



**LAB TECHNOLOGIES**  
LIMITED

## Diagnostics Services Partnership Agreement

THIS AGREEMENT (the "**Agreement**") is entered into as of [Date], by and between Lab Technologies Ltd., a company incorporated under the laws of the United Kingdom, with its principal place of business at Unit 146, the Light Box, 111 Power Road, London W4 5PY ("**Lab Technologies**"), and [Pharmacy Name], a pharmacy duly licensed and operating in the United Kingdom, with its principal place of business at [Address] ("**Pharmacy**").

### WHEREAS:

- A. Lab Technologies is engaged in the business of providing diagnostic services under the brand "examine me" in the United Kingdom;
- B. The Pharmacy desires to offer diagnostic tests under the examine me brand to its customers;
- C. Lab Technologies agrees to train the Pharmacy personnel to become certified phlebotomists and provide support for the provision of diagnostic services;
- D. The Pharmacy commits to send all collected diagnostics tests exclusively to Lab Technologies for testing and analysis during the term of this Agreement.
- E. The Pharmacy commit to use all consumables provided by Lab Technologies exclusively for Lab Technologies clients.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

## Scope of Services

1.1. SERVICES: The Service Provider shall provide blood testing services ("Services"), including normal and express service options. The price for each service will be agreed upon in advance by both parties. Any changes to the agreed prices or any additional charges will require explicit agreement from the Client.

1.2. TRAINING: The Service Provider agrees to conduct training on phlebotomy for one staff member from the Client's team free of charge, ensuring their certification. Any additional training for staff members will cost £250.

### Cancellation Policy:

a. Cancellations more than 14 days before the booking date: If a participant chooses to cancel their booking more than 14 days before the course date, The Service Provider will retain 35% of the booking fee. The retention fee is computed as follows:  $\text{Retained Amount} = \text{Booking Fee} * 35\%$

b. Cancellations between 7 and 14 days before the booking date: If a participant cancels their booking within a window of 7-14 days prior to the course date, The Service Provider will keep 70% of the booking fee. The computation for this retained amount is:  $\text{Retained Amount} = \text{Booking Fee} * 70\%$

c. Cancellations less than 7 days before the booking date: In cases where a participant cancels their booking less than 7 days prior to the course date, The Service Provider will retain 100% of the booking fee. This retained amount is computed as:  $\text{Retained Amount} = \text{Booking Fee} * 100\%$

### Late Arrival Policy:

For participants who arrive late, they will be refused entry and The Service Provider will retain 100% of the booking fee. The retained amount in this situation is calculated as:  $\text{Retained Amount} = \text{Booking Fee} * 100\%$

### Failure to Attend Policy:

In circumstances where participants fail to attend the course, The Service Provider will retain 100% of the booking fee. The retained amount is calculated as:  $\text{Retained Amount} = \text{Booking Fee} * 100\%$

#### Online Courses Policy:

All online courses provided by The Service Provider are non-refundable. Upon purchase, participants gain immediate access to the full course content and a download of all course materials. This is deemed as the full provision of the course at the time of purchase; hence, no refunds are applicable in these cases.

1.2. PROMOTIONAL MATERIALS: As the Service Provider, we will supply the Client with various promotional materials such as Test name A3 strips, Branding A3 strips, posters, banners, leaflets, TV advertisements, and external signs. The Client, however, maintains the right to remove these promotional materials if they potentially cause reputational damage, impose an unreasonable financial burden, or have any other significant negative impact on the Client's operations.

1.3. QUALITY AND ACCURACY: The Service Provider is responsible for ensuring the accuracy and quality of all tests conducted under this Agreement. They shall provide all necessary documentation and insurance to demonstrate the quality and accuracy of their Services. Any inaccuracies or faults in testing will be rectified by the Service Provider at their expense.

1.4. TIMELY DELIVERY: Service Provider agrees to deliver all Services within the agreed timeframe. In the event of delays, Service Provider must inform Client as soon as possible, specifying the reason for delay and the estimated completion time.

1.5. The Pharmacy shall exclusively send all collected diagnostics tests to Lab Technologies for testing and analysis during the term of this Agreement.

1.6. The Pharmacy agrees not to engage with any other diagnostics provider for the testing and analysis of all diagnostics tests collected during the term of this Agreement.

1.7. The Service Provider will supply.

## **Term**

2.1. The term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date (the "**Term**").

2.2. This Agreement will be automatically renewed on a monthly basis unless otherwise specified in a written agreement by either party.

## **Pricing**

3.1. The fees payable by the Pharmacy for the Services shall, unless otherwise agreed in writing, be the prices specified in Appendix A for the applicable services.

3.2. The services provided by Lab Technologies are subject to value-added tax (VAT) in accordance with applicable tax laws.

3.3. Lab Technologies reserves the right to adjust the price at its discretion. Any adjustments to the price will be communicated to the affected parties with a minimum of 30 days' written notice prior to implementation.

## **Payment Terms**

4.1. Invoices will be issued on a monthly basis.

4.2. Pharmacy shall make payment to Lab Technologies within fourteen (14) days of receipt of an invoice from Lab Technologies.

4.3. If payment is not made within the specified time, Lab Technologies may charge a late payment fee at the statutory rate prescribed from time to time by regulations under the Late Payments of Commercial Debts (Interest) Act 1998.

4.4. Unless the Pharmacy has notified Lab Technologies that an invoice is incorrect or invalid within five (5) business days of its receipt, it shall be deemed to be valid.

## **Confidentiality**

5.1. Both parties agree to maintain the confidentiality of all proprietary information, trade secrets, and any other non-public information received during the performance of this Agreement.

## **Termination**

6.1. In the event of a Material Breach, Lab Technologies reserves the right to terminate this Agreement effective immediately after providing written notice to the other Pharmacy.

6.2. Either party may terminate this Agreement upon written notice to the other party in the event of the other party's insolvency, bankruptcy, or assignment for the benefit of creditors.

## **Termination Fees**

In the event this contract is terminated by either party, Lab Technologies reserves the right to recharge the Pharmacy all marketing, consumables and training expenses at their discretion.

## **Governing Law and Jurisdiction**

7.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

7.2. Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of the United Kingdom.

## **Non-Compete**

During the term of this Agreement, Pharmacy agrees not to enter into any contractual relationship with another diagnostic service provider for the provision of diagnostic services that are similar to or compete with the examine me brand.

## **Indemnification**

The Pharmacy shall protect, defend, and absolve Lab Technologies and its affiliates, officers, directors, employees, agents, and representatives from any claims, losses, liabilities, damages, costs, and expenses, including legal fees, resulting from or related to any third-party claims caused by the breaching party's failure to comply with the representations, warranties, or obligations stated in this Agreement.

## **Trade mark and Intellectual Property Rights**

10.1. Lab Technologies grants to the Pharmacy the non-exclusive, nontransferable right for the Term of this Agreement and solely for the purpose of this Agreement to use any trademarks (the “**Trademarks**”) and any other brand names and logos in the promotion, advertisement, and provision of the Services, as agreed with the Lab Technologies. The Trademarks include but are not limited to the following:

10.1.1. “Examine me”

10.1.2. “examine me”;

10.1.3. “because i care”; and

10.1.4. “Lab Technologies”.

The Pharmacy acknowledges and agrees that all rights in the Trademarks and any other brand names and logos shall remain with the Lab Technologies, and that the Pharmacy has and will acquire no right in them by virtue of the discharge of its obligations under this Agreement, except for the right to use the Trademarks and any other brand names and logos as expressly provided in this Agreement.

10.2. The Pharmacy acknowledges that Lab Technologies is the owner and manager of all data in relation to testing on behalf of Lab Technologies. For the avoidance of doubt, Lab Technologies is the owner of the data from the Customer booking system which is carried out via the examine me portal.

10.3. The Pharmacy will not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to Lab Technologies brands or the reputation or goodwill associated with the brands or that may invalidate or jeopardize any registration of any related brands.

10.4. The Pharmacy shall immediately notify Lab Technologies in writing giving full particulars if any of the following matters come to its attention any actual, suspected or threatened infringement of Lab Technologies brands and shall provide Lab Technologies with all assistance that it may reasonably require in the conduct of any claims or proceedings relating to the Lab Technologies brands.

10.5. All records, documents, papers (including copies and summaries thereof) and other copyright protected works made or acquired by the Pharmacy while carrying out their obligations under this Agreement, together with all intellectual property rights in such works, be and at all times remain the absolute property of the Lab Technologies.

10.6. The Pharmacy waives any moral rights in the works to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials infringes the Contractor's moral rights.



## Material Breach

In the event of a material breach by either party (the “**Breaching Party**”) to this contract (“**the Contract**”), the following provisions shall apply:

11.1 A Material Breach shall be deemed to have occurred if the Breaching Party fails to fulfill a substantial provision or obligation specified in this Contract, where such failure fundamentally undermines the purpose or essential terms of the agreement.

### **Notification Breach:**

The non-breaching party shall promptly notify Lab Technologies in writing of the alleged material breach, providing specific details of the breach and referring to the relevant sections of the Contract.

### **Cure Period:**

Lab Technologies shall be granted a reasonable cure period, not exceeding 30 days, to rectify the material breach. The cure period shall commence from the date of written notification.

### **Remedies:**

If Lab Technologies fails to cure the material breach within the specified cure period, the non-breaching party may exercise one or more of the following remedies:

11.1.1. Damages: The non-breaching party may seek damages as provided for in the Contract or available under applicable laws.

11.1.2. Specific Performance: The non-breaching party may seek specific performance, requiring Lab Technologies to fulfill its obligations under the Contract.

## **Notices**

All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered by hand, sent by email with confirmation of receipt, or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth in this Agreement, or to such other address as either party may designate by notice to the other party.

## **Miscellaneous**

13.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

13.2. Any amendment or modification to this Agreement shall be in writing and signed by both parties.

13.3. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or any other provision.

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

13.5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **Insurance**

14.1. Pharmacy shall maintain, at its own expense, comprehensive general liability insurance, professional liability insurance, and any other insurance required by applicable law, with limits of coverage as required by law or as reasonably determined by Lab Technologies, to cover its obligations under this Agreement and any potential liabilities arising from its provision of diagnostic services under the examine me brand.

14.2. Upon request, Pharmacy shall provide Lab Technologies with a certificate of insurance evidencing the required coverage.

14.3. Pharmacy shall notify Lab Technologies in writing within five (5) business days of any cancellation, non-renewal, or material change in its insurance coverage.

### **Force Majeure**

15.1. Lab Technologies shall not be held liable for any failure or delay in performance of its obligations under this agreement, if such failure or delay results from any of event beyond the reasonable control of Lab Technologies, including but not limited to Civil disobedience, hostilities, sabotage, terrorism, military actions, expropriation, nationalization or the escalation of any of the foregoing, natural disasters, pandemic or any other outbreak of illness, any law or regulation or any action taken by a government or public authority, including but not limited to an export or import restriction or other public health event in any country or any other event or circumstance outside of Seller's reasonable control (each a "**Force Majeure Event**").

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

Lab Technologies Ltd.

[Pharmacy Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

[Authorized Signatory]

[Authorized Signatory]

[Printed Name and Title]

[Printed Name and Title]

Date

Date