UKRP TRANSFER AGREEMENT

This UKRP Transfer Agreement is entered into between **Viamed Ltd**., a company with a principal place of business at 15 Station Road, Cross Hills, Keighley BD20 7DT, West Yorkshire, UK ("**Outgoing UKRP**"); and **MedEnvoy UK Limited**, a company with a principal place of business at 85, Great Portland Street, First Floor, London, W1W 7LT, United Kingdom ("**MedEnvoy**" or "**Incoming UKRP**"); and **Honeywell Healthcare Solutions GmbH**, a company with a principal place of business at Alter Holzhafen 18, 23966 Wismar, Germany ("**Manufacturer**"). This Agreement takes effect on **03.07.2023** (the "**Effective Date**").

BACKGROUND:

1. The Outgoing UKRP and Manufacturer entered into a UK Responsible Person (UKRP) Agreement.
2. Manufacturer wishes to release the Outgoing UKRP from the UK Responsible Person (UKRP) Agreement on or after the Effective Date.
3. The Manufacturer and MedEnvoy have agreed that MedEnvoy will assume the role and obligations as UK Responsible Person on or after the Effective Date and has signed a UK Responsible Person (UKRP) Agreement with the Manufacturer.

AGREEMENT:

1. **Definitions.** In this Agreement:
    - "Agreement" means this AR Transfer Agreement.
    - "United Kingdom" ("UK") for convenience, collectively refers to Great Britain (England, Wales, and Scotland), Northern Ireland, and the Crown Dependencies.
    - "UK Responsible Person" or "UKRP" means a natural or legal person or an organization that has been designated by the Manufacturer in order to fulfill the Manufacturer's regulatory obligations in the United Kingdom.
    - "Transfer Date" means Effective Date of the Agreement.
    - "Device" means Manufacturer's devices.
    - "Transition Date" means the date until which the Outgoing UKRP may be indicated in the information supplied by the Manufacturer, including any promotional material.

2. **Transition Date.** The Outgoing UKRP may be indicated in the information supplied by the Manufacturer, including any promotional material until 03.07.2023

3. **Termination Date**. With the entry into force of this Agreement, the Outgoing UKRP Agreement with the Manufacturer shall be terminated accordingly from 03.07.2023 (the "Termination Date"). The Termination Date shall not release the Outgoing AR from any obligations for the period when Viamed Ltd. was appointed as the UKRP of the Manufacturer.

4. **Transfer of documents.** The Manufacturer allows the Outgoing UKRP to transfer documents including confidentiality aspects and property rights to MedEnvoy.

5. **Obligations Outgoing UKRP.** Notwithstanding the above and in accordance with the UK Medical Devices Regulations 2002 ("**UKMDR"),** appliable to medical devices and *in vitro* diagnostic medical devices, the Outgoing UKRP will forward to the Manufacturer or Incoming UKRP any complaints or reports from healthcare professionals, patients or users about suspected incidents related to a device for which it had been designated as authorized representative.

6. **Signatures.** This Agreement may be executed in multiple counterparts, delivered by electronic mail as a scanned image (such as an Adobe PDF file), or electronically signed (such as by DocuSign), and the foregoing shall be treated in all respects as having the same effect as an original signature.

7. **Law and Jurisdiction**. This Agreement is governed by all applicable laws of the identified United Kingdom territory, without regard to conflicts of law principles. All disputes arising out of or in connection with the Agreement shall be submitted to the applicable competent courts of the identified United Kingdom territories in this Agreement.

Agreed between the parties:

Viamed Ltd.		**Honeywell Healthcare Solutions GmbH**	
Signature:		Signature:	
Name:	Steve Nixon	Name:	Stefan Miska
Title:	Commercial Director	Title:	Manager, QM, RA and Service
Date:		Date:	

MedEnvoy UK Limited

Signature:

Name: Edgar Kasteel

Title: CEO

Date: