

## Positive Solutions Limited

### Data Processing Agreement

This Data Processing Agreement (**DPA**) forms part of the agreement between Positive Solutions Limited and its customers to reflect the parties' agreement with regard to the processing of Personal Data by Positive Solutions Limited and supplements the agreement governing the provision of services, software, hardware and other deliverables to be provided by Positive Solutions Limited to its customers.

#### 1 Interpretation

The following definitions and rules of interpretation apply in this DPA. All capitalised terms not defined in this DPA will have the meanings given to them in the Conditions.

##### 1.1 Definitions.

**Contract** means PSL's terms and conditions with any specific terms, in each case as amended from time to time.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** have the definitions given in Data Protection Legislation.

**Customer** means the person or firm who purchases the Hardware, Software, Deliverables and/or Services from PSL as set out in the Order Form as further described in the Conditions.

**Customer Data** means the Personal Data of any Data Subject processed by PSL on behalf of the Customer pursuant to or in connection with the Contract.

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**Domestic Law** means the law of the United Kingdom or a part of the United Kingdom.

**PSL** means Positive Solutions Limited, a company registered in England and Wales with company number 02843818 with its registered office at Three South Langworthy Road, PO Box 18, Salford, M50 2PW.

**Services** means the services to be provided by PSL to the Customer as further described in the Contract.

**UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

## 2 **Scope of data processing**

- 2.1 **Relationship of the parties:** The Customer and PSL agree and acknowledge that for the purpose of the Data Protection Legislation (i) the Customer is the controller and PSL is the processor for Customer Data processed as part of the Services; and (ii) each party will comply with its obligations under the Data Protection Legislation with respect to the processing of Customer Data.
- 2.2 **Anonymised data:** PSL is authorised by the Customer to anonymise the Customer Data and once such anonymised data no longer contains Personal Data to use such anonymised data for its own business purposes.
- 2.3 **Details of processing:** Annex A describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which PSL may process the Customer Data to perform its obligations under the Services.

## 3 **Obligations of PSL**

- 3.1 **Compliance with instructions:** PSL shall only process the Customer Data to the extent, and in such a manner, as is necessary for the Services in accordance with the Customer's written instructions, save that PSL may anonymise the Customer Data as set out at paragraph 2.2. PSL shall promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.
- 3.2 **Confidentiality:** PSL shall maintain the confidentiality of the Customer Data and will not disclose the Customer Data to third parties unless it is anonymised as set out in paragraph 2.2, the Customer specifically authorises the disclosure whether in this DPA or otherwise in writing, or as required by Domestic Law. If Domestic Law requires PSL to disclose the Customer Data to a third party, PSL must first inform the Customer and give the Customer an opportunity to object or challenge the requirement, unless Domestic Law prohibits the giving of such notice.
- 3.3 **Assistance:** PSL shall reasonably assist the Customer, at the Customer's cost, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of PSL's processing and the information available to PSL.
- 4 **Employees:** PSL will ensure that all of its employees are informed of the confidential nature of the Customer Data and are bound by confidentiality obligations and use restrictions in respect of the Customer Data and are aware both of PSL's duties and their personal duties and obligations under the Data Protection Legislation and this DPA.

## 5 **Security**

- 5.1 **Appropriate measures:** PSL shall implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Customer Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Customer Data, including as appropriate:
- 5.1.1 the pseudonymisation and encryption of Customer Data;

- 5.1.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- 5.1.3 the ability to restore the availability and access to Customer Data in a timely manner in the event of a physical or technical incident; and
- 5.1.4 a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

## 6 Personal Data Breach

- 6.1 **Notification:** If PSL becomes aware of a Personal Data Breach, PSL will notify the Customer without undue delay. PSL will not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Customer Data and/or a Personal Data Breach without first obtaining the Customer's written consent, except when required to do so by Domestic Law
- 6.2 **Assistance:** PSL will reasonably co-operate with the Customer in the Customer's handling of the Personal Data Breach, including but not limited to taking reasonable steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach.
- 6.3 **Handling of the Personal Data Breach:** PSL agrees that the Customer has the sole right to determine whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice.

## 7 International transfers

- 7.1 PSL shall not transfer any Customer Data outside of the UK unless the following conditions are fulfilled:
  - 7.1.1 the Customer or PSL has provided appropriate safeguards in relation to the transfer;
  - 7.1.2 the Data Subject has enforceable rights and effective legal remedies;
  - 7.1.3 PSL complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Data that is transferred; and
  - 7.1.4 PSL complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Data.

### 7.2 Sub-processors

- 7.3 **Permitted sub-processors:** The Customer provides its general written authorisation to PSL to authorise third party sub-processors to process the Customer Data. The sub-processors currently engaged by PSL are set out at Annex A. PSL shall inform the Customer of any intended changes concerning the addition or replacement of any sub-processors by updating Annex A and making the updated version available on its website thereby giving the Customer the opportunity to object to such changes.

- 7.4 **Sub-processor obligations:** PSL shall enter into a written contract with each sub-processor that contains terms substantially the same as those set out in this DPA and shall remain responsible for any acts or omissions of any sub-processor that cause PSL to breach any of its obligations under this DPA.
- 8 **Data Subject rights**
- 8.1 **Notification:** PSL shall promptly notify the Customer if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Customer Data or to either party's compliance with the Data Protection Legislation in relation to this DPA.
- 8.2 **Assistance:** PSL shall use its commercially reasonable endeavours to provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with the rights of Data Subjects under the Data Protection Legislation.
- 9 **Return or deletion of Customer Data:** At the written direction of the Customer, PSL shall delete or return the Customer Data and copies thereof to the Customer unless required by Domestic Law to store the Customer Data
- 10 **Limitation of liability:** The limitations of liability set out in the Contract shall apply to this DPA.
- 11 **PSL acting as controller:** PSL may in certain circumstances when dealing directly with Data Subjects, for example, when Data Subjects access the MyHealthHub app, act as a Controller in relation to Personal Data which is outside the scope of this DPA and where it has valid grounds for doing so under Data Protection Legislation.
- 12 **Updates to this DPA:** PSL may vary this DPA as set out in the Contract, and/or may revise this DPA by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when uploaded to PSL's website).

## Annex A

### Details of the processing

#### Processing by PSL:

<b>1. Nature and purpose of Processing</b>	Performance of PSL's obligations in accordance with the Contract.
<b>2. Duration of the Processing</b>	The Term of the Contract.
<b>3. Categories of Data Subject</b>	Determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: <ul style="list-style-type: none"><li>• Patients and customers of the Customer.</li><li>• Employees of the Customer.</li><li>• Other Data Subjects such as third party prescribers.</li></ul>
<b>4. Types of Personal Data</b>	Determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data of Data Subjects:  Personal details including: <ul style="list-style-type: none"><li>• Name</li><li>• Address</li><li>• Telephone number</li><li>• Date of birth</li><li>• Email address</li><li>• Other data collected that could directly or indirectly identify Data Subjects.</li></ul> Special category data including health information.
<b>5. Sub-processors</b>	Charac Limited: provider of the MyHealthHub App. IQVIA: provider of Network Connection. Panintelligence: provider of HX Intel platform.