

Terms and Conditions

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In the absence of a valid and signed Supply of Services Agreement (“SLA”), the following terms and conditions will apply to any and all Services we provide to you.

1. Definitions and interpretation

1.1. In these terms and conditions of business (“**Conditions**”), the following words and phrases have the following meanings; “**Contract**” means the contract between us and you for the supply of Services, set out in the Order, and our Quotation, which shall be subject to and shall incorporate these Conditions; “**Confidential Information**” means in relation to either party, any information of a confidential or proprietary nature (whether or not stated to be confidential or marked as such) which that party (the “**Disclosing Party**”) discloses, directly or indirectly, to the other party (the “**Receiving Party**”), or which the Receiving Party obtains from any information disclosed to it by the Disclosing Party, whether orally or in writing or by any other means, under or in connection with these Conditions or the Contract and in the case of us as the Disclosing Party shall include these Conditions and our Quotation; “**Deliverables**” means all documents, items, plans, products, goods and materials supplied by us, including any methodologies, ideas, designs, computer programs, data, disks, tapes, and reports, in whatever form, which are developed, created, written, prepared, devised or discovered by us or our agents, sub-contractors, consultants and employees in relation to the Services; “**Equipment**” means any equipment, systems, tools, cabling, items, materials or facilities requested or used directly or indirectly in the supply of the Services, by us;

“**Intellectual Property Rights**” means any rights to inventions, patents, utility models, copyright and neighbouring and related rights, registered designs, unregistered design rights, trade marks, trade names, domain names, design rights, designs, service marks, database rights, topography rights, rights in get-up, rights in goodwill or to sue for passing off, rights to use and protect the confidentiality of confidential information (including know-how) and any other rights of a similar nature or other industrial or intellectual property rights in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of, and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future; “**Order**” means your order for the Services specified in the Order, subject to these Conditions and the applicable Quotation, whether on our order form or otherwise; “**Quotation**” means our price list or other written quotation, issued to you in response to an enquiry, setting out the services we provide and their respective service charges; “**Services**” means the services ordered by and referred to in the Order; “**Service Charges**” means the charges for the Services; “**We**”, “**us**” and “**our**” refer to Cyted UK Ltd, a company registered in England and Wales with company number 10360685; “**You**” and “**yours**” refer to the person, corporate body or legal entity who submits an Orders for the Services.

1.2. A reference to legislation or a legislative provision: (a) is a reference to it as amended, extended or re-enacted from time to time; and (b) shall include all subordinate legislation made from time to time.

1.3. Any words following the terms “including”, “include”, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4. A reference to writing or written includes email.

2. Our Contract

2.1. Your Order constitutes an offer by you to purchase the Services in accordance with these Conditions, and the applicable Quotation.

2.2. Your order shall only be deemed as accepted by us when we notify you (whether by email or orally) of our acceptance of the whole or such part of

your Order, at which point and on which date, the Contract shall come into existence for the accepted part of the Order.

2.3. These Conditions apply to and are incorporated into the Contract to the exclusion of any other terms that you seek to impose or incorporate (including any terms set out on the Order except in relation to Services Ordered), or which are implied by law, trade custom, practice or course of dealing.

2.4. Our Quotation shall not constitute an offer. Where we provide: (a) a bespoke Quotation or for a specific request for services, such Quotation is only valid for 30 days from the date of issue; (b) our standard price list Quotation, this shall be valid until a new price list Quotation is issued, in each case unless we withdraw it earlier, which we may do by writing to you.

2.5. Where you cancel an Order (in whole or in part) after a Contract has come into existence, you will reimburse us on written demand for any losses, costs, damages or expenses we sustain or incur arising directly or indirectly from the performance of any Services and/or such cancellation.

3. Supply of Services

3.1. We will perform the Services with reasonable care and skill, in accordance with: (a) generally recognised commercial practices and standards in England and all laws and regulations, in each case that are applicable to our performance of the Services in England, including all English laws and regulations related to (i) anti-bribery and corruption, and (ii) data protection.

3.2. We shall use reasonable endeavours to meet any performance dates or timelines specified in the Quotation, Order or these Conditions, but any such dates shall be estimates only and are provided for illustrative purposes. Time shall not be of the essence for performance of the Services.

3.3. We reserve the right to amend our Services and any descriptions of our Services if required to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services. We will notify you if we make any material changes to the Services.

4. Your obligations

4.1. You must: (a) ensure that the terms of your Order are complete and accurate; (b) co-operate with us in all matters relating to the Services; (c) provide us with, in a

timely manner, any materials and information ("**Your Materials**") as we may reasonably require from time to time and you shall ensure that Your Materials are complete and accurate in all material respects; (c) obtain and maintain all necessary licences, permissions and consents before the date on which the Services are to start including as required to allow you to provide Your Materials to us and for us to provide the Services to you, and comply with all relevant laws and regulations in relation to the Services and these Conditions.

5. Defective services

5.1. We shall notify you promptly after becoming aware of: (a) any delays or problems from time to time in the provision of the Services; (b) any circumstances may prevent us from providing the Services in accordance with our Contract and (where practicable) recommendations as to how such circumstances can be avoided; and (c) any complaint (whether written or not) or other matter which comes to our attention and which we reasonably believes may give rise to any loss by or claim against the you or which may result in any adverse publicity for you.

5.2. You shall, without limiting any right or remedy of ours, report to us any defects in our performance of the Services as soon as reasonably practicable after you become aware of any such defects.

5.3. Where you report any defect in the provision of the Services to us or otherwise such defect comes to our attention, we shall, without limiting any other right or remedy you have, use reasonable endeavours to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable.

6. Charges, payments, and time records

6.1. In consideration of the provision of the Services by us, you shall pay the relevant Service Charges, calculated in accordance with our Quotation.

6.2. All Service Charges quoted to you are exclusive of any amounts in respect of value added or other sales tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made by us to you, you shall, on receipt of a valid VAT invoice, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.3. Unless we agree otherwise, we will invoice you for the relevant Service Charges and you will be required to pay such Service Charges before we start to perform the Services.

6.4. However, if we agree payment is not required before we perform the Services then we will be entitled to invoice you in accordance with any agreed payment schedule.

6.5. You shall pay each invoice submitted by us, in full and in cleared funds, within 30 days of receipt (the "**Due Date**") to the bank details specified on the invoice or otherwise notified to you in writing. Time for payment shall be of the essence of the Contract.

6.6. Without prejudice to any other right or remedy that we may have, if the you fail to pay the relevant Service Charges to us by the Due Date: (a) you shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate at the relevant time, but at 4% per annum for any period when that base rate is below 0%. Such interest will accrue on a daily basis from the Due Date until actual payment of the overdue amount, whether before or after judgment. We shall be entitled to elect to charge statutory interest instead of interest pursuant to this Clause 6.6(a). You shall pay the relevant interest together with the overdue amount; and (b) we may suspend any and all Services until payment of the overdue amount plus interest has been made in full.

6.7. Notwithstanding any other provision of these Conditions or the Contract, all sums payable to us under the Contract shall become due immediately upon termination of the Contract for any reason.

6.8. All amounts due under the Contract shall be paid in full without any deduction, credit, set-off, counterclaim or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual property

7.1. As between you and us, all Intellectual Property Rights in or arising out of or in connection with the Services (other than any Intellectual Property Rights in Your Materials) shall be owned solely by us. We reserve the right to take such action as may be appropriate to protect or enforce such Intellectual Property Rights.

7.2. We hereby (i) license all such Intellectual Property Rights to you free of charge and on a non-exclusive, worldwide basis solely to such extent as is necessary to enable you to make reasonable use of the Deliverables; and (ii) grant you the right

to use our Laboratory Information Management System to access, view, and download the Deliverables, in each case for the purpose of receiving and using the Services and Deliverables solely for your internal business purposes.

7.3. You shall not sub-licence, assign or otherwise transfer the rights granted pursuant to Clause 7.2.

7.4. If the Contract is terminated whilst Services are being provided under an active Order, the licence pursuant to Clause 7.2(ii) will automatically terminate.

7.5. You hereby grant to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify Your Materials for the term of the Contract for the purpose of providing the Services and Deliverables to you, or otherwise to the extent required for us to comply with our obligations or exercise our rights under the Contract.

8. Indemnity

8.1. You shall indemnify us, our affiliates, and our respective directors, officers, employees, contractors and advisors ("**Our Indemnitees**") against any damages, liabilities, losses, costs and expenses (of whatever nature) suffered or incurred by Our Indemnitees in connection with any claim brought by a third party against one or more of Our Indemnitees arising out of: (a) any claim that Our Indemnitees' use of Your Materials in accordance with the Contract infringes the Intellectual Property Rights of any third party; (b) your respective directors', officers', employees', contractors' and advisors' ("**Your Personnel**") exploitation of the Deliverables; and (ii) your negligence and/or wilful misconduct.

9. Liability and insurance

9.1. Notwithstanding any other term of the Contract, if our performance of any of our obligations under the Contract is prevented, delayed or hindered by any act or omission by you, your agents, contractors, consultants, employees or representation, or failure or delay by you in performing your obligations ("**Your Default**"), without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy Your Default and we shall be relieved from the performance of any of its obligations, in each case to the extent affected by Your Default. We shall not be liable for any costs, charges or losses sustained or incurred by you or Your Personnel arising directly or indirectly from

failure or delay to perform any affected obligations; and you shall reimburse us on written demand for any losses, costs, damages or expenses we sustain or incur arising directly or indirectly from Your Default.

9.2. We shall conduct an investigation of the delay and shall report our findings to you. Following such report, we and you shall discuss in good faith the issue and appropriate remedial actions with due consideration to the findings of the investigation and your obligations under Clause 4.

9.3. Nothing in the Contract limits or excludes either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (d) any other liability which cannot be limited or excluded by applicable law.

9.4. Subject to Clause 8 (Indemnity) and Clause 9.3, neither party shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; (f) loss of use or corruption of software, data or information; (g) any indirect or consequential loss.

9.5. Subject to Clauses 9.3 and 9.4, our total aggregate liability for any and all other loss or damage in respect of any one event or series of connected events shall not exceed the lower of: (a) 200% of the Service Charges paid or payable by you in the twelve months preceding the event giving rise to such loss or damage; and (b) one hundred thousand pounds (£100,000).

9.6. The terms implied by sections 3 to 5 (inclusive) of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.7. Nothing in this Clause 9 shall limit your payment obligation under the Contract.

9.8. Under the Contract, each party shall maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective Representatives, in connection with the Contract and shall, on the other party's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

9.9. Clauses 9.1, to 9.7 (inclusive) shall survive termination or expiry of the Contract for any reason.

10. Confidentiality

10.1. Each Receiving Party will only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under the Contract or these Conditions and will not cause or allow such information to be disclosed except as expressly permitted by the Contract or these Conditions. The Receiving Party will keep the Confidential Information of the Disclosing Party secret and confidential at all times and will take all proper and reasonable measures to ensure the confidentiality of the Confidential Information of the Disclosing Party, including applying the same security measures and degree of care to such Confidential Information as the Receiving Party applies to its own confidential information.

10.2. The Receiving Party shall not be in breach of its obligations under this Clause 10 to the extent it is required by law, court order or any governmental or regulatory body to disclose such Confidential Information of the Disclosing Party, provided that, before making such a disclosure, the Receiving Party shall, in each case to the extent it is legally permitted to do so: (a) inform the Disclosing Party of the proposed disclosure as soon as possible, and if possible before the court or other public body orders the disclosure; (b) take into account the Disclosing Party's reasonable requests in relation to such disclosure; (c) ask the court or other public body to treat such Confidential Information as confidential and take all reasonable measures to ensure, as far as it is possible to do so, the continued confidential treatment of any Confidential Information of the Disclosing Party; (d) disclose only the minimum amount of Confidential Information of the Disclosing Party necessary to comply with the requirement; and (e) permit the Disclosing Party to make representations to the court or other public body in respect of the disclosure and/or confidential treatment of such Confidential Information.

10.3. The Receiving Party shall permit access to the Confidential Information of the Disclosing Party only to any of its employees, officers, sub-contractors, representatives or advisers ("**Representatives**") who need to know the information in order to discharge its obligations or exercise its rights under the Contract or these Conditions and agree

only to use the Confidential Information for that purpose and not to cause or allow disclosure of that Confidential Information. The Receiving Party shall ensure that all of its Representatives who have access to the Confidential Information of the Disclosing Party comply with the provisions of this Clause 10. The Receiving Party shall be liable to the Disclosing Party for any acts or omissions of any person to whom the Receiving Party has disclosed the Confidential Information of the Disclosing Party, that would, if effected by the Receiving Party, constitute a breach of the Contract or these Conditions.

10.4. The Receiving Party's obligations under this Clause 10 shall not apply to any Confidential Information of the Disclosing Party that the Receiving Party can prove by means of reasonable written evidence: (a) has become generally available to the public (other than as a result of disclosure in breach of the Contract or these Conditions by the Receiving Party or any of its Representatives); (b) was available or known to it on a non-confidential basis before being disclosed under the Contract or these Conditions; or (c) was developed by or for it independently of this Contract or these Conditions by any of the Receiving Party's Representatives who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information of the Disclosing Party (but excluding the Deliverables).

10.5. This Clause 10 shall survive termination or expiry of the Contract for any reason.

11. Data protection

11.1. Each party shall comply with its respective obligations set out in our Data Protection Agreement as amended from time to time and as available at: Schedule 1 (below).

12. Circumstances beyond the control of either party

12.1. Neither party shall be in breach nor liable for any failure or delay in performing any of its obligations under the Contract where such failure or delay results from any cause, circumstances or events beyond its reasonable control ("**Force Majeure**").

12.2. Force Majeure shall: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic (including COVID-19), civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including

imposing an export or import restriction, quota or prohibition.

12.3. The party affected by the Force Majeure shall use all reasonable endeavours to mitigate the effect of the Force Majeure upon the performance of its obligations.

12.4. If the delay continues for a period of 90 days, either party may terminate or cancel any affected Services.

13. Termination

13.1. Without affecting any other right or remedy available to it, either party may terminate the Contract immediately by giving written notice to the other party if that other party: (a) does not pay any sum due by it under the Contract by the Due Date; (b) commits a material breach of the terms of the Contract which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied; (c) persistently breaches any term of the Contract; (d) is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due; (e) is a company over any of whose assets or property a receiver is appointed; (f) makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986); (g) goes into liquidation; or (h) undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

14. Consequences of termination

14.1. On termination or expiry of the Contract: (a) you shall immediately pay us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; (b) you shall, within a reasonable time, return any relevant materials remaining the property of ours (including any Deliverables that have not been fully paid for). Until they have been returned or repossessed, you shall be solely responsible for their safe keeping.

14.2. Termination or expiry of the Contract shall not affect any rights,

remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3. Other than as set out in the Contract, neither party shall have any further obligation to the other under the Contract after its termination.

14.4. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. Miscellaneous

15.1. The Contract contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Contract. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15.2. Neither party may assign, transfer or sub-contract to any third party the benefit and/or burden of the Contract without the prior written consent (not to be unreasonably withheld) of the other party. Notwithstanding the foregoing, nothing in the Contract shall restrict us from sub-contracting any part of the Contract or Services to our subsidiaries or holding companies from time to time, and any subsidiary from time to time of our holding company.

15.3. No variation of the Contract will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.

15.4. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Contract and no third party has any right to enforce or rely on any provision of the Contract.

15.5. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

15.6. If any court or competent authority finds that any provision (or part) of the Contract is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract will not be affected. If any provision or part-provision of the Contract deleted under this Clause 15.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.7. Unless specifically provided by the parties, nothing in the Contract will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the Contract authorise any party to enter into any commitments for or on behalf of the other party.

15.8. Any notice (other than in legal proceedings) to be delivered under the Contract must be in writing and delivered by pre-paid first-class post to or left by hand delivery at the other party's registered address or place of business, or sent by email to the other party's main business email address as notified to the sending party. Notices: (a) sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second business day and, where posted from or to addresses outside the United Kingdom, on the tenth business day, following the date of posting; (b) delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and (c) sent by email will be deemed to have been received on the next business day after sending.

16. Governing law and jurisdiction

16.1. This Contract shall be governed by and interpreted according to the law of England and all disputes arising under the Contract (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.

SCHEDULE 1: DATA PROTECTION

PART A

1. FOR THE PURPOSES OF THIS SCHEDULE:

1.1 Data Protection Laws means any applicable law relating to the processing of Personal Data, as applicable to either party or the Services, including: (a) the GDPR; (b) any laws which implement or supplement such laws; (c) any laws that replace, extend, re-enact, consolidate or amend any of the laws stated in (i) and (ii) above; (d) all guidance, codes of practice and codes of conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (whether legally binding or not).

1.2 GDPR means the EU Regulation 2016/679 and the GDPR in such form incorporated into the UK and the UK Data Protection Act 2018;

1.3 Protected Data means Personal Data received from or on behalf of the Customer, or obtained in connection with the performance of the Supplier's obligations under the Agreement; and

1.4 Sub-processor means any agent, subcontractor or any other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data.

1.5 The terms "Controller", "Data Subject", "International Organisation", "Member State", "Personal Data", "Personal Data Breach", "Processor", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR.

2. COMPLIANCE WITH DATA PROTECTION LAWS

2.1 The parties agree that the Customer is a Controller and the Supplier is a Processor for the processing of Protected Data pursuant to this Agreement.

2.2 The Supplier shall, and shall ensure its Sub-Processors and each of the Supplier personnel shall comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services.

2.3 Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

3. INDEMNITY

3.1 Each party shall be liable for and shall indemnify (and keep indemnified) the other against all actions, proceedings, liabilities, costs, claims, losses, expenses, compensation paid to Data Subjects and other reasonable professional costs and expenses suffered or incurred by the indemnified party arising out of or in connection with any breach of the Data

Protection Laws by the indemnifying party, its employees or agents.

4. INSTRUCTIONS

4.1 The Supplier shall only process (and shall ensure Supplier personnel only process) the Protected Data in accordance with Section 1 of Part B of this Schedule and the Customer's written instructions. The Supplier will immediately inform the Customer if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

5. SECURITY

5.1 The Supplier shall implement appropriate technical and organisational measures to protect the Protected Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. The technical and organisational security measures which the Supplier shall have in place are set out in Part B to this Schedule.

6. SUB-PROCESSING

6.1 The Supplier will not permit any processing of Protected Data by any third party (except Supplier personnel that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written permission of the Customer, except (i) as specifically stated in this Schedule, or (ii) where such processing is required by any applicable law, regulation or public authority.

6.2 The Supplier shall prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written agreement containing data protection obligations that provide at least the same level of protection for Protected Data as those in this Schedule.

6.3 The Supplier shall remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor and each of the Supplier Personnel as if they were its own.

6.4 Where a Sub-processor is engaged by the Supplier, the Supplier shall: (a) carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for Protected Data required by this Schedule; (b) remain liable for any breach of this Schedule caused by a Sub-processor; and (c) provide relevant details and a copy of each agreement with a Sub-Processor to the Customer on request.

7. ASSISTANCE

7.1 The Supplier shall, taking into account the nature of the processing, provide reasonable assistance to the Customer insofar as this is possible, to

enable the Customer to respond to requests from a data subject seeking to exercise their rights under Data Protection Laws. In the event that such request is made directly to the Supplier, the Supplier shall promptly inform the Customer of the same.

7.2 The Supplier shall to the extent required by Data Protection Laws, taking into account the nature of the processing and the information available to the Supplier, provide the Customer with commercially reasonable assistance with data protection impact assessments (as such term is defined in Data Protection Laws) or prior consultations with data protection authorities that the Customer is required to carry out under Data Protection Laws.

8. DATA SUBJECT REQUESTS

8.1 The Supplier will record and refer all requests and communications received from Data Subjects or any

8.2 Supervisory Authority to the Customer which relate (or which may relate) to any Protected Data promptly (and in any event within three days of receipt) and will not respond to any without the Customer's express written approval and strictly in accordance with the Customer's instructions unless and to the extent required by law.

9. INTERNATIONAL TRANSFERS

9.1 The Supplier will not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the UK or EEA or to any International Organisation without the prior written consent of the Customer.

10. AUDITS AND RECORDS

10.1 The Supplier will, in accordance with Data Protection Laws, make available to the Customer such information in the Supplier's possession or control as the Customer may reasonably request with a view to demonstrating the Supplier's compliance with the obligations of data processors under Data Protection Laws in relation to its processing of Protected Data.

10.2 The Customer may exercise its right to audit under Data Protection Laws through the Supplier providing: (a) an audit report not older than 18 months by an independent external auditor demonstrating that the Supplier's technical and organisational measures are in accordance with the Supplier's industry audit standard; and (b) additional information in the Supplier's possession or control to a Supervisory Authority when it requests or requires additional information in relation to the data processing activities carried out by the Supplier under this Schedule.

11. BREACH

11.1 The Supplier shall promptly (and in any event within 24 hours) notify the Customer if it (or any of its Sub-Processors or the Supplier Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.

11.2 The Supplier shall promptly (and in any event within 24 hours) provide all information as the Customer requires to report the circumstances referred to in paragraph 19 (above) to a

Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

12. RETURN/DELETION OF PROTECTED DATA

12.1 Upon termination or expiry of the Agreement, the Supplier shall at the Customer's election, promptly (and in any event, within 30 days of the expiry of the Agreement) delete or return to the Customer the Protected Data (including existing copies) in the Supplier's possession by secure file transfer, save to the extent that the Supplier is required by any applicable law to retain some or all of the Protected Data.

12.2 The Supplier will provide written certification to the Customer that it has fully complied with the section above within 30 days of the expiry of the Agreement.

13. SURVIVAL

13.1 This Schedule shall survive termination or expiry of the Agreement for any reason.

PART B

SECTION 1 - DATA PROCESSING

Processing of the Protected Data by the Supplier under this Schedule shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of Part B.

1. Subject-matter of processing:

The Supplier's provision of the Services and any related technical support to the Customer.

2. Duration of the processing:

The term plus the period from expiry of the term until return/deletion of all Protected Data by the Supplier in accordance with this Schedule.

3. Nature and purpose of the processing:

The Supplier will Process Protected Data for the purpose of providing the Services and any related technical support to the Customer in accordance with this Schedule.

4. Type of Personal Data:

4.1 Any personal information relating to customer or its Affiliates' patients, customers, employees, business contacts, or vendors.

4.2 Any name, address, telephone or fax numbers, e-mail address, birth date, social security number, account number, credit card number, individually identifiable health information, identification number, medical record or serial number, user name or

credential, online identifier (e.g. IP address, cookie identifier or unique device identifier), photograph, biometric data, location data, or audio file.

4.3 Any data specific to a Data Subject's physical, physiological, genetic, mental, economic, cultural, or social identity or preferences; and/or (iv) any other data identified as personally identifiable information under Data Protection Laws.

5. Categories of Data Subjects:

5.1 Protected Data will concern the following categories of Data Subjects:

(a) Data Subjects about whom the Supplier collects Protected Data in its provision of the Services; and/or

(b) Data Subjects about whom Protected Data is transferred to the Supplier in connection with the Services by, at the direction of, or on behalf of Customer.

SECTION 2 - MINIMUM TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

Without prejudice to its other obligations, the Supplier shall implement appropriate technical and organisational measures to ensure an appropriate level of security for Personal Data. The Supplier shall provide the Customer with details of all such technical and organisational measures on reasonable written notice from the Customer.