

Master Service Agreement (C245257)

This Master Service Agreement takes effect as of 2024.01.26 (the “Effective Date”) by and between:

| The “Parties” | “Supplier”, “We”, “Us”, “Our” | and | “Client”, “You”, “Your” |
|-----------------------------------|--|-----|---|
| Company name | NDA Group AB | | Medicines & Healthcare products Regulatory Agency (MHRA) |
| Reg. No. | 556654-3046 | | N/A – Government Agency |
| VAT No. | SE556654304601 | | GB888849726 |
| Incorporated under the laws of | Sweden | | United Kingdom |
| Registered office | Johanneslundsvägen 2 SE-194 61 Upplands Väsby Sweden | | 10 S Colonnade, London E14 4PU |

This Master Services Agreement is entered into because You wish to purchase services offered by the Us.

We, with Our European affiliates (NDA Regulatory Service AB, NDA Regulatory Service GmbH, NDA Regulatory Science Ltd, NDA Advisory Services Ltd and NDA Regulatory Service Switzerland GmbH) and its US affiliate (NDA Regulatory Development Inc.), are an independent consulting organization providing drug development, regulatory, scientific communications and pharmacovigilance consulting, advice, and support and other professional services.

This agreement sets out the terms for the Parties to conduct such business transactions.

1. TERMS AND CONDITIONS

1.1 Definitions. Capitalized terms and expressions used in this Master Service Agreement are defined in *Appendix 1, Terms and Conditions*.

1.2 Services. Services to be provided will be described and specified in separate Work Orders.

1.3 Contractual documents. We will offer and provide Services to You in accordance with the following documents, each forming an integral part of this Master Service Agreement:

- (i) *Appendix 1, Terms and Conditions*
- (ii) *Appendix 2, Data Processing Agreement*
- (iii) *Subappendix 2A, Technical and Organizational Security Measures*
- (iv) *Subappendix 2B, Subprocessors*
- (v) *Appendix 3, Work Orders*

2. FEES AND EXPENSES

We will specify any fees, plus Value Added Tax, for the Services in the Work Order/s. In addition to the fees, Client will reimburse Supplier for any documented reasonable Pass-through costs and work-related expenses in relation to the Services in accordance with *Appendix 1, Terms and Conditions*.

3. GOVERNING LAW

3.1 Governing Law. The validity, construction and performance of this Master Service Agreement (including all Work Orders), except as may be applicable to the Transfer Clauses outlined in *Appendix*



2, shall be governed by the laws of England and Wales without giving effect to such choice of law principles that might lead to the application of the laws of some other jurisdiction.

4. TERM

This Master Service Agreement shall become effective on the date hereof and shall remain in effect for a period of five (5) years.

* * *

This Master Service Agreement has been signed by the duly authorized representatives of the Parties and may be signed in multiple counterparts, which, taken together, will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf format), and electronic signatures will be deemed to be original signatures.

NDA Group AB

**Medicines & Healthcare products
Regulatory Agency (MHRA)**

Redacted under FOIA Section 40 Personal Info

A large, solid black rectangular box covers the majority of the page, redacting the signature and other details of the parties.

Date: 06-Feb-2024

Date: 02.02.2024

Appendix 1, Terms and Conditions

1. Definitions

In these Terms and Conditions, the following expressions shall have the following meanings:

"Affiliate" shall mean either (if a company) any company within the same group of companies as the Party, or (if Client is a body governed by public law) a legally independent but subordinated administrative unit under the control of Client;

"Agreement" shall mean the Master Service Agreement, these Terms and Conditions, any attached and executed Work Orders, any attached written appendices, and any amendments to any of the foregoing that are in writing and signed by both Parties;

"Client" shall have the meaning set out in the initial page of the Master Service Agreement;

"Deliverables" shall mean results of the Services as well as all materials in whatever form including but not limited to reports, documents, data, generated or provided by Supplier during the Services and/or which result from the Services;

"Employees" shall mean directors, officers, employees, contractors and other agents;

"Fee" shall mean the charges payable by Client for the performance of the Services defined in the Master Service Agreement, these Terms and Conditions and each Work Order;

"Master Service Agreement" shall mean the agreement with the same title executed by the Parties;

"Party" shall mean Client or Supplier and **"Parties"** shall mean both of them;

"Pass-through costs" shall mean expenses payable by Client arising from the performance of the Services as defined in these Terms and Conditions and each Work Order;

"Work Order" shall mean a single order for Services, in which the Parties define and specify the Services to be performed by Supplier;

"Services" shall mean consulting, advice, support and other professional services provided by Supplier as further specified in a Work Order;

"Supplier" shall have the meaning set out in the initial page of the Master Service Agreement; and

"Supplier's Affiliates" shall mean Supplier's Swedish affiliate, NDA Regulatory Service AB, its German affiliate, NDA Regulatory Service GmbH, its United Kingdom affiliates, NDA Regulatory Science Ltd and NDA Advisory Services Ltd, its US affiliate, NDA Regulatory Development Inc. and its Swiss affiliate, NDA Regulatory Service Switzerland GmbH.

2. Relationship of Parties, etc.

Independent Contractor. Supplier is an independent contractor. Neither Supplier nor its Employees are, or shall be deemed for any purpose to be, Employees of Client.

Client shall not be responsible to Supplier, Supplier's Employees or any government body for any social charges or payroll taxes related to Supplier's or Supplier's Employees' performance of Services.

Supplier represented by Affiliates. Supplier may for entering into any part of the Agreement be represented by Supplier's Affiliates in which case duly authorized representatives of such Affiliate shall have the binding right to sign for and represent Supplier following the terms and conditions of the Agreement.

Supplier's Affiliates. Supplier may procure the provision of the Services as described in any Work Order by any of Supplier's Affiliates, in which case such Affiliate shall execute the Work Order with Client and be responsible for the provision of the Services on behalf of Supplier following the terms and conditions of the Agreement.

Subcontractors. The Parties may at their own discretion be entitled to engage subcontractors for the performance of Services under the Agreement. Each subcontractor shall be subject to, and the Party shall require the subcontractor to comply with, terms materially the same as the provisions applicable to the Party under this Agreement. Each Party assumes full responsibility for the work performed by its subcontractors.

Control of Services. Subject to what has been agreed in the applicable Work Order, Supplier shall use its own discretion in performing the tasks assigned, including manners, methods and timing of such performance.

3. Personnel

Adequate Personnel. The Parties shall undertake to engage only such personnel who are fully competent and trained for the due fulfillment of their respective duties. Each Party is entitled to replace its personnel assigned for the fulfillment of duties under a Work Order at its own discretion. The other Party shall without delay be informed of any such replacement.

Representatives. Each Party shall appoint a representative authorized to represent the Parties respectively in all matters pertaining to the Agreement. Each Party is entitled to replace its assigned representative for the fulfillment of duties under the Agreement, provided, however, that the Party shall use all reasonable efforts to avoid any such replacement. The other Party shall without delay and in writing be informed of any such replacement.

4. Payment of Fees, Pass-through costs and Expenses

Payment Term. Client will be invoiced for Fees, Pass-through costs and expenses on a monthly basis or project basis at the discretion of Supplier, or as otherwise agreed from time to time between Client and Supplier in each case as provided for in any Work Order. Client shall settle each invoice in full in the currency of the invoice within 30 days of receipt. If a correct and due invoice remains unpaid by Client after a written reminder from Supplier, Supplier is entitled to suspend its activities until the payment is made in full and to charge interest on the invoiced amount.

Pass-through costs and Expenses. Client will be invoiced for Pass-through costs and other documented reasonable work-related expenses. Pass-through costs may include but are not limited to; copying, literature searches, courier

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services, fees for regulatory applications and clinical trial applications. Reasonable work-related expenses include but are not limited to; flights and other reasonable travel expenses, accommodation, meals and refreshments incurred as required in execution of Client work.

Estimates and Assumptions. In the event that Supplier provides a forecast of the likely costs for providing the Services ("**Estimate**") based on certain assumptions ("**Assumptions**") it shall do so in writing in each Work Order on the understanding that:

- (i) Client accepts that such an Estimate shall not be binding;
- (ii) the times and/or costs of such an Estimate are good faith estimates based on Supplier's experience of similar projects;
- (iii) Supplier will, when furnished with additional information and if considered necessary, update such an Estimate when this becomes practicable;
- (iv) Supplier will under all circumstances regardless of such an Estimate invoice for the actual time and expenses for the rendered Services;
- (v) in the event of the Assumptions not being accurate, for whatever reason, such that the expected times and/or costs will increase significantly, Supplier will inform Client of the reasons for such increase and request approval before commencing or continuing the Services. Reasons for Assumptions not being realised include, but are not limited to; Client altering its requirements vis-à-vis the Work Order, Client not making documents available in a timely manner, Client not making documents available in the required format, additional review cycles are introduced, alterations in the regulatory requirements, shortening of the required timescale for provision of the Services, or the Estimate provided by Supplier being inaccurate.

Invoice Issuer. In the event any of Supplier's Affiliates are bound by the obligations of Supplier to Client as a Party to the Work Order or in respect of the Services, such Affiliate shall be entitled to invoice for, and receive the Fee in respect of, the Services covered by that Work Order in the same manner as Supplier following the terms and conditions of the Agreement.

5. Supplier's Obligations

General Obligations. Supplier and Supplier's Affiliates will provide and perform the Services described in each Work Order with the skill, speed and care which Client has reason to expect of a reputable firm in Supplier's field of business.

Safety at Work. If the Services are to be performed by Supplier entirely or partially on the premises of Client, Client shall in writing inform Supplier in advance about all the details of the working conditions and safety regulations that have to be complied with. Supplier undertakes to adhere to these working conditions.

6. Client's Obligations

Agreed Equipment and Personnel. Client agrees to furnish, in good time and at no cost to Supplier, any agreed facilities, personnel, remote access and equipment necessary to facilitate Supplier providing the Services.

Client Resources, Decisions and Information. Client acknowledges that a successful performance of the Services and timely delivery of Deliverables may be conditional upon Client allocating enough skilled resources for the Services as well as making all necessary decisions without delay.

Client shall furthermore ensure that information given by Client is valid, accurate and delivered in due time.

Acceptance. Client shall without undue delay give its acceptance or observations to Supplier's written notice of a performed or provided Service or Deliverable. Client shall not unreasonably withhold acceptance and the Services or Deliverables shall be deemed accepted if Client does not make a written complaint within twenty (20) days from the receipt of a final Deliverable. If a Deliverable is not included in the Services, the Services shall be deemed as accepted if Client has not made a written complaint within twenty (20) days of the performance of the Services.

7. Warranty, Liability and Limitation of Liability

General Warranties. Supplier warrants that:

- (i) the Services will be performed with all reasonable skill and care using suitably qualified and experienced personnel;
- (ii) it shall comply with all statutory, regulatory and similar legislative requirements from time to time applicable to the provision of the Services under the laws of the territory in which the Services are to be performed;
- (iii) it shall use all reasonable commercial endeavours to perform the Services in accordance with any target timelines as set out in any Work Order. Nothing in this Agreement shall imply that time shall be of the essence in relation thereto unless so provided in relation to any task identified as such in any Work Order.

Liability. The foregoing is the full extent of the warranty offered by Supplier. To the maximum extent permitted by applicable law, Supplier excludes any other express or implied warranties with respect to the provision of the Services or any results or outcome of the Services. Without limiting the foregoing, nothing in the Agreement shall imply by Supplier any guarantee as to the outcome of any application made by Client to any competent regulatory authority for product registration or otherwise.

Limitation. Except for claims for unpaid invoices each Party's liability shall be limited to the lesser of EUR 50,000 or the fees for Services paid by Client under the Work Order corresponding to the occurrence of the damage.

Exclusion of Indirect Damage. Neither Party shall be liable to the other for loss of profits, business or revenue, special, indirect or consequential loss, howsoever caused even if foreseeable or in the contemplation of either Party.

Time Bar. Except for actions regarding uncontested invoices, no action, regardless of form, arising out of the Agreement may be brought by either Party more than one (1) year after the reason for such action became known to the claiming Party.

8. Confidentiality

Confidential Information. The Parties acknowledge that Client and Supplier each own valuable trade secrets and other confidential information. Such information may include research, development, products, methods of manufacture, business plans, software code, routines, data, know-how, designs, inventions, clients, finances, and personnel data related to the business or affairs of Client and Supplier and other tangible and intangible items. All such information owned by the Parties is defined as "**Confidential Information**". The foregoing

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notwithstanding, Confidential Information does not include any information that:

- (i) is in the public domain through no fault of the receiving Party;
- (ii) was independently developed as shown by documentation;
- (iii) is disclosed to others without similar restrictions;
- (iv) was already known by the receiving Party;
- (v) which a Party is required to disclose by law, according to a decision rendered by government or public body, or to claim its rights during a dispute between the Parties being resolved in accordance with the dispute resolution mechanism of the Agreement provided that the Party gives the other Party prompt written notice of such requirement prior to such disclosure so that the other Party may reasonably have time to seek a protective order or other appropriate relief; or
- (vi) the disclosing Party permits the receiving Party to disclose.

Agreement Provisions. The provisions of the Agreement shall be considered to be part of the Confidential Information.

Employees. Each Party shall ensure to keep the Confidential Information of the other Party confidential by imposing confidentiality on their respective Employees having access to such information or by taking other reasonable and appropriate steps and each Party shall be responsible for any breach by its Employees of the obligations of confidentiality and non-use set forth herein.

Non-Disclosure. Each Party agrees not to disclose, at any time during or after the term of the Agreement, any Confidential Information of the other Party to any person other than those Employees whose services Supplier requires and who have a need to know such information for the purpose of carrying out the terms of the Agreement. Upon termination of the Agreement and/or either Party's written request, each Party will upon request within ten (10) days destroy or return all Confidential Information that belongs to the other Party. Notwithstanding the above provisions, Supplier may retain one archive copy of the Confidential Information for the purpose of documenting the stipulated Services and in order to fulfil the legal obligation to retain data. Notwithstanding anything to the contrary in this Agreement, the receiving Party shall not be required to destroy any computer files stored securely by it that are created during automatic system back-up.

9. Intellectual Property Rights

Title to Developed IPR. Unless otherwise agreed in writing, all Services provided and all Deliverables developed or prepared are the exclusive property of Client and all title and interest therein shall vest in Client. These rights include, but are not limited to, patent rights, copyright, derivative rights, trade secrets, trademarks and know how.

Suppliers Exclusive Property. Client acknowledges that Supplier possesses its own, databases, methods, tests, techniques, technologies, processes, forms, proposals, documentation and other materials and ideas that are used by Supplier in the performance of all services, all of which have been independently developed without the benefit of any Confidential Information or any other property of Client under this Agreement and which is owned or controlled by Supplier ("Suppliers Exclusive Property"). Client agrees that any Suppliers Exclusive Property as well

as any improvements, alterations or enhancements which are used, improved, modified or further developed solely by Supplier during the performance of this Agreement, which do not use or include any Confidential Information or any other property of Client, under the Agreement shall be and remain the exclusive property of Supplier or its licensors.

10. Non-Solicitation

Each party agrees that for the period commencing on the Effective Date and ending the date that is the later of the one (1) year anniversary of the termination of this Agreement or the completion date of the last outstanding Work Order hereunder, it will not, either alone or in concert with others, directly or indirectly, solicit or respond to an inquiry or solicitation, entice, induce, or encourage any employee or contractor of the other party who was involved in the performance or receipt of Services to leave the employment of or contractor relationship with the other party, or hire any such employee or contractor.

11. Term and Termination

Termination of Agreement. Either Party may terminate the Agreement without any reason by giving written notice to the other Party thirty (30) days prior to the effective date of such termination. Either Party may terminate the Agreement with immediate effect by giving written notice should no Work Order or other written agreement be in effect. Upon termination of this Agreement and/or any Work Order, the Parties shall negotiate in good faith any tasks to be undertaken and the costs associated with the winding down and closing out of the Services. If Client terminates the Agreement, Client will pay all remaining fees (whether invoiced or not) for all outstanding invoices and immediately pay for all Services performed, partially or wholly, and expenses incurred up and until the completion of the close-out Services or the effective termination date, whichever occurs later.

On-going Work Orders. If any Work Order governed by the Agreement is still in effect at the moment of termination of the Agreement, the terms and conditions of the Agreement shall continue to be applicable to such Work Order for the duration of the Work Order. Cancellation of an on-going Work Order by Client is subject to thirty (30) days written notice prior to the effective date of such termination.

Insolvency, Breach of Contract, etc.. Either Party has the right to terminate the Agreement and/or any applicable Work Order if the other Party is in material breach of any obligation hereunder which breach is not remedied within twenty (20) days after receipt by such other Party of notice hereof, or, immediately, if the other Party becomes insolvent, institutes a composition with its creditors, suffers or permits the appointment of a receiver for its business or assets, or is declared bankrupt or insolvent under any bankruptcy or insolvency law.

Survival of Terms. In addition to this paragraph, the provisions of the clauses: *Fees and Expenses* (set out in the Master Service Agreement); *Governing Law and Dispute Resolution* (set out in the Master Service Agreement); *Relationship of Parties*; *Confidentiality*; *Intellectual Property Rights*; *Non-Solicitation*; *Limitation of Liability*; *Exclusion of Indirect Damage*; *Term and Termination*; *Data Protection*; and *Miscellaneous* shall survive the Term (set out in section 4 in the Master Service Agreement) as well as the termination of

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the Agreement. In addition, any provision set out in Appendix 2, Data Processing Agreement which is intended to remain in force on or after the expiry or termination of the Agreement will remain in full force.

12. Dispute Resolution

Arbitration. 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 administered at the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute"). The place of arbitration shall be Stockholm and the arbitration shall be conducted in English language. The Rules for Expedited Arbitrations shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

Court. The Parties are entitled to resort to courts and public authorities in Sweden, England, the United States and any court of competent jurisdiction to make claims for payment for uncontested invoices and to obtain injunctive relief or seizure orders in case of breach of the confidentiality obligations hereunder pending the outcome of the arbitration.

13. Data Protection

As used herein, the term 'Personal Data' shall have the meanings given to them in the General Data Protection Regulation 2016/679 (collectively, with any applicable Member State data protection laws, regulations and secondary legislation, in each case as amended from time to time, the "EU Data Protection Laws").

(i) If a Party proposes the transfer or other sharing of Personal Data in connection with this Agreement, the Parties shall use good-faith efforts (prior to such transfer or other sharing) to determine and document the Parties' respective roles as a data controller, joint data controller, or data processor with respect to such Personal Data, in order to identify and facilitate compliance with their respective obligations under the EU Data Protection Laws.

(ii) To the extent that Supplier will act as a data processor for Client (acting as the data controller) when rendering Services under a particular Work Order, the terms set forth in Appendix 2, Data Processing Agreement, shall apply for such Work Order, attached hereto and incorporated by reference. The Appendix follows the requirements of Article 28 of the General Data Protection Regulation 2016/679 ("GDPR").

14. Miscellaneous

Severability. The invalidity or unenforceability of any provision of the Agreement shall not affect the enforceability of the other provisions of the Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Waiver. Failure by either Party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

Force Majeure. Neither Party shall be liable for delay in performing or failure to perform any of its obligations under the Agreement if the delay or failure results from

events or circumstances outside its reasonable control, e.g. acts of terrorism, errors or defects by a third party, shortage of power, strikes, or war ("force majeure"). Accordingly, any delay or failure due to force majeure shall not constitute a breach and time for performance shall be extended by time equivalent to the length of the delay caused by such event.

Complete Understanding; Modification. The Agreement (including *inter alia* the Work Order(s)) constitute the full and complete understanding and agreement of the Parties relating to the subject matter thereof and supersede all prior understandings and agreements relating to such subject matter. Any waiver, modification, or amendment of any provision of the Agreement shall be effective only if in writing and signed by the Parties. The provisions of these Terms and Conditions shall prevail over any conflicting provisions in a Work Order, acceptance notice or other document unless the Work Order, acceptance notice or other document specifically states otherwise. The provisions in Appendix 2, Data Processing Agreement shall prevail over the Master Service Agreement.

Governing Law. The validity, construction and performance of these Terms and Conditions shall be governed by the laws as specified in the "Governing Law" section of the Master Service Agreement, without giving effect to such choice of law principles that might lead to the application of the laws of some other jurisdiction.

Execution by Fax or PDF. Execution of this Agreement (including *inter alia* the Work Order(s)) by either of the Parties may be evidenced by way of fax transmission or PDF file distributed by electronic means, and such faxed or distributed signature, or photocopy of such faxed or distributed signature, shall be deemed to be the original signature of such Party.



APPENDIX 2, DATA PROCESSING AGREEMENT

Introduction

This Data Processing Agreement ("DPA") forms an integral part of the Master Service Agreement signed by both Parties ("the Agreement").

Appendices

This DPA comprises this main document and the following attachments:

1. [Subappendix 2A, Technical and Organizational Security Measures](#),
2. [Subappendix 2B, Subprocessors](#),
3. Appendix 3, applicable Work Order(s), Processing Details

If the contents of the documents do not concur, the main document takes precedence over the appendices. The appendices take precedence in the above order.

Definitions

In this DPA:

- Definitions from the Agreement shall apply to this DPA, unless stipulated otherwise in this DPA.
- **"Adequate country", "controller", "data subject", "personal data", "process/processing" "processor",** and **"supervisory authority"** will have the same meanings as described in Data Protection Laws;
- **"Data Protection Laws"** means all applicable laws and regulations, including of the European Union, the European Economic Area, their member states and the United Kingdom, applicable to the processing of personal data, including the European Union Regulation (EU) 2016/679 ("**GDPR**") and the GDPR as incorporated into UK law by the Data Protection Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019 ("**UK GDPR**") and UK Data Protection Act 2018, as amended from time to time;
- **"EU Transfer Clauses"** means module 2 of the Standard Contractual Clauses approved by the European Commission Decision of 4 June 2021, as may be amended from time to time, for the transfer of personal data from the European Economic Area ("**EEA**") to a third party country;
- **"UK Transfer Addendum"** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner's Office (Version B1.0, in force as of 21 March 2022), and any subsequent version issued by the United Kingdom; and
- **"Transfer Clauses"** means the EU Transfer Clauses and the UK Transfer Addendum.

Relationship and obligations of the Parties

- 1.1 Status. In respect of the Parties' rights and obligations under this DPA, We are the processor and You are the controller.

- 1.2 Details of the processing. The signed Agreement may include one or several Work Orders, stipulating the applicable data processing details for each Work Order. The type of personal data processed under this DPA and the subject matter, duration, nature and purpose of the processing, and the categories of data subjects are described in such Work Orders and forms a part to this DPA.
- 1.3 Controller obligations. You are solely responsible for obtaining all necessary consents, licences and valid legal bases under Data Protection Laws to allow Us to process Your personal data provided to Us under the Agreement. The Parties warrant they will comply with (and will ensure that any staff and/or subcontractors comply with) Data Protection Laws.
- 1.4 Processor obligations. We will:
- (a) only process personal data in accordance with this DPA and Your instructions, and promptly inform You if any of Your instructions infringe Data Protection Laws;
 - (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by the processing, such as protection against accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, personal data;
 - (c) only allow Our personnel access to personal data as required to perform the services described in the Agreement and ensure personnel are under obligations of confidentiality;
 - (d) promptly notify You of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data in Our possession or under Our control;
 - (e) provide You with reasonable assistance in the event of a security breach and provide You with relevant information in Our possession concerning the security breach;
 - (f) assist You, when reasonably requested, in relation to data protection impact assessments, responses to data subjects' requests to exercise their rights under Data Protection Laws, and engagement with supervisory authorities; and
 - (g) upon the termination or expiration of the Agreement and this DPA, We will return personal data to You upon Your written request. We will not be obligated to delete copies of personal data retained in automated backup copies generated by Us, which We will retain for up to, and delete within 10 years from their creation. These backup copies will remain subject to this DPA and the Agreement until they are destroyed.

Subprocessing

- 2.1 Use of subprocessors. You consent to Our use of subprocessors when processing personal data, a list of which is found in Appendix 2B. We will require Our subprocessors, and any future subprocessors, to comply with terms that are substantially similar to those imposed on Us in this DPA, and We will be liable for any acts, errors or omissions of a subprocessor.
- 2.2 Approvals. We may authorise new subprocessors and will provide You with 30 days' prior written notice of such changes. You may object to any future subprocessor on reasonable data protection grounds within 15 days of notification. You may terminate the Agreement without penalty if We are unable to provide a solution within a reasonable amount of time which is approved by You, such approval not to be unreasonably withheld.
- 2.3 Subcontractors. In addition to the mentioned subprocessors above We may according to the Agreement involve subcontractors, that may process personal data on behalf of Us. We will require such subcontractors to comply with terms that are substantially similar to those imposed on Us in this DPA, and We will be liable for any acts, errors or omissions of such subcontractor.

Audits

- 3.1 Audits and records. We will provide You with information demonstrating Our compliance with processor obligations upon Your reasonable written request. You may exercise Your right of audit under Data Protection Laws by requesting Us to allow for and contribute to audits carried out by You or an independent third party at Your expense.

International personal data transfers

- 4.1 Transfer mechanism. To the extent that We process personal data in any country outside the United Kingdom, the EEA or an adequate country, the Parties agree to comply with the EU Transfer Clauses or the UK Transfer Addendum as applicable, which are incorporated into this DPA by reference. The Party transferring personal data internationally will be the “**data exporter**” and the Party receiving personal data will be the “**data importer**”. The Parties’ signatures on this DPA shall constitute their signatures for purposes of the Transfer Clauses.
- 4.2 Additional measures. If the Transfer Clauses are not sufficient to safeguard the transfer due to applicable surveillance laws, We will implement any additional supplementary, technical, contractual and/or policy measures as may be required to ensure personal data is protected to a standard equivalent to that afforded by Data Protection Laws.
- 4.3 Disclosures. If We become subject to a request from a public authority to access personal data, and provided it is legally possible, We will:
- (a) challenge the request and promptly notify You about it after receiving it;
 - (b) not disclose any personal data without Your consent; and
 - (c) if We are required to disclose personal data, We will only disclose the minimum amount required and keep a record of the disclosure.
- 4.4 Transfer Clauses. The following information is incorporated into the relevant Transfer Clauses for the purposes of their completion:

| Topic | Clause | Required details |
|---------------------------------------|------------------|---|
| EU Transfer Clauses | | |
| Parties’ details | Annex 1 of SCC | Entity and organisational details about the data exporter and data importer are as stated in the Agreement. |
| Processing details | Annex 1 of SCC | As described in the applicable Work Order(s). |
| Governing law | Clause 17 of SCC | As stated in the Agreement. If the governing law does not allow for third party beneficiary rights, the EU Transfer Clauses shall be governed by a different law as agreed between the Parties. |
| Choice of Forum and Jurisdiction | Clause 18 of SCC | As stated in the Agreement. |
| Technical and organisational measures | Annex 2 of SCC | Appendix 2A of this DPA. |
| Supervisory authority | | The Swedish Authority for Privacy Protection. |
| Subprocessors | Annex 3 of SCC | Appendix 2B of this DPA. |

| | | |
|---|---------------------|---|
| | | |
| UK Transfer Addendum | | |
| Parties' details | Table 1 and Table 3 | Entity and organisational details about the data exporter and data importer are as stated in the Agreement. |
| SCCs, Modules and Selected Clauses | Table 2 | As set forth above at "EU Transfer Clauses". |
| Description of Transfer | Table 3 | As described in applicable Work Order(s) . |
| Technical and organisational measures | Table 3 | Appendix 2A of this DPA. |
| List of Subprocessors | Table 3 | Appendix 2B of this DPA. |
| Ending this Addendum when the Approved Addendum Changes | Table 4 | Data exporter or data importer. |

Other important terms

- 5.1 **Liability.** The liability provisions contained within the Agreement apply to this DPA.
- 5.2 **Governing law.** Except as may be applicable to the Transfer Clauses, this DPA shall be governed by the laws governing the Agreement.