



Equipment Rental and Consumables Purchase Quote

██████████
Procurement Category Lead
Public Health England
61 Colindale Avenue
London
NW9 5EQ

Quote number: UKDXQ202003349
Date: 24th June 2020
Prepared by: ██████████
Telephone: ██████████
E-mail: ██████████

Delivery address

Public Health England & Clinical Microbiology
Addenbrookes Hospital
Hills Road
Cambridge
CB2 0QW

Dear ██████████

We are pleased to offer you the following quotation for rental of Panther systems for period of 12 months (9+3). This is a rental quotation only. There are no consumables within this quotation.

Equipment Rental

Product Code	Description	Quantity	Term 9 + 3 month		Rental Price per Quarter / annum
			Start date	End date	
303095	Panther NAAT system	SN2090002493	01/06/2020	31/05/2021	██████████ ██████████
Service	This includes a Fully Comprehensive Service Contract for the Term of the agreement				

This option includes:

- On-Site technical support during Hologic standard service business hours

The Fully Comprehensive Service Contract includes the following:

- All Service Labour, Travel, and Parts Costs
- Engineer on-site the next business day after an emergency call
- Unlimited Application support by Hologic Commercial Solution Specialists
- Unlimited Technical phone support via our Hologic Plus Technical Support department
- One Preventive Maintenance Visit per year of Service Contract
- Technical Service performed exclusively by official Hologic Service professionals

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v. 29-08-2019

Customer Name: Public Health England

Quote Number: UKDXQ202003349

Consumables Purchase

This is a rental only contract

Additional conditions

This quote and the pricing contained herein is valid for **30** days from date of issue

The 3-month extension will automatically trigger unless 1-month prior notice is provided by PHE to terminate at 9-month period.

Please send your Purchase Orders by email to emailordersuk@hologic.com with reference to this Quotation Number UKDXQ202003349.

To confirm acceptance of this quotation and the terms and conditions stated, please send a signed copy of this quotation by email to [REDACTED] and provide us an original signed copy for our records.

Kind regards,

[REDACTED]

[REDACTED]

[REDACTED]

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Equipment Rental and Consumables Purchase Terms and Conditions

1. During the term Hologic agrees to rent to Customer the equipment (the "Equipment") as set forth in the quote. Customer also agrees to purchase the consumables during the term for the offer prices as set forth in the quote. Customer's consumables purchases must be equal to or exceed the Annual Volume Commitment. The offer prices are based on the agreed upon Annual Volume Commitment. If during the term, the Annual Volume Commitment is not met, Hologic may adjust the rental price and the prices of the consumables.
2. Hologic will make the listed equipment available on or about the start of the rental term as set forth in the schedule. Customer shall provide space and operating environment for the equipment. Customer will not move the equipment and it shall make no alterations, modifications or attachments without Hologic's permission.
3. Title to the equipment shall at all times remain with Hologic. Customer will at its own expense, protect and defend Hologic's title to and ownership of the equipment against all claims, encumbrances, liens, and legal processes of Customer's creditors and any other person, and will at its own expense, keep such title free and clear from all such claims, encumbrances, liens, and legal processes. Customer will also bear all risk of loss, destruction and damage to the equipment during the Term, and will maintain in full force and effect all-risk extended coverage and comprehensive general liability insurance covering the equipment for its full replacement value, and payable to Hologic. Hologic reserves itself the right to repossess the equipment in case customers defaults on its contractual obligations, without limiting any other remedies available to Hologic.
4. If services are included the following is applicable: Hologic shall provide to Customer during the term hereof, the services listed in the quote (the "Routine Service"). Any additional service not specifically covered under this agreement shall be at Hologic's option and shall be paid for by Customer at Hologic's then current hourly rate for service and its then current rate for parts. As of the effective date of this Agreement (the "Start Date"), the Customer warrants that the Product(s) shall be in good working condition with all specified routine maintenance performed in conformity with the specifications in the applicable Operator's Manual. Hologic reserves the right to inspect any Product prior to the Start Date and may require Product to be returned to proper operating condition, at the customer's expense, before accepting it for service under this agreement. Customer agrees to make Product(s) available to Hologic at mutually acceptable prearranged times in order for Hologic to perform the Routine Service. The Routine Service does not include the following: (1) service or parts which are needed as a result of Customer's negligence, misuse, theft, environmental factors, unauthorized modifications or accessory items not meeting Hologic's specifications, or any other cause beyond Hologic's control, including floods, fires, acts of God or any other contingencies or acts not within the sole control of Hologic; (2) replacement of Product supplies, including but not limited to waste bottles, filter caps, o-rings, tubing and other consumables (3) reconditioning or refurbishment of instruments covered by this agreement and (4) relocation of its products.
5. Upon expiration or termination of this Agreement, Customer shall promptly make available the equipment. Customer will provide access to location of the equipment for de-installation, packing and removal.
6. All prices quoted are exclusive of VAT.
7. Hologic Standard terms and conditions (below) apply.

Hologic Ltd. ("Hologic") Standard Terms and Conditions

These Hologic Standard Sales and Service Terms and Conditions ("Terms") apply to the sale or use, including loans and rentals, of Hologic equipment ("Equipment") and supplies ("Supplies") (Equipment, Supplies, and any included software, collectively referred to as "Product" or "Products") and/or the provision of services of Products ("Service" or "Services") between Hologic, its subsidiaries and affiliates, and Customer (each a "Party" and together the "Parties"). "Customers" means any person, firm or company receiving a quotation or placing an order for any Products. The Parties, intending to be legally bound, agree as follows:

1. **Agreement.** These Terms, along with the attached Hologic quote(s) ("Hologic Quote") Hologic purchase documents, service documents and any documents executed by the Parties, constitute the complete and entire agreement between Hologic and Customer (collectively referred to herein as the "Agreement"). To the extent that there is a conflict between the Terms, the applicable Hologic Quote or Hologic purchase or service documents, the provisions of the Hologic Quote or Hologic purchasing or service documents shall take precedence. The Agreement constitutes the entire agreement between the Parties relating to the subject matter covered and supersedes and replaces all other quotations, agreements, understandings, proposals, warranties and representations (whether written or oral) between the Parties with respect to such matters. Any Customer documentation (including Customer's purchase order terms and conditions) that conflicts with or attempts to modify the Agreement in any way is hereby rejected and of no effect unless specifically agreed to in writing and signed by the Parties. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to entering into the Agreement except as expressly stated in the Agreement. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into the Agreement (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other Party's ability to perform its obligations under the Agreement) and that Party's only remedy shall be for breach of contract as provided in the Agreement.
2. **Hologic Quote.** A quote by Hologic is valid for 30 days and does not constitute an offer. Hologic may withdraw or revise any quote at any time prior to Hologic's acceptance of Customer's order. The Agreement shall be formed on Hologic's written acceptance of Customer's Order. No order which has been accepted by Hologic may be cancelled or varied by Customer except with the written agreement of Hologic and on terms that shall indemnify Hologic in full against any loss, costs (including legal costs), damages, charges and expenses suffered or incurred by Hologic as a result of that cancellation or variation.
3. **Product and Service Specifications.** Hologic reserves the right to make any changes in the specifications of Products or Services which are required to conform with any safety and/or legal requirement.
4. **Prices.** Prices, fees and charges for Products and Services do not include any Value Added Tax and any other applicable taxes or duty charges. The price payable for the Products and/or Services is as set out in the relevant Hologic Quote, Hologic Purchase, Service

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document, or other document. If no premises are specified, prices are based on delivery EXW, Hologic's US factory, INCOTERMS® 2010. Unless price protection is explicitly agreed to by Hologic in writing, Hologic reserves the right to increase prices on thirty (30) days' written notice to Customer.

5. **Payment.** Hologic shall be entitled to invoice Customer for the price of any Products, together with any transport, packaging, and insurance charges, on or at any time after Shipment of the Products. For the provision of Services, Hologic shall be entitled to invoice Customer for the price of any Service on or at any time after commencement of the relevant Services, unless otherwise stated in the relevant Service document.. Unless otherwise agreed to in writing by Hologic, Customer shall pay invoices within thirty (30) days from the invoice date. All amounts due from Customer under the Agreement shall be paid in full without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise. If Customer fails to make payment on the due date under any Agreement, without prejudice to any other right or remedy available to Hologic, Hologic shall (at its option) be entitled: charge interests on all overdue amounts at an interest equal to the statutory interest rate (amended and supplemented Late Payment of Commercial Debts (Interest) Act 1998), as well as suspend performance of any Agreement until payment is made in full or terminate any Agreement immediately by written notice. Hologic shall not be obligated to deliver any Product or perform any Service during any period when Customer payment is overdue. Customer shall be responsible for all costs (including reasonable legal expenses) incurred by Hologic to collect overdue payments and/or to take possession or otherwise dispose of Products for which payment is overdue.

6. **Product Delivery.** Unless otherwise agreed to in writing by Hologic, all Products will be shipped EXW Hologic's premises, INCOTERMS® 2010 ("Delivery") to the Customer's premises specified in Customer's order. Hologic will use reasonable efforts to meet an estimated delivery date or performance date(s)/time(s) but shall not be liable for failure to do so.

7. **Service Performance.** Services will be carried out in a competent and professional manner and with all reasonable skill and care. Services will be provided according to the Hologic Quote, the Hologic Service documents or separate description of the Services agreed with the Customer, including the definitions-description of the interventions (eligibility, coverage, service requests, support, parts, records etc.) as well as specific exclusions regarding Service that cannot be delivered-provided or are to be invoiced-agreed separately, and specific duties of Hologic and/or the Customer.

8. **Installation.** Unless otherwise specifically agreed, installation or service shall be complete and acceptance shall occur upon Hologic's demonstration that the Products or Service meet Hologic's then-current specifications ("Installation"). Hologic's delivery and installation and servicing responsibilities are subject to Customer cooperating in preparing and maintaining the agreed location including all electrical and other connections and all environmental conditions in compliance with Hologic specifications and all applicable regulations. If Customer fails to accept Delivery on the estimated delivery date, Customer shall immediately pay the full purchase price as if Delivery and Installation had occurred, and if Hologic decides to store ordered Products, Customer shall be responsible for Hologic's reasonable insurance, handling and storage charges. If Hologic decides not to store ordered Products, it is hereby authorised to arrange shipment and storage in a warehouse at Customer's sole risk and expense.

9. **Delay of Performance.** In the event that either Party is prevented from or delayed in performing its obligations under the Agreement due to an event beyond its reasonable control ("force majeure"), including but not limited to, civil insurrection, terrorism, fire, flood, labour disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of that Party, the affected Party shall not be liable for any delay in performing or failure to perform its obligations under the Agreement, for the period of force majeure. Without limitation to the foregoing, Hologic reserves the right during any period where, as a result of a force majeure event, it has insufficient stocks or service capabilities to meet all its customer commitments to (a) make Supplies available to Customer (as it sees fit) without any liability to Customer, and (b) to make substitutions and modifications in the specification of any Products or Service, provided such substitutions or modifications do not materially affect the performance of Products or Service.

10. **Product Warranties.** Subject to the remainder of this clause, Hologic warrants that Products will be free from defects in material and workmanship for a period of 12 months from the date of delivery ("Warranty Period"). Hologic shall be under no liability: (i) in respect of any defect in Products arising from fair wear and tear, neglect, failure to follow Hologic's instructions, misuse (including, without limitation, use of unauthorised supplies, performance of improper or inadequate maintenance by Customer or any third party, installation of software not supplied by Hologic, improper use or connection to incompatible equipment, unauthorised modifications to Products and external causes such as power failure) or improper alteration or repair of Products; (ii) if Customer fails to notify any claim in respect of any defective Products which is based on a breach of the warranty within 10 working days after the discovery of the breach. Where any valid claim in respect of Products which is based on a breach of the warranty above is notified to Hologic, Hologic shall, at its option, repair or replace any defective Product (or the part in question) free of charge but Hologic shall have no further liability to Customer. The warranty in clause shall apply to any replaced or repaired Products for the unexpired term of the Warranty Period. Save as expressly stated in this clause, and to the fullest extent permitted by applicable law, all terms, conditions, warranties and representations express or implied in relation to Products are hereby excluded.

11. **Liability.** Nothing in the Agreement shall exclude Hologic's liability to the extent that this liability may not be excluded or limited as a matter of law. Hologic shall not be liable for any of the following losses or damage (whether such losses or damage were foreseeable, foreseeable, known or otherwise): loss of revenue; loss of actual or anticipated profits; loss of the use of money; loss of anticipated savings; loss of business; loss of or damage to or corruption of data; loss of opportunity; loss of goodwill; loss of reputation; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in this clause), whether arising in contract, tort (including negligence) or otherwise. Save as provided elsewhere in this clause, Hologic's maximum aggregate liability arising out of or in connection with the Agreement, whether arising in contract, tort (including negligence), or otherwise, shall in no event exceed 125% of the total price payable by Customer for Products and/or the Services under the Agreement.

12. **Governmental Authorisations.** Customer is responsible for compliance with and costs associated with all required licences, certificates, permits, or other governmental authorisations, needed for Customer to use the Product(s) and/or Services, and any export or

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import licence, exchange permit, or the like required to deliver any Product(s) to Customer's location ("Licences") even if applied for by Hologic on Customer's behalf. Hologic will not be liable to Customer in the event that any authorisation is delayed, denied, revoked, restricted or not renewed, and Customer will not be relieved of its obligations under the Agreement. Customer represents and agrees that it will handle all technical data related to the Licences so that it conforms to and complies with all applicable laws including U.S. export licensing laws and the U.S. Foreign Corrupt Practices Act. Customer shall not trans-ship, divert, re-export or otherwise dispose of any U.S. origin goods or technology obtained from Hologic except as applicable laws, including U.S. laws and regulations, expressly permit.

13. Intellectual Property Indemnity. Hologic will defend and indemnify Customer against any third-party claim that Customer's use of Products infringes a valid patent, copyright, or trade mark registered or granted in the European Economic Area. provided that: (1) Products are used as approved by Hologic and have not been altered other than by Hologic or its authorised service personnel; (2) Customer promptly notifies Hologic of such claim; (3) Hologic has sole control of the defense, settlement, or compromise thereof and Customer will be solely responsible for legal expenses and costs it incurs independently of Hologic's representation; and (4) Customer cooperates with Hologic and furnishes all aid, information, and assistance necessary or useful to defend such claim. If a final injunction is obtained against Customer's use of any Product, or if in the opinion of Hologic the Product is likely to become the subject of a successful application for injunction, Hologic may, at its option and in its sole discretion: (i) obtain for Customer the right to continue using the Product(s); (ii) replace or modify the Product(s) so that it becomes non-infringing; or (iii) if neither (i) nor (ii) is reasonably available, accept return of the affected Product(s) held by Customer, grant a credit therefore as depreciated on a five-year straight-line basis, and terminate the Agreement without any further obligation or liability. The remedy selected by Hologic will be Customer's exclusive remedy for any damage, cost, or expense resulting from any court order or settlement enjoining Customer's use of the Product(s).

14. Software Licence. The term "Software" includes all Hologic (and third-party) computer software, firmware and associated documentation, whether in printed or machine-readable form which, as the case may be, are, supplied under the Agreement or for use in connection with Equipment or Services. To the extent the Product includes Software, Customer is granted a non-exclusive, non-transferable, royalty-free licence to use Software solely on the Equipment on which it is first installed or as designated in the Agreement, in connection with the Equipment in the normal course of Customer's business, and for no other purpose or business. No licence is provided under the Agreement to use Software for multi-site quality control or data review purposes or for source code of any type. Software, shall, at all times, remain the sole property of Hologic. Software is agreed to contain and shall be treated as confidential information. Customer shall maintain all copyright, proprietary, and other notices on the Software, and shall not de-compile, disassemble, or reverse engineer the Software. The Parties agree that all information needed for interoperability of the Software with independently created programs will be available from Hologic on request and on payment of Hologic's reasonable costs and expenses for procuring and supplying such information. From time to time Hologic may develop new versions or updates for the Software. Customer agrees to allow Hologic access to the Equipment in order to implement any new versions or updates to the Software. If Customer transfers Equipment to a third-party, Customer may assign the right to use Software on the Equipment; provided that, the third-party agrees in writing with Hologic to be bound by and to permit Hologic to enforce the provisions of this clause. Customer has no other right to use, sell, assign, transfer, copy, or sublicense the Software. As identified in the applicable software product specifications, some third-party software vendors (including Microsoft Corporation) provide different warranties and require different or additional terms applicable to software which they supply; such warranties and terms supersede the Agreement and Customer agrees to abide by such terms with respect to such third-party software.

15. Confidential Information. Both Parties agree to hold in strict confidence the terms of the Agreement and all information provided to the other in connection with the performance of their respective obligations under the Agreement, including without limitation, financial information and information relating to Customer and pricing, except to the extent that such information is or becomes public knowledge (other than by breach of this clause) or disclosure is required by applicable law. Notwithstanding the above, the terms and conditions of the Agreement will not be disclosed to any third-party without the prior written consent of the other Party, except either Party may disclose the terms and conditions of the Agreement to its employees, professional advisers, agents or independent contractors that are providing contractual services for the applicable Party and who require the knowledge of the terms and conditions of the Agreement, so long as such individuals are subject to applicable non-disclosure agreements.

16. Data Protection. Both parties will comply with all applicable requirements of applicable data protection legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under data protection legislation. In order and as part of providing the Products and any related services, Hologic may process personal data of Customer, Customer's employees, shareholders, directors, agents or other person acting on behalf or on the request of the Customer ("Customers' Personal Data"). Customer will ensure it has all the necessary appropriate consents and/or notices in order to lawfully transfer Customers' Personal Data to enable the lawful transfer of Customers' Personal Data to Hologic. Customer acknowledges receipt of the supplemental privacy notice for customer agreements. Further information on Hologic's data processing can be found in the privacy notices on our Global websites or the country-specific Hologic website, as applicable. Only when agreed to in writing, Hologic will process personal data as a data processor data on behalf the Customer acting as a data controller. In such cases a separate data processing agreement will be entered into between the parties.

17. Intended Uses. Products are only intended for the uses listed in the applicable Operator's Manual or Instructions For Use. Customer assumes all risks associated with non-listed uses of Products and hereby agrees to indemnify for and hold Hologic harmless from any claim associated with such non-listed uses.

18. Compliance with Laws. Hologic and Customer agree to comply with all applicable laws, regulatory requirements and regulations in connection with their respective rights and obligations under the Agreement and shall not do or permit anything to be done which might cause or otherwise result in a breach by the other Party of the same.

19. Reporting and Disclosure Laws. Pursuant to the European Commission's Guidelines on the Medical Devices Vigilance System, Hologic can be required to report the following types of incidents occurring in relation to the Products:

- Incidents which led to a death;
- Incidents which led to a serious deterioration in the state of health of a patient, user or other person;

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- Incidents which might have caused or contributed to death or serious deterioration in the state of health of a patient, user or other person;
- Incidents where there is a malfunction or deterioration in the characteristics and/or performance of a Product;
- Incidents where a Product shows no malfunction or deterioration, but nevertheless has a characteristic which could lead to an incident; and
- Inaccuracies in the instruction leaflet, or instruction for use including omissions and deficiencies.

Customer agrees to supply such information in a report to Hologic within twenty-four (24) hours after becoming aware of any of the above-listed incidents and otherwise immediately on request by Hologic so that Hologic may comply with its reporting requirement. Customer agrees to use its best efforts to investigate the incident as requested by Hologic and Customer shall supply to Hologic such details of the incidents as Hologic may require.

20. **Anti-Bribery.** Neither Customer nor any officer, director, employee, direct or indirect beneficial owner or shareholder, or any other party acting on behalf of Customer will, directly or indirectly, pay, offer, promise to pay or authorise the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws (defined below) and/or Hologic's Anti-Bribery Compliance Policy. Further, neither Customer nor Customer personnel has taken or will take, directly or indirectly, any action that would cause Hologic or Hologic's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. Hologic may terminate the Agreement immediately upon written notice to Customer where Hologic determines in good faith that Customer has breached this clause, and Customer shall indemnify Hologic from any claims, suits, investigations, penalties and fines of any kind arising from any breach of this clause. "Anti-Corruption Laws" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. This provision shall survive any termination of the Agreement.

21. **Insolvency of Customer.** Without prejudice to any other right or remedy available to Hologic, Hologic shall be entitled to suspend further deliveries of Products, immediately terminate any Contract and, if any Products have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if: (i) Customer becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); (ii) Customer ceases, or threatens to cease, to carry on business; or (iii) Hologic reasonably apprehends that any of the events mentioned above is about to occur in relation to Customer or any other matter which in the opinion of Hologic may prejudice its rights against Customer.

22. **Waiver and Severability.** If either Party fails to perform its obligations under the Agreement, such non-performance shall not affect the other Party's right to enforce performance at any time. Waiver of any remedy or material breach of any subject matter contained in the Agreement shall not be viewed as a waiver unless agreed to by the Parties in writing. Each provision of the Agreement is separate and independent of one another, and if a provision (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal the other provisions (or part provision) will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, such provision will apply with whatever modification is necessary so to give effect to the commercial intention of the Parties.

23. **Assignment.** Customer shall not assign, novate, sub-license, sub-contract or transfer any of its rights or obligations under the Agreement without the prior written consent of Hologic. Hologic may assign, novate, sub-license, sub-contract or transfer all or any of its rights or obligations under the Agreement without Customer's consent.

24. **Notices.** Any required notices will be given in writing, in the English language.

25. **Governing Law and Jurisdiction.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of England. For any legal action arising from or related to this agreement, the parties hereby consent and submit solely to jurisdiction and venue of the courts located in England and agree that such courts shall be the sole courts utilized and hereby waive any jurisdictional or venue objections to such court. However, in the event that Hologic is the plaintiff, Hologic will have the alternative to refer the dispute to jurisdiction of the courts located in any place where products were delivered, services were provided, where the Customer has a place of business or has a registered address.

For acceptance by Public Health England

(Print name)

(Title)

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Customer Name: Public Health England

Quote Number: UKDXQ202003349

(Signed)

(Date)

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Privacy Notice for Customer Agreements

This agreement-specific Privacy Notice provides specific information on how Hologic collects and processes personal data in connection with the agreement between the Customer and the Hologic contracting entity ("Agreement"). It supplements the general Privacy Notice which can be found on our global website [Hologic.com](https://www.hologic.com) or the country-specific Hologic websites, as applicable:

1. IMPORTANT INFORMATION AND WHO WE ARE

Hologic is comprised of Hologic, Inc. and its group of subsidiary companies which are different legal entities. This Privacy Notice is issued on behalf of this group of entities so when we mention "Hologic", "we", "us" or "our" in this Privacy Notice, we are referring to the relevant company in the group responsible for processing your data.

The controller for your data is identified the Hologic entity entering into the Agreement with you.

If you have any questions about this Privacy Notice or our data protection practices please send an e-mail to data.privacy@hologic.com or for Germany to dataprivacy.germany@hologic.com. Other contact details, such as the postal address, can be found in your Agreement.

2. THE DATA WE COLLECT ABOUT YOU

In relation to the Agreement, we may collect, use, store and transfer following information which in case it relates to identified or an identifiable natural person, may constitute personal data:

- Name and job title
- Contact data, such as private addresses, professional addresses, telephone numbers, e-mail addresses
- Bank account numbers
- Financial and tax information
- Employers name
- Purchasing history

3. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data for the purposes for which we collected it which includes the following:

- Entering and perform our Agreement with you.
- To comply with legal obligations, such as laws and regulations regarding anti-bribery and in general to manage our anti-bribery program
- To manage your relationship with us.

- To pursue our legitimate interests of:
 - ensuring that we deliver the best possible service to our customers,
 - keeping individuals informed of developments in our technology, products, and services,
 - to develop our business and general marketing, and
 - ensuring we build and maintain a good working relationship with our customers.

Upon your consent, but where we make it clear to you in advance that we are relying on your consent (for example, when you sign up to a mailing list).

4. HOW WE SHARE YOUR PERSONAL DATA

Affiliates: We may share your personal data within the Hologic group for the purposes described in this Privacy Notice. More detail can be found below.

Service Providers: We may disclose your personal data to third-party service providers to provide us with services such as professional services, including information technology services, financial services, booking services and related infrastructure, customer service, e-mail delivery, auditing and other similar services.

To Perform Customer Services: We may disclose personal data to third parties in order to perform services you request or functions you initiate.

Corporate Transactions or Events: We may disclose your information to a third party in connection with a corporate reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or capital, including in connection with any bankruptcy or similar proceedings.

Other Legal Reasons: In addition, we may use or disclose your personal data as we deem necessary or appropriate: (1) under applicable law, including laws outside your country of residence; (2) to respond to requests from public and government authorities including public and government authorities outside your country of residence; (3) to comply with subpoenas and other legal processes; (4) to pursue available remedies or limit damages we may sustain; (5) to protect our operations or those of any of our affiliates; (6) to protect the rights, privacy, safety or property of Hologic, our affiliates, you and others; and (7) to enforce our terms and conditions.

5. TRANSFER OF INFORMATION ACROSS

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BORDERS

We may transfer, store and process your personal data outside the European Economic Area. Any information that you provide to us is stored and processed in, and transferred between, any of the countries in which Hologic and its agents, contractors and affiliated organizations have offices, in order to enable Hologic to use that information as set out in this Privacy Notice.

Not all of these countries have data protection laws equivalent to those in force in the EEA. In order to ensure the protection of your personal data outside of the EEA we have put in place or ensured at least one of the following safeguards:

- European Commission approved Standard Contractual Clauses between each of the Hologic entities processing personal data within the scope of the GDPR.
- Transfer of personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.
- Where we use data processors based in the US, we use, when appropriate and applicable, processors that are certified under the Privacy Shield framework, which requires them to provide similar protection to personal data shared between the EEA and the US.

6. YOUR LEGAL RIGHTS

Subject to applicable law, Individuals whose personal data we process have certain rights as required by law, including the right of access, erasure and data portability, as well as the right to rectification, to restrict processing, to withdraw consent, and to object to processing as follows.

Access: Individuals have the right to know if we are processing personal data about them and, if so, to access and obtain a copy of personal data about them, as well as information relating to the processing of that data.

Rectification: Individuals have the right to have us correct or update any personal data about them that is inaccurate or incomplete without undue delay.

Restriction: Individuals have the right to restrict or limit the ways in which we process personal

data about them where the accuracy of the personal data is contested by them, where data has been obtained by us unlawfully, where the individual has objected to our processing of the data (see right of objection below) and we are considering whether to cease processing, or where we no longer need to process the personal data.

Objection: Individuals have the right to object to our processing of their personal data where we are relying on legitimate interests as our legal basis and their rights override our legitimate interests in processing their personal data. Individuals also have the right to object to our processing of their personal data for direct marketing purposes.

Withdrawal of Consent: Where we rely on consent as the basis for processing personal data, individuals have the right to withdraw their consent.

Erasure: Individuals have the right to request deletion or erasure of their personal data in a number of circumstances where required by law. These include where we no longer require the personal data for the purposes for which it was collected, the individual has withdrawn consent, or where we are relying on legitimate interests as a legal basis and the individual's rights override our legitimate interests.

Portability: Individuals have the right to obtain a copy of the personal data we hold about you in a structured machine-readable format and to have it transmitted to another controller. This right only occurs where we are relying on your consent or performance of an Agreement as our legal basis and the processing is carried out automatically.

Make a Complaint: Individuals also have the right to make a complaint about our personal data handling practices to your local data [Supervisory Authority](#).

7. FURTHER DETAILS

If you are looking for more information on we process your personal data including on data security, data retention and lawful processing bases, please access our privacy policy on the country-specific Hologic website.

Latest update: 01 July 2019