SCHEDULE 2**

### **COMMISSION**

When an introduction is made to a person who enters into an **Application Service Provider (ASP) Agreement** with the Service Provider, a commission fee of 10% of the licensee fee paid.

### SCHEDULE 3

Temperature gun  
SpO<sup>2</sup> oxymeter  
Peak flow meter  
BP monitor  
Glucose  
Cholesterol  
Uric Acid Meter  
Haemoglobin Meter  
Tanita Weigh Scales  
Smart Pulse  
Refractometer  
ECG  
Vitalograph

**SCHEDULE 4**  
**APPLICATIONS**

The Application referred to in this agreement will refer to any application issued by Your Future Vitality Ltd., issued with the intention of monitoring wellness and trending a client's vital signs.