

TERMS & CONDITIONS OF BUSINESS OF 9 HARLEY STREET LTD (Trading as PHOENIX PATHOLOGY) FROM 1st JANUARY 2022

The definitions which apply to these Terms and Conditions are set out in clause 18.

1 THE SERVICES

1.1 These Terms and Conditions will apply to any services that Phoenix Pathology provides to the Client, unless those services are the subject of a separate written agreement signed by Phoenix Pathology and the Client. These Terms and Conditions apply to the exclusion of any other terms presented by the Client or implied by custom or course of dealing.

1.2 By submitting a request for any services described in the Laboratory Guide or in any other proposal provided by Phoenix Pathology (an 'Order'), the Client offers to purchase those services on these Terms and Conditions. A contract between Phoenix Pathology and the Client for the provision of services incorporating these Terms and Conditions (an 'Agreement') takes effect when Phoenix Pathology confirms acceptance of the Client's Order in writing, logs the relevant Pathology Request in its laboratory information management system, or begins performing the Services (whichever occurs first). Any request for add-on tests (as described in the Laboratory Guide) constitutes a request for further Services under that Agreement, which Phoenix Pathology may accept or decline.

1.3 Phoenix Pathology will provide the Services under the Agreement:

1.3.1 in accordance with Good Industry Practice;

1.3.2 in accordance with the UKAS medical laboratory accreditation standard (ISO 15189); and

1.3.3 using suitably skilled and experienced staff.

1.4 Phoenix Pathology will use reasonable efforts to achieve the test turn-around times quoted in the Laboratory Guide but does not warrant that it will achieve those times in the case of any particular sample.

1.5 The Laboratory Guide sets out sample rejection criteria. If the sample meets those criteria, or if Phoenix Pathology considers that the sample is otherwise unsuitable for testing or Phoenix Pathology is unable to conduct the testing then Phoenix Pathology may decline to carry out the testing under the Agreement and will be entitled to dispose of the sample.

1.6 As part of its services Phoenix Pathology will, on request, arrange for collection of samples from locations however this may incur an additional charge. Where collection by Phoenix Pathology has not been requested and agreed, the Client will be responsible, at its own cost, for the transport of samples to Phoenix Pathology. Where Phoenix Pathology arranges collection of samples it will use reasonable efforts to achieve the timescales it quotes for collection but does not warrant that it will achieve those timescales in the case of any particular collection.

1.7 Phoenix Pathology may destroy or dispose of a sample after completing the testing or on termination of the Agreement, unless otherwise agreed in writing with the Client.

1.8 The Consumables shall remain the property of Phoenix Pathology at all times, regardless of any use by the Client of the Consumables.

1.9 In providing the Services, Phoenix Pathology shall comply with all Applicable Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010. Phoenix Pathology shall not, and shall ensure that its staff do not, engage in any activity which would constitute an offence under the Bribery Act 2010.

1.10 Phoenix Pathology is committed to trading ethically, with zero tolerance for modern slavery (including forced labour or human trafficking of any kind), human rights violations, and child labour. In performing its obligations under this Agreement, Phoenix Pathology will comply with all Applicable Law and applicable internal policies relating to anti-slavery and human trafficking.

1.11 Phoenix Pathology refers tests to suitably accredited laboratories if such tests are not offered in-house.

2 PRICE AND PAYMENT TERMS

2.1 The fees payable by the Client for the Services will be the most recent price confirmed by Phoenix Pathology to the Client in writing or by telephone prior to the Client submitting its order. If Phoenix Pathology has not confirmed the price for the services, the price will be that indicated in the Laboratory Guide.

2.2 As at the date of these Terms and Conditions many of Phoenix Pathology's services are VAT exempt. All of Phoenix Pathology's prices are stated exclusive of VAT and where VAT is chargeable on the Services the Client will pay it at the applicable rate.

2.3 Invoices are normally issued on a monthly basis, but Phoenix Pathology reserves the right to issue them more frequently. The client will pay Phoenix Pathology's invoices under the Agreement within 30 days of the date of the invoice, without any deduction or set off. At Phoenix Pathology's option interest may be charged on late payment at the statutory rate prescribed from time to time by regulations under the Late Payments of Commercial Debts (Interest) Act 1998. Invoices paid from outside the UK must be paid by either direct bank transfer or by cheque drawn on a UK branch. All payments will be made in pounds sterling.

2.4 Without affecting any of its other rights, Phoenix Pathology may suspend provision of the Services if the Client fails to pay an invoice due to Phoenix Pathology.

3 CONFIDENTIALITY

3.1 Phoenix Pathology agrees that it will hold and maintain the confidence of:

3.1.1 all information of a confidential nature which is received by Phoenix Pathology from the Client or its patients in connection with the Services; and

3.1.2 all test results, invoices and other information of a confidential nature issued by Phoenix Pathology to the Client or its patients in connection with the Services, and, save with the Client's consent or as otherwise permitted under this Agreement, will not disclose such information other than to its professional staff, independent consultants and/or persons to whom it has delegated the

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

3.2 The restrictions in clause 3.1 will not apply to information which: (i) was in Phoenix Pathology's possession prior to disclosure by the Client; or (ii) is now or hereafter comes into the public domain other than by default of Phoenix Pathology; or (iii) was lawfully received by Phoenix Pathology from a third party acting in good faith having a right of further disclosure; or (iv) is required by law to be disclosed by Phoenix Pathology; or (v) which is required by a regulatory or accreditation body to be disclosed to it for the purpose of regulating or accrediting the Phoenix Hospital Group.

4 CLIENT RESPONSIBILITIES

4.1 Except where Phoenix Pathology obtains the sample directly from the patient during a home visit or at Phoenix Pathology's patient reception facility, the Client will ensure that the sample is obtained from the patient, packaged, and labelled in accordance with Applicable Law and good clinical practice.

4.2 Except where Phoenix Pathology agrees to arrange transport of the sample to Phoenix Pathology's laboratory, the Client will ensure that the sample is transported to Phoenix Pathology's laboratory in accordance with Applicable Law and good clinical practice. Where Phoenix Pathology agrees to arrange transport of the sample the Client will ensure that the samples are ready for collection by Phoenix Pathology or its carrier at the agreed times.

4.3 The Client will ensure that all necessary consents and permissions are obtained, and all necessary information provided to the patient, which is required under Applicable Law or good clinical practice in order to permit the testing, the performance of and any other Services, and the use of the Protected Data as contemplated in the Agreement.

4.4 The Client will provide Phoenix Pathology with any information reasonably necessary for performing the Services, including by ensuring that the Pathology Request contains sufficient information regarding the sample, the relevant patient, and the persons to whom the test results are to be reported, and will ensure that any information the Client provides to Phoenix Pathology in connection with the Services is accurate and complete.

4.5 The Client shall ensure that any Consumables provided by Phoenix Pathology are only used by healthcare professionals who are appropriately qualified and trained in the proper use of such consumables. The Client shall ensure the healthcare professionals use the Consumables in accordance with any instructions relating to the use of the Consumables provided by Phoenix Pathology and in any event with the degree of skill and care reasonably to be expected of a healthcare professional experienced in the use of such Consumables.

5 LIABILITY

5.1 Nothing in the Agreement will limit or exclude liability for death or personal injury caused by negligence or any other liability that cannot be limited or excluded under Applicable Law.

5.2 In these Terms and Conditions 'liability' means any liability whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, which arises in connection with the Services or under or in connection with any Agreement.

5.3 The liability of Phoenix Pathology and the Client will each be limited to £2,000,000 in total. This limit applies per Agreement and in aggregate for all Agreements made in a calendar year.

5.4 Neither Phoenix Pathology nor the Client will have any liability for:

5.4.1 loss of profit or revenue;

5.4.2 loss of anticipated savings;

5.4.3 loss of reputation or goodwill; or

5.4.4 indirect, special or consequential loss.

5.5 Phoenix Pathology will have no liability for any delay or failure in performance of the Services arising from the Client's delay or failure in performing its obligations under clause 4 (Client Responsibilities).

5.6 All of the warranties which Phoenix Pathology gives in relation to the Services are expressly set out in these Terms and Conditions. All other warranties, whether implied or express, are excluded from the Agreement where it is lawful to exclude them.

5.7 In this clause 5 references to Phoenix Pathology include the members of Phoenix Hospital Group, and for the purpose of the limit in clause 5.3 the liabilities of Phoenix Pathology and the Phoenix Hospital Group Members will be counted in aggregate. The members of Phoenix Hospital Group may enforce this clause 5.

6 FORCE MAJEURE

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

7 DATA PROCESSOR AND DATA CONTROLLER

7.1 When Phoenix Pathology processes Protected Data on behalf of the Client in providing the services the parties agree that the Client will be the data controller and Phoenix Pathology will be the data processor. The Annex to these Terms and Conditions sets out when Phoenix Pathology processes Protected Data on behalf of the Client. Clause 16 describes the circumstances where Phoenix Pathology will use Protected Data on its own behalf as data controller.

7.2 When Phoenix Pathology processes Protected Data as the data processor, clauses 8 to 15 will apply in relation to the Protected Data. Where Phoenix Pathology processes Protected Data as data controller, clause 16 will apply instead.

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

8 DATA PROCESSING INSTRUCTIONS

8.1 When Phoenix Pathology processes Protected Data as the data processor, Phoenix Pathology will comply with the obligations of data processors under Data Protection Laws.

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

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

8.4 Phoenix Pathology will promptly inform the Client if Phoenix Pathology becomes aware of a Processing Instruction that, in Phoenix Pathology's opinion, infringes Data Protection Laws. Phoenix Pathology will have no liability for any processing in accordance with those Processing Instructions after giving the notice. Phoenix Pathology's obligations under this clause 8.4 do not limit the Client's obligations under clause 7.3.

9 DATA SECURITY MEASURES

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

10 USING STAFF AND OTHER PROCESSORS

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

10.2 Phoenix Pathology will ensure that each Sub-Processor is appointed under a written contract containing materially the same obligations as clauses 8 to 15 (inclusive).

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

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

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

11.2 Phoenix Pathology will provide such assistance as the Client reasonably requires (taking into account the nature of processing and the information available to Phoenix Pathology) to the Client in ensuring compliance with the Client's obligations under Data Protection Laws with respect to: (i) security of processing, (ii) data protection impact assessments (as such term is defined in Data Protection Laws), (iii) prior consultation with the relevant regulator regarding high risk processing, (iv) and notifications to the regulator and/or communications to data subjects by the Client in response to any Personal Data Breach. The Client will pay Phoenix Pathology's charges for providing the assistance in this clause 11, such charges to be calculated on a time and materials basis at Phoenix Pathology's applicable daily or hourly rates in force from time to time.

12 INTERNATIONAL DATA TRANSFERS

The Client agrees that Phoenix Pathology may transfer Protected Data to countries outside the United Kingdom for the purpose of providing the Services, provided all transfers by Phoenix Pathology of Protected Data to such recipients are in accordance with such safeguards or other mechanism(s) for transfers of personal data as may be permitted under Data Protection Laws from time to time. The Client agrees that Phoenix Pathology may implement such safeguards by entering into standard data protection clauses authorised under the Data Protection Laws, which Phoenix Pathology may do as agent on behalf of the Client. The provisions of clauses 8 to 15 (inclusive) will constitute the Client's instructions with respect to transfers in accordance with clause 8.2.

13 RECORDS, INFORMATION AND AUDIT

13.1 Phoenix Pathology will maintain, in accordance with Data Protection Laws binding on Phoenix Pathology, written records of all categories of processing activities carried out on behalf of the Client.

13.2 Phoenix Pathology will, in accordance with Data Protection Laws, make available to the Client such information as is reasonably necessary to demonstrate Phoenix Pathology's compliance with its obligations as a data processor under these Terms and Conditions and the Data Protection Laws, and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose, subject to the Client:

13.2.1 giving Phoenix Pathology reasonable prior notice of such information request, audit and/or inspection being required by the Client;

13.2.2 ensuring that all information obtained or generated by the Client or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the relevant regulator or as otherwise required by Applicable Law);

13.2.3 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Phoenix Pathology's business, the Sub-Processors' business and the business of other customers of Phoenix Pathology.

14 BREACH NOTIFICATION

Phoenix Pathology will, without undue delay notify the Client of the Personal Data Breach involving the Protected Data, and provide the Client with details of the Personal Data Breach.

15 DELETION OR RETURN OF PROTECTED DATA AND COPIES

Phoenix Pathology will, at the Client's written request, either delete or return all of the Protected Data to the Client in such form as the Client reasonably requests within a reasonable time after the end of the provision of the relevant Services related to processing, and delete existing copies (unless storage of any data is required by Applicable Law and, if so, Phoenix Pathology will inform the Client of any such requirement). Where Phoenix Pathology will process that Protected Data as data controller under clause 16, Phoenix Pathology may retain the Protected Data.

16 PROTECTED DATA THAT Phoenix Pathology PROCESSES AS A DATA CONTROLLER

16.1 Phoenix Pathology may process Protected Data as data controller in the circumstances and for the purposes set out in Phoenix Pathology's Privacy Notice. In particular Phoenix Pathology may:

16.1.1 retain and submit Protected Data to a Health Authority in the United Kingdom for the purposes of a Public Health Programme operated by that Health Authority, or to regulator for the purpose of complying with regulatory obligations; and

16.1.2 retain and process Protected Data in its laboratory records in order to meet the requirements of the UKAS medical laboratory accreditation standard (ISO 15189) and implement the guidelines of the Royal College of Pathologists for the retention and storage of pathological records and specimens.

16.3 When Phoenix Pathology processes Protected Data to provide Harmony® Non-Invasive Prenatal tests, Phoenix Pathology does so as a data controller.

16.4 When Phoenix Pathology processes personal data on its own behalf as data controller, it will do so in accordance with the obligations of data controllers under Data Protection Laws and with the applicable terms of the Agreement.

17 GENERAL

17.1 Dispute resolution

17.1.1 If any dispute arises relating to this Agreement or any breach or alleged breach of this Agreement, the parties will make a good faith effort to resolve such dispute without recourse to legal proceedings. If, notwithstanding such good faith efforts, the dispute is not resolved either party may submit the dispute to the jurisdiction of the English Courts.

17.1.2 Except to the extent clearly prevented by the area of dispute, the parties will continue to perform their respective obligations under this Agreement while such dispute is being resolved.

17.2 Variation

17.2.1 Phoenix Pathology may amend these Terms and Conditions by updating the Laboratory Guide and providing the Client with a copy of the update or publishing it on Phoenix Pathology's website. Such amendments will only apply to an Order submitted after the date of the update, and the Client will be deemed to accept those amendments by submitting an Order after that date.

17.2.2 Except as set out in clause 17.2.1, any amendments to this Agreement will not be effective unless in writing and signed by an authorised signatory on behalf of each of the parties. The terms of this Agreement may be varied by agreement of the parties but without the consent of any third party whether or not the rights of such third party are affected by such variation. The Client will not unreasonably withhold, delay or condition its agreement to any variation to this Agreement requested by Phoenix Pathology in order to ensure the Services and Phoenix Pathology (and each Sub-Processor) can comply with any change in Applicable Laws.

17.3 Rights and waiver

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

17.4 Severability

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

17.5 Sub-contracting and Assignment

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

17.6 Relationship of the parties

It is acknowledged and agreed that Phoenix Pathology and the Client are independent contractors and nothing in this Agreement will create or be construed as creating a partnership or (except as provided in clause 12 and the Annex) a relationship of agent and principal between the parties. The Client acknowledges and agrees that, in requesting Services from Phoenix Pathology, it is not acting as agent for any patient or patients to which the Services relate.

17.7 Notices

All notices given under this Agreement will be in writing and will be delivered by email. All notices will be delivered at or sent, in the case of Phoenix Pathology, to email info@phoenixpathology.co.uk or from a manager's email and, in the case of the Client to the address and/ or email address set out in the Order (or such other address as that party will notify in writing to the other for this purpose).

17.8 Entire agreement

The Agreement is set out in the Order and these Terms and Conditions, which together set out the entire contract between the Client and Phoenix Pathology relating to their subject matter. In the event of a conflict between the Order and these Terms and Conditions, the Terms and Conditions will take priority. Each party acknowledges that it has not entered into the Agreement in reliance on, and will have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement except in the case of fraudulent misrepresentation.

17.9 Third parties

The Agreement is not intended to create any rights for, nor be enforceable by, any third party except as set out in clause 5.

17.10 Governing law

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

18 INTERPRETATION

18.1 In these Terms and Conditions and the Annex:- 'Agreement' has the meaning given in clause 1.2; 'Annex' means the annex to the Terms and Conditions;

'Applicable Law' means the laws, regulations, judgments, binding on the relevant party, as amended from time to time; 'Authorised Sub-Processors' means:

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

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

'Client' means the person or organisation requesting Services from Phoenix Pathology and for whom Phoenix Pathology has agreed to provide the Services;

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

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

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

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

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

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

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

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

'Order' has the meaning given in clause 1.2;

'Pathology Request' means an Order requesting testing;

‘Personal Data Breach’ means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;

‘Privacy Notice’ means Phoenix Pathology’s detailed Privacy Notice available at the Phoenix Hospital Group website.

‘processing’ has the meanings given to that term in Data Protection Laws (and related terms such as process have corresponding meanings);

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

‘Protected Data’ means personal data provided to Phoenix Pathology by the Client or a third party on the instructions of the Client, or collected or generated by Phoenix Pathology in the course of the Services;

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

‘sample’ means a sample provided by the Client to Phoenix Pathology for testing; ‘Services’ means the services to be provided under the Agreement; ‘Sub-Processor’ has the meaning given in clause 10.1;

‘Phoenix Pathology’ means 9 Harley Street LTD or such other member of the Phoenix Hospital Group as has agreed to provide the Services;

‘Phoenix Hospital Group’ means Phoenix Hospital Limited

‘test’ means a laboratory test to be carried out by Phoenix Pathology on a sample, and ‘testing’ means the process of conducting that test and reporting the results;

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

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

18.2 References to the singular include the plural and vice versa.

18.3 Clause headings and paragraph headings are for ease of reference only and are not part of these Terms and Conditions for the purpose of construction.

18.4 References to paragraphs are to paragraphs of the Annex.

18.5 Words following the terms ‘including’, ‘include’, ‘in particular’, ‘for example’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words, preceding those terms.

18.6 The Annex is incorporated into these Terms and Conditions.

ANNEX

1 Subject matter and nature of processing

1.1 Phoenix Pathology processes Protected Data as data processor on behalf of the Client:

1.1.1 in the case of testing, when Phoenix Pathology receives a Pathology Request and sample and processes the corresponding

Protected Data to carry out the test and report the test results in accordance with the Client's documented instructions;

1.1.2 when Phoenix Pathology carries out the Client's 'fee to patient' instructions, as described below; and

1.1.3 in the case of any other Services, when Phoenix Pathology is required to process the Protected Data on the Client's behalf to fulfil the Client's instructions.

1.2 The subject matter and nature of Phoenix Pathology's processing of the Protected Data are:

1.1.1 pathology samples and test results for the purpose of providing clinical pathology services;

1.1.2 information about clinicians who order pathology tests, for the purposes of reporting the test results to the Client;

1.1.3 information about a patient's health insurance for the purposes of administering payment for the Services; and

1.1.4 billing information for a patient where the Client has asked Phoenix Pathology to direct Phoenix Pathology's invoice to the patient.

2 Duration of processing

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

3 Types of personal data

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

3.1.1 Name

3.1.2 Gender

3.1.3 Date of birth

3.1.4 Address

3.1.5 Identity numbers assigned by Phoenix Pathology or the Client

3.1.6 Types of pathology tests conducted

3.1.7 Results of pathology tests

3.1.8 Health insurance policy details

3.1.9 Billing information

3.1.10 The types of data referred to in the Phoenix Pathology Laboratory Guide

4 Categories of data subjects

The Protected Data concerns patients in respect of whom Phoenix Pathology conducts pathology tests, and clinicians who request pathology tests.

5 Reporting pathology test results

5.1 Phoenix Pathology will report test results using the method selected by the Client from the range of options offered by Phoenix Pathology or, if no method is selected by the Client, using a method selected by Phoenix Pathology from that range of options.

5.2 Phoenix Pathology will report the test results using the contact details supplied to Phoenix Pathology in the relevant section of the Pathology Request. The Client will be responsible for ensuring that those contact details are correct.

5.3 Where Phoenix Pathology supplies test results electronically it will ensure that the results are supplied in the format selected by the Client (from the range of options offered by Phoenix Pathology) and are supplied to the address indicated when the Client selects electronic results reporting. The Client will be responsible for ensuring that the selected format is compatible with the Client's information systems and for making the results available to the users of those systems.

6 Fee to patient

Where the Client selects the 'fee to patient' option in a Pathology Request Form, the Client instructs Phoenix Pathology to seek payment from the patient of the fees owed by the Client in respect of that test. The Client confirms that the patient has agreed with the Client to pay those fees to Phoenix Pathology for the Client. The Client instructs Phoenix Pathology to recover the fees by invoicing the patient using the personal data provided by the Client. The Client instructs Phoenix Pathology on the Client's behalf to appoint debt collectors to recover the fees from the patient if the patient does not pay the invoice by the date payment falls due. The Client authorises Phoenix Pathology to appoint those debt collectors as Sub-Processors in accordance to clauses 8 to 15.