

DATA PROCESSING AGREEMENT

BETWEEN

HOLBURN MEDICAL GROUP

AND

HEIDI HEALTH LTD

File Ref: [•]

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SCHEDULE 19

DATA PROCESSING AGREEMENT

between

Holburn Medical Group
a partnership carrying on business at 7 Albyn Place, Aberdeen, AB10 1YE
with the Practice Code N30059 (the "Practice")

and

Heidi Health Ltd a Company registered in **England and Wales** under the Companies Acts (Registered Number 15878893) and having its registered office at 100 Bollo Lane, London, United Kingdom, W4 5LX (the "**Contractor**")

WHEREAS:

- A. The Practice has engaged the Contractor to provide the Services (as defined below) pursuant to the Services Agreement (as defined below) and the Contractor will Process Personal Data (all as defined below) in the provision of the Services.
- B. In order to comply with the Data Protection Legislation (as defined below), the Parties require to enter into this Agreement to regulate the Processing of the Personal Data and related matters.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Agreement the following expressions shall, unless otherwise specified or the context otherwise requires, have the following meanings:

"Agreement"	means this data processing agreement, including the Schedule;
"Appropriate Safeguards"	means a legally compliant mechanism(s) for the transfer of Personal Data to a Third Country in respect of which no adequacy regulation has been made by the Secretary of State, as such mechanism(s) may be permitted under the Data Protection Legislation from time to time;
"Business Day"	means Monday to Friday excluding public holidays as observed by the Bank of Scotland in Edinburgh;
"Contractor Personnel"	means any and all directors, officers, employees, agents, consultants and contractors of the Contractor and/or any Sub-processor engaged in the performance of the obligations imposed on the Contractor pursuant to or under this Agreement and/or the Services Agreement, including but not limited to the performance of the Services;
"Commissioner"	shall have the meaning given in the UK GDPR;
"Controller"	shall have the meaning given in the UK GDPR;
"Data Loss Event"	means any event, including but not limited to any Personal Data Breach, that results, or may result, in

unauthorised access to Personal Data held by the Contractor or any Sub-processor under or in connection

		with this Agreement and/or the Services Agreement and/or actual or potential loss and/or destruction and/or corruption of Personal Data in breach of this Agreement;
"Data Protection Assessment"	Impact	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Legislation"	Protection	means (i) the UK GDPR; (ii) the DPA 2018 to the extent that it relates to the Processing of Personal Data and privacy; and (iii) any other Law in force from time to time with regards to the Processing of Personal Data and privacy, which may apply to either Party in respect of its activities under this Agreement and/or the Services Agreement ;
"Data Protection Officer"		the person designated as such pursuant to Article 37 of the UK GDPR;
"Data Subject"		shall have the meaning given in the UK GDPR;
"Data Subject Request"		means a request made by, or on behalf of, a Data Subject in accordance with access and other rights granted to the Data Subject pursuant to the Data Protection Legislation in respect of their Personal Data;
"Direct Losses"		means all damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services) legal costs, proceedings, demands and charges whether arising under statute, contract or at common law excluding Indirect Losses;
"DPA 2018"		means the Data Protection Act 2018;
"DP Losses"		means all liabilities and amounts, including all: a) Direct Losses; b) costs and expenses relating to reconstitution and/or correction of the Personal Data and any and all records comprising the same; and c) to the extent permitted by Applicable Law: (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by the Commissioner; and (ii) compensation to a Data Subject ordered by the Commissioner;
"Effective Date"		shall have the meaning given to it in the Services Agreement;
"EEA"		means the European Economic Area;

"Indirect Losses"	means loss of profits, loss of business, loss of business opportunity, loss of goodwill or any consequential loss or indirect loss of any nature;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directive or requirements with which the Practice and/or the Contractor is bound to comply;
"Minimum Requirements"	means those requirements identified as such in the Schedule;
"Party"	means a Party to this Agreement;
"Personal Data"	shall have the meaning given in the UK GDPR;
"Personal Data Breach"	shall have the meaning given in the UK GDPR;
"Processing"	shall have the meaning given in the UK GDPR and the terms "Process" and "Processed" shall be construed accordingly;
"Processor"	shall have the meaning given in the UK GDPR;
"Protective Measures"	means appropriate technical and organisational measures which must include the Minimum Requirements and may also include, without limitation; pseudonymising and encrypting Personal Data; ensuring confidentiality, integrity, availability and resilience of systems and services used by the Contractor and, where relevant, by any Sub-processor in connection with the performance of the obligations imposed on the Contractor pursuant to or under this Agreement and/or the Services Agreement, including but not limited to the performance of the Services; ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of such technical and organisational measures adopted from time to time by the Contractor and, where relevant, by any Sub-processor;
"Representative"	shall have the meaning given in the UK GDPR;
"Schedule"	means the schedule annexed to and forming part of this Agreement;
"Services"	shall have the meaning given in the Services Agreement;
"Services Agreement"	means the agreement between the Contractor and the Practice of even date herewith relating to the provision of the Services;

"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Contractor in connection with this Agreement and/or the Services Agreement;
"Term"	means the period from the Effective Date until the Agreement is terminated in accordance with its terms; and
"Third Country"	shall have the meaning given in the UK GDPR
"UK GDPR"	means 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 the processing of personal data and on the free movement of such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

1.2. In this Agreement unless the context otherwise requires it:-

- 1.2.1. the Clause headings are for reference only and shall not affect the construction or interpretation of this Agreement and references to the Schedule, sub-clauses and clauses are to the Schedule, sub-clauses and clauses in this Agreement;
- 1.2.2. the singular includes the plural and vice versa;
- 1.2.3. references to gender include references to all genders;
- 1.2.4. reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having a separate legal personality;
- 1.2.5. references to statutes, any statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended, consolidated, replaced or re-enacted from time to time; and
- 1.2.6. the words "include" or "including" are to be construed as meaning without limitation.

2. CONTROLLER/PROCESSOR AND PERSONAL DATA

- 2.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Practice is the Controller and the Contractor is the Processor.
- 2.2. For the avoidance of doubt, references in this Agreement to the term "Personal Data" shall only apply to Personal Data Processed in the course of the performance of the

obligations imposed on the Contractor pursuant to or under this Agreement and/or the Services Agreement, including but not limited to the performance of the Services.

3. COMPLIANCE WITH DATA PROTECTION LEGISLATION

- 3.1. The Contractor warrants that it will, and will procure that any and all Sub-processors will, at all times throughout the Term, Process Personal Data in compliance with the Data Protection Legislation.

4. PROCESSING INSTRUCTIONS

- 4.1. The only Processing that the Contractor is authorised to undertake in connection with the performance of the obligations imposed on the Contractor pursuant to or under this Agreement and/or the Services Agreement, including but not limited to the performance of the Services is listed in this Agreement and in the Schedule, as the same may be amended from time to time by written agreement between the Parties. The Contractor warrants that it will, and will procure that any and all Sub-processors will, at all times throughout the Term, only Process the Personal Data for the purposes of the performance of the obligations imposed on the Contractor pursuant to or under this Agreement and/or the Services Agreement, including but not limited to the performance of the Services.
- 4.2. The Contractor shall promptly comply with any written request from the Practice requiring the Contractor to amend, transfer or delete the Personal Data.
- 4.3. The Contractor shall notify the Practice immediately if it considers that any of the Practice's instructions infringe the Data Protection Legislation and will provide the Practice with a written explanation of the reasons why it considers any of the Practice's instructions to be so infringing.

5. ASSISTANCE TO THE PRACTICE

- 5.1. The Contractor shall, as part of the Services and at no additional cost or expense to the Practice, provide all reasonable assistance to the Practice in ensuring compliance with the Practice's obligations under the Data Protection Legislation in relation to:
 - 5.1.1. ensuring the security of the Personal Data;
 - 5.1.2. any notifications, communications and remedial action that may be required to be made or taken following any Data Loss Event, including notifications to the Commissioner following a Data Loss Event and communications to affected or potentially affected Data Subjects;

- 5.1.3. responding to Data Subject Requests within the timescale set out in the Data Protection Legislation;
- 5.1.4. responding to any other requests, complaints or communications relating to either Party's obligations under the Data Protection Legislation;
- 5.1.5. responding to any request from any third party for disclosure of Personal Data;
- 5.1.6. any communication from the Commissioner or any other regulatory authority or any consultation by the Practice with the Commissioner or any other regulatory authority, to the extent that such communication or consultation relates to or involves the Processing undertaken by the Contractor and/or any Sub-processor under or in connection with this Agreement and/or the Services Agreement;
- 5.1.7. the preparation of any Data Protection Impact Assessment prior to commencing any new Processing that has been agreed between the Parties pursuant to Clause 4.1. Such assistance may, at the discretion of the Practice, include:
 - 5.1.7.1. a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 5.1.7.2. an assessment of the necessity and proportionality of the Processing operations in relation to the performance of the obligations imposed on the Contractor pursuant to or under this Agreement and/or the Services Agreement, including but not limited to the performance of the Services;
 - 5.1.7.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 5.1.7.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 5.2. At any time throughout the Term, or following the date of termination, at the request of the Practice, the Contractor shall provide to the Practice a copy of all Personal Data held by the Contractor in the format and on the media reasonably specified by the Practice. If the Contractor fails to provide the Practice with a copy of such

requested Personal Data the Practice may, without limiting its other rights or remedies, enter the Contractor's premises and take a copy of such Personal Data.

6. TECHNICAL AND ORGANISATIONAL MEASURES

6.1. The Contractor shall:

6.1.1. Process the Personal Data only in accordance with clause 4.1, unless the Contractor is required to do otherwise by Law, in which case the provisions of Clause 4.3 shall apply;

6.1.2. ensure that it has in place Protective Measures, to ensure a level of security appropriate to the risk involved and which the Contractor shall maintain throughout the Term at its cost and expense, and which are appropriate to protect against a Data Loss Event, having taken account of:

6.1.2.1. the nature, scope, context and purposes of the Processing;

6.1.2.2. the nature of the Personal Data to be protected;

6.1.2.3. the harm that might result from a Data Loss Event, including the risks to the rights and freedoms of Data Subjects;

6.1.2.4. the state of technological development; and

6.1.2.5. the cost of implementing any measures.

7. CONTRACTOR PERSONNEL

7.1. The Contractor shall ensure that it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

7.1.1. are aware of and comply with the Contractor's duties under this Agreement, in particular those obligations set out in this Agreement;

7.1.2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor, as the case may be, which confidentiality undertakings require the Contractor Personnel to keep the Personal Data confidential and to only Process the Personal Data for the purposes of the performance of the obligations imposed on the Contractor pursuant to or under this Agreement and/or the Services Agreement, including but not limited to the performance of the Services;

- 7.1.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Practice or as otherwise permitted by this Agreement; and
- 7.1.4. have undergone adequate training in the use, care, protection and handling of Personal Data and on the Data Protection Legislation insofar as it relates to Processing.

8. INTERNATIONAL TRANSFERS OF PERSONAL DATA

- 8.1. The Contractor shall not transfer Personal Data outside of the United Kingdom without the prior written consent of the Practice.

- 1. Where the Contractor wishes to transfer Personal Data to a country outside the United Kingdom but within the EEA, the Practice's consent shall not be unreasonably withheld or delayed provided always that the Contractor shall ensure that:

- (a) in the event that no adequacy decision has been made by the European Commission in respect of the United Kingdom by the date of the proposed transfer, the Contractor has appropriate safeguards in place in respect of such transfer in accordance with Article 46 of the General Data Protection Regulation (Regulation (EU) 2016/679) and, where practicable, the particular appropriate safeguards to be used by the Contractor for such transfer shall be subject to the Practice's prior written approval, which approval shall not be unreasonably withheld or delayed;
- (b) the transfer and any Processing of Personal Data following such transfer complies at all times with Clause 4.1; and
- (c) the transfer otherwise complies with Data Protection Legislation.

- 8.2. If the Practice gives its written consent to a transfer of Personal Data outside of the EEA, the Contractor shall ensure that:

- 8.2.1. the Contractor has Appropriate Safeguards in place in respect of such transfer and, where practicable, the particular Appropriate Safeguards to be used by the Contractor for such transfer shall be subject to the Practice's prior written approval, which approval shall not be unreasonably withheld or delayed;

- 8.2.2. the transfer and any Processing of Personal Data following such transfer complies at all times with Clause 4.1; and

- 8.2.3. the transfer otherwise complies with Data Protection Legislation.

9. NOTIFICATIONS REQUIRED TO BE GIVEN BY THE CONTRACTOR TO THE PRACTICE

9.1. The Contractor shall, at its own cost and expense, notify the Practice immediately (and within three (3) Business Days of receipt of the relevant communication at the latest) if it:

- 9.1.1. receives a Data Subject Request (or purported Data Subject Request);
- 9.1.2. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 9.1.3. receives any communication from the Commissioner or any other regulatory authority in connection with Personal Data processed under or in connection with this Agreement and/or the Services Agreement; or
- 9.1.4. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or permitted by Law,

and the Contractor will provide the Practice with a copy of the relevant Data Subject Request, request, complaint or communication, as the case may be and such further information regarding the same as the Practice may request from time to time.

9.2. Taking into account the nature of the Processing, the Contractor shall provide the Practice with all reasonable assistance in relation to any complaint, communication or request notified to the Practice pursuant to Clause 9.1 (and insofar as possible within the timescales reasonably required by the Practice).

9.3. The Contractor shall, at its own cost and expense:

- 9.3.1. notify the Practice of any Data Loss Event of which it becomes aware within twenty four (24) hours of becoming aware of such Data Loss Event; and
- 9.3.2. provide the Practice, as soon as practicable and wherever possible within twenty four (24) hours of becoming aware of such Data Loss Event, with such information regarding the Data Loss Event as the Practice may reasonably require, including but not limited to:

- 9.3.2.1. the nature of the Data Loss Event, including, where possible the categories and approximate number of Data Subjects and Personal Data records affected by the Data Loss Event;

- 9.3.2.2. the likely consequences of the Data Loss Event; and

- 9.3.2.3. where the Data Loss Event involves the Contractor and/or any Sub-processor, the measures taken or proposed to be taken by the Contractor and/or any Sub-processor to address the Data Loss Event, including those to mitigate the possible adverse effects of the Data Loss Event.

- 9.4. If the Contractor cannot provide all of the information set out in Clause 9.3 within the timescale specified, the Contractor shall, within such timescale advise the Practice of the delay and of the reasons for the same and advise the Practice when the Contractor expects to be able to provide the relevant outstanding information, which information may be provided in phases without undue delay, as details become available.

10. RECORDS

- 10.1. The Contractor shall maintain complete, accurate and up-to-date written records of all Processing carried out under or in connection with this Agreement and/or the Services Agreement. Such records shall contain the following information:
 - 10.1.1. the name and contact details of the Contractor's Representative (if any) and of the Contractor's Data Protection Officer (if any);
 - 10.1.2. the categories of Processing carried out on behalf of the Practice;
 - 10.1.3. where applicable, details of any transfers of Personal Data pursuant to Clause 8.3, including the identity of the recipient of such transferred Personal Data and the countries to which such Personal Data is transferred, together with details of the Appropriate Safeguards used; and
 - 10.1.4. a general description of the Protective Measures implemented by the Contractor pursuant to Clause 6.1.

11. USE OF SUB-PROCESSORS

- 11.1. The Contractor shall not allow any Sub-processor to Process any Personal Data unless the Contractor has:
 - 11.1.1. notified the Practice in writing of the intended Sub-processor and the Processing activity that the Contractor wishes the Sub-processor to undertake on the Contractor's behalf;
 - 11.1.2. obtained the prior written consent of the Practice in respect of the use of such Sub-processor in connection with the Processing undertaken pursuant

to this Agreement and/or the Services Agreement;

11.1.3. entered into a binding written agreement with the Sub-processor, which agreement sets out enforceable data protection obligations on the same terms as set out in this Agreement such that they apply to the Sub-processor, in particular such binding written agreement must provide:

11.1.3.1. sufficient guarantees that the Sub-processor will adopt Protective Measures such that the Processing undertaken by the Sub-processor will meet the requirements of the Data Protection Legislation; and

11.1.3.2. details of the Processing that is to be undertaken by the Sub-processor, which Processing shall only involve activity that is set out in the Schedule; and

11.1.3.3. provide the Practice with such other information regarding the Sub-processor as the Practice may reasonably require from time to time.

11.2. The Contractor shall cease using a Sub-processor to undertake any Processing of Personal Data pursuant to or in connection with this Agreement and/or the Services Agreement immediately upon receipt of a written request from the Practice requesting that such Sub-processor ceases Processing the Personal Data, in circumstances where the Practice has reasonable grounds for concern about the Sub-processor's ability to carry out the Processing in accordance with the Data Protection Legislation.

11.3. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

12. AUDIT RIGHT

12.1. The Contractor shall, and shall procure that any and all Sub-processors shall, make available to the Practice, at no cost or expense to the Practice, all information necessary to demonstrate the Contractor's compliance with its obligations under this Agreement and the Data Protection Legislation.

12.2. The Contractor shall, and shall procure that any and all Sub-processors shall, allow for and contribute to audits, including inspections, conducted by the Practice or by another auditor mandated by the Practice, for the purpose of reviewing and assessing the Contractor's compliance with its obligations under this Agreement and the Data Protection Legislation, provided that the Practice shall, where possible:

- 12.2.1. provide the Contractor with reasonable prior notice of such audit or inspection;
 - 12.2.2. ensure that such audit is carried out during normal business hours; and
 - 12.2.3. ensure that each such audit and inspection is carried out so as to cause minimal disruption to the Contractor's business and other customers.
- 12.3. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clause 12.2, unless the audit identifies a breach of the Contractor's obligations under this Agreement and/or the Data Protection Legislation, in which case the Contractor shall reimburse the Practice for all of the Practice's reasonable costs incurred in the course of the audit.
- 12.4. If an audit identifies that the Contractor has failed to perform its obligations under this Agreement in any material manner, the Practice may, at its sole discretion:
 - 12.4.1. treat such failure as a material breach of the Agreement; or
 - 12.4.2. agree with the Contractor a remedial plan to resolve such failure, which remedial plan the Contractor shall implement at its sole cost and expense.

13. DELETION OR RETURN OF PERSONAL DATA

- 13.1. On termination of this Agreement, howsoever arising, or on the cessation of those Services pursuant to or in connection with which the Processing of Personal Data by the Contractor on behalf of the Practice was undertaken, the Contractor shall immediately cease using all affected Personal Data in the possession or control of the Contractor.
- 13.2. Within one (1) month following the date of termination of this Agreement, or if earlier, the date of the cessation of those Services pursuant to or in connection with which the Processing of Personal Data by the Contractor on behalf of the Practice was undertaken, the Contractor shall, at the written direction of the Practice, securely delete or securely return to the Practice all affected Personal Data (and any copies of it) and the Contractor shall certify in writing to the Practice that to the best of the Contractor's knowledge and belief all Personal Data (and any copies of it) have been securely deleted or securely returned to the Practice, unless the Contractor is required by Law to retain the Personal Data. If the Contractor is required by Law to retain the Personal Data, the Contractor shall advise the Practice of such requirement in writing.

14. LIABILITY

- 14.1. The Contractor shall indemnify and keep indemnified and defend at its own expense the Practice from and against any and all DP Losses incurred by the Practice or for which the Practice may become liable arising from or in connection with any failure by the Contractor or any Sub-processor or any of their employees or agents to comply with any of the Contractor's obligations under this Agreement. The aggregate liability of the Contractor in respect of the indemnity set out in this Clause 14.1 shall be limited to the greater of ONE MILLION POUNDS STERLING (£1,000,000) or TWO HUNDRED PERCENTUM (200%) of the fees paid by the Practice for the Services. The indemnity set out in this Clause 14.1 shall not be subject to any limit of liability.
- 14.2. The Practice shall indemnify and keep indemnified and defend at its own expense the Contractor from and against any and all DP Losses incurred by the Contractor or for which the Contractor may become liable arising solely from or in connection with any failure by the Practice or its employees or agents to comply with any of the Practice's obligations under this Agreement. The aggregate liability of the Practice in respect of the indemnity set out in this Clause 14.2 shall in no event exceed an amount equivalent to TWO HUNDRED PERCENTUM (200%) of the fees paid by the Practice for the Services in the 12 months prior to the event giving rise to the claim.
- 14.3. The provisions of Clauses 14.1 and 14.2 shall not affect the liability of either Party to any Data Subject.

15. GENERAL

- 15.1. This Agreement shall terminate automatically upon the termination of the Services Agreement, howsoever arising. Notwithstanding the provisions of this Clause 15.1, the provisions of Clauses 1, 3, 5, 9, 10, 13, 14 and 15 shall survive expiry or termination of this Agreement, howsoever caused.
- 15.2. Any notice to be given under this Agreement shall be delivered personally, sent by first class recorded delivery post (airmail if overseas) or electronic mail. The address for service shall be the registered or principal office of the recipient or such other address for receipt of notices as either Party may previously have notified to the other Party in writing. A notice shall be deemed to have been served:-
- 15.2.1. if personally delivered, at the time of delivery;
- 15.2.2. if posted, at the expiration of forty eight (48) hours; and
- 15.2.3. if sent by electronic mail, at the time of the transmission.

- 15.3. In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the relevant Party as prepaid first class or recorded delivery (as appropriate), or that the hard drive has recorded the successful transmission of the electronic mail.
- 15.4. The Contractor shall not assign, sub-contract or otherwise transfer any of its Processing obligations in respect of the Personal Data to any third parties other than in accordance with the provisions of Clause 11.
- 15.5. The failure by either Party to insist upon the strict performance of any provision, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of that Party's rights or remedies in respect of any such breach by the other Party or any subsequent breach of such provision, term or condition.
- 15.6. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and notified to the other Party in writing in accordance with the provisions of Clause 15.2.
- 15.7. This Agreement, together with the Services Agreement constitute the entire agreement between the Parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between the Parties relating to the subject matter of this Agreement, provided that nothing contained herein shall operate or be construed as to limit or exclude either party's liability for fraud or fraudulent misrepresentation. [If there is any conflict between the terms of this Agreement and the terms of the Services Agreement in relation to the subject matter of this Agreement, the terms of this Agreement shall prevail.

- 15.8. This Agreement shall be governed and construed in accordance with Scots law and both parties hereby irrevocably submit to the exclusive jurisdiction of the Scottish Courts: IN WITNESS WHEREOF, these presents typewritten on this and the preceding fifteen (15) pages are executed as follows:-

For and on behalf of Holburn Medical Group

Place ABERDEEN Date 5/8/26

Signature Donna Dickon Witnessed by V. Boswell

Print Name DONNA DICKON Print Name VALIA BOSWELL

Designation Business Manager Designation GP PARTNER

Address 7 DUBYN PLACE

ABERDEEN

AB10 1YE.

For and on behalf of **Heidi Health Ltd**

Place London, United Kingdom

Date 23.06.2026

Signature

Yassin Omar

Witnessed by

Waleed Mussa

Print Name : Yassin Omar

Print Name : Waleed Mussa

Designation : Head of Legal and
Regulatory/ Data Protection Officer

Designation : Chief Financial Officer

Address: 100 Bollo Lane, London, United
Kingdom, W4 5LX

**This is the Schedule referred to in the foregoing Data Processing Agreement between
Holburn Medical Group and Heidi Health Ltd**

SCHEDULE

1. The Contractor shall comply with any further written instructions with respect to Processing issued by the Practice.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	The provision AI medical scribe software by the Contractor to the Practice.
Duration of the processing	For the period of the agreement.
Nature and purposes of the processing	The recording and transcription of clinical consultation and the population of clinical documentation thereafter.
Type of Personal Data	Patients – demographic data (name, address, contact information, CHI number etc); health data; potentially religion or other similar belief, sexual orientation or sex life or ethnicity where relevant to health. Practice staff – name, professional designation, log-in credentials, telephone number (for MFA).

Categories of Data Subject	Patients; Practice staff.			
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Retention period to be set by the Practice within the Contractor's system. Minimum possible period recommended following download of data and recording with the Practice's GPIT system.			
Minimum Requirements	• End to end encryption, including at rest, to be maintained at all times. • Multi-factor authentication to be enabled by default. • System security to be not less than the technical and organisational measures detailed in the System Security Policy, dated on or around the date of this Agreement as the same may be amended or updated by agreement between the Parties from time to time. • All servicing and support to be mediated by NHS Grampian Digital Directorate using their approved platform (currently Bomgar). No access to Practice data outwith this scenario.			
Additional Information	SUB-PROCESSOR	LOCATION	PURPOSE/SERVICES	WEBSITE & CON
	Google	EU (Ireland and Belgium)	Cloud hosting provider Google Workspace: • Employee email • Google Drive • Google Meets	https://workspace
	AWS	United Kingdom	Cloud hosting provider	https://aws.amazo
	Kinde	EU (Ireland)	User authentication	https://kinde.com/
	Stripe	United Kingdom	Payment Processing	https://stripe.com
	Intercom	EU (Ireland)	Customer Support	https://intercom.c
	Omni	EU (Germany)	Analytics	https://omni.co/
	Posthog	EU (Ireland)	Analytics	https://posthog.co
	Datadog	EU (Germany)	Analytics	https://www.data
	• No processing of data outwith the EEA is authorised under this agreement with all Practice data to be geo-			

	fenced to the EEA. • No secondary use of Practice data is authorised under this agreement. Unauthorised secondary use of data, movement of data outwith the EEA or failure to maintain technical controls will be considered a breach of this agreement and trigger the provisions of 14.1 above.
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