MOLESCAN CLINICAL SERVICES AGREEMENT

Between

Dermme Health Ltd, a company incorporated and registered in England and Wales (Company Number 16906493) whose registered office is at 52 Thor Drive, Bedford, MK41 0WP and which trades as **MoleScan** ("**MoleScan**", "**we**", "**our**" or "**us**"); and

The Reviewing Clinician, whose details are set out in the Clinician Registration Form and accepted by MoleScan upon appointment ("**Reviewing Clinician**", "**Clinician**" or "**you**").

Together, the Parties and each a Party.

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

AI-Assisted Analysis means any automated image analysis, prioritisation, diagnostic suggestion, confidence score, clinical support tool or other artificial intelligence functionality incorporated within or connected to the Platform. AI-Assisted Analysis is intended solely to support the Reviewing Clinician's assessment and shall not replace or constitute an independent clinical opinion.

Applicable Laws means all legislation, regulations, statutory instruments, professional rules, regulatory guidance, codes of practice and legal obligations applicable to the Services, including but not limited to the UK General Data Protection Regulation, the Data Protection Act 2018, the Human Rights Act 1998, the Common Law Duty of Confidentiality, applicable NHS guidance where relevant, and all requirements of the General Medical Council.

Business Day means any day other than a Saturday, Sunday or public holiday in England upon which banks are generally open for business.

Case means a Patient submission received through the Platform consisting of clinical information, medical history, questionnaires, clinical photographs, dermoscopic images and any additional documentation submitted for remote dermatological assessment.

Clinical Assessment means the independent remote clinical review undertaken by the Reviewing Clinician of a submitted Case using the information available through the Platform, together with the exercise of the Reviewing Clinician's own professional judgement to determine an appropriate clinical opinion and management recommendation.

Clinical Governance Policies means all clinical governance procedures, reporting standards, quality assurance processes, standard operating procedures, reporting protocols, escalation pathways, audit requirements, peer review processes, incident reporting procedures, clinical guidance and professional policies issued, amended or adopted by MoleScan from time to time.

Clinical Report means the formal written clinical assessment prepared and authorised by the Reviewing Clinician following completion of a Clinical Assessment, including the clinical opinion,

differential diagnosis where appropriate, risk categorisation, management recommendations, safety-netting advice and any other observations recorded by the Reviewing Clinician.

Confidential Information means all confidential, proprietary, commercial, technical, financial, operational and clinical information relating to MoleScan, the Platform, Patients, Partner Clinics, Reviewing Clinicians and the Services, whether disclosed verbally, electronically, visually or in writing, including but not limited to software, clinical protocols, business plans, pricing structures, algorithms, documentation, source code, artificial intelligence systems, patient information, training materials and intellectual property.

Intellectual Property Rights means patents, trade marks, service marks, registered designs, design rights, copyright, database rights, domain names, know-how, confidential information, trade secrets and all other intellectual property rights, whether registered or unregistered, together with any applications for the same anywhere in the world.

Patient means an individual whose clinical information, photographs and dermoscopic images are submitted to MoleScan through a Partner Clinic for the purpose of obtaining a remote dermatological assessment.

Patient Information means all personal data and special category personal data relating to a Patient, including demographic information, medical history, clinical history, consent records, clinical photographs, dermoscopic images, correspondence, Clinical Reports and any other information capable of identifying a Patient.

Partner Clinic means an organisation, healthcare provider, medical practice, aesthetic clinic or other authorised business that has entered into a contractual agreement with MoleScan permitting the submission of Cases through the Platform.

Platform means the MoleScan software platform, websites, clinician dashboard, mobile applications, administrative portal, artificial intelligence tools, reporting systems, databases, interfaces, application programming interfaces (APIs) and all associated software, documentation and supporting infrastructure owned or operated by Dermme Health Ltd.

Report means the completed electronic report generated through the Platform following completion of a Clinical Assessment and incorporating the Reviewing Clinician's Clinical Report.

Reviewing Clinician means the medical practitioner appointed by MoleScan under this Agreement to undertake remote Clinical Assessments and prepare Clinical Reports. The Reviewing Clinician must remain appropriately qualified, licensed and indemnified throughout the duration of this Agreement.

Services means the professional clinical services provided by the Reviewing Clinician under this Agreement, including but not limited to reviewing Cases, undertaking Clinical Assessments, preparing Clinical Reports, participating in quality assurance activities, complying with Clinical Governance Policies and performing all other obligations arising under this Agreement.

Working Day means any Business Day (including Weekend and Public Bank Holidays) during which the Reviewing Clinician has made themselves available to provide the Services in accordance with any agreed working arrangements between the Parties.

1.2 Interpretation

Unless the context otherwise requires:

(a) references to legislation shall include any amendment, extension, re-enactment or replacement of that legislation from time to time;

(b) references to the singular shall include the plural and vice versa;

(c) references to one gender shall include all genders;

(d) headings are inserted for convenience only and shall not affect the interpretation of this Agreement;

(e) any obligation not to do an act or thing includes an obligation not to permit or allow that act or thing to be done;

(f) references to a person include any individual, company, partnership, limited liability partnership, statutory body, public authority or other legal entity;

(g) the words “including”, “includes”, “in particular” or similar expressions shall be construed without limitation; and

(h) where this Agreement requires the Reviewing Clinician to comply with any policy, protocol or procedure issued by MoleScan, such reference shall include any updated or replacement version issued from time to time, provided that MoleScan has notified the Reviewing Clinician of the relevant amendment.

2. Appointment

2.1 Appointment

Subject to the terms and conditions of this Agreement, Dermme Health Ltd hereby appoints the Reviewing Clinician to provide remote dermatological assessment services through the MoleScan Platform, and the Reviewing Clinician accepts such appointment. The Reviewing Clinician shall provide the Services with reasonable skill, care and diligence, exercising the standard of professional competence, judgement and care reasonably expected of a suitably qualified medical practitioner experienced in dermoscopy and skin lesion assessment.

2.2 Independent Contractor

The Parties acknowledge and agree that the Reviewing Clinician is appointed as an independent self-employed contractor and nothing contained within this Agreement shall be construed as creating or implying any relationship of employer and employee, worker, agency, partnership, joint venture or fiduciary relationship between the Parties.

Accordingly:

(a) the Reviewing Clinician shall not be entitled to receive holiday pay, sick pay, pension contributions, maternity or paternity pay, redundancy pay, notice pay or any other employment-related rights or benefits;

(b) the Reviewing Clinician shall remain solely responsible for their own taxation, National Insurance contributions, pension arrangements and all other statutory or financial obligations arising from payments made under this Agreement;

(c) the Reviewing Clinician shall have no authority to bind, commit or enter into any contract or arrangement on behalf of MoleScan unless expressly authorised in writing by MoleScan;

(d) nothing contained within this Agreement shall confer upon the Reviewing Clinician any authority to act as an agent, representative or spokesperson of MoleScan other than when undertaking Clinical Assessments in accordance with this Agreement; and

(e) the Reviewing Clinician shall not hold themselves out as being an employee, partner or authorised representative of MoleScan except to the extent necessary to perform the Services.

2.3 No Obligation to Offer or Accept Work

Nothing in this Agreement shall oblige MoleScan to provide any minimum number of Cases, Clinical Assessments or other work to the Reviewing Clinician. Similarly, unless otherwise agreed in writing, nothing shall oblige the Reviewing Clinician to accept any particular volume of Cases offered through the Platform. The Reviewing Clinician acknowledges that the number, complexity and frequency of Cases submitted through the Platform may fluctuate and that MoleScan makes no representation or guarantee regarding the availability of work or anticipated earnings under this Agreement.

2.4 Nature of Appointment

The Reviewing Clinician shall provide the Services personally unless MoleScan has expressly agreed in writing that another suitably qualified clinician may undertake the Services. The Reviewing Clinician shall not subcontract, delegate, assign or otherwise transfer any of their responsibilities under this Agreement without the prior written consent of MoleScan.

2.5 Clinical Independence

Nothing contained within this Agreement shall interfere with or restrict the Reviewing Clinician's professional independence or clinical judgement. Whilst MoleScan may issue Clinical Governance Policies, reporting standards, standard operating procedures and quality assurance requirements, the Reviewing Clinician shall remain solely responsible for their own clinical opinions, conclusions and recommendations contained within each Clinical Report. The Reviewing Clinician shall not allow any commercial, financial or operational considerations to influence their independent professional judgement.

2.6 Professional Availability

The Reviewing Clinician shall not accept or commence review of a Case unless they reasonably believe that they are able to complete the Clinical Assessment within the applicable service standards. If, after accepting a Case, the Reviewing Clinician becomes unable to complete it within the applicable service standards, they shall notify MoleScan without undue delay.

3. Scope of Services

3.1 Services

The Reviewing Clinician shall provide remote dermatological assessment services through the MoleScan Platform in accordance with this Agreement, all applicable Clinical Governance Policies and any lawful instructions reasonably issued by MoleScan from time to time.

The Services shall include, without limitation:

(a) reviewing Cases submitted through the Platform;

(b) assessing the Patient's submitted medical history, presenting complaint and clinical information;

(c) reviewing all clinical photographs submitted in support of the Case;

(d) reviewing all dermoscopic images submitted through the Platform;

(e) considering any additional documentation or information relevant to the Clinical Assessment;

(f) exercising independent professional judgement throughout every Clinical Assessment;

(g) preparing accurate, complete and contemporaneous Clinical Reports;

(h) recommending appropriate clinical management, follow-up or referral where clinically indicated;

(i) identifying Cases requiring urgent escalation or immediate medical attention where appropriate;

(j) requesting additional information or repeat images where the information provided is insufficient to enable an appropriate Clinical Assessment;

(k) participating in clinical audit, peer review, quality assurance and governance activities as reasonably required by MoleScan; and

(l) performing such other duties as are reasonably necessary for the proper delivery of the MoleScan service.

3.2 Clinical Reports

The Reviewing Clinician shall prepare each Clinical Report using their own independent professional judgement, having carefully considered all available clinical information submitted as part of the relevant Case. Each Clinical Report shall be clear, accurate, objective and professionally written and shall contain sufficient clinical reasoning to support the conclusions reached. Where clinically appropriate, the Reviewing Clinician shall include differential diagnoses, risk categorisation, safety-netting advice and recommendations for further investigation, or referral. The Clinician, under no circumstances, shall give a define diagnosis, and suggest a treatment or management plan.

3.3 Standard of Care

The Reviewing Clinician shall perform the Services in accordance with the standards reasonably expected of a suitably qualified medical practitioner experienced in dermoscopy and skin lesion assessment. The Reviewing Clinician shall ensure that all Clinical Assessments are undertaken diligently, objectively and without undue delay, exercising appropriate care and attention in every Case.

3.4 Clinical Limitations

The Reviewing Clinician acknowledges that all Clinical Assessments undertaken through MoleScan are remote assessments based solely upon the clinical information, medical history, clinical photographs and dermoscopic images submitted through the Platform. Accordingly, the Reviewing Clinician shall recognise the inherent limitations of remote assessment, including the inability to undertake physical examination, palpation, lesion manipulation or complete skin examination.

Where the Reviewing Clinician considers that the information provided is insufficient to reach a safe clinical opinion, the Reviewing Clinician shall request additional information, recommend repeat image acquisition or advise that an in-person clinical assessment is required. The Reviewing Clinician further acknowledges that no remote dermatological assessment can guarantee diagnostic accuracy and that definitive diagnosis may require clinical examination, histopathological assessment or further investigation.

3.5 Compliance with MoleScan Policies

The Reviewing Clinician shall comply with all Clinical Governance Policies, reporting standards, quality assurance procedures, standard operating procedures, information governance requirements and other operational policies issued by MoleScan from time to time, provided that nothing contained within such policies shall require the Reviewing Clinician to depart from their independent professional judgement or their professional obligations owed to Patients.

4. Professional Standards

4.1 Professional Qualifications

The Reviewing Clinician warrants and undertakes that, throughout the duration of this Agreement, they shall remain appropriately qualified, experienced and competent to provide the Services.

Without limitation, the Reviewing Clinician shall at all times:

(a) remain fully registered with the General Medical Council ("GMC");

(b) hold a valid licence to practise medicine without suspension, restriction or limitation that would prevent the proper performance of the Services;

(c) possess appropriate knowledge, training and clinical experience in dermoscopy, skin lesion assessment and dermatological diagnosis commensurate with the Services being provided through the Platform;

(d) maintain suitable and valid medical indemnity insurance with a recognised medical defence organisation or insurer providing adequate cover for the Services performed under this Agreement;

(e) participate in annual medical appraisal and professional revalidation as required by the GMC;

(f) maintain an appropriate programme of Continuing Professional Development ("CPD") sufficient to ensure that their knowledge and clinical practice remain current and consistent with accepted professional standards; and

(g) comply with all applicable statutory, regulatory and professional requirements relevant to the Services.

The Reviewing Clinician shall provide documentary evidence of the matters referred to above upon request by MoleScan and shall promptly notify MoleScan of any material change affecting their eligibility to perform the Services.

4.2 Professional Conduct

The Reviewing Clinician shall perform the Services honestly, professionally, ethically and with due regard to patient safety, clinical excellence and good medical practice. The Reviewing Clinician shall

at all times conduct themselves in a manner which protects the reputation, integrity and professional standing of MoleScan and shall refrain from any conduct likely to bring MoleScan or its Services into disrepute.

4.3 Compliance with Professional Standards

The Reviewing Clinician shall perform the Services in accordance with:

(a) all Applicable Laws;

(b) Good Medical Practice and all applicable guidance, standards and ethical requirements issued by the General Medical Council;

(c) relevant guidance, recommendations and clinical standards published by the National Institute for Health and Care Excellence ("NICE");

(d) applicable clinical guidance, position statements and professional standards published by the British Association of Dermatologists ("BAD");

(e) UK General Data Protection Regulation, the Data Protection Act 2018 and the Common Law Duty of Confidentiality;

(f) all Clinical Governance Policies, reporting standards and operational procedures issued by MoleScan from time to time; and

(g) any other recognised national clinical guidance reasonably applicable to the Services.

Where different sources of professional guidance appear to conflict, the Reviewing Clinician shall exercise their independent professional judgement in determining the most appropriate course of action in the interests of patient safety.

4.4 Competence

The Reviewing Clinician shall ensure that they possess and maintain sufficient clinical competence in dermoscopy and remote skin lesion assessment to safely undertake the Services. Where the Reviewing Clinician reasonably considers that a Case falls outside their professional competence or experience, or that the quality, completeness or adequacy of the submitted clinical information or images is insufficient to permit a safe and reliable remote Clinical Assessment, the Reviewing Clinician shall not issue a definitive Clinical Assessment. Instead, the Reviewing Clinician shall advise the Partner Clinic that the patient should be referred for an appropriate face-to-face clinical assessment by their own General Practitioner, a dermatologist, or another suitably qualified healthcare professional within such timeframe as the Reviewing Clinician considers clinically appropriate, having regard to the information available and the level of clinical concern.

4.5 Professional Notifications

The Reviewing Clinician shall notify MoleScan immediately, and in any event within twenty-four (24) hours after becoming aware, of any matter which may reasonably affect their ability to provide the Services, including:

(a) any suspension, restriction, limitation or removal of their GMC registration or licence to practise;

(b) any interim order, undertaking or sanction imposed by the General Medical Council;

(c) any fitness to practise investigation or regulatory proceedings;

(d) any criminal investigation, criminal charge or criminal conviction, other than minor motoring offences not involving dishonesty;

(e) the suspension, withdrawal or limitation of their medical indemnity insurance;

(f) any significant illness or circumstance materially affecting their ability to perform the Services safely; or

(g) any other matter which may reasonably affect patient safety, public confidence or the reputation of MoleScan.

4.6 Audit and Verification

MoleScan may verify, both before appointment and periodically throughout the duration of this Agreement, the Reviewing Clinician's professional registration, licence to practise, appraisal status, revalidation status, indemnity arrangements, qualifications, identity, right to work where applicable and any other credentials reasonably required for clinical governance purposes. The Reviewing Clinician shall cooperate fully with any such verification process.

4.7 Clinical Calibration

The Reviewing Clinician shall participate in periodic calibration exercises reasonably required by MoleScan for the purposes of promoting consistency in dermoscopic interpretation, risk classification and management recommendations.

5. Clinical Responsibilities

5.1 General Responsibilities

The Reviewing Clinician shall exercise independent professional judgement in the assessment of every Case submitted through the Platform and shall ensure that every Clinical Report reflects their own clinical opinion based upon the information available at the time of assessment. The Reviewing Clinician shall not permit commercial, operational or administrative considerations to influence their professional judgement.

5.2 Clinical Assessment

In carrying out each Clinical Assessment, the Reviewing Clinician shall exercise their own independent professional knowledge, skill, experience and clinical judgement and shall review all clinical information and supporting material submitted in relation to the Case, including the Patient's clinical history, completed questionnaires, clinical photographs and dermoscopic images. The Reviewing Clinician shall satisfy themselves as to the quality, adequacy and completeness of the information provided before reaching any clinical conclusion, identify and appropriately evaluate all clinically significant clinical and dermoscopic features relevant to the assessment, formulate a clinical opinion supported by clear and sufficient clinical reasoning, prepare a clear, accurate, contemporaneous and professionally reasoned Clinical Report, recommend such referral, monitoring, further investigation or other management as is clinically appropriate, provide appropriate safety-netting advice where relevant, and complete the Clinical Assessment within the applicable service standards, performance requirements and turnaround times established by MoleScan from time to time.

5.3 Clinical Judgement

The Reviewing Clinician acknowledges that they remain solely responsible for all clinical opinions, conclusions, diagnoses, differential diagnoses, recommendations and management advice contained within every Clinical Report. Nothing within the Platform, including any AI-Assisted Analysis, reporting template, clinical workflow or administrative guidance, shall replace or diminish the Reviewing Clinician's professional responsibility for the Clinical Report.

5.4 Insufficient Information

Where the Reviewing Clinician considers that the information submitted is incomplete, inadequate or of insufficient quality to permit a safe Clinical Assessment, the Reviewing Clinician shall not speculate or provide an unsupported opinion. Instead, the Reviewing Clinician shall request additional information, request repeat imaging where appropriate or advise that an in-person clinical assessment is required.

5.5 Recognition of Urgent Cases

The Reviewing Clinician shall exercise particular care in identifying Cases which may require urgent medical assessment, urgent referral or immediate clinical intervention. Where a lesion raises suspicion of melanoma or another potentially serious condition requiring urgent action, the Reviewing Clinician shall ensure that the Clinical Report clearly communicates the level of concern together with appropriate recommendations for urgent referral or medical assessment in accordance with prevailing national guidance.

5.6 Limitations of Remote Assessment

The Reviewing Clinician acknowledges that Clinical Assessments undertaken through MoleScan are based exclusively upon the information submitted through the Platform. The Reviewing Clinician shall recognise the inherent limitations associated with remote assessment, including image quality, incomplete clinical history, absence of physical examination and inability to perform palpation or full skin examination, and shall ensure that such limitations are appropriately reflected within their clinical decision-making where relevant.

6. AI-Assisted Analysis

6.1 Purpose of AI-Assisted Analysis

The Reviewing Clinician acknowledges that the Platform may incorporate AI-Assisted Analysis designed to assist with image review, lesion prioritisation, diagnostic support or other clinical decision-support functions. AI-Assisted Analysis is intended solely as an advisory clinical support tool and shall not constitute a medical diagnosis, clinical opinion or definitive recommendation.

6.2 Independent Clinical Judgement

The Reviewing Clinician shall independently assess every Case irrespective of any AI-Assisted Analysis made available through the Platform. The Reviewing Clinician may consider AI-Assisted Analysis as one component of the overall assessment but shall not rely upon it as a substitute for their own professional judgement.

6.3 Professional Responsibility

The Reviewing Clinician may, in the exercise of their independent professional judgement, accept, reject or partially accept any AI-Assisted Analysis where clinically appropriate. Before reaching any clinical conclusion, the Reviewing Clinician shall critically evaluate and independently verify any AI-Assisted Analysis made available through the MoleScan Platform and shall not reproduce, adopt or rely upon any AI-generated finding, conclusion or recommendation without first satisfying themselves that it is clinically appropriate and supported by the available clinical information. Under no circumstances shall the Reviewing Clinician permit any AI-Assisted Analysis to override or replace their own independent professional judgement, and the Reviewing Clinician shall remain solely and personally responsible for every clinical opinion, diagnosis, risk classification, management recommendation and Clinical Report issued in their name.

6.4 AI Limitations

The Reviewing Clinician acknowledges that AI-Assisted Analysis may be incomplete, inaccurate, inconclusive or inconsistent with accepted clinical practice. Accordingly, the Reviewing Clinician shall exercise appropriate caution when reviewing any AI-generated information and shall ensure that all Clinical Reports are based upon their own independent assessment of the available clinical evidence.

6.5 Clinical Accountability

For the avoidance of doubt, responsibility for the final Clinical Report rests exclusively with the Reviewing Clinician. MoleScan provides AI-Assisted Analysis solely as a clinical decision-support aid and accepts no responsibility for any clinical opinion adopted by the Reviewing Clinician without the exercise of appropriate independent professional judgement.

6.6 AI Output Confidentiality and Restrictions

The Reviewing Clinician acknowledges that AI-Assisted Analysis, including all underlying algorithms, models, workflows, outputs, confidence scores, prioritisation methods and associated technologies, forms part of MoleScan’s confidential information and Intellectual Property Rights.

Accordingly, the Reviewing Clinician shall not, whether directly or indirectly:

(a) use, reproduce, extract, copy, record or retain AI-Assisted Analysis or AI-generated outputs for any purpose other than performing the Services under this Agreement;

(b) use AI-Assisted Analysis or any AI-generated outputs to train, validate, benchmark, calibrate, improve or otherwise develop any third-party artificial intelligence system, machine learning model, software application or competing product;

(c) disclose AI-Assisted Analysis or AI-generated outputs to any third party except where expressly authorised in writing by MoleScan or required by Applicable Laws;

(d) reverse engineer, analyse or attempt to determine the operation, methodology, logic or functioning of MoleScan’s AI-Assisted Analysis systems; or

(e) knowingly assist any third party in undertaking any activity prohibited by this clause.

For the avoidance of doubt, nothing in this clause prevents the Reviewing Clinician from exercising their own independent clinical judgement, applying their professional knowledge or relying upon their personal clinical experience gained through undertaking Clinical Assessments under this Agreement,

provided that no Confidential Information or Intellectual Property belonging to MoleScan is disclosed or used in breach of this Agreement.

7. Clinical Turnaround Times

7.1 Service Standards

The Reviewing Clinician acknowledges that timely Clinical Assessments are fundamental to the safe and effective delivery of the MoleScan service. The Reviewing Clinician shall use all reasonable endeavours to complete Clinical Assessments within the service standards established by MoleScan from time to time.

Unless otherwise notified by MoleScan, the target service standards shall be:

(a) **Routine Cases**: Clinical Reports shall ordinarily be completed within twenty-four (24) hours of the Case being allocated to the Reviewing Clinician; and

(b) **Urgent Cases**: where a Case appears to require urgent clinical attention, or where the Reviewing Clinician identifies features suggesting a potentially serious condition requiring expedited management, the Reviewing Clinician shall complete the Clinical Assessment and submit the Clinical Report as soon as reasonably practicable. The Parties acknowledge that these service standards are intended to promote timely patient care and do not prevent the Reviewing Clinician from taking additional time where reasonably necessary to ensure a safe and accurate Clinical Assessment.

7.2 Availability

The Reviewing Clinician shall maintain accurate availability within the Platform or otherwise notify MoleScan of the periods during which they are available to undertake Clinical Assessments. Where the Reviewing Clinician becomes unavailable due to illness, annual leave, professional commitments or any other circumstance likely to affect their ability to meet agreed turnaround times, they shall notify MoleScan as soon as reasonably practicable.

7.3 Escalation

Where the Reviewing Clinician becomes aware that they are unable to complete an allocated Case within the applicable service standards, they shall notify MoleScan without undue delay so that appropriate arrangements may be made for reassignment or escalation where necessary.

8. Clinical Governance

8.1 General Obligation

The Reviewing Clinician acknowledges that clinical governance forms an integral part of the MoleScan service and undertakes to participate fully in all governance, quality assurance and patient safety activities reasonably required by MoleScan. The Reviewing Clinician shall cooperate with MoleScan in promoting continuous improvement, clinical excellence and patient safety throughout the provision of the Services.

8.2 Clinical Audit

MoleScan may undertake periodic clinical audits of Clinical Reports, clinical decision-making, reporting quality, documentation standards, turnaround times and compliance with Clinical

Governance Policies. The Reviewing Clinician shall cooperate fully with any such audit and shall provide reasonable assistance, clarification or explanation where requested.

8.3 Peer Review

The Reviewing Clinician acknowledges and agrees that, as part of MoleScan's clinical governance and quality assurance framework, MoleScan may implement peer review processes and select any Clinical Report for independent review by another appropriately qualified Reviewing Clinician appointed by MoleScan. Such peer review may be undertaken for the purposes of maintaining consistency of clinical standards, quality assurance, professional development, educational feedback, patient safety, clinical governance and the continuous improvement of the Services. Participation in any peer review process, or the subsequent review of a Clinical Report by another Reviewing Clinician, shall not transfer, diminish or otherwise affect the Reviewing Clinician's personal and professional responsibility or accountability for the original Clinical Report or for the clinical opinions, findings, risk classifications, management recommendations or other professional judgements contained within it.

8.4 Second Opinions

MoleScan reserves the right to obtain an independent second clinical opinion where considered appropriate for quality assurance, patient safety, governance or complaint investigation purposes. The Reviewing Clinician shall cooperate fully with any such review.

8.5 Quality Assurance

The Reviewing Clinician shall participate fully and cooperate with all clinical governance, quality assurance and performance improvement activities reasonably required by MoleScan from time to time. Such activities may include compliance monitoring, assessment of the quality and consistency of Clinical Reports, review of clinical documentation and record keeping, monitoring of clinical performance and compliance with applicable service standards, analysis of clinical outcomes and reporting trends, implementation of quality improvement initiatives, and any other audit, governance or quality assurance activity which MoleScan reasonably considers necessary to promote patient safety, maintain clinical standards, ensure regulatory compliance or support the continuous improvement of the Services.

8.6 Random Clinical Report Reviews

MoleScan may undertake random reviews of Clinical Reports prepared by the Reviewing Clinician to assess compliance with professional standards, reporting quality, clinical consistency and adherence to Clinical Governance Policies. The Reviewing Clinician shall cooperate fully with such reviews and shall consider any reasonable recommendations for improvement.

8.7 Governance Meetings

The Reviewing Clinician shall participate in clinical governance meetings, educational sessions, governance discussions or service review meetings where reasonably requested by MoleScan. Such meetings may be conducted in person or by electronic means.

8.8 Incident Reporting

The Reviewing Clinician shall notify MoleScan without undue delay upon becoming aware of any patient safety incident, clinical error, near miss, significant diagnostic discrepancy, information governance or data protection incident, complaint giving rise to patient safety concerns, or any other

matter which could reasonably be expected to require investigation, review or action under MoleScan's Clinical Governance Policies or quality assurance procedures. The Reviewing Clinician shall cooperate fully with any subsequent clinical governance review, audit or investigation and shall provide such information, documentation, explanations and assistance as MoleScan may reasonably require for the proper investigation, management and resolution of the matter.

8.9 Learning Events

Where MoleScan identifies learning opportunities arising from complaints, audits, significant events, peer review or clinical incidents, the Reviewing Clinician shall participate in any reasonable educational or reflective activities requested by MoleScan. Nothing within this clause shall prevent the Reviewing Clinician from maintaining separate confidential reflective records in accordance with applicable professional guidance.

8.10 Clinical Governance Policies

MoleScan may introduce, amend or replace Clinical Governance Policies from time to time in order to reflect developments in legislation, regulation, clinical practice, technology or patient safety. The Reviewing Clinician shall comply with all such policies following notification by MoleScan, provided that no policy shall require the Reviewing Clinician to act contrary to Applicable Laws or their professional obligations.

8.11 Continuous Improvement

The Reviewing Clinician shall contribute, where reasonably requested, to the ongoing development and improvement of MoleScan’s clinical protocols, reporting standards, governance procedures and patient safety initiatives. Suggestions, feedback and recommendations made by the Reviewing Clinician may be considered by MoleScan but shall not impose any obligation upon MoleScan to implement such recommendations.

8.12 Duty to Escalate Platform Errors

The Reviewing Clinician shall notify MoleScan without undue delay if they become aware of any suspected software defect, system malfunction, incorrect AI output, reporting error, cybersecurity vulnerability or other Platform issue which may affect patient safety, clinical accuracy or the integrity of the Services.

9. Professional Registration

9.1 Continuing Eligibility

The Reviewing Clinician warrants that they satisfy all professional requirements necessary to perform the Services upon commencement of this Agreement and undertakes to maintain such eligibility throughout its duration.

9.2 Notification of Professional Matters

The Reviewing Clinician shall notify MoleScan immediately, and in any event within twenty-four (24) hours of becoming aware, of any circumstance which may affect their professional standing or ability to perform the Services.

Without limitation, such notification shall include:

(a) any investigation, enquiry or proceedings commenced by the General Medical Council;

(b) any interim order imposed by the General Medical Council;

(c) any fitness to practise investigation, hearing or determination;

(d) any restriction, undertaking, warning, condition or limitation placed upon the Reviewing Clinician's registration or licence to practise;

(e) any suspension or removal from the Medical Register;

(f) any actual or proposed withdrawal, suspension or restriction of the Reviewing Clinician's licence to practise;

(g) any loss, suspension, cancellation or material limitation of professional indemnity insurance;

(h) any criminal investigation, criminal charge or criminal conviction, excluding minor motoring offences not involving dishonesty;

(i) any safeguarding concern or Disclosure and Barring Service matter reasonably capable of affecting the Reviewing Clinician's suitability to provide the Services;

(j) any disciplinary proceedings brought by another healthcare employer, healthcare provider or regulatory authority which may reasonably affect the Reviewing Clinician's ability to perform the Services; and

(k) any other circumstance which could reasonably affect patient safety, professional competence or the reputation of MoleScan.

9.3 Verification

MoleScan may verify the Reviewing Clinician's professional registration, licence to practise, indemnity arrangements, appraisal status, revalidation status, qualifications and other relevant credentials at any time during the term of this Agreement. The Reviewing Clinician shall promptly provide any documentation reasonably requested for this purpose.

9.4 Consequences of Loss of Registration

Where the Reviewing Clinician ceases to hold valid GMC registration, a licence to practise or appropriate professional indemnity insurance, or where MoleScan reasonably considers that patient safety may be compromised, MoleScan may immediately suspend the Reviewing Clinician from undertaking further Clinical Assessments pending investigation. Nothing in this clause prejudices MoleScan's right to terminate this Agreement in accordance with its termination provisions where appropriate.

10. Confidentiality

10.1 Confidential Information

During the course of this Agreement, the Reviewing Clinician may receive, access or otherwise become aware of Confidential Information belonging to MoleScan, Partner Clinics and Patients. The Reviewing Clinician acknowledges that all Confidential Information is confidential and proprietary to the relevant owner and undertakes to preserve its confidentiality at all times.

For the purposes of this Agreement, **Confidential Information** includes, without limitation, all Patient Information, Clinical Reports, clinical photographs and dermoscopic images, the MoleScan Platform and its underlying architecture, software and associated technologies, AI-Assisted Analysis, algorithms, models, workflows, methodologies and associated outputs, pricing structures, commercial terms, financial information, business plans, commercial strategies and operational information, Clinical Governance Policies, Clinical Assessment Protocols, Report Writing Standards, standard operating procedures and other clinical or operational documentation, software, databases, application programming interfaces (APIs), source code, object code, technical documentation and technical know-how, training materials, educational resources, internal guidance and documentation, security arrangements, authentication processes, information governance and cyber security procedures, all Intellectual Property Rights owned or licensed by MoleScan, and any other information, whether oral, written, electronic or otherwise recorded, which is identified as confidential or which, by its nature or the circumstances in which it is disclosed, ought reasonably to be regarded as confidential.

10.2 Confidentiality Obligations

The Reviewing Clinician shall maintain the confidentiality of all Confidential Information and shall use such information solely to the extent necessary for the proper performance of the Services under this Agreement. The Reviewing Clinician shall not disclose, communicate or otherwise make available any Confidential Information to any third party except with MoleScan's prior written authorisation or where disclosure is required by Applicable Laws or a competent regulatory or judicial authority. The Reviewing Clinician shall implement and maintain appropriate administrative, organisational, physical and technical safeguards to protect Confidential Information against unauthorised or unlawful access, use, disclosure, alteration, loss, destruction or other compromise, shall access Patient Information only where reasonably necessary for the performance of the Services, and shall not download, copy, reproduce, export, retain, store or otherwise process Patient Information or any other Confidential Information outside the MoleScan Platform except where strictly necessary for the proper performance of the Services and expressly permitted by this Agreement or MoleScan's applicable policies. The Reviewing Clinician shall notify MoleScan without undue delay upon becoming aware of, or reasonably suspecting, any actual or potential unauthorised access, disclosure, loss, misuse or compromise of any Confidential Information and shall cooperate fully with MoleScan in the investigation, containment and remediation of any such incident.

10.3 Permitted Disclosure

Nothing in this Agreement prevents the Reviewing Clinician from disclosing Confidential Information where such disclosure is required by Applicable Laws, a court of competent jurisdiction or a statutory or regulatory authority. Where legally permissible, the Reviewing Clinician shall notify MoleScan in advance of any such disclosure to enable MoleScan to take appropriate protective measures.

10.4 Return and Destruction of Information

Upon termination of this Agreement, or at any time upon request by MoleScan, the Reviewing Clinician shall immediately cease using all Confidential Information and shall return or securely destroy all Confidential Information in their possession or control, except where retention is required by Applicable Laws. The Reviewing Clinician shall certify compliance with this clause if reasonably requested by MoleScan.

10.5 Continuing Obligation

The obligations contained within this clause shall survive termination or expiry of this Agreement and shall continue for so long as the relevant information remains confidential.

11. Data Protection

11.1 Controller Relationship

The Parties acknowledge and agree that, in relation to the provision of remote Clinical Assessments through the Platform:

(a) MoleScan determines the purposes and means of processing Patient Information undertaken through the Platform and acts as Data Controller for such processing; and

(b) the Reviewing Clinician processes Patient Information on behalf of MoleScan for the purpose of providing the Services under this Agreement, while exercising independent professional clinical judgement in relation to each Clinical Assessment.

The Reviewing Clinician shall not determine separate purposes for processing Patient Information received through the Platform unless expressly authorised or required by Applicable Laws.

11.2 Compliance with Data Protection Legislation

The Reviewing Clinician shall at all times comply with all applicable data protection, confidentiality and information governance laws, regulations and professional obligations, including the UK General Data Protection Regulation, the Data Protection Act 2018, the Common Law Duty of Confidentiality, and any applicable guidance, codes of practice or recommendations issued by the Information Commissioner's Office or any other competent regulatory authority. The Reviewing Clinician shall further comply with MoleScan's Privacy Notice, Information Governance Policies, Information Security Policies and any other lawful policies, procedures or documented instructions issued by MoleScan from time to time relating to the collection, access, use, disclosure, storage, retention, transfer or other processing of Patient Information and other Personal Data in connection with the Services.

11.3 Processing of Patient Information

The Reviewing Clinician shall:

(a) process Patient Information solely for the purpose of performing Clinical Assessments under this Agreement;

(b) access only the minimum Patient Information reasonably required to undertake each Clinical Assessment;

(c) ensure that Patient Information remains accurate, secure and confidential;

(d) not retain, reproduce or use Patient Information for any purpose outside the provision of the Services;

(e) not disclose Patient Information to any third party except where authorised by MoleScan or required by Applicable Laws;

(f) immediately notify MoleScan of any actual or suspected Personal Data Breach; and

(g) fully cooperate with MoleScan in responding to any data protection enquiry, complaint, investigation or regulatory request.

11.4 Security

The Reviewing Clinician shall implement and maintain appropriate technical and organisational measures to safeguard Patient Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access.

Without limitation, the Reviewing Clinician shall:

(a) use secure devices protected by appropriate authentication measures;

(b) maintain current security software and operating system updates;

(c) access the Platform only through authorised systems;

(d) maintain the confidentiality of login credentials;

(e) immediately report any suspected compromise of Platform security; and

(f) comply with all information security requirements notified by MoleScan.

11.5 Data Protection Assistance

The Reviewing Clinician shall provide MoleScan with such information, documentation, cooperation and assistance as MoleScan may reasonably require to enable it to comply with its obligations under applicable data protection, privacy and information governance legislation. Such assistance shall include, without limitation, responding to and facilitating the handling of data subject rights requests, supporting regulatory enquiries and investigations, responding to requests or investigations by the Information Commissioner's Office or any other competent regulatory authority, assisting with the investigation, management, containment and reporting of any actual or suspected Personal Data Breach, and cooperating with any audit, inspection or review relating to compliance with applicable data protection, privacy or information governance requirements.

12. Intellectual Property

12.1 Ownership

The Reviewing Clinician acknowledges and agrees that all Intellectual Property Rights in and relating to the MoleScan service are and shall remain the exclusive property of Dermme Health Ltd or its licensors. Nothing in this Agreement transfers any Intellectual Property Rights to the Reviewing Clinician except for the limited right to access and use the Platform solely for the performance of the Services during the term of this Agreement.

12.2 MoleScan Intellectual Property

Without limitation, the following shall remain the exclusive property of MoleScan:

(a) the Platform and all associated software;

(b) databases and system architecture;

(c) clinical workflows and operational methodologies;

(d) report templates, reporting formats and reporting structures;

(e) AI-Assisted Analysis systems, algorithms, workflows, models and associated technologies;

(f) Clinical Governance Policies, reporting standards, standard operating procedures and clinical protocols;

(g) logos, trade marks, service marks, trading names, branding and corporate identity;

(h) websites, mobile applications and digital content;

(i) user interfaces, graphics, designs and layouts;

(j) training materials, educational resources and competency documentation;

(k) manuals, documentation and operational guidance;

(l) business processes, commercial methodologies and know-how; and

(m) all enhancements, modifications, developments, updates and derivative works relating to any of the above.

12.3 Licence to Use

Subject to compliance with this Agreement, MoleScan grants the Reviewing Clinician a limited, non-exclusive, non-transferable and revocable licence to access and use the Platform solely for the purpose of providing the Services. The licence granted under this clause automatically terminates upon the termination or expiry of this Agreement.

12.4 Restrictions

The Reviewing Clinician shall not, whether directly or indirectly:

(a) copy, reproduce or distribute any part of the Platform;

(b) reverse engineer, decompile, disassemble or otherwise attempt to discover the underlying source code or architecture of the Platform;

(c) reproduce or adapt MoleScan’s clinical workflows, reporting templates or operational methodologies for use outside the Platform without MoleScan’s prior written consent;

(d) copy or reproduce Clinical Governance Policies, training materials or documentation other than as strictly necessary for the performance of the Services;

(e) remove, obscure or alter any copyright, trade mark or proprietary notices;

(f) permit any unauthorised person to access the Platform using their login credentials;

(g) use the Platform or MoleScan Intellectual Property for any purpose other than the performance of the Services; or

(h) assist any third party to replicate, compete with or otherwise exploit the MoleScan service using MoleScan's confidential information or Intellectual Property.

12.5 Feedback and Improvements

The Reviewing Clinician may from time to time provide suggestions, recommendations or feedback regarding improvements to the Platform or the Services. Unless otherwise agreed in writing, all Intellectual Property Rights arising from or relating to such feedback shall automatically vest in MoleScan without additional payment or compensation.

12.6 Clinical Content Licence

The Reviewing Clinician acknowledges that all Clinical Reports, clinical annotations, dermoscopic observations, clinical comments, management recommendations, risk classifications, educational notes and other clinical content created by the Reviewing Clinician in the course of providing the Services (the "Clinical Content") are produced exclusively for the purpose of delivering the MoleScan service. The Reviewing Clinician grants to MoleScan a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence to use, store, reproduce, display, adapt, transmit, distribute and retain the Clinical Content to the extent reasonably necessary for:

(a) providing and maintaining the MoleScan service;

(b) creating, storing and maintaining Patient clinical records;

(c) communicating Clinical Reports to Partner Clinics and Patients where appropriate;

(d) clinical governance, quality assurance, audit and peer review activities;

(e) responding to complaints, claims, legal proceedings and regulatory investigations;

(f) complying with Applicable Laws and regulatory obligations;

(g) service improvement, validation, testing and quality control;

(h) education and training, provided that any Patient Information has first been anonymised or otherwise processed in accordance with applicable data protection legislation;

(i) scientific research, publication and statistical analysis, provided that all Patient Information has been appropriately anonymised or lawfully processed in accordance with Applicable Laws; and

(j) developing, validating, improving and monitoring MoleScan's software, clinical workflows and AI-Assisted Analysis systems, provided that any use of Patient Information is undertaken in accordance with MoleScan's Privacy Notice, Applicable Laws and all relevant data protection legislation.

Nothing contained within this clause shall transfer or diminish the Reviewing Clinician's professional responsibility for the clinical opinions expressed within a Clinical Report, nor shall it affect the Reviewing Clinician's moral rights as the author of the Clinical Content to the extent such rights cannot lawfully be excluded. For the avoidance of doubt, all Clinical Content shall form part of MoleScan's clinical records and may be retained by MoleScan for the purposes set out in this Agreement notwithstanding the termination or expiry of this Agreement.

12.7 Continuing Protection

The obligations contained within this clause shall survive termination or expiry of this Agreement and shall continue for so long as the relevant Intellectual Property Rights remain in existence.

13. Conflicts of Interest

13.1 Duty to Declare Conflicts

The Reviewing Clinician shall act at all times with integrity, impartiality and independence in the provision of the Services. The Reviewing Clinician shall take all reasonable steps to identify, avoid and appropriately manage any actual, potential or perceived conflict of interest that may affect, or reasonably appear to affect, the proper performance of the Services or the exercise of independent professional judgement.

13.2 Disclosure of Interests

The Reviewing Clinician shall promptly disclose to MoleScan any actual or potential conflict of interest, including, without limitation:

(a) any financial interest in a Partner Clinic, healthcare provider, diagnostic service, treatment provider or other organisation connected with a Case submitted through the Platform;

(b) any commercial relationship which could reasonably influence, or be perceived as influencing, the Reviewing Clinician’s professional judgement;

(c) any personal relationship with a Patient, Partner Clinic, healthcare professional or other individual involved in a submitted Case;

(d) ownership, directorship, partnership or other significant interest in any clinic, medical practice or healthcare organisation that submits Cases to MoleScan;

(e) ownership, employment, consultancy or advisory roles with any organisation competing directly or indirectly with MoleScan; and

(f) any other circumstance which could reasonably give rise to an actual, potential or perceived conflict of interest.

13.3 Management of Conflicts

Where a conflict of interest exists, or MoleScan reasonably considers that one may exist, MoleScan may require the Reviewing Clinician to:

(a) decline or withdraw from the relevant Case;

(b) transfer the Case to another Reviewing Clinician;

(c) implement additional safeguards to ensure impartiality;

(d) make such declarations as MoleScan reasonably requires; or

(e) refrain from undertaking particular categories of Clinical Assessments where necessary to protect patient safety or maintain public confidence.

The Reviewing Clinician shall comply with any reasonable directions issued by MoleScan in relation to the management of conflicts of interest.

13.4 Continuing Obligation

The duty to disclose conflicts of interest is ongoing throughout the duration of this Agreement. The Reviewing Clinician shall immediately notify MoleScan upon becoming aware of any new circumstance which may give rise to a conflict of interest.

14. Fees

14.1 Fees

In consideration of the Services provided under this Agreement, MoleScan shall pay the Reviewing Clinician the fees specified in Schedule 1 (Fees and Payment Arrangements) or such other fees as may be agreed in writing between the Parties from time to time. Unless otherwise agreed, fees shall be calculated on a per Case basis rather than per lesion or per Clinical Report. No payment shall become due in respect of any Case that has not been completed in accordance with this Agreement and MoleScan’s Clinical Governance Policies.

14.2 Invoicing

Unless otherwise agreed in writing, the Reviewing Clinician shall submit invoices to MoleScan in the manner and at the intervals specified in Schedule 1. Each invoice shall include sufficient information to enable MoleScan to verify the Clinical Assessments performed during the relevant billing period. MoleScan reserves the right to request clarification or supporting information where reasonably necessary before processing payment.

14.3 Payment

Subject to receipt of a valid invoice and verification of the relevant Clinical Assessments, MoleScan shall pay undisputed invoices within the payment period specified in Schedule 1. MoleScan may withhold payment of any disputed amount until the relevant dispute has been resolved in accordance with this Agreement. The withholding of a disputed amount shall not affect MoleScan’s obligation to pay any undisputed sums.

14.4 Taxes

The Reviewing Clinician acknowledges that they are engaged as an independent self-employed contractor.

The Reviewing Clinician acknowledges and agrees that they are engaged as an independent contractor and shall be solely responsible for the calculation, declaration and payment of all taxation and statutory liabilities arising from or in connection with any fees or other payments received under this Agreement, including, without limitation, income tax, National Insurance contributions, Value Added Tax (where applicable), pension contributions and any other taxes, duties, levies, contributions or statutory obligations imposed by any competent taxation or governmental authority. The Reviewing Clinician shall indemnify and keep indemnified MoleScan against any liability, interest, penalties, costs or expenses arising from any failure by the Reviewing Clinician to comply with such obligations, except to the extent that such liability arises directly from MoleScan's own default or breach of Applicable Laws.

14.5 No Employment Benefits

The Reviewing Clinician acknowledges and agrees that nothing in this Agreement shall create or be deemed to create any relationship of employer and employee, worker, agency, partnership or joint venture between the Parties. The Reviewing Clinician is engaged by MoleScan as an independent self-employed contractor and shall not be entitled to any employment, worker or worker-like rights, protections or benefits arising by virtue of this Agreement, including, without limitation, paid annual leave, statutory or contractual sick pay, maternity, paternity, adoption or shared parental pay or leave, employer pension contributions, redundancy payments, notice pay, participation in any employee bonus, incentive or benefit scheme operated by MoleScan, or any other employment-related right, entitlement or benefit whether arising under statute, common law or otherwise.

14.6 Set-Off

MoleScan may deduct from any sums due to the Reviewing Clinician any amount lawfully owed by the Reviewing Clinician to MoleScan under this Agreement, provided that MoleScan has first notified the Reviewing Clinician of the basis for such deduction.

14.7 Schedule 1 – Fees and Payment Arrangements

The Parties acknowledge that the fees payable under this Agreement, together with the applicable payment arrangements, are set out in Schedule 1 (Fees and Payment Arrangements). MoleScan may review and amend Schedule 1 from time to time to reflect changes in the Services, operational requirements, market conditions or commercial arrangements. MoleScan shall provide the Reviewing Clinician with not less than thirty (30) days' written notice of any proposed amendment to Schedule 1. Where the Reviewing Clinician does not accept the revised fees or payment arrangements, the Reviewing Clinician may terminate this Agreement by giving written notice to MoleScan, provided that such notice expires before the revised Schedule 1 takes effect. Where the Reviewing Clinician continues to provide the Services after the effective date of the revised Schedule 1, the Reviewing Clinician shall be deemed to have accepted the revised fees and payment arrangements. No amendment to Schedule 1 shall affect fees properly accrued in respect of Clinical Assessments completed before the effective date of the relevant amendment.

15. Insurance

15.1 Professional Indemnity

The Reviewing Clinician shall maintain throughout the duration of this Agreement appropriate and adequate medical indemnity insurance with a recognised medical defence organisation or insurer authorised to provide such cover. The insurance shall provide cover appropriate to the nature and scope of the Services performed under this Agreement. The Reviewing Clinician shall provide evidence of such insurance upon request by MoleScan.

15.2 Public Liability Insurance

Where the Reviewing Clinician undertakes any activities requiring public liability insurance in connection with the Services, the Reviewing Clinician shall maintain appropriate public liability insurance with a reputable insurer for the duration of this Agreement. Evidence of such insurance shall be provided to MoleScan upon request.

15.3 Cyber Liability Insurance

MoleScan recommends that the Reviewing Clinician maintains appropriate cyber liability or cyber risk insurance covering, where reasonably available, liabilities arising from cyber incidents, information security events and unauthorised access to electronic systems. Nothing in this Agreement

shall require the Reviewing Clinician to obtain such insurance unless specifically agreed in writing between the Parties.

15.4 Notification

The Reviewing Clinician shall immediately notify MoleScan of:

(a) any cancellation, suspension or material reduction in insurance cover;

(b) any refusal by an insurer to renew a relevant policy;

(c) any material claim which may reasonably affect continued insurance cover; or

(d) any circumstance likely to invalidate or materially prejudice the Reviewing Clinician's insurance arrangements.

15.5 Failure to Maintain Insurance

Failure by the Reviewing Clinician to maintain the insurance required under this Agreement shall constitute a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement by MoleScan without prejudice to any other rights or remedies available to MoleScan.

16. Suspension

16.1 Right to Suspend

Without prejudice to any other rights or remedies available to MoleScan, MoleScan may immediately suspend the Reviewing Clinician, in whole or in part, from undertaking further Clinical Assessments where MoleScan reasonably considers that suspension is necessary to protect patient safety, maintain clinical standards or safeguard the integrity of the MoleScan service.

16.2 Grounds for Suspension

Without limitation, MoleScan may suspend the Reviewing Clinician where:

(a) there are reasonable concerns regarding unsafe clinical practice;

(b) the quality of Clinical Reports consistently falls below the standards required under this Agreement or the Clinical Governance Policies;

(c) repeated complaints are received concerning the Reviewing Clinician's professional conduct or Clinical Reports;

(d) MoleScan reasonably considers that patient safety may be compromised;

(e) the Reviewing Clinician becomes subject to a GMC investigation, interim order or fitness to practise proceedings which may reasonably affect their ability to perform the Services;

(f) there is an actual or suspected breach of confidentiality or data protection obligations;

(g) the Reviewing Clinician repeatedly fails to comply with agreed Clinical Assessment turnaround times without reasonable justification;

(h) the Reviewing Clinician fails to maintain the professional registration, qualifications or insurance required under this Agreement;

(i) the Reviewing Clinician commits any material breach of this Agreement; or

(j) MoleScan otherwise reasonably considers suspension necessary pending investigation of any matter affecting patient safety, clinical governance or the reputation of MoleScan.

16.3 Effect of Suspension

During any period of suspension:

(a) MoleScan may immediately suspend the Reviewing Clinician's access to the Platform;

(b) no further Cases shall be allocated to the Reviewing Clinician;

(c) the Reviewing Clinician shall cooperate fully with any investigation undertaken by MoleScan; and

(d) MoleScan may reallocate outstanding Cases where necessary to protect patient safety or maintain service delivery.

Suspension shall not, of itself, constitute termination of this Agreement.

17. Complaints

17.1 Cooperation

The Reviewing Clinician shall cooperate fully with MoleScan in relation to any complaint, claim, concern, incident investigation, regulatory enquiry or legal proceedings relating to the Services.

17.2 Assistance

Without limitation, the Reviewing Clinician shall:

(a) respond promptly to all reasonable requests for information;

(b) provide written statements where reasonably requested;

(c) make themselves available for interviews, meetings or discussions;

(d) provide copies of any relevant documentation in their possession;

(e) cooperate with internal investigations, clinical governance reviews and complaint handling procedures;

(f) assist MoleScan in responding to enquiries from regulators, professional bodies or legal representatives; and

(g) take part in any learning or quality improvement activities arising from the investigation where reasonably requested.

17.3 Timescales

The Reviewing Clinician shall respond to any reasonable request made under this Clause within the timescale specified by MoleScan, having regard to the urgency of the matter.

18. Limitation of Liability

18.1 Clinical Responsibility

The Reviewing Clinician acknowledges and agrees that they remain solely responsible for the professional opinions, clinical assessments, diagnoses, recommendations and Clinical Reports prepared by them. Nothing within the Platform, including AI-Assisted Analysis, reporting templates or Clinical Governance Policies, shall diminish the Reviewing Clinician's professional responsibility for the exercise of their independent clinical judgement.

18.2 MoleScan's Liability

Nothing in this Agreement shall exclude or limit MoleScan's liability where such limitation is prohibited by Applicable Laws. Subject to the foregoing, MoleScan shall not be liable for any loss, damage, claim, liability, cost or expense arising directly or indirectly from:

(a) the Reviewing Clinician's clinical judgement;

(b) any diagnosis, recommendation or management plan contained within a Clinical Report;

(c) the Reviewing Clinician's breach of professional obligations;

(d) any act or omission of the Reviewing Clinician; or

(e) the Reviewing Clinician's failure to comply with this Agreement or Applicable Laws.

18.3 Exclusion of Indirect Loss

To the fullest extent permitted by law, MoleScan shall not be liable to the Reviewing Clinician for any indirect or consequential loss, loss of profits, loss of business, loss of reputation or loss of opportunity arising under or in connection with this Agreement.

18.4 Nothing Excluded

Nothing in this Agreement shall operate to exclude or limit the liability of either Party for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded, restricted or limited under Applicable Laws.

19. Termination

19.1 Termination Without Cause

Either Party may terminate this Agreement at any time by giving not less than one (1) month's written notice to the other Party.

19.2 Immediate Termination

MoleScan may terminate this Agreement immediately by written notice where the Reviewing Clinician:

(a) ceases to hold valid GMC registration;

(b) ceases to hold a valid licence to practise;

(c) fails to maintain appropriate professional indemnity insurance;

(d) commits serious professional misconduct;

(e) is convicted of a criminal offence which MoleScan reasonably considers may affect their suitability to perform the Services;

(f) commits fraud, dishonesty or deliberate misrepresentation;

(g) commits a serious breach of confidentiality or data protection legislation;

(h) repeatedly produces Clinical Reports falling materially below the required professional standards;

(i) repeatedly fails to comply with Clinical Governance Policies or service standards;

(j) repeatedly fails to meet agreed turnaround times without reasonable justification;

(k) commits any material breach of this Agreement which is incapable of remedy; or

(l) commits a remediable breach which has not been remedied within fourteen (14) days after written notice requiring its remedy.

19.3 Consequences of Termination

Upon termination:

(a) all rights to access the Platform shall immediately cease;

(b) the Reviewing Clinician shall immediately cease representing themselves as acting on behalf of MoleScan;

(c) all Confidential Information shall be returned or securely destroyed in accordance with this Agreement;

(d) all outstanding Clinical Assessments shall be transferred in accordance with MoleScan's directions; and

(e) termination shall not affect any accrued rights or obligations existing prior to termination.

20. Post-Termination Restrictions

20.1 Protection of Legitimate Business Interests

The Reviewing Clinician acknowledges that the restrictions contained within this Clause are reasonable and necessary to protect MoleScan's Confidential Information, Intellectual Property Rights, goodwill and legitimate business interests.

20.2 Clinical Workflows

The Reviewing Clinician shall not, at any time during or after the termination of this Agreement, directly or indirectly copy, reproduce, adapt, reverse engineer, modify, disclose, distribute, exploit or otherwise use, for their own benefit or for the benefit of any third party, any of MoleScan's Intellectual Property, Confidential Information, clinical workflows, reporting methodologies, clinical protocols, operational processes, AI-assisted reporting systems, report templates, software functionality, documentation, training materials, know-how or business methods, except as strictly necessary for the performance of this Agreement and with MoleScan's prior written consent.

20.3 Documentation

The Reviewing Clinician shall not copy, reproduce, distribute or use MoleScan's Clinical Governance Policies, report templates, training materials, standard operating procedures or documentation outside the performance of the Services without MoleScan's prior written consent.

20.4 Non-Solicitation

The Reviewing Clinician shall not, at any time during or after the termination of this Agreement, directly or indirectly use or exploit MoleScan's Confidential Information, including its Partner Clinic relationships, customer lists, commercial information, pricing, business contacts, referral network or other proprietary business information, for the purpose of soliciting, diverting or attempting to divert any Partner Clinic, employee, contractor or business relationship away from MoleScan.

Nothing in this Clause shall prevent the Reviewing Clinician from accepting unsolicited approaches, continuing their general medical practice, or providing services where a Partner Clinic independently approaches or engages the Reviewing Clinician without any solicitation or use of MoleScan's Confidential Information.

The Reviewing Clinician shall not, at any time during or after the termination of this Agreement, directly or indirectly circumvent MoleScan by using knowledge, contacts or Confidential Information obtained through their engagement with MoleScan to establish direct commercial relationships with Partner Clinics introduced by MoleScan or otherwise interfere with MoleScan's business relationships or referral network. This restriction shall not prevent a Partner Clinic from independently engaging the Reviewing Clinician where no solicitation, inducement or use of MoleScan's Confidential Information has occurred.

20.5 Representation

Following termination, the Reviewing Clinician shall not represent or imply that they are authorised to act for, represent or provide services on behalf of MoleScan.

21. General Provisions

21.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and understandings relating to its subject matter.

21.2 Variation

No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of both Parties, save where this Agreement expressly permits MoleScan to amend schedules, policies or operational procedures.

21.3 Assignment

The Reviewing Clinician shall not assign, transfer or subcontract any rights or obligations under this Agreement without MoleScan's prior written consent. MoleScan may assign or transfer this Agreement to any member of its corporate group or any successor to its business.

21.4 Waiver

No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

21.5 Severance

If any provision of this Agreement is held to be unlawful, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21.6 Notices

Any notice given under this Agreement shall be in writing and shall be deemed received:

(a) if delivered by hand, upon delivery;

(b) if sent by first-class post, two (2) Business Days after posting; or

(c) if sent by email, at 9.00 a.m. on the next Business Day following transmission, provided no delivery failure notice has been received.

(d) by publication or communication through the MoleScan Platform, including where this Agreement, any updated version of this Agreement, policies, clinical governance documents, operational requirements, notices or other communications are made available to the Reviewing Clinician through their MoleScan user account or presented during login, registration or continued use of the Platform. Such notice shall be deemed received immediately upon being made available through the Platform or, where the Reviewing Clinician is required to acknowledge or accept the relevant document or update before continuing to use the Platform, upon such acknowledgement or acceptance.

The Reviewing Clinician acknowledges and agrees that acceptance of this Agreement, or any amendment, update or replacement to it, by selecting an electronic acceptance mechanism (including clicking "I Accept", "Agree", or any similar confirmation) through the MoleScan Platform shall constitute a legally binding acceptance of the relevant terms and shall have the same force and effect as a handwritten signature.

21.7 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement arising from circumstances beyond its reasonable control.

21.8 Third Party Rights

A person who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21.9 Governing Law

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

21.10 Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Schedule 1 – Fees and Payment Arrangements

The following fees and payment arrangements shall apply unless otherwise agreed in writing between the Parties.

1. Clinical Assessment Fees

The Reviewing Clinician shall be paid the fees notified by MoleScan from time to time for each completed Clinical Assessment undertaken in accordance with this Agreement. Unless otherwise agreed in writing, fees shall be calculated on a per Case basis and shall not vary according to the number of lesions assessed or Clinical Reports produced within that Case.

2. Completed Cases

A Case shall be deemed to have been completed only when the Reviewing Clinician has personally reviewed all clinical information and supporting material made available through the MoleScan Platform, completed the Clinical Assessment in accordance with this Agreement, finalised the Clinical Report and successfully submitted the Clinical Report through the Platform. No fee, payment or other remuneration shall become due or payable in respect of any Case unless and until the Case has been completed in accordance with this Agreement. For the avoidance of doubt, no fee shall be payable where the Clinical Assessment or Clinical Report has not been completed in accordance with the requirements of this Agreement, or where the Case is reassigned to another Reviewing Clinician before completion for any reason.

3. Payment Frequency

Payments shall ordinarily be made on a monthly basis in arrears unless otherwise agreed in writing.

4. Invoices

Where invoices are required, the Reviewing Clinician shall submit a valid invoice in the form reasonably specified by MoleScan.

5. Payment Method

Payments shall be made by electronic bank transfer to the bank account nominated by the Reviewing Clinician.

6. Taxation

All fees are exclusive of Value Added Tax unless expressly stated otherwise. The Reviewing Clinician shall remain solely responsible for all taxation and statutory liabilities arising from payments made under this Agreement.

7. Review of Fees

MoleScan reserves the right to review the fees payable under this Schedule from time to time in accordance with Clause 14.7 of this Agreement.

Schedule 2 – Clinical Assessment Protocol

1. Purpose

1.1 This Clinical Assessment Protocol forms part of the Clinical Services Agreement between Dermme Health Ltd trading as MoleScan ("MoleScan") and the Reviewing Clinician.

1.2 The purpose of this Protocol is to establish the minimum clinical standards to be followed by all Reviewing Clinicians undertaking remote dermatological assessments through the MoleScan Platform.

1.3 This Protocol shall be read in conjunction with the Agreement, the Report Writing Standards, the Clinical Governance Policies and all other MoleScan clinical policies issued from time to time.

1.4 The Reviewing Clinician shall comply with this Protocol unless departure from it is clinically justified in the interests of patient safety. Any such departure shall be appropriately documented within the Clinical Report.

2. Principles of Clinical Assessment

2.1 The Reviewing Clinician shall exercise independent professional judgement in every Clinical Assessment.

2.2 Patient safety shall take precedence over all operational, administrative and commercial considerations.

2.3 Clinical Assessments shall be undertaken objectively, consistently and without bias.

2.4 The Reviewing Clinician shall recognise the inherent limitations of remote dermatological assessment and shall ensure that such limitations are reflected within their clinical decision-making.

2.5 AI-Assisted Analysis shall be regarded solely as a clinical decision-support tool and shall never replace the Reviewing Clinician's own professional judgement.

2.6 Every Clinical Assessment shall be capable of withstanding independent peer review and professional scrutiny.

3. Case Allocation and Ownership

3.1 Cases shall be allocated through the Platform.

3.2 Once the Reviewing Clinician opens, accepts or otherwise commences review of a Case, responsibility for that Case shall immediately pass to that Reviewing Clinician.

3.3 The Reviewing Clinician shall complete the Clinical Assessment and submit the Clinical Report before opening, accepting or commencing another Case.

3.4 The Reviewing Clinician shall not intentionally leave Cases incomplete whilst progressing subsequent Cases.

3.5 A Case may only be reassigned where MoleScan has authorised such reassignment, where the Reviewing Clinician becomes unexpectedly unavailable to complete the Clinical Assessment, where a

technical failure prevents the assessment from being completed, where the Reviewing Clinician identifies an actual or potential conflict of interest which may impair their ability to provide an independent and objective Clinical Assessment, or where MoleScan reasonably determines that reassignment is necessary in the interests of patient safety, clinical governance, regulatory compliance or the continuity of the Services.3.6 Where a Case is reassigned, the Reviewing Clinician shall notify MoleScan immediately and provide sufficient information to facilitate continuity of care.

4. Information to be Reviewed

4.1 Before reaching any clinical opinion, the Reviewing Clinician shall review all information available within the Platform relevant to the Case.

4.2 The Reviewing Clinician shall consider all clinical information and supporting material made available through the Platform, including, where available, the Patient's demographic details, presenting complaint, relevant medical history, relevant dermatological history, relevant family history, current medication, previous history of skin cancer, relevant clinical risk factors, submitted clinical photographs, distance photographs, close-up clinical photographs, dry polarised dermoscopic images, wet polarised dermoscopic images, non-polarised dermoscopic images, details of any previous MoleScan submissions relating to the relevant lesion, together with any additional clinical information or supporting documentation provided by the Partner Clinic.4.3 The Reviewing Clinician shall ensure that all relevant information has been considered before finalising the Clinical Report.

5. Assessment of Image Quality

5.1 The Reviewing Clinician shall assess whether the submitted images are of sufficient quality to permit a safe Clinical Assessment.

5.2 In assessing the adequacy and suitability of the submitted images, the Reviewing Clinician shall have particular regard to the quality of the images, including their focus, lighting, resolution, positioning of the lesion, visibility of the lesion margins, the presence of any artefacts or visual obstructions, dermoscopic clarity, image orientation and the completeness of the image set submitted for assessment.5.3 Where image quality is insufficient, the Reviewing Clinician shall not speculate or provide an unsupported opinion.

5.4 Where the Reviewing Clinician reasonably considers that the information or images submitted are insufficient to enable a safe and reliable Clinical Assessment, or that further clarification is otherwise required, the Reviewing Clinician may request repeat clinical photographs, repeat dermoscopic images, additional clinical information or, where clinically appropriate, recommend that the Patient undergo an in-person clinical assessment by an appropriately qualified healthcare professional.

6. Clinical Assessment

6.1 The Reviewing Clinician shall assess each lesion using accepted principles of clinical dermatology and dermoscopy.

6.2 In carrying out the Clinical Assessment, the Reviewing Clinician shall consider all clinically relevant information available, including the morphology of the lesion, its colour, symmetry, border characteristics, anatomical site, any known evolution or change over time, dermoscopic structures, vascular patterns, pigmentation, the presence of ulceration, scale or inflammation, any additional clinical history provided, and all other findings which the Reviewing Clinician reasonably considers relevant to the assessment and formulation of their clinical opinion.6.3 The Reviewing Clinician shall formulate an independent professional opinion based upon the entirety of the available clinical information.

7. Clinical Decision-Making

7.1 Every Clinical Assessment shall be undertaken having regard to the clinical history submitted, the clinical photographs and dermoscopic images provided, recognised dermoscopic criteria, accepted standards of clinical practice, any applicable national guidance, and the Reviewing Clinician's own independent professional knowledge, skill, experience and clinical judgement.7.2 The Reviewing Clinician shall avoid making assumptions where the available information is incomplete.

7.3 Where uncertainty exists, the Reviewing Clinician shall adopt the safer clinical management option.

8. AI-Assisted Analysis

8.1 The Reviewing Clinician shall review any AI-Assisted Analysis generated by the Platform as part of the Clinical Assessment.

8.2 The Reviewing Clinician shall independently determine, using their own professional judgement, whether they:

(a) agree with the AI-Assisted Analysis;

(b) partially agree with the AI-Assisted Analysis; or

(c) disagree with the AI-Assisted Analysis.

Where required by the Platform, the Reviewing Clinician shall record their decision before the Clinical Report can be finalised.

8.3 AI-Assisted Analysis is provided solely as an internal clinical decision-support tool intended to assist the Reviewing Clinician during the assessment process. The Reviewing Clinician shall not regard AI-Assisted Analysis as a diagnosis, clinical opinion or management recommendation and shall not allow it to replace or override their own independent professional judgement.

8.4 The Reviewing Clinician shall critically evaluate all AI-generated outputs against the submitted clinical history, clinical photographs, dermoscopic images, recognised dermoscopic criteria and accepted clinical practice before reaching any clinical conclusion.

8.5 The Reviewing Clinician shall remain solely responsible for every Clinical Report, including all clinical opinions, risk classifications, management recommendations and safety-netting advice issued under their name.

8.6 Unless expressly authorised in writing by MoleScan or incorporated into MoleScan's approved clinical reporting workflow, the Reviewing Clinician shall not disclose, reproduce, communicate, refer to or otherwise incorporate any AI-Assisted Analysis, AI-generated confidence scores, AI-generated differential diagnoses or any other AI-generated outputs in any Clinical Report, correspondence or communication with the Partner Clinic, the Patient or any third-party healthcare professional, or in any other record, document or communication relating to the Case. The Clinical Report shall reflect solely the Reviewing Clinician’s own independent clinical assessment and professional opinion.

8.7 The Reviewing Clinician shall not copy, reproduce or adopt AI-generated wording verbatim within the Clinical Report without first independently verifying that such wording accurately reflects their own professional opinion and is clinically appropriate in the context of the Case.

8.8 MoleScan reserves the right to amend or modify its AI-Assisted Analysis systems, algorithms, workflows and reporting processes from time to time. Such changes shall not affect the Reviewing Clinician's obligation to exercise independent professional judgement in every Clinical Assessment.

8.9 Protection of AI-Assisted Analysis

The Reviewing Clinician acknowledges that the AI-Assisted Analysis, including all underlying algorithms, models, workflows, outputs, confidence scores, prioritisation methods and associated technologies, forms part of MoleScan's confidential information and Intellectual Property Rights. Accordingly, the Reviewing Clinician shall not, whether directly or indirectly:

(a) use, reproduce, extract, copy, record or retain AI-Assisted Analysis or AI-generated outputs for any purpose other than performing the Services under this Agreement;

(b) use AI-Assisted Analysis or any AI-generated outputs to train, validate, benchmark, calibrate, improve or otherwise develop any third-party artificial intelligence system, machine learning model, software application or competing product;

(c) disclose AI-Assisted Analysis or AI-generated outputs to any third party except where expressly authorised in writing by MoleScan or required by Applicable Laws;

(d) reverse engineer, analyse or attempt to determine the operation, methodology, logic or functioning of MoleScan's AI-Assisted Analysis systems; or

(e) knowingly assist any third party in undertaking any activity prohibited by this Clause.

For the avoidance of doubt, nothing in this Clause shall prevent the Reviewing Clinician from exercising their own independent clinical judgement, applying their professional knowledge or relying upon their personal clinical experience gained through undertaking Clinical Assessments under this Agreement, provided that no Confidential Information or Intellectual Property belonging to MoleScan is disclosed or used in breach of this Agreement.

9. Recognition of Clinical Limitations

9.1 The Reviewing Clinician acknowledges that remote dermatological assessment has inherent limitations.

9.2 Without limitation, the inherent limitations of a remote Clinical Assessment include the inability to perform palpation, examine the Patient's entire skin, assess lesion texture or directly evaluate the Patient's symptoms, together with the possibility of an incomplete clinical history, variable image quality and any other limitations inherent in the provision of a remote dermatological assessment.

9.3 These limitations shall be considered when formulating management recommendations.

10. Escalation

10.1 Where the Reviewing Clinician identifies features suggestive of melanoma or another potentially serious skin condition requiring urgent assessment, the Clinical Report shall clearly state the urgency of referral.

10.2 Where immediate medical assessment is considered necessary, the Reviewing Clinician shall notify MoleScan in accordance with the Clinical Governance Policies.

11. Completion of Assessment

11.1 Before submitting a Clinical Report, the Reviewing Clinician shall satisfy themselves that all information and supporting material submitted in relation to the Case has been appropriately reviewed, that the Clinical Report accurately reflects their independent professional opinion, that any AI-Assisted Analysis has been appropriately considered in accordance with this Agreement, that the assigned clinical risk category is consistent with the accompanying narrative and clinical findings, that the management recommendations are clinically appropriate and proportionate to those findings, that appropriate safety-netting advice has been included where relevant, and that the Clinical Report complies in all respects with MoleScan's applicable Report Writing Standards.

12. Continuous Compliance

12.1 The Reviewing Clinician shall comply with this Protocol at all times during the provision of the Services.

12.2 MoleScan may amend this Protocol from time to time in order to reflect developments in clinical practice, regulatory requirements, technological advances, patient safety initiatives or service improvements.

12.3 The Reviewing Clinician shall comply with any updated version of this Protocol following notification by MoleScan, provided that such amendments do not require the Reviewing Clinician to act contrary to Applicable Laws or their professional obligations.

Schedule 3 – Report Writing Standards

1. Purpose and Scope

1.1 Purpose

This Schedule forms part of the Clinical Services Agreement between Dermme Health Ltd trading as MoleScan (“MoleScan”) and the Reviewing Clinician. The purpose of these Report Writing Standards is to establish a consistent, objective and clinically robust approach to the preparation of all Clinical Reports generated through the MoleScan Platform.

The Report Writing Standards are intended to promote patient safety, ensure consistency in Clinical Assessments and reporting between Reviewing Clinicians, support high-quality clinical decision-making, facilitate effective clinical governance, quality assurance, audit and peer review, minimise unnecessary variation in reporting standards, and ensure that every Clinical Report is prepared to a standard capable of withstanding professional, regulatory and medico-legal scrutiny.1.2 Scope

The Report Writing Standards shall apply to every Clinical Report prepared through the MoleScan Platform, irrespective of the type or anatomical location of the lesion, the Patient's age, the complexity of the Case, the identity of the Reviewing Clinician or whether any AI-Assisted Analysis has been generated. Compliance with the Report Writing Standards shall be in addition to, and shall not limit or replace, any other obligation imposed upon the Reviewing Clinician under this Agreement, applicable law, professional standards or regulatory requirements.

2. General Reporting Principles

2.1 Independent Professional Opinion

Every Clinical Report shall represent the Reviewing Clinician's own independent professional opinion and shall be based solely upon the clinical information and supporting material submitted through the Platform, accepted principles of clinical dermatology and dermoscopy, applicable professional standards and recognised clinical guidance, together with the Reviewing Clinician's own professional knowledge, experience and independent clinical judgement.

2.2 Objectivity

Clinical Reports shall remain objective and evidence-based. The Reviewing Clinician shall avoid speculation, unsupported assumptions and language that cannot reasonably be supported by the available clinical information.

2.3 Professional Standard

Clinical Reports shall be prepared with the same degree of care, professionalism and attention to detail as would reasonably be expected in any specialist dermatology or skin lesion assessment service.

2.4 Patient Safety

Where uncertainty exists, the Reviewing Clinician shall adopt the management recommendation that best protects patient safety.

3. Professional Standards of Report Writing

3.1 Quality

Every Clinical Report shall be prepared to a professional standard and shall be accurate, clinically relevant, concise, objective, logically structured, grammatically correct, clearly expressed and free from ambiguous, misleading or inappropriate language, so as to ensure that the Clinical Report is readily understood by the intended recipient and accurately communicates the Reviewing Clinician's clinical opinion and recommendations.

3.2 Language

Reports shall use professional medical terminology appropriate for communication with healthcare professionals. Unnecessary jargon, colloquial expressions and subjective comments shall be avoided.

3.3 Consistency

The terminology used throughout the Clinical Report shall remain internally consistent. Descriptions, risk classification and management recommendations shall not contradict one another.

4. Case Ownership and Completion

4.1 Case Ownership

Upon opening or accepting a Case, responsibility for that Case immediately transfers to the reviewing Clinician.

4.2 Completion Before Progression

The Reviewing Clinician shall complete the Clinical Assessment and submit the Clinical Report before opening, accepting or commencing another Case. The Reviewing Clinician shall not intentionally leave incomplete Cases whilst progressing subsequent Cases.

4.3 Exceptions

A Case may only remain incomplete where additional clinical information or repeat imaging has been requested from the Partner Clinic, where MoleScan has authorised the reassignment of the Case, where completion of the Clinical Assessment is prevented by a technical failure, or where another exceptional circumstance exists which, in MoleScan's reasonable opinion, justifies the Case remaining incomplete and has been approved by MoleScan.

5. Review of Clinical Information

5.1 Minimum Review Requirement

Before completing a Clinical Report, the Reviewing Clinician shall review every item of clinical information available within the Platform.

5.2 Clinical Material

Where available, the Reviewing Clinician shall take into account all clinical information and supporting material provided in relation to the Case, including the Patient's medical and clinical history, presenting complaint, submitted clinical photographs, dermoscopic images, details of any previous MoleScan submissions relating to the Patient or the relevant lesion, any supporting documentation, and any additional clinical information supplied by the Partner Clinic.

5.3 Image Quality

The Reviewing Clinician shall assess whether the submitted images are adequate for safe interpretation. Where image quality is inadequate, the Reviewing Clinician shall request further images or recommend an in-person assessment. The Reviewing Clinician shall not speculate where the available information is insufficient.

6. Review of AI-Assisted Analysis

6.1 Mandatory Review

Where AI-Assisted Analysis is available, the Reviewing Clinician shall review every AI-generated output before finalising the Clinical Report.

6.2 Mandatory Decision

The Reviewing Clinician shall record, within the Platform, whether they:

(a) agree;

(b) partially agree; or

(c) disagree

with the AI-Assisted Analysis.

The Reviewing Clinician shall not bypass this requirement where completion of such review is supported by the Platform.

6.3 Independent Assessment

The Reviewing Clinician shall independently verify every AI-generated finding before incorporating any aspect of it into their own clinical reasoning.

6.4 AI Does Not Replace Clinical Judgement

The Reviewing Clinician shall never rely solely upon AI-Assisted Analysis when preparing a Clinical Report. AI shall remain an internal clinical decision-support tool only.

7. Independent Clinical Judgement

7.1 Sole Responsibility

The Reviewing Clinician remains solely responsible for every Clinical Report issued under their name.

7.2 Professional Independence

The Reviewing Clinician shall ensure that every Clinical Report is prepared independently and objectively and is not influenced by any AI-generated output, commercial consideration, anticipated workload, Patient expectation, Partner Clinic preference, or any other factor unrelated to the proper exercise of the Reviewing Clinician's independent professional judgement and clinical assessment.

7.3 Clinical Confidence

Where clinical uncertainty exists, this uncertainty shall be appropriately reflected within the Clinical Report. The Reviewing Clinician shall not overstate the certainty of their opinion.

8. Clinical Reasoning

8.1 Mandatory Clinical Reasoning

Every Clinical Report shall contain sufficient clinical reasoning to explain how the Reviewing Clinician reached their opinion.

8.2 Supporting Findings

Management recommendations shall be supported by appropriate reference to the relevant clinical and dermoscopic findings.

8.3 Significant Findings

The Reviewing Clinician shall identify significant positive findings together with any clinically important negative findings where relevant.

8.4 Evidence-Based Recommendations

Recommendations shall be proportionate to the findings documented within the Clinical Report.

9. Diagnostic Language and Terminology

9.1 Nature of MoleScan Reports

The Reviewing Clinician acknowledges that MoleScan provides remote clinical assessments based solely upon the information submitted through the Platform. Accordingly, Clinical Reports shall provide an expert clinical opinion and management recommendation rather than a definitive diagnosis.

9.2 Appropriate Language

Where clinically appropriate, the Reviewing Clinician should use language such as:

* “Features are most consistent with…”

* “Appear suggestive of…”

* “The lesion demonstrates features compatible with…”

* “The findings raise suspicion of…”

* “Clinical correlation is recommended.”

* “An in-person assessment is advised.”

* “Histopathological examination may be required for definitive diagnosis.”

9.3 Definitive Diagnoses

Except where clinically unavoidable, the Reviewing Clinician shall avoid stating that a lesion is a specific diagnosis. Clinical Reports shall not state or imply absolute diagnostic certainty where such certainty cannot reasonably be achieved through remote assessment.

9.4 Absolute Reassurance

The Reviewing Clinician shall avoid wording such as:

* “This lesion is definitely benign.”

* “This is definitely not cancer.”

* “No further assessment is ever required.”

Instead, the Clinical Report shall accurately reflect both the Reviewing Clinician’s opinion and the recognised limitations of remote dermatological assessment.

9.5 Professional Terminology

The Reviewing Clinician shall use terminology that is clinically appropriate, objective and consistent with accepted dermatological practice. Language likely to mislead, alarm or provide false reassurance shall be avoided.

10. Risk Classification Standards

10.1 General Principles

The Reviewing Clinician shall assign an appropriate MoleScan risk classification to every Clinical Report. The assigned risk classification shall accurately reflect the Reviewing Clinician’s overall clinical assessment and professional judgement based upon the information available at the time of reporting.

10.2 Consistency

The clinical risk classification assigned by the Reviewing Clinician shall be consistent with the Patient's history, the clinical and dermoscopic findings, the narrative contained within the Clinical Report, the recommended management plan, and the Reviewing Clinician's overall independent clinical opinion, and shall accurately reflect the level of clinical concern identified following completion of the Clinical Assessment.

10.3 Clinical Judgement

The Reviewing Clinician shall not assign, amend or otherwise alter the clinical risk classification solely by reason of any AI-Assisted Analysis, Patient expectation, request or preference of the Partner Clinic, commercial consideration, anticipated Patient anxiety or any other non-clinical factor. The clinical risk classification shall at all times reflect the Reviewing Clinician's own independent professional judgement, based upon the available clinical information, the findings of the Clinical Assessment and accepted standards of clinical practice.

11. Management Recommendations

11.1 General Principles

Management recommendations shall be clear, proportionate, clinically justified and consistent with the findings documented within the Clinical Report. The Reviewing Clinician shall ensure that every recommendation reflects the level of clinical concern identified during the Clinical Assessment.

11.2 Clarity

The management recommendations contained within the Clinical Report shall clearly and accurately communicate the recommended next steps, the appropriate level of clinical urgency, whether monitoring or repeat assessment is considered appropriate, whether referral to the Patient's General Practitioner, a dermatologist or another suitably qualified healthcare professional is recommended, together with any additional safety-netting advice or follow-up recommendations which the Reviewing Clinician considers clinically appropriate in the circumstances.

11.3 Professional Language

Recommendations shall avoid ambiguity and shall be expressed in language appropriate for communication with healthcare professionals.

12. Safety-Netting Requirements

12.1 General

Where clinically appropriate, every Clinical Report shall contain suitable safety-netting advice.

12.2 Purpose

Safety-netting advice shall assist the Partner Clinic in understanding circumstances in which further medical assessment should be sought.

12.3 Examples

Where clinically appropriate, the Clinical Report shall include proportionate safety-netting advice setting out the circumstances in which the Patient should seek further medical assessment, including where there is any change in the lesion, rapid growth, bleeding, ulceration, persistent symptoms, failure of the lesion to resolve, or any other clinically significant change or development. Any safety-netting advice provided shall be proportionate to the Reviewing Clinician's Clinical Assessment, the level of clinical concern identified and the management recommendations contained within the Clinical Report.

13. Documentation Standards

13.1 Accuracy

Clinical Reports shall accurately reflect the Reviewing Clinician’s assessment. Information shall not be omitted where omission could reasonably affect clinical understanding or patient safety.

13.2 Completeness

The Reviewing Clinician shall ensure that every Clinical Report contains sufficient detail, clarity and clinical reasoning to enable another appropriately qualified healthcare professional, having reviewed the Clinical Report, to understand the relevant clinical findings, the Reviewing Clinician's assessment

and reasoning, the recommended management plan, and the clinical rationale underpinning those recommendations.

13.3 Amendments

Once submitted, Clinical Reports shall not be amended except in accordance with MoleScan's Clinical Governance Policies.

14. Correlation Check and Internal Consistency

14.1 Correlation Check

Immediately prior to final submission of every Clinical Report, the Reviewing Clinician shall undertake a final professional review ("Correlation Check") to ensure that all components of the Clinical Assessment are internally consistent.

14.2 Mandatory Review

Before finalising the Clinical Report, the Reviewing Clinician shall satisfy themselves that the Patient's history, the clinical and dermoscopic findings, the recorded outcome of the AI-Assisted Analysis (including whether the Reviewing Clinician agrees, partially agrees or disagrees with the AI-generated assessment), the narrative contained within the Clinical Report, the assigned MoleScan risk classification, the management recommendations and any safety-netting advice are clinically consistent with one another and accurately reflect the Reviewing Clinician's independent professional opinion and Clinical Assessment.

14.3 Contradictions

The Reviewing Clinician shall ensure that no Clinical Report submitted through the MoleScan Platform contains any material inconsistency, contradiction or ambiguity which could reasonably give rise to uncertainty as to the Reviewing Clinician's clinical findings, reasoning, risk classification or management recommendations. Without limitation, the Reviewing Clinician shall ensure that the narrative, documented clinical findings, assigned MoleScan risk classification, management recommendations, recorded outcome of the AI-Assisted Analysis review and any safety-netting advice are clinically consistent and appropriately supported throughout the Clinical Report. Where any apparent inconsistency or contradiction exists, the Reviewing Clinician shall, before submitting the Clinical Report, amend the relevant content or provide a clear, reasoned and clinically justifiable explanation sufficient to reconcile the inconsistency.

15. Medico-Legal Standards

15.1 Professional Record

Every Clinical Report shall be prepared to a professional standard on the basis that it may subsequently be disclosed to, reviewed or scrutinised by another appropriately qualified healthcare professional, the Patient, a court or tribunal, the General Medical Council, the Information Commissioner's Office, the Care Quality Commission, legal representatives, professional indemnity organisations or any other competent regulatory, judicial or governmental authority. The Reviewing Clinician shall therefore ensure that every Clinical Report is accurate, complete, objective, appropriately reasoned and capable of withstanding professional, regulatory and medico-legal scrutiny.

15.2 Professional Standard

Accordingly, every Clinical Report shall be prepared in a factual, objective, evidence-based and respectful manner, shall contain clear and professionally reasoned clinical conclusions and recommendations, and shall be of a standard capable of withstanding independent professional, regulatory and medico-legal scrutiny.

16. Quality Assurance

16.1 Continuous Quality

The Reviewing Clinician acknowledges that Clinical Reports may be subject to routine quality assurance.

16.2 Review

Clinical Reports may be subject to review by MoleScan as part of its clinical governance and quality assurance processes for the purposes of assessing clinical accuracy, consistency of reporting, the quality and adequacy of the clinical reasoning, the structure and clarity of the Clinical Report, compliance with MoleScan's clinical protocols and reporting standards, the appropriate use of AI-Assisted Analysis in accordance with this Agreement, adherence to applicable turnaround times, and the promotion of patient safety and continuous service improvement.

16.3 Feedback

Where quality concerns are identified, MoleScan may provide educational feedback or require participation in further quality assurance activities.

17. Prohibited Practices

The Reviewing Clinician shall at all times exercise their own independent professional judgement and shall not delegate the preparation or completion of any Clinical Report to another individual, permit any other person to access or use the MoleScan Platform or their login credentials, submit a Clinical Report without first independently reviewing the Case, rely solely upon any AI-Assisted Analysis, reproduce or incorporate AI-generated content without appropriate independent clinical verification, provide a definitive diagnosis where such certainty cannot reasonably be achieved through a remote Clinical Assessment, provide false or misleading reassurance, speculate where insufficient clinical information exists, intentionally omit any clinically relevant finding, alter or amend a Clinical Report for any non-clinical reason, submit a Clinical Report which they know, or ought reasonably to know, contains any inaccuracy or material omission, undertake or complete a Clinical Assessment whilst impaired by illness, fatigue, alcohol, drugs or any other circumstance likely to compromise their professional judgement, or knowingly depart from these Report Writing Standards without a clear, documented and clinically justifiable reason.

18. Continuous Improvement

18.1 Professional Development

The Reviewing Clinician shall actively participate in MoleScan’s quality improvement programme and shall have due regard to feedback arising from clinical audit, peer review, governance meetings and educational activities.

18.2 Review of Standards

MoleScan may review, update or amend these Report Writing Standards from time to time in order to reflect developments in clinical practice, patient safety, technology, artificial intelligence, regulatory requirements or service delivery. The Reviewing Clinician shall comply with any revised version following notification by MoleScan.

18.3 Professional Obligation

The Reviewing Clinician acknowledges that these Report Writing Standards are intended to promote safe, consistent and high-quality remote dermatological assessment and undertakes to comply with them throughout the duration of the Agreement.

19. Mandatory Self-Verification Declaration

19.1 Purpose

Immediately prior to submitting a Clinical Report through the Platform, the Reviewing Clinician shall undertake a final professional self-verification of the completed Clinical Assessment. The purpose of the Mandatory Self-Verification Declaration is to promote patient safety, maintain reporting consistency, reinforce professional accountability and ensure compliance with the Clinical Services Agreement, these Report Writing Standards and MoleScan’s Clinical Governance Policies.

19.2 Self-Verification

Before submitting a Clinical Report, the Reviewing Clinician shall, through the MoleScan Platform or by such other method as MoleScan may specify from time to time, confirm that they have personally undertaken and completed the Clinical Assessment and that, to the best of their professional knowledge, skill and belief, they have personally reviewed all clinical information, supporting documentation, clinical photographs and dermoscopic images made available through the Platform, independently assessed the Case using their own professional judgement, reviewed any AI-Assisted Analysis made available through the Platform and, where required, recorded whether they agree, partially agree or disagree with the AI-Assisted Analysis. The Reviewing Clinician shall further confirm that the Clinical Report represents their own independent professional opinion, that the Correlation Check required under these Report Writing Standards has been completed, that the narrative findings, dermoscopic findings, recorded AI review decision, MoleScan risk classification, management recommendations and any safety-netting advice are clinically and internally consistent, that the Clinical Report contains sufficient clinical reasoning to support the conclusions and recommendations reached, that it complies with this Agreement, the Clinical Assessment Protocol, the Report Writing Standards and MoleScan's Clinical Governance Policies, and that they are satisfied the Clinical Report is complete, accurate and suitable for submission.

19.3 Professional Accountability

Completion of the Mandatory Self-Verification Declaration shall constitute confirmation by the Reviewing Clinician that the Clinical Report has been prepared in accordance with their professional obligations. Nothing contained within this Declaration shall limit or reduce the Reviewing Clinician’s professional responsibility for the Clinical Report.

19.4 Audit Trail

MoleScan may retain a permanent electronic record of the Mandatory Self-Verification Declaration, including the date, time and identity of the Reviewing Clinician completing the declaration. Such records may be used for clinical governance, quality assurance, audit, complaint investigation, regulatory compliance, patient safety and medico-legal purposes.

Schedule 4 – Clinical Governance Policies

1. Purpose

1.1 This Schedule establishes the Clinical Governance Framework applicable to all Reviewing Clinicians providing Services through the MoleScan Platform.

1.2 The purpose of these Clinical Governance Policies is to promote patient safety, maintain consistent clinical standards, support continuous professional development and ensure the delivery of safe, effective and evidence-based remote dermatological assessments.

1.3 These Policies form part of the Clinical Services Agreement and shall be complied with by every Reviewing Clinician throughout the duration of the Agreement.

2. Clinical Governance Principles

The Reviewing Clinician shall at all times place patient safety above all other considerations, maintain the highest standards of professional conduct, practise only within the limits of their competence, exercise independent professional judgement in the performance of the Clinical Assessment, participate fully in MoleScan's clinical governance, audit and quality assurance processes, contribute to the continuous improvement of the Services, and cooperate fully with any clinical governance reviews, investigations, audits, incident reviews or other quality assurance activities undertaken by or on behalf of MoleScan.

3. Clinical Audit

MoleScan may, from time to time, undertake routine or targeted clinical audits as part of its clinical governance and quality assurance framework for the purposes of monitoring and promoting the quality, consistency and safety of the Services. Such audits may include a review of Clinical Reports, the clinical reasoning underpinning those reports, report quality, compliance with applicable turnaround times, management recommendations, AI review decisions, Correlation Checks, Mandatory Self-Verification Declarations, compliance with MoleScan's Clinical Assessment Protocol, Report Writing Standards and Clinical Governance Policies, and any other matter reasonably considered necessary for the purposes of patient safety, regulatory compliance, quality assurance or continuous service improvement. The Reviewing Clinician shall cooperate fully with all audit, governance and quality assurance activities undertaken by or on behalf of MoleScan.

4. Peer Review

MoleScan may, as part of its clinical governance and quality assurance framework, select any Clinical Report for independent peer review by another suitably qualified Reviewing Clinician appointed by MoleScan. Such peer review may be undertaken for the purposes of quality assurance, educational feedback, calibration and consistency of reporting standards, clinical governance, patient safety, professional development and continuous service improvement. Participation in any peer review process, or the subsequent review of a Clinical Report by another Reviewing Clinician, shall not transfer, diminish or otherwise affect the original Reviewing Clinician's responsibility or accountability for the Clinical Report or the professional opinions, findings and recommendations contained within it.

5. Second Clinical Opinions

MoleScan may obtain a second clinical opinion where this is considered appropriate for patient safety, quality assurance, governance or complaint investigation. The Reviewing Clinician shall cooperate fully with any such review.

6. Quality Assurance

MoleScan shall maintain a continuous quality assurance programme as part of its clinical governance framework for the purpose of monitoring, maintaining and continually improving the quality, consistency and safety of the Services. The programme may include, without limitation, random or targeted reviews of Clinical Reports, calibration exercises, performance monitoring, clinical outcome analysis, educational feedback, benchmarking of reporting standards and clinical performance, quality improvement initiatives, and such other quality assurance or governance activities as MoleScan may reasonably determine to be necessary in the interests of patient safety, regulatory compliance and continuous service improvement.

7. Governance Meetings

The Reviewing Clinician shall attend governance meetings, educational meetings or governance reviews where reasonably requested by MoleScan. Attendance may take place remotely using electronic communication systems.

8. Significant Events and Patient Safety Incidents

The Reviewing Clinician shall notify MoleScan without undue delay upon becoming aware of any patient safety incident, near miss, diagnostic discrepancy, information governance or data protection incident, serious complaint, safeguarding concern, significant clinical error, or any other matter which could reasonably be expected to require investigation, review or action under MoleScan's clinical governance, quality assurance, patient safety or regulatory compliance procedures. The Reviewing Clinician shall cooperate fully with MoleScan in the investigation, management and resolution of any such matter and shall provide such information, documentation and assistance as MoleScan may reasonably require.

9. Duty of Candour and Professional Transparency

9.1 General Duty

The Reviewing Clinician shall act openly, honestly and transparently in relation to all aspects of the Services and shall support MoleScan’s commitment to maintaining a culture of patient safety, continuous learning and professional accountability. The Reviewing Clinician shall raise concerns promptly where they become aware of any circumstance that may adversely affect patient safety, the quality of the Services or compliance with Applicable Laws.

9.2 Professional Candour

Where the Reviewing Clinician becomes aware of any actual or suspected clinical error, diagnostic discrepancy, omission, near miss or other matter which may have affected, or may reasonably be capable of affecting, a Patient or the quality of a Clinical Report, the Reviewing Clinician shall notify MoleScan without undue delay. Such notification shall include all relevant information reasonably required to enable MoleScan to undertake an appropriate clinical governance review and determine whether any further action is necessary.

9.3 Cooperation

The Reviewing Clinician shall cooperate fully with any clinical governance review, investigation, audit or quality assurance process arising from any matter reported under this Section or otherwise relating to the Services. Such cooperation shall include, where reasonably requested by MoleScan, providing complete, accurate and factual information, attending governance, audit or investigation meetings, assisting with any clinical review or investigation, providing written statements or other relevant documentation, participating in reflective practice, educational feedback and learning activities, and implementing any reasonable corrective, preventative or improvement measures agreed following the conclusion of the governance review, insofar as such measures are consistent with the Reviewing Clinician's professional and regulatory obligations.

9.4 Learning Culture

The Parties acknowledge and agree that MoleScan is committed to fostering a positive and proportionate clinical governance culture founded upon openness, transparency, reflection, learning and the continuous improvement of patient care and service quality. In exercising its clinical governance functions, MoleScan shall seek, wherever reasonably appropriate, to distinguish between genuine human error, unintended clinical mistakes made despite the exercise of reasonable professional judgement, system or process failures, isolated lapses in performance, and conduct involving recklessness, dishonesty, gross negligence, wilful misconduct or repeated failure to comply with this Agreement, applicable professional standards or regulatory requirements. Nothing in this Section shall prevent MoleScan from taking such contractual, clinical governance, regulatory or other action as it reasonably considers necessary to protect patient safety, maintain the integrity of the Services or comply with its legal and regulatory obligations where the Reviewing Clinician has acted dishonestly, recklessly, with gross negligence, or in material breach of this Agreement.

9.5 Duty to Raise Concerns

Where the Reviewing Clinician reasonably believes that any aspect of the MoleScan service, Platform, Clinical Governance Policies, operational procedures or clinical workflows may present a risk to patient safety, legal compliance or professional standards, the Reviewing Clinician shall raise those concerns with MoleScan as soon as reasonably practicable. The Reviewing Clinician shall not be subjected to any detriment solely because they have raised a genuine concern in good faith regarding patient safety or clinical governance.

9.6 Professional Transparency

The Reviewing Clinician shall provide MoleScan with complete, accurate and truthful information in relation to all matters arising under or in connection with this Agreement and shall not knowingly, recklessly or negligently conceal, misrepresent or omit any information which is material to a Clinical Assessment, Clinical Report, patient safety incident, complaint, clinical governance review or investigation, their professional registration, licence to practise, professional indemnity arrangements, compliance with Applicable Laws, professional or regulatory obligations, or any other matter which could reasonably affect the safe, lawful or effective operation of the MoleScan service. Any failure to comply with this Clause shall constitute a serious breach of the Reviewing Clinician's contractual and professional obligations and may, depending on the nature and seriousness of the breach, result in clinical governance action, suspension of access to the MoleScan Platform or termination of this Agreement in accordance with its terms.

10. Complaints and Learning

Where complaints identify opportunities for learning or improvement, the Reviewing Clinician shall participate in reflective learning, educational discussions and quality improvement activities where reasonably requested by MoleScan.

11. Continuing Professional Development

The Reviewing Clinician shall maintain appropriate and up-to-date Continuing Professional Development ("CPD") commensurate with the nature of the Services provided under this Agreement, including, where applicable, in the fields of dermoscopy, skin cancer recognition, dermatology, remote consultation and remote clinical assessment, patient safety, information governance, clinical governance, and any other clinical, professional, technical or regulatory subject which MoleScan may reasonably require in order to support the safe, effective and compliant delivery of the Services.

12. Protocol Updates

MoleScan may, from time to time, amend, update or replace its Clinical Governance Policies, Clinical Assessment Protocols, Report Writing Standards and other clinical or operational policies where reasonably necessary to reflect changes in applicable legislation, regulatory or professional guidance (including guidance issued by the General Medical Council, the National Institute for Health and Care Excellence and the British Association of Dermatologists), technological developments, advances in artificial intelligence, patient safety recommendations, developments in accepted clinical practice, or operational or service improvements. The Reviewing Clinician shall comply with all such policies and any amendments, updates or replacements notified or otherwise made available to them through the MoleScan Platform or by any other method of communication permitted under this Agreement, with effect from the date specified in the relevant notice or, where no date is specified, from the date on which the update is made available.

13. Corrective Action

Where MoleScan reasonably identifies concerns regarding the Reviewing Clinician's clinical performance, competence, compliance with this Agreement or adherence to MoleScan's Clinical Governance Policies, Clinical Assessment Protocols or Report Writing Standards, MoleScan may, acting reasonably and having regard to the nature and seriousness of the concerns identified, require the Reviewing Clinician to participate in one or more proportionate clinical governance measures. Such measures may include educational feedback, additional peer review, mentoring, further training or Continuing Professional Development, increased clinical audit or quality assurance activity, temporary clinical supervision, restriction of the allocation of Cases, temporary suspension from providing the Services, or any other reasonable and proportionate governance measure considered necessary to protect patient safety, maintain clinical standards, ensure regulatory compliance or support service improvement.

14. Clinical Governance Committee

MoleScan may establish a Clinical Governance Committee responsible for overseeing clinical quality, governance, patient safety, audit, complaints, protocol development and service improvement. The Reviewing Clinician shall cooperate with any reasonable request made by the Committee.

15. Continuous Improvement

The Reviewing Clinician shall actively contribute to the continuous improvement of the MoleScan service through constructive feedback, participation in governance activities and implementation of agreed quality improvements. The Parties acknowledge that Clinical Governance is an ongoing process intended to maintain excellence in patient care rather than solely a mechanism for monitoring performance.

Schedule 5 – Information Security and Acceptable Use Requirements

1. Purpose

1.1 This Schedule forms part of the Clinical Services Agreement between Dermme Health Ltd trading as MoleScan (“MoleScan”) and the Reviewing Clinician.

1.2 The purpose of this Schedule is to establish the minimum information security, cybersecurity and acceptable use standards applicable to all Reviewing Clinicians accessing or using the Platform.

1.3 The Reviewing Clinician acknowledges that the Platform contains Confidential Information, Patient Information, proprietary software and other information requiring a high standard of security and confidentiality.

The Reviewing Clinician shall comply with this Schedule at all times whilst accessing or using the Platform.

2. General Security Principles

The Reviewing Clinician shall at all times safeguard the confidentiality, integrity and availability of all Patient Information, Confidential Information and other data processed in connection with the Services, take all reasonable and appropriate measures to prevent unauthorised access to or use of the MoleScan Platform, maintain appropriate standards of information security and cyber security, use the Platform solely for authorised clinical purposes in accordance with this Agreement, notify MoleScan without undue delay upon becoming aware of any actual or suspected information security or cyber security incident, unauthorised access or data breach, and comply with all information governance, information security, cyber security and data protection policies, procedures and standards issued or adopted by MoleScan from time to time.

3. Authorised Access

3.1 Personal Access

Platform access is personal to the Reviewing Clinician. The Reviewing Clinician shall not permit any other individual to access the Platform using their credentials.

3.2 Login Credentials

The Reviewing Clinician shall maintain the confidentiality and security of all usernames, passwords and other authentication credentials used to access the MoleScan Platform, ensure that all passwords comply with MoleScan's applicable information security requirements, change or update such credentials whenever reasonably required by MoleScan or where compromise is suspected, refrain from recording, storing or sharing passwords or other authentication credentials in any insecure or unauthorised manner, and notify MoleScan without undue delay upon becoming aware of, or reasonably suspecting, any loss, unauthorised disclosure, compromise or misuse of their login credentials or any unauthorised access to their MoleScan account.

3.3 Multi-Factor Authentication

Where Multi-Factor Authentication (“MFA”) is available or required, the Reviewing Clinician shall ensure that MFA remains enabled at all times.

4. Approved Devices

4.1 Secure Devices

The Reviewing Clinician shall access the Platform only from devices under their control which are appropriately secured.

4.2 Device Requirements

The Reviewing Clinician shall ensure that any computer, mobile device or other equipment used to access the MoleScan Platform is appropriately secured and maintained, including by implementing password, PIN or biometric authentication, using a current manufacturer-supported operating system, installing security patches and updates without unreasonable delay, maintaining appropriate anti-malware and other security software where applicable, enabling encryption where available, and configuring the device to lock automatically following a reasonable period of inactivity or otherwise in accordance with MoleScan's information security requirements.

4.3 Shared Devices

The Reviewing Clinician shall not access the Platform from shared or publicly accessible computers unless expressly authorised by MoleScan and appropriate security measures are in place.

5. Network Security

The Reviewing Clinician shall access the MoleScan Platform only through secure and appropriately protected internet connections, shall not access the Platform using unsecured public Wi-Fi networks unless an approved Virtual Private Network (VPN) or other equivalent encrypted connection is in use, shall ensure that any home, office or other private wireless network used to access the Platform is appropriately secured using current industry-standard encryption and security measures, and shall take all reasonable and appropriate precautions to prevent the unauthorised interception, disclosure or compromise of data or communications transmitted to or from the MoleScan Platform.

6. Patient Information

6.1 Minimum Necessary Access

The Reviewing Clinician shall access only the Patient Information reasonably required to undertake the Clinical Assessment.

6.2 Local Storage

The Reviewing Clinician shall not download, copy, reproduce, photograph, print, export, store or otherwise retain any Patient Information, clinical photographs, dermoscopic images or other Confidential Information outside the MoleScan Platform except where such action is strictly necessary for the proper performance of the Services, has been expressly authorised in writing by MoleScan, or is required by Applicable Laws. Without prejudice to the generality of the foregoing, the Reviewing Clinician shall not retain, store or transfer any clinical photographs, dermoscopic images or Patient Information on any personal device, local storage, cloud storage service, messaging application, email account, removable media or any other unauthorised system or medium, unless expressly authorised by MoleScan or required by Applicable Laws.

6.3 Disposal

Where temporary local storage is unavoidable, the Reviewing Clinician shall ensure secure deletion immediately after the information is no longer required.

7. Acceptable Use

The Reviewing Clinician shall access and use the MoleScan Platform solely for the purposes expressly authorised under this Agreement and only to the extent reasonably necessary for the proper performance of the Services. The Reviewing Clinician shall not access any Case or Patient Information which has not been allocated or otherwise made available to them with proper authorisation, access or use Patient Information out of personal curiosity or for any unauthorised purpose, use the Platform for any personal, commercial, educational or research purpose without MoleScan's prior written consent, attempt to circumvent or bypass any security, authentication or access controls, interfere with or disrupt the operation, integrity or availability of the Platform, introduce or transmit any malicious software, malicious code or other harmful material, upload or install any unauthorised software, files or executable content, attempt to gain unauthorised access to any part of the Platform or any related system or network, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying functionality of the Platform except where expressly permitted by law, or use the Platform in any manner which could reasonably be expected to compromise patient safety, information security, data protection, service integrity or the proper operation of the Services.

8. Artificial Intelligence and Confidential Information

The Reviewing Clinician acknowledges and agrees that the MoleScan Platform incorporates proprietary AI-Assisted Analysis, software, algorithms, workflows, methodologies, decision-support tools, trade secrets and other confidential and proprietary technologies belonging to MoleScan or its licensors. Accordingly, the Reviewing Clinician shall not, except to the extent strictly necessary for the proper performance of the Services or as otherwise expressly authorised in writing by MoleScan, copy, reproduce, extract, retain or otherwise use any AI-generated output, disclose or communicate any AI-generated output or other Confidential Information except as expressly permitted under this Agreement, use any AI-generated output, data or information derived from the Platform for the purpose of training, validating, testing or improving any third-party artificial intelligence or machine learning system, analyse, benchmark, decompile, reverse engineer or otherwise attempt to discover or derive the underlying functionality, logic, methodologies or operation of MoleScan's AI-Assisted Analysis or other proprietary technologies, or disclose, exploit or otherwise use any Confidential Information relating to MoleScan's technology, software, intellectual property, business methods or technical know-how for any unauthorised purpose.

The Reviewing Clinician shall not upload Patient Information, Clinical Reports, clinical photographs, dermoscopic images or any Confidential Information relating to MoleScan into any publicly available or third-party generative artificial intelligence system without MoleScan’s prior written authorisation and a lawful basis under applicable data protection legislation.

The Reviewing Clinician shall not retain AI outputs or associated case material for the purpose of creating personal teaching files, datasets or educational collections unless expressly authorised by MoleScan and compliant with Applicable Laws.

9. Security Incidents

9.1 Reporting

The Reviewing Clinician shall notify MoleScan without undue delay upon becoming aware of, or reasonably suspecting, any actual or attempted unauthorised access to the MoleScan Platform or any associated systems, the loss, theft, compromise or suspected compromise of any login credentials or

authentication methods, any malware, ransomware or other malicious software incident, the loss or theft of any device used to access the Platform, any actual or suspected unauthorised disclosure, loss, alteration or compromise of Patient Information or Confidential Information, any actual or suspected cyber security or information security incident, or any other event which could reasonably be expected to affect the confidentiality, integrity, availability or security of the MoleScan Platform, the Services or any information processed through them.

9.2 Cooperation

The Reviewing Clinician shall cooperate fully with any investigation into an information security incident.

10. Business Continuity

Where the Reviewing Clinician experiences technical failure affecting their ability to provide the Services, they shall notify MoleScan without undue delay. The Reviewing Clinician shall cooperate with MoleScan to ensure continuity of patient care and timely reassignment of Cases where appropriate.

11. Monitoring and Audit

MoleScan may, at any time and in accordance with Applicable Laws, monitor, record, analyse and retain information relating to the use of the MoleScan Platform, including Platform activity, access logs, authentication records, user activity, security events, audit trails and other system-generated information, for the purposes of maintaining patient safety, information security, fraud prevention and detection, regulatory and legal compliance, system administration, quality assurance, clinical governance, operational management, service improvement, and the investigation or prevention of suspected misuse, unauthorised access or other security-related incidents. The Reviewing Clinician acknowledges and agrees that such monitoring constitutes a legitimate and necessary component of MoleScan's clinical governance, information security and operational management arrangements and forms part of the measures implemented to ensure the safe, secure and compliant delivery of the Services.

12. Security Training

The Reviewing Clinician shall complete any mandatory information governance, cyber security or Platform security training reasonably required by MoleScan. Failure to complete mandatory training may result in suspension of Platform access until the required training has been satisfactorily completed.

13. Return of Access

Upon the expiry or termination of this Agreement, or at any earlier time upon MoleScan's reasonable request, the Reviewing Clinician shall immediately cease all access to and use of the MoleScan Platform, permanently delete or securely destroy any Patient Information, Confidential Information or other data which has been lawfully retained outside the Platform in accordance with this Agreement, return to MoleScan any equipment, security devices, identification materials or other property supplied by or on behalf of MoleScan, and, where reasonably requested, provide written confirmation that they have complied in full with the obligations contained in this Agreement, including this Schedule, and that no unauthorised copies of Patient Information, Confidential Information or other MoleScan property remain in their possession, custody or control.

14. Breach of this Schedule

Any failure by the Reviewing Clinician to comply with the provisions of this Schedule shall constitute a breach of this Agreement and, where the nature or seriousness of the breach so justifies, may constitute a material breach of the Agreement. Without prejudice to any other rights or remedies available to MoleScan under this Agreement or at law, MoleScan may, acting reasonably and having regard to the circumstances of the breach, require the Reviewing Clinician to undertake additional training or Continuing Professional Development, temporarily suspend or restrict access to the MoleScan Platform, restrict or suspend the allocation of Cases, commence a clinical governance review, audit or formal investigation, notify or report the matter to any regulatory, statutory or other competent authority where required by Applicable Laws or professional obligations, or terminate this Agreement in accordance with its terms.

15. Review and Amendment

MoleScan may amend this Schedule from time to time to reflect changes in legislation, cyber security standards, technological developments, regulatory guidance or operational requirements. The Reviewing Clinician shall comply with the most recent version following notification by MoleScan, provided that such amendments are reasonable and do not conflict with Applicable Laws or the Reviewing Clinician’s professional obligations.