



ADDRESS HEALTH LIMITED – PARTNER PROGRAM AGREEMENT TERMS & CONDITIONS

These Terms and Conditions ("Agreement") govern your participation in the Address Health Partner Program ("Program") offered by Address Health Limited ("Company"), a company registered in England under company number 16697736 with a principal place of business at 167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF. By applying to and participating in the Program, you agree to be bound by the terms and conditions outlined below. Please read them carefully before proceeding.

1. Eligibility:

- 1.1 To be eligible for participation in the Program, you must be a legal entity or an individual of at least 18 years of age and have the necessary authority to enter into this Agreement.
- 1.2 You must possess the required technical expertise, resources, and capabilities to promote and support the software provided by the Company as part of the Program.
- 1.3 The Company reserves the right to accept or reject any application for participation in the Program at its sole discretion.

2. Program Description:

- 2.1 The Program allows approved partners ("Partners") to promote, market, and sell the Company's software products to their clients or end-users.
- 2.2 Partners may receive certain benefits, such as commissions, discounts, or access to marketing materials, based on their performance and compliance with this Agreement.
- 2.3 The specific benefits, requirements, and compensation structure will be outlined in a separate Partner Agreement or Program Guide provided to each approved Partner.

3. Partner Obligations:

- 3.1 Partners agree to actively promote and market the Company's software products in a professional and ethical manner.
- 3.2 Partners shall not engage in any misleading, deceptive, or unethical practices while promoting the Company's products.
- 3.3 Partners must comply with all applicable laws, regulations, and industry standards related to the promotion, sale, and support of the software products.
- 3.4 Partners shall promptly respond to enquiries and support requests from their clients or end-users related to the Company's software products.
- 3.5 Partners shall not modify, reverse engineer, or tamper with the Company's software products, unless expressly authorized in writing by the Company.

**4. Intellectual Property:**

4.1 The Company retains all intellectual property rights, including but not limited to copyrights, trademarks, and patents, in its software products and associated materials.

4.2 Partners shall not use the Company's intellectual property without prior written permission, except for the limited purpose of promoting and selling the Company's software products as part of the Program.

5. Commission and Payment:

5.1 Partners may be eligible to receive commissions or other forms of compensation for qualifying sales or referrals of the Company's software products, as defined in the Partner Agreement or Program Guide.

5.2 The Company shall provide Partners with detailed information regarding the calculation and payment of commissions, including any applicable payment terms and schedules.

5.3 The Company reserves the right to modify the commission structure or payment terms at its sole discretion, upon providing reasonable notice to Partners.

6. Confidentiality:

6.1 Partners shall maintain the confidentiality of any confidential information disclosed by the Company, including but not limited to product information, pricing, Partner data, and trade secrets.

6.2 Partners shall use the confidential information solely for the purpose of fulfilling their obligations under this Agreement and shall not disclose it to any third party without the Company's prior written consent.

7. Termination:

7.1 Either party may terminate this Agreement for any reason upon providing written notice to the other party.

7.2 Upon termination, Partners shall immediately cease promoting, marketing, and selling the Company's software products and return any confidential information in their possession.

7.3 The provisions related to intellectual property, confidentiality, and liability shall survive the termination of this Agreement.

8. Limitation of Liability:



8.1 To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this Agreement or the Program or use of the software by Partners, their clients or end-users.

8.2 The total liability of the Company, whether in contract, tort, or otherwise, shall not exceed the total amount of commissions or compensation earned by the Partner under this Agreement.

9.Force Majeure:

The Company shall have no liability to the Partner under this agreement if The Company are prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving its workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Partner is notified of such an event and its expected duration.

10.Variation

10.1 The Company may, and expressly reserve the right to, vary these terms and conditions from time to time on giving the Partner at least 20 Business Days' notice in writing.

10.2 Should the Partner deem (acting reasonably) that the new and/or varied terms and conditions notified as per clause 10.1 are not acceptable, then the Partner may terminate this agreement by giving not less than 10 Business Days' notice in writing.

11.Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.Rights and Remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.



13. Severance

13.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

13.2 If any provision or part-provision of this agreement is deemed deleted under Clause 13.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14. Entire Agreement

14.1 This agreement 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 the Address Health Partner Program.

14.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

14.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

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

15. Assignment

15.1 The Partner shall not, without The Company's prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

15.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

16. No Partnership

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).



17.Third Party Rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

18.Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.Miscellaneous:

19.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

19.2 The headings used in this Agreement are for convenience only and shall not affect its interpretation.

20.Acceptance

By applying to and participating in the Address Health Partner Program, you acknowledge that you have read, understood, and agree to be bound by this Agreement.