

TERMS & CONDITIONS OF BUSINESS OF THE DOCTORS LABORATORY LIMITED FROM 1ST JANUARY 2025

The definitions which apply to these Terms and Conditions are set out in clause 19.

1 THE SERVICES

- 1.1 These Terms and Conditions and any applicable Service-Specific Terms will apply to any services or consumables that The Doctors Laboratory Limited or TDL Genetics Limited provides to the Client, unless those services are the subject of a separate written agreement signed by TDL and the Client. These Terms and Conditions and any applicable Service-Specific Terms apply to the exclusion of any other terms presented by the Client or implied by custom or course of dealing.
- 1.2 By submitting a Pathology Request, a request for any other services described in the Laboratory Guide or in any other proposal provided by TDL, or an order for any Consumables described in the Laboratory Guide (in each case an **'Order'**), the Client offers to purchase those Tests, other services or Consumables on these Terms and Conditions and any applicable Service-Specific Terms from TDL. TDL may accept or reject any Order.
- 1.3 A contract between TDL and the Client for the provision of Services and / or Consumables, incorporating these Terms and Conditions, and any applicable Service-Specific Terms, and the Order (an **'Agreement'**) takes effect when TDL confirms acceptance of the Client's Order in writing, logs the relevant Pathology Request in its laboratory information management system, or begins performing the Services (whichever occurs first). Any request for add-on Tests (as described in the Laboratory Guide) constitutes a request for further Services under that Agreement, which TDL may accept or decline. In the event of a conflict between the Order and these Terms and Conditions, the Terms and Conditions will take priority.
- 1.4 By Ordering a Service referred to in any Service-Specific Terms, the relevant Service-Specific Terms will apply to that Service in addition to these Terms and Conditions. In the event of a conflict between these Terms and Conditions or the Order and the Service-Specific Terms, the Service-Specific Terms will take priority.
- 1.5 TDL will provide the Services under the Agreement:
 - 1.5.1 in accordance with Good Industry Practice;
 - 1.5.2 in accordance with the UKAS medical laboratory accreditation standard (ISO 15189); and
 - 1.5.3 using suitably skilled and experienced staff.
- 1.6 TDL will use reasonable efforts to achieve the Test turnaround times quoted in the Laboratory Guide, but does not warrant that it will achieve those times in the case of any particular Sample.
- 1.7 The Laboratory Guide sets out Sample rejection criteria. If the Sample meets those criteria, or if TDL considers that the Sample is otherwise unsuitable for Testing or TDL is unable to conduct the Testing then TDL may decline to carry out the Testing under the Agreement and will be entitled to dispose of the Sample.
- 1.8 As part of its Services TDL will, on request, arrange for collection of Samples from locations within the M25 motorway. Such collection service is included within the price of the Test unless otherwise specified by TDL. Collection of Samples from locations outside the M25 is by special arrangement, and may incur an additional charge. Where collection by TDL has not been requested and agreed, the Client will be responsible, at its own cost, for the transport of Samples to TDL. Where TDL arranges collection of Samples it will use reasonable efforts to achieve the timescales it quotes for collection, but does not warrant that it will achieve those timescales in the case of any particular collection.
- 1.9 TDL may destroy or dispose of a Sample after completing the Testing or on termination of the Agreement, unless otherwise agreed in writing with the Client.
- 1.10 In providing the Services, TDL shall comply with all Applicable Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010. TDL shall not, and shall ensure that its staff do not, engage in any activity which would constitute an offence under the Bribery Act 2010.
- 1.11 TDL is committed to trading ethically, with zero tolerance for modern slavery (including forced labour or human trafficking of any kind), human rights violations, and child labour. In performing its obligations under the Agreement, TDL will comply with all Applicable Law and applicable internal policies relating to anti-slavery and human trafficking.
- 1.12 TDL's laboratories are operated by members of the TDL Group. TDL uses those laboratories to undertake the Tests, except where TDL refers the Tests to suitably accredited laboratories operated outside the TDL Group. The UKAS accreditation numbers for the TDL Group laboratories in the UK are as follows: 8059 (HSL Analytics LLP) Genetics and Molecular Sciences, 8169 (HSL Analytics LLP) Blood Sciences, 8860 (HSL Analytics LLP) Infection Sciences, 8812 (The Doctors Laboratory Limited) Haematology, Blood Transfusion, Biochemistry, Microbiology, Molecular Biology, 10199 (The Doctors Laboratory Limited) Andrology, 8511 (HSL Analytics LLP) Cytology, 9706 (The Doctors Laboratory Limited) Urine Cytology.

2 SUPPLY OF CONSUMABLES

- 2.1 TDL shall supply Consumables to the Client in accordance with the terms of the Agreement.
- 2.2 The Consumables shall: (i) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by TDL; and (ii) comply with all Applicable Law.
- 2.3 TDL shall not be liable for Consumables' failure to comply with clause 2.2 if: (i) the Client makes any further use of those Consumables after notifying TDL of such failure; (ii) the defect arises because the Client failed to follow TDL's instructions for the storage, use or maintenance of the Consumables or (if there are none) good practice regarding the same; (iii) the Client alters or repairs those Consumables without TDL's prior written consent; (iv) the defect arises as a result of fair wear and tear, deliberate damage, negligence, or abnormal storage or working conditions; or (v) the Consumables differ from their description as a result of changes made to ensure they comply with Applicable Law.
- 2.4 In the event the Consumables do not comply with clause 2.2, TDL shall provide replacement Consumables without undue delay. This shall be the Client's only remedy for such non-compliance. The terms of this clause 2 shall apply to any such replacement Consumables provided by TDL.
- 2.5 TDL shall ensure that the Consumables are properly packed and secured in a manner to enable them to reach their destination in good condition, and in a manner which complies with Applicable Law.
- 2.6 If the Client or the Client's carrier will collect the Consumables from TDL's premises, delivery shall be completed when TDL places the Consumables at the Client's disposal at TDL's premises. In all other cases, delivery shall be completed on the loading of the Consumables at the premises where they are loaded onto transport for carriage.
- 2.7 TDL may deliver Consumables by instalments, which may be invoiced and paid for separately. Time for delivery of Consumables is not of the essence of the Agreement and delays in the delivery of Consumables shall not entitle the Client to refuse to take delivery. TDL shall have no liability for any failure or delay in delivering Consumables to the extent that any failure or delay is caused by the Client's failure to comply with its obligations under the Agreement.
- 2.8 Title and risk in the Consumables shall pass to the Client on delivery, except that any biofreeze bottles provided by TDL shall remain the property of TDL at all times, regardless of any use by the Client of the biofreeze bottles.
- 2.9 The Client must not resell the Consumables or provide them to any third party without TDL's prior written consent.
- 2.10 The Client shall ensure that: (i) any Consumables provided by TDL are only used by healthcare professionals who are appropriately qualified and trained in the proper use of such Consumables; and (ii) the healthcare professionals use the Consumables in accordance with any instructions relating to the use of the Consumables provided by TDL and in any event with the degree of skill and care reasonably to be expected of a healthcare professional experienced in the use of such Consumables.

3 PRICE AND PAYMENT TERMS

- 3.1 The price payable by the Client for the Services and / or the Consumables will be the most recent price confirmed by TDL to the Client in writing or by telephone prior to the Client submitting its Order. If TDL has not confirmed the price for the Services and / or Consumables, the price will be that indicated in the Laboratory Guide.
- 3.2 As at the date of these Terms and Conditions many of TDL's services are VAT exempt. All of TDL's prices are stated exclusive of VAT and where VAT is chargeable on the Services and/or Consumables the Client will pay it at the applicable rate.
- 3.3 Invoices are normally issued on a monthly basis, but TDL reserves the right to issue them more frequently. The Client will pay TDL's invoices under the Agreement within 30 days of the date of the invoice, without any deduction or set off. At TDL's option, interest may be charged on late payments at the statutory rate prescribed from time to time by regulations under the Late Payments of Commercial Debts (Interest) Act 1998. Invoices paid from outside the UK must be paid by either direct bank transfer or by cheque drawn on a UK branch. All payments will be made in pounds sterling.
- 3.4 If the Client disputes any invoice: (i) the Client shall notify TDL in writing as soon as practicably possible and in any event not later than 90 days after the date of the invoice, specifying the reasons for disputing the invoice; (ii) the Client shall pay to TDL all amounts not disputed by the Client as set out in clause 3.3 above; and (iii) the parties shall attempt to resolve the dispute promptly and in accordance with clause 18.1 below.
- 3.5 If the Client does not dispute an invoice in accordance with clause 3.4 above then the amount stated on the invoice shall be deemed payable by the Client and the Client shall not be entitled to dispute the amount invoiced.
- 3.6 Without affecting any of its other rights, TDL may suspend or cease provision of the Services and / or Consumables if the Client fails to pay an invoice due to TDL, or if the total of the sums payable by the Client to TDL under any agreements between the Client and TDL meets or exceeds any credit limit that TDL communicates to the Client from time to time.

4 CONFIDENTIALITY

- 4.1 TDL agrees that it will hold and maintain the confidence of:
- 4.1.1 all information of a confidential nature which is received by TDL from the Client or its patients in connection with the Services; and
- 4.1.2 all Test results, invoices and other information of a confidential nature issued by TDL to the Client or its patients in connection with the Services, and, save with the Client's consent or as otherwise permitted under the Agreement, will not disclose such information other than to its professional staff, independent consultants and/or persons to whom it has delegated the performance of the

Services and who require the information for such purpose. Where TDL has been provided with the details of a patient's private medical insurance in connection with the Services, TDL will be entitled to assume (and the Client so warrants) that both the Client and the patient consent to the disclosure of information relating to that patient to the insurer concerned.

- 4.2 The restrictions in clause 4.1 will not apply to information which: (i) was in TDL's possession prior to disclosure by the Client; or (ii) is now or hereafter comes into the public domain other than by default of TDL; or (iii) was lawfully received by TDL from a third party acting in good faith having a right of further disclosure; or (iv) is required by law to be disclosed by TDL; or (v) which is required by a regulatory or accreditation body to be disclosed to it for the purpose of regulating or accrediting the TDL Group.

5 CLIENT RESPONSIBILITIES

- 5.1 Except where TDL obtains the Sample directly from the patient during a home visit or at TDL's patient reception facility, the Client will ensure that the Sample is obtained from the patient, packaged, and labelled in accordance with Applicable Law good clinical practice and, if applicable, TDL's written instructions.
- 5.2 Except where TDL agrees to arrange transport of the Sample to TDL's laboratory, the Client will ensure that the Sample is transported to TDL's laboratory in accordance with Applicable Law and good clinical practice. Where TDL agrees to arrange transport of the Sample the Client will ensure that the Samples are ready for collection by TDL or its carrier at the agreed times.
- 5.3 The Client will ensure that all necessary consents and permissions are obtained and all necessary information provided to the patient, which is required under Applicable Law or good clinical practice in order to permit the performance of the Testing, and any other Services, and the use of the Protected Data as contemplated in the Agreement.
- 5.4 The Client will provide TDL with any information reasonably necessary for performing the Services and / or supplying Consumables, including by ensuring that the Pathology Request contains sufficient information regarding the Sample, the relevant patient, and the persons to whom the Test results are to be reported, and will ensure that any information the Client provides to TDL in connection with the Services and / or Consumables is accurate and complete.

6 LIABILITY

- 6.1 Nothing in the Agreement will limit or exclude any liability that cannot be limited or excluded under Applicable Law, for example liability for death or personal injury caused by negligence .
- 6.2 In these Terms and Conditions 'liability' means any liability whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, which arises in connection with the Services, the Consumables or under or in connection with any Agreement.
- 6.3 The liability of TDL and the Client will each be limited to £2,000,000 in total. This limit applies per Agreement and in aggregate for all Agreements made in a calendar year.
- 6.4 Neither TDL nor the Client will have any liability for:
- 6.4.1 loss of profit or revenue;
- 6.4.2 loss of anticipated savings;
- 6.4.3 loss of reputation or goodwill; or
- 6.4.4 indirect, special or consequential loss.
- 6.5 TDL will have no liability for any delay or failure in performance of the Services or provision of the Consumables arising from the Client's delay or failure in performing its obligations under the Agreement.
- 6.6 All of the warranties which TDL gives in relation to the Services and / or the Consumables are expressly set out in these Terms and Conditions. All other warranties, whether implied or express, are excluded from the Agreement where it is lawful to exclude them.
- 6.7 In this clause 6, references to TDL include the members of TDL's Group, and for the purpose of the limit in clause 6.3 the liabilities of TDL and the TDL Group Members will be counted in aggregate. The members of TDL's Group may enforce this clause 6.

7 FORCE MAJEURE

If the performance of any obligation under the Agreement (except for an obligation to pay) is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of that party obliged to perform it (a '**Force Majeure Event**'), the party so affected will be excused from any resulting failure or delay in performance, and the time for performance will be extended by an amount of time equal to the duration of the Force Majeure Event. The party so affected will use reasonable endeavours to mitigate the effect of the Force Majeure Event on its performance of its obligations. If the Force Majeure Event delays or prevents performance of a party's obligations for more than three months, either party may terminate the Agreement on written notice to the other.

8 DATA PROCESSOR AND DATA CONTROLLER

- 8.1 When TDL processes Protected Data on behalf of the Client in providing the Services the parties agree that the Client will be the controller and TDL will be the processor. The Annex to these Terms and Conditions sets out when TDL processes Protected Data on behalf of the Client. Clause 17 describes the circumstances where TDL will use Protected Data on its own behalf as controller.
- 8.2 When TDL processes Protected Data as processor, clauses 9 to 16 will apply in relation to the Protected Data. Where TDL processes Protected Data as controller, clause 17 will apply instead.

8.3 The Client will comply with the Data Protection Laws in relation to the Protected Data, and ensure that all instructions given by it to TDL in respect of Protected Data will at all times be in accordance with Data Protection Laws.

9 DATA PROCESSING INSTRUCTIONS

9.1 When TDL processes Protected Data as processor, TDL will comply with the obligations of processors under the Data Protection Laws.

9.2 Unless required to do otherwise by Applicable Law, TDL will (and will take steps to ensure each person acting under its authority will) process the Protected Data only in accordance with the Client's documented instructions as set out in the Order, pursuant to these Terms & Conditions, and in the Annex (the '**Processing Instructions**').

9.3 If Applicable Law requires TDL to process Protected Data other than in accordance with the Processing Instructions, TDL will notify the Client of any such requirement before processing the Protected Data (unless Applicable Law prohibits TDL from doing so).

9.4 TDL will promptly inform the Client if TDL becomes aware of a Processing Instruction that, in TDL's opinion, infringes Data Protection Laws. TDL will have no liability for any processing in accordance with those Processing Instructions after giving the notice. TDL's obligations under this clause 9.4 do not limit the Client's obligations under clause 8.3.

10 DATA SECURITY MEASURES

In relation to the processing of the Protected Data, TDL will implement and maintain, at its cost and expense, appropriate technical and organisational measures to ensure for the Protected Data a level of security appropriate to the risks presented by the processing, taking into account the state of the art, the cost of implementation and the nature, scope, context and purpose of the processing of the Protected Data, as well as the risk of varying likelihood and severity of the rights and freedoms of natural persons.

11 USING STAFF AND OTHER PROCESSORS

11.1 TDL will not engage any processor to process the Protected Data on the Client's behalf (a '**Sub-Processor**') without the Client's authorisation of that specific Sub-Processor. The Client will not unreasonably withhold, condition or delay such consent. By accepting these Terms and Conditions the Client authorises the appointment of the Authorised Sub-Processors.

11.2 TDL will ensure that each Sub-Processor is appointed under a written contract containing materially the same obligations as clauses 9 to 16 (inclusive).

11.3 TDL will ensure that all persons authorised to process Protected Data are subject to a binding obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case TDL will, where practicable and not prohibited by Applicable Law, notify the Client of any such requirement before such disclosure).

12 ASSISTANCE WITH THE CLIENT'S COMPLIANCE AND DATA SUBJECT RIGHTS

12.1 Taking into account the nature of the processing, TDL will implement and maintain reasonable measures to assist the Client to respond to the Data Subject Requests relating to the Protected Data that TDL processes on the Client's behalf. TDL will refer such Data Subject Requests it receives to the Client promptly, and in any event within five Business Days of receipt of the request.

12.2 TDL will provide such assistance as the Client reasonably requires (taking into account the nature of processing and the information available to TDL) to the Client in ensuring compliance with the Client's obligations under Data Protection Laws with respect to: (i) security of processing, (ii) data protection impact assessments, (iii) prior consultation with the relevant regulator regarding high risk processing, and (iv) notifications to the regulator and/or communications to data subjects by the Client in response to any Personal Data Breach. The Client will pay TDL's charges for providing the assistance in this clause 12, such charges to be calculated on a time and materials basis at TDL's applicable daily or hourly rates in force from time to time.

13 INTERNATIONAL DATA TRANSFERS

13.1 The Client agrees that TDL may transfer Protected Data to countries outside the United Kingdom for the purpose of providing the Services, provided all transfers by TDL of Protected Data to such recipients are in accordance with such safeguards or other mechanism(s) for transfers of personal data as may be permitted under the Data Protection Laws from time to time. The Client agrees that TDL may implement such safeguards by entering into standard data protection clauses authorised under the Data Protection Laws, subject to clause 13.2

13.2 Where the Client requires TDL to transfer Protected Data for the purpose of providing the Services to a country outside the United Kingdom which is not subject to an adequacy regulation under the Data Protection Laws (a '**Third Country**') then:

13.2.1 the Client will enter into (or where relevant use reasonable endeavours to procure that the applicable third party recipient of the Protected Data enters into) standard data protection clauses with TDL authorised under the Data Protection Laws for the international transfer of personal data that provide sufficient safeguards for the relevant transfer, on terms acceptable to TDL (acting reasonably); and

13.2.2 where the data protection clauses referred to in clause 13.2.1 are not entered into, the Client will procure that prior to the transfer the relevant data subjects provide valid consent to the transfer for the purposes of the Data Protection Laws, and the Client will provide evidence of such consents to TDL on request.

14 RECORDS, INFORMATION AND AUDIT

- 14.1 TDL will maintain, in accordance with the Data Protection Laws binding on TDL, written records of all categories of processing activities carried out on behalf of the Client.
- 14.2 TDL will, in accordance with the Data Protection Laws, make available to the Client such information as is reasonably necessary to demonstrate TDL's compliance with its obligations as a processor under these Terms and Conditions and the Data Protection Laws and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) to the extent reasonably necessary for that purpose, subject to the Client:
 - 14.2.1 giving TDL reasonable prior notice and in any event not less than 30 days' notice of such information request, audit and/or inspection required by the Client;
 - 14.2.2 ensuring that all information obtained or generated by the Client or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the relevant regulator or as otherwise required by Applicable Law); and
 - 14.2.3 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to TDL's business, any Sub-Processor's business and the business of other customers of TDL.

15 BREACH NOTIFICATION

TDL will, without undue delay, notify the Client of a personal data breach involving the Protected Data, and provide the Client with details of the personal data breach.

16 DELETION OR RETURN OF PROTECTED DATA AND COPIES

TDL will, at the Client's written request, either delete or return all of the Protected Data to the Client in such form as the Client reasonably requests within a reasonable time after the end of the provision of the relevant Services related to processing, and delete existing copies (unless storage of any data is required by Applicable Law, in which case TDL will inform the Client of any such requirement). Where TDL will process that Protected Data as controller under clause 17, TDL may retain the Protected Data.

17 PROTECTED DATA THAT TDL PROCESSES AS A CONTROLLER

- 17.1 TDL may process Protected Data as controller in the circumstances and for the purposes set out in TDL's Privacy Notice. In particular TDL may:
 - 17.1.1 retain and submit the Protected Data to a Health Authority in the United Kingdom for the purposes of a Public Health Programme operated by that Health Authority, or to a regulator for the purpose of complying with regulatory obligations; and
 - 17.1.2 retain and process Protected Data in its laboratory records in order to meet the requirements of the UKAS medical laboratory accreditation standard (ISO 15189) and implement the guidelines of the Royal College of Pathologists for the retention and storage of pathological records and specimens.
- 17.3 When TDL processes Protected Data to provide Non-Invasive Prenatal Tests, TDL does so as a controller.
- 17.4 When TDL processes personal data on its own behalf as controller, it will do so in accordance with the obligations of data controllers under the Data Protection Laws and with the applicable terms of the Agreement.

18 GENERAL

- 18.1 Disputes
 - 18.1.1 If any dispute arises relating to the Agreement or any breach or alleged breach of the Agreement, the parties will make a good faith effort to resolve such dispute without recourse to legal proceedings. If, notwithstanding such good faith efforts, the dispute is not resolved either party may submit the dispute to the jurisdiction of the English Courts.
 - 18.1.2 Except to the extent clearly prevented by the area of dispute, the parties will continue to perform their respective obligations in respect to any existing Agreements while such dispute is being resolved.
- 18.2 Variation
 - 18.2.1 TDL may amend these Terms and Conditions by updating the Laboratory Guide and providing the Client with a copy of the update or publishing it on TDL's website. Such amendments will only apply to an Order submitted after the date of the update, and the Client will be deemed to accept those amendments by submitting an Order after that date.
 - 18.2.2 Except as set out in clause 18.2.1, any amendments to the Agreement will not be effective unless in writing and signed by an authorised signatory on behalf of each of the parties. The terms of the Agreement may be varied by agreement of the parties but without the consent of any third party whether or not the rights of such third party are affected by such variation. The Client will not unreasonably withhold, delay or condition its agreement to any variation to the Agreement requested by TDL in order to ensure the Services and TDL (and each Sub-Processor) can comply with any change in Applicable Laws.
- 18.3 Rights and waiver

All rights granted to either of the parties will be cumulative and not exhaustive of any rights and remedies provided by law. The failure of either party to enforce (or delay in enforcing) at any time for any period any one or more of the terms of the Agreement will not be a waiver of such term or of the right of such party at any time subsequently to enforce all the terms of the Agreement.

18.4 Severability

If any provision of the Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not be in any way affected.

18.5 Sub-contracting and Assignment

TDL may assign or sub-contract the performance of the Agreement (in whole or in part) or any one or more of the Tests to be performed hereunder to any member of the TDL Group or any suitably accredited laboratories including those listed in the Laboratory Guide. The Client may not assign the Agreement or any of its rights or obligations hereunder without the prior approval of TDL.

18.6 Relationship of the parties

It is acknowledged and agreed that TDL and the Client are independent contractors and nothing in the Agreement will create or be construed as creating a partnership or a relationship of agent and principal between the parties. The Client acknowledges and agrees that, in requesting Services from TDL, it is not acting as agent for any patient or patients to which the Services relate.

18.7 Notices

All notices given under the Agreement will be in writing and will be delivered by hand or sent by prepaid first class post or by prepaid first class recorded delivery or by email transmission. All notices will be delivered at or sent, in the case of TDL, to: post The Halo Building, 1 Mabledon Place, London WC1H 9AX, email notices@tdlpathology.com and, in the case of the Client to the address and/or email address set out in the Order (or such other address as that party will notify in writing to the other for this purpose). A notice sent by post will be deemed to be served at 9.00 am on the second Business Day following the date of posting; a notice sent by email transmission will (provided the sender receives no error message indicating that delivery has been unsuccessful) be deemed to have been served at the time it is transmitted, if transmitted within business hours (9.00 am to 6.00 pm on a Business Day) or, if transmitted outside business hours, as soon thereafter as such business hours commence. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.8 Entire agreement

The Agreement is the entire agreement between the Client and TDL and supersedes and extinguishes all prior and contemporaneous agreements, promises, assurances, discussions, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that it has not entered into the Agreement in reliance on, and will have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Agreement except in the case of fraudulent misrepresentation.

18.9 Third parties

The Agreement is not intended to create any rights for, nor be enforceable by, any third party except as set out in clause 6, and where the Client and The Doctors Laboratory Limited agree that these Terms and Conditions will apply to any Orders, that agreement is also for the benefit of and enforceable by TDL Genetics Limited.

18.10 Governing law

The Agreement and any dispute arising out of or in connection with it (including non-contractual disputes and claims) or its subject matter or formation will be governed by and construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English Courts.

19 INTERPRETATION

19.1 In these Terms and Conditions and the Annex:

'Agreement' has the meaning given in clause 1.3;

'Annex' means the annex to the Terms and Conditions;

'Applicable Law' means the laws, regulations and judgments binding on the relevant party, as amended from time to time;

'Authorised Sub-Processors' means:

- a) Health Service Laboratories LLP and any other member of the TDL Group which provides the applicable Test or Service;
- b) accredited specialist centres for onward referral of esoteric assays as identified in the TDL Laboratory Guide;
- c) persons who provide information technology services that TDL uses in the course of providing the Services; and
- d) any Sub-Processor referred to in the Annex;

'Business Day' means a day other than a Saturday, Sunday, or public holiday in England;

'Client' means the person or organisation requesting Services and / or Consumables from TDL and for whom TDL has agreed to provide the Services and / or Consumables;

'controller', 'data subject', 'data protection impact assessment', 'personal data', 'personal data breach', 'process' and 'processor' have the meanings given to those terms in the Data Protection Laws;

'Consumables' means any goods to be provided by TDL in order for the Client to benefit from the Services;

'Data Protection Laws' means the UK GDPR, the Data Protection Act 2018, and any other Applicable Law having effect in the United Kingdom concerning privacy or the use of personal data;

'Data Subject Request' means a request made by a data subject to exercise any rights of data subjects under Data Protection Laws;

'Good Industry Practice' means the standard of skill and care reasonably to be expected from a professional provider of the Services;

'Group' in respect of any undertaking, means such undertaking and its group undertakings ('undertaking' and 'group undertaking' having the meanings given in the Companies Act 2006);

'Health Authority' means (i) a department of the UK government or of a devolved administration, (ii) an executive agency of such department, or (iii) a body exercising statutory functions in relation to public health in the UK or any part of the UK;

'Laboratory Guide' means TDL's Laboratory Guide current at the time the Client submits the Order, as supplied to the Client or, if not so supplied, available on request from TDL, including any updates or supplements issued by TDL;

'Order' has the meaning given in clause 1.2;

'Pathology Request' means a request for Testing submitted by the Client in a format TDL accepts from time to time and by any of the methods TDL accepts from time to time, whether in hard copy or via one of TDL's electronic portals;

'Privacy Notice' means TDL's detailed Privacy Notice available at tdlpathology.com;

'Processing Instructions' has the meaning given to that term in paragraph 8.2;

'Protected Data' means personal data provided to TDL by the Client or a third party on the instructions of the Client, or collected or generated by TDL in the course of providing the Services or Consumables;

'Public Health Programme' means a programme administered by a Health Authority to monitor or analyse health data for the purpose of public health or for statistical, scientific or research purposes in the public interest;

'Sample' means a pathology sample provided by the Client to TDL for Testing;

'Services' means the services to be provided under the Agreement;

'Sub-Processor' has the meaning given in clause 11.1;

'TDL' means (i) The Doctors Laboratory Limited or, (ii) TDL Genetics Limited in the case of services offered under the TDL Genetics name;

'TDL Group' means TDL Genetics Limited and The Doctors Laboratory Limited and its Group and Health Service Laboratories LLP and its Group;

'Test' means a laboratory test to be carried out by TDL on a Sample, and 'Testing' means the process of conducting that Test and reporting the results;

'UKAS' means the United Kingdom Accreditation Service, or any successor to it;

'UK GDPR' has the same meaning as it does in section 3(10) of the Data Protection Act 2018, read with section 205(4) of that Act.

- 19.2 References to the singular include the plural and vice versa.
- 19.3 Clause headings and paragraph headings are for ease of reference only and are not part of these Terms and Conditions for the purpose of construction.
- 19.4 References to paragraphs are to paragraphs of the Annex.
- 19.5 Words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 19.6 The Annex is incorporated into these Terms and Conditions.

ANNEX

1 Subject matter and nature of processing

- 1.1 TDL processes Protected Data as processor on behalf of the Client:
- 1.1.1 in the case of Testing, when TDL receives a Pathology Request and Sample and processes the corresponding Protected Data to carry out the Test and report the Test results in accordance with the Processing Instructions;
- 1.1.2 when TDL carries out the Client's 'fee to patient' instructions, as described below; and
- 1.1.3 in the case of any other Services or the provision of Consumables, when TDL is required to process Protected Data on the Client's behalf to fulfil the Client's instructions.
- 1.2 The subject matter and nature of TDL's processing of the Protected Data are:
- 1.2.1 Samples and Test results for the purpose of providing clinical pathology Services;
- 1.2.2 information about clinicians who order Tests, for the purposes of reporting the Test results to the Client;
- 1.2.3 information about a patient's health insurance for the purposes of administering payment for the Services; and
- 1.2.4 billing information for a patient where the Client has asked TDL to direct TDL's invoice to the patient.

2 Duration of processing

The duration of the processing is the time necessary to carry out the Services or provide the Consumables.

3 Types of personal data

3.1 The Protected Data may comprise the following types of personal data:

- 3.1.1 name
- 3.1.2 gender
- 3.1.3 date of birth
- 3.1.4 address
- 3.1.5 identity numbers assigned by TDL or the Client
- 3.1.6 types of Tests conducted
- 3.1.7 results of Tests
- 3.1.8 health insurance policy details
- 3.1.9 billing information
- 3.1.10 the types of data referred to in the TDL Laboratory Guide

4 Categories of data subjects

The Protected Data concerns patients in respect of whom TDL conducts Tests, and clinicians who request Tests.

5 Reporting Test results

- 5.1 TDL will report Test results using the method selected by the Client from the range of options offered by TDL or, if no method is selected by the Client, using a method selected by TDL from that range of options.
- 5.2 TDL will report the Test results using the contact details supplied to TDL in the relevant section of the Pathology Request. The Client will be responsible for ensuring that those contact details are correct.
- 5.3 Where TDL supplies Test results electronically it will ensure that the results are supplied in the format selected by the Client (from the range of options offered by TDL) and are supplied to the address indicated when the Client selects electronic results reporting. The Client will be responsible for ensuring that the selected format is compatible with the Client's information systems and for making the results available to the users of those systems.

6 Fee to patient

Where the Client selects the 'fee to patient' option in a Pathology Request form, the Client instructs TDL to seek payment from the patient of the fees owed by the Client in respect of that test. The Client confirms that the patient has agreed with the Client to pay those fees to TDL for the Client. The Client instructs TDL to recover the fees by invoicing the patient using the personal data provided by the Client. The Client instructs TDL on the Client's behalf to appoint debt collectors to recover the fees from the patient if the patient does not pay the invoice by the date payment falls due. The Client authorises TDL to appoint those debt collectors as Sub-Processors in accordance with clauses 9 to 16.