

PRENETICS EMEA

Terms and Conditions for the Supply of Services

In these Terms and Conditions, the following definitions apply:

Affiliate means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

Applicable Law means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

Bribery Laws means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;

Conditions/Terms and Conditions means the Supplier's terms and conditions of supply set out in this document;

Confidential Information means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

Contract means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and the Order and including all their respective schedules, attachments, annexures and statements of work;

Control has the meaning given to it in section 1124 of the Corporation Tax Act 2010 OR means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **Controls, Controlled** and **under common Control** shall be construed accordingly;

Customer means the named party in the Contract which has agreed to purchase the Services from the Supplier and whose details are set out in the Order;

Data Protection Laws means, as binding on either party or the Services: the General Data Protection Regulation, Regulation (EU) 2016/679 (**GDPR**); the Data Protection Act 2018; any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Documentation means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Services;

Fees has the meaning set out in clause 3.1.

Force Majeure means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances.

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; to which the relevant party is or may be entitled, and whichever part of the world existing;

IPR Claim has the meaning given in clause 8.2.

Location means the address or addresses for performance of the Services as set out in the Order;

Order means the order for the Services from the Supplier placed by the Customer in substantially the same form as set out in the Schedule 1;

Protected Data means Personal Data related to either party received in connection with the performance of the parties' obligations under the Contract;

Specification means the description or Documentation provided for the Services set out or referred to in the Contract;

Supplier means **PRENETICS EMEA**;

Supplier Personnel means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their subcontractors who are engaged in the performance of the Services from time to time; and

VAT means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

In respect of the Protected Data, the terms "**Controller**"; "**Data Protection Supervisory Authority**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**processing**", "**Processor**", "**Sub-Processor**" shall have the meaning given to it in applicable Data Protection Laws from time to time;

1.1 In these Conditions, unless the context requires otherwise, a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any); (i) any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions; (ii) a reference to a 'party' includes that party's personal representatives, successors and permitted assigns; a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; (iii) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established; (iv) a reference to a gender includes each other gender; (v) words in the singular include the plural and vice versa; (vi) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; (vii) a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email).

2 APPLICATION OF THESE CONDITIONS

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.

2.4 Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to the Contract including these Conditions.

2.5 If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.

2.6 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of the Supplier's written acceptance of the Order; or the Supplier performing the Services or notifying the Customer that they are ready to be performed (as the case may be).

2.7 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

2.8 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.

2.9 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3 FEES AND PAYMENT

3.1 All fees for the Services shall be set out in the applicable Order (the "**Fees**") and shall be exclusive of VAT (or equivalent) and other applicable taxes.

3.2 Upon prior consultation with the Customer, the Supplier may increase the Fees at any time by giving the Customer not less than thirty (30) days' notice in writing.

3.3 The Customer shall pay all undisputed and due Fees in full without deduction or set-off, in cleared funds as nominated by the Supplier in applicable Order.

3.4 Where sums due under these Conditions are not paid in full by the due date the Supplier may, without limiting its other rights, charge interest on such sums at 4 % a year above the base rate of Barclays Bank from time to time in force, and interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

4 DURATION

4.1 The term for the Services shall be set forth in relevant Order, unless terminated by either party in accordance with clause 12 (Termination) of this Contract.

5 PERFORMANCE

5.1 The Services shall be performed by the Supplier at the Location on the date(s), specified in the Order and shall be deemed performed on completion of the performance of the Services as specified in the Order.

5.2 Unless specified and agreed by the parties in applicable Order, the Supplier may perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5.3 Each and all performed Services under this Contract shall be set forth in individual Order: (i) be specified in relevant Order under Schedule 1 of this Condition; (ii) the relevant Customer and Supplier details; (iii) the category, type and quantity of Services performed; (iv) and any special instructions, (v) be sequentially numbered to facilitate identification, (vi) be executed by an authorised representative of each party.

5.4 All Orders shall be hereby incorporated into and covered by the terms of this Contract. In the event of any inconsistencies between an Order and the terms of this Contract, the terms of the Order shall prevail.

5.5 The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.

5.6 The Supplier shall not be liable for: (i) any delay in or failure of performance caused by the Customer's failure to make the Location available; (ii) the Customer's failure to prepare the Location in accordance with the Supplier's instructions; (iii) the Customer's failure to provide the Supplier with adequate instructions for performance or otherwise relating to the Services; (iv) Force Majeure. Section (v) of the Order sets out additional conditions that shall apply to the delivery of the Services.

6 WARRANTY

6.1 The Supplier warrants that, the Services shall: (i) conform in all material respects to their description and the Specification; (ii) be free from material defects; (iii) be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13.

6.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.

6.3 The Supplier gives no warranties and makes no representations in relation to the Services; and shall have no liability for their failure to comply with the warranty in clause 6.1 ,and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

7 ANTI-BRIBERY AND ANTI-SLAVERY

7.1 For the purposes of this clause 6 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

7.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that all of that party's personnel; all others associated with that party; and all of that party's sub-contractors involved in performing the Contract so comply.

7.3 Neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that

7.4 The parties shall comply with the Modern Slavery Act 2015 or any equivalent or locally applicable legislation relating to anti-slavery and human trafficking.

8 INSURANCE AND LIMITATION OF LIABILITY

8.1 During the terms of the Contract or applicable Order, the Supplier shall maintain in force a professional and public liability insurance coverage with minimum combined limit of one million pounds (£1,000,000) per claim.

8.2 In no event shall either party be liable for consequential, indirect or special losses, loss of profit; loss or corruption of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill.

8.3 Notwithstanding any other provision of the Contract the liability of the parties shall not be limited in any way in respect of claims of indemnity, breach of confidentiality, breach of obligations under Data Protection Laws, death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any losses caused by wilful misconduct and any other losses which cannot be excluded or limited by Applicable Law.

8.4 Subject to clause 8.3, the Supplier's aggregate liability to the Customer shall be limited in aggregate to the anticipated amount of fees actually paid by the Customer for corresponding Services under applicable Order.

9 INTELLECTUAL PROPERTY

9.1 Nothing in this Contract will function to transfer any of either Party's Intellectual Property Rights to the other party, and each party will retain an exclusive interest ownership of its Intellectual Property developed before this Contractor developed outside the scope of this Agreement.

9.2 Each party shall indemnify and keep indemnified the other party from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that performance of benefit of the Services infringes the Intellectual Property Rights of any third party (**IPR Claim**),

9.3 The Supplier's obligations under clause 9.1 shall not apply to Services modified or used by the Customer other than in accordance with the Contract or the Supplier's instructions. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or misuse.

10 CONFIDENTIALITY

10.1 The Customer shall keep confidential all Confidential Information of the Supplier and of its Affiliates and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to: (i) any information which was in the public domain at the date of the Contract; (ii) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement; (iii) any information which is independently developed by the Customer without using information supplied by the Supplier or by its Affiliates; (iv) or any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract; (v) except that the provisions of clauses 10.1 to shall not apply to information to which clause 10.4 relates.

10.2 This clause shall remain in force for a period of 5 (five) years from the date of the Contract and, if longer, 3 (three) years after termination of the Contract.

10.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

10.4 To the extent any Confidential Information is Protected Data (as defined in clause 11) such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any of the provisions of clause 11.1.

11 DATA PROTECTION

11.1 The parties agree to comply with all applicable Data Protection Laws in connection with the processing of the other party's Protected Data.

11.2 Nothing in the Contract relieves the parties of any responsibilities or liabilities under any Data Protection Laws.

11.3 The Supplier warrants that to the extent it processed any Protected Data on half of the Customer:

- a) It shall act only on instructions from the Customer, as may be agreed between the parties as set forth under **Annex 1 (Data Processing Agreement)**,
- b) It has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Protected data and against accidental loss or destruction or damage to Protected Data, and
- c) Only transfer Protected Data to countries outside the **European Economic Area** that ensure an **adequate level of protection for the rights of the data subject** after written authorisation by the Customer which may be granted subject to conditions when deemed necessary.

12 TERMINATION

12.1 Each party may terminate the Contract or any applicable Order at any time by giving notice in writing to the other party if one party: (i) commits a material breach of Contract and such breach is not remediable; (ii) commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 10 days of receiving written notice of such breach; (iii) has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after given notification that the payment is overdue; or (iv) any consent, licence or authorisation held by the party is revoked or modified such that the party is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

12.2 Each party may terminate the Contract or any relevant Order at any time by giving notice in writing to the other party if the party (i) stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; (ii) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if either party reasonably believes that to be the case; (iii) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986; (iv) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income; (v) has a resolution passed for its winding up; (vi) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it; (vii) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; (viii) is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced.

12.3 Each party may terminate the Contract or relevant Order any time for convenience by giving not less than 30 days' notice in writing to the other party.

12.4 Termination or expiry of the Contract or relevant Order shall not affect any accrued rights and liabilities of the parties at any time up to the date of termination.

13 GENERAL

13.1 **Notices:** Any notice or other communication given by a party under these Conditions shall be in writing and in English; be signed by, or on behalf of, the party giving it (except for notices sent by email); and be sent to the relevant party at the address set out in the Contract.

13.2 **Entire agreement:** The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Nothing in these Conditions purports to limit or exclude any liability for fraud.

13.3 Variation: No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

13.4 Assignment: The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed OR which it may withhold or delay at its absolute discretion.

13.5 No partnership or agency: The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

13.6 Severance: If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

13.7 Waiver: No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

13.8 Conflicts within contract: If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Order the terms of the Conditions and shall prevail to the extent of the conflict.

13.9 Third party rights: Except as expressly provided for in clause 13.9, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

13.10 Force majeure: Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event **continues for a continuous period of more than 7 days, the party not affected OR either party may terminate the Contract by written notice to the other party.**

14 Governing law and Jurisdiction

14.1 The Contract and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the English courts will have exclusive jurisdiction.

SCHEDULE 1**ORDER FORM Number 1
(Service specific provisions)**

This Order Form 1 dated 18th June 2021 (this "**Order Form**") sets forth the key terms and information regarding the Services to be provided to the Customer by the Supplier pursuant to the **Terms and Conditions for the Supply of Services Agreement** (the "**Contract**") executed by the parties and dated, which agreement is hereby incorporated by reference in its entirety. In the event of any inconsistencies between the terms of this Order and the Contract, the terms of this Order Form shall prevail. All other terms of the Contract shall remain in full force and effect. All capitalised terms in this Order Form shall have the same meaning as they do in the Contract unless otherwise stated or the context requires otherwise.

The Supplier shall not be obliged to provide any element of the Services until such time that the fully executed Order Form has been received by the Supplier. If the Supplier, in its discretion commences supplying the Services prior to the executed Order Form being provided the Services shall be deemed to be provided in accordance with this document consisting of the Order Form and the Terms and Conditions for the Supply of Services Agreement (together the "**Contract**") unless an Order Form and/or Terms and Conditions for the Supply of Services Agreement is executed by the parties that varies from this document.

Customer: Care Quality Commission

Contact:

Supplier: PRENETICS EMEA, a company registered in England with company number 08834823, whose registered office is at Unit 2, Orpington Business Park, Faraday Way, Orpington, BR5 3QW.

I. Services:

Reference	Services	Description
	Test kits and lab services	RT-PCR lab-based COVID-19 nucleic acid testing
	Delivery of test kits to central location	Bulk delivery of test kit sto central location
	Postage-paid Royal Mail tracked 24 return envelopes	To return samples to Prenetics' partner lab, using prepaid, addressed envelope via Royal Mail priority post boxes
	Secure result delivery	Via both Prenetics results app (individuals) and central admin dashboard (oversight)
	Reporting	Access to dashboard and reports can be configured to allow presentation of anonymised, aggregate data, as needed or reporting requirements

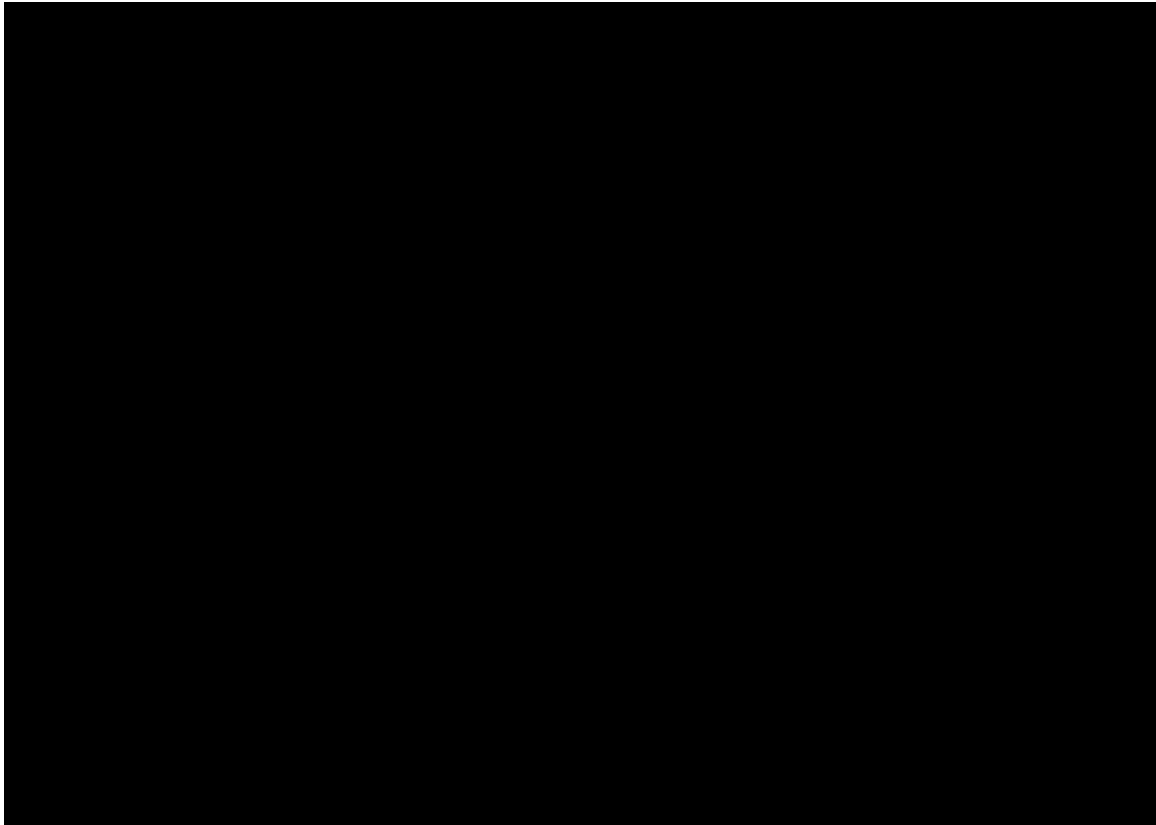
Any changes to the Services requested by the Customer shall be dealt with under clause V of this Work Order.

II. Fees (disruption of fees, payment terms, invoicing, or additional expenses):

a. Fees for this project agreed as:



b. Fees for additional projects or services outside of the scope of this project to be charged against the rate card below:



The Supplier reserves the ability to amend, vary or expand the Rate Card to reflect any changes to the Customer's requirement for Services or the aspects of the delivery of the Services or any Changes to the Services affected by the Change Procedure set out in section V of this Order. In particular, the Rate Card sets out a cap on the number of Home Collections in a particular week. For the avoidance of doubt, the rates in the Rate Card shall only apply where this cap is not exceeded and any requests by the Customer to exceed that cap will be dealt with under clause V of this Order.

Invoices will be payable within thirty (30) days of the date of the invoice.

III. Location: Test kits to be supplied in bulk to the following address:

**Care Quality Commission
City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA**

IV. Performance dates/periods:

Term of Services: From 18th June 2021 until the completion of the testing process for the 500 kits supplied unless extended or terminated earlier by either party in accordance with the Contract.

V. Any additional Conditions:

Change Procedure :-The Customer acknowledges that the Customer is to provide a Confirmed Booking Notice in accordance with the Conditions set out below. If the Customer wishes to change any aspect of the Service set out in the Confirmed Booking Notice they shall provide the required notice as set out in the Conditions below (a "Change"). The Supplier shall promptly notify the Customer as to the change in the Fees and likely timescales involved in making such Change by reference to the Conditions below . If the Customer confirms in writing the change in the Fees is accepted the Supplier shall implement such Change in accordance with the timetable requested by the Customer. Required notice of a Change shall be determined by reference to the table below setting out certain time limits for certain changes. The change in the Fees shall also be by reference to the additional charges stated in the table below.

If the Customer fails to provide the required notice or if the Fees or timescale for additional or varied services cannot be agreed in good faith, the Supplier shall not be obliged to carry out the Change. For the avoidance of doubt where the Customer requests that the Supplier provide any aspect of the Services in a shorter timescale than expressly stated in this Order Form it shall be at the Supplier's discretion as to whether to comply with that request and any failure to comply shall not constitute a breach of this Contract.

Without prejudice to the generality of the foregoing, the Customer acknowledges that the following timescales apply to the specific aspects of the Services. Further that the following timescales and Fees shall apply to the stated Changes to the Services unless a different timescale and Fees shall be agreed for the change under the Changes procedure stated above.

Condition

Consequential Condition

<p>The Customer acknowledges that it is a fundamental precondition of the Supplier undertaking testing of participant(s) that the Customer provides not less than 2 business days written notice of the confirmed testing session ("Confirmed Booking Notice"). Further that the Customer provides details of courier collection times and required routes for any second collection not less than 1 clear business day before the courier collection.</p>	<p>Supplier shall, in its unilateral discretion, use reasonable endeavours to support testing sessions where a Confirmed Booking Notice has been provided with less than 2 business days notice of the proposed session however in the event that Supplier does comply with this request the Supplier's charges will be subject to a 50% fee uplift due to additional costs incurred in complying with the request.</p>
<p>The Customer acknowledges that it is a fundamental pre-condition of the Supplier undertaking testing that the Customer provides, in the Confirmed Booking Notice, all required participant data (such data to be in line with local reporting requirements and as specified by Supplier including the participants full names) with the participant testing lists referred to above no later than 2 business days prior to the scheduled collection of the tests. For the avoidance of doubt this protocol shall apply to all testing regardless of location, including home tests.</p>	

<p>The Confirmed Booking Notice for home tests shall include the participants full physical address.</p>	
<p>The Customer shall be entitled to amend the list of participants in the Confirmed Booking Notice for group tests up to one clear business day before the scheduled testing session provided all required data is provided for any additional participants.</p>	<p>Supplier shall, in its unilateral discretion, use reasonable endeavours to support additions to participant lists requested on less than one clear business days notice however the Supplier may request a variation to the Supplier's Fees consequential on that request which shall include a late notice surcharge of £150.</p>
<p>If the Customer seeks to cancel any aspect of the Services on the same day as the service was to be provided OR within 12 hours of the intended time of commencement of the delivery of the service then the service will be charged in full together with a late notice surcharge of £150 due to the disruption to other services to be provided by the Supplier.</p>	
<p>If the Customer seeks to cancel any aspect of the service within 24 – 48 hours prior to the delivery of the service the Supplier will be entitled to charge 50% of the relevant Fee for the aspect of the service that has been cancelled together with a late notice surcharge of £150 due to the disruption to other services to be provided by the Supplier.</p>	

In the event that any aspect of the service is to be rescheduled within 48 hours of the original time for delivery of the service then changes to the Fees to be agreed under the Change Procedure above shall include a late notice surcharge of £150 when this change request can be supported	
The Customer expressly acknowledges that the Supplier's charges and Service levels are dependent on the Customer requiring no more than 10 home collections on any one particular day and that no more than 25 home collections can be serviced in one week for the Customer.	
If the Customer determines that they require the Supplier to sub-contract any key aspect of the Services (including but not limited to processing failed samples and positives results management) the timescales and change in Charges shall be dealt with under the Change Procedure including the right of the Supplier to charge a management fee of 10% of the value of the sub-contracted services. The Customer shall use best endeavours to assist the Supplier in engaging the sub-contractor on terms that are compatible with the Supplier's terms for delivery of the Services under this Contract.	
The Conditions in this section regarding cancelling any aspect of the Services also apply where the Customer no longer has a need for those Services. The express consent of the Supplier in writing is required if the Customer wishes to have conduct of any aspect of the Services themselves or to contract those aspects with a third party to replace the Supplier. If the Supplier does consent to this change the timescales and change in Charges shall be dealt with under the Change Procedure above, including the right of the Supplier to charge a management fee of 10% if it has to supervise the Customer or a third parties staff.	
If the Customer wishes to change the location or any material aspect of the on site collections the effect on timescales and Charges shall be dealt with under the Change Procedure save that the Customer acknowledges that the Supplier will need to obtain the approval of it's scientific advisory board before agreeing to any such changes.	
The Customer acknowledges that the service level for reporting of test results shall be that on average there shall be no more than 24 Hours from a test arriving at lab to the Customer being notified of a positive result. The average shall be calculated by	

reference to the turnaround time of all tests undertaken by the Supplier for the Customer.	
The Customer accepts that in order to protect the Supplier's Confidential Information as defined in the Terms and Conditions and the Supplier's legitimate business interests the Customer shall not, during the term of this Contract and for a period of twelve (12) months following expiry or termination of this Contract solicit the employees or consultants of the Supplier or the Supplier's subcontractors which the Customer has had dealings with as part of the Services under this Contract.	

[Redacted]

DocuSigned by:

[Redacted]

ANNEX 1

DATA PROCESSING AGREEMENT

(1) (“**Customer**”); and

(2) **PRENETICS EMEA** a company incorporated and registered in England & Wales (company number 08834823) which has its registered office at Unit 2, Orpington Business Park, Faraday Way, Orpington, BR5 3QW (“**Supplier**”),

each a (“party”) and together (the “parties”).

This Data Processing Agreement (the “**Data Processing Agreement**”) sets out the terms agreed between the Customer and the Supplier for the processing of data relating to the provision of COVID-19 testing services.

1. Definitions

1.1 In this Data Processing Agreement, the following terms have the meanings set out below:

“**Authorised Sub-processors**” shall have the meaning as is set out in paragraph 4.3 below;

“**Data Protection Laws**” means any applicable legislation protecting the personal data of natural persons, including in particular the General Data Protection Regulation (EU) 2016/679 (GDPR) and UK Data Protection Act 2018 (as amended and superseded from time to time), together with all applicable laws, rules, regulations, regulatory guidance and regulatory requirements in relation to data protection and/or data privacy from time to time;

“**Data Subject Request**” means a request from a Data Subject to exercise any right under the Data Protection Laws; and

“**Services**” means the testing solution and all other services which are provided by Supplier to **Customer** in connection with allowing **Testing Subject** to return to work includes the testing of **individuals, staff and/or other personnel as indicated by the Customer** in accordance with the agreement between Supplier and the Customer dated **18th June 2021** (the “**Contract**”).

1.2 In this Data Processing Agreement: Controller, Data Subject, Personal Data, Personal Data Breach, Processor, Process/Processing and Supervisory Authority shall have the same meaning as is set out in the GDPR and in the other Data Protection Laws as and where applicable.

1.3 Each party shall comply with its obligations hereunder at its own cost and expense.

2. Scope

2.1 Supplier has specialist skill and expertise in providing genetic testing, technology and health related testing services.

2.2 The Customer has due to unprecedented circumstances identified an immediate need in the provision of a WHO-recommended RT-PCR testing Services to enable the Organisation and its personnel (Testing Subject) to be tested and diagnosed for COVID-19 in connection with the return to work.

2.3 Accordingly, Supplier has agreed to provide the Services and the parties hereunder have entered this Data Processing Agreement in connection therewith.

3. Description of Personal Data Processing

3.1 The Customer hereby appoints Supplier as Processor in relation to the Processing of certain Personal Data, as further described in paragraph 3.2 below, under or in connection with the Services and the parties agree to act in accordance with their respective obligations under this Data Processing Agreement.

3.2 Annex A to this Data Processing Agreement sets out the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subject as required by Article 28(3) of the GDPR or equivalent provisions of any other Data Protection Laws. The Customer reserves the right to amend this paragraph and/or Annex A to this Data Processing Agreement at any time during the Term by written notice to Supplier including if necessary to comply with any legal requirement or guidance from a Supervisory Authority, or if required to take account of any changes to the Processing of Personal Data pursuant to this Data Processing Agreement or the Services.

4. Data Processing Terms

4.1 In the course of providing the Services, Supplier shall observe all its obligations under the Data Protection Laws which arise in connection with the provision of the Services.

4.2 Where Supplier Processes Personal Data for the Customer as a Processor, it shall:

4.2.1 Process the Personal Data solely on the documented instructions of the Customer, for the purposes of providing the Services (unless required by law to act without such instructions, in which case Supplier shall, except where prohibited by law from doing so, inform the Customer of that legal requirement before Processing);

4.2.2 Process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services, as described in Annex A to this Data Processing Agreement and shall not transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than the Customer (on an aggregated basis in accordance with the Agreement) or as instructed or permitted under paragraph 4.2;

4.2.3 without prejudice to any other security standards agreed upon by the parties, Supplier shall implement appropriate technical and organisational measures to ensure a level of security of the Personal Data appropriate to the risk and shall take all measures required pursuant to Article 32 of the GDPR. In assessing the appropriate level of security, Supplier shall take account in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed. Technical and organisational measures shall include, in any case, reasonable measures to protect the Personal Data against accidental or unlawful destruction, accidental loss or alteration, unauthorized or unlawful storage, processing, access or disclosure;

4.2.4 Supplier guarantees that it shall treat all Personal Data as strictly confidential and that it shall inform all its employees, agents, contractors and the Authorized Sub-processors engaged in processing the Personal Data of the confidential nature of such Personal Data. Supplier shall take reasonable steps to ensure the reliability of any employee, agent, contractor and Authorized Sub-processor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those persons who need to access the relevant Personal Data, as strictly necessary for the purposes set out in paragraph 4.2 in the context of that person's duties to and/or activities for Supplier. Supplier shall ensure that all such persons are subject to appropriate confidentiality undertakings;

- 4.2.5 not permit any third party to Process the Personal Data without the prior written consent of the Customer such consent to be subject to Supplier meeting the conditions set out in Article 28 (2) and (4) of the GDPR;
- 4.2.6 notify the Customer without any undue delay and in any event, within twenty-four (24) hours of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a Supervisory Authority) relating to either party's obligations under the Data Protection Laws in respect of the Personal Data, including Data Subject Requests and complaints made in respect of Personal Data;
- 4.2.7 notify the Customer without undue delay and in any event, within twenty-four (24) hours upon becoming aware of or reasonably suspecting any Personal Data Breach, such notice to include all information set out in paragraph below and as reasonably required by the Customer to comply with its obligations under the Data Protection Laws. For the sake of clarity, the Customer shall decide in its sole discretion whether to notify any third parties or Data Subjects of any Personal Data Breach and the contents of any such notification(s);
- 4.2.8 upon request, provide reasonable assistance to the Customer with any data protection impact assessments, including those which are required under Article 35 of the GDPR, and with any prior consultations to any Supervisory Authority of the Customer, including those which are required under Article 36 of the GDPR, in each case in relation to Processing of Personal Data by Supplier on behalf of the Customer and taking into account the nature of the Processing and information available to Supplier;
- 4.2.9 permit the Customer, the Customer's auditors or a Supervisory Authority, to inspect and audit the facilities and systems used by Supplier to Process the Personal Data, the technical and organisational measures used by Supplier to ensure the security of the Personal Data and any and all records maintained to by Supplier relating to that Processing;
- 4.2.10 provide any assistance and co-operation as is reasonably requested by the Customer in relation to: (i) any communication received under paragraph 4.2 above, as well as any similar communication received by the Customer directly; (ii) any actual or suspected Personal Data Breach, including by taking any appropriate technical and organisational measures reasonably requested by the Customer; and (iii) compliance with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of Personal Data or this Data Processing Agreement; in each case such assistance and co-operation shall include the provision of all information requested by the Customer within any reasonable timescale specified by the Customer, including full details and copies of any complaint, communication or request and any Personal Data held in relation to a Data Subject;
- 4.2.11 not under any circumstances transfer or permit the transfer of Personal Data (Processed by Supplier as Processor on behalf of the Customer) outside the UK or EEA unless authorised in writing by the Customer to do so; and
- 4.2.12 cease Processing the Personal Data immediately upon the expiry or termination for any reason of this Data Processing Agreement, or sooner if reasonably requested by the Customer, and at the latest within thirty (30) days of such expiration, termination or the Customer's request, Supplier shall securely destroy or return to the Customer, at the Customer's discretion and instruction, any/all Personal Data in its possession or under its control (including any/all Personal Data Processed by any Authorised Sub-processor of Supplier) and Supplier shall certify in writing that this provision has been complied with in full. If Supplier is required by UK, EU or Member State law or regulation to retain any Personal Data or Process Personal Data (other than on the Customer's written instructions and in accordance with this Data Processing Agreement), Supplier shall provide prior written notice to the

Customer of such legal/regulatory requirement and keep such Personal Data confidential, continue to Process it in accordance with this Data Processing Agreement and shall not Process it further than required for compliance with such legal/regulatory requirements.

- 4.3 The Customer hereby authorises the Supplier to subcontract the processing of the Personal Data to the authorized sub-processors set out in Annex B (Authorised Sub-processors) which may be updated from time to time with the prior written agreement of the Customer. Each Authorized Sub-processor shall be subject to contractual terms between the Supplier and the Authorized Sub-processor which shall be no less protective than those set out in this Data Processing Agreement. Further to paragraph 4.2.5 above, the Supplier shall not subcontract the processing of the Personal Data to any person other than the Authorized Sub-processor.
- 4.4 The parties agreed that any notification referred to in paragraph 4.2.7 above shall as a minimum describe:
- 4.4.1 the nature of the actual or suspected Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
- 4.4.2 the likely consequences of the actual or suspected Personal Data Breach; and
- 4.4.3 the measures taken or proposed to be taken to address the actual or suspected Personal Data Breach.
- 4.5 Supplier shall fully cooperate with the Customer in the investigation, mitigation and remediation of each actual or suspected Personal Data Breach, in order to enable the Customer to: (i) perform a thorough investigation into the actual or suspected Personal Data Breach; and (ii) formulate a correct response and take suitable further steps in respect of the actual or suspected Personal Data Breach in order to meet any requirement under the Data Protection Laws.

5. Governing Law and Jurisdiction

This Data Processing Agreement and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales. Each party hereby submits to the exclusive jurisdiction of the courts of England and Wales over any dispute arising out of or in connection with this Data Processing Agreement.

[REDACTED]

[REDACTED]

ANNEX A

DESCRIPTION OF PROCESSING FOR PROCESSORS

This Annex A includes certain details of the processing of Personal Data as required by Article 28(3) GDPR.

1. *Subject matter, duration and purposes of the processing of Personal Data*

1a. Subject matter of the processing:

The collection and processing of identity and testing data of the Customer by Supplier in connection with the Services.

1b. Duration of the processing:

The term of the Contract or applicable Order Form and shall continue until completion of the relevant Order, unless terminated by either party in accordance with clause 12 (Termination) of the Contract.

1c. Purpose of the processing:

The performance of the Services being those listed in the applicable Order form under Schedule 1 together with the Deliverables.

2. *The categories of data subject to whom the Personal Data relates*

Staff and/or other personnel of the Customer.

3. *The types of Personal Data to be processed*

Identification data: names; roles; physical addresses; image, email address and other contact details.

Testing data: deep nose and throat sample, test result.

Annex B

Authorised Sub-processors

Amazon Web Services UK Limited (Co.no 08650665)

The Doctor's Laboratory Limited (Co.no. 02201998)

Medical Screening Solutions Limited (Co.no 08811416)

Ashlee Healthcare Limited (Co.no 07585403)

Independent Clinical Services Limited T/A Thornbury Nursing Services (Co.no 04768329)

IDna Genetics Limited T/A Anglia DNA (United Kingdom company registration No. 05061695)

ExaVault Inc