



Services Agreement

This Services Agreement (this "**Agreement**"), dated as of [DATE] (the "**Effective Date**"), is entered into by and between TALKING MEDICINES INC., a Delaware corporation, with offices located at 95 Christopher Columbus Drive, 16th Floor, Jersey City, NJ 07302 "**Service Provider**") and [CUSTOMER NAME] [COMPANY DETAILS] [COMPANY ADDRESS] ("**Customer**" and together with the **Service Provider**, the "**Parties**", and each a "**Party**").

Service Provider has the capability and capacity to provide certain data processing and analysis and related services; and

Customer desires to retain Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services;

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) "Platform" means Service Provider's proprietary service, marketed under the names *DrugVoice* and *PeopleVoice*, including all enhancements, modifications, and rebranded versions thereof.

(b) Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the applicable Statement of Work.

1. Services.

- 1.1. Service Provider shall provide to Customer the services (the "Services") set out in one or more statements of work to be issued by Customer and accepted by Service Provider (each, a "Statement of Work").

The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work substantially in the same form as the Statement of Work attached hereto shall be deemed accepted and incorporated into this Agreement only if signed by the Service Provider Contract Manager (as defined in Section 2.1 (a) below) and the Customer Contract Manager (as defined in Section 3.1 below), appointed pursuant to Section 2.1(a) and Section 3.1, respectively. The Service Provider shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; and (d) in accordance with generally recognized industry standards in Service Provider's field.

- 1.2. For the sake of clarity, nothing in this Agreement shall be construed to prevent the Customer from performing for itself or from acquiring from other providers services that are similar to or identical to the Services.
- 1.3. In addition to the Services, Service Provider shall make available to Customer the Talking Medicines Platform (the "Enhanced Services") pursuant to the terms and conditions set forth in Exhibit C and incorporating the standard user interface for such service. In the event of any conflict between the terms and conditions contained in Exhibit C with respect to delivery of the Enhanced Services and the other provisions of this Agreement, the provisions of Exhibit C shall be controlling. Creation of an application programming interface between the Enhanced Services and Customer's systems is not included within the scope of the license to Enhanced Services and, if desired by Customer, must be separately negotiated.

2. Service Provider Obligations. Service Provider shall:

- 2.1. Appoint representatives to the following positions after obtaining Customer's consent, which consent shall not be unreasonably withheld or delayed:
 - (a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Service Provider Contract Manager").
 - (b) A sufficient number of employees or contractors to perform the Services set out in each Statement of Work (collectively, with Service Provider Contract Manager, "Provider Representatives").



- 2.2. Make no changes in Provider Representatives except:
 - (a) With the prior consent of Customer, which consent shall not be unreasonably withheld or delayed.
 - (b) At the request of Customer, in which case Service Provider shall use commercially reasonable efforts to promptly appoint a replacement.
 - (c) Upon the resignation, termination, death, or disability of the existing Provider Representative.
 - 2.3. Assign only qualified, legally authorized Provider Representatives to provide the Services.
 - 2.4. Comply with all applicable laws and regulations in providing the services.
 - 2.5. Maintain complete and accurate records relating to the provision of the Services under this Agreement, in form customary for the industry. During the Term (as defined in Section 8.1), upon Customer's written request, Service Provider shall allow Customer or Customer's representative to inspect and make copies of such records and interview Provider Representatives in connection with the provision of the Services; provided that Customer provides Service Provider with reasonable advance written notice of the planned inspection.
3. Customer Obligations.
- Customer shall:
- 3.1. Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.
 - 3.2. Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.
 - 3.3. Require that any data provided to Service Provider will not include any identifiable information with respect to patients or identifiable personal health information, where any of the foregoing information may be subject to provisions of applicable data privacy laws, and any other applicable laws.
 - 3.4. The Customer shall use reasonable efforts not to transmit, disclose, or otherwise make available to Talking Medicines any Personally Identifiable Information (PII). For the purposes of this Agreement, "Personally Identifiable Information", "Personal Data" or "PII" shall mean:
 - (a) Under U.S. law, any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, biometric records, or any other information that is linked or linkable to an individual, as defined by applicable federal and state laws including but not limited to the California Consumer Privacy Act (CCPA), HIPAA, and FTC regulations.
 - (b) Under EU and UK law, any "Personal Data" as defined in the General Data Protection Regulation (GDPR) and UK GDPR, meaning any information relating to an identified or identifiable natural person, including identifiers such as name, identification number, location data, online identifiers, or factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that person.

The Customer shall ensure that any data shared with Talking Medicines is appropriately de-identified, such that it does not contain direct personal identifiers and cannot reasonably be used to identify individuals without additional information. In the event that identifiable data is inadvertently shared, the Customer shall promptly notify Talking Medicines and cooperate fully in its secure removal or remediation.

4. Fees and Expenses.
- 4.1. In consideration of the Services to be performed under this Agreement, Customer shall pay to Service Provider a fee determined in accordance with the fee schedule set out in each Statement of Work. Unless otherwise provided in the Statement of Work, said fee will be payable within ten days after receipt by the Customer of an invoice from Service Provider accompanied by documentation reasonably requested by the Customer evidencing all charges.
 - 4.2. Customer shall reimburse Service Provider for all reasonable expenses incurred in accordance with the Statement of Work, within 30 days of receipt by the Customer of an invoice from Service Provider accompanied by receipts and supporting documentation reasonably acceptable to the Customer.



4.3. Customer shall reimburse Service Provider for all reasonable expenses incurred in delivery of the Enhanced Services in accordance with Exhibit C.

5. Limited Warranty and Limitation of Liability

5.1. Service Provider warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
- (b) In conformance with industry standards, using personnel having the required skills, experience, and qualifications.
- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2. Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

- (a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.
- (b) In the event the Agreement is terminated pursuant to Section 8.2, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.
- (c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Service or Deliverable to Customer.

5.3. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS.

6. Intellectual Property.

6.1. Service Provider assigns to the Customer, Service Provider's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Service Provider while working for or on behalf of the Customer, which (i) relate to, is suggested by, or results from matters set out in any Customer Confidential Information, (ii) is incorporated into any deliverables and (iii) depends on either:

- (a) Service Provider's knowledge of Confidential Information (as defined in Section 6) it obtains from the Customer.
- (b) The use of Customer equipment, supplies, facilities, Confidential Information, or materials.

6.2. Service Provider shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the Customer Contract Manager. Service Provider shall, upon request of the Customer, promptly execute a specific assignment of title to the Customer and do anything else reasonably necessary to enable the Customer to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries.

6.3. All writings or works of authorship, but excluding program codes or related documentation, produced or authored by Service Provider in the course of performing services for the Customer, together with any associated copyrights, are works made for hire and the exclusive property of the Customer. To the extent that any writings or works of authorship, other than program codes or related documentation, may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Service Provider to the Customer of the ownership of and all rights of copyright in, such items, and the Customer shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Service Provider shall give the Customer or its designees all assistance reasonably required to perfect such rights.

6.4. If for any reason, the Customer is unable to secure Service Provider's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section



6, or to enforce such rights, Service Provider hereby designates the Customer as Service Provider's attorney-in-fact and agent, solely and exclusively to act for and on Service Provider's behalf to execute and file such documents with the same legal force and effect as if executed by Service Provider and for no other purpose.

6.5. Notwithstanding any other provision of this Agreement, Service Provider owns and will continue to own the discoveries, improvements, inventions, or intellectual property identified on Exhibit B, attached. Such discoveries, improvements, inventions, and intellectual property, made or conceived by Service Provider are expressly reserved to Service Provider and excepted from the provisions of this Agreement, including without limitation Section 6.1. Customer hereby grants to Service Provider a non-exclusive, perpetual, non-cancellable, worldwide, fully-paid license to Customer's intellectual property described in Section 6.1 for Service Provider's internal use.

7. Confidentiality. All non-public, confidential or proprietary information of Customer ("Confidential Information"), including, but not limited to, data provided by Customer to Service Provider, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates disclosed by Customer to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Service Provider's use in performing this Agreement and may not be disclosed or copied unless authorized by Customer in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Service Provider's breach of this Agreement; (b) is obtained by Service Provider on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Service Provider establishes by documentary evidence, was in Service Provider's possession on a non-confidential basis prior to Customer's disclosure hereunder; or (d) was or is independently developed by Service Provider, as established by documentary evidence, before being disclosed by or on behalf of Customer under this Agreement, without using any Confidential Information. Confidential Information shall not include the fact that the parties are working together and a general description of the nature of the engagement. Customer shall be entitled to injunctive relief for any violation of this Section.

8. Term, Termination, and Survival.

8.1. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work unless sooner terminated pursuant to Sections 8.2 and 8.3.

8.2. Customer, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 60 days' prior written notice to Service Provider.

8.3. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

- (a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.4. Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly:

- (a) Deliver to Customer all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services for which Customer has paid.
- (b) Return to Customer all Customer-owned property or equipment in its possession or control.
- (c) Remove any Service Provider-owned property or equipment located at Customer's locations.
- (d) Deliver to Customer, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Customer's Confidential Information.



- (e) Provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense, in transitioning the Services to an alternate service provider.
 - (f) On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.
 - (g) Permanently delete all of Customer's Confidential Information from its computer systems.
 - (h) Certify in writing to Customer that it has complied with the requirements of this Section 8.4.
- 8.5. Notwithstanding the provisions of Section 8.4, Service Provider may retain copies of Customer Confidential Information and data for internal research purposes and further development of its systems and algorithms (the "Purpose"). Customer hereby provides to Service Provider a perpetual, worldwide, royalty-free, non-cancellable license to such Confidential Information and data for the Purpose.
- 8.6. The rights and obligations of the Parties set forth in this Section 8 and Sections 5, 6, 7, 9, 10, 11, 13, 15, 20, 21 and 22 and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 7 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Service Provider or its officers, employees or agents.
9. Independent Contractor.
- 9.1. It is understood and acknowledged that the Services which Service Provider will provide to Customer hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the Customer. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services. The Customer shall have the right to inspect the work of Service Provider as it progresses solely for the purpose of determining whether the work is completed according to the applicable Statement of Work.
- 9.2. Service Provider has no authority to commit, act for or on behalf of the Customer, or to bind the Customer to any obligation or liability.
- 9.3. Service Provider shall not be eligible for and shall not receive any employee benefits from Customer and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Service Provider hereunder.
10. Remedies.
- 10.1. If the Service Provider violates any provision of this Agreement, the Customer shall, in addition to any damages to which it is entitled, be entitled to seek immediate injunctive relief against the Service Provider prohibiting further actions inconsistent with the Service Provider's obligations under this Agreement.
- 10.2. In the event Service Provider fails to satisfactorily perform any of the Services on a timely basis, the Customer shall have the right, without prejudice to any other rights or remedies it may have under this Agreement or any applicable Statement of Work, to take one or more of the following steps:
- (a) Suspend Service Provider's right and obligation to complete its performance of the Services until such time as the Service Provider is able to demonstrate to the Customer's reasonable satisfaction that it can satisfactorily meet its obligations under this Agreement;
 - (b) Itself provide and/or engage a replacement service provider to provide any or all of the delayed or unsatisfactory Services;
 - (c) Assign one or more of its representatives to supervise and work with the Service Provider to correct and mitigate the effects of the Service Provider's breach;
 - (d) Withhold payment of any amounts otherwise due to the Service Provider in a sufficient amount to set off against any damages caused to the Customer as a consequence of the Service Provider's breach.
- 10.3. To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this Agreement.
- 10.4. Except for a breach of Section 7, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other



agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Service Provider's exclusive remedy for Customer's payment breach shall be its right to damages equal to its earned but unpaid fees.

11. Compliance with Law. Service Provider is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Service Provider has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

11.1. The Parties acknowledge that this Agreement does not include a general indemnity obligation from either Party. Notwithstanding the foregoing, the Customer shall indemnify, defend, and hold harmless Talking Medicines, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's transmission, disclosure, or provision of Personally Identifiable Information (PII) to Talking Medicines in breach of Section 3.3 and 3.4, including any resulting investigation, enforcement action, or claim by a data subject or regulatory authority.

12. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

13. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

Notice to Customer:

[CUSTOMER NAME] [COMPANY ADDRESS]

Attention:

Email:

Notice to Service Provider:

Talking Medicines Inc., 95 Christopher Columbus Drive,
16th Floor, Jersey City, NJ 07302

Attention: Elizabeth Fairley

Email: Elizabeth@talkingmedicines.com

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
15. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
16. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
17. Assignment. Service Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement except to an Affiliate without the prior written consent of Customer which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment or delegation in violation of this Section 17 shall be null and void. No assignment or delegation shall relieve the Service Provider of any of its



obligations hereunder. Customer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Service Provider's prior written consent.

18. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
20. Choice of Law. This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of New Jersey, United States of America, without giving effect to the conflict of laws provisions thereof that would cause the applications of laws of any jurisdiction other than those of the State of New Jersey.
21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the federal courts located in the State of New Jersey or the courts of the State of New Jersey. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts in any suit, action, proceeding and waives any objection based on improper venue or forum non conveniens. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
24. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of the Impacted Party. Notwithstanding the foregoing, Service Provider's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Service Provider under this Section 24. The Impacted Party shall give notice within ten days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it under this Section 24, the other Party may thereafter terminate this Agreement upon 10 days' written notice, subject to the provisions of Section 8.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

[CUSTOMER NAME]

TALKING MEDICINES, INC.

By _____

By _____

Name:

Name:

Title:

Title:



EXHIBIT A – STATEMENT OF WORK

(CAN BE USED AS TEMPLATE)

Description of Services	
SOW#	
Objectives	
Details (i.e., detailed description of all work to be undertaken by Service Provider in connection with the Services)	
Materials and Dependencies (to be provided by or on behalf of Company)	
Start Date	
Completion Date	
Deliverables (including output details and date for delivery for each deliverable)	
Address for delivery of reports and other deliverables	
Additional Requirements	

Contact Details	
Company Contact Details	
Service Provider Contact Details	Elizabeth Fairley Elizabeth@talkingmedicines.com

Compensation and Payment	
Total compensation to be paid by Company for the Services	



Invoicing/Payment Schedule	
Invoicing Address	

Company

Service Provider

By: _____

By: _____

Name (Print or Type)

Name (Print or Type)

Title

Title



EXHIBIT B

SERVICE PROVIDER OWNED INVENTIONS

All software, algorithms and related intellectual property and information processing systems used or useful in the development, creation, use and improvement of artificial intelligence engines and machine learning systems, data models and reporting of results thereof and any additions or improvements to any of the following which Service Provider owns at the time of the signature of this Agreement, and including without limitation any additions or improvement subsequently made and not specific to a Statement of Work.



EXHIBIT C

Talking Medicines Inc.

Terms and Conditions

1. TERMS AND CONDITIONS

- 1.1. These are the Terms and Conditions for Talking Medicines Inc., a Delaware corporation with its office at 95 Christopher Columbus Drive, 16th Floor, Jersey City, NJ 07302 (“**Talking Medicines**”) in relation to its subscription service (the “**Enhanced Services**”), as further defined in Section 2.
- 1.2. These Terms and Conditions together with the Statement of Work form the agreement between Talking Medicines and the Customer for the Enhanced Services (“**Agreement**”).

2. DEFINITIONS

- 2.1. Definitions used in the Statement of Work will have the same meaning when used in these Terms and Conditions.
- 2.2. The following definitions apply to these Terms and Conditions.

Authorized User: means an employee of the Customer who is authorized by the Customer to use the Enhanced Services and the Documentation in accordance with the Agreement.

Business Day: any day weekday which is not a Federal or State holiday in New Jersey.

Confidential Information: has the meaning provided in Section 10.

Customer: means the customer stated in the Statement of Work.

Customer Contact: means the Customer Contact listed on the Statement of Work.

Customer Data: the data inputted by the Authorized Users for the purposes of using the Enhanced Services or facilitating the Customer’s use of the Enhanced Services.

Documentation: the documents made available to the Customer by Talking Medicines (including by online means) which sets out a description of the Enhanced Services and the user instructions for the Enhanced Services.

Data Processing Agreement: means the agreement incorporated as Exhibit D to the MSA, setting out obligations with respect to the processing, security, storage, and use of Customer Data, including Personal Data, in compliance with applicable Data Protection Laws.

Data Protection Legislation: means any applicable Federal, State or foreign legislation or governmental regulations dealing with the privacy and protection of personally-identifiable data or other data as in effect from time to time.

Effective Date: the date of the last signature on the Statement of Work, or the date that Talking Medicines makes the Enhanced Services available to the Customer, whichever is earlier.

Enhanced Services (or “Platform”): the subscription services provided by Talking Medicines to the Customers under this Agreement via any website notified to the Customer by Talking Medicines from time to time. Marketed under the names *DrugVoice* and *PeopleVoice*, including all enhancements, modifications, and rebranded versions thereof.



Initial Subscription Term: the initial period of subscription as set out in the Statement of Work.

Master Services Agreement: means the agreement between the Parties governing the provision of Services, including all Statements of Work, exhibits, and schedules, as amended from time to time.

Normal Business Hours: 9.00 am to 5.00 pm Eastern Time in the United States, each Business Day.

“Personally Identifiable Information” or “Personal Data”: shall have the meaning given in Section 3.4 of the Master Services Agreement (MSA), incorporating definitions under applicable UK, EU, and U.S. data protection laws.

Renewal Period: the period described in Section 13.

Statement of Work (“SOW”): means the document setting out the details of the Customer, the Customer Contact and the Enhanced Services and which together with these Terms and Conditions form the Agreement.

Software: the online software applications provided by Talking Medicines as part of the Enhanced Services.

Subscription Fees: any subscription fees payable by the Customer to Talking Medicines under this Agreement.

Subscription Term: has the meaning given in the Statement of Work and in accordance with clause 13.

Virus: any thing or device (including any software, code, file or program) 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 without limitation worms, trojan horses, viruses and other similar things or devices.

3. AUTHORIZED USERS

3.1. Talking Medicines grants to the Customer from the Effective Date a non-exclusive, non-transferable right to permit the Authorized User or Users to use the Enhanced Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

3.2. In relation to Authorized Users, the Customer undertakes that:

3.2.1. the maximum number of Authorized Users that it authorizes to access and use the Enhanced Services and the Documentation shall not exceed the number set out in the Statement of Work or otherwise agreed in writing with Talking Medicines;

3.2.2. each Authorized User shall keep a secure password for his or her use of the Enhanced Services and Documentation and that each Authorized User shall keep any password provided to him or her confidential; it will not allow any Authorized User account to be used by more than one Authorized User unless it has been reassigned in its entirety to another Authorized User with prior consent from Talking Medicines, in which case the prior Authorized User shall no longer have any right to access or use the Enhanced Services and/or Documentation;

3.2.3. it shall provide an up-to-date list of current Authorized Users to Talking Medicines within 5 Business Days of Talking Medicines' written request at any time or times;

3.2.4. it shall permit Talking Medicines to audit the Enhanced Services in order to establish the name and password of each Authorized User. Such audit may be conducted no more than once per quarter, at Talking Medicines' expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

3.2.5. if any of the audits referred to in Section 3.2.3 reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to Talking Medicines' other rights,



the Customer shall promptly disable such passwords and Talking Medicines shall not issue any new passwords to any such individual; and

3.2.6. if any of the audits referred to in Section 3.2.3 reveal that the Customer has underpaid Subscription Fees to Talking Medicines, then without prejudice to Talking Medicines' other rights, Talking Medicines reserves the right to charge the Customer an amount equal to such underpayment, which amount shall be payable in accordance with Section 8.2.

3.3. The Customer shall not access, store, distribute or transmit any Viruses, or any material in its use of the Enhanced Services that:

3.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially discriminatory;

3.3.2. facilitates illegal activity; or

3.3.3. in a manner that is otherwise illegal or causes damage or injury to any person or property; and Talking Medicines reserves the right, without liability or prejudice to its other rights under this Agreement, to disable the Customer's access to all or any portion of the Enhanced Services.

3.4. The Customer shall not (except to the extent expressly permitted under this Agreement), attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

3.4.1. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

3.4.2. access all or any part of the Enhanced Services and Documentation in order to build a product or service which competes with the Enhanced Services and/or the Documentation; or

3.4.3. subject to Section 15.4, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Enhanced Services and/or Documentation available to any third party, or

3.4.4. attempt to obtain, or assist third parties in obtaining, access to the Enhanced Services and/or Documentation, other than as provided under this Section 3.

3.5. The Customer shall keep all password and log-in details used in the relation to the Enhanced Services secure and shall use all reasonable means to prevent any unauthorized access to, or use of, the Enhanced Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Talking Medicines.

3.6. The rights provided under this Section 3 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

4. **ENHANCED SERVICES**

4.1. Talking Medicines shall, during the Subscription Term, provide the Enhanced Services and make the Documentation available to the Customer on and subject to the terms of this Agreement.

4.2. Talking Medicines shall use commercially reasonable efforts to make the Enhanced Services available 24 hours a day, seven days a week, except for:



4.2.1. planned maintenance carried out during the maintenance windows set by Talking Medicines; and

4.2.2. unscheduled maintenance performed outside Normal Business Hours, provided that Talking Medicines has used reasonable efforts to give the Customer at least 6 Normal Business Hours' notice in advance.

4.3. Talking Medicines will, as part of the Enhanced Services and at no additional cost to the Customer, provide the Customer with Talking Medicines' standard customer support services during Normal Business Hours.

5. DATA

5.1. As between the Parties, the Customer owns all rights in the Customer Data.

5.2. The Service Provider shall process Customer Data solely in accordance with this Agreement, the Data Processing Agreement, and any applicable Statement of Work, and shall implement appropriate technical and organizational measures to protect such data.

5.3. Retention, storage, and access to Customer Data shall be in accordance with the Data Processing Agreement and applicable Statement(s) of Work.

5.4. The Customer acknowledges and agrees to comply with the customer obligations set out in the Master Services Agreement and Data Processing Agreement, including but not limited to restrictions on the provision of Personally Identifiable Information (PII) and obligations under applicable UK, EU, and U.S. data protection laws.

6. CUSTOMER OBLIGATIONS

6.1. The Customer shall provide Talking Medicines with such information and assistance as Talking Medicines may reasonably request in relation to this Agreement.

6.2. The Customer shall comply with all applicable laws and governmental regulations with respect to its activities under this Agreement and shall carry out all other Customer responsibilities set out in this Agreement in a timely manner.

6.3. The Customer shall ensure that the Authorized Users use the Enhanced Services and the Documentation in accordance with the terms of this Agreement and shall be responsible for any Authorized User's breach of this Agreement.

6.4. The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary to enable it to receive the Enhanced Services from Talking Medicines.

6.5. The Customer shall ensure that its network and systems comply with any relevant specifications provided by Talking Medicines from time to time and be solely responsible for procuring and maintaining its network and internet connections.

6.6. In respect of any data/information to which you gain, or have at any time gained, access under the Agreement, you agree not to use such data/information, whether in isolation or combined with other data/information sources, to enable identification, directly or indirectly, of any natural person. If you consider that any data/information to which you gain, or have at any time gained, access under the Agreement constitutes personal data, you agree to notify us promptly of this.

The Customer agrees not to use, transmit, disclose, or otherwise make available any data or information in a manner that enables the identification, directly or indirectly, of any natural person. The Customer shall ensure that any data shared under this Agreement is appropriately de-identified, meaning it does not contain direct personal identifiers and



cannot reasonably be used to identify individuals without additional information. If the Customer becomes aware that any data shared may contain Personally Identifiable Information (PII), as defined in the Master Services Agreement, they shall promptly notify Talking Medicines and cooperate fully in its secure removal or remediation

7. TALKING MEDICINES OBLIGATIONS

- 7.1. Talking Medicines undertakes that the Enhanced Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2. The undertaking at Section 7 shall not apply to the extent of any non-conformance which is caused by use of the Enhanced Services contrary to Talking Medicines' instructions, or modification or alteration of the Enhanced Services by any party other than Talking Medicines or Talking Medicines' duly authorized contractors or agents. If the Enhanced Services do not conform with this undertaking, Talking Medicines will, at its expense, use reasonable commercial efforts to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Section 7. Notwithstanding this, Talking Medicines:
 - 7.2.1. does not warrant that the Customer's use of the Enhanced Services will be uninterrupted or error-free; or that the Enhanced Services, Documentation and/or the information obtained by the Customer through the Enhanced Services will meet the Customer's requirements; and
 - 7.2.2. 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 Enhanced Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3. This Agreement shall not prevent Talking Medicines from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 7.4. Talking Medicines warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8. RIGHTS IN THE ENHANCED SERVICES

- 8.1. All intellectual property rights in the Enhanced Services are owned by or validly licensed to Talking Medicines.
- 8.2. Software and Documentation provided in relation to the Enhanced Services are provided solely in relation to the Customer's use of the Enhanced Services in accordance with this Agreement and are not provided, or to be used, for any other purpose.

9. PAYMENT

- 9.1. The Customer shall pay the Subscription Fees to Talking Medicines for the Enhanced Services in accordance with this Section 8.2.
- 9.2. The Customer shall provide to Talking Medicines valid, up-to-date and complete credit card details or approved purchase order information acceptable to Talking Medicines and any other relevant valid, up-to-date and complete contact and billing details.
- 9.3. If the Customer provides:



- 9.3.1. its credit card details to Talking Medicines, the Customer hereby authorizes Talking Medicines to bill such credit card on or after the Effective Date for Subscription Fees payable;
- 9.3.2. its approved purchase order information, Talking Medicines shall invoice the Customer on or after the Effective Date and the Customer shall pay each invoice issued by Talking Medicines upon effective date.
- 9.4. If Talking Medicines has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Talking Medicines:
- 9.4.1. Talking Medicines may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Enhanced Services and Talking Medicines shall be under no obligation to provide any or all of the Enhanced Services while the invoice(s) concerned remain unpaid; and
- 9.4.2. interest shall accrue on such due amounts at an annual rate equal to the lesser of (i) one and one-half percent per month, or (ii) the highest contract interest rate permitted by applicable law, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.5. All amounts and fees stated or referred to in this Agreement shall be payable in U.S. Dollars, unless otherwise agreed in the applicable Statement of Work, are non-cancellable and non-refundable. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Federal, State or local governmental entity on any amounts payable by Customer hereunder; and to the extent Talking Medicines is required to pay any such sales, use, excise, or other taxes or other duties or charges, Customer shall reimburse Talking Medicines in connection with its payment of fees and expenses as set forth in this Section 9. Notwithstanding the previous sentence, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Talking Medicine's income, personnel or real or personal property or other assets.
- 9.6. Talking Medicines shall be entitled to increase the Subscription Fees upon 7 days' prior notice to the Customer, but not more than once during any 12-month period during the Agreement.
- 9.7. Notwithstanding Section 9.5, Talking Medicines shall be entitled to increase the Subscription Fees in the event that the Customer switches to a higher subscription package for the Enhanced Services.

10. CONFIDENTIALITY

- 10.1. Each party ("**Receiving Party**") shall keep in strict confidence any information that is proprietary or confidential and is either clearly labelled as such or which a reasonable person would recognize as confidential, including without limitation all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (collectively, all of the foregoing, the "**Confidential Information**").
- 10.2. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Section 10 shall survive termination of the Agreement for a period of five years, or, for Confidential Information that constitute trade secrets, for as long as such Confidential Information qualifies as trade secrets under applicable law.



- 10.3. Notwithstanding the terms of Section 10 and 10.1 above, Talking Medicines shall be entitled to reference the Customer as being a customer of Talking Medicines in relation to its marketing activities.

11. INDEMNITY

- 11.1. The Customer shall defend, indemnify and hold harmless Talking Medicines against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) (a "Claim") arising out of or in connection with the Customer's use of the Enhanced Services and/or Documentation, provided that:
- 11.1.1. the Customer is given prompt notice of any such claim;
- 11.1.2. Talking Medicines provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and
- 11.1.3. the Customer is given sole authority to defend or settle the claim, provided that no settlement of any such Claim involving injunctive or mandatory relief affecting Talking Medicines may be entered into without the express written consent of Talking Medicines.
- 11.1.4. the Customer shall indemnify, defend and hold harmless Talking Medicines against any Claim arising from the Customer's transmission, disclosure, or provision of Personally Identifiable Information (PII) to Talking Medicines, including any regulatory investigation, enforcement action, or claim by a data subject or supervisory authority.
- 11.2. Subject to Section 11.5, Talking Medicines shall defend the Customer, and if applicable, its officers, directors and employees against any claim that the Enhanced Services or Documentation infringes a valid and unexpired claim under any United States patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 11.2.1. Talking Medicines is given prompt notice of any such claim;
- 11.2.2. the Customer provides reasonable co-operation to Talking Medicines in the defense and settlement of such claim, at Talking Medicines' expense; and
- 11.2.3. Talking Medicines is given sole authority to defend or settle the claim.
- 11.3. In the defense or settlement of any claim, Talking Medicines may procure the right for the Customer to continue using the Enhanced Services, replace or modify the Enhanced Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer other than the refund of prepaid subscription fees, if any, applicable to the period subsequent to such termination.
- 11.4. In no event shall Talking Medicines, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 11.4.1. a modification of the Enhanced Services or Documentation by anyone other than Talking Medicines; or
- 11.4.2. the Customer's use of the Enhanced Services or Documentation in a manner contrary to the instructions given to the Customer by Talking Medicines; or



11.4.3. the Customer's use of the Enhanced Services or Documentation after notice of the alleged or actual infringement from Talking Medicines or any appropriate authority.

- 11.5. The foregoing and Section 12.1, 12.2 and 12.5 state the Customer's sole and exclusive rights and remedies, and Talking Medicines' entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality. IN NO EVENT SHALL TALKING MEDICINES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS.

12. LIMITATION OF LIABILITY

- 12.1. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 12.2. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED **[[TWO (2)[OTHER NUMBER]] TIMES]** THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER **[PURSUANT TO THIS AGREEMENT/PURSUANT TO THE APPLICABLE STATEMENT OF WORK/IN THE [NUMBER] [YEAR/MONTH] PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM].**
- 12.3. Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for its use of the Enhanced Services and all information obtained from such use, and for conclusions drawn from such use. Use of the Enhanced Services does not guarantee the Customer any improvement in its business efficiencies.
- 12.4. The Customer assumes sole responsibility for its use of the Enhanced Services and all information obtained from such use, and for conclusions drawn from such use. Use of the Enhanced Services does not guarantee the Customer any improvement in its business efficiencies;
- 12.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, TALKING MEDICINES HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS. THERE ARE NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.
- 12.6. Except in the case of fraud or fraudulent misrepresentation, Talking Medicines' total aggregate liability arising under the Agreement or otherwise relating to the Enhanced Services shall be limited to the total Subscription Fees paid during the 12-month period preceding the date on which the claim arose.

13. TERM AND TERMINATION

- 13.1. The Agreement shall commence on the Effective Date and shall terminate on the Completion Date specified in the applicable Statement of Work.
- 13.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if the other party:



13.2.1. Commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

13.2.2. Becomes insolvent or admits its inability to pay its debts generally as they become due.

13.2.3. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing.

13.2.4. Is dissolved or liquidated or takes any corporate action for such purpose.

13.2.5. Makes a general assignment for the benefit of creditors.

13.2.6. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.3. On termination of this Agreement for any reason:

13.3.1. all licences granted under this Agreement shall immediately terminate;

13.3.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and

13.3.3. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

14. DISPUTE RESOLUTION

14.1. In the event the parties are unable to resolve a dispute between them arising out of or relating to the Agreement the parties will attempt to settle it by mediation in Jersey City, New Jersey or such other city in which Talking Medicines shall then have its headquarters using such procedures as they shall agree.

14.2. If the dispute is not settled by mediation within 10 days of commencement of the mediation or within such further period as the parties may agree in writing, either party may notify the other party of its election to resolve such dispute by binding arbitration. Such arbitration shall be conducted in Jersey City, New Jersey or in such other city as Talking Medicines may then have its headquarters office before a single arbitrator with at least ten years' experience dealing with business disputes. Such arbitration shall be conducted under the rules of the International Institute for Conflict Prevention & Resolution and judgment upon any arbitration award may be entered in any court of competent jurisdiction.

14.3. Notwithstanding the previous provisions of this Sections 14.1 and 14.2, each party to this Agreement acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under Section 10 would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by such party of any such obligations occurs, the other party hereto will, in addition to any and all other rights and remedies that may be available to such party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Agreement agrees that such party shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 14.



15. GENERAL

15.1. If Talking Medicines choose to waive any particular right it has under the Agreement on any particular occasion this does not prevent it from exercising that right on another occasion.

15.2. If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.

15.3. Talking Medicines shall have no liability to the Customer under this Agreement if it is 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 severe acts of nature, floods, fires, earthquakes, hurricanes, war, acts of terrorism, labor shortages, strikes, epidemics and acts of governmental authorities.

15.4. The Customer is not entitled to transfer or assign its rights and obligations under the Agreement to anyone else without Talking Medicines' prior written consent. Talking Medicines shall be entitled to delegate all or any portion of its obligations hereunder to one of more Affiliates.

15.5. The relationship between the parties is that of independent contractors. Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.6. All notices required or permitted under the Agreement will be in writing, sent or delivered to the address of the party set forth in this Agreement or to such other address as a party may specify for the delivery of notices. Any notice shall be deemed to have been duly received:

15.6.1. if delivered personally, when delivered to such address;

15.6.2. if sent by certified mail, postage prepaid, on the third business day after transmittal; or

15.6.3. if delivered by nationally recognized express delivery service, on the date and at the time that the courier's delivery receipt is signed.

15.7. This Agreement constitutes the complete and exclusive understanding and agreement between Customer and Talking Medicines regarding its subject matter and supersedes all prior or other agreements or understandings, written or oral, relating to its subject matter (including without limitation any proposal Talking Medicines may have issued to the Customer). Each party acknowledges that, in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement.

16. LAW AND JURISDICTION

16.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, exclusive of any conflicts of law rules of New Jersey or any other jurisdiction.

16.2. Each Party consents to the exclusive personal jurisdiction of the Federal and State courts located in New Jersey for any action or proceeding for the enforcement of any arbitral award under Section 14.2 and for any other action or proceeding not subject to Section 14.2 and arising from or related to this Agreement and any transactions contemplated hereby.



EXHIBIT D

DATA PROCESSING AGREEMENT

This Data Processing Agreement (“Agreement”) dated as of the last date set forth on the signature page (the “Effective Date”), is incorporated into and forms an integral part of the Master Services Agreement (“MSA”) between the Parties. In the event of any conflict between this Agreement and the MSA, this Agreement shall prevail with respect to data protection and processing matters, dated **[DATE]** by and between

- A. **[CUSTOMER NAME] [COMPANY DETAILS] [COMPANY ADDRESS]** (“Company”), and
- B. **Talking Medicines Inc.**, a Delaware corporation with its office at 95 Christopher Columbus Drive, 16th Floor, Jersey City, NJ 07302 (“Service Provider”) which is a subsidiary of Talking Medicines Limited whose registered office is at c/o Johnston Carmichael, 227 West George Street, Glasgow, G2 2ND and principal office is BECO Building, 58 Kingston Street, Glasgow, G5 8BP..

Company and Service Provider and are each referred to herein as a “Party” and collectively as the “Parties”.

DESCRIPTION OF DATA PROCESSING AGREEMENT

Parties to the agreement	
[CUSTOMER NAME] (“<u>Company</u>”, “<u>Exporter</u>” and “<u>Controller</u>”)	Talking Medicines (“<u>Service Provider</u>”, “<u>Importer</u>” and “<u>Processor</u>”)
Purpose of Processing	
<p>The Parties propose to conduct business as set forth in the Services Agreement. Such business shall involve the disclosure by the Company of Confidential Information (“<u>Company Data</u>”), which may include Personal Data, as defined below to the Service Provider.</p> <p>The purpose of Processing is limited to the provision of services as described in the MSA and any applicable Statement of Work (SOW). Service Provider shall not process Company Data for any other purpose unless explicitly agreed in writing by the Parties. Service Provider acts as Processor and shall only process Company Data on documented instructions of the Company, including with respect to international transfers, sub-processor engagement and data retention or deletion.</p> <p>The Parties seek to implement an Agreement that complies with the requirements of the current legal framework in relation to data Processing in respect to all applicable Data Protection Laws, regulations, and other legal or self-regulatory requirements in any applicable jurisdiction relating to privacy, data protection, data security, communications secrecy, breach notification, or the Processing of Personal Data. This may include, to the extent they are applicable, (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (“<u>GDPR</u>”), and US Data Protection Laws.</p> <p>“<u>Data Protection Laws</u>” means all applicable laws, regulations, and other legal or self-regulatory requirements in any jurisdiction relating to privacy, data protection, data security, communications secrecy, breach notification, or the Processing of Personal Data, including without limitation, to the extent applicable, (i) US Data Protection Laws, (ii) the GDPR and any national implementing legislation relating thereto, (iii) any Laws governing outbound telephone calls or transmission of electronic mail, facsimile messages or text messages, and (iv) any other communication related data protection, data security or privacy Law, to which either Party, as applicable, is subject in connection with this Agreement.</p> <p><u>Service Provider Obligations</u>. Service Provider shall use the Company Data in furtherance of the Purpose and act consistently to the instructions of Company.</p>	



Use of Sub-Processors. The Service Provider may engage affiliates or third-party service providers, including Talking Medicines Limited (UK), to process Company Data in connection with the provision of Services under this Agreement. The Company hereby authorizes the use of Talking Medicines Limited, located in the United Kingdom, as a sub-processor for such purposes.

Service Provider shall ensure that any sub-processor engaged to process Company Data:

- Is subject to a written agreement imposing data protection obligations that are no less protective than those set out in this Agreement;
- Implements appropriate technical and organizational measures to safeguard Company Data;
- Processes Company Data only for the purposes and duration specified in this Agreement and any applicable Statement of Work;
- Assists the Service Provider in fulfilling its obligations under applicable Data Protection Laws..

Security. Service Provider shall implement appropriate technical and organizational measures reflective of current best industry practice and technological development to protect to protect Company Data against unauthorized or unlawful processing, accidental loss, destruction, or damage.

US Personal Information Processing. Where required by US Data Protection Laws, the Company will ensure that it has obtained/will obtain all necessary consents, and has given/will give all necessary notices, for the Processing of US Personal Information by the Service Provider in accordance with the Agreement.

International Transfers Where Company, acting as a data exporter, transfers Company Data to Service Provider, acting as data importer, in a manner that constitutes a restricted international data transfer under applicable Data Protection Laws, both Parties have hereby entered into and will abide by the applicable SCCs covering the relationship between the Parties. The Parties agree that the Standard Contractual Clauses (SCCs) adopted by the European Commission for transfers of personal data to third countries shall apply, and are incorporated by reference. Where applicable, the UK Addendum to the SCCs shall also apply. The Parties agree as follows:

1. **Standard Contractual Clauses (SCCs)**
The Parties hereby incorporate by reference the Standard Contractual Clauses adopted by the European Commission under Implementing Decision (EU) 2021/914 of 4 June 2021, including the applicable module(s) based on the relationship between the Parties (typically Controller to Processor). The SCCs shall apply to the extent required by EU GDPR for lawful international transfers of Personal Data to third countries.
2. **UK Addendum**
For transfers of UK Personal Data, the Parties incorporate by reference the UK Addendum to the EU SCCs issued by the UK Information Commissioner's Office (ICO), as required under the UK GDPR. The Parties agree to complete the Addendum tables as necessary and treat the SCCs and Addendum as forming part of this Agreement.
3. **Transfer Impact Assessment (TIA)**
The Parties acknowledge that a Transfer Impact Assessment may be required under applicable Data Protection Laws. The Company shall conduct or coordinate such assessment, and the Service Provider shall provide reasonable assistance, including information about its data handling practices, technical and organizational measures, and applicable U.S. legal obligations.



4. Supplementary Measures

The Service Provider agrees to implement supplementary measures, where required, to ensure an adequate level of protection for Personal Data transferred under this Agreement.

5. Conflict Resolution

In the event of any conflict between the terms of this Agreement and the SCCs or UK Addendum, the SCCs and UK Addendum shall prevail with respect to the international transfer of Personal Data.

Breach. In the event of a Personal Data Breach affecting Company Data, Service Provider shall notify the Company without undue delay and, where feasible, within 24 hours of becoming aware of the breach. The notification shall include all relevant details to enable the Company to comply with its legal obligations.

The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

Data Subjects

Data Subjects include the individuals whose Personal Data is provided by the Data Exporter to the Data Importer in connection with the Services. These individuals may include (but are not limited to) the following categories of Data Subjects:

- Detailed in Statement of Works

Service Provider shall:

Notify Company within two (2) business days of becoming aware of a request from a Data Subject under any Data Protection Law in respect of Company Data, and provide reasonable assistance to the Company in responding to such requests in accordance with applicable Data Protection Laws.

Company Data to be provided to the Service Provider

Categories of personal data include the information provided by Data Exporter to Data Importer in connection with the Services. This information may include (but is not limited to) the following categories of Personal Data:

- Detailed in Statement of Works
- Other. _____

Categories of Sensitive Data

Categories of sensitive data include the information provided by Data Exporter to Data Importer in connection with the Services. This information may include (but are not limited to) the following categories of sensitive data:

- Detailed in Statement of Works



<input type="checkbox"/> Other. _____
Transmission of data
All Information hereunder is to be securely transferred or transmitted between the Parties under the Agreement.
Frequency of Transfer
As necessary, for the provision of the Services under one or more SOWs.
Nature of the Processing
As necessary, for the provision of the Services under one or more SOWs.
Purposes of the Transfer and Further Processing
As necessary, for the provision of the Services under one or more SOWs.
Retention Period
Company Data is retained for the duration agreed. Upon termination or expiry of the Agreement, or upon written request from the Company, Service Provider shall promptly delete or return all Company Data, unless retention is required by applicable law. Service Provider shall certify in writing that such deletion has been completed.
Additional Data Processing Restrictions
Competent Supervisory Authority
For EU Personal Data, the competent supervisory authority will be determined in accordance with EU Data Privacy Law; For Swiss Personal Data, the Swiss Federal Data Protection and Information Commissioner; and/or For UK Personal Data, the UK Information Commissioner's Office.