



Diaceutics

Better Testing, Better Treatment

VOLUNTEER EXPERT ADVISOR TERMS FOR EVENT PARTICIPATION (Version 1: 10 February 2025)

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

1. **Definitions:** The definitions to be read with these Advisor Terms are set out in clause 20 and capitalized terms not defined herein shall have the meanings ascribed in the Engagement Form.

Engagement and Services

2. **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 Contribution for the purposes of evaluation, analysis, research and commercial use (including the compilation, repackaging, and conversion of the Contribution with clinical data in order to develop and commercialize products and services with and for a relevant Diaceutics Client as applicable). 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**”).

3. **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. 7. All Contribution plans shall be documented and 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.

4. Advisor acknowledges and accepts that execution of the Agreement does not:
(a) imply nor will imply, at any time, an obligation on Advisor or any of its employees, agents, or sub-contractors, 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;
(b) 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,
(c) require, condition nor demand, from Advisor, any kind of exclusivity on the part of Diaceutics and/or the Diaceutics Client.

Payment

5. No payment shall be made for volunteered Services and any expenses incurred by you in connection with your volunteering shall be borne by you unless otherwise set out in the Engagement Form. Any pre-approved expense invoiced will be paid within forty-five (45) days following the end of the month in which the invoice is received .

Term and Termination

6. 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. 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.

7. Diaceutics may terminate this Agreement with immediate effect by giving written notice to Advisor.

8. Upon any termination, Advisor shall:
(a) 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

9. 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.

10. Unless Advisor has been specifically authorized to do so by Diaceutics in writing, Advisor shall not:

- (a) have any authority to incur any expenditure in the name of, or for the account of, Diaceutics; or,
- (b) hold themselves out as having authority to bind Diaceutics.

11. Advisor hereby warrants that:
(a) 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;
(b) 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;
(c) 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;
(d) 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:

- (i) make full disclosure of Advisor’s status to Diaceutics;
- (ii) make the relevant disclosure of Advisor’s contractual relationship with Diaceutics (including a Diaceutics Client as applicable) to the relevant governmental authority;
- (iii) 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,
- (iv) 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.

Confidentiality

12. The Advisor shall forever 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. This clause 12 shall survive termination howsoever arising.

Proprietary Rights

13. 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, sublicensable, royalty-free, perpetual, and irrevocable license to use the Advisor Background Rights for the purpose of fully utilizing the Contribution as contemplated under this Agreement on behalf of itself and the relevant Diaceutics Client.

14. In relation to a Contribution at an Event, 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; and,
- (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.

Data Protection

15. 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>.

16. 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.)
17. Advisor shall not upload onto any Diaceutics



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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.

18. 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.

19. 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.

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.

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.

20. 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 Contribution 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, if applicable, the pharmaceutical, diagnostic companies, laboratories, and other companies who:

- are registered members/users of the DXRX

Network; and/ or

- have engaged, or is 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.

Intellectual Property Rights or IPRs: means 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 volunteered services to be provided by Advisor as set out in the Engagement Form.