

Terms and Conditions for the provision of services



1. DEFINITIONS

1.1. In these terms and conditions ('Terms') the following terms have the following meanings:

WORD	MEANING
'Affiliates'	any individual, corporation or other business entity controlled by, controlling or under common control with the relevant party; provided however, that for this purpose 'control' means direct or indirect beneficial ownership of at least 50% of the voting stock in the case of a corporation, or the right to receive distributable net income in the case of any other business entity.
'the Company'	DrugPatch ITS QuAI Ltd trading as DrugPatch, Heyford Park Innovation Centre, 77 Camp Road, Upper Heyford, Bicester OX25 5 HD.
'Charges'	the charges for the Services as specified in the Quote.
'Collection Appointment'	any appointment where a Collecting Officer is scheduled to perform duties on behalf of the Company.
'Commencement Date'	the date for commencement of the Services specified in the Proposal or Quote
'Contract'	means, where applicable, collectively the Quote, Order, Technical Specifications and these Terms.
'Customer'	the organisation named on the applicable Quote.
'Intellectual Property Rights'	any right existing anywhere in the world in or to any patent, copyright (including moral rights), database right, registered design, design right, trade mark or service mark (whether registered or otherwise), brand name, chip topography right, domain name, know-how and confidential information, utility model or other industrial or intellectual property right subsisting anywhere in the world, whether capable of being registered or not and including all rights to apply for any of the foregoing rights and, where relevant, any application for protection of proprietorship of any such right.
'Materials'	the educational and training materials used in relation to the supply of the Services including (without limitation) any document embodying the same and any documentation relating to or associated therewith.
'Order'	an order for Services that is received by the Company in the following mediums: telephone, mail, e-mail, or laboratory sample submission form and subsequently accepted in accordance with Condition 2.2 of these Terms.
'Quote'	the quote provided by the Company to the Customer.
'Results'	the results of the Services including any related or associated documentation generated by the Company or its third party service provider.

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'Services'	the services to be provided by the Company to the Customer, the price and description of which is contained in the Quote.
'Technical Specification'	technical specifications applicable to the Services, made available from info@drugpatch.co.uk as updated from time to time.

2. BASIS OF CONTRACT

2.1. The Company agrees to provide the Services to the Customer on these Terms for the period specified in the Quote commencing from the Commencement Date.

2.2. No Contract shall come into existence until the Customer's Order or Quote (however given) is accepted by the earliest of:

2.2.1. The Company's written acceptance as provided in the form of the account confirmation e-mail which shall be issued upon receipt of a signed Quote and Account Setup Form from the Customer; or

2.2.2. The commencement of the supply of the Services; or

2.2.3. Receipt by the Customer of the Company's invoice.

2.3. No other terms or conditions delivered with or contained in the Customer's Order shall form part of the Contract unless agreed by the Company in writing.

2.4. Unless otherwise agreed with the Customer, The Company will provide sweat testing results using simplified test reports in the form of a Certificate of Analysis. The information needed to generate a full report will be retained.

The Certificate of Analysis provided will include the following;

- Customer Name
- The unique barcode allocated to the sample
- Identification of the donor e.g. a unique identifier and date of birth, where provided
- Reason for test if applicable
- The location or site of sample collection
- The patch location together with the application and removal date
- Tests performed
- Results reported qualitatively against the stated cut-off
- Date reported
- Name of individual authorising the report

2.5. Remote breath testing results will be provided in the form of an email alert to nominated recipients.

3. CHARGES AND PAYMENTS

3.1. The Customer shall be charged for the provision of services at the specified rate.

3.2. Charges for Sweat services shall remain fixed for the first 12 months of the term of the Contract. The Customer is responsible for the payment of the Charges to the Company in full and free of all bank charges. For the avoidance of doubt foreign charges deducted by the Customer's bank, third party or intermediary banks are payable by the Customer.

3.3. A fixed set-up charge for Remote Breath will be charged upon assignment on the

device to the Customer. Unit costs will be assigned at a fixed rate per day for the length of time the unit remains with the Customer.

3.4. The Customer shall reimburse for a full replacement of the Remote Breath Device and / or any of its Accessories (SCRAM Remote Breath Pro Device, SCRAM Remote Breath Pro Charger, SCRAM Remote Breath Pro Device case) if they are not returned in good working condition at the end of the agreed period.

3.5. The Customer shall reimburse the reasonable expenses (including travel, accommodation and subsistence) incurred by the Company in the provision of the Services. VAT, duties and taxes, where payable, on such expenses shall be borne by the Customer.

3.6. In addition to the above The Company may also charge the Customer for:

3.6.1. Time spent or lost by The Company or its sub-contractors by reason of the Customer's failure to comply with its undertakings as set out in Condition 4;

3.6.2. Additional work or materials necessitated directly or indirectly by changes in law or the Customer's requirements arising during the provision of the Services;

3.6.3. Any Collection Appointments that are cancelled or altered with less than two full working days' notice (working days are Monday to Friday between 08:00-17:30 excluding UK public holidays) or if the donor refuses to provide or fails to attend a Collection Appointment;

3.6.4. An administration fee for copy or revised documents.

3.7. The Company shall invoice the Customer on completion of the Services for sweat testing and monthly for Remote Breath Monitoring unless otherwise agreed in writing.

3.8. Invoices shall be paid within 30 days of the end of the month of submission of the invoice ('the Due Date'). Where an invoice is not paid on the Due Date the Company reserves the right (without prejudice to its rights to suspend or terminate the provision of the Services) to charge interest on the amount outstanding under the invoice(s) (whether before or after judgment) at the rate of 8 per cent per annum above the Bank of England base rate from time to time from the Due Date until payment. Invoices are to be paid without deduction or set off.

3.9. The Company, at its absolute discretion, reserves the right where it deems appropriate and reasonable to charge in full as normal for any Services provided whilst an account is in arrears, whether or not the Results are actually released to the Customer. The Company shall not be responsible for any loss whatsoever caused by its action in this respect.

3.10. If a purchase order number is required by the Customer for invoicing payment, it is the responsibility of the Customer to provide a purchase order number at the time of making the collection or service request. Orders received and processed without a purchase order number or with a reference in an incorrect format shall still be eligible for payment in full.

3.11. Where an account is trading continually in arrears over 60 days an administration fee may be charged retrospectively at a sum of £25 per calendar month.

4. CUSTOMER UNDERTAKING

4.1. The Customer shall:

4.1.1. Co-operate with the Company in relation to the Services and designate a suitable member of staff to be the designated person responsible for the

Customer's activities relating to the Services, and

4.1.2. Use its best endeavours to ensure that all information, records, documentation or other material provided by the Customer to the Company and required for the performance of the Company's obligations is correct and accurate and is provided promptly as and when reasonably required by the Company PROVIDED THAT for the avoidance of doubt the Customer hereby confirms that the Company shall have no liability in respect of any such information, records, documentation or other material supplied being incorrect.

4.2. Generally, do all it can to assist the Company in the proper and efficient performance of the Company's obligations.

4.3. Where the Company is required to provide the Services at any site controlled by the Customer, the Customer shall provide safe access to and reasonable facilities at such site at agreed times.

4.4. For the avoidance of doubt, all Orders accepted by law firms shall make such law firm the Customer and that law firm shall be liable for payment of all Charges and compliance with the Contract. The Company may agree to split invoices between multiple parties provided each and every party provides written acknowledgment for their part of the debt.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. All copyright and any other Intellectual Property Rights in the Materials shall belong to the Company absolutely or where applicable to the Company's third-party service provider absolutely.

5.2. Any Intellectual Property Rights in the Results shall belong to the Customer, however the Company may utilise the Results for research and statistical purposes (such use to be confined to Results only and with no reference being made to specific Customers or donors by name).

5.3. Where the Services include the provision of advice in respect of education and training relating to drugs and alcohol abuse, the Customer shall have the right to make copies of the training materials for its internal business purposes (subject to the inclusion thereon of the Company's copyright notice). The Customer shall not amend or modify the same.

5.4. For the avoidance of doubt all patterns, materials, drawings, specifications and other data provided by the Company shall remain its property and all technical information, patentable or unpatentable, copyright and registered designs arising from the provision of the Services shall become the property of the Company.

6. CONFIDENTIALITY

6.1. Any Results or Materials (and subject to Condition 2.2, Quotes) supplied to the Customer are confidential and the Customer shall not disclose the same or any part thereof nor allow access to or use of the same by any person other than the employees and professional advisers of the Customer directly concerned with the use of the Results and all the Materials so supplied.

6.2. The Company shall keep confidential and shall use all reasonable endeavours to procure that its sub-contractors and/or Affiliates keep confidential any information regarding the business or affairs of the Customer which is disclosed to the Company or

its sub- contractors and/or Affiliates.

6.3. The Customer shall keep confidential and shall use all reasonable endeavours to procure that its Affiliates keep confidential any information regarding the business or affairs of the Company which is disclosed to the Customer and/or its Affiliates.

6.4. The Contract between the parties and the existence of any discussions between the parties under the Contract are deemed Confidential Information of both parties and are protected by each party's obligations of confidentiality.

7. DATA PROTECTION AND INFORMATION SECURITY

7.1. For the purposes of this clause, the following terms have the meanings set out below:

7.1.1. 'Data Protection Laws' means all applicable laws, rules, regulations, and governmental requirements relating in any way to the privacy, confidentiality, security, integrity and protection of Personal Data, including without limitation, the General Data Protection Regulation (EU) 2016/679 ('GDPR') and any national implementing legislation, the UK GDPR and the UK Data Protection Act 2018 in each case as amended or superseded from time to time.

7.1.2. 'Processor', 'processing', 'Personal Data', and other related expressions, capitalised or not, have the meaning given to them in Data Protection Laws.

7.1.3. 'Sub-processor' means any Processor engaged by another Processor.

7.1.4. 'UK GDPR' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended or superseded from time to time.

7.2. The Company will process Personal Data as a Processor on behalf of the Customer as part of providing those drug testing services and / or remote breath monitoring service. The data processing terms set out in Schedule 1 to these Terms shall be incorporated into and form part of these Terms and the Contract.

8. THIRD PARTY RIGHTS

8.1. The Company hereby warrants that to the best of its knowledge, information and belief at the date hereof the use of the Results and/or the Materials herein under shall not infringe the rights of any third party.

9. LIABILITY

9.1. Every care is taken to ensure that the Services provided to the Customer are efficient and accurate. However, subject to condition 9.3, where there has been negligence on the part of The Company or its own employees, the Company shall only be liable for direct loss or damage arising out of any part of the Services provided by the Company or its employees to the Customer. In all other instances (save for liability for death or personal injury) the Company or its employees shall not be held liable for any loss, howsoever arising.

9.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.3. In no circumstances whatsoever shall the Company's liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising

in connection with the performance or contemplated performance of this Contract or howsoever arising, exceed a sum equivalent to the Charges payable by the Customer under the Contract in the last calendar year or any part thereof if the term of the Contract has not exceeded one year.

9.4. Dates for the completion of the provision of the Services are estimates only but are given in good faith based upon good and active co-operation by the Customer and prompt compliance with all requirements stipulated by the Company. The Company shall not be liable for any failure to complete the provision of any Services on any particular date(s).

10.FORCE MAJEURE

10.1. The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the performance of any of the Company's obligations hereunder being prevented hindered or delayed or rendered uneconomic by reason of any circumstances or events beyond the Company's reasonable control including but not limited to act of God, war, riot, strike, lock-outs, trade disputes or labour disturbances, accidents, fire, flood, storm, explosion, government action, epidemic or any other circumstances affecting the provision of the Services.

10.2. The Company shall be entitled to add the period during which it is prevented hindered or delayed from providing the Services as aforesaid to any delivery or completion period affected thereby and, if the additional period exceeds six months either party shall be entitled to terminate this Agreement by giving notice of termination to the other in writing but such termination shall not prejudice the Company's right to payment for Services rendered or Results delivered prior of thereto.

11.TERMINATION

11.1. The Company agrees to provide the Services to the Customer on the terms hereinafter set out for a period of one year for Sweat testing unless otherwise stated in the Customer's Quote, from the Commencement Date and thereafter on an annual basis unless terminated by either party giving to the other not less than two months' notice in writing

11.2. The Company agrees to provide the Remote Breath Monitoring Services to the Customer on the terms hereinafter set out for the agreed length of Program as stated in the Customer's Quote unless terminated by either party giving to the other not less than two months' notice in writing

11.3. Either party may terminate the Contract immediately by notice in writing to the other if:

11.3.1. The other party breaches such Contract and in the case of a remediable breach, fails to remedy such breach within 30 days of receipt of notice requiring it to do so; or

11.3.2. The other party becomes unable to pay its debts, proposes or makes any composition with or assignment or moratorium for the benefit of its creditors generally or any class of creditors, passes a resolution or takes or is subject to any other step (including court application or order) with a view to its winding up or dissolution (other than for the purpose of a solvent reconstruction or amalgamation), or the appointment in respect of it or any of its assets of a trustee, supervisor, administrative or other receiver, administrator, provisional

liquidator, liquidator, including the appointment of a manager ad interim, suffers a third party taking possession over all or a part of its assets or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction.

11.4. The Company may terminate the Contract immediately if the Customer is in breach of the UK Bribery Act and/or fails to comply with any other applicable national law or regulation with a similar purpose.

12. CONSEQUENCES OF TERMINATION

12.1. Upon termination of the Contract:

12.1.1. All outstanding unpaid invoices and all other sums due in respect of Services already provided under the Contract shall become immediately payable by the Customer; and

12.1.2. Conditions: 1(Definitions), 5(Intellectual Property Rights), 9(Liability), 12(Consequences of Termination) and 14(General Provisions) shall remain in full force and effect.

13. NOTICES

13.1. Any notice or other communication given under this Contract shall be in writing, in the English language and shall be sent by first class mail, e-mail to the address or e-mail address out in the Quote or Proposal as revised by notice to the other party from time to time.

13.2. Any notice sent by first class mail shall be deemed to have been given on the third business day from and including the date of posting. Any notice confirmed by first class mail shall be deemed to have been given the next business day following the day of transmission. Any notice sent by e-mail shall be deemed to have been given the next business day following delivery.

14. GENERAL PROVISIONS

14.1. In the interpretation of these terms and conditions:

14.1.1. The headings are for convenience only and shall not affect the interpretation of this Contract;

14.1.2. 'Including' means 'including without limitation' and 'includes' shall be construed;

14.1.3. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

14.2. The Company may, on the provision of notice to the Customer, sub-contract the performance of the Contract in whole or in part to any third party and any licenses, consent and authorisations given to the Company by the Customer shall apply to such sub-contractor. The Company shall remain liable for the acts and defaults of its sub-contractors. The Customer shall not, without first obtaining the Company's written consent, assign or sub-contract the Contract in whole or in part and it shall be a condition of any such consent to any sub-contracting or assignment of the Contract that the Customer shall ensure and be responsible for the compliance by any sub-contractor with the terms of the Contract and include in the sub-contract provisions consistent with the Contract for the benefit of and enforceable by the Company and furnish the Company with copies of any sub-contract upon the Company's request at any time.

14.3. Unless otherwise agreed, neither party shall originate any publicity relating to any

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Contract, including its existence and terms. The Customer shall not make any public statement in connection with any controversy in relation to the Services without the prior approval of the Company.

14.4. For the avoidance of doubt all drawings, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract.

14.5. No failure or delay by either party in exercising any of its rights under the Contract shall be accordingly; and deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.6. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

14.7. English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

14.8. A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted.

14.9. Each party shall, in the performance of all of its rights and obligations under the Contract, comply with all applicable laws, rules, regulations and by-laws and with all orders, decrees, policies and directives issued by applicable governmental authorities. The Company shall have the right to terminate the Contract with immediate effect in the event of non-compliance with this Condition. Nothing in this Condition shall be construed as requiring either party to perform its obligations hereunder, where such performance shall constitute an infringement, contravention, or breach of such applicable laws, rules, regulations and by-laws and with all orders, decrees, policies and directives issued by applicable governmental authorities or unlawful interference with any third party.

14.10. The Contract constitutes the entire agreement and understanding relating to the provision of the Services, between the Company and the Customer.

SCHEDULE 1

DATA PROCESSING TERMS

This Schedule 1 is incorporated into and forms part of the Terms and Conditions for the Provision of Services with ITS QuAI Ltd trading as DrugPatch. Capitalised terms used in this Schedule 1 have the same meaning given to them in the Terms and Conditions for the Provision of Services.

1. DEFINITIONS

1.1. For the purposes of this Schedule 1, the following terms have the meanings set out below:

1.1.1. **'Customer Personal Data'** has the meaning given to it in clause 2.4.

1.1.2. **'Data Subject Request'** means any request from a Data Subject relating to his/her right (in each case where applicable): (i) of access to Customer Personal Data; (ii) to rectify Customer Personal Data; (iii) to restrict processing of Customer Personal Data; (iv) to erase Customer Personal Data; (v) to port Customer Personal Data; (vi) to object to Customer Personal Data processing; or (vii) not to be subject to automated individual decision making as part of the drug testing services.

1.2. The terms 'Controller', 'Data Subject', 'Personal Data Breach' and 'Supervisory Authority' have the meanings given to them in Data Protection Laws.

2. DESCRIPTION OF THE PROCESSING

2.1. Subject matter

Customer instructs the Company to carry out sweat testing services and / or remote breath alcohol monitoring on its behalf under the Contract.

2.2. Duration

The term of the Contract or monitoring period.

2.3. Nature and purpose of processing

Customer instructs the Company to carry out drug testing services or remote breath alcohol monitoring in relation to the Customer's choice of data subjects. Specific Customer requirements are agreed at project 'set up'.

2.4. Types of Personal Data relating to each category of Data Subject

Sweat Testing: Name, surname, signature, unique identifier, date of birth, gender, National Insurance number, data concerning health derived from drug testing services (including list of current medications, the reason for the test and information related to the test and the test results); Remote Breath Alcohol Monitoring: unique identifier, mobile telephone number, facial image ("**Customer Personal Data**")

2.5. Categories of Data Subjects

Sweat testing:

Probationers, individuals undergoing family court proceedings or engaged in drug treatment services, employees, prospective employees and contractors of Customer.

Remote Breath:

Employees of the Program Sponsor who agree to use the device for monitoring purposes, Volunteers which agreed to use the device for trial purposes, Uses who agree voluntarily to use the device for monitoring purposes as part of a monitoring program.

3. GENERAL OBLIGATIONS OF PROCESSOR

3.1. As part of providing drug testing services and / or breath alcohol monitoring services, the Company will process Customer Personal Data only on documented instructions of

Customer as set out in the Contract and this Schedule 1, and not for any other purpose, or in any other manner, unless specifically instructed by Customer in writing to do so, or as required by Data Protection Laws. In the event that the Company is required by Data Protection Laws to process Customer Personal Data for any other purpose or in any other manner, the Company will inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

3.2. The Company will ensure that its employees, agents and/or Sub-processors authorised to process Customer Personal Data have committed themselves to confidentiality.

4. TECHNICAL AND ORGANISATIONAL MEASURES

4.1. The Company will implement appropriate technical and organisational measures

4.2. The technical and organisational measures are subject to technical progress and further development. In this respect the Company may update or modify the measures in place from time to time provided that such updates or modifications do not result in any material degradation of the security of the Customer Personal Data.

5. DELETION OF CUSTOMER PERSONAL DATA

5.1. The Company will delete all Customer Personal Data 7 years after the end of the provision of Services relating to the Customer Personal Data, unless Data Protection Laws permit storage of the Customer Personal Data by the Company.

6. SUBPROCESSING

6.1. Customer acknowledges that the Company has entered into written agreements with Sub-processors (the current Sub-processors being listed at Annex 1 (*Approved Sub-processors*)) that impose materially similar obligations on such Sub-processors as are placed on the Company in this Section 4.1.

6.2. The Company is hereby permitted to appoint Sub-processors to process Customer Personal Data provided that:

6.2.1. the Company enters into a written contract with the Sub-processor on materially similar terms to those applied by the Company;

6.2.2. the Company informs Customer of any intended changes concerning the addition or replacement of any key Sub-processors and gives Customer the opportunity to object to such changes; and

6.2.3. where a Sub-processor fails to fulfil its data protection obligations, the Company will remain fully liable to Customer for the performance of the Sub-processor's obligations.

7. DATA SUBJECT REQUESTS

7.1. Taking into account the nature of the processing, the Company will provide reasonable assistance to Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to Data Subject Requests.

8. PERSONAL DATA BREACH

8.1. The Company will notify Customer without undue delay after becoming aware of a Personal Data Breach involving the Customer Personal Data and provide reasonable assistance to Customer in connection with its third-party notification and communication obligations under Data Protection Laws, taking into account the nature of the Customer Personal Data processing and the information available to the Company.

8.2. Customer acknowledges and agrees that it is solely responsible for the fulfilment of any third-party notification and communication obligations under Data Protection Laws.

9. DATA PROTECTION IMPACT ASSESSMENTS

9.1. The Company will provide reasonable assistance to Customer in connection with its obligations under Data Protection Laws to carry out a data protection impact assessment and consult with the relevant Supervisory Authority in respect of any such data protection impact assessment.

10. AUDIT

10.1. The Company will ensure that Customer is able to verify compliance with the obligations of the Company and undertakes to give the Customer the necessary information on request and, in particular, to demonstrate the execution of the technical and organisational measures.

10.2. Evidence of such measures under clause 10.1 may be provided by:

10.2.1 the Company's compliance with approved codes of conduct pursuant to GDPR Article 40 and/or UK GDPR Article 40;

10.2.2. current auditors' certificates, reports or excerpts from reports provided by independent bodies (for example, auditor, data protection officer, IT security department, data privacy auditor, quality auditor).

10.3. If Customer cannot verify the Company's compliance with its obligations using the methods set out under clause 10.1, Customer may, after consultation with the Company and upon advance notice, carry out inspections or to have them carried out by an auditor to be designated in each individual case.

11. EX-EEA DATA TRANSFERS

11.1. Company's servers are located in UK. SCRAMNet utilised for Remote Breath Alcohol Monitoring only is provided by Alcohol Monitoring Systems ("AMS"), a third party supplier which is located in the United States.

11.2. The Customer understands that for the Company to provide the Remote Breath Alcohol Services, it will be necessary to transfer Personal Data to Company in the United States.

11.3. If the Customer is based in the European Economic Area ("**EEA**") or Switzerland or is otherwise governed by the GDPR in relation to its transfer of Personal Data to Company, and during the Term of the Contract the European Commission does not deem the UK to be a territory that provides adequate protection to Personal Data in accordance with the GDPR, the Standard Contractual Clauses set out in Annex 2, which are incorporated herein, shall come into effect. Any references to 'Directive 95/46/EC' in the Standard Contractual Clauses will be read as references to appropriate provisions of GDPR or the Swiss Federal Data Protection Act 1992 (as may be amended or superseded) as applicable, where possible. Any references to 'Member State' in the Standard Contractual Clauses will include any member state of the EEA or Switzerland, as applicable.

11.4. Without prejudice to Clause 11.2, where Company exports Customer Personal Data from the UK, it will ensure that its export of Customer Personal Data complies with Data Protection Laws, and Customer agrees to cooperate with the Company in good faith to assist the Company in complying with such Data Protection Laws.

12. COMPLIANCE WITH LAW

12.1. Each party will, at all times, comply with its respective obligations under Data Protection Laws.

13. LIABILITY

13.1. The parties shall each be responsible and liable for their own actions and will take all reasonable steps to mitigate any damages. The liability provisions of this Schedule 1 relates to the liability between the parties exclusively arising from or in connection with a breach of the GDPR, UK GDPR and this Schedule 1 and is without prejudice to and supplements the liability provisions contained in the Terms.

13.2. Where the Company as a Processor does not comply with obligations of the GDPR and/or UK GDPR specifically directed to Processors or when it has acted outside or contrary to lawful instructions from the Customer then it will: (a) be liable to the Customer for the damage directly caused by its processing of the Customer Personal Data; and (b) reimburse Customer for all claims, actions or demands made by third parties for damage directly caused by its processing of Customer Personal Data.

13.3. If the Company pays full compensation for damage suffered by a Data Subject in accordance with GDPR Article 82.4 and/or UK GDPR Article 82.4, the Customer shall reimburse the Company that part of the compensation corresponding to the Customer's part of the responsibility for the damage.

13.4. Customer will reimburse or pay Company for all costs arising from any instructions received by Company from Customer related to Personal Data processing beyond what Company has contractually agreed to provide as part of providing the Services, including without limitation and where legally permitted, providing assistance to Customer in accordance with clauses 7, 8, 9 and 10 of this Schedule 1.

14. ORDER OF PRECEDENCE

14.1. This Schedule 1 supplements and amends the Terms and in the event of a conflict, the following order of precedence will apply:

14.1.1. this Schedule 1; and

14.1.2. the Terms

14.1.3. except where the Company and Customer have entered into separate data processing or data sharing agreement in relation to the Company's provision of the drug testing services ("Customer DPA"). Where the parties have entered into a Customer DPA, then this Schedule 1 shall not apply, and Customer DPA will be substituted for 'Schedule 1' in 14.1.1. above.

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LIST OF ANNEXES

Annex 1: Approved Subprocessors

Annex 2: Standard Contractual Clauses

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ANNEX 1: APPROVED SUBPROCESSORS

No.	SUBPROCESSOR NAME	SUBPROCESSOR LOCATION	SPECIFIC SERVICE FOR WHICH THE SUBPROCESSOR IS ENGAGED
1.	Biologic Solutions Ltd trading as QuAI health	United Kingdom	Laboratory Services
2.	Alcohol Monitoring Systems ("AMS")	United States	Remote Breath Alcohol Monitoring services

ANNEX 2: STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection Customer (as defined above) (the data

exporter) And

Company (as defined above) (the data

importer) each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

CLAUSE 1

DEFINITIONS

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

CLAUSE 2

DETAILS OF THE TRANSFER

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

CLAUSE 3

THIRD-PARTY BENEFICIARY CLAUSE

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

CLAUSE 4

OBLIGATIONS OF THE DATA EXPORTER

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

CLAUSE 5

OBLIGATIONS OF THE DATA IMPORTER

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, and provide a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

CLAUSE 6

LIABILITY

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by

contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

CLAUSE 7

MEDIATION AND JURISDICTION

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

CLAUSE 8

COOPERATION WITH SUPERVISORY AUTHORITIES

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

CLAUSE 9

GOVERNING LAW

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

CLAUSE 10

VARIATION OF THE CONTRACT

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

CLAUSE 11

SUB-PROCESSING

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (3). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely UK.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

CLAUSE 12

OBLIGATION AFTER THE TERMINATION OF PERSONAL DATA-PROCESSING SERVICES

5. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
6. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.



APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

DATA EXPORTER

The data exporter is the entity defined as 'Customer' above, who has engaged Company to provide the Services.

DATA IMPORTER

The data importer is the entity defined as 'Company' above, who has been engaged by the Customer to provide the Services.

DATA SUBJECTS

The personal data transferred concern the following categories of data subjects:

- Probationers (Sweat)
- Individuals undergoing Family Court Proceedings or engaged in drug treatment services (sweat)
- Employees, prospective employees and contractors of Customer (Sweat)
- Employees of the Program Sponsor who agree to use the device for monitoring purposes (Remote Breath)
- Volunteers which agreed to use the device for trial purposes (Remote Breath)
- Uses who agree voluntarily to use the device for monitoring purposes as part of a monitoring program (Remote Breath)

CATEGORIES OF DATA AND SPECIAL CATEGORIES OF DATA

The categories of personal data (including special categories of personal data) transferred concern the categories of data set out in Clause 2.4 of Schedule 1 above.

PROCESSING OPERATIONS

The personal data transferred will be subject to the processing activities required to provide the Services. These include:

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Protecting data, including restricting, encrypting, and security testing
- Erasing data, including destruction and deletion