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## DATA SHARING ADDENDUM

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### Annex 1

#### DATA SHARING ADDENDUM

#### BETWEEN

(1) MyHealthcare Clinic, a company incorporated in England and Wales under company registration number 08503371 and having its registered office at Manchester Square, 18 Fitzhardinge Street, London W1H 6EQ and

(1) Doctorcall a company incorporated under the laws of England and Wales with registered number 02352745 whose registered office is at 47 Nottingham Place, London W1U 5LZ ("Doctorcall")

each a "**Party**" and together, the "**Parties**".

#### Background

(A) This Data Sharing Addendum (the "**Addendum**") forms part of the Main Agreement between the Parties.

(B) The Parties agree to share Personal Data on the terms set out in this Addendum for the purpose of providing the Services as defined in the Main Agreement.

(C) This Addendum shall take effect from and become legally binding on the Parties on 20th January 2025.

(D) The Parties' obligations under this Addendum are in addition to, and not in lieu of, their obligations under the Main Agreement.

#### 1. Definitions

1.1 In this Addendum:

(a) "**Applicable Laws**" means any and all:

- (i) legislation (including statute, statutory instrument, treaty, regulation, order, directive, by-law, decree) and common law;
- (ii) regulatory rules, guidance and license conditions relating to either party, or the Services or otherwise as issued by a regulator;
- (iii) judgments, resolutions, decisions, orders, notices or demands of a competent court, tribunal, regulatory body or governmental authority in each case having the force of binding law or by which either party is bound; and
- (iv) industry guidelines or codes of conduct which in each case are mandatory,

in each case in any jurisdiction relevant to the parties, the Services or to matters dependent on or affected by the Services.

(b) "**Data Subject**" means the living individuals who are the subject of the Personal Data.

(c) **“Force Majeure Event”** means an act of God, fire, flood, war, act of terrorism, riot, civil commotion, governmental action (excluding regulatory change), labour dispute (save where such dispute involves personnel of the non-performing Party) and any similar event beyond the reasonable control of the non-performing Party.

(d) **“GDPR”** means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data;

(e) **“Main Agreement”** means any one or more contracts (whether or not in writing) under which any processing by either Party takes place or is intended to take place;

(f) **“Personal Data”** has the meaning given in the Data Protection Laws;

## 1.2 In this Addendum:

1.2.1 the clause and section headings are included for convenience purposes only and shall not affect the interpretation of this Addendum;

1.2.2 any reference to a Party or the Parties includes their successors in interest and permitted assigns;

1.2.3 any reference to “persons” includes natural persons, companies, corporations, partnerships, limited liability companies, firms, associations, organisations, governmental authorities, foundations and trusts (in each case, whether or not having separate legal personality);

1.2.4 any reference to a statute, statutory provision or subordinate legislation shall, except where the context otherwise requires, be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and

1.2.5 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. Purpose of Data Sharing between the Parties

2.1 This Addendum sets out the framework for the sharing of Personal Data between the Parties as data controllers. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

Each Party shall comply with the Data Protection Laws to the extent relevant to its processing of Personal Data or its obligations under this Addendum.

## 3. Disclosing Personal Data between the Parties

3.1. The Parties agree to disclose Personal Data solely for the purposes of this Addendum and in accordance with the terms of this Addendum or as otherwise authorised by the disclosing Party from time to time.

3.2. Where one Party discloses Personal Data to the other Party, the disclosing Party shall ensure that it has obtained all necessary consents in accordance with the Data Protection Laws, and has otherwise complied with the Data Protection Laws, in order

for the receiving Party to use the Personal Data in the manner contemplated by this Addendum.

#### **4. Obligations of the Parties**

4.1. Each Party, to the extent that it is a data processor of the other Party as data controller, and otherwise to the extent necessary to enable each Party to comply with the Data Protection Laws, will:

4.1.1. comply with any request made or direction given by the data controller in relation to all personal data and in connection with the requirements of the Data Protection Laws and to:

4.1.2. not sub-contract any processing of any personal data without the other Party's prior express written consent;

4.1.3. not do or permit anything to be done by its employees or those of any agent or sub-contractors which might place or potentially place the data controller in breach of the Data Protection Laws;

4.1.4. only process personal data of the data controller and / or personnel of the data controller (including but not limited to personal data of the data controller's personnel, clients and contacts) as part of this Addendum and in accordance with the data controller's instructions;

4.1.5. consider, and where appropriate implement, all reasonable technical and organisational measures which the data controller may put to the data processor to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures will be appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage to the personal data to be protected;

4.1.6. ensure that its personnel are bound by written confidentiality agreements protecting the confidential information of the data controller and of its personnel and shall make copies of all such agreements available to the data controller upon request; and

4.1.7. keep confidential any information of a confidential nature relating to the business, organisation, systems, processes, products, clients and/or employees of the data controller;

4.1.8. at the data controller's request, delete or return to the data controller (at the data controller's option) all personal data belonging to the data controller processed on behalf of the data controller on expiry or termination of this Addendum;

4.1.9. assist the data controller to ensure the data controller's compliance with its legal obligations under Chapter III of the UK GDPR and pursuant to Articles 32 to 36 of the UK GDPR;

4.1.10. notify the data controller without undue delay if it becomes aware of any breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data of the data controller;

4.1.11. take reasonable steps to ensure that any natural person acting under its authority who has access to personal data does not process them except on its instructions; and

4.1.12. at the data controller's request, make available to the data controller all information necessary to demonstrate the data processor's compliance with the obligations laid down in this clause 3. To this end, the data processor shall allow a reputable third party auditor mandated by the data controller to perform audits on the data controller's behalf; and

4.1.13. not transfer the data controller's personal data outside the European Economic Area without the prior written consent of the data controller.

4.2. In this clause 4, "data processor", "data controller", "personal data" and "process" will have the meaning given to them in the Data Protection Laws.

4.3. The provisions of this clause shall survive termination of this Addendum howsoever arising and are without prejudice to any remedy Doctorcall or its personnel may have against HCA or any of its agents or sub-contractors.

## **5. Data Subject rights**

5.1. Where one Party discloses Personal Data to the other Party, the disclosing Party shall ensure that the transparency requirements under Article 14 of the UK GDPR (and as otherwise provided for under the Data Protection Laws) are met by providing the relevant personnel of Doctorcall with the information specified in Article 14.

5.2. The Data Recipient shall assist the Data Discloser in complying with the transparency requirements by providing the Data Discloser with information it reasonably needs in order to do so.

5.3. The Parties agree that responsibility for complying with a subject access request received from Doctorcall's personnel falls to the Party receiving the subject access request in respect of the Personal Data held by that Party.

5.4. Each Party agrees to provide reasonable and prompt assistance to the other Party (and in any event within 3 business days of receiving a request for assistance) as is necessary to enable that Party to comply with the subject access request requirements under the Data Protection Laws.

## **6. Limitation of Liability**

6.1. Nothing in this Addendum shall exclude or limit the liability of either Party whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, this Addendum for:

6.1.1. fraud (including fraudulent misrepresentation);

6.1.2. death or personal injury caused by its negligence; or

6.1.3. any other liability which cannot be excluded by Applicable Law.

6.2. The receiving Party shall indemnify and hold harmless the disclosing Party against any claim, demand, proceeding, action, liability, suit, expense, fine, penalty, damage, loss and cost (including without limitation legal and other professional advisers fees) (each a "Claim") to the extent arising out of or in connection with any Claim including brought by a Regulator against the disclosing Party to the extent arising out of or in connection with the receiving Party's receipt, use and/or processing of the disclosing Party's Personal Data in breach of the terms of this Addendum or the Data Protection Laws.

6.3. Subject to Clause 6.1 and 6.2, neither Party nor shall be liable for any indirect or consequential loss arising under or in relation to this Agreement whether as a result of breach of contract, tort (including negligence), breach of statutory duty or otherwise.

6.4. Notwithstanding the other terms of this Addendum , the aggregate liability of either Party in respect of any loss or damage suffered by the other Party and arising out of or in connection with this Addendum, regardless of the form of the action whether in contract, tort or otherwise, will not exceed the total fees actually paid by Doctorcall to HCA in the previous twelve (12) months under the Main Agreement.

6.5. Neither Party shall be liable:

6.5.1. for failure or delay in performing any of its obligations under or pursuant to this Addendum if such failure or delay is due to a Force Majeure Event; or

6.5.2. for a breach of this Addendum to the extent directly caused by the act or omission of the other Party.