

# CUSTOMER AGREEMENT

This CUSTOMER AGREEMENT (the “Agreement”) is dated 17/04/2023 and made between:

- (1) **Qbtech Ltd, Reg. No. 07344738 VAT No 109162434** a limited liability company incorporated under the laws of the United Kingdom (“Qbtech”); and
- (2) **Sussex Partnership NHS Foundation Trust** having its registered office at Swandean, Arundel Road, Worthing BN13 3EP (“Customer”).

Each of Qbtech and the Customer is hereinafter referred to as a “Party” and jointly as the “Parties”.

## BACKGROUND

- A. The Qbtech system QbTest offers an objective method for measuring the three core signs of ADHD – hyperactivity, inattention and impulsivity – in children, adolescents and adults. The test system is used to support diagnosis and to show response to and progress of treatment.
- B. The Customer wishes to use the QbTest within its business, and Qbtech has agreed to deliver the QbTest as further described in this Agreement to the Customer and grant the Customer a non-exclusive license to use the QbTest on the conditions set out in this Agreement.

## 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

“**Agreement**” shall mean this customer agreement including its Schedules, as amended from time to time.

“**Business Day**” shall mean a day (other than Saturday, Sunday or public holiday) when banks in Sweden are open for business.

“**Documentation**” shall mean as set out in the General Terms and Conditions.

“**General Terms and Conditions**” shall mean Qbtech’s general terms and conditions set out in Schedule 1.

“**Initial Period**” shall mean as set out in Section 5.

“**License**” shall mean the license to use the QbTest granted by Qbtech to the Customer in Section 3.

“**License Fee**” shall mean the monthly license fee and the per test fee to be paid by the Customer as set out in Schedule 2.

“**Patient(s)**” shall mean any patient(s) and user(s) of the Customer’s Patient Services.

“**Patient Services**” shall mean the services rendered by using the QbTest including, but not limited to, measurement systems that support clinical decisions with objective data and which are being made available to the Patients by the Customer in accordance with this Agreement, and any additional services utilizing the QbTest as agreed by the Parties during the Term.

“**Qbtech Administrative Tool**” or “**QAT**” shall mean Qbtech's administration tool which enables the Customer to access test results, patient data, user data, aggregated data and through which Customer may access customer support from Qbtech.

“**Qbtech Hardware**” shall mean the Qbtech hardware such as laptop, tripod, camera, responder button, cables and any other hardware required for the installation and configuration of the QbTest.

“**QbTest**” shall mean Qbtech’s proprietary system consisting of the Software installed on the Qbtech Hardware.

“**Software**” shall mean the Qbtech software, including the computer programs related thereto and the Documentation supporting its use.

“**Term**” shall mean the term of this Agreement.

## 2. AGREEMENT STRUCTURE

- 2.1 This Agreement consists of this main body of the Agreement, and the following Schedules, all of which form an integrated part of this Agreement:

Schedule 1            General Terms and Conditions

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Schedule 2 License Fee and List of Hardware(s)

Schedule 3 Personal Data

Schedule 4 Data Processing Terms

2.2 In case of any inconsistencies between the Schedules and this main document, this document shall prevail, unless otherwise is specifically provided for herein. The Schedules shall prevail in the order listed above.

### 3. LICENSE

#### 3.1 Grant of License

Qbtech hereby grants to the Customer, subject to the terms set forth in this Agreement, a non-exclusive, non-transferable license to use the QbTest, solely for the provision of Patient Services to the Patients at the Site. The License is valid during the Term and shall terminate upon the termination of the Agreement for whatever reason.

#### 3.2 Number of Hardware(s)

The number of Hardware(s) is specified in Schedule 2.

#### 3.3 License Fee

In consideration of the License granted in Section 3.1 above, the Customer shall pay to Qbtech the License Fee as set forth in Schedule 2.

#### 3.4 Site

The QbTest shall be installed at the Site set forth in Schedule 2.

### 4. SPECIAL PROVISIONS

The Parties agree that this Agreement shall apply also to data relating to the Customer's Patients that have been entered into the QbTest prior to the execution of this Agreement.

### 5. TERM

This Agreement shall enter into force when duly signed by both Parties. Either Party may terminate this Agreement, in whole or in part (i.e. decreasing the number of users), effective at the end of the initial three (3) months (the "Initial Period") by giving one (1) months' notice to the other Party. Unless terminated by either Party during the Initial Period, the Agreement shall be prolonged for a period of twelve (12) months. Each Party may terminate the Agreement, in whole or in part, with effect at the end of such period of twelve (12) months by giving the other Party twelve (12) months' notice. Thereafter the Agreement shall automatically remain in force, unless terminated by either Party by giving twelve (12) months' notice to the other Party.

### 6. CONTACT PERSONS AND NOTICES

6.1 Any notice, termination, request, demand, consent or other communication which is required or permitted under this Agreement shall be in writing and shall be deemed given only if delivered personally or sent by e-mail or by registered mail as follows:

If to Qbtech:

QBTECH LTD

Address: Gable House, 18-24 Turnham  
Green Terrace, London, W4 1QP

Attn: Tony Doyle

E-mail address: info@qbtech.com

If to Customer:

SUSSEX PARTNERSHIP NHS FOUNDATION  
TRUST

Address: Swandean, Arundel Road,  
Worthing BN13 3EP

Attn: TBA

E-mail address: TBA

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6.2 Any notice, termination, request, demand, consent or other communication which is given under this Agreement is deemed to have been received: if delivered personally, at the time of delivery, in the case of e-mail, upon dispatch, or in the case of registered mail at 9.00 am on the second Business Day after posting.

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**IN WITNESS WHEREOF**, this Agreement has been signed in two (2) originals, of which the Parties have received one each.

QBTECH LTD

SUSSEX PARTNERSHIP NHS FT

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TONY DOYLE

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TBA

**SCHEDULE 1**

**GENERAL TERMS AND CONDITIONS**

**1. GENERAL**

These General Terms and Conditions shall form part of any customer agreement entered into by Qbtech Limited (“**Qbtech**”) and a Customer (“**Customer**”) concerning the QbTest, unless otherwise has been expressly agreed by the Parties in writing.

**2. DEFINITIONS**

2.1 When used in these General Terms and Conditions the following terms shall have the meanings set forth below:

“**Agreement**” shall mean the customer agreement and its Schedules to which these General Terms and Conditions are attached.

“**De-identified Test Data**” shall mean test data rendered in the QbTest which has been de-identified by Qbtech by way of permanently removing the Patient and Client IDs under Section 8.4.

“**Confidential Information**” shall mean any information on any medium including, without limitation, know-how, source code, financial information, trade secrets, client lists, information concerning Patients, Personal Data, De-identified Test Data, and other proprietary business or operational information, concerning either Party, whether marked as confidential or not.

“**Documentation**” shall mean the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by Qbtech.

“**General Terms and Conditions**” shall mean these general terms and conditions.

“**Intellectual Property Rights**” shall mean any and all intellectual property rights, including without limitation, copyright and copyright protected materials, neighbouring rights including, but not limited to, database rights, know how (whether such know how is in itself patentable or not), registered or unregistered trademarks and trade names, design rights, patents or patentable inventions and any and all other rights in any country.

“**Patient ID**” shall mean as set out in Section 8.2.3.

“**Applicable Data Protection Laws**” shall mean all legislation and regulations, including regulations issued by relevant supervisory

authorities, protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the Processing of Personal Data that from time to time apply to Controller and the Supplier, including without limitation, data protection laws and regulations implementing the Data Protection Directive 95/46/EC and as of 25 May 2018 the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the “**GDPR**”).

“**Personal Data**” shall have the meaning as set out in Applicable Data Protection Laws and relates only to personal data (including any Patient personal data), or any part of such personal data, in respect of which the Customer is the data controller and in relation to which Qbtech is providing services under this Agreement.

2.2 Capitalized terms not defined above shall have the meaning set out in the main body of the Agreement.

**3. SOFTWARE AND HARDWARE PROVISIONS**

3.1 *Software*

3.1.1 Qbtech, and its third-party licensors (if any), shall remain the sole and exclusive owners of the QbTest during the Term.

3.1.2 Qbtech shall provide access to the Customer to the Software for use at the Site. The Software may be used by the Customer solely for its operations at the Site by its employees specifically authorised for such use.

3.1.3 The Customer shall not (unless permitted by applicable law): (i) copy the Software or otherwise reproduce the Software; (ii) translate, adapt, or modify the Software; (iii) disassemble, decompile or reverse engineer the Software; (iv) pledge, sublicense, rent, lend, assign or transfer in any other way the Software to any person without the prior written consent of Qbtech; or (v) provide or otherwise make available the Software in whole or in part, in any form to any person other than the Customer’s authorised employees without the prior written consent from Qbtech.

3.2 *Qbtech Hardware*

3.2.1 Qbtech agrees to deliver, install and configure the Qbtech Hardware at the Site at a date and time mutually agreed between the Parties.

3.2.2 The Customer shall treat the Qbtech Hardware with due care. The Customer acknowledges that as of installation at the Site the risk for the Qbtech Hardware passes to the Customer and that it will fully indemnify Qbtech in the event that the Qbtech Hardware is lost, stolen or damaged while in the possession of the Customer.

3.2.3 The Customer shall not be entitled to reinstall the QbTest on the Qbtech Hardware, nor shall the Customer be entitled to install any other software on the Qbtech Hardware, without Qbtech's prior written approval.

3.2.4 The Customer shall not pledge, rent, lend, assign or transfer in any other way the Qbtech Hardware to any person without the prior written consent of Qbtech.

3.2.5 The Customer undertakes to, within fourteen (14) days after the date of termination of the Agreement, at its own risk and cost, return the Qbtech Hardware to Qbtech. In the event of a late return the Customer shall, in addition to any other fees due under the Agreement, pay an amount of GBP 800 per Qbtech Hardware unit per month. The obligation to pay such late return payment arises on the first day of each month for which the Qbtech Hardware unit remains in the possession of the Customer and shall not be pro-rated according to the number of days in any particular month for which the Qbtech Hardware unit remains in the possession of the Customer.

### 3.3 *Qbtech Administrative Tool (QAT)*

3.3.1 QAT is a web-based tool which grants the Customer access to test results and other patient data, user data and aggregated data. Moreover, Qbtech will provide the Customer with support through the QAT.

3.3.2 The QAT may not be accessed by the Customer from a publicly available computer or from any other computer which is accessible to non-authorized personnel at the Customer.

3.3.3 Standard functionality in QAT is included in the License Fee. However, any additional or Customer unique functionality which is not standard functionality, will be invoiced separately

in accordance with Qbtech's from time to time applicable price list.

3.3.4 For the avoidance of doubt, QAT is provided standalone and separate from QbTest.

## 4. **QBTECH'S OBLIGATIONS**

4.1 Qbtech agrees to deliver, install and configure the QbTest at the Site on the Qbtech Hardware at a date and time mutually agreed by the Parties. Upon installation of the QbTest, Qbtech will together with the Customer carry out tests to make sure that the QbTest is fully operational. The QbTest will be deemed accepted by the Customer when such tests have been successfully carried out or when the QbTest is being used clinically.

4.2 Qbtech undertakes to provide yearly basic training in the use of the QbTest and the interpretation of test results for the Customer's authorised users. Any additional training requested by the Customer may be provided by Qbtech at its then current consultancy fees.

## 5. **CUSTOMER'S OBLIGATIONS**

5.1 The Customer shall co-operate with Qbtech in all matters relating to the installation of the QbTest, including without limitation, providing such access to the Customer's Site and data as is required to enable installation of the QbTest.

5.2 The Customer shall upon installation of the QbTest and during the entire Term provide Internet connection (for the installation and subsequent use of the Software) and printer(s) at the Site. In addition, the Customer shall provide a room appropriate for installation of the QbTest.

5.3 The Customer shall ensure that all internal approvals and authorisation to use the Qbtech Hardware and Software have been obtained prior to the installation thereof at the Site.

5.4 The Customer shall ensure that its use of the QbTest is in full compliance with all applicable laws, regulations and requirements, including without limitation in the area of data protection, patient security and secrecy, of all relevant governmental agencies and regulatory bodies, applicable on the Customer and its operations.

## 6. **SUPPORT**

6.1 Support will be offered to the Customer on Business Days from 09.00 to 16.00 CET, via e-mail at [technical.support@qbtech.com](mailto:technical.support@qbtech.com) (technical support) and [clinical.support@qbtech.com](mailto:clinical.support@qbtech.com) (clinical support) or via telephone at +46 8 790 50 01

- (technical support) and at 0800 0119 884 (clinical support) or via the QAT. Upon separate agreement Qbtech may provide support services at the Site.
- 6.2 The support services will include: (i) Qbtech Hardware and Software support; (ii) Customer's use of the QbTest; (iii) support to interpret test results; and (iv) automatic updates of Software and Qbtech Hardware (however, if the Customer disables the automatic updates, Qbtech may charge extra for providing such updates). For the avoidance of doubt, Qbtech will not provide support services for any Customer Hardware.
- 6.3 Qbtech shall have no obligation to provide support services where the request for support is caused by:
- (a) misuse, incorrect use of or damage to the QbTest for whatever reason (other than any act or omission by Qbtech);
  - (b) Customer's use of the QbTest in combination with any software, Customer Hardware or other equipment not approved or provided by Qbtech, or any fault in any such equipment or software;
  - (c) relocation of the QbTest by any person other than Qbtech or a person acting under Qbtech's instructions;
  - (d) the Customer's breach of an obligation under this Agreement or by the Customer having the QbTest maintained by a third party; or
  - (e) any modification of the QbTest not authorised by Qbtech.
- 6.4 Any services which are not included in Section 6.2 above or where the support request has been caused by any of the events included in Section 6.3 above and which have been requested by the Customer, is subject to acceptance by Qbtech and will be charged at Qbtech's then current consultancy fees. Services provided at the Site will be charged at Qbtech's then current consultancy fees. In addition, Qbtech will be entitled to compensation for travel expenses incurred in connection with the provision of services at the Site.
- 6.5 In the event of a malfunction of the QbTest installed on Qbtech Hardware that is remediable by Qbtech, Qbtech will endeavour to supply the Customer with a "work-around" of the malfunction with the aim of solving the malfunction that has occurred within 72 hours after Qbtech was made aware of the malfunction.
- 7. USER ACCOUNTS**
- 7.1 Qbtech will create a Main user account to the Customer which will be the Customer's main account for access to QbTest. The Customer shall be responsible for creating additional accounts for authorised users at the Customer.
- 7.2 The Main user account should be authorized by the Customer to order material, supplies and other material and services from Qbtech at a rate/fee displayed in the QAT.
- 7.3 Customer acknowledges and agrees that each authorised user must have an individual account in order to enable, *inter alia*, storage of individual activity logs for security purposes and in order for Qbtech and the Customer to comply with legal requirements.
- 7.4 The Customer shall ensure that only authorised personnel is provided with user accounts and shall immediately deactivate any user accounts that are not actively used by the Customer. If a user account has not been used for one (1) year from last access, Qbtech reserves the right to deactivate such account. The Customer shall notify Qbtech without undue delay in the event of any unauthorised access and shall assist Qbtech to facilitate Qbtech's further investigation of the unauthorised access.
- 7.5 Qbtech will store information about the user accounts and activities for access management and archive purposes.
- 8. PERSONAL DATA**
- 8.1 General**
- 8.1.1 The Parties acknowledge that certain information concerning the Patients entered into the QbTest by the Customer will be considered Personal Data. In addition, the Parties acknowledge that personal data revealing information about a person's physical or mental health is considered sensitive personal data in the meaning of Applicable Data Protection Laws and therefore has to be treated in compliance with any applicable regulation for sensitive personal data.
- 8.1.2 The Customer, in its capacity of health care institution, is the data controller of all Personal Data entered into the QbTest and Qbtech is the data processor to the extent processing personal data when providing the services under this Agreement unless otherwise is stated below
- 8.2 The Customer's obligations**
- 8.2.1 The Customer acknowledges that in its capacity of data controller it is obligated to comply with Applicable Data Protection

	Laws and the GDPR Act 2018, including without limitation informing the Patients of the processing of personal data within the QbTest.	8.4	<b>De-identified Test Data and Deletion of Personal Data</b>
8.2.2	The Customer undertakes to procure a consent from each Patient of the processing of personal data prior to Patient's use of the QbTest. Such consent shall substantially contain the information set out in <u>Schedule 3</u> , which will be available in the QbTest. The Customer will make sure that the Patient reads and understands such information and that each consent given by a Patient will be recorded in the QbTest by use of a tick box or similar technical solution provided in QbTest so that it can be demonstrated which patients that have given their consent. The information in <u>Schedule 3</u> will also be made available in the local language.	8.4.1	In conjunction with termination of the Agreement, Qbtech shall on behalf of the Customer, retain and store one copy of all log files and user accounts for archive purposes. Personal Data shall be deleted in accordance with 8.4.4.
		8.4.2	Obtech will permanently delete any Personal Data after five (5) years from the latest Patient activity or at the termination of the Agreement.
		8.4.3	At the written instructions of the Customer, Qbtech shall promptly delete Personal Data as instructed. Qbtech shall never be required to delete records of test data where Patient ID and ClinicID has been removed in accordance with Section 8.4.4.
8.2.3	The Customer acknowledges that it is obliged to maintain Patients' journals according to the GDPR standards. Certain information from the Patients' journals, such as date of birth, height, weight, gender, diagnosis, details regarding medication and test results will be submitted in a function of the QbTest. The Customer acknowledges that, in order to preserve the privacy and anonymity of the Patients, it may never submit name, address or personal identity number of a Patient, nor any other information which may identify a particular Patient. Prior to submitting Personal Data in the QbTest, the Customer undertakes to encrypt the information related to the Patients' identities by way of assigning a random ID number to each Patient ("Patient ID"). The key to the Patient ID shall not be disclosed to Qbtech. Accordingly, Qbtech will always only be processing data which cannot be directly linked to a patient on behalf of the Customer.	8.4.4	The Parties agree that Qbtech shall be entitled, upon deletion of the Personal Data, to use the test results rendered by the QbTest provided (i) that Qbtech removes all Patient ID information and information about the Clinic (ClinicID) from the records of the test results and replacing the Patient ID and ClinicID with new IDs which are randomly created by a computer; (ii) that the Customer has informed the Patient of this procedure; and (iii) that the Patient has given his or her consent to Qbtech's removal of the PatientID and ClinicID as set out in <u>Schedule 3</u> . As between the parties the De-identified Test Data shall not be considered personal data.
		8.4.5	The Customer acknowledges that Qbtech shall be the sole and exclusive owner of the De-identified Test Data and that it may be freely used by Qbtech.
		8.5	<b>Indemnity</b>
8.2.4	The Customer undertakes to process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, including Applicable Data Protection Laws.	8.5.1	Each Party agrees to indemnify and keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable due to any failure of the first Party or its employees or agents to comply with any of its obligations under this Section 8.
8.3	<b>Qbtech's obligations as a data processor</b>		
8.3.1	Schedule 4 shall govern Qbtech's processing as a data processor. The instructions appended to Schedule 4 e.g. includes an instruction from the Clinic to Qbtech to aggregate Test Data in accordance with section 8.4 below.	8.5.2	In the event of a breach of GDPR or this Data Processing Term, each respective Party shall be liable for its own acts and omissions in relation to the breach of GDPR or this Data Processing Term. The provisions regarding liability between the Parties set forth under

the GDPR shall apply to this Data Processing Term.

## **9. PAYMENT AND PRICING**

- 9.1 The License Fee shall be paid monthly in arrears unless otherwise agreed in writing by Qbtech.
- 9.2 All charges referred to herein are exclusive of and net of any taxes.
- 9.3 Payments will be due thirty (30) days from the date of the invoice, unless otherwise specified on the invoice. An amount not timely paid shall bear interest of twelve (12) percent per annum and Qbtech will have the right to charge GBP 5 to cover administrative costs relating to any such late payment.
- 9.4 Qbtech is entitled to revise its prices upon six (6) months' written notice. The Customer is entitled to terminate the Agreement effective when the revised prices start to apply. Any such termination must be made upon at least one (1) month's written notice.
- 9.5 If the QbTest has not properly processed a test, the Customer shall immediately and not later than fourteen (14) days after receipt of the invoice notify Qbtech thereof. Qbtech will issue a credit note provided that the QbTest has not worked according to the specification. The Customer acknowledges that any test performed for other than clinical purposes are subject to Qbtech's prior written approval in order to entitle the Customer to a price reduction.

## **10. WARRANTY**

- 10.1 The Customer acknowledges that the QbTest is delivered as-is, that software in general is not error-free and that the existence of such errors shall not constitute a breach of the Agreement. Qbtech does not warrant that the QbTest or the Customer's access or use thereof will be uninterrupted or error free.
- 10.2 To the extent permitted by the applicable law, Qbtech disclaims all other warranties with respect to the QbTest, either expressed or implied, including but not limited to any implied warranties of merchantability or fitness for any particular purpose. However, in the event that the Customer discovers a material error which materially differs from the specification, set out in the Agreement, and notifies Qbtech of the error within sixty (60) days from the delivery of the QbTest, Qbtech shall at its sole option either refund the License Fee or use all reasonable endeavours to correct by a new release of the QbTest (at its option) that part of the QbTest

which does not so comply, provided that such non-compliance has not been caused by any modification, variation or addition to the QbTest not performed by Qbtech or caused by the Customer's incorrect use, abuse or corruption of the QbTest or by use of Software with other software or on equipment with which it is incompatible.

## **11. LIMITATION OF LIABILITY**

- 11.1 The following provisions set out the entire liability of Qbtech (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: (i) any breach of the Agreement; (ii) any use made by the Customer of the QbTest; and (iii) any warranties, representation, statement or omission (including negligence) arising under or in connection with the Agreement.
- 11.2 Nothing in these conditions excludes the liability of Qbtech for death or personal injury caused by Qbtech's negligence or for fraud or fraudulent misrepresentation.
- 11.3 Qbtech shall in no event be liable for loss of profits; loss of business; or similar losses; loss or corruption of data or information; or any indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 11.4 Save for the events set out in Section 11.2, Qbtech's total liability under this Agreement shall be limited to the License Fee.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 The Customer acknowledges that any and all of the Intellectual Property Rights in the Software and the Anonymised De-identified Test Data, are and shall remain the sole property of Qbtech and the Customer acquires no rights in or to the Software or the De-identified Test Data other than those expressly granted by the Agreement. The Customer shall not during the Term or at any time after the expiry or termination of the Agreement in any way question or dispute the ownership by Qbtech thereof.
- 12.2 The Customer shall not seek to register any trade mark, trading name or domain name which contains any of Qbtech's Intellectual Property Rights, including the trademarks "Qbtech", "QbTest", "QbCheck" or any similar trade mark. Any applications or registrations made by the Customer in breach of this Section 12.2 shall immediately be assigned to Qbtech upon request.
- 12.3 In the event that new inventions, designs or processes evolve in performance of or as a result of the Agreement, the Customer

acknowledges that the same shall be the property of Qbtech unless otherwise agreed in writing by Qbtech.

12.4 The Customer shall use reasonable endeavours to prevent any infringement of Qbtech's Intellectual Property Rights in the Software or the De-identified Test Data and shall promptly report to Qbtech any such infringement that comes to its attention.

12.5 Except as provided in this Section 11.5, Customer shall not represent, directly or indirectly, that Qbtech has approved or endorsed Customer or its products or services, without the prior written consent of Qbtech in each instance, which consent may be withheld for any or no reason. Customer shall not remove, modify, or alter in any manner any proprietary notices, product notices or disclaimers of any kind provided on any portion of the QbTest, or Qbtech Software or Hardware, including, without limitation, any copyright, patent or other proprietary notices, legends, or labels. Customer may identify in Customer information and marketing materials that the QbTest is available at Customer offices; provided that any reference to QbTest or any use of the Qbtech Marks shall be in accordance with the guidelines provided by Qbtech from time to time. In providing and promoting Customer services that include the QbTest, Customer will: (i) not engage in any deceptive, misleading, illegal or unethical practices; and (ii) not make any statements, claims, representations, or guarantees concerning the QbTest, that are inconsistent with, or in addition to, those provided by Qbtech or otherwise misrepresent the features, functionality, or capabilities of the QbTest.

### 13. CONFIDENTIALITY

13.1 Each Party undertakes not to use or disclose any Confidential Information which it may from time to time receive or obtain (in any form) as a result of entering into or performing its obligations pursuant to the Agreement or otherwise, relating to the other Party and which is not in the public domain unless:

- (a) required to do so by law or pursuant to any order of any court or other competent authority or tribunal;
- (b) required to do so by any applicable supervisory authority within the health sector or applicable stock exchange regulations or the regulations of any other recognised market place;

(c) such disclosure has been consented to by the other Party in writing; or

(d) the Confidential Information is disclosed to its professional advisors who make no other use of the Confidential Information than for assisting the Party and who are bound to such Party by a duty of confidence which applies to any Confidential Information disclosed.

13.2 The Parties shall use their commercially best efforts to (i) avoid disclosure of Confidential Information to the other Party, except as may be required to perform the commitments under the Agreement, and (ii) limit the access to such Confidential Information to those of its employees (or other representatives as the case may be) who have a need to know such Confidential Information to fulfil the relevant Party's obligations under the Agreement.

13.3 This Section 13 shall survive termination of the Agreement, however arising.

### 14. FORCE MAJEURE

Each Party shall be excused from the performance or punctual performance of any of its obligations under the Agreement and such obligations shall be extended by a period reasonable under the circumstances to the extent the performance thereof is prevented or delayed by industrial disputes or any cause beyond their reasonable control which, without in any way limiting the generality of the foregoing, shall include acts of God, riots, fire, flood, volcanic activities, wars, accidents, acts of terrorism, sabotage, strike, failure of telecommunications or power disruptions caused by third parties, shortage of supplies and defaulting third parties (not directly or indirectly caused by the non-performing Party or its affiliates), embargo or other government actions and any other similar occurrence beyond the non-performing Party's control.

### 15. TERMINATION FOR CAUSE

In addition to termination rights set out elsewhere in this Agreement, it may be terminated with immediate effect:

- (a) by either Party if the other Party fails to fulfil any of its obligations under this Agreement and such failure (if remediable) is not remedied within thirty (30) days of written notice to do so;
- (b) by either Party if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors; or

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- (c) by Qbtech if the control of either Party shall be transferred to any person(s) other than the person(s) in control of such Party at the effective date of this Agreement.

exists pursuant to a statute, a regulation, a decision by an authority, a stock exchange contract or similar.

**16. MISCELLANEOUS**

**16.1 Entire agreement, amendments and waiver**

This Agreement including its Schedules constitutes the whole Agreement and understanding of the Parties and supersedes any previous arrangement, understanding or agreement between them (whether written or oral) relating to the subject matter of this Agreement. Any amendment of this Agreement shall be made in writing and shall be duly signed by each of the Parties. Delay in exercising or non-exercise of any right under this Agreement is not, and shall not be construed as, a waiver of that right.

**16.2 Assignment**

Neither Party shall, without the prior written consent of the other Party assign this Agreement, or any of its rights or obligations hereunder, to a third party.

**16.3 No partnership or agency**

This agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties, other than the rights and obligations expressly set out in this agreement.

Neither party shall make or hold itself out as having authority to make any commitments on behalf of the other party.

**16.4 Disputes and governing law**

**16.4.1** The Agreement shall be governed and construed in accordance with the laws of England, without giving regard to its principles of conflicts of laws.

**16.4.2** Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Act of 1996 by the Centre For Effective Dispute Resolution (CEDR)

**16.4.3** The Parties undertake and agree that all arbitral proceedings conducted or initiated with reference to this Section 16.4 shall be kept strictly confidential, including all information disclosed in the course of such arbitral proceedings, as well as any decisions or award that is made or declared. This notwithstanding, a Party shall not be prevented from disclosing such information if such a right (to disclose the information)



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## SCHEDULE 2

### LICENSE FEE AND LIST OF HARDWARE(S)

#### License Fee

The license fee is divided into two parts, a monthly fee per month and Hardware(s) as well as a test fee.

The monthly fee is as follows (per Site):

- Hardware 1: £636 GBP
- Hardware 2: £375 GBP
- Hardware 3 and beyond: £311 GBP per additional Hardware

The Test fee is GBP 31.32 per test. Volume discounts are offered based on volume for all Hardwares combined per month and per Site:

0-10: 0%

>10: 10%

>20: 20%

>30: 30%

>40: 40%

>50: 45%

>60: 48%

>70: 52%

>80: 55%

A Customer with 5 or more sites will receive 5% discount on the total price. A customer with 10 or more sites will receive 7.5% discount on the total price.

QbTest will be installed in the following site:

1. Hastings CAMHS: St Anne's Community Service Centre, 729 The Ridge, St Leonards on Sea, East Sussex, TN37 7PT
2. Hastings CAMHS: 8 Lavant Drive, Havant, PO9 2AW
3. Brighton and Hove CAMHS: Aldrington Centre, 35 New Church Road, Hove, East Sussex, BN3 4AG
4. Eastbourne and Hailsham: Highmore, Western Road, Hailsham, East Sussex, BN27 3DY

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5. Lewes and Peacehaven CA: Orchard House, Victoria Hospital Site, Nevill Road, Lewes, East, Sussex, BN7 1PF
  6. Fareham and Gosport CAMHS: Fareham & Gosport Specialist CAMHS, Ground Floor Osborn Centre, Osborn Road, Fareham, Hampshire, PO16 7ES
  7. Eastleigh CAMHS: Eastleigh CAMHS, 2C Newtown Road, Eastleigh, SO50 9DB
  8. Worthing CAMHS: Worthing Hospital, Lyndhurst Road, Worthing, West Sussex, BN11 2DH
  9. Chichester CAMHS: 72 Stockbridge Road, Chichester, West Sussex, PO19 8QJ
  10. New Forest CAMHS: Ashurst CAMHS, Child & Family Centre, Ashurst, Southampton, Hampshire, SO40 7AR
  11. Aldershot CAMHS: Aldershot Specialist CAMHS, Aldershot Centre for Health, Hospital Hill, Aldershot, GU11 1AY
  12. Horsham CAMHS: Horsham CAMHS, New Park House, North Street, Horsham, RH12 1RJ
  13. Basingstoke CAMHS: Bramblys, Bramblys Drive, Basingstoke, Hampshire, RG21 8UN
  14. Test Valley CAMHS: Advertiser House, 24-32 London Street, Andover, Hampshire, SP10 2PE

### **SCHEDULE 3**

#### **QBTEST – INFORMATION TO THE PATIENTS – CONSENT FORM**

#### **1. INTRODUCTION**

- 1.1. The clinic where you are taking the test (the “Clinic”) has licensed QbTest for use in its operations. QbTest offers an objective method for measuring the three core signs of ADHD – hyperactivity, inattention and impulsivity – in children, adolescents and adults. The test system is used to support diagnosis and to show response to and progress of treatment. All evaluation and treatment will be carried out by qualified personnel.
- 1.2. The QbTest is provided by Qbtech AB, Cardellgatan 1, 111 36 Stockholm. The Clinic is data controller for information about you, Qbtech AB is a data processor and may only process such information according to the instructions of the Clinic apart from what is explicitly stated below in section 3.
- 1.3. Qbtech AB is the data controller for the processing of your information described in section 3 below, to the extent such information would constitute personal data.

#### **2. GENERAL INFORMATION REGARDING QBTEST**

- 2.1. The software in QbTest contains a form where the test administrator manually enters the following information concerning you as a test person: QbTest patient ID (not your personal identity number), date of birth, length, weight, gender, diagnosis, details regarding medication, test results and other relevant notes. The information is processed in the software client and is submitted, at each test event, to a central server hosted by Amazon Web Services (AWS) in Ireland. The server generates test reports where test data and certain parameters are set out. The transfer of test data between the software client and the server is encrypted with a certificate.
- 2.2. All information that the test administrator manually enters into the software client, data from the test and the test report is centrally stored by AWS. The information is only available for authorised users within the Clinic and for authorised personnel and consultants of Qbtech AB and its subsidiaries to provide the QbTest services to the Clinic under the Clinic's instructions.
- 2.3. No individual test data which can directly identify you will in any form be transferred or in any other manner be made available to third parties (except if required to fulfil legal requirements towards public authorities and the like) without first obtaining your prior written consent.

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- 2.4. Under the instructions of the Clinic your QbTest patient ID (not your personal identity number), date of birth, length, weight, gender, diagnosis, details regarding medication, test results and other relevant notes will upon your consent below be stored for five (5) years (measured since last activity). Your data will then be deleted by replacing your patient ID and ClinicID with new IDs which are randomly created by a computer. Once these ID-numbers are replaced, Qbtech cannot identify you since Qbtech has no access to information which can connect the new IDs to your QbTest patient ID, Clinic or your name.
3. **QBTECH'S PROCESSING OF YOUR INFORMATION**
    - 3.1. When the new randomized IDs are created, and your data is no longer identifiable the test data will thereafter be used by Qbtech for the purpose of developing the QbTest to gain further insight into diagnosis and treatment and for other commercial development. This will be of benefit both to you and other individuals performing the QbTest. Note again that no information which can directly identify you is used.
4. **YOUR RIGHTS AS A TEST PERSON**
    - 4.1. To the extent information constitutes personal data certain rights may apply under law as detailed in sections 4.2 to 4.9 below.
    - 4.2. If you identify that any personal data about you is inadequate, incomplete or incorrect, you are entitled to have it corrected.
    - 4.3. You may have the right to request confirmation whether or not personal data about you is processed and if that is the case access to your personal data and additional information such as the purposes of the processing. You are also entitled to receive a copy of the personal data about you undergoing processing. If the request is made by electronic means the personal data will be provided in a commonly used electronic format if you do not request otherwise.
    - 4.4. You may object to any processing of personal data on the basis of a legitimate interest, on grounds relating to your particular situation.
    - 4.5. You may have personal data about you erased under certain circumstances.
    - 4.6. You may ask for restriction of the processing of your personal data to only comprise storage of your data under certain circumstances.
    - 4.7. You may ask to receive a machine-readable copy of personal data about you which processed on the basis of your consent and which been provided to us by you (data portability).
    - 4.8. You may withdraw your consent to processing of your personal data at any time.
    - 4.9. You acknowledge that you always have the right to lodge complaints pertaining to the processing of your personal data to the competent data protection authority.
  5. **CONTACTS**
    - 5.1. Since Qbtech does not have access to any information which can directly identify you should turn to the test administrator at the Clinic to request exercise of rights under section 4.2 – 4.8 above.
    - 5.2. Qbtech has appointed a data protection officer who can be contacted on [personaldata.qbtest@qbtech.com](mailto:personaldata.qbtest@qbtech.com).

## **CONSENT**

You as a test person may decide yourself whether information about you will be submitted to, analysed and stored in the QbTest. If you are under 18 years old this decision must be taken by your guardian. Please note that you will not be able to perform a test without giving your consent below.

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By checking the box below, you confirm that you have received the information above and consent to the following:

- That information about you about you is processed within the QbTest for the purposes described above in section 2, including specifically that the Clinic instructs Qbtech AB to manage your information as detailed in section 2.4 above (so that you can no longer be directly identified by the test data in any manner) and use your information as detailed in section 3 above .

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## SCHEDULE 4

### DATA PROCESSING AGREEMENT

#### RECITALS:

- A. Qbtech ("Processor") and the Customer have entered into an Agreement dated 17/04/23 (the "Agreement").
- B. Within the scope of the Agreement, the Processor will Process Personal Data for which the Customer is Data Controller, in accordance with what is set forth in Schedule 1. Processor is a Data Processor for such Processing carried out on behalf of the Customer. This Data Processing Agreement sets out in which manner the Processor shall Process Personal Data on behalf of the Customer.
- C. In the event of any conflict between a provision in this Data Processing Agreement and a provision in the Agreement, the provisions in this Data Processing Agreement shall take precedence to the extent the provision in this Data Processing Agreement provides greater protection for the Personal Data that are Processed.

#### 1. Definitions

In this Data Processing Agreement, the following terms have the following meanings:

**"Agreement Date"** means the date indicated above;

**"Applicable Laws"** means laws and regulations under EU law and relevant Member State laws that from time to time apply to Processor and the Customer;

**"Applicable Data Protection Laws"** means all legislation and regulations, including regulations issued by relevant supervisory authorities, protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the Processing of Personal Data that from time to time apply to Processor and the Customer, including data protection laws and regulations implementing the Data Protection Directive 95/46/EC and as of 25 May 2018 the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "GDPR"); and

**"Data Controller", "Data Subject", "Data Processor" "Processing", "Personal Data", and "Personal Data Breach",** shall have the same meaning as in the GDPR;

**"Data Processing Agreement"** means this Data Processing Agreement and all appendices attached hereto (as amended from time to time in accordance herewith); and

**"Third Country"** means a country which is not a member of the European Union (EU) or the European Economic Area (EEA).

#### 2. General obligations of Processor

- 2.1. Processor undertakes to only Process Personal Data in accordance with the Customer's documented instructions set forth in this Data Processing Agreement and the Agreement.
- 2.2. In the event the Customer provides additional documented instructions regarding Processing of Personal Data, beyond what is stated in this Data Processing Agreement or the Agreement, Processor is entitled to remuneration for any potential costs incurred to Processor as a result of such additional instructions.

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- 2.3. Notwithstanding what is stated in Section 2.1 above Processor is entitled to Process the Personal Data to the extent it is necessary in order to comply with legal requirements under Applicable Laws to which Processor is subject. Processor shall inform the Customer of that legal requirement before the Processing, unless Applicable Laws prohibit Processor from providing this information.
  - 2.4. Notwithstanding any choice of law provisions agreed between the Parties in the Agreement, Applicable Data Protection Laws shall apply to the Processing of Personal Data covered by this Data Processing Agreement.
  - 2.5. Processor shall notify the Customer if Processor cannot fulfil its obligations under this Data Processing Agreement or if Processor is of the view that an instruction provided by the Customer regarding the Processing of Personal Data infringes Applicable Data Protection Laws, unless Processor is prohibited from notifying the Customer under Applicable Laws.
3. Security measures
    - 3.1. Obligation to Implement Technical and Organizational Measures to Protect Personal Data
      - 3.1.1. Processor shall implement appropriate technical and organizational measures in order to protect and safeguard the Personal Data that is Processed against Personal Data Breaches. The measures shall, at a minimum, achieve the level of security as provided for in the Applicable Data Protection Laws, having regard to, *inter alia*, the risks the Processing involves.
      - 3.1.2. Furthermore, Processor shall upon the Customer's request, provide necessary information that is available to Processor in order to allow the Customer to fulfil its obligations to, where applicable, carry out data protection impact assessments (DPIAs) and prior consultations with the relevant supervisory authority under Applicable Data Protection Laws in relation to the Processing of Personal Data covered by this Data Processing Agreement. Processor is entitled to compensation from the Customer for any costs and expenses relating to Processor's assistance in accordance with the Customer's request under this section 3.1.2.
    - 3.2. Access to Personal Data etc.
      - 3.2.1. Processor shall ensure that access to the Personal Data is limited to those employees of Processor who need access to the Personal Data in order for Processor to fulfil its obligations towards the Customer under this Data Processing Agreement and the Agreement.
      - 3.2.2. Processor shall ensure that all employees authorized to access and Process the Personal Data observe confidentiality not less restrictive than the confidentiality undertaking set out in Section 6 of this Data Processing Agreement.
    - 3.3. Personal Data Breach
      - 3.3.1. In the event of a Personal Data Breach, Processor shall notify the Customer of the Personal Data Breach in writing without undue delay after becoming aware of the Personal Data Breach.
      - 3.3.2. The notification to the Customer will be made using the standard Qbtech template and shall include the following information:
        - 3.3.2.1. a description of the nature of the Personal Data Breach including the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
        - 3.3.2.2. the likely consequences of the Personal Data Breach; and
        - 3.3.2.3. a description of the measures taken or proposed to be taken by Processor to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

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- 3.3.3. Where, and insofar as, it is not possible for Processor to provide the information set out in Section 3.3.2 above at the same time, Processor may provide the information in phases without any further undue delay
4. Access to information etc.
- 4.1. Processor continuously documents the measures that Processor has taken to fulfil its obligations under this Data Processing Agreement. The Customer is entitled to, upon request, receive a copy of the latest version of such documentation.
- 4.2. The Customer may conduct an inspection of the technical and organizational measures that Processor have implemented to fulfil its obligations under this Data Processing Agreement. For the avoidance of doubt, such inspection shall only comprise such information that is necessary in order for the Customer to determine whether Processor takes appropriate technical and organizational measures to fulfil its obligations under this Data Processing Agreement and shall under no circumstances comprise any other information regarding Processor's business operations which is irrelevant to Processor's Processing of Personal Data on behalf of the Customer. The Parties acknowledge and agree that an inspection shall be conducted by a third party jointly appointed by both Parties. The Customer shall ensure that such third party undertakes confidentiality in relation any information that the third party receives within the scope of the inspection, which is not less restrictive than the confidentiality undertaking in Section 6 below. The Customer shall be liable for any breach of such confidentiality undertaking by the third party. The Customer shall notify Processor in writing at least thirty (30) days in advance if the Customer wishes to exercise its right to conduct an inspection. Any and all costs and expenses related to the inspection shall be borne by the Customer, including any potential costs and expenses incurred to Processor due to the Processor's participation during an inspection.
5. Use of sub-processors
- 5.1. Processor may engage outside sub-contractors, consultants or other third parties ("Sub-Processors") to Process Personal Data on behalf of the Customer. The Customer is upon request entitled to receive a list of Processor's from time to time assigned Sub-Processors that Processes Personal Data on behalf of the Customer. The Customer hereby accepts that the Sub-Processors listed in the written record provided by Processor separately may Process Personal Data on behalf of the Customer.
- 5.2. Furthermore, the Customer hereby grants Processor authority to enter into data processing agreements on behalf of the Customer directly with the Sub-Processors. Such data processing agreement with a Sub-Processor shall impose obligations on the Sub-Processor corresponding to and not less restrictive than what is set out in this Data Processing Agreement.
- 5.3. Processor shall provide the Customer a list accessible through the QAT of Sub-Processor engaged by the Processor. From time to time, the Processor may update this list and the Customer agree that the Processor may notify the Customers about material changes by updating this list. The list includes the following information:
- 5.3.1. the identity of the Sub-Processor (including full legal name, company registration number and address);
- 5.3.2. the type(s) of service(s) provided by the Sub-Processor; and
- 5.3.3. the geographical location where the Sub-Processor will Process Personal Data of behalf of the Customer.
- 5.4. The Customer may object to Processor's assignment of a Sub-Processor that shall Process Personal Data on behalf of the Customer, whereby the Parties shall seek to agree on a solution which is acceptable to both Parties. If no solution can be reached each party shall have the right to terminate the Agreement according to the Terms of the agreement.

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- 5.5. Processor shall, in addition to the information set out in Section 5.3 above, upon the Customer's request provide information regarding which measures that have been taken to ensure that the Sub-Processor provides sufficient guarantees to implement appropriate technical and organizational measures in such manner that the Processing will meet the requirements of Applicable Data Protection Laws.
  - 5.6. Where a Sub-Processor fails to fulfill its data protection obligations, Processor shall remain fully liable to the Customer for the performance of the Sub-Processor's obligations.
  6. Confidentiality
    - 6.1. Without prejudice to any confidentiality undertakings included in the Agreement, Processor shall keep and maintain all Personal Data in strict secrecy and not disclose the Personal Data to a third party, unless otherwise authorized in advance in writing by the Customer or otherwise required by Applicable Laws or for the performance of this Data Processing Agreement and the Agreement. Processor agrees that the confidentiality undertaking under this Section 6 shall survive the termination of this Data Processing Agreement and continue to apply until all Personal Data have been returned or (upon the Customer's written request) have been deleted or anonymized in a secure and irreversible way in accordance with Section 9 below.
  7. Liability
    - 7.1. The provisions regarding liability under the Agreement shall apply correspondingly to this Data Processing Agreement.
  8. Rights of the Data subject
    - 8.1. Processor shall, to the extent possible, having regard to the nature of the Processing, implement necessary technical and organizational measures in order for the Customer to be able to fulfil its obligation to respond to a request from Data Subjects to exercise their rights according to Applicable Data Protection Laws. Processor is entitled to remuneration for any potential costs and expenses if the Customer requests that Processor shall assist the Customer with responding to a Data Subject's request to exercise his or her rights according to Applicable Data Protection Laws.
  9. Return of personal data
    - 9.1. Section Schedule 18.3 in the Agreement shall apply.
  10. Transfer to and processing of personal data in a third country
    - 10.1. Processor is entitled to transfer Personal Data belonging to the Customer, to a Third Country, provided that:
      - 10.1.1. the Third Country according to a decision issued by the EU Commission provides an adequate level of protection for Personal Data which comprises the Processing of Personal Data;
      - 10.1.2. Processor ensures that there are appropriate safeguards in place in accordance with Applicable Data Protection Laws, e.g. standard data protection clauses adopted by the EU Commission under Applicable Data Protection Laws, that comprises the transfer and the Processing of Personal Data; or
      - 10.1.3. if there are any other exemptions under Applicable Data Protection Laws that comprise the Processing of Personal Data.
    - 10.2. For the avoidance of doubt, Personal Data may not be transferred to or Processed in a Third Country unless all conditions outlined in 10 above are met.
  11. Term and Termination

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11.1. This Data Processing Agreement shall be effective as of the Agreement Date and shall continue to apply during the term of the Agreement or the longer period during which Processor or a Sub-Processor assigned by Processor Processes Personal Data on behalf of the Customer.

12. Non-Assignment

12.1. Neither the rights nor the obligations of either Party under this Data Processing Agreement may be assigned in whole or in part without the prior written consent of the other Party.

13. Amendments

13.1. Additions and amendments to this Data Processing Agreement shall be in writing and duly signed by both Parties to be valid.

14. Applicable law

14.1. This Data Processing Agreement shall be governed by EU/UK law GDPR, Data Protection Act 2018, without regard to any provisions regarding conflict of laws.

15. Dispute

15.1. Any dispute arising out of or in connection to this Data Processing Agreement shall be finally settled in accordance with the dispute resolution provisions of the Agreement.

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This Data Processing Agreement has been made in two (2) identical copies of which each Party has received one.