

TERMS AND CONDITIONS FOR CLINICIANS

Last Updated: 26/06/2025

1. INTRODUCTION

Formation

- 1.1 These terms and conditions ("Terms") and your Order Form (collectively, the "agreement") govern your access to and use of the Platform provided to you by Your Brain Health Pty Ltd (ACN 664 165 913) ("YBH", "we", "our", or "us"). If there is inconsistency between the terms of the Terms and the Order Form, the terms of the Order Form will prevail.
- 1.2 When you sign an Order Form and/or click "I accept" (or similar) when you register for an account for the Platform, you agree to be bound by this agreement.

Platform Regulatory Status

- 1.3 You acknowledge and agree that, to the extent permitted by applicable laws:
 - (a) we may modify, suspend, or discontinue your access to the Platform (in whole or in part) at any time to comply with any applicable laws or regulatory requirements; and
 - (b) neither YBH or the Platform is intended to diagnose, treat, cure or prevent any health issues or make any recommendations, including concerning a Patient's healthcare or treatment.
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2. DEFINITIONS

In this agreement, unless the context otherwise requires, terms have the meaning given to them throughout the agreement and/or as follows:

"Authorised User" means the total number of users, including admin clinician, clinician, and admin users that have been authorised by you to be supplied Authorised User Logins and access and use the Platform.

"Authorised User Login" means the unique username and password issued by the admin clinician Authorised User to each Authorised User for access to and use of the Platform by Authorised Users.

"Confidential Information" means confidential, proprietary and commercially sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including information which:

- (a) is identified as confidential or ought to have been known to be confidential; and
- (b) relates to the business affairs and practices, including financial information, business opportunities, business plans, business processes and methodologies,

but does not include information, which is in, or comes into, the public domain other than by a breach of this agreement, or which is independently known to the other party as evidenced by its written record.

“Consequential Loss” means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss.

"Clinician Data" means all information, data, materials and other content that you (or your Authorised Users) provide to us and/or input into the Platform or any Third Party Products, which will include Patient Data if uploaded to the Platform by you.

“Clinician Personal Data” means all Personal Information controlled by you which is processed by YBH in order to provide the Subscription and Platform to you and your Patients.

"Healthcare Professional" or "HCP" means a qualified health practitioner registered with the appropriate regulatory body.

“Initial Term” means the initial term for your Subscription as set out in the Order Form.

“Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

"Loss" means any judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, or otherwise.

"Order Form" means the document specifying the details of your Subscription.

"Patient" means your patient, including all individuals whose information is entered into the Platform in connection with your use of the Platform.

“Patient Data” means all information, data, materials and other content about the Patient uploaded to or generated in the Platform, by you or by the Patient, including Personal Information of the Patient.

“Patient Portal” means the optional, patient-facing component of the Platform that allows Patients to view their assessment results and, where applicable, complete or update their personal information, as enabled by the you.

"Personal Information" shall mean *“personal data”* as defined under the UK GDPR.

“Privacy Law” means any laws applicable to the collection, use, disclosure and/or processing of Personal Information under this agreement, including (as applicable) the General Data Protection Regulation (EU) 2016/679 as transposed into domestic legislation of the United Kingdom and the UK Data Protection Act 2018 (the **“UK GDPR”** and/or any other equivalent or similar legislation as applicable in any relevant jurisdiction).

"Platform" means the ScreenIT platform, a digital health platform designed to transform manual brain health screenings into a comprehensive digital solution, including all related software, applications, and tools.

“Subscription” means your subscription to the Platform in accordance with the terms of the agreement.

“**Subscription Tier**” means either the subscription tier for your account, as determined in accordance with clause 4.

3. TERM AND RENEWAL

- 3.1 This agreement and your Subscription begin on the commencement date specified in your Order Form and continue for the Initial Term, unless terminated earlier in accordance with this agreement.
- 3.2 Subject to the remainder of this clause, this agreement and your Subscription will renew for periods of twelve (12) months (each a “Renewal Term”), unless or until terminated earlier in accordance with this agreement.
- 3.3 YBH will notify you at least 90 days prior to the expiry of the Initial Term and each Renewal Term that the Subscription, and this agreement, is going to automatically renew in accordance with the above.
- 3.4 You must notify YBH in writing at least 30 days prior to the end of the Initial Term or then current Renewal Term (“Cut-Off Date”) if you want to cancel the Subscription and terminate this agreement (“Cancellation Request”). If the Cancellation Request is received:
- (a) prior to the Cut-Off Date, the Subscription, and this agreement, will terminate at the end of the then-current Initial Term or Renewal Term; or
 - (b) after the Cut-Off Date, your Subscription and this agreement will be renewed for the next Renewal Term and the cancellation will take effect at the end of that Renewal Term.
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4. SUBSCRIPTIONS

- 4.1 In consideration of payment of the Fees by you, we will provide the Platform to you in accordance with your Subscription Tier.
- 4.2 Your access to the Platform is dependent on your Subscription Tier selected in your Order Form, unless:
- (a) you have not been provided an Order Form in which event your Subscription Tier will be our free Subscription Tier; or
 - (b) your Subscription Tier is amended in accordance with clause 4.3.
- 4.3 You may request to change your Subscription Tier as follows:
- (a) to a higher level at any time, in which event we will invoice you in advance on a pro-rata basis for the increase in your Subscription Tier from the date such increase is agreed, unless such other payment method is agreed in writing between the parties.
 - (b) to a lower level for an upcoming Renewal Term by providing us written notice before the Cut-Off Date. Your Subscription Tier as current as at the Cut-Off Date will carry over into the next Renewal Term unless we receive notice in accordance with this clause.
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5. ACCOUNTS AND AUTHORISED USERS

5.1 To access and use the Platform, you must:

- (a) register for an account with accurate, current, and complete information;
- (b) provide all information we request from you at the point of sign up, including professional credentials where reasonably required and confirmation of professional status and scope of practice; and
- (c) maintain and update your information as reasonably required.

5.2 To access the Platform your Authorised Users must set up an account using their allocated Authorised User Login.

5.3 You are solely responsible for:

- (a) determining your Authorised Users and any use of the Platform by such Authorised Users;
 - (b) ensuring your Authorised Users comply with this agreement;
 - (c) ensuring each Authorised User Login is operated by only one person;
 - (d) ensuring Authorised Users do not share, publish or otherwise make available to any third party their Authorised User Logins;
 - (e) maintaining the confidentiality and security of your Account and the Authorised User Logins and notifying us immediately of any unauthorised use; and
 - (f) all activities that occur under your account by you or your Authorised Users, including any unauthorised access by third parties.
- 5.4 We may not approve your account set up, disable, suspend or cancel your account if you fail to comply with your obligation under this agreement, or if we suspect there is unauthorised use of your account (as determined by us acting reasonably).

PATIENT RELATIONSHIP AND OPTIONAL PATIENT PORTAL

Patient Relationship and Patient Data

- 5.5 You are solely responsible for your relationship with each Patient, including, without limitation, all obligations under applicable laws, regulation and standards. The Platform does not govern, create or validate the clinical relationship between you and the Patient. That relationship exists independently of the Platform and remains your sole responsibility.
- 5.6 You may input, manage and access Patient Data in the Platform in accordance with your existing clinical relationship with the Patient, subject to you obtaining the required consents from the Patient in compliance with all applicable laws and regulations, including, without limitation, applicable Privacy Laws.

Optional Patient Portal set up

- 5.7 You may, at your discretion, use the optional Patient Portal to enable Patients to view their assessment results and, where applicable, complete or update their Personal Information.

Responsibility for Patient relationship

- 5.8 You must not make claims, warranties or guarantees about the Platform without our prior written consent, and if any attempt is made to do so without such consent, you take full responsibility for such claims, warranties or guarantees.
- 5.9 You are solely responsible for:
- (a) verifying the Patient's Personal Information as entered into the Platform;
 - (b) ensuring you are legally permitted to share a Patient's Personal Information and/or Patient Data with us and that we are permitted to process such Personal Information and/or Patient Data in accordance with this agreement;
 - (c) all communications with the Patient regarding health and/or medical related queries and issues, including in respect of the Platform; and
 - (d) any obligations under any applicable laws and regulations to Patients and in respect of your services.

6. YOUR OBLIGATIONS

General Obligations

- 6.1 You acknowledge and agree that:
- (a) you must only, and must ensure that all your Authorised Users, access and use the Platform, including any Third Party Products and Third Party Services, only:
 - (i) in accordance with this agreement;
 - (ii) in accordance with all applicable laws and regulations; and
 - (iii) solely for its intended purposes and otherwise in a responsible and safe manner,
 - (b) you must provide us with any information and assistance reasonably necessary to enable us to provide you with your Subscription and access to the Platform;
 - (c) when using the Platform you and your Authorised Users must only upload, post, host, store, communicate or display content (including, but not limited to, Clinician Data) that:
 - (i) you have all consents and rights required to upload, post, host, store, communicate and display;
 - (ii) does not infringe the rights, including privacy and Intellectual Property Rights of any other person;
 - (iii) is not unlawful, does not give rise to any civil or criminal liability for you or us, and does not encourage any activity that may violate any applicable law or contract; and

- (iv) is not fraudulent and does not constitute a fraudulent misrepresentation or promote fraudulent activity,
- (d) you and your Authorised Users must not use the Platform, including any Third Party Products and Third Party Services:
 - (i) in any way that suggests the Platform is a medical device, provides clinical interpretation, or offers diagnostic or treatment recommendations;
 - (ii) in any manner that may cause harm or mislead Patients;
 - (iii) to provide or enable care where you do not hold the necessary professional qualifications, registrations, or insurance;
 - (iv) to copy, modify, distribute, sell, lease, sub-license, or otherwise commercialise any part of the Platform;
 - (v) to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform, except as expressly permitted by applicable laws;
 - (vi) to interfere with or disrupt the integrity, performance, or security of the Platform;
 - (vii) to attempt to gain unauthorised access to the Platform, any related systems, or other users' data;
 - (viii) to store, transmit, or upload any harmful code, viruses, or infringing, false, misleading, or inappropriate content; and/or
 - (ix) must not copy or reproduce the Platform without our prior written consent, except as reasonably needed to perform your obligations under this agreement and subject to the restrictions in this clause 7.

Healthcare Professional Obligations

- 6.2 If you are a user designated as a Healthcare Professional, you additionally acknowledge and agree that you:
- (a) represent and warrant that you are a qualified medical practitioner or healthcare professional, registered with the appropriate regulatory or professional body, and that you hold all necessary accreditations, professional liability insurance as required to lawfully practice and provide the care you undertake using the Platform;
 - (b) are solely responsible for all clinical decisions, care, and supervision of Patients when using the Platform, and for exercising independent professional judgment in connection with any data, results, or outputs obtained through the Platform;
 - (c) must not rely on the Platform as the sole basis for any clinical decision or action, and must validate all clinical interpretations yourself;
 - (d) are responsible for ensuring that appropriate informed consent is obtained from each Patient or Participant prior to entering their information into the Platform;
 - (e) are responsible for the accuracy, completeness, and quality of all data you or your Authorised Users enter into the Platform, and for reviewing such data for errors or inconsistencies;

- (f) must ensure that any Authorised Users (if applicable) are properly authorised, trained, and supervised in accordance with your professional regulatory requirements, and that any clinical decision-making remains your sole responsibility; and
 - (g) must maintain all necessary registrations and insurances required to provide care to Patients.
- 6.3 If you fail to comply with the acceptable uses set out in this clause, we reserve the right to immediately suspend your access to the Platform, without liability for us (to the extent permitted by law).

7. SUBSCRIPTION AND PAYMENT

Fees and Payment

- 7.1 You agree to pay all fees specified in your Order Form for your use of the Platform (“Fees”) annually in advance.
- 7.2 We, or YBH (UK) Ltd, will notify you of the applicable payment method for the Fees. This may include manual invoicing or payment via a third party online checkout platform (such as Stripe). Where online payment is used, you are responsible for completing payment through your selected method.
- 7.3 Unless otherwise specified by in your Order Form:
- (a) all Fees are expressed in United States Dollars; and
 - (b) you must pay our invoices within 30 days from the invoice date; and
 - (c) you acknowledge that any invoice under this agreement may be issued by us or by YBH (UK) Ltd and you agree to pay the Fees to the entity set out in the relevant invoice.

Overdue Payments

- 7.4 If any invoiced amount is not received by us by the due date, we may:
- (a) charge interest at the rate of 1.5% per month on such unpaid amount; and/or
 - (b) suspend your use of the Platform until all overdue amounts are paid.

Taxes

- 7.5 All amounts payable under this agreement are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, goods and Platforms taxes and/or any value-added, sales, use or withholding taxes, assessable by any jurisdiction unless otherwise stated (**Taxes**). You will be responsible for paying all such Taxes associated with the amounts payable under this agreement.

8. PRIVACY

- 8.1 In this Clause 8, the terms “process”, “data controller”, “data processor” and “data subject” shall have the meanings set out in the Data Protection Legislation.

- 8.2 Each party will comply with all applicable Privacy Laws and when collecting, handling, storing, disclosing, or otherwise using any Personal Information in connection with this agreement, including but not limited to Clinician Personal Information. The parties acknowledge and agree that you shall be the data controller and YBH shall be a data processor of any Clinician Personal Information. You warrant that your instructions to YBH in respect of the Clinician Personal Information are lawful.
- 8.3 YBH shall
- (a) only process Clinician Personal Information in accordance with your documented instructions, including with regard to transfers, unless required to do otherwise by applicable UK law, in which event, YBH shall inform you of the legal requirement before processing the Clinician Personal Information other than in accordance with your instructions, unless legally prohibited from doing so on important grounds of public interest;
 - (b) ensure that its personnel are subject to appropriate obligations of confidentiality;
 - (c) taking into account the nature of the Subscription and the Platform, provide reasonable assistance to you, insofar as this is possible and at your cost, for the fulfilment of your obligations under the Privacy Laws in respect of data security; data breach notification; data protection impact assessments; prior consultation with supervisory authorities; and the fulfilment of data subject's rights; and
 - (d) upon termination of this agreement, upon your request, return or delete the Clinician Personal Information, and delete any existing copies in its possession unless required to retain such Clinician Personal Information under applicable UK law.
- 8.4 You consent to YBH engaging the subcontractors [listed on our website](#) to process the Clinician Personal Information on its behalf. YBH shall ensure Sub-processors are subject to contractual obligations regarding the processing of Clinician Personal Information which are the same as or equivalent to those imposed on YBH under this agreement. YBH shall inform you of any intended changes concerning the addition or replacement of any sub-processor within a reasonable time prior to implementation of such change. If you object to such change, YBH shall make reasonable efforts to address your concerns (including making reasonable efforts to find an alternative sub-processor). YBH shall be responsible for the performance of its sub-processors.
- 8.5 You acknowledge and agree that Clinician Personal Information may be processed by sub-processors outside the United Kingdom in order to provide the Subscription and Platform and to carry out YBH's other obligations under this agreement. YBH shall implement a data transfer solution to ensure any such transfers are compliant with the Privacy Laws.
- 8.6 YBH shall use appropriate technical and organisational measures to protect Clinician Personal Information stored in YBH's infrastructure against unauthorised and unlawful processing and against accidental loss, destruction, disclosure, damage or alteration, as described in Annex 1 (Technical and Organisational Measures). You agree that you are solely responsible for determining whether such technical and organisational measures are appropriate, taking into account the nature, scope, context and purposes of the processing.

- 8.7 Upon written request, YBH shall make available to you such information as is reasonably necessary to demonstrate the Supplier's compliance with its obligations under this Clause 8. In addition, YBH agrees to permit an audit to be conducted of its facilities, by you or your representatives (bound by appropriate obligations of confidentiality), provided such an audit is carried out: (i) during YBH's normal business hours; (ii) in manner that causes minimal disruption to YBH's business and excludes from its scope any internal pricing information, information relating to other customers of YBH or YBH's own internal reports; and (iii) at your own cost.
- 8.8 YBH shall notify you without undue delay of any accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, Clinician Personal Information. YBH shall provide you with reasonable assistance in relation to such security breach, including the provision of such information as is known to YBH regarding the nature of the breach, the categories and approximate number of data subjects and records concerned.
- 8.9 The Clinician Personal Information processing activities carried out by YBH under this agreement may be described as follows:
- (a) Subject matter: The provision of the Subscription and Platform, as described in the relevant Order Form and this agreement.
 - (b) Duration: The duration of the Subscription and 90 days thereafter.
 - (c) Nature and purpose: To enable YBH to provide the Platform.
 - (d) Data categories: Clinician Data and Patient Data, including, without limitation, log in details, health data, contact details and other information uploaded to, or generated by, the Platform.
 - (e) Data subjects: clinicians and Patients.
- 8.10 You acknowledge and agree:
- (a) it is solely your responsibility to ensure that you seek and obtain all necessary consents from, and make all necessary disclosures to, your Patients in respect of their Patient Personal Information to enable disclosure of such information to YBH and any providers of Third Party Products and or Third Party Services for the purpose of the provision of the Platform; and
 - (b) not use or disclose any Personal Information in a manner that causes us to be in breach of any applicable Privacy Laws.

9. CLINICIAN DATA

- 9.1 As between YBH and you, you own all rights (including Intellectual Property Rights), title and interests in and to the Clinician Data and you are solely responsible for the integrity, accuracy, and quality of the Clinician Data and how you acquire or access any such Clinician Data.
- 9.2 You acknowledge and agree that:

- (a) any decisions, outputs, outcomes and/or information generated in, or made based on, the Platform and or using Third Party Products and/or Third Party Services (**Outcomes**) are dependent on the integrity, accuracy and quality of the Clinician Data;
 - (b) you are solely responsible for determining how and if it uses any such Outcomes and/or whether the same are suitable for its purposes; and
 - (c) we are not responsible or liable to you in respect of any such Outcomes.
- 9.3 Without limiting our security obligations under this agreement, you are responsible for protecting Clinician Data, including backing-up, and ensuring the security of, the Clinician Data, and taking appropriate measures to protect Clinician Data from accidental, unlawful or unauthorised access, use or disclosure.
- 9.4 We are not responsible for any errors, omissions, Losses, Consequential Losses, or damages of any kind resulting directly or indirectly from any issues with quality, or inaccuracies, in respect of Clinician Data or any failure by you to ensure the integrity, completeness, or accuracy of Clinician Data before providing it to us or inputting it into the Platform.
- 9.5 You instruct us to delete any Clinician Data that we reasonably believe could cause us to breach applicable laws. We will provide you with notice prior to the removal of Clinician Data where reasonably practicable or as soon as possible after removal.
- 9.6 You grant us: a royalty-free, non-exclusive licence during the Term, to use the Clinician Data to the extent necessary to perform our obligations under this agreement, including making the Platform available to you; and

10. INTELLECTUAL PROPERTY RIGHTS

Our Intellectual Property

- 10.1 You acknowledge and agree that we own all rights (including Intellectual Property Rights), title and interests in and to:
- (a) the Platform (including any software, source and object code, algorithms, that form part of or relate to the Platform);
 - (b) any accompanying materials or documentation, including that are created by and/or for you and/or your Users in connection with the use of the Platform; and
 - (c) any variations, modifications, adaptations, developments and/or derivatives of any of the Platform, and/or any accompanying materials or documentation,

but excluding any Clinician Data.

Limited License

- 10.2 We grant to you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely to the extent permitted by this agreement and as is necessary to obtain the benefit of your Subscription for the duration of the Term.

11. THIRD-PARTY INTEGRATIONS

- 11.1 We may use third party products in supplying you the Platform (including incorporating such products and services into the Platform) ("Third Party Product") or enable access to third-party applications and services through the Platform ("Third Party Services"). You acknowledge that:
- (a) we are not responsible for Third Party Products and or Third Party Services and these are provided on "as is" basis;
 - (b) your use of, and access to, Third Party Products and/or Third Party Services may be subject to separate terms or policies issued by the respective owner/operator of the relevant Third Party Product; and
 - (c) we do not endorse or recommend and are not responsible for examining or evaluating the content of any Third Party Products and/or Third Party Services
 - (d) to the extent permitted by law, we make no representations or warranties in relation to, and do not accept liability for, Third Party Products and/or Third Party Services; and
 - (e) we may suspend your use of, or access to, the Third Party Products and/or Third Party Services without notice or liability to you.

12. CONFIDENTIALITY

- 12.1 A party will not disclose the Confidential Information of the other party to any third party, except:
- (a) for the purposes of providing, or using, the Platform and fulfilling any obligations under this agreement;
 - (b) where a party is required to do so under any law, code or regulation and/or any listing rules of any stock exchange, including disclosure to any third parties in order for them to comply with the same;
 - (c) to the party's employees, subcontractors, representatives, or advisors on a need-to-know basis; and/or
 - (d) with the other party's consent.
- 12.2 You remain responsible for maintaining the confidentiality of Patient information in accordance with applicable laws, regulations, and professional standards.

13. TERMINATION

Termination for Cause

- 13.1 Either party may terminate this agreement on written notice where any of the following events occurs.

- (a) The other party materially breaches any of the terms of this agreement and the breach is not capable of remedy.
- (b) The other party materially breaches any of the terms of this agreement and does not remedy the breach within 30 days of receiving written notice of the breach.
- (c) If the other party ceases to operate, becomes insolvent, enters liquidation, file for bankruptcy, makes an assignment for the benefit of creditors, appoints a receiver, or is subject to any similar action.

Effect of Termination

13.2 On termination or expiry of this agreement:

- (a) your Subscription will terminate;
- (b) each party must, on request, return or securely destroy all Confidential Information in that party's control;
- (c) you will no longer have any right to use, copy or access (or to permit any other person to use, copy or access) the Platform (in whole or in part), or any other information or materials that we make available to you under this agreement, including our Confidential Information; and
- (d) you will immediately pay all outstanding Fees owing to us at the date of termination or expiry.

13.3 After termination of this agreement we will retain Clinician Data for up to 90 days, during which you may request a copy, after this period, we will delete Clinician Data unless prohibited from doing so under any applicable law or regulation.

14. INDEMNITY

14.1 You agree to indemnify and hold harmless YBH, its affiliates, directors, officers, employees, and agents (our "indemnified parties") from and against any Loss (including legal fees) suffered or incurred by our indemnified parties as an indirect or direct result of, or arising out of or in connection with:

- (a) your breach of your obligations under this agreement;
- (b) any Clinician Data, including but not limited to any third-party claim alleging that Clinician Data, or our handling or processing of Clinician Data infringes rights, including privacy and/or Intellectual Property Rights of a third party;
- (c) your negligent or fraudulent acts or omissions and/or wilful misconduct;
- (d) your use of the Platform, Third Party Products and/or Third Party Services otherwise than in accordance with this agreement;
- (e) any clinical decisions, actions, or omissions made in connection with the Platform;
- (f) any breach of applicable law, regulation, or professional standards by you;
- (g) any claim by a third party, including patients, resulting from your use of the Platform; and

(h) all third party claims arising out of or in connection with any of the matters set out above in this clause.

15. LIMITATION OF LIABILITY

- 15.1 Subject to any express warranties in this agreement, but otherwise to the fullest extent permitted by law, YBH excludes all warranties, conditions and representations in whatever form, relating to the Platform, including any warranties or representations relating to quality, accuracy, integration, satisfactory quality, conformity with specifications, reliability, functionality, performance, fitness for purpose or the security and operation of the Platform, including, without limitation, that the Platform will produce any particular outcomes for you and/or that it will be bug, virus or error free.
- 15.2 Notwithstanding any other provision of this agreement, including the remainder of this clause 15, and to the fullest extent permitted by law:
- (a) a party is not liable to the other party, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise for any Consequential Loss, indirect, incidental, punitive or special Losses of any kind or loss of profit, loss of opportunities or business interruption;
 - (b) subject to clause 15.3, our aggregate liability in connection with this agreement whether in contract, tort (including negligence), statute or otherwise will not exceed the lesser of \$10,000 AUD or total fees paid by you to YBH in the 12 months preceding the claim; and
 - (c) subject to clause 15.3, our sole liability for loss or corruption of data (including Clinician Data) is limited to restoring such data to the last useable backup, where applicable.
- 15.3 Nothing in this agreement (including, without limitation, the remaining provisions of this Clause 15) shall limit or exclude any liability has arisen due to:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and/or
 - (c) any other type of liability that cannot be limited or excluded by applicable laws.
- 15.4 A party's liability under this agreement will be reduced proportionately to the extent that any such Loss arose as a result of the other party's act or omission.
- 15.5 We are not responsible for delays, disruptions or other faults in the Platform caused by factors beyond our reasonable control, including but not limited to problems with the public internet or your computer systems and the acts and omissions of third parties. We are not responsible for any damage to any of your equipment or software resulting from your use of the Platform.
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16. GENERAL

- 16.1 This agreement is governed by, and construed in accordance with, the laws of New South Wales, Australia.

- 16.2 Any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The number of arbitrators shall be one. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English.
- 16.3 This agreement constitutes the entire agreement between the parties concerning the subject matter of the agreement and supersedes all prior communications.
- 16.4 You may not assign, novate and/or otherwise transfer this agreement without our prior written consent. You agree we may assign, sublicense and/or otherwise transfer this agreement at anytime without any further consent from you in connection with a merger, acquisition, or sale of assets.
- 16.5 If any provision of this agreement is found to be unenforceable, the remaining provisions will remain in effect.
- 16.6 The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to this agreement and nothing in this agreement shall confer on any third party the right to enforce any provision of this agreement provided that such Act and any legislation amending or replacing such Act, shall apply to any third party that has the benefit of the indemnities set out in Clause 14. Any amendment or change to this Agreement shall not require the consent of any third party including any third party that has the benefit of the indemnities set out in Clause 14.

17. MARKETING AND CUSTOMER REFERENCES

Customer Reference Rights

17.1 You acknowledge and agree that YBH may:

- (a) include your organisations' name, logo, and brief description of your use of the Platform in customer lists, case studies, and marketing materials;
- (b) reference your organisation as a Platform and/or YBH customer in sales presentations, websites, brochures, and other promotional materials;
- (c) develop customer profiles and case studies for use on our website and in marketing materials;
- (d) include your organisation's name in press releases and media announcements regarding our business relationship; and/or
- (e) use general descriptions of your industry, size, and the benefits you've achieved using the Platform.

Professional Standards

17.2 All marketing materials will maintain professional standards appropriate for healthcare industry contexts. We will not disclose Confidential Information or Personal Information in any marketing materials.

18. CONTACT INFORMATION

If you have questions about this agreement, please contact us:

Your Brain Health Pty Ltd

Email: legal@yourbrainhealth.io

ABN: 30 664 165 913

Annex 1 (Technical and Organisational Measures)

In accordance with Clause 8.4, we implement security measures designed to align with industry standards such as SOC 2 and AWS security frameworks.

Our documented technical security architecture includes:

- AES-256 encryption at rest and TLS 1.3 in transit;
- multi-factor authentication and role-based access controls;
- AWS-native security services (GuardDuty, CloudTrail, Security Hub);
- vendor risk management with data protection agreements; and
- security monitoring and defined incident response procedures.