



TERMS OF AGREEMENT

HealthHero Solutions Limited incorporated under the Companies Act 2006 with Registered Number 03766413 and having its Registered Office at 10 Upper Berkeley Street, London, United Kingdom, W1H 7PE (**"HealthHero"**) is engaged in the provision (including design, development, delivery and support) of digital first health and wellbeing products and services, including **"Symbio"**, a whole health premium mobile app comprising of digital personalised wellbeing programmes, personalised content, analytics and direct access to clinical services for employees and a wellbeing management hub comprising of user management and analytics tools for employers.

By agreeing to these Terms of Agreement (**"Terms"**), you (the **"Customer"**) agree that HealthHero shall supply Symbio to you on the terms and subject to the conditions of these Terms.

1. DEFINITIONS

In these Terms unless the context otherwise requires, the following expressions have the following meanings:

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

"Agreed Users" means the number of Service Users for which License Fees have been paid;

"Authorised Licensees" has the meaning given to it in clause 22.2;

"Business Day" means Monday to Friday other than any day which is a bank or public holiday in England;

"Clinician" means a practising general practitioner who holds a current registration with the General Medical Council or a specialist clinician (such as a clinical pharmacist, nurse or paramedic) who holds current full registration with the General Pharmaceutical Council or the Health & Care Professions Council or any other relevant body and who holds appropriate licences to provide remote clinical advice in the UK engaged in connection with the Services;

"Commencement Date" means the date on which the Customer agrees to these Terms of Agreement;

"Confidential Information" has the meaning given in clause 13.1;

"Consultation" means a Service pursuant to which the Service User can receive online face to face or telephone medical advice from a Clinician;

"Control" has the meaning given in the Corporation Tax Act 2010, s1124 and Controls and Controlled shall be interpreted accordingly;

"Controller, Processor, Processing, Data Subject, Personal Data, Special Categories of Personal Data, Natural Person, Personal Data Breach, Data Protection Officer" shall each have the meaning given in the Data Protection Legislation;

"Counselling" means a service providing a Service User the opportunity to explore, discover and clarify ways of living more resourcefully and towards greater well-being, helping

them to help themselves and to assist them to come to terms with their feelings, discovering what options are open to them, to choose between them and to marshal their own inner resources to overcome their own problems which may have a beneficial impact on maintaining and improving individual job performance;

“Counselling Entitlement Year” means the period of one year from the point at which a Service User starts their Structured Counselling Services;

“Customer Representative” has the meaning given in clause **Error! Reference source not found.**;

“Data Protection Legislation” means the Data Protection 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the **“UK GDPR”**) and all applicable Relevant Law concerning privacy, confidentiality or the processing of personal data;

“DPA” means the Data Processing Agreement set out in the Appendix to Schedule 5 of these Terms;

“Force Majeure Event” means any event or sequence of events beyond a Party's reasonable control and which prevents it from, or delays it in, performing its obligations under these Terms including, but not limited to, (a) fire, flood or other natural disaster; (b) war, acts of terrorism, riots; (c) adverse weather conditions; (d) law or governmental order or direction; (e) epidemic or pandemic; or (f) any contractual financial distress suffered by either Party under these Terms, in that Party's reasonable opinion, but not including an inability of the Customer to pay any fees due under these Terms;

“Good Industry Practice” means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances;

“Group” in respect of the Party, means that Party, and any subsidiary undertaking or parent undertaking of that Party from time to time and any subsidiary undertaking of a parent undertaking of the Party from time to time;

“Host Service” means the central telephone equipment/service and lines;

“Host Service Provider” means any provider of a Host Service, e.g. British Telecommunications PLC;

“Intellectual Property Rights” means logos, trademarks, trade or business names, service marks, design rights, database rights, domain names, copyright, patents, rights to inventions, rights in goodwill or to sue for passing off, rights in designs, data base rights, rights in computer software, utility models, rights in confidential information (including know-how, trade secrets and any other similar rights), whether or not registered, and including all applications for and renewals or extensions of (and rights to apply for, renew or extend), such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, together in each case with the right to claim and retain damages for past, current and future infringements of such rights;

“HealthHero Representative” has the meaning given in clause **Error! Reference source not found.**;

“One Off Counselling Session” means the Service more particularly described in Part C of **Error! Reference source not found.**;

“Parent Undertaking” has the meaning given in s1162 of the Companies Act 2006;

“Parties” means HealthHero and the Customer and **“Party”** means any one of them;

“Pre-existing Intellectual Property” means any and all Intellectual Property Rights owned by, or licensed from a third party to, HealthHero or the Customer (as applicable) that are or have been created independently of these Terms (whether prior to the Commencement Date or otherwise);

“Primary Contact” means the individual at the Customer agreeing to the terms of these Terms;

“Relevant Law” means legally binding applicable law of the UK (or any part of the UK);

“Representatives” has the meaning given in clause 13.1;

“Senior Manager Representatives” means the Customer Representative and the HealthHero Representative as appointed and notified to the other Party from time to time;

“Services” means the services and the provision of the products described in these Terms;

“Service Levels” means those service levels set out in Schedule 2;

“Service User” means a person who is entitled to benefit from the Services;

“Structured Counselling Service” means the Service more particularly described in Part D of **Error! Reference source not found.**;

“Subsidiary Undertaking” has the meaning given in s1162 of the Companies Act 2006;

“Symbio Digital” means the digital application more particularly described in Part A of **Error! Reference source not found.**;

“Term” has the meaning given in clause 2.3;

“these Terms” means these terms and conditions together with the Schedules attached and in the event of any conflict between these terms and conditions and the Schedules, the Schedules shall prevail;

“UK” means the United Kingdom;

“VAT” means UK value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the UK; and

“Virtual GP Services” means those Services, more particularly described in Part B of **Error! Reference source not found.**

2. TERM

- 2.1 These terms and the rights and obligations of the Parties under these Terms shall take effect on the Commencement Date.
- 2.2 The Parties agree that, during the 30-day period commencing on the Commencement Date (the **“Break Period”**), the Customer shall be permitted to terminate these Terms on 7 days prior written notice. Following the Break Period, the Customer shall only be permitted to terminate during the Initial Term in accordance with clause 16.
- 2.3 These Terms shall continue in full force and effect for 12 months from the Commencement Date unless terminated earlier in accordance with clause 16 (the **“Initial Term”**). Following the Initial Term, the Parties intend that these Terms shall automatically renew for consecutive one (1) year period(s) (each a **“Renewal Term”**, and each Renewal Term together with the Initial Term, the **“Term”**)) unless either Party gives the other written notice of termination not less than one (1) month prior to the end of the Initial Term in which case these Terms shall terminate upon the expiry of the Initial Term. During any Renewal Term, and subject to clauses clause 16 below, either Party shall be permitted to terminate these Terms by giving the other not less than one (1) month prior written notice of termination.

3. CUSTOMER OBLIGATIONS

- 3.1 During the Term, HealthHero agrees to supply, and the Customer agrees to purchase, Services on the terms set out in these Terms.
- 3.2 The Customer shall at all times and in all respects:
 - 3.2.1 perform its obligations in accordance with the terms of these Terms;
 - 3.2.2 pay the Fees for the Services in accordance with the provisions of clause 12 and the terms of the Order Form;
 - 3.2.3 co-operate with HealthHero in all matters arising under these Terms or otherwise relating to the performance of the Services;
 - 3.2.4 inform HealthHero in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services;
 - 3.2.5 ensure that its employees co-operate with HealthHero in relation to the provision of the Services;
 - 3.2.6 promptly provide HealthHero with such information and documents which HealthHero may reasonably request for the proper performance of its obligations under these Terms; and
 - 3.2.7 be solely responsible for marketing of the Services to its Service Users and shall ensure that all references to the Services in its marketing and communication materials are in a form that has been approved in writing by HealthHero prior to distribution, such approval not to be unreasonably withheld or delayed.
- 3.3 In relation to Symbio Digital, the Customer further acknowledges and undertakes that:
 - 3.3.1 it shall use Symbio Digital only in accordance with the terms of these Terms and any relevant end user license agreement;
 - 3.3.2 it is the Customer's responsibility to make sure the registration details are correct to onboard Service Users;
 - 3.3.3 where the Customer chooses to override any functionality or recommendation within Symbio Digital, then HealthHero is not in any way responsible or liable should a user come to harm; and
 - 3.3.4 where the Customer identifies any quality issues or receives any adverse feedback it is obliged to inform HealthHero immediately.

4. SYMBIO PRODUCT DESCRIPTION

- 4.1 Symbio comprises a bundle of Services which include:
 - a. Symbio Digital (chatbot, content in text, audio and video format)
 - b. Virtual GP Services;
 - c. One Off mental health Counselling Sessions (solution focussed brief therapy); and
 - d. Structured mental health Counselling (solution focussed brief therapy),
 - e. Remote Physiotherapy Consultations

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5. SYMBIO LICENCE

- 5.1 Subject to the terms of these Terms and payment of the Licence Fee, HealthHero grants the Customer a non-exclusive licence to install and use Symbio in the UK for the Term for the Agreed Users.

- 5.2 The Customer acknowledges that Symbio is licensed 'As Is' and HealthHero does not give any warranty or representation and does not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to Symbio or the consequences of its use.
- 5.3 Should the Customer wish to grant sub-licenses to certain members of its Group, and HealthHero (in its sole discretion) provides its consent, such Group companies shall be **"Authorised Licensees"** for the purposes of these Terms, and the following provisions of this clause shall apply. In respect of any sub-licenses granted pursuant to these Terms, the Customer shall:
- 5.3.1 be liable for the acts and omissions of the Authorised Licensees as if they were its own; and
- 5.3.2 procure that each Authorised Licensee is aware of, and complies with, the obligations and restrictions imposed on the Customer under these Terms, including all obligations and restrictions relating to record keeping, audits and installation or use of the Software and HealthHero's Confidential Information.
- 5.4 The licence shall include a right for the Customer to grant sub-licenses to third parties engaged to provide outsourcing or consultancy services to the Customer, provided HealthHero has given its prior written approval in relation to each proposed sub-licence. The Customer shall:
- 5.4.1 be liable for the acts and omissions of the third party as if they were its own; and
- 5.4.2 procure that the third party is aware of, and complies with, the obligations and restrictions imposed on the Customer under these Terms, including all obligations and restrictions relating to record keeping, audits and installation or use of the Software and HealthHero's Confidential Information.
- 5.5 The Customer acknowledges that HealthHero shall be entitled to withhold approval under clause 5.4 at its discretion or to make any approval conditional on the payment of additional fees or such other terms as HealthHero considers appropriate.
- 5.6 Any sub-licenses granted by the Customer under clauses 5.3 or 5.4 shall prohibit further sub-licensing and shall include a provision to the effect that the sub-licence shall terminate immediately on expiry or termination of these Terms.
- 6. LIMITATIONS ON USE OF SYMBIO**
- 6.1 Except as expressly permitted under these Terms or by law, the Customer shall not:
- 6.1.1 use, copy, modify, adapt, correct errors in, or create derivative works from, Symbio Digital;
- 6.1.2 decode, reverse engineer, disassemble, decompile or otherwise translate or convert Symbio Digital;
- 6.1.3 assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber Symbio Digital;
- 6.1.4 install or use Symbio Digital, or permit it to be installed or used, on behalf of any third party; or
- 6.1.5 attempt to circumvent or interfere with any security features of Symbio Digital.
- 6.2 The Customer shall, and shall use all reasonable endeavours to ensure that the Service Users shall, install and use Symbio Digital at all times in accordance with the terms of these Terms and the end user license agreement to which a user (whether Customer or End User) must agree to comply prior to using Symbio Digital and its associated services.

- 6.3 The Customer shall notify HealthHero in writing as soon as it becomes aware of any actual or suspected unauthorised installation or use of Symbio Digital (including any installation or use in excess of the Licence Restrictions).

7. DOWNLOAD AND INSTALLATION OF SYMBIO DIGITAL

- 7.1 HealthHero may download Symbio Digital From the app stores. An automatic e-mail will be sent with direct access to the app stores.

7.1.1 For iOS: <https://apps.apple.com/HealthHero/app/healthhero-mvp/id1588101939>

7.1.2 For Android:
<https://play.google.com/store/apps/details?id=com.healthhero.myhero&hl=fr&ah=EAFCdHDO3-GceDlaSzqkaLJ91TA>

- 7.2 It is the Customer's responsibility to ensure that any system or device used to access the Services (including Symbio Digital) are kept up to date with the latest operating system, security updates and have a suitable stable network connection.

- 7.3 HealthHero shall have no liability (howsoever arising, including in negligence) if Symbio Digital is not available for download or will not download correctly due to matters outside the reasonable control of HealthHero including for reason of network failures or a Service User seeking to download Symbio on an incompatible device.

- 7.4 Unless otherwise agreed in writing, the Customer shall be responsible for installing Symbio Digital in accordance with the instructions provided by HealthHero.

these Terms

8. PERFORMANCE OF THE SERVICES

- 8.1 HealthHero shall not be liable for any delay or failure in the supply or completion of the Services, or in respect of any other obligation under these Terms, where the same arises directly or indirectly and whether in whole or in part as a result of:

8.1.1 the Customer's failure to provide HealthHero with adequate instructions or reasonable assistance required for the supply or completion of the Services; or

8.1.2 any other act or omission in connection with the Customer's obligations under these Terms; or

8.1.3 a Force Majeure Event.

- 8.2 HealthHero shall:

8.2.1 devote to the performance of the Services the time, attention, skill and other resources as may be reasonably necessary to diligently perform such services in accordance with the Service Levels;

8.2.2 keep up-to-date records in relation to the provision of the Services and shall produce and compile any aggregate data and assist in the production of reports as are reasonably requested by the Customer from time to time; and

8.2.3 provide a designated telephone number for the Customer's Service Users to call which is compliant with Ofcom regulations at the time (e.g. in relation to call charges) and will, with advance notice to the Customer, update the telephone number, if necessary, should Ofcom regulations change.

- 8.3 HealthHero warrants and undertakes to the Customer that:

- 8.3.1 to the extent Clinicians are providing the relevant Services, all such Clinicians have the necessary skill and expertise to provide the Services;
- 8.3.2 to the extent Clinicians are providing the relevant Services, all such Clinicians shall provide independent and unbiased advice to the Service User in connection with the Services; and
- 8.3.3 the Services shall conform to the standards generally observed in the industry for similar services.

9. CHANGES

- 9.1 HealthHero may, at any time, update or change any part of the Services or the way that they are provided to reflect changes in Relevant Law, best practice or clinical guidelines and in such circumstances shall use reasonable endeavours to provide the Customer with prior written notice. Nothing in this clause 9.1 shall oblige HealthHero to make such changes or to make changes immediately.
- 9.2 In addition, HealthHero may, from time to time, update the features of Symbio Digital, to enhance the user experience.

10. WARRANTY

- 10.1 The Customer warrants that:
 - 10.1.1 it has the right, power and authority to enter into these Terms and grant to HealthHero the rights (if any) contemplated in these Terms; and
 - 10.1.2 all information, documents, materials, data or other items provided by the Customer pursuant to these Terms do not infringe the Intellectual Property Rights of any third party.
- 10.2 HealthHero warrants that:
 - 10.2.1 the Services shall be performed in accordance with Good Industry Practice; and
 - 10.2.2 the Services performed shall comply in all material respects with the specifications and terms set out in **Error! Reference source not found..**
- 10.3 Except as set out in this clause 10:
 - 10.3.1 HealthHero gives no warranty and makes no representations in relation to the and
 - 10.3.2 the conditions implied by the Supply of Goods and Services Act 1982 s12–16 are expressly excluded.

11. SUSPENSION OF SERVICES

- 11.1 If the Customer is in breach of any of its obligations under these Terms or if HealthHero is prevented or delayed in performing the Services for any reason attributable to the Customer, its Affiliates, employees, agents, representative or subcontractors, then HealthHero (without prejudice to its other rights):
 - 11.1.1 may suspend performance of the Services until such time as the Customer fully remedies its breach or default;
 - 11.1.2 shall not be liable for any losses, damages, costs and expenses incurred by the Customer as a result of such suspension; and
 - 11.1.3 shall recover from the Customer all losses, damages, costs and expenses incurred by HealthHero arising from the Customer's breach of default.

12. FEES AND EXPENSES

- 12.1 The Customer shall pay HealthHero the fees (plus any applicable VAT) for the Agreed Users, at the rates set out below (in each case, the **"License Fee"**):

SYMBIO

Number of Agreed Users	Price Per Licence Per Month
10-250	£5.95 + VAT
251-500	£5.45 + VAT
500+	£4.95 + VAT

SYMBIO PLUS

Number of Agreed Users	Price Per Licence Per Month
10-250	£7.95+ VAT
251-500	£7.45 + VAT
500+	£6.95 + VAT

- 12.2 Payments shall be made by BACS or Credit Card annually or monthly in advance, unless otherwise agreed. Interest shall be payable at a rate of 4% above the Bank of England base rate from time to time (and at a rate of 4% for any period that the base rate is below 0%) if invoices are not paid within 14 days of receipt.
- 12.3 The Customer undertakes to pay any additional costs which may affect the price of delivering the Services as a result of changes in taxation rules.
- 12.4 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due ("**Disputed Fees**"), it shall notify HealthHero in writing as soon as reasonably practicable and in any event within 10 Business Days of receipt of the invoice.
- 12.5 The Customer Representative and the HealthHero Representative shall work together in good faith to agree an approach in respect of the Disputed Fees. In the event the Parties are unable to reach agreement in relation to the Disputed Fees within 10 Business Days, the Parties shall escalate the issue to their respective Senior Manager Representatives who shall collaborate to resolve the dispute within 20 Business Days. In the event that the Senior Management Representatives are also unable to resolve the issues within the stipulated timeframe, the Parties shall refer to the dispute resolution provision in clause 19.
- 12.6 The Customer's failure to pay the Disputed Fees shall not be deemed to be a breach of these Terms. The Customer shall pay the balance of the Fees which is not in dispute by the due date. Once the dispute is settled, the Customer shall have 10 Business Days to pay any outstanding amount due after which the interest stated in clause 12.2 shall be incurred and payable.

13. CONFIDENTIAL INFORMATION

- 13.1 Subject to clause 13.2 neither Party shall use or divulge or communicate to any other person (other than: (a) to those of its officers, employees, agents, consultants or professional advisers (together, a Party's "**Representatives**") who need to know such information in connection with matters arising out of or in connection with these Terms or the Services, or those whom the other Party has consented to receiving such information; (b) in connection with any dispute resolution (including in connection with any litigation between the Parties); or to comply with Relevant Law):

- 13.1.1 any confidential information concerning these Terms, the Service Users, the products, customers, business, accounts, finance or contractual arrangement or other dealing, transactions or affairs or the Customer or HealthHero which may come to either Party's knowledge in the course of providing the Services;
 - 13.1.2 any information concerning the Services or the Customer's or HealthHero' operating systems; or
 - 13.1.3 any materials or the substance of any report, recommendation, advice or test made, given or undertaken by HealthHero in connection with its duties hereunder (and HealthHero and the Customer shall use all reasonable endeavours to prevent the unauthorised publication or disclosure of any such information or documents), (together the **"Confidential Information"**).
 - 13.2 The obligations in clause 13.1 shall not apply to any Confidential Information which:
 - 13.2.1 is in or comes into the public domain other than by breach of these Terms;
 - 13.2.2 the receiving Party can show by its records was in possession before it received it from the disclosing Party; or
 - 13.2.3 the receiving Party can prove it obtained or was able to obtain from a source other than the disclosing Party without breaching any obligation of confidence.
 - 13.3 HealthHero and the Customer shall take appropriate technical and organisational measures against unauthorised access to or disclosure of any information to a third party, and against accidental loss of or damage to any information, in whatever form the information may be displayed or stored.
 - 13.4 The provisions of this clause 13 shall survive the expiration or termination of these Terms.
- 14. DATA PROTECTION**
- 14.1 The provisions of Schedule 3 shall apply to these Terms.
- 15. COMPLAINT HANDLING**
- 15.1 Both Parties hereby agree to inform the other promptly, and in any event within 2 Business Days of any complaint which is received from a Service User in relation to the provision of the Services.
 - 15.2 HealthHero shall provide the Customer with all assistance as is reasonably requested by the Customer in order to resolve any complaint from a Service User in relation to the provision of the Services.
 - 15.3 Both Parties agree to act in accordance with any complaints procedure as agreed between the Parties from time to time.
- 16. TERMINATION**
- 16.1 Both Parties agree that, subject to the terms of clause 16.2 below, these Terms shall remain in force for the Term.
 - 16.2 Either Party shall be entitled to terminate either these Terms immediately by notice in writing to the other Party if the other Party:
 - 16.2.1 commits any material or persistent breach of any of its obligations under these Terms and in the case of a breach capable of being remedied, fails to rectify such breach within 30 days of being notified to do so by the other Party;
 - 16.2.2 has a petition (save for a frivolous or vexatious petition being disputed in good faith) presented or an order made or a resolution passed for winding up, or has an administration order made against it, or has issued a notice convening a meeting for the purposes of passing any such voluntary winding-up resolution, or has become unable to pay its debts as and when they fall due;

- 16.2.3 has an encumbrancer take possession of, or has receiver, administrator, administrative receiver, trustee, judicial factor or similar officer appointed over the whole or part of its undertaking, property or assets;
 - 16.2.4 has a notice issued convening a meeting for the purpose of entering, or proposed to enter or enters into any general arrangement or composition with its creditors, or agrees or declares a general moratorium in respect of a substantial part of its debts;
 - 16.2.5 goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed under these Terms);
 - 16.2.6 has anything similar to any of the foregoing under law of any jurisdiction occurring to it;
 - 16.2.7 ceases, or threatens to cease, to carry on its business or any substantial part of its business, other than a transfer of the business to another entity within that Party's Group or any other form of intra-group restructure; or
 - 16.2.8 is guilty of any fraudulent activity, dishonesty, serious misconduct or is convicted of a criminal offence or if either Party participates in any conduct which brings HealthHero or the Customer into disrepute.
- 16.3 HealthHero shall be entitled to terminate these Terms in the circumstances described in clause 27.5.

17. EFFECT OF TERMINATION

- 17.1 On the expiration or termination of these Terms:
- 17.1.1 all rights and obligations of the Parties under these Terms shall automatically terminate except for such rights of action as shall have accrued prior to such date of termination, and any obligations which expressly or by implication are intended to come into or continue in force on or after such expiration or termination;
 - 17.1.2 each Party shall pay any undisputed charges or payments up to the date of expiration or termination;
 - 17.1.3 each Party shall retain the right to pursue any disputed Fees until any such dispute is settled;
 - 17.1.4 HealthHero will reimburse to the Customer for any payments made in advance for that part (if any) of the Services no longer to be provided as a result of termination; and
 - 17.1.5 the licences granted by HealthHero shall terminate and the Customer shall:
 - (A) stop using and uninstall Symbio Digital; and
 - (B) destroy and delete all copies of Symbio Digital in its possession or control.
- 17.2 The Customer shall ensure that it backs up its data regularly and extracts it from Symbio Digital prior to the termination or expiry of these Terms. HealthHero shall not be obliged to provide the Customer with any assistance extracting or recovering data whether during or after the Term.
- 17.3 Termination or expiry of these Terms shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of these Terms that is expressly or by implication intended to continue beyond termination.
- 17.4 Without prejudice to the generality of clause 17.3 above, where a clause in these Terms (including, without limitation, clauses 13, 14, 17, **Error! Reference source not found.**, 19,

20, and 22) expressly or impliedly has effect on termination or other expiry of these Terms, that clause shall continue in force on and after such termination or expiry.

18. LIMITS OF LIABILITY

- 18.1 Save for liability in respect of: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other matter in relation to which liability cannot be limited as a matter of law, HealthHero shall have no liability to the Customer in relation to matters arising in connection with these Terms or the Services.

19. DISPUTE RESOLUTION

- 19.1 In the case of a dispute arising out of or in connection with these Terms, the Parties' Senior Manager Representatives shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute.
- 19.2 If the Senior Manager Representatives have been unable to resolve the dispute within 30 Business Days, they will escalate the dispute to MD UK & Ireland – Enterprise at HealthHero and the Primary Contact at the Customer.
- 19.3 If the individuals set out in clause 19.2 are unable to resolve the dispute within {sd_esc | toWords} Business {#sd_esc == 1}Day{/}{#sd_esc != 1}Days{/, the Parties will attempt to settle it by mediation. The Parties, shall acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of the escalation procedure, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.
- 19.4 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other Party (such notification may be verbal provided that it is followed up by written confirmation). The Parties will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.
- 19.5 Nothing in these Terms shall prevent:
- 19.5.1 either Party taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or
 - 19.5.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of Service Users or the security of Confidential Information, pending resolution of the relevant dispute.

20. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

- 20.1 HealthHero shall ensure that it acts in accordance with the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as they may be amended from time to time) in relation to these Terms.
- 20.2 The terms of this clause 20 shall survive termination.

21. ASSIGNMENT

Neither Party may assign, novate or sub-contract its rights or obligations under these Terms; provided that HealthHero shall be permitted to freely assign, novate or sub-contract any of its rights or obligations under these Terms to another member of its Group.

22. RECORDS AND AUDIT

- 22.1 The Customer shall maintain accurate and complete records of its and its sub-licensees installation and usage of Symbio Digital including the number of Agreed Users.
- 22.2 Within ten Business Days of being requested to do so by HealthHero, the Customer shall provide HealthHero with copies of the records referred to in clause 22.1 for the purpose of verifying that the Customer's treatment of Symbio Digital is in accordance with these Terms.
- 22.3 The provisions of this clause 22 shall survive termination or expiry of these Terms for a period of 12 months.
- 22.4 Each Party shall be entitled to audit the other Party in connection with such Party's obligations under these Terms by visit or through correspondence at any time (an **"Audit"**).
- 22.5 An Audit shall, as a matter of usual practice, be conducted no more than once per annum, during the Term and thereafter until all of the other Party's rights, obligations and duties arising out of or in connection with these Terms have terminated. In the event, however, that a Party reasonably believes the other Party has materially breached these Terms, it shall be permitted to conduct an Audit even where an Audit has already been carried out by such Party in the relevant 12-month period.
- 22.6 Each Party shall promptly allow representatives of the other Party access to any of its offices during normal business hours for these purposes, on 5 Business Days' notice (or such shorter period as may be reasonably required in the relevant circumstances). Each Party shall co-operate fully with any such Audit and supply promptly such information, data and records (whether stored electronically or otherwise) of whatsoever nature as may be reasonably requested by the other Party and each Party shall be entitled to make copies or take extracts of the same. Each Party shall be entitled to share any information or reports produced from the audit with any regulator or its insurance underwriter or providers as required.

23. INTELLECTUAL PROPERTY RIGHTS

- 23.1 HealthHero undertakes that it shall, upon commencement of these Terms, grant to the Customer, for the duration of the term of the Term only, a non-exclusive, royalty free, world-wide licence and all necessary permissions or consents required to use the Pre-existing Intellectual Property of HealthHero, as appropriate, to enable the Customer to benefit from the Services.
- 23.2 The Customer hereby grants to HealthHero and its Group, for the duration of the Term only, a non-exclusive, royalty free, world-wide licence and all necessary permissions or consents required to use the Pre-existing Intellectual Property of the Customer, as appropriate, to enable HealthHero to provide the Services.
- 23.3 Unless agreed otherwise between the Parties on a case by case basis, any and all Intellectual Property Rights in any deliverables produced for, in connection with, on behalf of, or at the request of the Customer pursuant to these Terms shall, on creation, immediately vest in HealthHero, and the Customer shall be granted a licence to such Intellectual Property Rights on the basis set out in clause 23.1.
- 23.4 Except for the rights to install and use Symbio Digital expressly granted in these Terms, the Customer shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in Symbio Digital and no Intellectual Property Rights of either party are transferred or licensed as a result of these Terms.
- 23.5 HealthHero may use any feedback and suggestions for improvement relating to Symbio Digital and related services that is provided by the Customer and/or any Authorised Licensee (or anyone acting on the Customer and/or any Authorised Licensee's behalf) (**Feedback**) without charge or limitation. The Customer hereby assigns (or shall procure the assignment)

of all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to HealthHero at the time such Feedback is first provided to HealthHero.

- 23.6 Clauses 23.4 and 23.5 shall survive the termination or expiry of these Terms and the Customer shall (at its sole cost and expense) promptly do (and procure the doing) of all such acts and things as HealthHero may require for the purpose of giving effect to clauses 23.4 and 23.5.

24. NOTICES

- 24.1 Any notice required by these Terms to be given by either Party to the other shall be in writing and shall be served personally, by email to:

24.1.1 the Customer at the email address notified to HealthHero as part of the process to get a quote for Symbio; and
to HealthHero at Symbio-now@healthhero.com with a copy to deepak.jha@healthhero.com.

- 24.2 Any notice will be deemed served as follows:

24.2.1 any notice served personally it will be deemed to have been served on the day of delivery where such day is a Business Day or the following Business Day otherwise;

24.2.2 any notice sent by post will be deemed to have been served forty eight (48) hours after it was posted where such day is a Business Day or the following Business Day otherwise; and

24.2.3 any notice sent by email will be deemed to have been served 2 hours after it was sent, if sent between 9am-5pm on a Business Day otherwise it shall be deemed to be served the following Business Day, unless a bounce-back or similar is received by the sender.

25. FORCE MAJEURE

- 25.1 Neither Party shall be liable for any failure or delay in performing any of its obligations under these Terms (save for in relation to any payment obligations of the Customer) if such failure or delay is caused by a Force Majeure Event and such Party shall be entitled (subject to giving the other Party full particulars of the circumstances in question and to using all reasonable endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations. If such Force Majeure Event continues for a period of more than one month, the affected Party may terminate these Terms by written notice to the other Party.

- 25.2 HealthHero accepts no liability whatsoever for the inability of the Service User to access the Services during the Term due to mechanical breakdown, poor or disrupted telephone connections (including any internal or external network services) or for any interruption or break in the Services or access to the Services due to any failure (technical or otherwise) of the telephone network as supplied by the Host Service or Host Service Provider.

26. CODE OF CONDUCT

- 26.1 **Anti-Corruption**

26.1.1 The Parties shall not commit, authorise or permit any action in connection with the negotiation, conclusion or the performance of these Terms which would cause the Parties and/or any Group member to be in breach of any applicable anti-corruption or anti-bribery laws or regulations. This obligation applies in particular to unlawful payments including, but not limited to, facilitation payments to government officials, representatives of public authorities or their associates, families or close friends.

- 26.1.2 Each Party agrees that it will neither offer nor give, or agree to give, to any employee, representative or third party acting on behalf of the other Party nor accept, or agree to accept from any employee, representative or third party acting on behalf of the other Party, any gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or the performance of these Terms.
- 26.1.3 Each Party shall promptly notify the other Party if it becomes aware of, or has suspicion of, any corruption with regard to the negotiation, conclusion or the performance of these Terms.
- 26.1.4 Breach of this clause shall be considered a material breach of contract, incapable of remedy, for the purposes of clause 16.2 of these Terms.

26.2 Respect for Human Rights and Fair Labour Practices

- 26.2.1 The Parties respect and support compliance with internationally recognised human rights, including but not limited to the Modern Slavery Act 2015. The Parties expect each other to promote respect for human rights both internally and across their supply chains through their actions, and by engaging with the governments of the countries in which they operate.
- 26.2.2 Each Party must provide a workplace and supply chain free of inhumane or discriminatory treatment or threat thereof, including any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity.
- 26.2.3 Each Party must respect legislation against child labour. The Parties must not use any form of forced labour or human trafficking of involuntary labour through threat, force, fraudulent claims or other coercion and shall use reasonable endeavours to ensure the same applies throughout their supply chain.
- 26.2.4 Each Party must comply with all applicable labour laws including as to compensation and working hours, and use reasonable endeavours to ensure their supply chain does the same. The Parties must respect workers' rights to freedom of association and collective bargaining in accordance with applicable local laws and regulations.

26.3 Licenses and Registration

HealthHero shall comply with all applicable laws, regulations and its codes of practice relevant to providing the Services, and in doing so will obtain and maintain all appropriate licence and registrations.

27. GENERAL

- 27.1 This Agreement (together with any written amendments) constitutes the entire understanding between the Parties concerning the subject matter thereof, and supersedes any previous agreement, whether written or oral, between the Parties in relation to that subject matter.
- 27.2 No waiver or amendment of any provision of these Terms shall be effective unless made by a written instrument signed by both Parties.
- 27.3 Each provision of these Terms shall be construed separately and notwithstanding that any such provision may prove to be illegal or unenforceable the remaining provisions of these Terms shall continue in full force and effect.
- 27.4 The headings to the clauses of these Terms are for ease of reference only and shall not affect the interpretation or construction of these Terms.
- 27.5 HealthHero's consent must be obtained in advance of any change in Control of the Customer, and HealthHero shall act reasonably in not withholding such consent. For the avoidance of doubt, the Parties agree that it would be reasonable for HealthHero to withhold

consent, and therefore elect to terminate these Terms, where the Customer is sold to a competitor of HealthHero.

- 27.6 Unless it expressly states otherwise, these Terms does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

28. GOVERNING LAW AND JURISDICTION

- 28.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 28.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.

SCHEDULE 1

SYMBIO SPECIFICATION AND TERMS

The current specification and terms for the Symbio components are as set out below. These may be updated by HealthHero from time to time.

- (1) **Symbio**, comprising:
 - a. Symbio Digital;
 - b. Virtual GP Services; and
 - c. the One Off Mental Health Counselling Session Service (solution focussed brief therapy).

- (2) **Symbio Plus**, comprising:
 - a. Symbio Digital;
 - b. Virtual GP Services;
 - c. the One Off Mental Health Counselling Session Service (solution focussed brief therapy).; and
 - d. Structured Mental Health Counselling(solution focussed brief therapy)
 - e. Remote Physiotherapy Consultations

PART A

SYMBIO DIGITAL

Symbio is a mobile application that allows the employees (users) of corporate clients to assess aspects of their own lifestyle and wellbeing through self-assessment questionnaires. Users are able to complete self-care exercises through the use of a chatbot in order to achieve their desired health, lifestyle and wellbeing goals, which may cover a variety of mental health needs.

The product contains general information about wellbeing in written and audio formats so that the user learns more about a specific aspect of their wellbeing. The application also offers tools so that the user can track their progress.

If required, the application can also signpost to other services, such as Virtual GP, Employee Assistance Programmes and emergency services.

Web applications will be made available to the corporate client to support them with granting access to their users and obtaining anonymised metrics relating to use of the product and the wellbeing of their workforce.

The product is not intended to indicate a prognosis for a particular condition or diagnose conditions. Administrator users at the Customer organisation will have access to Symbio Hub, the web admin portal for Symbio. The administrator can add Service User emails into the hub to generate invites. Service Users can then download and install the app and create an account with an email address and a password.

Symbio Digital is not a medical device Output from the Symbio product does not constitute medical advice, diagnosis or treatment; it provides recommendations based on information provided by the user.

The clinical content is reviewed/updated routinely as part of a rolling cycle.

PART B VIRTUAL GP SERVICES

The Services set out in this Part B are subject to the patient-facing terms and conditions published at <https://www.healthhero.com/terms-and-conditions>, from time to time. For the avoidance of doubt, these Services are intended to cover non-emergent medical issues only.

A) ONLINE CLINICIAN VIDEO AND TELEPHONE CONSULTATION SERVICE

1. Service Users shall book Consultations (being either a video or telephone Consultation) through Symbio Digital.
2. HealthHero will use reasonable endeavours to enable the Service User to meet the Clinician online for the purpose of providing medical advice to the Service User via the Online Clinician Video and Telephone Consultation Service.
3. Once a Consultation is booked, the Service User shall be sent an email to confirm the appointment and provide the access hyperlink to the Online Clinician Video and Telephone Consultation Service. Where no email address is provided, or the Service User gives an incorrect email address, the Clinician will be unable to fulfil the Services in respect of that Service User and HealthHero shall not be liable and the Customer and any relevant Service User shall not be entitled to bring a claim against HealthHero or any of its Clinicians.
4. All Online Clinician Video and Telephone Consultations are recorded in the interests of all parties.
5. Services cannot be provided to women who confirm (upon being asked) that they are or may be pregnant, even if the health concern does not directly relate to the pregnancy. In the event that HealthHero considers that it can provide such services, it shall notify the Customer and the services shall be included as Services from the date of such notification.
6. Where all available Online Clinician Video and Telephone Consultation Service appointments have already been booked on any given day, Service Users will be offered (at the option of HealthHero) the next available appointment on the following day or a telephone consultation in accordance with the terms of the Online Clinician Video and Telephone Consultation Service described above, with the option to provide photographic images to assist the Clinician in the Consultation.

B) PRIVATE PRESCRIPTION SERVICE

1. During a Consultation, the diagnosing Clinician acts in what they reasonably believe, based on the information provided by the Service User, to be in the Service User's best interest and may consider that prescription medication would assist the Service User in treating their symptoms. If the Clinician considers this appropriate and at the sole discretion of the Clinician, they can offer private prescription medication to the Service User, subject to compliance with HealthHero policies and General Medical Council (or relevant regulatory body) best practice guidelines on remote consultations and prescribing being followed.
2. Services cannot be provided to women who confirm (upon being asked) that they are or may be pregnant, even if the health concern does not directly relate to the pregnancy. In the event

that HealthHero considers that it can provide such services, it shall notify the Customer and the services shall be included as Services from the date of such notification.

3. In the absence of possession and knowledge of the Service User's medical records and follow up care, except for the contraceptive pill, the service is not suitable for issuing repeat prescriptions. If a Service User is not able to answer the Clinician's questions to the reasonable satisfaction of the Clinician, then the Clinician may, in his or her sole discretion, elect not to raise a private prescription.
4. At the sole discretion of HealthHero, a nominated pharmacy in the UK may be sent a private prescription by fax or by an electronic prescription sent by electronic means, either directly to the pharmacy or presented by the Service User.

C) AVAILABILITY TO FAMILY MEMBERS AND DEPENDENTS

Symbio Plus Service Users will also have Remote GP Services available to family members and dependents living at the same address as them.

PART C ONE OFF COUNSELLING SESSION

The Service User can, through Symbio Digital, request a call-back for one-off Counselling. The HealthHero Client Service Centre team, who are available 24 hours a day, 365 days a year, will arrange for a fully qualified and trained counsellor to call the Service User at the time selected by the Service User in the app. Following an initial welfare assessment, Service Users may be advised to seek further support in relation to a range of information/signposting services including health, legal and money/debt, where issues in these areas are affecting their wellbeing. Where a need for further psychological support is identified, they may be advised to seek suitable psychological support from other specialist agencies.

PART D STRUCTURED COUNSELLING

An initial assessment shall be carried out by a fully qualified and trained counsellor in accordance with the One Off Counselling Session Service. If, during the One Off Counselling Session the counsellor confirms that the Service User and their presenting issue(s) are appropriate for short-term solution-focused Counselling, Service Users may be offered up to 6 Structured Counselling Sessions (per Counselling Entitlement Year), which shall be booked by the HealthHero Client Service Centre Team for that Service User.

PART E REMOTE PHYSIOTHERAPY CONSULTATIONS

Healthcare Provider Information

The healthcare provider is healthcare rm Limited, a company registered in England with company number 3991287. healthcare rm provides an integrated framework for the management of personal health and wellbeing and offers a wide range of healthcare services to individuals, companies and other partners.

Service Appropriateness

The service is designed to offer support and advice for aches and pain caused by musculoskeletal disorders. Musculoskeletal disorders can be defined as issues arising from the muscles, tendons, ligaments and bones.

Please do not use this service if:

- You are specifically seeking face-to-face (in-person) treatment
- You have sustained a traumatic injury that requires medical attention (for example, a suspected fracture)
- Your ache or pain is not due to a musculoskeletal disorder

Service Description

The service is designed to prevent acute musculoskeletal aches and pains becoming chronic. It provides early intervention and education to help keep you in good physical health and reduce the risk of minor problems becoming more serious.

Your appointment will consist of an assessment and consultation with an experienced musculoskeletal practitioner. Your practitioner will provide feedback and advice on next steps to help you manage and improve your condition.

Your practitioner will be a physiotherapist with a BSc in Physiotherapy (minimum qualification level) with additional training in the recognition of any psychosocial factors. If your musculoskeletal disorder is caused or aggravated by sporting activity, a Sports Therapist, with a BSc in Sports Therapy (minimum qualification), may be recommended.

SCHEDULE 2 SERVICE LEVELS

PART A SYMBIO DIGITAL

1. During the Term HealthHero shall be entirely responsible for the end to end security of Symbio Digital, which includes the security of all and any data including personal data transferred to and from Symbio Digital.
2. To the extent that HealthHero intends or requires to make modifications to functionality or specifications which impact Symbio Digital and/or data feeds:
 - a. planned and routine modification will be implemented by prior arrangement with the Customer; and
 - b. notice will be given well in advance of the modification where possible.
3. Scheduled maintenance shall be carried out during the maintenance window of 23:00 to 07:00.
4. Upgrades and New Releases: All upgrades and new releases ("**Upgrades**") are included in the annual subscription fees for Symbio. Any configuration costs associated with upgrades and new releases shall be handled through existing support hours or via an addendum, if required. The Customer must have an active Symbio subscription order agreement to be afforded all new releases and upgrades as they are included in the annual subscription fee.

PART B VIRTUAL GP SERVICE

HealthHero shall provide the Services between 8am to 10pm, 7 days a week, UK time, excluding UK bank holidays.

PART C ONE OFF COUNSELLING SESSION AND STRUCTURED COUNSELLING

HealthHero agrees to provide the Services using reasonable skill and care and in accordance with best industry practice and guidelines prescribed by the UK Employee Assistance Professionals Association, which represents the interests of professionals concerned with employee assistance, psychological health and wellbeing in the UK.

Counsellors will be available between 8am and 8pm, Monday to Friday, excluding bank holidays. You can book only one call with a Mental Health counsellor at a time.

PART D REMOTE PHYSIOTHERAPY CONSULTATIONS

Service Availability

Appointments will be offered between 9am and 5.30pm (end time of final appointment), Monday to Friday (excluding public holidays).

Your Appointment

Your appointment can be booked online and will be confirmed electronically. You will be offered the choice of a telephone or video appointment. Video appointments will be conducted using Microsoft Teams and full instructions will be provided within your appointment confirmation. healthcare rm does not have access to your full medical records and your practitioner will rely on the information you provide during your consultation.

Patient Responsibilities

Should you cancel an appointment with less than 24-hours' notice or fail to attend an appointment, a cancellation charge equivalent to the cost of the session may be charged. Any abuse by a service user towards a healthcare rm practitioner, either verbal or clinical, will be recorded and may result in services being withdrawn.

Feedback & Complaints

We welcome your feedback. Should you wish to make any observations about our service or make a complaint, please contact us as follows:

Telephone: 0333 577 8776

Post: healthcare rm, Ashvale, Ashchurch Business Centre, Alexandra Way, Tewkesbury, GL20 8NB

Healthcare rm is committed to ensuring that your privacy and personal information is protected. Our email contact is also available in the privacy terms that follow. These Terms and Conditions should be read alongside our Privacy Policy <https://healthcare-rm.com/privacy-policy-2/>.

SCHEDULE 3 DATA PROTECTION

The defined terms used in this Schedule 3 shall have the meanings given to them in these Terms and in the DPA set out in the Appendix.

PART A DATA CONTROLLER OBLIGATIONS

1. HealthHero acts as a Data Controller in relation to the Personal Data it Processes in order to deliver the Virtual GP Services, the One Off Counselling Session Services and the Structured Counselling Services provided under these Terms, and the terms of this Schedule 5, Part A shall govern such Processing.
2. To the extent that each Party acts as a Data Controller in relation to any Personal Data received by it under these Terms, they each shall:
 - a. comply at all times with the Data Protection Legislation and, in relation to the Virtual GP Services, the General Medical Council Guidelines on Confidentiality;
 - b. use its reasonable endeavours to act in accordance, in all material respects, with the guidelines, guidance notes, codes of practice and similar documents issued from time to time by a Data Protection Supervisory Authority and, in relation to Virtual GP Services, the General Medical Council; and
 - c. without limiting the generality of paragraph 2.a. above, maintain as complete and accurate all necessary registrations and notifications under all relevant legislation including, but not limited to, notifications required by the Data Protection Legislation.
3. In Processing such Personal Data, in whatever form, HealthHero shall co-operate with the Customer to the extent necessary in relation to any request received from a Service User for access or changes to their Personal Data, such that the Customer may respond to and process such requests promptly and within applicable statutory time limits, providing such requests comply with the General Medical Council Guidelines on Confidentiality.
4. Where HealthHero collects Personal Data under this agreement in whatever form, which it intends to, or is obliged to, disclose to the Customer, HealthHero shall use reasonable endeavours to ensure that such Personal Data can be lawfully Processed, in the manner anticipated by these Terms, by itself (as collecting Party) and by the Customer (as receiving Party), whether each acts as Data Controller, Joint Data Controller, or as Data Processor.
5. Each Party warrants that: (i) all Personal Data that it collects from Service Users, employees or other third parties in the provision of the Services has been, and will continue to be, collected and Processed in accordance with notice, consent and other requirements of the Data Protection Legislation (and, where applicable, the collection and Processing has been notified to the relevant authorities); and each Party shall ensure that (ii) it has, and will continue to have, the right to transfer, or provide access to, such Personal Data to the other Party and its personnel for Processing and such Processing by each Party is in accordance with the terms of these Terms and its instructions will not breach the Data Protection Legislation.

PART B
DATA PROCESSOR OBLIGATIONS

1. In the event that HealthHero processes Customer Personal Data on behalf of the Customer in the capacity of a Data Processor then the Customer and HealthHero shall enter into the DPA for the purposes of which, the Customer shall be the Controller and HealthHero shall be the Processor. In particular, HealthHero shall act as a Data Processor when Processing Personal Data in order to deliver the Symbio Digital services under these Terms, and the terms of this Schedule 5, Part B in conjunction with the DPA shall govern such Processing.
2. In the event of any conflict between the terms in this Schedule 3 and the DPA, the terms of the DPA shall prevail.
3. Before transferring any Customer Personal Data to HealthHero, the Customer undertakes to ensure that, where required, the Customer is entitled to do so and that HealthHero may lawfully use, process and transfer Customer Personal Data in accordance with the DPA on the Customer's behalf. The Customer will ensure that relevant third parties have been informed of, and given their consent to such use, processing and transfer. HealthHero will ensure that it only processes Customer Personal Data in accordance with the terms of the DPA and the Customer's lawful instructions as set out in or further to these Terms.
4. Each Party shall put in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data or its accidental loss, destruction or damage in any case by establishing and maintaining the security measures. HealthHero is not obliged to provide any back-up or security services (otherwise than as part of the Services). The Customer undertakes and agrees that that the security measures have been designed to protect against an event of Personal Data loss taking into account (i) the nature of the Personal Data to be protected (ii) the harm that might result from a loss of such Personal Data (iii) the state of technology available; and (iv) the cost of implementing any additional measures to the standard security measures.
5. HealthHero may use Sub-processors to assist it in its provision of certain Services to the Customer. Where this occurs HealthHero will ensure that it complies in full with the terms of the DPA and HealthHero shall be liable for any non-compliance by any Sub-processor in relation to the obligations under the DPA and/or the Data Protection Legislation. Before allowing any Sub-processor (save where a Sub-processor is an Affiliate) to process any Personal Data related to these Terms, HealthHero will give the Customer (i) at least 30 calendar days' notice in writing of the intended Sub-processor and processing; (ii) confirmation that there is a written agreement in place with the Sub-processor which give effect to the terms set out in these Data Protection Terms such that they apply to the Sub-processor; (iii) such information regarding the Sub-processor as the Customer may reasonably require. The Customer may at any time revert to HealthHero and request changes that the Customer considers appropriate.
6. The Customer acknowledges and agrees that: (i) it is technically possible for the Services to be accessed by the Customer from outside the UK or EEA (ii) the Customer is responsible for

obtaining any necessary consent from Data Subjects in relation to any access by the Customer or licensed third parties to such Services from outside the UK or EEA; and (iii) the Customer is liable for any complaints or claims by Data Subjects or third parties resulting from such access.

7. The Customer acknowledges that HealthHero is reliant on the Customer for direction as to the extent to which HealthHero is entitled to use and process Customer Personal Data. Consequently, HealthHero will not be liable for any loss or damage the Customer may suffer in connection with any claim arising from any action or omission by HealthHero, to the extent that such action or omission resulted directly from the Customer's instructions.

Appendix

Data Protection Agreement

This Data Processing Agreement (the “**DPA**”) is entered into by and between HealthHero Solutions Limited (“**HealthHero**”) (for and on behalf of itself and its Affiliates) and the Customer (for and on behalf of itself and its Affiliates) (collectively, “**the Customer**” or “**the Customer’s**”), and reflects the Parties’ agreement to Process Personal Data in accordance with the requirements of the Data Protection Laws and Regulations. This DPA shall be automatically deemed incorporated by reference into these Terms between the Customer and HealthHero (the “**Agreement**”).

Capitalized terms that are not defined herein shall have the meaning given to them in these Terms or the Standard Contractual Clauses.

DATA PROCESSING TERMS

In the course of providing the Services (as defined below) to the Customer, HealthHero may Process Personal Data on the Customer’s behalf. HealthHero agrees to comply with the following provisions with respect to any Personal Data submitted for Processing in HealthHero’s Services by either the Customer or the Customer’s third parties who have licenses to access the HealthHero’s Services.

Definitions

These terms have the following meanings when used in this DPA:

- i. “**Affiliate**” with respect to a party, any corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental organization or body that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with that party. The term “**Control**” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization or body, whether through the ownership of voting securities or otherwise;
- ii. “**Data Controller**” the entity that determines the purposes and means of the Processing of Personal Data;
- iii. “**Data Exporter**” the entity that transfers Personal Data from the UK to the Data Importer;
- iv. “**Data Importer**” the entity that receives Personal Data from the Data Exporter;
- v. “**Data Processor**” the entity which Processes Personal Data on behalf of the Data Controller;
- vi. “**Data Protection Laws and Regulations**” means the Data Protection 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the “**UK GDPR**”) and all applicable Relevant Law concerning privacy, confidentiality or the Processing of Personal Data;
- vii. “**Data Subject**” the identified or identifiable natural person (who is or can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity) to whom Personal Data relates;

- viii. **“Data Subject Request”** a request from a Data Subject for access to, correction, amendment, transfer, or deletion of that person's Personal Data;
- ix. **“Effective Date”** the date this DPA is effective, which shall be the same as the Commencement Date of these Terms;
- x. **“Information Commissioner”** means the Regulator for the UK, and as further defined in the Data Protection Act 2018;
- xi. **“Personal Data”** means any information relating to a Data Subject provided by the Customer (or on the Customer's behalf) to HealthHero under these Terms which has been processed by either Party in connection with these Terms and has been identified as 'personal data' in the applicable Data Protection Laws and Regulations;
- xii. **“Processing”** or **“Process”** any operation or set of operations which is performed by HealthHero or by HealthHero's third parties as part of the Services upon Personal Data, whether or not by automatic means, including but not limited to storing, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, organizing, structuring, altering, accessing, copying, transferring, blocking, erasing, destroying, or disposing;
- xiii. **“Regulator”** as applicable, any law enforcement or other agency having regulatory, supervisory, or governmental authority over all or any part of the Processing of Personal Data in connection with the provision or receipt of the Services, including, without limitation, the European data protection supervisory authorities;
- xiv. **“Services”** the services being provided by HealthHero to the Customer as described and/or defined, and as governed, by these Terms;
- xv. **“International Data Transfer Agreement”** the agreement executed by and between the Customer and HealthHero, in the form published on the ICO website (idta.docx (live.com)) pursuant to the Secretary of State issuing the International Data Transfer Agreement under section 119A of the Data Protection Act 2018 to enable the transfer of Personal Data by Data Exporters to Data Importers established in Third Countries;
- xvi. **“Sub-processor”** a third party subcontractor engaged by HealthHero to Process Personal Data in connection with the delivery of the Services;
- xvii. **“Third Country”** a country or recipient: (i) not recognized by the Information Commissioner as providing an adequate level of protection for personal data; and (ii) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for personal data;

DPA. This DPA is comprised of:

- 1. the main body of the DPA;
- 2. the Data Processing Details Addendum in the Attachment; and
- 3. International Data Transfer Agreement, unless HealthHero has previously executed an International Data Transfer Agreement with the Customer, which shall be incorporated herein by reference and made a part of this DPA.

1. Relationship between these Terms and the International Data Transfer Agreement

- 1.1. The Parties acknowledge that the objective of this DPA is to amend these Terms in order to meet the minimum requirements of the Data Protection Laws and Regulations and not to dilute existing protections in these Terms. Therefore, if and to the extent there is any inconsistency

between any provision of these Terms addressing data privacy matters and the provisions of the DPA, the DPA shall prevail.

- 1.2. If and to the extent that there is any inconsistency between the main body of the DPA and the International Data Transfer Agreement, the International Data Transfer Agreement shall prevail.

2. Processing of Personal Data

2.1. Roles of the Parties

The parties acknowledge and agree that with regard to the Processing of Personal Data, the Customer are the Data Controller and HealthHero is the Data Processor.

2.2. Data Controller's Processing of Personal Data

2.2.1. The Customer shall direct and instruct HealthHero regarding the legal Processing of Personal Data.

2.2.2. If so requested by the Customer in writing, HealthHero will provide the Customer with details of HealthHero's Processing activities in order that the Customer may comply with the Customer's obligations under Data Protection Laws and Regulations.

2.3. HealthHero's Processing of Personal Data

2.3.1. HealthHero undertakes to perform its obligations under these Terms in a manner that does not cause either party to breach the Data Protection Laws and Regulations or this DPA in relation to their respective Processing of Personal Data.

2.3.2. HealthHero will inform the Customer if, in its reasonable opinion, HealthHero believes that any instruction given by the Customer pursuant to clause 2.3.3 or clause 10.3 below violates the Data Protection Laws and Regulations. The parties shall consult with their respective advisors regarding the potential violation and HealthHero shall not be responsible for following such instruction during the consultation period.

2.3.3. HealthHero shall only Process Personal Data on behalf of and in accordance with the Customer's instructions under these Terms and shall treat Personal Data as confidential information under these Terms. The Customer hereby instruct HealthHero to Process Personal Data solely and exclusively in accordance with these Terms, including this DPA, and only to the extent necessary to deliver and perform the Services.

2.3.4. HealthHero may also Process Personal Data as required to respond to legally binding requests of relevant authorities, including Regulators, and to otherwise comply with applicable laws and regulations, including the Data Protection Laws and Regulations, provided HealthHero will always: (1) promptly inform the Customer of the request, the data concerned, requested response time, the identity of the requesting authority, and the legal basis for the request, unless strictly prohibited by law from doing so; (2) wait for the Customer's instructions before disclosing any information, provided that the instruction is received from the Customer within a reasonable period of time taking into account the time period afforded to the Customer by the relevant authority or other third parties; and (3) where HealthHero is strictly prohibited from informing the Customer about the relevant authority or other third party's request, take all reasonable steps to have this prohibition waived and to make available to the Customer relevant information about the request as soon as possible.

2.3.5. HealthHero's responsibilities shall include, without limitation, maintaining such valid and up-to-date notifications and registrations under the Data Protection Laws and

Regulations as shall be required for the purposes of Processing Personal Data to provide the Services.

2.4. Scope and Purpose; Categories of Personal Data and Data Subjects

The purpose for the Processing of Personal Data by HealthHero under this DPA is the performance of the Services pursuant to these Terms. The types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in the Attachment (Data Processing Details Addendum) to this DPA.

2.5. Limitation on disclosure

Other than to the extent permitted by these Terms and clauses 2.3.4, 5 and 12, HealthHero shall not disclose Personal Data to any third parties without the Customer's prior written consent.

3. Rights of Data Subjects

3.1. Correction, Blocking, and Deletion

HealthHero shall promptly comply with any request mandated by Data Protection Laws and Regulations applicable to HealthHero and made by the Customer, to correct, block, or delete Personal Data.

3.2. Data Subject Requests

HealthHero shall, to the extent legally permitted, promptly notify the Customer if HealthHero receives a Data Subject Request. HealthHero shall not comply with such Data Subject Request until the Customer have directed it in writing to comply with such Data Subject Request.

3.3. Complaints or requests

Without limiting clause 3.2, HealthHero shall notify the Customer promptly upon receipt of any complaint or request relating to: (a) The Customer's obligations under the Data Protection Laws and Regulations; (b) Personal Data; or (c) any breach of this DPA, and shall provide all reasonable co-operation and assistance in relation to such complaint, request or breach reasonably requested by the Customer.

4. HealthHero's Personnel

4.1. Confidentiality

HealthHero shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have executed written confidentiality agreements and the access to such Personal Data is on a strictly need to know basis.

4.2. Reliability

HealthHero shall take reasonable steps to ensure the reliability of any personnel, including any of its sub-contractors, engaged in Processing of Personal Data.

4.3. Limitation of Access

HealthHero shall ensure that access to Personal Data is solely and exclusively limited to those of HealthHero's personnel who require such access to perform the Services under these Terms.

5. Sub-processors

5.1. Appointment of Sub-processors

The Customer acknowledge and agree that, unless prohibited under these Terms, HealthHero may engage third party Sub-processors in connection with the provision of the Services.

- 5.1.1. **Sub-processing Agreement.** Promptly after the Effective Date, HealthHero shall ensure that the agreement entered into with any Sub-processor imposes on the Sub-processor materially similar obligations to those which HealthHero is subject under this DPA.
- 5.1.2. **List of Current Sub-processors and Notification of New Sub-processors.** Upon request, HealthHero shall maintain a current list of HealthHero's Sub-processors for the Services ("**Sub-processor List**"), as annexed herewith. HealthHero shall inform the Customer of any intended change, including additions or replacements of Sub-processors, by updating the Sub-processor List and providing the updated Sub-processor List to the Customer before implementing such change.
- 5.2. **Responsibility for Sub-processors.** Subject to the mutually agreed limits of liability in these Terms, HealthHero shall be responsible and liable for performance of HealthHero's Sub-processors under this DPA, including where HealthHero subcontracts such performance. Furthermore, HealthHero shall be responsible and liable for the acts, omissions, or defaults of HealthHero's Sub-processors in the performance of their obligations under this DPA or otherwise as if they were HealthHero's own acts, omissions or defaults.

6. Security

HealthHero shall:

- 6.1. implement appropriate procedural, technical, and organisational measures to prevent unlawful disclosure, unauthorised Processing of, or accidental loss, destruction, damage, or alteration to Personal Data, including the security measures set forth in Schedule 4; and
- 6.2. maintain proper records of all Processing of Personal Data (including an up-to-date log of which of HealthHero's personnel have or have had access to Personal Data at any time during the term of these Terms, what Processing has been undertaken, which Sub-processors have been involved, maintaining such valid and up-to-date notifications, registrations under the Data Protection Laws and Regulations as shall be required for the purposes of Processing Personal Data to provide the Services and the geographic location of the Processing).
- 6.3. Ensure that all Personal Data is kept secure and in compliance with the Data Protection Laws and Regulations (include all measures required pursuant to Article 32 of the UK GDPR).

7. Audits and Requests for Information and Assistance

- 7.1. Where requested by the Customer, subject to reasonable and appropriate confidentiality undertakings and upon reasonable prior written notice, HealthHero shall:
 - 7.1.1. permit the Customer (or the Customer's authorised representatives) to inspect and audit HealthHero's data processing activities, including HealthHero's facilities, and HealthHero will facilitate the Customer's reasonable requests to audit and/or inspect the data processing activities of HealthHero's Sub-processors;
 - 7.1.2. cooperate with, and comply with all reasonable requests or directions by the Customer, to enable the Customer to confirm that HealthHero is in full compliance with HealthHero's data protection obligations under these Terms and this DPA, including making available all information necessary to demonstrate such compliance;
 - 7.1.3. promptly take such remedial actions as are reasonably requested by the Customer and agreed by HealthHero following such audit to ensure compliance with Data Protection Laws and Regulations; and

- 7.1.4. upon written request by the Customer and to the extent the Customer do not otherwise have access to the relevant information required, provide the Customer with such information and assistance as may be reasonably required for the Customer to comply with any obligation under Data Protection Laws and Regulations to carry out an assessment of the impact the Processing operations may have on the protection of the Personal Data.

HealthHero has appointed a Data Protection Officer who will act as the point of contact for data protection related matters under these Terms.

8. Security Breach Management and Notification

8.1. HealthHero shall:

- 8.1.1. promptly notify the Customer upon becoming aware of the occurrence of any incident which has resulted, or is reasonably likely to result, in a breach of security, including any accidental or unlawful loss, theft, deletion, disclosure or corruption of Personal Data and/or any unauthorised use or access to Personal Data (a “**Security Incident**”);
- 8.1.2. provide all cooperation and information reasonably requested by the Customer in respect of a Security Incident, including notifying the Customer as soon as possible following, and in any event, within twenty-four (24) hours of HealthHero’s becoming aware of the Security Incident:
 - 8.1.2.1. provide details of the Security Incident, including (a) how the Security Incident was discovered and other circumstances surrounding the Security Incident; and (b) the categories and approximate number of Data Subjects concerned;
 - 8.1.2.2. provide details of the Personal Data compromised, including the categories and approximate number of Personal Data records concerned;
 - 8.1.2.3. where known, provide details of the likely consequences of the Security Incident;
 - 8.1.2.4. provide details of how the Security Incident is being investigated, and any mitigation and remediation steps already put in place or to be put in place; and
 - 8.1.2.5. indicate whether the Information Commissioner or other Regulator authority, the Data Subjects themselves, and/or the media have been informed or is otherwise already aware of the Security Incident, and their response (if any).

- 8.2. Further, HealthHero shall not release or publish any filing, communication, notice, press release or report concerning any Data Breach in respect of Personal Data without the Customer’s prior written approval.

9. Deletion of Data

- 9.1. At any time, the Customer may request in writing that HealthHero cease to use or Process any Personal Data received from or on the Customer’s behalf under the DPA and destroy (at the Customer’s direction) any Personal Data in HealthHero’s possession or control.
- 9.2. If requested by the Customer in writing, the Personal Data, together with all copies or other reproductions in whole or in part thereof, shall be securely destroyed and written confirmation signed by a senior officer of HealthHero confirming such destruction shall be delivered to the Customer by HealthHero. Notwithstanding the foregoing, HealthHero shall be permitted to retain one (1) copy of the Personal Data (i) if and as long as required by law, regulation, administrative or court order or for internal auditing purposes, and (ii) as electronic data stored due to automatic archiving and back-up procedures if and only to the extent such destruction would require unreasonable efforts and be overly burdensome (any information not returned

or destroyed pursuant to the foregoing, the “**Retained Information**”). HealthHero shall keep (and shall ensure any of HealthHero’s Sub-processors keep) the Retained Information permanently confidential pursuant to the terms of these Terms and this DPA, notwithstanding the termination of this DPA, until the date such Retained Information is destroyed.

- 9.3. In any case, HealthHero shall Process the Personal Data only for the term of these Terms and cease Processing the Personal Data as soon as practicably possible in accordance with Section 7.6 of these Terms and upon the termination of these Terms promptly delete and return the Personal Data and certify the same in accordance with clause 9.2.

10. Additional Terms for EU Personal Data (Export Mechanism)

- 10.1. HealthHero shall not transfer Personal Data of Data Subjects located in the United Kingdom or the European Economic Area (the “**UK & EEA**”) to outside the UK & EEA without the Customer’s prior written consent and, where the Customer consents to such transfer, HealthHero will comply with the provisions in this clause 10 and the
- 10.2. International Data Transfer Agreement and shall comply with the applicable provisions of the Data Protection Laws and Regulations relating to the transfer of Personal Data outside of the UK & EEA.
- 10.3. Application of International Data Transfer Agreement. The International Data Transfer Agreement and the terms of this clause 10 will apply to the Processing of Personal Data of Data Subjects located in the UK & EEA that is transferred from the UK & EEA to outside the UK & EEA, either directly or via onward transfer, to any Third Country outside.

11. Instructions

This DPA and these Terms are the Customer’s complete and final instructions to HealthHero for the Processing of Personal Data. Any additional or alternate instructions must be mutually agreed upon in a separate writing.

12. Sub-processors

Pursuant to the International Data Transfer Agreement, the Customer acknowledge and expressly agree that, subject to clause 5 of this DPA, HealthHero may engage Sub-processors, and HealthHero’s Sub-processors may engage third party Sub-processors in connection with the provision of the Services.

13. Audits and Certifications

The parties agree that the audits described in or contemplated by the International Data Transfer Agreement shall be fulfilled in accordance with Section 7 of this DPA.

14. Cooperation with Regulators and Conduct of Claims

- 14.1. HealthHero shall notify the Customer of all enquiries from a Regulator that HealthHero receives which relate to the Processing of Personal Data, the provision or receipt of the Services, or either Party’s obligations under these Terms and/or this DPA, unless prohibited from doing so at law or by the Regulator.
- 14.2. Unless otherwise agreed by the parties or directed by the Regulator:
- 14.2.1. The Customer shall be exclusively responsible for all communications or correspondence in relation to the Processing of Personal Data and the provision or receipt of the Services; and

- 14.2.2. The Customer will keep HealthHero informed of such communications or correspondence to the extent that they affect HealthHero's obligations under these Terms and/or this DPA.

15. Indemnity for Third Party Claims

Subject to the indemnification terms in these Terms, including any mutually agreed limitations of liability, each party shall, at all times during and after the term of these Terms, indemnify the other party and keep the other party indemnified against all losses, damages, costs or expenses and other liabilities (including, without limitations, reasonable and substantiated legal fees, fines, sanctions and other penalties imposed by a Regulator or government or competent authority under Data Protection Laws and Regulations) incurred by or awarded against such party as a result of or in connection with any third party claims arising from any breach of the indemnifying party's obligations under this DPA.

16. Term, Termination, and General

- 16.1. This DPA will terminate on the earlier of (i) when these Terms terminates or (ii) HealthHero ceases to Process Personal Data, unless otherwise agreed in writing between the parties.
- 16.2. Each person agreeing to this DPA represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this DPA. Each party represents and warrants to the other that the execution and delivery of the DPA and the performance of such party's obligations hereunder have been duly authorized, and that this DPA is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

17. Survival of Certain Provisions

The provisions of this DPA set forth in clauses 10, 14 and any remedy for breach thereof shall survive the termination of this DPA.

18. Governing Law

To the extent required by applicable Data Protection Laws and Regulations (for example in relation to the governing law of the Standard Contractual Clauses), this DPA shall be governed by the law of the applicable jurisdiction. In all other cases, this DPA shall be governed by the laws of the same jurisdiction specified in these Terms.

19. Counterparts and Electronic Transmission

This DPA may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this DPA by signing any such counterpart. Delivery of an executed signature page by any party to this DPA by electronic transmission will be as effective as delivery of an original executed copy of the DPA by such party.

This DPA may be updated by mutual execution of an amendment to ensure compliance with applicable laws and regulations, which as updated will continue to be part of this DPA.

20. Legal Effect

This DPA shall take effect on the Effective Date.

ATTACHMENT
Data Processing Details Addendum

This Attachment forms part of the DPA and must be agreed to by the parties

Controller: the Customer that processes Personal Data of the Customer's employees, contractors, agents, vendors, customers, and/or claimants for the Customer's own legal business purposes and for which the Customer have obtained all appropriate and legal permissions to process such Personal Data.

Processor: HealthHero Solutions Limited and its affiliates, who perform Services under these Terms on the Customer's behalf in accordance with the Customer's directions and applicable data protection law and regulation, and in particular the Symbio services.

Data Subjects: The Personal Data Processed may at any time during the life of these Terms concern the following categories of Data Subjects:

- The Customer's employees (current and former) and their emergency contacts, customers, claimants, marketing contacts, vendors, contractors, and agents, in each case who are natural persons.

Categories of Personal Data: The Categories of Personal Data Processed may at any time during the life of these Terms include the following:

- Names
- Aliases
- Addresses
- Email addresses
- Telephone numbers
- Business Title
- Emergency contact details
- Photos
- Safety certifications
- Employee information (business unit, supervisor name, hire date, termination date, benefit data including contact information of beneficiaries and names/birth dates of family members)
- Insurance information
- Employee number
- Business unit
- Department
- Claimant contact information
- Claimant demographic information
- Male or Female
- Social Security or other identification number
- ePHI, PHI
- PII

Special Categories of Personal Data: The Processor may at any time during the life of these Terms process protected health information (ePHI, PHI).

The Controller warrants and represents it shall provide Data Subjects with the appropriate notice related to the processing of Special Categories of Personal Data and has obtained from Data Subjects all necessary authorizations prior to the processing under this DPA.

Purpose of Processing: It is necessary for HealthHero to Process the Personal Data specified in this DPA under the instructions of the Controller in order to deliver the Symbio Digital services under these Terms.

Processing operations: The Personal Data Processed may at any time during the life of these Terms be subject to the following basic processing activities:

- Storage
- Updating of contact information as requested
- Error analysis and correction in case of maintenance
- Client Support as requested
- Spreadsheet data loads
- Automated data transfers from an external data source to the Service or from the Service to an external party

Security Measures: Security measures shall be provided in accordance with Schedule 6: HealthHero Solutions Security Exhibit of these Terms.

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Data Protection Officer:

According to Art.28 to 33 UK GDPR the Processor has appointed a Data Protection Officer who is performing its duties according to Art. 38 and 39 UK GDPR. Data Protection Officer at the Processor is:

Name: Stephen Howling

Email: dpo@healthhero.com

The Processor shall inform the Customer of any changes of the Data Protection Officer.

**SCHEDULE 4
SECURITY EXHIBIT**

“Platform Provider” in this document means Azure and AWS.

“Analytics and Data Aggregation Environment” or **“ADI”** in this document means PowerBI

“The Customer” or **“The Customer’s”** is a reference to the Customer.

Standards	What HealthHero does
Patching	Platform Provider: Patches are remediated based on HealthHero’s Platform Provider’s Patch Management Document which can be provided upon request. HealthHero Systems: HealthHero will patch services based on the following schedule: • Critical application issue - within 14 days of identification • High - within 30 days of identification • Medium - within 90 days of identification • Low - Evaluated per major release. HealthHero Databases (non-PaaS): HealthHero will patch the database software within 8 weeks after an official update is released following HealthHero’s change control policy. All: HealthHero reserves the right to apply emergency patches to any portion of HealthHero’s infrastructure or application as necessary to mitigate or remediate a critical vulnerability if one is identified. In all instances, Tech Ops would follow the HealthHero change control policy.
Vulnerability Management	Platform Provider: The Platform Provider provides a secure platform upon which the HealthHero Platform resides. Please refer to the Platform Providers own security documentation for more details. HealthHero Systems: HealthHero will patch systems based on the following schedule:

	Vulnerability Risk Rating (based on the common vulnerability scoring system)	Vulnerability Risk Rating (based on the common vulnerability scoring system)
	Critical	No later than 14 days after the vulnerability is identified.
	High	No later than 30 days after the vulnerability is identified.
	Medium	No later than 90 days after the vulnerability is identified.
	Low/Informational	Evaluated per major release.
Backups	Platform Provider: The HealthHero service provides real-time replication to disk and near real-time replication between the primary and secondary Geo-replicas. HealthHero Analytics and Data Aggregation Environment: Backups are completed every 4 hours and retained for 10 years in an encrypted state within an S3 bucket.	
Credentials and Access Control	Platform Provider: Admin credentials and access control used by HealthHero to provide service and support to customers are reviewed regularly by the HealthHero Technical Operations Team. HealthHero Analytics and Data Aggregation Environment: Credentials and Access Control are reviewed regularly by the HealthHero Technical Operations Team. Platform: Admin credentials and access control used by HealthHero to provide service and support to customers are reviewed regularly by the HealthHero Technical Operations team.	
Two-Factor Authentication	HealthHero utilizes two-factor authentication for access to any system that provides it, including access to Customer Orgs, email infrastructure, and internal systems.	

Centralized Logging	HealthHero Analytics and Data Aggregation Environment: Application and software deployment logs are collected and forwarded to a centralised service monitoring system. These are reviewed as needed and generate alerts based on service health and uptime. HealthHero Technical Operations are responsible for responding. The retention period is 15 days. Platform: Application logs are available to users within the platform for audit reporting purposes as required. All log data from internal systems are collected in HealthHero's log aggregation software. Alerts are set up for critical threshold events which can be addressed by HealthHero Technical Operations.
Configuration Management	HealthHero Platform Provider: An internal configuration management process that follows the Platform Provider's change control policy is in place. HealthHero Analytics and Data Aggregation Environment: All changes that occur within HealthHero's ADI environment follow HealthHero's change control policy. The change control policy is part of HealthHero's IS Policies and Procedures. HealthHero Platform: An automated tool is used to deploy and configure infrastructure and software used within the platform. This tool uses baseline configurations to ensure configuration consistency and automatic discrepancy resolution. It also pushes patches, deploys support applications and upgrades across the entire infrastructure.
Incident Response Times	In the event of a confirmed security incident, HealthHero will follow HealthHero's Incident Response Plan, and customers will be notified within 48 hours of HealthHero's knowledge of the incident.

The provision of or the Services by HealthHero may be subjected to The Customer's IT security review processes in the following areas:

1. High level architecture review;
2. Infrastructure security review;
3. Penetration testing review;
4. External Security Review,

each as described in more detail below.

HIGH LEVEL ARCHITECTURE REVIEW

A high level architecture review is conducted to validate the security-related design features of the Services. It focuses on identifying and mitigating the security vulnerabilities of and/or the Services with respect to all the layers (presentation, business, and database). Also, this would review operational aspects like identity and access management and how they will be integrated with existing systems:

1. to carry out the review, access is required to the architecture design documents of the product;
2. The Customer's IT security team shall send a security questionnaire to the HealthHero's Representative which shall be completed and returned to The Customer within fifteen Working Days; and
3. on receipt of the filled questionnaire and above technical documents, The Customer may review various security mechanisms and how these have been implemented in the Services.

INFRASTRUCTURE SECURITY REVIEW

An infrastructure security review requires an overview of the process from the perspective of both The Customer's business and HealthHero's. HealthHero will need to supply:

1. technical diagrams showing the infrastructure design/layout and logical position of systems;
2. a list of protocols and ports where applicable to Services; and
3. a list of infrastructure components (operating systems and applications specifically) which should also be included on the technical diagram.

Infrastructure security reviews are usually conducted by The Customer's IT security team unless otherwise decided by The Customer.

PENETRATION TESTING REVIEW

A penetration testing review focuses on detecting and mitigating application level security vulnerabilities. It specifically targets and attempts to exploit an application's security vulnerabilities and its supporting components (Application, Application server, Web server & Database server).

Penetration testing is a combination of automated and manual testing and does not assess infrastructure components, such as networks, firewalls and routers.

Penetration testing is a method of evaluating the security of an application by simulating an attack as that of a malicious hacker. The process involves an active analysis of the system for any weaknesses, technical flaws or vulnerabilities.

Testing is conducted only on the test environment and is prohibited to be conducted on a production environment.

Internal penetration testing is performed against the production environment annually.

EXTERNAL SECURITY REVIEW

In addition to the reviews set out above, The Customer may carry out a security review of HealthHero's own processes which will involve the completion by the HealthHero of a vendor security questionnaire and in some cases, attendance at HealthHero premises by The Customer's IT security representative, an "External Security Review" or "ESR".

The Customer may carry out an External Security Review of HealthHero's processes upon commencement and during the term of these Terms. Such review will not be carried out more than once in each year, unless there is a significant change that would necessitate an additional ESR. Such significant changes might include or be related to; services, sub-contractors, location of the HealthHero's site(s), processes or ownership.

The Customer's IT security team shall send a security questionnaire to the HealthHero's Representative which should be completed and returned to The Customer within fifteen Working Days.

On receipt of the questionnaire, The Customer's IT security team may contact the HealthHero to schedule an on-site External Security Review. The HealthHero shall co-operate with The Customer's reasonable timescales for this review.

When The Customer's representative attends the HealthHero's premises for an External Security Review, the HealthHero shall provide The Customer's representative with a point of contact and access as is reasonably required to the areas of the HealthHero's site and offices that are in scope for review.