



# Diaceutics

## Better Testing, Better Treatment

These Advisor Terms together with the Advisor Engagement Form comprise the "Agreement" and govern the Services set out in the Engagement Form.

- Definitions:** The definitions to be read with these Advisor Terms are set out in clause 28 and capitalized terms not defined herein shall have the meanings ascribed in the Engagement Form.

### Engagement and Services

- Objective:** Advisor agrees and acknowledges that the main objective of the Agreement is for Diaceutics and/or any member of Diaceutics Group to engage Advisor for the provision of the Services and to permit the use and distribution of the Work Product for the purposes of evaluation, analysis, research and commercial use (including the compilation, repackaging, and conversion of the Work Product with clinical data in order to develop and commercialize products and services with and for a relevant Diaceutics Client). Advisor further acknowledges that all instructions given by Diaceutics and/or all obligations and restrictions undertaken by Advisor in favor of Diaceutics shall be treated as made, given by, or undertaken in favor of Diaceutics Group and a relevant Diaceutics Client (the "Objective").

- Provision of Services:** Advisor shall provide the Services to Diaceutics for the purposes of the Objective. Advisor shall provide Services with all due care, skill, and ability and in compliance with good industry practice and all applicable laws and regulations, in particular, anti-bribery legislation, regulations and codes of practice for the pharmaceutical and precision medicine industries as applicable.

Insofar as Advisor makes statements on products of a Diaceutics Client, Advisor agrees to ensure that these are in compliance with the requirements of applicable advertising and promotional laws and laws or codes relating to such product types. If Advisor performs as a speaker at an Event organized by Diaceutics or a Diaceutics Client, Advisor shall additionally ensure that statements regarding all medicinal products and devices distributed by a Diaceutics Client are in accordance with the information given in the applicable summary of product characteristics or instructions for use.

All Work Product shall be subject to the prior review and approval of Diaceutics (and/ or the Diaceutics Client where applicable). Advisor shall provide timely submissions in order for such reviews to be

undertaken.

- Advisor acknowledges and accepts that execution of the Agreement or the agreed remuneration hereunder does not:

- imply nor will imply, at any time, an obligation on Advisor or any of its employees, agents, or subcontractors, to reference, support or endorse a Diaceutics Client or any of its products or services, nor the need or duty to reciprocate and/or reward a Diaceutics Client in any way;
- provide benefits to a government official or any third-party who may be influenced to prescribe, purchase, or use a Diaceutics Client's products or services, nor to obtain an undue or inappropriate benefit to a Diaceutics Client, Diaceutics or Advisor; nor,
- require, condition nor demand, from Advisor, any kind of exclusivity on the part of Diaceutics and/or the Diaceutics Client.

- If the Advisor is based in the USA, Advisor agrees to forward a copy of their W-9 tax form to Diaceutics via [finance@diaceutics.com](mailto:finance@diaceutics.com) as applicable.

### Payment

- In consideration of the Services and Work Product provided by Advisor under this Agreement, Diaceutics will pay the Fees subject to the Service Hours as set out in the Engagement Form. Payment will be made to the Advisor via electronic transfer to the Advisor's nominated bank account set out in the Engagement Form. **Please ensure the Advisor's full contact details (including address), banking details (including IBAN and SWIFT) and service description are included in typed digital format in the Engagement Form failing which payment may be delayed until such is provided.** Diaceutics will aim to process payments within forty-five (45) days of receipt. For the avoidance of doubt, the Advisor will only be paid for the actual work performed.

- In lieu of receiving such payment, Advisor may elect to instruct Diaceutics to make the entire payment as a donation to a charitable organization by selecting this option in the Engagement Form.

- Any payments under this Agreement subject to applicable withholding taxes will be deducted at source by Diaceutics. Diaceutics will not be required to gross up payment hereunder to account for the payment of any withholding tax.

- The Diaceutics Client (and Diaceutics on behalf of the Diaceutics Client as applicable) or its affiliate's may be required to document and disclose on it or

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its affiliates' website, and/or, where applicable communicate to relevant authorities/ institutions, all payments, reimbursements or other transfers of value (direct and indirect) provided to any healthcare professionals pursuant to the Agreement and/or any related information or document associated with the Agreement that are legally reportable under applicable law and/or industry codes of practice and may identify collaborators as a part of this disclosure (including Advisor's name and practice address and in certain cases, where required by applicable law, the Agreement itself). In compliance with applicable legislation, Diaceutics and/ or its client has duly considered in relation to Advisor, the level of expertise, amount of time and local rates/ income level to determine a fee payable that Diaceutics considers to be a fair market value for the Services.

### Term and Termination

- This Agreement commences on the Effective Date and shall remain in effect for the Engagement Period (and be subject to the notice period) set out in the Engagement Form. Upon termination for any reason, Advisor shall promptly refund to Diaceutics any fees pre-paid for Services not yet rendered as of the time of the termination (the "Termination Date"). If Advisor is or becomes a member of a committee or committees that set formularies of covered medicines or develop clinical practice guidelines, during (or within two (2) years of the expiry of) the Engagement Period, Advisor warrants that they shall promptly disclose to such committees the existence and nature of the relationship with a relevant Diaceutics Client where known.

- Diaceutics may terminate this Agreement with immediate effect by giving written notice to Advisor if Advisor commits a material breach of any term of this Agreement which breach is irremediable or, if such breach is remediable, Advisor fails to remedy that breach within a period of five (5) days after being notified in writing to do so; or, Advisor repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

- Any undisputed Fees or pre-approved expense invoiced as at the Termination Date will be paid within forty-five (45) days of the Termination Date.

- Upon any termination, Advisor shall:

- immediately deliver to Diaceutics all completed Work Product (and partially completed Work Product at Diaceutics' request);
- delete (or at Diaceutics' request, return), all Confidential Information or other materials of Diaceutics in Advisor's possession, including on any third-party systems operated on Advisor's behalf.

### Representation and conflict of interest

- The relationship of Advisor to Diaceutics is that of an independent advisor and this Agreement constitutes a contract for the provision of services and not a contract of employment. Accordingly, Advisor shall be fully responsible for and shall indemnify Diaceutics for and in respect of any liability arising from any income tax or employment-related claim, or any claim based on worker status (including reasonable costs and expenses incurred) brought against Diaceutics arising out of or in connection with this Agreement. Diaceutics may at its option satisfy such indemnity (in whole or in part) by way of deduction from any Fees due to Advisor.

- Unless Advisor has been specifically authorized to do so by Diaceutics in writing, Advisor shall not:
  - have any authority to incur any expenditure in the name of, or for the account of, Diaceutics; or,
  - hold themselves out as having authority to bind Diaceutics.

- Advisor hereby warrants that:
  - it has no financial, contractual or personal duties or interests nor is it subject to any law or code of ethics or policies (in particular, those related to relationships between pharmaceutical industry and healthcare professionals) that create a conflict of interest and/or that would prevent Advisor from lawfully completing the Services and completing them in an objective and non-biased manner;
  - to the extent necessary, Advisor has obtained all necessary approvals from employers and/or institutions with which Advisor has an affiliation to perform the Services hereunder;
  - it and any of its employee(s) (as applicable) are not and have never been debarred by any relevant governmental or regulatory authority or professional association and shall promptly notify Diaceutics should this change at any time during the Engagement Period;
  - to the extent Advisor qualifies as an officer or employee of, or an individual who acts in an official capacity on behalf of a governmental authority or official ("Government Official"), Advisor shall:
    - make full disclosure of Advisor's status to

Diaceutics;

- make the relevant disclosure of Advisor's contractual relationship with Diaceutics (including a Diaceutics Client as applicable) to the relevant governmental authority;
- not use Advisor's influence as a Government Official to influence any acts or decisions of a governmental authority which would affect Diaceutics (including a Diaceutics Client as applicable); and,
- refrain from participation in or the taking of any government action which would affect Diaceutics (including a Diaceutics Client as applicable), and if required to do so, shall immediately notify Diaceutics of any such requirement.

### Indemnity

- Advisor undertakes to defend Diaceutics Group from and against any claim or action that the provision, receipt or use of the Services and Work Product infringes any IPRs of a third-party and shall be responsible for any losses, damages, costs (including all reasonable legal fees) and expenses incurred by, or awarded against, any of Diaceutics Group as a result of, or in connection with, any such claim.

### Confidentiality

- The Advisor shall keep in strict confidence all Confidential Information that has been disclosed to it by Diaceutics, Diaceutics Client and their respective employees, consultants, agents, or subcontractors. Advisor shall only disclose such Confidential Information to those of its employees, agents, and subcontractors who need to know it for the purpose of discharging Advisor's obligations under this Agreement and shall ensure that such employees, agents, and subcontractors comply with the obligations of confidentiality as though they are a party to this Agreement. Advisor may disclose such Confidential Information as is required to be disclosed by law, any governmental, administrative, or regulatory authority or by a court of competent jurisdiction provided that (i) any such disclosures are to the minimum extent possible; and, (ii) Advisor, to the extent permitted by law, provides notification to Diaceutics that is reasonably prompt under the circumstances, and reasonably cooperates in Diaceutics' efforts to seek an appropriate protective order, confidential treatment, or similar remedy limiting the subsequent use and disclosure of any information required to be disclosed. This clause 18 shall survive termination howsoever arising.



# Diaceutics

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### Proprietary Rights

19. Subject to Advisor Background Rights, Diaceutics shall own all rights in and to any Work Product (including any Contribution to an Event as applicable) upon creation. For the consideration set out in this Agreement, Advisor hereby assigns to Diaceutics absolutely all present and future rights (including without limitation all online rights and television rights of every kind, and any rental and lending rights and cable re-transmission rights where applicable in respect of an Event) including IPRs subsisting therein and/or arising, or to arise, from this Agreement, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and to obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the IPRs whether occurring before, on, or after the date of this Agreement. Advisor agrees promptly to execute all documents and do all acts as may, in the opinion of Diaceutics, be necessary to give effect to this clause 19. Advisor shall not have any right to use or disclose the Work Product.
20. Advisor shall retain ownership of all IPRs in Advisor Background Rights made known to Diaceutics in writing in the Engagement Form. Advisor grants Diaceutics Group a fully paid-up, worldwide, non-exclusive, transferable, licensable, royalty-free, perpetual, and irrevocable license to use the Advisor Background Rights for the purpose of fully utilizing the Work Product as contemplated under this Agreement on behalf of itself and the relevant Diaceutics Client.
21. In relation to a Contribution at an Event (if applicable), Advisor acknowledges and agrees that Diaceutics shall be entitled to edit, copy, add to, adapt, or translate the Contribution which may comprise the recording and/or transmission/broadcasting of the Contribution at an Event in its sole discretion for its own purposes for publication. Diaceutics is under no obligation, legal or otherwise, to broadcast, exhibit, or otherwise exploit a Contribution. Advisor hereby:
- (a) undertakes that it will not prior to first public publication (or transmission of the Contribution) give to any person for publication in any media any interview or make or release any statement, audio, visual or audio-visual material or other material relating to the Contribution or containing any performance by Advisor similar to the Contribution or relating to a similar subject matter without the prior written approval of Diaceutics;
  - (b) grants to Diaceutics the right to issue publicity relating to the Contribution or any part of it and to use and publish it including Advisor's name,

photograph or likeness, and details about Advisor for such purposes;

(c) waives any moral rights under the Copyright, Designs and Patents Act 1988 in the UK or any similar provisions of law in any jurisdiction which he/she has or will have in any existing or future works.

### Data Protection & Audit

22. For complete details of Diaceutics' collection, processing, storage, and retention of Advisor's personal data (e.g., photographs, CV, contact email address, profile and professional experience) including, but not limited to, the legal, administrative, contractual and management purpose(s) for which personal data is used, the legal basis or bases for using it (including any exemptions), details of an Advisor's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Diaceutics Privacy Statement: <https://www.diaceutics.com/download/diaceutics-privacy-statement>.
23. Unless otherwise agreed in the Engagement Form, Advisor acknowledges that his/her CV and/or photograph will be published on the Diaceutics' website, brochures and articles, external digital platforms and used within social media channels for the purposes contemplated under this Agreement which, once made public, may not be fully deleted. The lawful basis for processing this personal data are:
- (a) where it is necessary for Advisor's performance of this Agreement; and,
  - (b) for fulfilling the legal, regulatory and compliance requirements applicable to Diaceutics and/ or the relevant Diaceutics Client (e.g., transparency laws which may exist or may be enacted in the future, anti-fraud legislation, anti-gift laws etc.)
24. Advisor shall not upload onto any Diaceutics platform or otherwise provide to Diaceutics any third-party personal data, which Advisor does not have appropriate permissions to disclose in such way. Advisor shall ensure that any and all data to be provided by Advisor to Diaceutics will be Anonymized and aggregated before it is released to Diaceutics.
25. To the extent the Services hereunder include the processing of personal data for or on behalf of Diaceutics, the parties shall enter into additional terms governing the processing of such personal data in compliance with applicable Privacy Laws. Failure to enter into such additional terms will be considered a material breach of this Agreement and Diaceutics is entitled to terminate this Agreement

for cause in accordance with provisions of this Agreement.

26. During the Engagement Period and for a further period of three (3) years, upon reasonable prior notice to You, Diaceutics or the Diaceutics Client (or its or their appointed representative) will have the right, during normal business hours and at its or their own expense, to conduct an investigation and/or audit of Advisor's operations and records in respect of the performance of the Agreement. Advisor shall cooperate fully with such investigations and/or audits.

### 27. General provisions

**Amendments:** Any amendments to this Agreement must be agreed in writing.

**Conflict:** To the extent that any terms in these Advisor Terms conflict with any terms in the Advisor Engagement Form, the Engagement Form shall take precedence.

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original document, but all such counterparts shall constitute only one and the same document.

**Enforceability:** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

**Entire agreement:** This Agreement supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person whether oral or written in entering into this Agreement.

**Flow-Down Terms:** Advisor acknowledges and agrees that the Services hereunder may be obtained by Diaceutics for certain projects as directed by a Diaceutics Client. As such, Diaceutics may be required to pass along certain project specific terms and conditions to Advisor providing the Services for, or contributing to, the project ("**Flow-Down Terms**"). Any such Flow-Down Terms will be described in the Engagement Form (or in an appendix or amendment to the Agreement).

**Governing language:** For all purposes, the English language version of this Agreement shall be the original, governing instrument and understanding of the parties. In the event of any conflict between the English language version of the Agreement and any subsequent translation into any other language, this English language version

shall govern and control.

**Governing law:** The governing law as set out in the Engagement Form.

**Insurance:** Advisor shall ensure it has sufficient and relevant insurance cover in place with a reputable provider if necessary, in order to perform the Services.

**Jurisdiction:** All disputes will only be litigated in the courts of the jurisdiction set out in the Engagement Form.

**Notices:** Formal notices under this Agreement must be in writing and sent to the email addresses set out in the Engagement Form with a copy to [legal@diaceutics.com](mailto:legal@diaceutics.com).

**Survival:** Provisions of this Agreement which are either expressed to survive its termination or, from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

**Third parties:** Except for Diaceutics' Affiliates (as applicable), no one other than a party to this Agreement has the right to enforce any of its terms.

**Waiver:** If a party fails to enforce a right under this Agreement, which is not a waiver of that right at any time.

### 28. Definitions and interpretations

**Advisor Background Rights:** means all data, information, concepts, inventions, ideas, models, know-how, software, methodologies, technology, techniques and IPRs owned by or licensed to Advisor before the date of this Agreement independently from and without using the Confidential Information of Diaceutics.

**Affiliates:** shall mean any legal entity that, directly or indirectly, owns, is owned by, or is under common ownership with Diaceutics for so long as such ownership exists.

**Agreement:** means the Engagement Form and these terms including schedules and any appendices, as amended, supplemented, or restated from time to time.

**Anonymized:** means the process of turning data into a form which does not relate to an identified or identifiable natural person, or to personal data rendered anonymous in such a manner that the data subject is not or no longer identifiable in any way, and such data must be completely incapable of being re-identified by any party (and shall include 'Anonymization' and 'Anonymized').

**Confidential Information:** means any information and data however recorded and preserved of a

confidential and proprietary nature and including but not limited to the terms of this Agreement, Diaceutics Clients, trade secrets, inventions, technology, formulae, techniques, processes, operations, client lists, supplier lists, financial information, forecasts, analyses, compilations, sales and marketing plans, reports, tenders, interpretations, studies, drawings, patents, patent applications, designs, configurations and experiments relating to the Work Product and/or the business of Diaceutics or its Affiliates or Diaceutics Clients and/or the Services provided by Advisor under this Agreement whether furnished orally or in writing or gathered by inspection, learned through observation or disclosed at any presentation and regardless of whether specifically identified as confidential. Information and data will not constitute Confidential Information where it:

- (a) is or becomes generally known to the public (other than through the fault of the Advisor); or,
- (b) was known to the Advisor (without an obligation of confidentiality with respect thereto) at the time of disclosure by Diaceutics, as evidenced by the Advisor's written records; or,
- (c) lawfully received by Advisor through a third-party who had the right to make such disclosure; or,
- (d) was independently developed by Advisor without the use of Confidential Information, as evidenced by the Advisor's written records; or,
- (e) or was expressly indicated by Diaceutics as not confidential.

**Contribution:** means any contribution to the Event including but not limited to performance by way of a public appearance and public speaking activities

**Diaceutics:** means the relevant Diaceutics entity described in the Engagement Form.

**Diaceutics Client:** means the pharmaceutical, diagnostic companies, laboratories, and other companies who:

- are registered members/users of the DXRX Network; and/ or
- have engaged or in the process of engaging Diaceutics for its tools and services; and/ or
- have access to the tools and services made available by Diaceutics or its Affiliates.

**Diaceutics Group:** means Diaceutics and its Affiliates.

**Engagement Period:** each as referred to in the Engagement Form.

**Event:** means the event(s) referred to in the Engagement Form.

**Fees:** as referred to in the Engagement Form.

**Intellectual Property Rights or IPRs:** means



# Diaceutics

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rights in patents, utility models, inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Privacy Laws:** means any law, rule, regulation, decree, statute, or other enactment, applicable to parties, relating to data security, data protection and/or privacy of electronic communications, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable, or as the case may be, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data (“GDPR”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), and the UK Data Protection Act 2018 and The Privacy and Electronic Communications (EC Directive) Regulations 2003 (and all legislation enacted in the UK in respect of the protection of personal data, data security and/or privacy of electronic communications) and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance or codes of practice issued from time to time by the UK Information Commissioner’s Office and/or any other supervisory authority with jurisdiction over either party (all as amended, extended, repealed and replaced, or re-enacted from time to time).

**Service Hours:** as referred to in the Engagement Form.

**Services:** means those services to be provided by Advisor as set out in the Engagement Form.

**Work Product:** means all Contributions and all works, materials, goods, data, records, documents, information, questionnaires, surveys, results, reports, plans, marks, drawings, specifications, drafts, models, photographs, artistic creations, renditions, inventions, processes, techniques and methods of working of secret, confidential or proprietary nature including all scientific,

engineering, information, expertise and manufacturing design, and other work product (on whatever media and wherever located) gathered from the Services or provided to Diaceutics under this Agreement or which have been or are being created, generated, made, conceived, developed, discovered, reduced or practiced or fixed in a tangible medium of expression, alone or with others, by Advisor in connection with performance of the Services or otherwise pursuant to the Agreement, in whatever form.