

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8279728

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BABYLON PARTNERS LIMITED	08/30/2023
RECEIVING PARTY DATA		
Name:	EMED HEALTHCARE UK, LIMITED	
Street Address:	100 NEW BRIDGE STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	EC4V 6JA	
PROPERTY NUMBERS Total: 26		
Property Type	Number	
Patent Number:	11328215	
Patent Number:	11348022	
Patent Number:	10628529	
Patent Number:	10387575	
Patent Number:	10592610	
Patent Number:	10460028	
Patent Number:	10482183	
Patent Number:	10482384	
Patent Number:	11182682	
Patent Number:	11042531	
Patent Number:	10846288	
Patent Number:	10586532	
Patent Number:	10599686	
Patent Number:	10824653	
Patent Number:	10824949	
Patent Number:	11321363	
Patent Number:	10706104	
Patent Number:	11017905	
Patent Number:	11379747	
Patent Number:	11017572	

PATENT

Property Type	Number
Patent Number:	11145414
Patent Number:	10956443
Patent Number:	11113300
Application Number:	17524999
Application Number:	17016735
Application Number:	16944512

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6023518140
Email: aboone@perkinscoie.com
Correspondent Name: XIAOYU WANG
Address Line 1: P.O. BOX 1247
Address Line 2: ATTN.: DAVID J. LARSEN
Address Line 4: SEATTLE, WASHINGTON 98111-1247

ATTORNEY DOCKET NUMBER:	EMED INTAKE
NAME OF SUBMITTER:	ABBY BOONE
SIGNATURE:	/Abby Boone/
DATE SIGNED:	11/15/2023

Total Attachments: 28

source=Babylon SPA to Emed UK Assignment - Redacted#page1.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page2.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page3.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page4.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page5.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page6.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page7.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page8.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page9.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page10.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page11.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page12.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page13.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page14.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page15.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page16.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page17.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page18.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page19.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page20.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page21.tif

source=Babylon SPA to Emed UK Assignment - Redacted#page22.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page23.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page24.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page25.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page26.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page27.tif
source=Babylon SPA to Emed UK Assignment - Redacted#page28.tif

**BABYLON GROUP HOLDINGS LIMITED (IN
ADMINISTRATION)**
BABYLON PARTNERS LIMITED (IN ADMINISTRATION)
(as the Vendors)

and

THE ADMINISTRATORS

and

EMED HEALTHCARE UK, LIMITED
(as the Purchaser)

and

EMED, LLC
(as the Guarantor)

SALE AND PURCHASE AGREEMENT

related to certain shares held by Babylon Group
Holdings Limited (in administration), and assets held
by Babylon Partners Limited (in administration)

THIS AGREEMENT (this “**Agreement**”) is made on 30 August 2023

BETWEEN

- (1) **BABYLON GROUP HOLDINGS LIMITED (IN ADMINISTRATION)**, a company incorporated in England and Wales with registered number 14707874 and having its registered address at 1 Knightsbridge Green, London, United Kingdom, SW1X 7QA (“**BGHL**”) acting by the Administrators (defined below) and as agent and without personal liability;
- (2) **BABYLON PARTNERS LIMITED (IN ADMINISTRATION)**, a company incorporated in England and Wales with registered number 08493276 and having its registered address at 1 Knightsbridge Green, London, United Kingdom, SW1X 7QA (“**BPL**”) acting by the Administrators (defined below) and as agent and without personal liability,

(each of BGHL and BPL a “**Vendor**” and, together, the “**Vendors**”);
- (3) **ANDREA JAKES** and **MARK GRANVILLE FIRMIN**, both of Alvarez & Marsal Europe LLP, Park House, 16-18 Finsbury Circus, London, EC2M 7EB as joint administrators of each of the Vendors as agents of the Vendors only and without any personal liability whatsoever (the “**Administrators**”, which shall include their successors in office, if any);
- (4) **EMED HEALTHCARE UK, LIMITED**, a company incorporated in England and Wales with registered number 15086104 and having its registered address at 100 New Bridge Street, London, United Kingdom, EC4V 6JA (the “**Purchaser**”); and
- (5) **EMED, LLC**, a company incorporated in Delaware with registered number 85-1062955 and having its registered address at 990 Biscayne Boulevard, Suite 1501, Miami, Florida 33132 (the “**Guarantor**”).

WHEREAS

- (A) The Administrators were appointed to act as joint administrators of each of the Vendors in England and Wales on or around the date of this Agreement pursuant to paragraph 22 Schedule B1 Insolvency Act 1986.
- (B) The Administrators’ appointment provides that any act required or authorised to be done by the Administrators may be done by any one or more of them for the time being holding office.
- (C) The Vendors have agreed to sell and the Purchaser has agreed to acquire such right, title and interest that the Vendors may have at Completion in the Assets (each as defined below) on the terms and subject to the conditions of this Agreement (the “**Transaction**”).
- (D) The Administrators act as agents of each of the Vendors and have entered into this Agreement in their personal capacities solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this Agreement.

IT IS AGREED THAT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“**Account**” means the bank account notified in writing by the Vendors to the Purchaser on or before the date of this Agreement;

“**Administration Expenses**” means the remuneration of the Administrators and the expenses of administration incurred or accrued under:

- (a) paragraph 99 of Schedule B1 of the Insolvency Act; and
- (b) rules 3.50, 3.51 and 3.52 of the Insolvency Rules,

provided that such expenses are not caused by, due to or based upon a fraudulent act or omission by or on behalf of the Administrators, their firm, partners, employees, staff, representatives or agents, and any individual claim is an “**Administration Expense**”;

“**Administrators’ Firm**” means Alvarez & Marsal Europe LLP;

“**Administrators’ Records**” means all records produced by or at the direction of the Administrators or their staff or representatives or by any other person including the officers and employees of the Vendors in connection with the administration of a Vendor, the statutory books and accounting records of a Vendor, relevant security documents, documents relating to the appointment of the Administrators and any other records which the Administrators are required by law to retain;

“**Administrators’ Solicitor**” means Latham & Watkins LLP;

“**Affiliate**” means, in relation to a body corporate, any subsidiary or holding company of such body corporate, and any subsidiary of any such holding company, in each case from time to time;

“**Agreed Purpose**” means, in respect of the sharing of Personal Data envisaged under this Agreement, to enable the Vendors and the Purchaser to complete the Transaction as contemplated under the terms of this Agreement;

“**Assets**” means:

- (a) the BGHL Assets; and
- (b) the BPL Assets.

“**BGHL Assets**” means the assets described in Part 1 (*BGHL Assets*) of Schedule 1 (*Assets*);

“**BHSL**” means Babylon Healthcare Services Limited, a company incorporated in England and Wales with registered number 09229684;

“**BHSL Employees**” means all persons employed by BHSL immediately prior to Completion;

“**BPL Assets**” means the assets described in Part 2 (*BPL Assets*) of Schedule 1 (*Assets*);

“**Bridge Notes**” means the USD 80,500,000 loan notes issued by Babylon Holdings Limited and BGHL pursuant to the bridge loan note facility agreement (and notes subscription agreements) dated 9 March 2023, as amended and restated on 10 May 2023 and 17 July 2023, between, among others, BGHL and BPL as guarantors and the note subscribers listed therein;

“**Business**” means the business carried on by the Vendors as at Completion being the provision of digital-first healthcare services;

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks in England are open for ordinary banking business;

“**Business Intellectual Property**” means all Intellectual Property, including the Goodwill, owned by the Vendors in, or in connection with, the Business including the rights set out in Schedule 1 of the IP Assignment;

“**Business Records**” means to the extent in the possession of any Vendor or the Administrators, all books, papers, records, documents, files, invoices, lists of clients, Customers (including the Personal Data of Customers) and Suppliers and other records of the Vendor (exclusively) relating to the Business, BHSL, the BHSL Employees, the Transferring Employees, the Suppliers, or any of the Assets and including the Triage Technical File but excluding the Administrators’ Records and the VAT Records;

“**Claims**” means any actions, proceedings, claims, investigations or demands of any kind (actual or contingent) that may be brought or made against any Vendor and/or the Administrators and/or their partners, employees, staff, representatives or agents in connection with this Agreement or any matters contemplated by, referred to in, or arising out of or in connection with this Agreement, including actions, proceedings, claims, investigations or demands that may be brought by trade unions or any other employee representative or representative body;

“**Completion**” means completion of the Sale in accordance with Clause 6 (*Completion*);

“**Completion Date**” means the date on which Completion takes place;

“**Confidential Information**” means in relation to the Disclosing Party:

- (a) any information relating to the Disclosing Party or its Affiliates which is or has been made available for the purposes of the transactions contemplated under this Agreement by the Disclosing Party or its Representatives to the Receiving Party or its Representatives or Permitted Recipients;
- (b) analyses, compilations, studies, reports and other material prepared by the Receiving Party or its Representatives or Permitted Recipients which has been generated or otherwise derived from the information described in (a) above;
- (c) any information relating to the business, affairs, customers, plans, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party or of the Disclosing Party’s group of companies; and
- (d) the existence and contents of discussions between the parties to this Agreement in relation to the transactions contemplated under this Agreement or the Transaction Documents, including the contents of this Agreement,

in each case in whatever form or medium (including written, electronic, visual and oral) such information is recorded or kept and whether disclosed or created before or after the date of this Agreement, but the term “Confidential Information” does not include information which:

- (i) is or becomes publicly available (other than as a direct or indirect result of any breach of the terms of this Agreement) or could be obtained by a person with no more than reasonable diligence; or
- (ii) is known to the Receiving Party or its Representatives or Permitted Recipients before it is disclosed by the Disclosing Party or its Representatives; or
- (iii) was lawfully obtained by the Receiving Party before such disclosure as evidenced by written records, other than from a source which is connected with the Disclosing Party and which, in either case, has not been obtained in violation of, and is not otherwise subject to, any duty of confidentiality to the Disclosing Party or its Affiliates; or

(iv) is developed by the Receiving Party and/or its Representatives without the use of Confidential Information;

“**Consideration**” has the meaning given to it in Clause 3.1;

“**Customers**” means the customers and former customers of BHSL and the Vendors in relation to the Business;

“**Contracts**” means the contracts described in Part 4 (*Contracts*) of Schedule 1 (*Assets*);

“**Control**” has the meaning given to it in section 1124 of the Corporation Tax Act 2010;

“**Controller**” has the meaning given to it or equivalent concepts by the applicable Data Protection Law;

“**Data Protection Law**” means any:

- (a) statute, statutory instrument, bye-law, order, directive, treaty, declaration, legislative enactment, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal);
- (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or
- (c) industry code of conduct or guideline,

relating to the Processing of Personal Data under or in connection with this Agreement, including: the UK Data Protection Act 2018 (“**DPA**”), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (together with the DPA, the “**UK GDPR**”), the Privacy and Electronic Communications Regulations 2003;

“**Data Subject**” has the meaning given to it or equivalent concepts by the applicable Data Protection Law;

“**Debtor Claims**” means all debts and other monies due or owing to any Vendor in respect of the Business as at Completion (whether or not yet invoiced and/or due and payable as at Completion or which will become owing to a Vendor with the passage of time in respect of goods or services provided by a Vendor before Completion) including trade debts, deposits, prepayments, retrospective rebates and overpayments and all rights of set-off and counterclaims and any other form of indebtedness including interest payable on those sums and the benefit of any security or guarantee for their payment;

“**Deed of Release**” means the deed of release dated on or about the date of this Agreement provided by Kroll Trustee Services Limited as security agent, each Holder (as defined in the Original Notes) and Kroll Trustee Services Limited as trustee under the Bridge Notes) in respect of the obligations of, and security granted by, BGHL and BPL under the Relevant Documents (as defined therein);

“**Disclosing Party**” shall have the meaning given to it in Clause 20.2 (*Confidentiality*);

“**Domain Names**” means the rights to all domain names set out in Schedule 1 of the IP Assignment;

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, assignment, hypothecation,

security interest (including any created by Law), title retention or other security agreements or arrangement or any agreement to create any of the above;

“**EU Medical Devices Directive**” means Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002 and Regulation (EC) No 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC;

“**Excluded Assets**” means the assets and rights referred to in Part 3 (*Excluded Assets*) of Schedule 1 (*Assets*);

“**Excluded Contracts**” means the contracts described in Part 5 (*Excluded Contracts*) of Schedule 1 (*Assets*);

“**Goodwill**” means the goodwill, custom and connection of the Vendors in relation to the Business held by the relevant Vendor including the exclusive right for the Purchaser to carry on the Business under the relevant Name and to represent itself as carrying on the Business in succession to the Vendors;

“**Insolvency Act**” means the Insolvency Act 1986;

“**Insolvency Rules**” means the Insolvency (England and Wales) Rules 2016;

“**Intellectual Property**” means all rights in patents, utility models, trade marks, service marks, logos, getup, trade names, internet domain names, copyrights (including rights in computer software, source code and object code), design rights, the benefit of contractual waivers of moral rights, database rights, topography rights, plant variety rights, rights in confidential information and knowledge (including know how, inventions, trade secrets, secret formulae and processes, market information, and lists of customers and suppliers), and rights protecting goodwill and reputation, in all cases: (i) including all goodwill associated with any of the foregoing; (ii) whether registered or unregistered; (iii) including all other forms of protection having a similar nature or effect anywhere in the world to any of the foregoing; and (iv) including all applications for or registrations of any of the foregoing rights;

“**IP Assignment**” means the assignment of all right, title and interests held by the Vendors in the Business Intellectual Property in the form set out in Schedule 2 (*IP Assignment*);

“**Laws**” means all applicable legislation, statutes, directives, regulations, judgments, decisions, decrees, orders, instruments, by-laws, and other legislative measures or decisions having the force of law, treaties, conventions and other agreements between states, or between states and the European Union or other supranational bodies, rules of common law, customary law and equity and all civil or other codes and all other laws of, or having effect in, any jurisdiction from time to time;

“**Liabilities**” means all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed and whether owed or incurred severally or jointly or as principal or surety and “**Liability**” means any one of them;

“**Losses**” means any losses, damages, awards, costs (including without limitation legal costs and experts’ and consultants’ fees), charges, penalties or expenses that any Vendor and/or the Administrators have incurred or sustained or may, directly or indirectly, incur or sustain;

“**Medical Devices Regulations**” means Regulation (EU) 2017/745 on medical devices, Directive 93/42/EEC concerning medical devices and the Medical Device Regulations 2002 (SI

2002 No 618), as applicable to the placement of the Triage Application on the EU and Great Britain markets and each as may be amended, varied or superseded from time to time;

“**Name**” means:

- (a) in respect of BGHL, “Babylon Group Holdings Limited”; and
- (b) in respect of BPL, “Babylon Partners Limited”.

“**Original Notes**” means the USD 300,000,000 loan notes issued by Babylon Holdings Limited pursuant to a notes subscription agreement entered into between, among others, BGHL and the entities listed therein as note subscribers and the deed poll dated 4 November 2021, as amended and supplemented by a supplemental deed poll dated 31 March 2022 and as further amended and supplemented by a supplemental deed poll dated 15 March 2023, each as amended or as amended and restated from time to time;

“**Permitted Recipient**” means in relation to a Receiving Party:

- (a) its professional and legal advisers;
- (b) its existing shareholders;
- (c) any bank, lending bank, other creditor or potential investor whose involvement or potential involvement with such Receiving Party is related to the Transaction and their professional and legal advisers; and
- (d) any insurer or insurance broker engaged by such Receiving Party.

“**Personal Data**” means any information that (a) identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a natural person; or (b) is considered “personal data” or a similar term under any relevant Data Protection Law;

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

“**Processing**” and “**Process**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“**Purchaser’s Solicitor**” means Baker & McKenzie LLP;

“**Purchaser’s Solicitor Undertaking**” means the solicitor’s undertaking given by the Purchaser’s Solicitor to the Administrators’ Solicitor prior to the execution of this Agreement by the parties;

“**Receiving Party**” shall have the meaning given to it in Clause 20.2 (*Confidentiality*);

“**Release Date**” means, in respect of a Vendor, the date of the release granted to the Administrators under section 98 of Schedule B1 of the Insolvency Act;

“**Representative**” means, in relation to a party to this Agreement or a Permitted Recipient: (i) its officers, directors, employees, agents, consultants, advisors and Affiliates; (ii) the officers, directors, employees, agents, consultants and advisors of its Affiliates; and (iii) its and its

Affiliates' auditors, insurers and service providers who require Confidential Information and are subject to at least the same level of confidentiality as set out in Clause 20 (*Confidentiality*);

“**Sale**” means the sale and purchase of the Assets under this Agreement pursuant to Clause 2 (*Sale of Assets*);

“**Security Agent**” means Kroll Trustee Services Limited as security agent and bridge trustee under the intercreditor agreement dated 9 March 2023 between, among others, BGHL and BPL and Kroll Trustee Services Limited;

“**Shares**” means the 1 ordinary share in the capital of BHSL of £1.00 held by BGHL, which represents the entire issued share capital of BHSL;

“**Share Transfer Form**” means the share transfer form in respect of the Shares;

“**Social Media Accounts**” means any user account, profile, page or other similar presence on an online communication channel incorporating user-generated content in connection with the Business, including Facebook, Twitter/X, Instagram, Tik-Tok and Linked-in, controlled or administered by or on behalf of any Vendor at the date of this Agreement;

“**Subsequent Appointee**” means a subsequent administrator or liquidator from Alvarez & Marsal Europe LLP appointed in respect of any Vendor;

“**Supervisory Authority**” means any relevant supervisory authority having jurisdiction in relation to the Processing of the Personal Data shared pursuant to the Sale;

“**Suppliers**” means the suppliers and former suppliers of goods or services to BHSL or BPL in relation to the Business (save that BHSL Employees, Transferring Employees or former employees shall not be deemed to be Suppliers in respect of their contracts of employment);

“**Third Country**” means any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time;

“**Third Party Consent**” means any consent, licence, approval, permit, authorisation and/or waiver required from any third party for the valid assignment, novation or transfer to the Purchaser of a Contract;

“**Transaction**” shall have the meaning given to it in recital (C) to this Agreement;

“**Transaction Documents**” means:

- (a) this Agreement;
- (b) the Deed of Release;
- (c) the IP Assignment; and
- (d) all other documents, agreements and instruments necessary or desirable to facilitate, implement or consummate all or any part of the Transaction in accordance with this Agreement (and consents and instructions in respect of each);

“**Transferring Employees**” means all employees (as such term is defined in Regulation 2(1) of TUPE) of BPL;

“**Transferring IT Systems**” means the information technology systems, hardware, software and applications owned by any of the Vendors which is used as at the Completion Date in the Business including the Triage Application;

“**Triage Technical File**” means all documentation pertaining to the conformity of the Triage Application with the requirements of Medical Devices Regulations, including all clinical evaluation plans, clinical evaluation procedures, verification and validation tests, design & development plans, the manufacturer’s Declaration of Conformity, the quality management system, ISO 13485 certificate and any other documentation relating to the compliance status of the Triage Application with the Medical Devices Regulation;

“**Triage Application**” means the Triage software application registered with the Medicines & Healthcare products Regulatory Agency under MHRA Reference Number 7139, as may otherwise be referred to by the Vendors as the Healthcheck application;

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 or equivalent or similar legislation in any other relevant jurisdiction;

“**VAT**” means (in the United Kingdom) value added tax as imposed by the Value Added Tax Act 1994 and legislation and regulations supplemental thereto and (outside the United Kingdom) any value added tax imposed in compliance with the European Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) and any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax, or elsewhere;

“**VATA 1994**” means the Value Added Tax Act 1994;

“**VAT Records**” means the records relating to VAT referred to in section 49(1) of the VATA 1994 and which the Vendors are required by law to retain; and

“**Working Hours**” means 9:30 a.m. to 5:30 p.m. on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) every reference to a particular Law shall be construed also as a reference to all other Laws made under the Law referred to and to all such Laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other Laws from time to time and whether before or after Completion provided that, as between the parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;
- (b) references to clauses and schedules are references to Clauses of and Schedules to this Agreement, references to paragraphs are references to paragraphs of the Schedule in which the reference appears and references to this Agreement include the Schedules;
- (c) references to the singular shall include the plural and vice versa and references to one gender include any other gender;
- (d) references to a “party” means a party to this Agreement and includes its successors in title, personal representatives and permitted assigns;
- (e) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality and in each case, shall include the person’s successors;

- (f) references to a “company” includes any company, corporation or other body corporate wherever and however incorporated or established and in each case, shall include the company’s successors;
 - (g) references to “£” are references to the lawful currency from time to time of the United Kingdom;
 - (h) references to times of the day are to London time unless otherwise stated;
 - (i) references to writing shall include any modes of reproducing words in a legible and non-transitory form;
 - (j) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any other legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
 - (k) references to the Administrators shall be construed as being to the Administrators both jointly and severally and to any other person who is appointed as an administrator in substitution for any Administrator or as an additional administrator in conjunction with the Administrators;
 - (l) words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things; and
 - (m) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “includes” and “including” shall be construed without limitation.
- 1.3 This Agreement shall, as regards any of its provisions remaining to be performed or capable of taking effect after Completion, remain in full force and effect notwithstanding Completion and notwithstanding the Administrators’ ceasing to act.
- 1.4 Covenants, warranties or indemnities given in favour of the Administrators are given in favour of each of them and any Subsequent Appointee.
- 1.5 The headings and sub-headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.6 Each of the Schedules to this Agreement shall form part of this Agreement.
- 1.7 References to this Agreement include this Agreement as amended or varied in accordance with its terms.
- 2. SALE OF ASSETS**
- 2.1 With effect on and from Completion, and subject to the terms and conditions of this Agreement:
- (i) BGHL, acting by the Administrators, hereby sells, assigns, transfers, and conveys and the Purchaser buys such right, title and interest BGHL has in the BGHL Assets as at Completion; and
 - (ii) BPL, acting by the Administrators, hereby sells, assigns, transfers, and conveys and the Purchaser buys such right, title and interest BPL has in the BPL Assets as at Completion.

which it may have by reason of performance by it of its obligations under this Agreement or by reason of any amount being payable, or liability arising, under this Clause 8 (*Guarantee of Purchase Indemnities*):

- (a) to be indemnified by the Purchaser;
- (b) to claim any contribution from the Purchaser;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Agreement;
- (d) to bring legal or other proceedings for an order requiring the Purchaser to make any payment, or perform any obligation, in respect of which the Guarantor has given a guarantee, undertaking or indemnity under this Clause 8 (*Guarantee of Purchase Indemnities*);
- (e) to exercise any right of set-off against the Purchaser; and/or
- (f) to claim or prove as a creditor of the Purchaser in competition with any of the Vendors and/or the Administrators.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Vendors and/or the Administrators by the Purchaser under or in connection with the Guaranteed Obligations to be repaid in full on trust for the Vendors and/or the Administrators and shall promptly pay or transfer the same to the relevant Vendor(s) and/or the Administrators as they may direct.

9. ACCESS TO RECORDS AND PREMISES

9.1 Subject in each case to Clause 20 (*Confidentiality*) and any other rights of confidentiality and privilege which the Purchaser may have and applicable Data Protection Laws, as long as the administration (and/or liquidation) of the Vendors is ongoing, for a period of up to the term of the further assurance period under Clause 21 (*Further Assurance*) from Completion, the Purchaser shall:

- (a) give the Vendors, the Administrators and their Representatives reasonable access during normal business hours and on reasonable advance notice to the Business Records and Transferring Employees as employed by the Purchaser or its Affiliates (in so far as such records, decisions and data relate to the Assets); and
- (b) allow reasonable facilities to enable the Administrators and their Representatives to liaise with the relevant Transferring Employees and to inspect, review and take copies of any such records,

for any purpose other than a Claim against the Purchaser (including any anticipated or actual litigation) including, but without limitation, for the ascertainment of any sums payable under this Agreement and in relation to any matters arising in connection with the administration of the Vendors (including dealing with any claims by creditors of any Vendor).

10. INTELLECTUAL PROPERTY, NAMES, DOMAIN NAMES AND SOCIAL MEDIA ACCOUNTS

10.1 The Vendors and the Purchaser shall enter into an IP Assignment on Completion to effect the transfer of the Business Intellectual Property, the Name, the Domain Names and the Social Media Accounts from the Vendors to the Purchaser.

- 10.2 The Vendors do not authorise or purport to authorise the Purchaser to use or exploit any Business Intellectual Property, the Name, the Domain Names or the Social Media Accounts before the Purchaser obtains any necessary third party licences, consents and permissions.
- 10.3 The Purchaser will be responsible for all registration, maintenance, renewal fees and other expenses in relation to the assignment, licensing or maintenance of the Business Intellectual Property, the Names, the Domain Names and the Social Media Accounts with effect on and from Completion.
- 10.4 Each Vendor will, as soon as reasonably practicable following Completion and in any event within five (5) Business Days of Completion, make an application to change its name to a name other than the Names (or any name containing the word "Babylon") after Completion and shall notify the Purchaser as soon as reasonably practicable following making such application. Upon the relevant Vendor's change of name the Vendor will have no objection to the Purchaser changing its name to one of the Names or any name containing the word "Babylon", provided that any such use of the Names or any name containing the word "Babylon" by the Purchaser shall be at the sole risk and responsibility of the Purchaser.
- 10.5 The Vendors confirm that they have not transferred, licensed, or charged the Goodwill, Names, Domain Names, Social Media Accounts or any of the other Business Intellectual Property to any third party, or entered into any other third party transaction relating to the Goodwill, Names, Domain Names, Social Media Accounts or any of the other Business Intellectual Property, after the date of appointment of the Administrators.
- 10.6 Notwithstanding Clause 10.4, nothing in this Agreement will prevent any Vendor, the Administrators, or any Subsequent Appointee from realising any other assets of any Vendor (including the Excluded Assets) under its current name, the Name or any previous name or from referring to or using the Vendor's name, the Name or any previous name in the performance of the Administrators' duties.
- 10.7 With effect on and from Completion, the Purchaser will indemnify each of the Vendors and the Administrators against all losses, liabilities, costs, damages and expenses arising after Completion that any Vendor or the Administrators incur or suffer, all claims or proceedings made, brought or threatened in writing against a Vendor and the Administrators by any third party and all losses, liabilities, costs (on a full indemnity basis), damages and expenses incurred or suffered as a result of defending or settling any such actual or threatened claim in writing or proceeding, in each case arising out of or in connection with:
- (a) the Purchaser's failure to comply with this Clause 10 (*Intellectual Property, Names, Domain Names and Social Media Accounts*);
 - (b) any use of the Business Intellectual Property, the Name, the Domain Names and the Social Media Accounts by the Purchaser or with the Purchaser's authorisation on or after Completion without all necessary, or in breach of any, third party licences, consents or permission (including under the Prudential Contract or the TELUS Contract), to the extent that such losses, liabilities, costs, damages and expenses are payable by the Vendors or Administrators as, and constitute, an Administration Expense or give rise to personal liability for the Administrators; and
 - (c) any infringement of any third party intellectual property rights arising through use of the Assets by the Purchaser or with the Purchaser's authorisation on or after Completion, to the extent that such losses, liabilities, costs, damages and expenses are payable by the Vendors or Administrators as, and constitute, an Administration Expense or give rise to personal liability for the Administrators.

SCHEDULE 2

IP ASSIGNMENT

DATED _____ 2023

BABYLON GROUP HOLDINGS LIMITED (IN ADMINISTRATION)

and

BABYLON PARTNERS LIMITED (IN ADMINISTRATION)

and

THE ADMINISTRATORS

and

EMED HEALTHCARE UK, LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED is made on

2023

PARTIES

- (1) **BABYLON GROUP HOLDINGS LIMITED (IN ADMINISTRATION)**, a company incorporated in England and Wales with registered number 14707874 and having its registered address at 1 Knightsbridge Green, London, United Kingdom, SW1X 7QA; and
- (2) **BABYLON PARTNERS LIMITED (IN ADMINISTRATION)**, a company incorporated in England and Wales with registered number 08493276 and having its registered address at 1 Knightsbridge Green, London, United Kingdom, SW1X 7QA,

(together, the “**Assignors**”) acting by the Administrators (defined below) and in each case as agent and without personal liability;
- (3) **ANDREA JAKES** and **MARK GRANVILLE FIRMIN**, both of Alvarez & Marsal Europe LLP, Park House, 16-18 Finsbury Circus, London, EC2M 7EB as joint administrators of the Assignor as agent of the Assignor only and without any personal liability whatsoever (the “**Administrators**”, which shall include their successors in office); and
- (4) **EMED HEALTHCARE UK, LIMITED**, a company incorporated in England and Wales with registered number 15086104 and having its registered address at 100 New Bridge Street, London, United Kingdom, EC4V 6JA (the “**Assignee**”).

BACKGROUND

- (A) By the Main Agreement, each of the Assignors (acting by the Administrators) has agreed to sell to the Assignee their right, title and interest in and to the Assigned Intellectual Property pursuant to the terms of this Deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

- “**Administrators’ Firm**” has the meaning given to it in the Main Agreement.
- “**Assigned Intellectual Property**” means all Intellectual Property owned by the Assignor in or to, or in connection with the Relevant Assets as at the date of this Deed, including the Intellectual Property set out in Schedule 1 of this Deed and all rights in such Intellectual Property.
- “**Completion Date**” has the meaning given to it in the Main Agreement.
- “**Intellectual Property**” has the meaning given to it in the Main Agreement.
- “**Main Agreement**” the sale and purchase agreement dated on or about the date of this Deed entered into between (1) the Assignors; (2) the Assignee; and (3) the Administrators.
- “**Release Date**” has the meaning given to it in the Main Agreement.
- “**Relevant Assets**” means the Business Intellectual Property, the Name, the Domain Names, and the Social Media accounts, each as defined in the Main Agreement.

"Subsequent Appointee" has the meaning given to it in the Main Agreement.

1.2 The construction provisions set out in clauses 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7 of the Main Agreement apply to this Deed as though they were set out in full in this Deed.

1.3 Any capitalised terms used herein but not otherwise defined shall have the meaning set forth in the Main Agreement.

2. ASSIGNMENT

2.1 In consideration of the amount set out in the Main Agreement (receipt of which the Assignors expressly acknowledge), each Assignor (acting by the Administrators) hereby assigns to the Assignee all rights, title and interest as that Assignor has in the Assigned Intellectual Property, together with all goodwill associated therewith, in each case to be held and enjoyed by the Assignee as of the date hereof; and (ii) all of the Assignors' rights to benefits, priority rights, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including all rights to (A) apply for and maintain all applications, registrations, renewals and extensions thereof, (B) sue, claim and recover for past, present and future infringement, misappropriation, or other violations of any Assigned Intellectual Property, and (C) commercialize, exploit, or grant licenses or other interests thereto.

2.2 The parties hereby acknowledge and agree that from the date hereof, the Assignee shall be the exclusive owner of the Assigned Intellectual Property. The parties agree that they will not at any time, directly or indirectly, challenge or assist any person or entity in challenging in any jurisdiction (a) the Assignee's rights, title, and interests in and to the Assigned Intellectual Property or (b) the Assignee's right to use and control the Assigned Intellectual Property.

3. FURTHER ASSURANCE

3.1 Provided that the Release Date has not occurred in respect of an Assignor, the Assignor shall, at the request and reasonable expense of the Assignee, within six (6) months of the Completion Date, use reasonable endeavours to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, necessary and requested by the Assignee in order to ensure that the full benefit of the right, title and interest assigned and transferred to the Assignee under this Deed vests in the Assignee, including:

3.1.1 registration of the Assignee as applicant or registered proprietor of the Assigned Intellectual Property at the relevant national or supra-national intellectual property registry or office; and

3.1.2 completing all required Domain Name and Social Media Account transfer formalities, such as: (i) the provision of online Domain Name and Social Media Account details and passwords to the Assignee; (ii) issuing corresponding transfer codes, sufficient for Assignee to administer the Domain Names and Social Media Assets; (iii) transferring the Domain Names to a domain name registrar account held by the Assignee (upon request of the Assignee); (iv) the selection and completion of relevant change of registrant and change of administrative contact functions, including via registrant name change agreements, to refer to details notified to the Assignors by the Assignee, within such Domain Name and Social Media Accounts; and (v) the provision of email or other online notice or confirmation notifying the relevant registrar of the Domain Name transfer.

4. VARIATION

No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5. SEVERANCE

If any term of this Deed is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Deed and this will not affect the remainder of this Deed which will continue in full force and effect.

6. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.

7. EXCLUSION OF ADMINISTRATORS' LIABILITY

7.1 Each of the parties to this Deed agree that the Administrators, the Administrators' Firm and the Administrators' members, partners, directors, employees, agents, advisers and representatives shall incur no personal liability of any kind under or by virtue of this Deed or in respect of any failure on the part of any Assignor to observe, perform or comply with any such obligations, or under or in relation to any associated arrangements or negotiations, or under any document or assurance made pursuant to this Deed, nor in relation to any related matter or related action, demand, matter or claim whatsoever and wherever arising and whether in tort, contract, restitution or by reference to any other relief, remedy or right, in any jurisdiction or forum.

7.2 The Administrators are party to this Deed solely to obtain the benefit of the exclusions and limitations on liability and undertakings in their favour. The Administrators are agents of each of the Assignors and shall incur no personal liability by reason of acting in that capacity.

7.3 Any right under this Deed that is for the benefit of the Administrators shall also be for the benefit of, and shall be exercisable by, any Subsequent Appointee and so that, as regards such Subsequent Appointee, the relevant clause shall apply mutatis mutandis so that references to the Administrators shall be treated as references to such Subsequent Appointee.

7.4 Nothing in this Deed shall operate to restrict or affect in any way any right of the Administrators to any indemnity, charge, lien or assurance to which by contract or statute the Administrators are entitled.

7.5 Nothing in this Deed shall require the Administrators to do or omit to do anything which would constitute an abuse of their powers and duties.

7.6 The exclusions of liability in this Deed shall arise and continue notwithstanding the termination of the Administrators' agency, whether before or after the signing of this Deed, and shall operate as unconditional waivers of any claims in tort as well as under the law of contract. Such exclusions shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available.

7.7 Any right under this Deed which is for the benefit of the Administrators shall also be for the benefit of, and shall be exercisable by, any subsequent administrator, liquidator or other insolvency practitioner appointed in respect of any Assignor.

7.8 To the extent that the Laws of any relevant jurisdiction either prohibit or limit the effectiveness of the provisions in this Clause 7 (*Exclusion of Administrators' Liability*), the Administrators shall be entitled to benefit from the provisions in this Clause 7 (*Exclusion of Administrators' Liability*) to the fullest extent permitted by the Laws of that relevant jurisdiction.

8. RIGHTS OF THIRD PARTIES

8.1 The parties do not intend that any term of this Deed will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person except as set out in this clause 8 (*Rights of Third Parties*).

8.2 The Administrators' Firm, partners, employees, staff, representatives, or agents may enforce and rely on any provision of this Deed, including Clause 7 (*Exclusion of Administrators' Liability*), to the same extent as if they were a party to this Deed.

9. GOVERNING LAW

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

10. JURISDICTION

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINNING OF IT.

IP ASSIGNMENT — SCHEDULE 1
ASSIGNED INTELLECTUAL PROPERTY

Trade Marks

Owner	Title/description	Reg. #	Jurisdiction
Babylon Partners Ltd	Babylon 360	97068846 (application filed)	US
Babylon Partners Ltd	BABYLON	6039675	US
Babylon Partners Ltd	figurative (heart logo)	6039677	US
Babylon Partners Ltd	BABYLON	1442976	Australia
Babylon Partners Ltd	BABYLON	915003759	Brazil
Babylon Partners Ltd	BABYLON	915003767	Brazil
Babylon Partners Ltd	BABYLON	915003791	Brazil
Babylon Partners Ltd	BABYLON	915003813	Brazil
Babylon Partners Ltd	BABYLON	TMA1146219	Canada
Babylon Partners Ltd	BABYLON	1442976	Switzerland
Babylon Partners Ltd	BABYLON	30348309	China
Babylon Partners Ltd	BABYLON	30348310	China
Babylon Partners Ltd	BABYLON	30348311	China
Babylon Partners Ltd	BABYLON	30348312	China
Babylon Partners Ltd	BABYLON	017662495	European Union Intellectual Property Office
Babylon Partners Ltd	BABYLON	UK00003280763	United Kingdom
Babylon Partners Ltd	BABYLON	UK00917662495	United Kingdom
Babylon Partners Ltd	BABYLON	304585807	Hong Kong
Babylon Partners Ltd	BABYLON	1442976	Indonesia
Babylon Partners Ltd	BABYLON	1442976	India
Babylon Partners Ltd	BABYLON	1442976	Madrid Protocol (TM)
Babylon Partners Ltd	BABYLON	1442976	Iceland

Owner	Title/description	Reg. #	Jurisdiction
Babylon Partners Ltd	BABYLON	1442976	Cambodia
Babylon Partners Ltd	BABYLON	2018008863	Malaysia
Babylon Partners Ltd	BABYLON	2018008864	Malaysia
Babylon Partners Ltd	BABYLON	2018008865	Malaysia
Babylon Partners Ltd	BABYLON	2018008866	Malaysia
Babylon Partners Ltd	BABYLON	1442976	Norway
Babylon Partners Ltd	BABYLON	1110975	New Zealand
Babylon Partners Ltd	BABYLON	21747	Peru
Babylon Partners Ltd	BABYLON	1442976	Philippines
Babylon Partners Ltd	BABYLON	1442976	Russian Federation
Babylon Partners Ltd	BABYLON	1440013942 172922	Saudi Arabia
Babylon Partners Ltd	BABYLON	1440013944 172916	Saudi Arabia
Babylon Partners Ltd	BABYLON	1440013948 172930	Saudi Arabia
Babylon Partners Ltd	BABYLON	1440013955 172918	Saudi Arabia
Babylon Partners Ltd	BABYLON	1442976	Singapore
Babylon Partners Ltd	BABYLON	02000035	Taiwan
Babylon Partners Ltd	BABYLON	1442976	Vietnam
Babylon Partners Ltd	figurative (heart logo)	TMA1155720	Canada
Babylon Partners Ltd	figurative (heart logo)	30348313	China
Babylon Partners Ltd	figurative (heart logo)	30348315	China
Babylon Partners Ltd	figurative (heart logo)	017887985	European Union Intellectual Property Office
Babylon Partners Ltd	figurative (heart logo)	UK00003360215	United Kingdom
Babylon Partners Ltd	figurative (heart logo)	UK00917887985	United Kingdom
Babylon Partners Ltd	figurative (heart logo)	304694374AA	Hong Kong
Babylon Partners Ltd	figurative (heart logo) (series of 2)	304694374AB	Hong Kong

Owner	Title/description	Reg. #	Jurisdiction
Babylon Partners Ltd	figurative (heart logo)	1450286	Indonesia
Babylon Partners Ltd	figurative (heart logo)	1450286	India
Babylon Partners Ltd	figurative (heart logo)	1450286	Madrid Protocol (TM)
Babylon Partners Ltd	figurative (heart logo)	1450286	Iceland
Babylon Partners Ltd	figurative (heart logo)	1450286	Laos
Babylon Partners Ltd	figurative (heart logo)	2018012590	Malaysia
Babylon Partners Ltd	figurative (heart logo)	2018012591	Malaysia
Babylon Partners Ltd	figurative (heart logo)	2018012592	Malaysia
Babylon Partners Ltd	figurative (heart logo)	2018012593	Malaysia
Babylon Partners Ltd	figurative (heart logo)	1450286	Norway
Babylon Partners Ltd	figurative (heart logo)	1450286	Philippines
Babylon Partners Ltd	figurative (heart logo)	1440013957 172934	Saudi Arabia
Babylon Partners Ltd	figurative (heart logo)	1440013958 172939	Saudi Arabia
Babylon Partners Ltd	figurative (heart logo)	1440013959 172933	Saudi Arabia
Babylon Partners Ltd	figurative (heart logo)	1440013963 172935	Saudi Arabia
Babylon Partners Ltd	figurative (heart logo)	1450286	Singapore
Babylon Partners Ltd	figurative (heart logo)	02006367	Taiwan
Babylon Partners Ltd	BABYLON GP AT HAND	017978565	European Union Intellectual Property Office
Babylon Partners Ltd	BABYLON GP AT HAND (Figurative)	17978569	European Union Intellectual Property Office
Babylon Partners Ltd	BABYLON GP AT HAND	UK00003349830	United Kingdom
Babylon Partners Ltd	BABYLON GP AT HAND (& Heart device)	UK00003349846	United Kingdom
Babylon Partners Ltd	BABYLON GP AT HAND	UK00917978565	United Kingdom
Babylon Partners Ltd	BABYLON GP AT HAND (Figurative)	UK00917978569	United Kingdom
Babylon Partners Ltd	HEART logo and BABYLON	35402183	China

Owner	Title/description	Reg. #	Jurisdiction
Babylon Partners Ltd	HEART logo and BABYLON	35402185	China
Babylon Partners Ltd	SENTIMOTO	017168253	European Union Intellectual Property Office
Babylon Partners Ltd	SENTIMOTO	UK00917168253	United Kingdom
Babylon Partners Ltd	MY KIN	UK00003258998	United Kingdom
Babylon Partners Ltd	CareBot/Care Bot (Series of 2)	UK00003197363	United Kingdom
Babylon Partners Ltd	SALTO	UK00003278478	United Kingdom
Babylon Partners Ltd	BABYLON CLOUD SERVICES	018545835	European Union Intellectual Property Office
Babylon Partners Ltd	BABYLON CLOUD SERVICES	UK00003687257	United Kingdom
Babylon Partners Ltd	Babylon 360	UK00003708735	United Kingdom
Babylon Partners Ltd	BABYLON (Stylised)	012571667	European Union Intellectual Property Office
Babylon Partners Ltd	BABYLON (Stylised)	UK00912571667	United Kingdom
Babylon Partners Ltd	GP at hand powered by babylon (Stylised)	UK00003255227	United Kingdom
Babylon Partners Ltd	ASK A&E (Stylised) (Series of 3)	UK00003436947	United Kingdom
Babylon Partners Ltd	BABYLON (Under examination)	2018/19148	South Africa
Babylon Partners Ltd	BABYLON (Application filed)	2018/19149	South Africa
Babylon Partners Ltd	BABYLON (Under examination)	2018/19150	South Africa
Babylon Partners Ltd	BABYLON (Under examination)	2018/19151	South Africa
Babylon Partners Ltd	figurative (heart logo) (Refused (Provisional))	1450286	Thailand
Babylon Partners Ltd	figurative (heart logo) (Refused (Provisional))	1450286	Vietnam
Babylon Partners Ltd	BABYLON CLOUD SERVICES (Application filed)	2130632	Canada
Babylon Partners Ltd	BABYLON CLOUD SERVICES	97011517	US

Owner	Title/description	Reg. #	Jurisdiction
	(Abandoned)		
Babylon Partners Ltd	Babylon 360 (Application filed)	2139363	Canada
Babylon Partners Ltd	Smarter Care, Better Health (Abandoned)	97068844	US

Patents

Owner	Title/description	Registration number	Details	Country
Babylon Partners Limited	Sleep activity detection method and apparatus	2573261		UK
Babylon Partners Limited	A Computer Implemented Determination Method	18812062.0		European Patent Office
Babylon Partners Limited	Voice activity detection method and apparatus	3526792		European Patent Office
Babylon Partners Limited	Voice activity detection method and apparatus	3526792B1		Great Britain
Babylon Partners Limited	Voice activity detection method and apparatus	3526792B1		Macedonia
Babylon Partners Limited	Voice activity detection method and apparatus	3526792B1		Malta
Babylon Partners Limited	Voice activity detection method and apparatus	3526792B1		Turkey
Babylon Partners Limited	Causal reasoning and counterfactual probabilistic programming framework using approximate inference	GB2019014903		Great Britain
Babylon Partners Limited	A Computer Implemented Determination Method	11348022B2	Stand Alone Discriminative Model	US
Babylon Partners Limited	Computer Implemented Determination Method and System	11328215B2		US
Babylon Partners Limited	Device and Method for Natural Language Processing	10628529B2	Fuzzy Set Similarity (FUSS)	US
Babylon Partners Limited	Computer Implemented Method for Extracting and Reasoning with Meaning from Text	10846288B2	Concept Breaker/Reasoner	US

Owner	Title/description	Registration number	Details	Country
Babylon Partners Limited	A Method and System of Combining Knowledge Bases	11042531B2	AI0002	US
Babylon Partners Limited	Method and System for Extracting Information from Graphs	10599686B1		US
Babylon Partners Limited	Method and System for Extracting Information from Graphs	10824949B2	PN830171USA – RGAT – Training	US
Babylon Partners Limited	Method and System for Extracting Information from Graphs	10824653B2	PN830171USB – RGAT –Molecular	US
Babylon Partners Limited	Method and System for Extracting Information from Graphs	11321363B2	PN830171USC – RGAT – Natural language	US
Babylon Partners Limited	Flexible-Response Dialogue System Through Analysis of Semantic Textual Similarity	10586532B1	Flexible Response Chatbot	US
Babylon Partners Limited	System for Extracting Semantic Triples for Building a Knowledge Base	11182682B2	TBC	US
Babylon Partners Limited	Generating a probabilistic graphical model with causal information	11017572B2	Leveraging directed Causal Discovery	US
Babylon Partners Limited	Counterfactual Measure for Medical Diagnosis	11017905B2	Counterfactual Diagnosis	US
Babylon Partners Limited	Counterfactual Measure for Medical Diagnosis	11379747B1	Counterfactual Diagnosis	US
Babylon Partners Limited	Semantic Graph Traversal for Recognition of Inferred Clauses within Natural Language Inputs	10592610B1	Semantic Graph Traversal	US
Babylon Partners Limited	Dialogue Flow Using Semantic Simplexes	11145414B2	Structured VOI	US
Babylon Partners Limited	SYSTEM AND METHOD FOR ENABLING INTEROPERABILITY BETWEEN A FIRST KNOWLEDGE BASE AND A SECOND KNOWLEDGE BASE	11113300B2	Interoperability of coding systems	US
Babylon Partners Limited	SYSTEM AND METHOD FOR ENABLING INTEROPERABILITY BETWEEN A FIRST KNOWLEDGE BASE AND A SECOND KNOWLEDGE BASE	10956443B2	Interoperability of coding systems	US

Owner	Title/description	Registration number	Details	Country
Babylon Partners Limited	A System and Method for Generating a Graphical Model	10706104B1		US
Babylon Partners Limited	A system and method for generating a graphical model	EP2020187789		US
Babylon Partners Limited	Producing a Multidimensional Space Data Structure to Perform Survival Analysis	US16/152093	Causal Inference for SA	US
Babylon Partners Limited	Context Aware Machine Learning Models for Prediction	US17/016735	Medical Embeddings	US
Babylon Partners Limited	Causal Reasoning and Counterfactual Probabilistic Programming Framework Using Approximate Inference	US16/944512		US
Babylon Partners Limited	Real Time Transcript Summarisation	US17/524999		US
Babylon Partners Limited	Automatic Text Summarisation Post-processing for Removal of Erroneous Sentences	US17/592593		US
Babylon Partners Limited	Voice activity detection method and apparatus	3526792B1		Great Britain
Babylon Partners Limited	Voice activity detection method and apparatus	3526792B1		Macedonia
Babylon Partners Limited	Voice activity detection method and apparatus	3526792B1		Malta
Babylon Partners Limited	Voice activity detection method and apparatus	3526792B1		Turkey
Babylon Partners Limited	Causal reasoning and counterfactual probabilistic programming framework using approximate inference	GB2019014903		Great Britain
Babylon Partners Limited	Automatic Text Summarisation Post-processing for Removal of Erroneous Sentences	US17/592593		US
Babylon Partners Limited	Method and system for extracting information from graphs	US16/144652		US
Babylon Partners Limited	Device and method for natural language processing through statistical model comparison	10482183B1		US
Babylon Partners Limited	System for extracting semantic triples for building a knowledge base	10482384B1		US

Owner	Title/description	Registration number	Details	Country
Babylon Partners Limited	Semantic graph traversal for recognition of inferred clauses within natural language inputs	10387575B1		US
Babylon Partners Limited	Syntactic graph traversal for recognition of inferred clauses within natural language inputs	10460028B1		US
Babylon Partners Limited	A system and method for generating a graphical model	EP2020187789		EPO







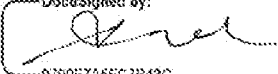
SIGNATURE PAGES

This Agreement has been entered into on the date stated at the beginning of it.

The Vendors

Signed for and on behalf of **BABYLON
GROUP HOLDINGS LIMITED (IN
ADMINISTRATION)**

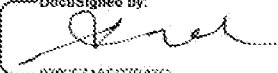
Acting by Andrea Jakes, one of its
Administrators, as agent and without incurring
personal liability

DocuSigned by:

073987A55FC7B43C
Signature

Andrea Jakes
Name of signatory (print)

Signed for and on behalf of **BABYLON
PARTNERS LIMITED (IN
ADMINISTRATION)**

Acting by Andrea Jakes, one of its
Administrators, as agent and without incurring
personal liability

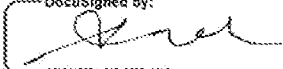
DocuSigned by:

073987A55FC7B43C
Signature

Andrea Jakes
Name of signatory (print)

The Administrators

Signed for and on behalf of the
ADMINISTRATORS

By Andrea Jakes as Administrator on their
own behalf and on behalf of the
Administrators without personal liability:

DocuSigned by:

Signature

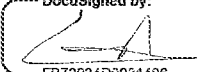
Andrea Jakes

Name of signatory (print)

The Purchaser

Signed for and on behalf of **EMED
HEALTHCARE UK, LIMITED**

By Charles Howard

DocuSigned by:

80F2941E83B94F5...
Signature

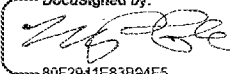
Charles Howard

.....
Name of signatory (print)

The Guarantor

Signed for and on behalf of **EMED, LLC**

By Michael Cole

DocuSigned by:

80F2941E83B94F5...
Signature

Michael P Cole

.....
Name of signatory (print)