

CENTRAL RECRUIT AGENT TERMS AND CONDITIONS

The Agreement is a legal agreement between you, the organisation, acting on behalf of itself and all its users, using the relevant Services (as defined) ("**You**" or "**Your**"), and Egton Medical Information Systems Limited, trading as Optum, a company incorporated in England and Wales (company number 2117205) whose registered office is at Fulford Grange, Micklefield Lane, Leeds, LS19 6BA ("**Optum**", "**us**" or "**we**").

IMPORTANT NOTICE TO ALL CUSTOMERS:

- AS APPROPRIATE, YOU SHALL BE DEEMED TO HAVE ACCEPTED THE AGREEMENT UPON (AS RELEVANT) ON THE EARLIER OF (A) CLICKING ON THE "ACCEPT" BUTTON (OR SIMILAR), (B) AGREEING IN WRITING (INCLUDING EMAIL) TO TAKE THE SERVICE AND/OR (C) USING THE SERVICES. THE USER ACCEPTING THE AGREEMENT IN ACCORDANCE WITH THE ABOVE, REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND YOU AND YOU AGREE THE AGREEMENT WHICH WILL BIND YOU AND ALL OF YOUR USERS.
- IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, YOU MUST NOT USE THE SERVICES.

RECITALS:

- (A) The Supplier has developed Recruit (as defined) which it provides to GP practices that use EMIS Web and who sign up to the Recruit Terms (as defined).
- (B) Through Recruit, practices can confirm to Optum their authorisation for You to act as their agent in relation the Authorised Activities (as defined).
- (C) This Agreement governs Your use of Optum Materials (as defined) and Services (as defined) and articulates the authorisation that Recruit GPs (as defined) have provided to Optum in relation to Your agency.
- (D) The relationship between You and any Recruit GPs is subject to relevant Agency Agreement(s) (as defined).

NOW IT IS HEREBY AGREED as follows:

1 Definitions

1.1 In this Agreement, the following words shall have the following meanings:

Affiliate means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

Agency Agreement means an agreement between You and the relevant Recruit GP(s) in relation to Your rights and obligations in undertaking the Authorised Activities (whether in writing or otherwise).

Agent Network means a network of GP practices using Recruit that have appointed You as their agent to undertake Authorised Activities.

Agent Request means a request from You to a Recruit GP practice to join Your Agent Network.

Agreement means the clauses of this agreement as may be varied or amended from time to time in accordance with this agreement, including any Schedules attached hereto and any Appendices to such Schedules.

Applicable Law means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the performance of the parties' respective obligations under this Agreement.

Assigned means where You have decided to recruit Potential Study Participants for a relevant Research Study from a particular Recruit GP practice.

Assignment in Progress means where You are considering whether to recruit Potential Study Participants for a relevant Research Study from a particular Recruit GP practice.

Assignment Status means the status of a Recruit GP practice as Assigned, Assignment in Progress or Not Assigned as determined by You (acting reasonably).

Authorised Activities means the activities that You are authorised to undertake on behalf of Recruit GPs as more particularly set out in Schedule 1.

Authorised Users means the individual users (whether employed by You or not) that use the Optum Materials and Services under the terms of this Agreement through Your account.

Confidential Information means information (in any format) that falls within any of the following categories: (a) it relates to, includes or comprises terms and conditions of this Agreement; (b) it is Potential Study Participant Data; (c) it is marked as "confidential" (or similar); (d) it is of a nature that a reasonable person would (in all the circumstances) consider confidential, including: (i) information concerning a party's business operations or affairs, including research and development efforts, inventions, drawings, models, trade secrets, know-how, products, processes, techniques, equipment, marketing, market opportunities, plans, intentions, relationships with customers and suppliers, finances, personnel, computer software, and algorithms; and (ii) similar information of third parties that a party maintains in confidence; or (e) any combination of the foregoing.

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a party, and "Controls", "Controlled" and the expression "change of Control" shall be construed accordingly.

Controller has the meaning given under the Data Protection Laws.

Customer Cause means anything which results directly or indirectly from Your: (a) breach of this Agreement; and/or (b) delay or failure in performing its obligations under this Agreement (including those set out in clause 4), or in providing notices, arrangements, engagement, access, assistance or information to Optum in a sufficiently timely or accurate manner.

Data Protection Laws means: (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") as incorporated into domestic United Kingdom law by the European Union (Withdrawal Agreement) Act 2020 and amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 (the "UK GDPR"); (ii) the Privacy and Electronic Communications Regulations 2003; and (iii) any binding guidance or codes of conduct issued by the Data Protection Regulator from time to time.

Data Protection Regulator means the Information Commissioner's Office and any successor body from time to time.

Data Subject has the meaning given under the Data Protection Laws.

Disclosing Party has the meaning set out in clause 15.1.

Dispute has the meaning set out in clause 16.11.

Effective Date means the date of this Agreement.

EMIS Web means Optum' proprietary electronic patient record system provided to GPs.

Fees means the amounts Optum will pay to You under this Agreement in accordance with clause 7, which will be based on the number of Potential Study Participants who consent to be contacted by the relevant Research Study team, as more particularly set out in a Research Study Summary.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Not Assigned means where You have not yet decided to recruit Potential Study Participants for a relevant Research Study from a particular Recruit GP practice.

Notice has the meaning set out in clause 16.11.

Opt Out Code means the following code within EMIS Web: "Consent withdrawn for invitations to participate in research studies" (Optum Code: 1929201000006106) and such additional or alternative codes as Optum may nominate from time to time.

Optum Referral means the process whereby Optum authenticates a Potential Study Participant's identity and facilitates the sharing of certain Potential Study Participant Data with Relevant Study Parties (subject to the Potential Study Participant's consent), as more particularly described in Schedule 1.

Optum Materials means Recruit and any other materials provided by Optum pursuant to this Agreement or otherwise generated by Optum under this Agreement (but excluding the Potential Study Participant Data and Status Data).

Personal Data has the meaning set out under Data Protection Laws.

Potential Study Participant(s) means patients who have been identified as being potentially eligible for a Research Study.

Potential Study Participant Data means the relevant data in relation to the Potential Study Participant to be shared with a Relevant Study Party in accordance with this Agreement and the Recruit Terms.

Privacy Notice means the notice containing the information required to be provided to a Data Subject by the Data Protection Laws.

Process has the meaning set out under Data Protection Laws (and "Processes" and "Processing" shall be construed accordingly).

Processor has the meaning given under the Data Protection Laws.

Recipient Party has the meaning set out in clause 15.1.

Recruit means a software application or feature proprietary to Optum that enables GPs that use EMIS Web and sign up to Recruit to share Potential Study Participant Data with sponsors of clinical trials.

Recruit GP(s) means a GP practice that uses EMIS Web as its electronic patient record system, has signed up to use Recruit and confirms its authorisation to Optum that it has appointed You to act as its agent in respect of the Services.

Recruit Terms means the contract entered into between Optum and the Recruit GPs in relation to the provision of Recruit to them.

Relevant Study Party means the relevant clinical or academic institutions and other named third party organisations sponsoring and/or running the Research Study, or third party intermediaries or agents acting on their behalf.

Relevant Study Party Referral means where a Potential Study Participant is sent (via a link) direct to the Relevant Study Party without Optum authenticating the identity of the Potential Study Participant or facilitating the sharing of Potential Study Participant Data with the Relevant Study Party, as more particularly described in Schedule 1.

Research Study Summary means details of clinical research studies (each a “**Research Study**”), available within Recruit to Recruit GPs, including details of the Relevant Study Party, a summary of what the study relates to, how Fees are calculated and other key details.

Services means the services to be delivered by Optum pursuant to this Agreement to You as required to allow You to undertake the Authorised Activities within Recruit.

Staff means in respect of either party any staff engaged by such party (including employees as well as any agents and sub-contractors) in connection with this Agreement.

Working Days means any day between Monday and Friday (other than any public holiday in England and Wales).

2 Interpretation

- 2.1 Clause, attachment, schedule, appendix and paragraph headings shall not affect the interpretation of this Agreement.
- 2.2 A reference to: (i) a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assignees; (ii) a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (iii) words in the singular shall include the plural and vice versa; (iv) one gender shall include a reference to the other genders; and (v) a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and (vi) writing or written includes e-mail, (provided that, in respect of correspondence sent from You to Optum, that the same is sent to uk.contracts@optum.com) but not faxes; and (vii) clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
- 2.3 Any 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, description, definition, phrase or term preceding those terms.

3 Services

- 3.1 Subject to Your compliance with this Agreement, Optum shall provide the Services in accordance with the terms of this Agreement.
- 3.2 Optum shall provide the Services with reasonable care and skill.

4 Recruit GP Authorisation

- 4.1 From time to time You may provide us with the name(s) and ODS code and/or Optum CDB number of each GP practice (that use EMIS Web), that You have an Agency Agreement with, to request that Optum send such practices an Agent Request. You will ensure that You have the right to provide such GP practice names to Optum.
- 4.2 Optum will use its reasonable endeavours to submit the Agent Request to all such GP practices who are using Recruit and have agreed to the Recruit Terms. If a GP practice has already appointed another agent, we will not be able to send an Agent Request on Your behalf. In the event that any of the GP practices provided by You have not signed up to Recruit, the Agent Request will not be sent and the

practice will appear as 'Not accepted' within Your instance of Recruit. Optum is unable to confirm to You which GP practices are, or are not, signed up to Recruit as this is confidential information. You should speak directly with the GP practices should You wish to obtain this information or to address any queries regarding your appointment.

- 4.3 Once an Agent Request has been sent, the GP practice will be able (at their absolute discretion) to: a) accept the request (at which point they would become a Recruit GP), b) reject the Agent Request; or c) take no action.
- 4.4 If a GP practice:
- (a) accepts an Agent Request, this will be recorded as 'Accepted' within Your instance of Recruit and You will be able to undertake the Authorised Activities on behalf of such Recruit GP until termination of such authorisation or this Agreement; or
 - (b) rejects the Agent Request or takes no action, this will appear as 'Not accepted' within Your instance of Recruit and You will be unable to undertake any Authorised Activities until such time that the Agent Request is accepted by the GP practice.
- 4.5 The terms of this Agreement are for the purposes of confirming the Authorised Activities and Services that will be made available to You by Optum and do not create a direct relationship between You and the Recruit GPs, which should be governed by an appropriate Agency Agreement.
- 4.6 Without prejudice to Your other obligations set out under this Agreement, You shall ensure that You have all relevant consents, permissions and approvals (including ensuring You have appropriate contractual arrangement(s) in place) from the Recruit GPs in order to undertake the Authorised Activities (including viewing and sending Potential Study Participant Data).

5 Authorised Users and Licence Restrictions

- 5.1 You must provide Optum with a list of Your Authorised Users. Once provided, Optum shall use its reasonable endeavours to provide access to the Services to such Authorised User(s).
- 5.2 Optum may from time to time send communications to Authorised Users to let them know that the Services has been activated, to give them information about the Services and to inform them when new Research Studies are available to access in Recruit.
- 5.3 In relation to the Authorised Users, You:
- (a) are, and shall at all times remain, responsible for the acts and omissions of all Authorised Users as if they were Your acts and/or omissions;
 - (b) must ensure that the terms of this Agreement are brought to the attention of all Authorised Users and that all Authorised Users comply with such terms; and
 - (c) must notify Optum as soon as possible in the event that an Authorised User leaves Your organisation or should no longer have access to the Service (for whatever reason).
- 5.4 Without prejudice to any other rights Optum may have under this Agreement, if any Authorised User breaches the terms of this Agreement, Optum shall be entitled to suspend such Authorised User's access to and/or use of the Services.
- 5.5 You shall not:
- (a) use the Optum Materials for anything other than for the purpose of using the Services, performing its obligations and exercising its rights under this Agreement;
 - (b) use the Optum Materials in a manner which (in our reasonable opinion) is excessive, puts any undue strain on the Optum Materials or which is in excess of any agreed usage allowance (however that has been quantified);

- (c) rent, lease, sub-license, assign, sell, transfer, loan, charge or otherwise deal in or encumber any element of the Optum Materials or use the Optum Materials on behalf of any third party or make available the same to any third party;
- (d) translate, merge, adapt or otherwise make alterations to, or modifications of, the whole or any part of the Optum Materials, nor permit the Optum Materials or any part thereof to be combined with, or become incorporated in, any other programs;
- (e) disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Optum Materials nor attempt to do any such things;
- (f) provide, or otherwise make available, the Optum Materials in any form, in whole or in part (including, program listings, object and source program listings, object code and source code) to any person; and/or
- (g) use the Optum Materials in relation to any immoral, fraudulent or illegal purpose or for any other purpose which may reasonably be determined threatening, abusive or harmful or damaging to our reputation.

6 Intellectual Property Rights

- 6.1 In relation to the Optum Materials, the parties acknowledge that Optum owns all Intellectual Property Rights in the same and You shall have no rights in or to the same other than the right to use the same in accordance with the terms of this Agreement.
- 6.2 Optum hereby grants You a non-exclusive, royalty-free, licence for the duration of this Agreement, to use the Optum Materials for the purposes of performing Your obligations and exercising Your rights under this Agreement.
- 6.3 Neither party shall do, or authorise any party to do, any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of the other party, and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.
- 6.4 Each party shall, for the duration of this Agreement, at the other party's expense, take all such steps as the other party may reasonably require to assist the other party in maintaining the validity and enforceability of any Intellectual Property Rights licensed and/or created by the other party under this Agreement.

7 Fees

- 7.1 Subject to the terms of this clause 7, Optum shall pay the undisputed Fees to You, the details of which will be specified in the relevant Research Study Summary or otherwise agreed in writing between the parties from time to time in respect of each Research Study.
- 7.2 For the avoidance of doubt all Fees are payable in GBP and are exclusive of VAT, which You shall add to Your invoices at the appropriate rate.
- 7.3 You shall either (as directed by Optum) (a) follow Optum's self-billing process, as notified to You from time to time or (b) raise an invoice, for any relevant Fees at the end of each Research Study (or at such other intervals as notified by Optum to You). Provided that Optum has first received its corresponding payment in full from the Relevant Study Party in respect of that Research Study, Optum shall pay each valid undisputed invoice in full and in cleared funds, within sixty (60) days of the date of receipt of such invoice to a bank account nominated in writing by You.
- 7.4 In the event of a dispute concerning Fees paid or payable under this Agreement, Optum shall, acting reasonably, investigate the disputed amount, taking into account information and evidence provided by both parties and shall, in its discretion determine the actual Fee due to You. You agree to accept our decision in this regard as final and binding.
- 7.5 If Optum fails to pay You on the due date, Your sole and exclusive remedy will be to charge interest on such sum from the due date for payment at the annual rate of two percent (2%) above the base lending

rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.

- 7.6 Any part of the Fees, or other amounts, payable by You to a Recruit GP shall be a matter for You and the Recruit GP under the relevant Agency Agreement.

8 Limitation of Liability

- 8.1 Nothing in this Agreement excludes or limits the liability of either party in respect of:

- (a) death or personal injury caused by its negligence;
- (b) any indemnity given in this Agreement;
- (c) fraud or fraudulent misrepresentation; and/or
- (d) any other liability which may not otherwise be limited or excluded under Applicable Law.

- 8.2 Subject to clause 8.1, neither party shall under any circumstances whatsoever be liable to the other party, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for any:

- (a) loss (whether direct or indirect) of revenue or profits;
- (b) loss (whether direct or indirect) of business opportunity;
- (c) loss (whether direct or indirect) of goodwill or injury to reputation;
- (d) loss (whether direct or indirect) of anticipated savings; and/or
- (e) indirect, consequential or special loss or damage,

in each case arising out of or in connection with this Agreement.

- 8.3 Subject to clause 8.1 and clause 8.2, the aggregate liability of each party to the other arising out of or in connection with this Agreement whether arising from contract, tort (including negligence or breach of statutory duty) or otherwise shall be limited to £10,000 (ten thousand pounds).

- 8.4 Optum does not guarantee that access to and use of the Optum Materials will always be available or be uninterrupted. Optum will not be liable to You if for any reason the Optum Materials are unavailable at any time or for any period.

- 8.5 You agree and acknowledge that the Optum Materials are provided by Optum on an "as is" and "as available" basis, with any and all faults as may be present.

- 8.6 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement (including, any terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982).

- 8.7 Optum will not be in breach and will not be liable to You (and You shall not be entitled to terminate for breach or to exercise any other remedy under this Agreement) to the extent that Optum's performance of its obligations under this Agreement is delayed, prevented, impacted or otherwise affected by a Customer Cause.

- 8.8 You shall indemnify Optum, keep Optum indemnified and hold Optum harmless, against all claims, fines, actions and proceedings (to include, legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) incurred by Optum due to a breach by You of its obligations under the following provisions of this Agreement: clause 9 (Warranties and compliance with Applicable Law), clause 10 (Data Sharing) and/or clause 15 (Confidentiality).

9 Warranties and compliance with Applicable Law

- 9.1 You hereby warrant, represent and undertake that as of the Effective Date You have, and throughout the duration of this Agreement, shall continue to hold, all relevant approvals, rights, consents, permits and licences in relation to performing Your obligations and exercising Your rights under this Agreement.
- 9.2 Both parties shall, in performing their respective obligations under this Agreement, comply with Applicable Law.

10 Data Sharing

- 10.1 It is not envisaged by the parties that Optum will undertake any Processing of Personal Data on Your behalf under the terms of this Agreement.
- 10.2 The parties acknowledge that in the context of processing of any Potential Study Participant Data and/or Status Data which comprises Personal Data under this Agreement, Optum shall be acting as a Processor for the relevant Recruit GP.
- 10.3 Your standing (i.e. as a Processor or Controller) and use of the Potential Study Participant Data and/or Status Data shall be in accordance with the terms of the Agency Agreement(s) with the relevant Recruit GP(s).
- 10.4 You agree and acknowledge that if, at any time, a Recruit GP withdraws its instructions to share the Potential Study Participant Data with You, such data shall be immediately removed from Your instance of Recruit without notice to You. Such data may only be made available to You again on the instruction of the relevant Recruit GP.
- 10.5 Notwithstanding the rest of this clause, each party shall comply with its relevant obligations under the Data Protection Laws and, in the event that Optum is required to Process any Personal Data on behalf of You under the terms of this Agreement, the parties shall enter into an appropriate data processing agreement in accordance with the Data Protection Laws.

11 Meta Data Usage

- 11.1 You agree that Optum can track usage information in respect of Your use of the Services and use such meta or other anonymous data as it deems appropriate. All data is tracked and presented in a fully anonymised form and is combined with the same data from all or some of the other participating agents (if any) before being used and/or shared. Information that Optum may track includes:
- (a) the Research Study Summaries You accept on behalf of the Recruit GPs;
 - (b) the total number of patients You invite to participate in each Research Study;
 - (c) the total number of patients that consent to their details being shared with a Relevant Study Party for each Research Study You choose to participate in;
 - (d) usage tracking data;
 - (e) total number of GP practices who accept, decline or ignore any Agent Request sent on Your behalf under this Agreement; and
 - (f) such other meta data as Optum deems relevant and appropriate.

12 Termination of Your Agent Authority in respect of Recruit GP(s)

- 12.1 A Recruit GP may instruct Optum to terminate Your authority to act as its agent at any time by giving Optum not less than 7 days' written notice (the "**Notice Period**"). In addition, either Optum or a Recruit GP can terminate the Recruit Terms (and therefore the Recruit GP's right to use Recruit) in accordance

with those terms which would, in turn, terminate Your authority to act as the Recruit GP's agent. Upon such termination:

- (a) Optum shall use its reasonable endeavours to notify You of the termination of authority to act;
- (b) the Agent shall continue to have the authority to undertake the Authorised Activities until the end of the Notice Period (where relevant). You warrant however that You will always act in accordance with the terms of the relevant Agency Agreement i.e. should such agreement determine that You should immediately cease activities notwithstanding Your continued access to the Services under this Agreement;
- (c) all Fees associated with Potential Study Participants invited by You on behalf of a Referral GP before the termination of Your authority to act is effective under this Agreement, shall continue to be payable by Optum to You. This shall apply notwithstanding whether the Referral GP chooses to send any reminder messages / invitations to such Potential Study Participants (whether manually or automatically); and
- (d) You will no longer be able view Potential Study Participants or undertake any Authorised Activities for that Recruit GP from the date termination is effective (however, Optum will still report to the You on the number of Potential Study Participants, invited by You on behalf of the relevant Recruit GP, that successfully consent to their information being shared with a Relevant Study Party, for the purposes of the payment of Fees to You).

12.2 You may terminate Your authority to act on behalf of one or more Recruit GPs under this Agreement by giving Optum not less than 7 days' written notice. In such circumstances:

- (a) Optum shall use its reasonable endeavours to notify the Recruit GP(s) when it receives a notice under this clause from You however, You should also notify the Recruit GP(s) directly (and where relevant, in accordance with the Agency Agreement); and
- (b) clauses 12.1(b) to 12.1(d) (inclusive) shall apply to such termination of authority (where Notice Period means the notice period under this clause).

12.3 For the avoidance of doubt, any termination of authority under this Agreement or under Optum's agreement with a Referral GP shall not terminate or have any other effect under a relevant Agency Agreement (unless so agreed between You and the Referral GP therein).

13 Termination of this Agreement

13.1 This Agreement shall commence on the Effective Date and shall continue unless and until terminated by either party in accordance with this clause 13. Each Research Study Summary shall commence on the date upon which You agree to enter into that particular Research Study and shall expire upon completion of the relevant Research Study, unless terminated or suspended earlier in accordance with this clause 13.

13.2 You may terminate this Agreement at any time by giving Optum not less than 10 days written notice.

13.3 This Agreement may be terminated with immediate effect by either party (the "**first party**") by written notice to the other in the event of one or more of the following:

- (a) if the other ceases to carry on business or goes into liquidation (other than voluntary liquidation for the purpose of a bona fide solvent reconstruction or amalgamation the terms of which have been approved in advance by the first party in writing) or is dissolved or struck off;
- (b) if the other is unable to pay its debts as they mature or suffers the appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is the subject of any bankruptcy proceedings; and/or

- (c) if the other is in material breach of any provisions of this Agreement and fails to remedy such breach (where it is capable of being remedied) within 30 days of notice from the first party specifying such breach.

13.4 Optum may, without prejudice to its other rights and remedies, suspend or terminate this Agreement and/or any Research Study Summary / Research Study in Recruit without liability to You at any time by giving notice to You. Examples of instances where Optum may choose to exercise this right include where Optum identifies a clinical or data protection issue/risk and/or where Optum, acting reasonably considers it is suffering or at risk of suffering reputational damage and/or where a Relevant Study Party suspends or terminates a Research Study.

13.5 Suspension, termination or expiry of a Research Study Summary will not, unless the parties expressly agree otherwise in writing, result in the termination or expiry of the remainder of this Agreement.

14 Effect of Termination of this Agreement

14.1 Termination or expiry of this Agreement shall be without prejudice to any rights of either party which may have accrued up to the date of such termination.

14.2 The provisions of clauses 1, 2, 4, 6, 7, 10, 14, 15 and 16 shall survive any termination or expiry of this Agreement, howsoever arising.

14.3 Upon expiry or termination of this Agreement, howsoever caused:

- (a) all licences granted hereunder shall automatically terminate and You will no longer be able to use the Services;
- (b) all Fees associated with Potential Study Participants invited by You on behalf of Referral GPs before the termination this Agreement, shall continue to be payable by Optum to You. This shall apply notwithstanding whether the Referral GP chooses to send any reminder messages / invitations to such Potential Study Participants (whether manually or automatically);
- (c) You will no longer be able view Potential Study Participants or undertake any Authorised Activities for any Recruit GP (however, Optum will still report to the You on the number of Potential Study Participants, invited by You on behalf of the relevant Recruit GP, that successfully consent to their information being shared with a Relevant Study Party, for the purposes of the payment of Fees to You);
- (d) You must notify relevant Recruit GPs of the termination. Notwithstanding this obligation, Optum may also notify relevant Recruit GPs of the termination of this Agreement; and
- (e) each party shall, at the option of the other party, return or securely destroy all Confidential Information of the other party (noting that any Potential Study Participant Data is the relevant Referral GP's Confidential Information, not Yours).

15 Confidentiality

15.1 Subject to clauses 15.2 and 15.3 and save as otherwise expressly provided in this Agreement, neither party shall during the term of this Agreement or thereafter for a period of 2 years, disclose to any person or use for any purpose any Confidential Information obtained by it (the "**Recipient Party**") from the other (the "**Disclosing Party**") in connection with this Agreement but the Recipient Party may:

- (a) disclose Confidential Information to such of its Staff or professional advisers (which shall include, lawyers, accountants and auditors) who require such disclosure where legitimately necessary for the proper performance of their duties; and/or
- (b) use Confidential Information in the proper exercise of its rights and the performance of its obligations under this Agreement.

15.2 The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use and undertakes to take proper care and all reasonable measures to protect the confidentiality of

the Confidential Information using not less than the standard of care as it applies to its own Confidential Information.

- 15.3 The restrictions on use and disclosure of Confidential Information under clause 15.1 shall not apply to any Confidential Information which:
- (a) was already known to the Recipient Party prior to its receipt thereof from the Disclosing Party;
 - (b) was subsequently disclosed to the Recipient Party lawfully by a third party who did not obtain the same (whether directly or indirectly) from the Disclosing Party;
 - (c) was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause 15 or any obligations of confidence owed by the Recipient Party to the Disclosing Party; and/or
 - (d) is required to be disclosed by law, regulation, order or regulators.
- 15.4 Confidential Information shall be subject to the obligations of confidence in this clause 15, irrespective of whether communicated orally or in writing by the Disclosing Party or its representatives or obtained through observations made by representatives of the Recipient Party at the premises of the Disclosing Party.
- 15.5 Confidential Information shall not be exempted under clause 15.3 above from restriction under this Agreement by reason only that:
- (a) some or all of its features (but not the combination and/or principle thereof) are or become public knowledge or are in the possession of or become available to the Recipient Party as mentioned in clause 15.3; or
 - (b) such information could be derived or obtained from information which is or becomes public knowledge or is in the possession of or becomes available to the Recipient Party as mentioned in clause 15.3 if so to obtain or derive it would require substantial skill, labour or expense.
- 15.6 Nothing in this clause 15 shall prevent the Recipient Party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of its Intellectual Property Rights.

16 General Terms

16.1 Publicity

- (a) Optum is permitted to publicise its involvement with You in relation to this Agreement. You will have the right to review any proposed statement or release from Optum and Optum shall take any promptly received feedback into consideration before making any such release.
- (b) You will not publicly discuss any aspect of this Agreement or the Services without the prior written consent of Optum.

16.2 Waiver

- (a) A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- (b) Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

16.3 Force Majeure

Neither party shall have any liability to the other under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including: strikes, lock-outs or other industrial disputes (whether involving the workforce of either party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, pandemic, epidemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm.

16.4 Relationship

Nothing in this Agreement creates a joint venture, relationship of partnership or agency between the parties. Accordingly, except as expressly authorised under this Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party. No Staff of Optum shall be construed as being an employee of You by virtue only of this Agreement or the performance of Optum's obligations under this Agreement.

16.5 Assignment and Sub-Contracting

- (a) Optum may assign or sub-contract any of its rights and/or obligations under this Agreement to any of its Affiliates or any other third parties. Optum will use reasonable endeavours to give You notice in writing in respect of any assignment.
- (b) Subject to clause 16.5(a), neither party may assign or sub-contract any of its rights or obligations under this Agreement to any other third party without first obtaining the express written consent of the other party (such consent not to be unreasonably withheld or delayed).

16.6 Severability

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

16.7 Variations

- (a) Optum may, from time to time, amend the terms of this Agreement by updating them online. If (in Optum's reasonable opinion) any change to this Agreement will have a material adverse effect on You, then Optum will give not less than thirty (30) days' written notice of the relevant amendment and should You not find the amendment acceptable it may choose to cease using the relevant Services and terminate this Agreement by notifying Optum in writing.
- (b) If You continues to use the Service(s) following such amendments being made (or, as relevant, expiry of a notification period), then it will be deemed to have accepted the same (and this Agreement is varied accordingly).

16.8 Notices

- (a) Any notice required under this Agreement shall be given in writing and in the English language and sent to the address of the party for which it is intended to be given, or such other address as shall have been notified to the other party in accordance with this clause and be sent by registered post or equivalent, courier or other electronic transmission; and
 - i. if posted, shall be deemed to have been received three Working Days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten Working Days after the date of posting; or
 - ii. in the case of email, upon confirmation of complete receipt being given by the intended recipient party (which in the case of Optum shall be sent to uk.contracts@emisgroupplc.com marked for the attention of Legal Counsel); or

- iii. if couriered, on delivery.

16.9 Third Party Rights

Save for any rights conferred on the Sponsor and or any of Optum' Affiliates, this Agreement does not create or confer any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

16.10 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement by) any statement, representation, warranty or understanding made prior to this Agreement. Nothing in this clause shall exclude any liability in respect of any misrepresentations made fraudulently.

16.11 Dispute Resolution

- (a) Subject to clause 16.11(d), any dispute arising out of or in connection with this Agreement (each a **"Dispute"**) shall be referred by either party first to the authorised representatives of each of the parties for resolution.
- (b) If the Dispute cannot be resolved by the authorised representatives of the parties within ten (10) Working Days after the Dispute has arisen, either party may give notice to the other party in writing (each a **"Notice"**) that a Dispute has arisen.
- (c) Within ten (10) Working Days after the date of the Notice, the Dispute shall be referred to a senior executive of each of Optum and You for resolution. If the Dispute is not resolved by agreement in writing between the parties within ten (10) Working Days after the date of the Notice, then each party shall be entitled to pursue such remedies as may be available to it under this Agreement or otherwise at law or in equity.
- (d) This clause 16.11 is without prejudice to either party's right to seek interim relief against the other party (such as injunction) through local courts, as defined herein, to protect its rights and interests.

16.12 Applicable Law and Jurisdiction

- (a) This Agreement and any matters (whether contractual or non-contractual) arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of England.
- (b) The parties submit and agree to the exclusive jurisdiction of the English Courts.

Schedule 1

Authorised Activities

Subject to acceptance of an Agent Request, You will be able to use the following Services and undertake any related actions on behalf of each Recruit GP. You should at all times comply with the terms of the Agency Agreement You have with the relevant Recruit GP. All actions undertaken in accordance with this Schedule by Optum shall be on behalf of the relevant Recruit GP(s).

1 Assignment of Research Studies to Recruit GP(s)

When a Research Study Summary has been accepted by You on behalf of Your Recruit GPs, You shall be entitled, to determine, as You see fit or as agreed under an Agency Agreement, the Assignment Status for each Recruit GP (from time to time). Recruit GPs will be able to see their Assignment Status within Recruit and will be directed to You should they have any queries in relation to the same.

2 Determining Potential Study Participants

2.1 You will be able to see the following outputs for each Recruit GP:

- (a) the number of Potential Study Participants (along with other relevant information) ("**Patient Number Output**"); and
- (b) a list of Potential Study Participants (with such list only being visible to You and once You have agreed to the relevant Research Study Summary),

who might be eligible for participation in each Research Study.

2.2 Noting, in accordance with NHS England's guidance, that NDOP is not always applicable to a Research Study, Optum will either, at its discretion: i) automatically apply NDOP, ii) notify You in the relevant Research Study Summary if NDOP is not being applied to that Research Study (at which point You can decide whether to participate in recruitment for the study or not); and/or iii) give You the option to apply/disapply NDOP with Recruit for the relevant Research Study.

3 Making the Data available to You

- 3.1 Optum shall use its reasonable endeavours to make the Patient Number Output and the list of Potential Study Participants (in this instance, subject to Your acceptance of the relevant Research Study Summary) available for You to view in Recruit, in respect of each Research Study and each relevant Recruit GP.
- 3.2 Optum shall use its reasonable endeavours to provide relevant wording for the invites, which You can choose to send to Potential Study Participants on behalf of Recruit GP(s). You should satisfy Yourself that the wording in the invite is compliant with Applicable Law, particularly in relation to the validity of consents under Data Protection Laws and the law of confidentiality. If the wording of the invite requires any editing, You should inform us before the invite is sent.

4 Selection and obtaining Consent Phase

- 4.1 Optum shall, via functionality within Recruit, enable You to select all or individual patients from within the lists of Potential Study Participants for each Recruit GP and send them an SMS and/or e-mail. If a Potential Study Participant has opted out of receiving SMS and/or e-mail correspondence, this will be flagged in Recruit against the relevant patient. However, You can still select to send communications to such patients at Your discretion subject always to Your compliance with this Agreement and all Agency Agreements. Once You have submitted instructions to us to send the SMS and/or e-mail correspondence to the selected Potential Study Participant(s), the following steps in the remainder of

this Schedule will be followed by Optum (in each case, depending on whether it is an Optum Referral or a Relevant Study Party Referral):

(a) Potential Study Participant Authentication

Once You have sent the invitation referred to above, the Potential Study Participant will receive a notification on their phone and/or in an email, consisting of a short message and a link. The link will either:

- **Optum Referral** – take the Potential Study Participant to an Optum landing page where Optum will check their identity by asking for their date of birth; or
- **Relevant Study Party Referral** – take the Potential Study Participant direct to the Relevant Study Party's landing page where the patient's identity and suitability for the Research Study will be validated direct by the Relevant Study Party. Any information (including Personal Data) shared by the Potential Study Participant at this stage will be subject to the contract and the privacy policy of the Relevant Study Party.

(b) Post Authentication – Optum Referral

If the Optum Referral authentication is successful, Optum will provide the patient with information about the Research Study and two options as follows:

- **Consent** (i.e., to have their data shared with the Relevant Study Party); or
- **Dissent** (i.e., to not have their data shared with the Relevant Study Party).

At this stage, the Potential Study Participant will also be informed that if they wish to opt out of being contacted for research studies to contact the relevant Recruit GP and we may also direct them to the Recruit GP's privacy policy. In order to be removed as a Potential Study Participant for any future Research Studies in Recruit, the relevant Recruit GP will need to ensure that the Opt Out Code is recorded against the relevant patient's medical record within EMIS Web.

The individual's response will, once submitted, be automatically recorded in Recruit.

(c) Post Authentication - Relevant Study Party Referral

The Potential Study Participant's response will be recorded by the Relevant Study Party. Any information (including Personal Data) shared by the Potential Study Participant with the Relevant Study Party will be subject to the contract and the privacy policy of the Relevant Study Party. During the patient consent journey, the Potential Study Participant may request a confirmation email to confirm their consent and provide details of the relevant study. Where this option is selected, Optum shall use its reasonable endeavours to send an email to the Potential Study Participant on Your behalf with the aforementioned information.

The Potential Study Participant will be able to choose not to proceed at any time during the process by informing the Relevant Study Party.

5 Sharing of data with and from Relevant Study Parties

5.1 Optum Referral

- (a) In respect of Potential Study Participants who have provided their consents pursuant to paragraph 4, Optum shall share the relevant Potential Study Participant Data with the Relevant Study Party. Once this data is shared, the Relevant Study Party will contact the Potential Study Participant(s) directly and will take over in terms of liaising with the individuals going forward in respect of their participation in the Research Study.
- (b) If a Potential Study Participant subsequently wishes to withdraw from further participation in a Research Study, they will need to inform the Relevant Study Party, who should record this in Recruit and You will be informed of the removal of the patient's consent through Recruit.

5.2 Relevant Study Party Referral

Unless explicitly agreed with You, and subject to relevant consent being provided by the relevant Potential Study Participant(s), Optum will not share any Potential Study Participant Data with the Relevant Study Party for a Relevant Study Party Referral.

5.3 Tracking consented and/or randomised Potential Study Participants

- (a) Optum will obtain necessary information (which may include Personal Data) from the Relevant Study Party in order to be able to validate Potential Study Participants who have fully consented and/or been randomised (as appropriate). This is to allow Optum to:
- ensure that You are paid the correct amount of Fees; and
 - where possible, to be able to file back a Potential Study Participant's consent and/or randomisation for a Research Study to You.
- (b) In order to be able to safely and securely track Potential Study Participants' consent and/or randomisation, Optum may need to use tracking technology (such as unique URLs). Optum will use such technology to create either fully anonymised or pseudonymised identifiers that:
- do not allow the Relevant Study Party to identify the Potential Study Participant (and therefore, for the purposes of the Relevant Study Party is anonymised data); but
 - once confirmed back to Optum by the Relevant Study Party, will allow Optum to re-identify the Potential Study Participants for the above purposes.
- (c) You acknowledge that this tracking may not be 'real time' and as such, there may be a delay between the Potential Study Participant being consented and/or randomised and Optum receiving the information to be able to confirm this is the case from the Relevant Study Party. In addition, Optum may not always be able to file back information to You.

6 Recruit GP's Rights

6.1 Where a GP has authorised You to undertake the Authorised Activities, the Recruit GP(s) will:

- (a) not be able to accept / reject Research Study Summaries which will be within Your control only; but
- (b) be able to view its list of Potential Study Participants for each Research Study in its list where it will be able to review recruitment invitation status and exclude Potential Study Participants. If such patients have been excluded, You will not be able undertake any Authorised Activities in relation to those patients.