

MOLESCAN PARTNER CLINIC STANDARD TERMS OF BUSINESS

1. DEFINITIONS

In these Terms, the following definitions apply:

Agreement means the contract between the Clinic and MoleScan for the supply of Services in accordance with these Terms.

AI means artificial intelligence technologies used within the Platform, including any automated image analysis or decision-support functionality.

Charges means the charges payable by the Clinic for the Services, as set out in the Order Form, Partner Agreement, published pricing tariff or as otherwise agreed in writing.

Commencement Date means the date on which the Clinic instructs MoleScan to commence the Services, whether in writing, by email or orally.

Confidential Information means information that is confidential by its nature or is marked or described as confidential, or which ought reasonably to be regarded as confidential, including Patient Information, Clinical Reports, business, commercial, technical and operational information, and all other information disclosed in connection with the Agreement.

Clinic means the partner clinic, healthcare provider, practice, medical business or other organisation contracting with MoleScan for the Services.

Clinic Default has the meaning given in clause 4.7.1.

Clinical Governance Framework means MoleScan's documented clinical governance arrangements, policies and procedures governing clinician credentialing, quality assurance, incident review, audit, peer review, patient safety and related clinical oversight.

Clinical Report means the written remote clinical opinion prepared by the Reviewing Clinician in response to a Case submitted through the Platform.

Case means a patient submission made through the Platform for the purpose of obtaining a remote clinical assessment.

Data Protection Legislation means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any legislation replacing, amending or supplementing them.

DermLens means the dermatoscope supplied by MoleScan or any equivalent device approved by MoleScan for use with the Platform.

Force Majeure Event means an event beyond a Party's reasonable control as set out in clause 15.6.1.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and all similar rights anywhere in the world, whether registered or unregistered.

MoleScan means Dermme Health Ltd trading as MoleScan.

Order Form means any order form, statement of work, pricing schedule or other written document agreed between the Parties that incorporates these Terms.

Patient means an individual whose Personal Data is submitted to MoleScan by or on behalf of

the Clinic for the purpose of obtaining a remote clinical assessment.

Patient Information means all Personal Data, Special Category Personal Data, clinical information, photographs, dermoscopic images, Clinical Reports, metadata and other information relating to a Patient submitted through or generated by the Platform.

Personal Data has the meaning given in Article 4 of the UK GDPR.

Platform means the MoleScan software platform, website, applications, APIs, infrastructure, databases and associated technology through which the Services are provided.

Privacy Notice means MoleScan's privacy notice, as updated from time to time and available at the URL notified by MoleScan.

Reviewing Clinician means a suitably qualified clinician engaged or appointed by MoleScan to undertake a remote clinical assessment under the Services.

Services means the services provided by MoleScan under these Terms, including provision of the Platform, remote clinical assessment and preparation and delivery of Clinical Reports.

Special Category Personal Data has the meaning given in Article 9 of the UK GDPR.

Terms means these terms and conditions, as amended from time to time in accordance with this Agreement.

Writing or Written includes email.

2. BASIS OF AGREEMENT

2.1 These Terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in these Terms.

2.2 These Terms shall become binding on you and us and a contract shall be formed between us upon you instructing us to commence work in relation to the Services (whether in writing, (including by email) or orally), whichever is the earlier.

2.3 These Terms take precedence over any other terms and conditions (including your own terms of business) and any course of dealing or industry practice.

3. SERVICES

3.1 Scope of Services

3.1.1 During the Term, MoleScan shall make available to the Clinic the MoleScan Platform, enabling the Clinic to submit patient skin lesion cases for remote assessment by appropriately qualified clinicians engaged by MoleScan.

3.1.2 The Services shall comprise the provision of the MoleScan Platform to enable the Clinic to securely submit Patient Information, clinical history, clinical photographs and dermoscopic images for remote clinical assessment. Where enabled by MoleScan, the Platform may also incorporate preliminary automated image analysis as a clinical decision-support tool. Each Case shall be reviewed remotely by a suitably qualified clinician appointed by MoleScan, following which MoleScan shall prepare and securely deliver a written Clinical Report to the

Clinic through the Platform. MoleScan shall also provide such reasonable administrative and technical support as is necessary for the proper operation of the Services.

3.1.3 The Services are intended solely to assist the Clinic in obtaining an independent remote clinical opinion and shall not constitute emergency medical services, definitive diagnosis, histopathological diagnosis, or ongoing medical management of any patient.

3.1.4 The Parties acknowledge and agree that the Platform is intended solely to facilitate the secure submission, management and communication of Cases and Clinical Reports. The clinical assessment is performed by the reviewing clinician, who shall remain solely responsible for the independent professional opinion contained within each Clinical Report.

3.2 Nature of the Clinical Assessment

3.2.1 Each Case submitted through the Platform shall undergo a remote assessment based solely upon the information and images supplied by the Clinic.

3.2.2 The assessment is performed without physical examination of the Patient and without the benefit of additional investigations unless expressly stated within the Report.

3.2.3 The Report shall represent the independent professional opinion of the reviewing clinician, formed on the basis of the Patient history submitted by the Clinic, the quality and completeness of the clinical photographs and dermoscopic images provided, the recognised dermoscopic features identifiable from those images, and accepted clinical practice and professional standards prevailing at the time of the assessment.

3.2.4 The reviewing clinician may identify one or more differential diagnoses together with an overall level of clinical concern and appropriate management recommendation.

3.2.5 The Report shall not constitute a guarantee of diagnosis or clinical outcome.

3.3 Clinical Review

3.3.1 All Cases shall be reviewed by a clinician appointed by MoleScan who possesses appropriate training and experience in dermoscopy and skin lesion assessment.

3.3.2 MoleScan reserves the right to determine which reviewing clinician undertakes any particular Case.

3.3.3 The identity of the reviewing clinician may be included within the Report where required by applicable law or professional standards.

3.3.4 MoleScan may substitute reviewing clinicians from time to time without notice provided equivalent clinical competence is maintained.

3.4 AI-Assisted Analysis

3.4.1 The Platform may incorporate artificial intelligence ("AI") technologies to assist with image analysis.

3.4.2 AI analysis is used solely as a clinical decision-support tool.

3.4.3 AI outputs shall not constitute a medical diagnosis.

3.4.4 The final Report shall always be subject to review and approval by a suitably qualified human clinician.

3.4.5 MoleScan may suspend, modify, replace or discontinue any AI functionality without affecting the obligation for all Reports to undergo human clinical review.

3.5 Reports

3.5.1 Upon completion of the clinical review, MoleScan shall make available to the Clinic a written Clinical Report which may, where MoleScan considers it appropriate, include the Patient's identifying details, the relevant Case reference number, a summary of the clinical history provided, an assessment of the submitted clinical photographs and dermoscopic images, relevant dermoscopic observations, the reviewing clinician's likely diagnosis or differential diagnoses, an indication of the level of clinical concern, recommendations for appropriate next steps, any limitations of the remote assessment, and the identity of the reviewing clinician where required by applicable law, professional guidance or MoleScan's reporting procedures.

3.5.2 Reports are produced solely for the use of the Clinic in relation to the relevant Patient.

3.5.3 Reports shall not be altered by the Clinic.

3.5.4 Where extracts of a Report are reproduced within the Clinic's own records, the Clinic shall ensure that such extracts accurately reflect the original Report.

3.6 Clinical Prioritisation

3.6.1 Reports may categorise Cases according to the level of clinical concern.

3.6.2 Categories may include, without limitation:

- (a) Green – findings not requiring urgent medical assessment;
- (b) Amber – findings requiring routine medical review;
- (c) Red – findings requiring urgent medical assessment.

3.6.3 Such categorisation is intended solely to assist clinical prioritisation and does not constitute a definitive diagnosis.

3.6.4 Responsibility for acting upon the recommendations remains entirely with the Clinic and the Patient's treating clinician.

3.7 Turnaround Times

3.7.1 MoleScan shall use reasonable endeavours to provide completed Reports within the turnaround times published on the Platform.

3.7.2 Turnaround times are targets only and are not guaranteed. MoleScan may publish target service levels or service availability objectives from time to time. Such targets are indicative only unless expressly agreed otherwise in writing.

3.7.3 MoleScan shall not be liable for any delay in the provision of the Services where such delay arises as a result of poor-quality or inadequate clinical photographs or dermoscopic images, incomplete or inaccurate Case submissions, requests for additional information or replacement images, technical failures or interruptions beyond MoleScan's reasonable control, unusually high submission volumes, or any Force Majeure Event.

3.7.4 Where MoleScan reasonably considers that a submitted Case may represent a potentially serious or time-critical clinical presentation, MoleScan may prioritise such Case ahead of other submitted Cases without incurring any liability to the Clinic for any consequential delay affecting lower-priority Cases.

3.8 Requests for Further Information

3.8.1 Where MoleScan reasonably determines that the information or images submitted in respect of a Case are incomplete, inadequate or otherwise insufficient to permit a safe and reliable remote clinical assessment, MoleScan may request such additional clinical history, further clinical photographs, repeat dermoscopic images and/or supporting documentation as it reasonably considers necessary before continuing its review.

3.8.2 MoleScan may suspend review until the requested information has been received.

3.8.3 MoleScan reserves the right to decline assessment where adequate information cannot reasonably be obtained.

3.8.4 Where MoleScan determines, acting reasonably, that the images provided are of insufficient quality, or that the clinical information submitted is incomplete or inadequate to permit a safe and reliable remote assessment, MoleScan may decline to issue a Report. In such circumstances, the Clinic shall be advised that the Patient should be referred to their own General Practitioner or other appropriately qualified healthcare professional for an in-person clinical assessment of the lesion.

3.8.5 Where the Clinic subsequently wishes to obtain a remote assessment of the same lesion following the provision of new or improved clinical information and/or replacement images, the Clinic shall submit the Case as a new Case submission through the Platform. Such submission shall be treated as a new Case for all purposes and shall be charged in accordance with MoleScan's applicable pricing tariff in force at the time of submission, irrespective of any previous incomplete or declined submission.

3.9 Image Quality

3.9.1 Accurate assessment depends upon the quality of the submitted images.

3.9.2 The Clinic shall ensure that all clinical photographs and dermoscopic images submitted through the Platform are of sufficient quality to permit a safe and reliable remote clinical assessment, including being properly focused, appropriately illuminated, representative of the lesion under assessment and, where required by MoleScan, obtained using a DermLens dermatoscope supplied by MoleScan or another dermatoscope of equivalent quality and specification approved by MoleScan.

3.9.3 MoleScan reserves the right to reject Cases where image quality is insufficient for safe interpretation.

3.10 Excluded Services

Unless expressly agreed otherwise in writing, the Services are limited to the remote clinical assessment of Cases submitted through the Platform and do not include the provision of face-to-face consultations, emergency medical advice, histopathological diagnosis, the prescribing of medicines, treatment recommendations requiring physical examination, referral management, ongoing patient monitoring or follow-up, monitoring of patient compliance, telephone or video consultations with Patients, or direct communication between MoleScan or its reviewing clinicians and any Patient. For the avoidance of doubt, responsibility for communicating the contents of any Clinical Report to the Patient, arranging any further investigations or referrals, implementing any clinical recommendations and providing all ongoing clinical care shall remain solely with the Clinic and the Patient's treating healthcare professional.

3.11 Clinical Independence

3.11.1 MoleScan and its reviewing clinicians shall remain professionally independent at all times.

3.11.2 Nothing within this Agreement shall require a reviewing clinician to alter, amend or suppress any clinical opinion.

3.11.3 The Clinic shall not seek to influence any clinical assessment.

3.11.4 Clinical Governance

3.11.4.1 MoleScan shall establish, implement and maintain throughout the Term an appropriate Clinical Governance Framework proportionate to the nature, scope and regulatory status of the Services. Such framework shall be designed to promote patient safety, maintain appropriate clinical standards, support continuous quality improvement and ensure that the Services are delivered in accordance with applicable law, professional standards and recognised principles of good clinical practice.

3.11.4.2 Without limitation to clause 3.11.4.1, MoleScan shall maintain appropriate arrangements for the appointment and verification of suitably qualified reviewing clinicians, clinician credentialing and ongoing competency assessment, continuing professional development appropriate to the Services, documented clinical policies and operational protocols, quality assurance procedures, periodic clinical audit and peer review, incident reporting and clinical incident review procedures, appropriate clinical record-keeping, and effective clinical oversight arrangements reasonably designed to ensure the consistent, safe and high-quality delivery of the Services.

3.12 Service Availability

3.12.1 MoleScan shall use reasonable endeavours to maintain continuous availability of the Platform.

3.12.2 MoleScan may suspend or restrict access to the Platform or the Services where reasonably necessary to carry out planned or emergency maintenance, implement software upgrades or security updates, ensure compliance with applicable law or regulatory requirements, protect the integrity, security or performance of the Platform, or where circumstances beyond MoleScan's reasonable control prevent or materially affect the provision of the Services.

3.12.3 MoleScan shall use reasonable endeavours to minimise disruption.

3.13 Service Improvements

MoleScan reserves the right, from time to time and at its sole discretion, to modify, enhance, update or otherwise develop the Platform, including its functionality, reporting formats, clinical workflows, clinical protocols, artificial intelligence technologies, submission requirements and any associated documentation or operational procedures, provided that such modifications do not materially reduce the overall nature or quality of the Services provided under this Agreement. Where any such modification is required to comply with changes in applicable law, regulatory guidance, professional standards, information governance requirements or patient safety considerations, MoleScan may implement such modification with immediate effect and shall notify the Clinic as soon as reasonably practicable thereafter.

3.14 No Doctor–Patient Relationship

3.14.1 The Services are provided to the Clinic and not directly to the Patient.

3.14.2 Unless expressly agreed otherwise in writing, MoleScan does not enter into a direct contractual relationship with the Patient.

3.14.3 Responsibility for obtaining informed consent, explaining the Report, communicating recommendations and arranging appropriate follow-up remains solely with the Clinic.

3.15 Clinical Responsibility

3.15.1 The Clinic acknowledges that MoleScan provides an independent remote clinical assessment only.

3.15.2 The Clinic shall retain sole responsibility for the clinical management of the Patient at all times, including, where appropriate, undertaking any necessary clinical examination, interpreting the Clinical Report within the wider clinical context, exercising its own independent professional judgement, determining and implementing the appropriate management plan, communicating the findings and recommendations contained within the Clinical Report to the Patient, arranging any further investigations, referrals or treatment, documenting all clinical decisions, and ensuring appropriate follow-up and continuity of care. For the avoidance of doubt, the Clinic shall remain solely responsible for all clinical decisions made in respect of the Patient, whether or not such decisions are consistent with the findings or recommendations contained within the Clinical Report.

3.15.3 The Report shall form one component of the Clinic's overall clinical decision-making process and shall not replace the Clinic's own professional judgement.

3.16 Clinical Limitations of Remote Assessment

3.16.1 The Clinic acknowledges and accepts that the Services comprise a remote clinical assessment undertaken solely on the basis of the Patient Information, clinical history, clinical photographs, dermoscopic images and other information submitted through the Platform.

3.16.2 The Services do not include a face-to-face consultation, physical examination or direct assessment of the Patient by the reviewing clinician.

3.16.3 The Clinic acknowledges and accepts that, by virtue of the remote nature of the Services, the reviewing clinician is unable to undertake any physical examination of the Patient and is therefore unable to perform procedures or assessments that would ordinarily form part of an in-person consultation. Without limitation, this includes palpation of the lesion or surrounding tissues, assessment of lesion texture, firmness or tenderness, examination of anatomical features not visible within the submitted clinical photographs or dermoscopic images, examination of the remainder of the Patient's skin for additional lesions or other clinically significant findings, assessment of regional lymph nodes or other relevant physical signs, evaluation of any clinical changes occurring after the submitted images were obtained, or any other examination requiring the physical presence of the Patient.

3.16.4 The Clinic acknowledges and accepts that the accuracy, reliability and clinical value of any remote assessment and Clinical Report are inherently dependent upon the quality and completeness of the information submitted to MoleScan. Without limitation, this includes the quality, clarity and resolution of the clinical photographs and dermoscopic images provided, the adequacy of lighting and image focus, the completeness and accuracy of the Patient's clinical history, the correct identification of the lesion intended for assessment, the use of appropriate clinical photography and dermoscopic imaging techniques, and the absence of image distortion, obstruction, artefacts or any other factor that may adversely affect clinical interpretation.

3.16.5 The Clinic acknowledges that poor-quality images, incomplete clinical information or inaccurate Patient information may significantly reduce the reliability of any remote assessment and may prevent MoleScan from issuing a Report.

3.16.6 A remote dermoscopic assessment has recognised clinical limitations and may not identify every skin lesion or detect every malignant or premalignant condition. Certain diagnoses cannot be confirmed without further clinical examination, dermoscopic assessment performed in person, biopsy, histopathological examination or other diagnostic investigations.

3.16.7 The Report represents the reviewing clinician's professional opinion based solely upon the information available at the time of assessment and should not be interpreted as a definitive diagnosis or as confirmation that any lesion is benign.

3.16.8 No remote assessment can exclude malignancy with absolute certainty. Where clinical suspicion remains, where there is ongoing diagnostic uncertainty, where the lesion changes over time, or where the Patient reports persistent symptoms despite a reassuring Report, the Patient should undergo an appropriate face-to-face clinical assessment without delay.

3.16.9 The Clinic shall retain sole responsibility for exercising its own independent clinical judgement when considering the Report and determining the appropriate management of the Patient.

3.16.10 The Clinic shall ensure that Patients are informed that the Services constitute a remote assessment with inherent clinical limitations and shall obtain any patient consent required by applicable law, professional guidance and good clinical practice before submitting a Case to MoleScan.

3.16.11 Nothing in the Services shall prevent the Clinic from arranging an urgent face-to-face assessment, referral or other appropriate medical intervention where, in the Clinic's professional judgement, the Patient's clinical presentation warrants such action, irrespective of the findings or recommendations contained within the Report.

3.16.12 The Clinic acknowledges that the Report is intended to support, and not replace, the Clinic's own clinical assessment, professional judgement and ongoing duty of care to the Patient.

3.16.13 If, at any stage during the review process, the reviewing clinician considers that the information provided is insufficient to permit a safe remote assessment, MoleScan reserves the right to decline to issue a Report and recommend that the Patient undergo an appropriate face-to-face clinical assessment.

3.16.14 The Clinic acknowledges that the absence of a recommendation for urgent referral within a Report shall not be interpreted as excluding malignancy or other clinically significant pathology, and the Clinic shall remain responsible for ensuring that any new, evolving or clinically suspicious lesions are managed in accordance with prevailing national clinical guidelines and its own professional obligations.

4. OBLIGATIONS

4.1 General Obligations

The Clinic shall, throughout the Term of this Agreement, comply with the provisions of this Agreement and all applicable laws, regulations, professional standards and regulatory requirements relevant to the Services. The Clinic shall cooperate fully with MoleScan in all matters relating to the provision of the Services, ensure that all information, documentation and materials submitted through the Platform are accurate, complete and not misleading in all material respects, promptly provide any additional information or clarification reasonably requested by MoleScan, and use the Platform solely for its intended purpose and in accordance with this Agreement and any user guidance, operating procedures or instructions issued by MoleScan from time to time.

4.2 Patient Consent

The Clinic shall, prior to submitting any Case through the Platform, ensure that the Patient has been provided with sufficient information to make an informed decision regarding the use of the Services and that all valid informed consent required under applicable law, Data Protection Legislation, professional guidance and good clinical practice has been properly obtained and documented. The Clinic shall further ensure that the Patient understands that the assessment will be undertaken remotely by MoleScan on the basis of the information, clinical photographs

and dermoscopic images submitted by the Clinic, and shall retain appropriate records demonstrating that such consent has been obtained.

The Clinic shall remain solely responsible for ensuring that the Patient has been appropriately informed of the limitations of a remote clinical assessment, including that any Clinical Report is based exclusively upon the information and images submitted through the Platform and does not replace a face-to-face clinical examination where such examination is clinically indicated.

4.3 Images and Clinical Information

The Clinic shall ensure that all clinical photographs, dermoscopic images and associated clinical information submitted through the Platform are of sufficient quality and accuracy to enable a safe and reliable remote clinical assessment. Without limitation, the Clinic shall ensure that the clinical photographs and dermoscopic images are representative of the lesion intended for assessment, that the correct lesion has been accurately identified and imaged, that all relevant clinical history has been accurately recorded and submitted, that all images and information relate to the correct Patient, and that no clinical photograph, dermoscopic image or associated information has been altered, manipulated, enhanced or otherwise modified in any manner that may adversely affect clinical interpretation or the accuracy of the Clinical Report.

The Clinic acknowledges that MoleScan shall be entitled to rely upon the accuracy and completeness of all information and images submitted through the Platform and shall not be responsible for any error, omission, delay or limitation in the Clinical Report arising directly or indirectly from inaccurate, incomplete or poor-quality submissions made by or on behalf of the Clinic.

4.4 Equipment

The Clinic shall ensure that all dermoscopic images submitted through the Platform are obtained using either a DermLens dermatoscope supplied by MoleScan or another dermatoscope approved by MoleScan or otherwise accepted by MoleScan as meeting equivalent clinical and technical standards. The Clinic shall further ensure that all equipment used in connection with the Services is appropriately maintained, calibrated where applicable, and kept in good working order so as to produce images of sufficient quality to permit a safe and reliable remote clinical assessment.

The Clinic acknowledges that MoleScan may decline to assess any Case where, in its reasonable opinion, the equipment used or the quality of the images obtained does not meet the minimum standards required for safe remote clinical assessment.

4.5 Patient Management

The Clinic acknowledges and agrees that it shall always retain sole responsibility for the ongoing clinical management of the Patient. Without limitation, the Clinic shall be responsible for undertaking any clinical examination it considers appropriate, communicating the contents of the Clinical Report and any associated recommendations to the Patient, exercising its own independent clinical judgement in determining the appropriate management of the Patient, arranging any further investigations, referrals or treatment considered clinically necessary,

acting promptly upon any urgent or clinically significant findings, maintaining complete and accurate medical records, and ensuring compliance with all applicable professional, ethical and regulatory obligations, including those imposed by the General Medical Council, the Care Quality Commission and any other relevant regulatory or professional body.

For the avoidance of doubt, nothing in this Agreement shall relieve the Clinic of its duty of care to the Patient or transfer responsibility for any clinical decision, diagnosis, treatment, referral or follow-up from the Clinic to MoleScan or the reviewing clinician.

4.6 Data Protection

The Clinic shall always comply with all applicable Data Protection Legislation, confidentiality obligations and healthcare information governance requirements in connection with its use of the Platform and the submission of Patient Information. Without limitation, the Clinic shall comply with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the common law duty of confidentiality, and any applicable statutory, regulatory or professional requirements relating to the collection, processing, storage, transmission and disclosure of Patient Information.

The Clinic shall implement and maintain appropriate technical and organisational measures to protect Patient Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access and shall notify MoleScan without undue delay of any actual or suspected Personal Data Breach relating to Patient Information submitted through the Platform where such breach may affect MoleScan, the Services or any Patient.

4.7 Clinic Default

4.7.1 For the purposes of this Agreement, a **Clinic Default** shall mean any act, omission, negligence or failure by the Clinic, its employees, contractors or authorised users which prevents, delays, restricts or otherwise adversely affects MoleScan's ability to provide the Services in accordance with this Agreement. Without limitation, a Clinic Default shall include the submission of incomplete, inaccurate, false or misleading Patient Information; the submission of clinical photographs or dermoscopic images that are of insufficient quality or otherwise unsuitable to permit a safe and reliable remote clinical assessment; the failure to correctly identify or image the lesion intended for assessment; the submission of images, documentation or clinical information relating to an incorrect Patient; the failure to provide relevant clinical history or any additional information, clarification or replacement images reasonably requested by MoleScan within a reasonable period; the failure to obtain and appropriately document any Patient consent required under this Agreement or by applicable law prior to submitting a Case; any failure to comply with the submission requirements, imaging protocols, user guidance, operating procedures or other instructions issued by MoleScan from time to time; any misuse of the Platform or use of the Platform otherwise than in accordance with this Agreement; and any other breach by the Clinic of its obligations under this Agreement.

4.7.2 Where a Clinic Default occurs, MoleScan shall not be liable for any delay in performing, or failure to perform, any part of the Services to the extent that such delay or failure arises directly or indirectly from the Clinic Default.

4.7.3 MoleScan may suspend review of any Case pending receipt of such additional information, replacement images or clarification as it reasonably considers necessary to complete a safe remote assessment.

4.7.4 Where MoleScan reasonably determines that a Clinic Default prevents a safe and reliable remote clinical assessment from being undertaken, MoleScan may decline to issue a Report and close the Case. In such circumstances, the Clinic shall be advised that the Patient should be referred to an appropriately qualified healthcare professional for an in-person clinical assessment.

4.7.5 Where the Clinic subsequently wishes to obtain a remote assessment of the same lesion following a Clinic Default, the Clinic shall submit a new Case through the Platform. Such submission shall constitute a new Case for all purposes under this Agreement and shall be charged in accordance with MoleScan's pricing tariff in force at the date of submission.

4.7.6 Subject to Clause 12 (Limitation of Liability), except to the extent that such losses arise from the negligence, fraud or wilful misconduct of MoleScan, the Clinic shall indemnify and keep indemnified MoleScan, its directors, officers, employees, agents and appointed clinicians against all losses, liabilities, damages, claims, demands, actions, proceedings, judgments, settlements, costs and expenses (including reasonable legal and professional fees and expenses) suffered or incurred by MoleScan, or brought against MoleScan by any third party, to the extent arising directly or indirectly from any Clinic Default, any breach of this Agreement by the Clinic, the submission of inaccurate, incomplete, false or misleading Patient Information or other materials by or on behalf of the Clinic, any failure by the Clinic to obtain or appropriately document the Patient's informed consent, any failure by the Clinic to comply with its professional, statutory, regulatory or contractual obligations, or any negligent act or omission of the Clinic or any person acting on its behalf.

4.7.7 Nothing in this clause shall relieve the Clinic of its obligation to pay any Charges due under this Agreement.

4.8 Incident Reporting and Regulatory Notifications

4.8.1 The Clinic shall notify MoleScan in writing without undue delay upon becoming aware of any complaint, claim, actual or suspected patient safety incident, adverse clinical outcome or other matter relating to any Case submitted through the Platform which may reasonably be expected to affect MoleScan, its reviewing clinicians, the Platform or the provision of the Services. Without limitation, such notification shall include any complaint or claim made by or on behalf of a Patient; any complaint, concern or referral made to a professional, statutory or regulatory body in connection with a Clinical Report or any remote clinical assessment provided through the Platform; any investigation, inquiry or enforcement action commenced by the Care Quality Commission (CQC), General Medical Council (GMC), Nursing and Midwifery Council (NMC), General Dental Council (GDC), Health and Care Professions Council (HCPC) or any other relevant regulatory authority insofar as it relates to the Services; any coroner's investigation or inquest involving a Patient whose Case has been submitted through the Platform; any actual or suspected Personal Data Breach relating to Patient Information submitted through the Platform; and any other incident, complaint, claim or circumstance

which may reasonably be expected to result in legal proceedings, regulatory scrutiny, reputational damage or other adverse consequences for MoleScan or its reviewing clinicians.

4.8.2 The Clinic shall preserve all documents, correspondence, Clinical Records, clinical photographs, dermoscopic images and other evidence relating to any matter notified under clause 4.8.1 and shall provide MoleScan with such information, documentation and reasonable assistance as MoleScan may reasonably require to investigate, respond to, defend or otherwise manage the relevant matter.

4.8.3 Each Party shall cooperate reasonably with the other in relation to the investigation, management and resolution of any complaint, patient safety incident, claim, regulatory investigation, inquest or legal proceedings relating to the Services.

4.8.4 Neither Party shall make any admission of liability on behalf of the other Party without that Party's prior written consent, except where required by law or by a competent regulatory authority.

4.9 Insurance

4.9.1 Each Party shall, throughout the Term of this Agreement and for such period thereafter as may reasonably be required in relation to any actual or potential claims arising from the Services, maintain appropriate insurance policies with reputable insurers appropriate to the nature of its business and regulatory obligations.

4.9.2 Without limitation:

(a) MoleScan shall maintain professional indemnity insurance, public liability insurance (where applicable), cyber liability insurance and such other insurance as is reasonably appropriate for the provision of the Services;

(b) the Clinic shall maintain professional indemnity insurance and such other insurance as is appropriate for the healthcare services it provides.

4.9.3 Each Party shall, upon reasonable written request, provide reasonable evidence that such insurance remains in force.

5. CHARGES AND PAYMENT

5.1 Charges

5.1.1 In consideration of the provision of the Services, the Clinic shall pay the Charges specified in the Order Form, Partner Agreement or otherwise agreed in writing by MoleScan from time to time.

5.1.2 Unless otherwise agreed in writing, Charges shall be calculated on a per Case basis in accordance with MoleScan's pricing tariff in force at the time the Case is submitted through the Platform.

5.1.3 MoleScan reserves the right to amend its pricing tariff at any time upon giving not less than thirty (30) days' prior written notice to the Clinic. Any revised Charges shall apply only to Cases submitted after the effective date of the revised pricing.

5.2 Invoicing

5.2.1 MoleScan shall invoice the Clinic monthly in arrears for all Cases submitted during the preceding calendar month unless otherwise agreed in writing.

5.2.2 Each invoice shall specify the number of Cases submitted, the applicable Charges and any other amounts payable under this Agreement.

5.2.3 MoleScan reserves the right to issue invoices more frequently where reasonably required.

5.3 Payment

5.3.1 The Clinic shall pay all invoices within fourteen (14) days of the invoice date unless otherwise stated in the Order Form.

5.3.2 Payment shall be made in full and in cleared funds by the payment method specified on the invoice.

5.3.3 All Charges are exclusive of Value Added Tax (VAT), which shall be payable by the Clinic at the prevailing rate where applicable.

5.3.4 No deduction, withholding, counterclaim or set-off shall be made against any payment due to MoleScan unless required by law.

5.4 Late Payment

5.4.1 If the Clinic fails to pay any invoice or other sum due under this Agreement by the applicable due date, MoleScan may, without prejudice to any other rights or remedies available to it, charge interest on the overdue amount at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), such interest to accrue on a daily basis until payment is received in full, recover from the Clinic all reasonable costs and expenses incurred in recovering the outstanding debt, suspend or restrict the Clinic's access to the Platform and the Services, including the review of any outstanding or future Cases, and refuse to accept or process any new Case submissions until all outstanding sums have been paid in full. For the avoidance of doubt, MoleScan shall not be liable for any delay in the review of Cases, interruption of the Services or other consequences arising from the exercise of its rights under this clause.

5.5 Disputed Charges

5.5.1 If the Clinic disputes any invoice, it shall notify MoleScan in writing within seven (7) days of the invoice date, providing full details of the disputed amount and the reasons for the dispute.

5.5.2 The Clinic shall pay all undisputed amounts in accordance with this Agreement.

5.5.3 The Parties shall use reasonable endeavours to resolve any disputed invoice promptly and in good faith.

5.6 Resubmissions

5.6.1 A Case which cannot be assessed due to poor-quality images, incomplete information or any other Clinic Default shall not entitle the Clinic to a refund or credit.

5.6.2 Any subsequent submission relating to the same lesion shall constitute a new Case submission and shall be charged in accordance with MoleScan's pricing tariff then in force.

5.7 No Refunds

5.7.1 Once a Case has been allocated to a reviewing clinician, the applicable Charge shall become payable in full and shall not be refundable except where MoleScan determines, in its absolute discretion, that a refund is appropriate.

6. CONFIDENTIALITY

6.1 Confidential Information

6.1.1 Each Party acknowledges that, in the course of entering into and performing this Agreement, it may receive or obtain Confidential Information belonging to the other Party.

6.1.2 For the purposes of this Agreement, **Confidential Information** shall include all information, whether disclosed orally, electronically, visually or in writing, which is disclosed by one Party to the other in connection with this Agreement and which is identified as confidential or which, by its nature or the circumstances of its disclosure, ought reasonably to be regarded as confidential. Without limitation, Confidential Information includes Patient Information, clinical photographs, dermoscopic images and associated metadata, Clinical Reports, preliminary artificial intelligence-generated analyses, outputs, confidence scores and clinical decision-support information, clinical protocols, reporting methodologies, workflows, operating procedures, pricing, commercial terms, business plans, financial information, marketing strategies, software, source code, object code, algorithms, databases, application programming interfaces (APIs), technical documentation relating to the Platform, security procedures, access credentials, cybersecurity information, Intellectual Property Rights, know-how, trade secrets, proprietary information, supplier, contractor, clinician and customer information, together with any other information disclosed by one Party to the other which is identified as confidential or which ought reasonably to be regarded as confidential.

6.2 Confidentiality Obligations

6.2.1 Each Party shall keep the Confidential Information of the other Party strictly confidential and shall use such Confidential Information solely for the purposes of performing or receiving the Services under this Agreement. Each Party shall implement and maintain appropriate technical and organisational measures to protect Confidential Information against unauthorised access, disclosure, copying, loss, misuse or other unlawful processing, shall not disclose any Confidential Information to any third party except as expressly permitted by this Agreement or required by law, and shall ensure that access to such Confidential Information is

restricted solely to those of its directors, officers, employees, contractors, clinicians, professional advisers or service providers who have a legitimate need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations no less onerous than those contained in this Agreement. Each Party shall be responsible for ensuring that any person to whom it discloses Confidential Information in accordance with this Agreement complies with the confidentiality obligations contained herein, and shall remain liable for any breach of those obligations by such person as if the breach had been committed by that Party itself.

6.3 Patient Information

6.3.1 The Clinic acknowledges that Patient Information submitted through the Platform contains confidential medical information.

6.3.2 The Clinic shall ensure that Patient Information is accessed only by appropriately authorised personnel involved in the care of the relevant Patient.

6.3.3 MoleScan shall process Patient Information solely for the purposes of providing the Services and in accordance with applicable data protection legislation and its Privacy Notice.

6.4 Clinical Reports

6.4.1 Clinical Reports are produced solely for the internal clinical use of the Clinic in relation to the relevant Patient.

6.4.2 The Clinic shall preserve the integrity of each Clinical Report and shall not alter, amend or otherwise modify any part of a Clinical Report, remove or obscure any disclaimer, limitation, clinical opinion or recommendation contained within it, reproduce, extract or present a Clinical Report in a manner that is misleading, incomplete or liable to misrepresent its contents, or publish, distribute or otherwise disclose a Clinical Report to any third party except to the extent reasonably necessary for the clinical care of the relevant Patient, the exercise of the Clinic's professional obligations, or where such disclosure is required by applicable law, regulatory requirement or the order of a court of competent jurisdiction. The Clinic shall not represent or imply that any Clinical Report has been prepared, approved or endorsed by the Clinic or by any person other than the reviewing clinician identified within the Clinical Report, nor shall the Clinic remove, obscure or alter any reference to MoleScan contained within the Clinical Report without MoleScan's prior written consent.

6.5 AI Outputs

6.5.1 Any AI-generated analysis, confidence score, algorithmic output or decision-support information made available through the Platform constitutes Confidential Information belonging to MoleScan.

6.5.2 The Clinic shall not copy, publish, reverse engineer, analyse, benchmark or otherwise attempt to reproduce any AI functionality or AI-generated output except as necessary for the proper use of the Services.

6.6 Platform Information

6.6.1 The Clinic acknowledges that the Platform, including its software architecture, workflows, user interface, documentation, clinical protocols and reporting methodologies, constitutes confidential and proprietary information belonging to MoleScan.

6.6.2 The Clinic shall not disclose any such information to any third party without MoleScan's prior written consent.

6.7 Commercial Information

Neither Party shall disclose the pricing, commercial terms, financial arrangements or any other commercially sensitive information relating to this Agreement to any third party, except to the extent that such disclosure is reasonably necessary to its professional advisers, auditors or insurers, or is required by applicable law, regulation, the order of a court of competent jurisdiction, or by any statutory or regulatory authority acting within its lawful powers. Where disclosure is made under this clause, the disclosing Party shall, where reasonably practicable and legally permitted, ensure that the recipient is subject to obligations of confidentiality no less onerous than those contained in this Agreement.

6.8 Security

Each Party shall implement and maintain appropriate technical and organisational security measures to protect Confidential Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access.

6.9 Permitted Disclosures

6.9.1 Nothing in this Agreement shall prevent either Party from disclosing Confidential Information where such disclosure is required by applicable law, the order of a court of competent jurisdiction, a statutory or professional regulator or other competent public authority acting within its lawful powers, or where disclosure is reasonably necessary for the prevention or detection of crime, safeguarding, the protection of patient safety or the fulfilment of any legal or regulatory obligation. The obligations of confidentiality contained within this Agreement shall also not apply to information which has lawfully entered the public domain other than as a result of a breach of this Agreement, information which was lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party, or information the disclosure of which has been expressly authorised in writing by the disclosing Party.

6.9.2 Where disclosure is required pursuant to clause 6.9.1, the receiving Party shall, to the extent legally permitted and reasonably practicable, notify the disclosing Party in writing before making such disclosure and shall disclose only that Confidential Information which is strictly necessary to comply with the applicable legal, regulatory or other mandatory requirement.

6.10 Return or Destruction of Confidential Information

Upon termination of this Agreement, or upon written request, each Party shall promptly return or securely destroy the other Party's Confidential Information unless retention is required by law, regulatory obligation, professional standards, insurance requirements or legitimate business purposes, including the defence of legal proceedings.

6.11 Continuing Obligations

6.11.1 The obligations contained within this clause shall survive termination or expiry of this Agreement for a period of six (6) years, save where applicable law requires a longer period of confidentiality.

6.11.2 Notwithstanding clause 6.11.1, the obligations relating to Patient Information, trade secrets, proprietary software, algorithms, clinical protocols, AI functionality and Intellectual Property shall continue for so long as such information remains confidential or is protected by applicable law.

7. DATA PROTECTION

7.1 Compliance with Data Protection Legislation

7.1.1 Each Party shall always comply with all applicable Data Protection Legislation in connection with the performance of this Agreement.

7.1.2 For the purposes of this Agreement, "Data Protection Legislation" includes the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (where applicable), and any legislation replacing or supplementing the same.

7.2 Independent Data Controllers

7.2.1 The Parties acknowledge and agree that, in relation to the processing of Patient Information under this Agreement, each Party acts as an independent Data Controller.

7.2.2 Nothing in this Agreement shall be construed as creating a joint controller relationship or appointing either Party as the processor of the other unless otherwise expressly agreed in writing.

7.2.3 Each Party shall be independently responsible for complying with its respective obligations under applicable Data Protection Legislation.

7.3 Clinic Responsibilities

The Clinic shall ensure that all Patient Information submitted to MoleScan has been lawfully collected and processed in accordance with applicable Data Protection Legislation and that an appropriate lawful basis exists for its collection, use and disclosure to MoleScan for the purposes of obtaining a remote clinical assessment. Where required by applicable law, the Clinic shall obtain and appropriately document the Patient's valid informed consent prior to submitting any Patient Information through the Platform. The Clinic shall further ensure that Patients are provided with appropriate privacy information explaining that their personal data and clinical information may be shared with MoleScan for the purpose of providing the Services, and shall ensure that all Patient Information, clinical history, clinical photographs and dermoscopic images submitted through the Platform are accurate, complete and up to date in all material respects. The Clinic acknowledges that it remains solely responsible for determining the lawful basis for the collection and disclosure of Patient Information to MoleScan and for ensuring compliance with its own obligations as an independent Data Controller under applicable Data Protection Legislation.

7.4 MoleScan Responsibilities

MoleScan shall process Patient Information solely for the purpose of providing the Services in accordance with this Agreement and applicable Data Protection Legislation. MoleScan shall implement and maintain appropriate technical and organisational measures designed to protect Patient Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access, restrict access to Patient Information to those of its authorised personnel, appointed clinicians and service providers who have a legitimate need to access such information for the purposes of providing the Services, maintain appropriate information governance and information security procedures, and notify the Clinic without undue delay upon becoming aware of any Personal Data Breach affecting Patient Information submitted by the Clinic where such notification is required under applicable Data Protection Legislation. Nothing in this Agreement shall require MoleScan to notify the Clinic of a Personal Data Breach where such notification is not required under applicable Data Protection Legislation or where the breach relates solely to systems or information not connected with the Services or the Patient Information submitted by the Clinic.

7.5 Data Sharing

The Parties acknowledge that Patient Information is shared between them solely for the purpose of facilitating the provision of the Services and the delivery of remote clinical assessments. Each Party shall process such Patient Information only to the extent reasonably necessary for the performance of its respective functions, shall not use Patient Information for any incompatible purpose, and shall remain independently responsible for complying with its obligations under applicable Data Protection Legislation in relation to the personal data under its control. Each Party shall implement and maintain appropriate technical and organisational measures to protect Patient Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access and shall cooperate reasonably with the other Party in responding to data subject requests, regulatory enquiries and actual or suspected Personal Data Breaches where such cooperation is reasonably necessary to enable either Party to comply with its legal obligations.

7.6 International Transfers

Neither Party shall transfer Patient Information outside the United Kingdom unless such transfer complies with applicable Data Protection Legislation.

7.7 Privacy Notice

The Clinic acknowledges that MoleScan processes personal data in accordance with its Privacy Notice available at:

<https://www.molescan.co.uk/privacy>

(or such replacement URL as MoleScan may notify from time to time).

7.8 Survival

The obligations contained within this clause shall survive termination of this Agreement.

8. INTELLECTUAL PROPERTY

8.1 Ownership

8.1.1 All Intellectual Property Rights in and relating to the Services shall remain vested in MoleScan or its licensors.

8.1.2 Nothing contained in this Agreement shall transfer ownership of any Intellectual Property Rights to the Clinic.

8.2 MoleScan Intellectual Property

8.2.1 Without prejudice to the generality of clause 9.1, MoleScan shall be and shall remain the sole and exclusive owner, or licensed user where applicable, of all Intellectual Property Rights subsisting in or relating to the Platform and the Services. Without limitation, this includes all rights in the MoleScan Platform, software, source code, object code, artificial intelligence models, algorithms, AI-assisted workflows, reporting methodologies, clinical protocols, clinical templates, report layouts and reporting formats, databases, application programming interfaces (APIs), user interfaces, documentation, educational materials, graphics, design elements, branding, logos, trade marks, domain names, know-how, confidential methodologies, proprietary processes and all enhancements, modifications, updates, upgrades, derivative works and future developments relating to any of the foregoing, whether created before, during or after the commencement of this Agreement.

8.2.2 The Clinic acknowledges that the clinical methodologies, assessment criteria, reporting structures, clinical workflows, decision-support systems and operational processes used by MoleScan in providing the Services constitute valuable proprietary know-how and trade secrets of MoleScan, and nothing in this Agreement shall confer upon the Clinic any ownership rights or licence to reproduce, adapt, commercialise or otherwise exploit such methodologies or processes except to the limited extent expressly permitted under this Agreement.

8.3 Licence

Subject to compliance with this Agreement, MoleScan grants the Clinic a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Platform solely for the purpose of submitting Cases and receiving Clinical Reports during the Term. No other licence is granted.

8.4 Clinic Intellectual Property

8.4.1 The Clinic shall retain ownership of all Intellectual Property Rights subsisting in or relating to the Patient Information, clinical photographs, dermoscopic images, documents, logos and any other materials uploaded, submitted or otherwise provided by or on behalf of the Clinic through the Platform. Nothing in this Agreement shall operate to transfer ownership of such Intellectual Property Rights to MoleScan.

8.4.2 The Clinic hereby grants to MoleScan a non-exclusive, worldwide, royalty-free, non-transferable licence (with the right to grant sub-licences solely to its appointed clinicians, service providers and subcontractors engaged in the provision of the Services) to use,

reproduce, store, transmit, process and otherwise deal with such materials solely to the extent reasonably necessary for the purpose of providing the Services, complying with applicable law, professional and regulatory obligations, maintaining appropriate clinical records, resolving complaints or legal claims, undertaking quality assurance and clinical audit activities, and exercising MoleScan's rights or performing its obligations under this Agreement.

8.4.3 Nothing in this clause shall prevent MoleScan from using anonymised or aggregated information derived from Patient Information or Clinical Reports for the purposes of service improvement, quality assurance, clinical audit, statistical analysis, research, validation of artificial intelligence systems, education or product development, provided that such information has been irreversibly anonymised so that neither the Patient nor the Clinic can be identified.

8.5 Platform Usage Restrictions

8.5.1 The Clinic shall use the Platform solely for the purposes expressly permitted under this Agreement and shall not, nor permit or authorise any of its employees, contractors, agents or authorised users to, copy, reproduce, duplicate, modify, adapt, translate, distribute or otherwise exploit the Platform or any part thereof except as expressly permitted by this Agreement. Without limitation, the Clinic shall not reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, underlying structure, algorithms, databases, application programming interfaces (APIs) or functionality of the Platform; remove, obscure or alter any copyright, trade mark or other proprietary notices; permit any unauthorised person to access or use the Platform or disclose its login credentials to any third party; attempt to circumvent, disable or compromise any security, authentication or access control measures; use the Platform for any unlawful, fraudulent or unauthorised purpose or otherwise than for submitting Cases in accordance with this Agreement; use the Platform or any part thereof for the purpose of developing, supporting or assisting in the development of any competing product, service or software; reproduce, copy, commercialise or otherwise exploit MoleScan's clinical methodologies, reporting methodologies, workflows, clinical protocols or other proprietary processes; extract, reproduce, publish, distribute, sell, licence or otherwise commercially exploit any Clinical Report other than as reasonably necessary for the treatment and management of the relevant Patient; benchmark, analyse, test or otherwise evaluate the Platform for the purpose of replicating its functionality or performance; or knowingly introduce any virus, malware, ransomware, malicious code or other harmful software into the Platform or any connected system.

8.5.2 The Clinic shall not permit any third party to access, observe, analyse or evaluate the Platform for the purpose of developing, validating, procuring or comparing any competing software, artificial intelligence system, teledermatology platform or clinical reporting service without the prior written consent of MoleScan.

8.6 Feedback

Where the Clinic provides suggestions, comments or feedback regarding the Platform or Services, MoleScan may freely use, modify and incorporate such feedback into its products and services without restriction and without payment or compensation.

8.7 Infringement

The Clinic shall promptly notify MoleScan upon becoming aware of any actual or suspected infringement of MoleScan's Intellectual Property Rights.

8.8 Survival

This clause shall survive termination or expiry of this Agreement.

8.9 Clinical Data and Service Improvement

Subject to compliance with applicable Data Protection Legislation, MoleScan may use anonymised and aggregated clinical data derived from Cases submitted through the Platform for the purposes of clinical audit, quality assurance, service improvement, validation of artificial intelligence systems, research, education and statistical analysis, provided that no individual Patient or Clinic can be identified from such data.

9. TERM AND TERMINATION

9.1 Term

9.1.1 This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with this Agreement.

9.1.2 Unless otherwise agreed in writing, either Party may terminate this Agreement for convenience by giving not less than thirty (30) days' prior written notice to the other Party.

9.2 Termination by MoleScan

9.2.1 MoleScan may terminate this Agreement with immediate effect by giving written notice to the Clinic if the Clinic fails to pay any sum due under this Agreement within fourteen (14) days after receiving written notice that such payment is overdue; commits a material breach of this Agreement which is incapable of remedy; commits a material breach capable of remedy and fails to remedy that breach within fourteen (14) days after receiving written notice requiring it to do so; repeatedly breaches this Agreement in a manner that reasonably demonstrates an unwillingness or inability to comply with its contractual obligations; submits false, inaccurate, incomplete or misleading Patient Information; repeatedly submits Cases which fail to comply with MoleScan's submission requirements, imaging protocols or published standards; misuses the Platform or permits any unauthorised access to or use of the Platform; breaches any applicable healthcare, professional, statutory, regulatory, confidentiality or data protection obligation; engages in fraud, dishonesty or any act or omission which, in MoleScan's reasonable opinion, has caused or is likely to cause material reputational damage to MoleScan, its appointed clinicians or the Services; or ceases to carry on business, enters into administration, liquidation, bankruptcy or any analogous insolvency process, makes any arrangement or composition with its creditors, has a receiver, administrator or similar office-holder appointed over any part of its assets or business, or is otherwise unable to pay its debts as they fall due.

9.2.2 MoleScan may also terminate this Agreement with immediate effect where, in its reasonable opinion, continued provision of the Services to the Clinic would be likely to

compromise patient safety, place MoleScan or its reviewing clinicians in breach of applicable law or professional obligations, or expose MoleScan to an unacceptable regulatory, clinical or reputational risk.

9.3 Termination by the Clinic

9.3.1 The Clinic may terminate this Agreement with immediate effect by giving written notice to MoleScan if MoleScan commits a material breach of this Agreement which is incapable of remedy or, where such breach is capable of remedy, fails to remedy that breach within fourteen (14) days after receiving written notice from the Clinic specifying the nature of the breach and requiring it to be remedied.

9.3.2 For the avoidance of doubt, the Clinic shall not be entitled to terminate this Agreement solely by reason of temporary interruption, suspension or unavailability of the Platform where such interruption, suspension or unavailability is permitted under this Agreement or results from planned maintenance, emergency maintenance, security measures, Force Majeure Events or circumstances beyond MoleScan's reasonable control.

9.4 Suspension

9.4.1 Nothing in this Agreement shall prevent MoleScan from suspending or restricting the Clinic's access to the Platform or the Services, in whole or in part, where MoleScan reasonably considers such suspension to be necessary to protect patient safety, investigate any actual or suspected misuse of the Platform, comply with any applicable law, regulatory requirement or professional obligation, undertake planned or emergency maintenance, software upgrades or security updates, protect the integrity, security, availability or performance of the Platform, respond to a cybersecurity incident or other technical vulnerability, or address any Clinic Default. MoleScan shall use reasonable endeavours to restore the affected Services as soon as reasonably practicable once the circumstances giving rise to the suspension have been resolved.

9.4.2 Any suspension of the Platform or the Services under this clause shall not constitute a breach of this Agreement by MoleScan or give rise to any entitlement on the part of the Clinic to terminate this Agreement, withhold payment or claim compensation, provided that MoleScan has exercised its rights under this clause reasonably and in good faith.

10. CONSEQUENCES OF TERMINATION

10.1 Termination shall not affect any accrued rights or liabilities of either Party.

10.2 Consequences of Termination

10.2.1 Upon the termination or expiry of this Agreement for any reason, the Clinic's right to access and use the Platform and the Services shall immediately cease, all outstanding invoices and any other sums due to MoleScan under this Agreement shall become immediately due and payable, and MoleScan may suspend or permanently disable all user accounts associated with the Clinic and revoke all rights of access to the Platform. Subject to any legal, regulatory, professional or insurance obligation requiring the retention of records, each Party shall, upon

written request of the other Party, promptly return or securely destroy all Confidential Information belonging to the other Party which is in its possession or control and shall, upon request, certify in writing that it has complied with this obligation.

10.2.2 Notwithstanding clause 10.2.1, MoleScan may retain Patient Information, Clinical Reports, audit logs, system records and any other information submitted through or generated by the Platform to the extent required to comply with applicable law, regulatory requirements, professional obligations, insurance requirements, clinical governance procedures, the defence of actual or anticipated legal proceedings, or the establishment, exercise or defence of legal claims.

10.2.3 Upon reasonable written request made within thirty (30) days following termination of this Agreement, MoleScan shall make available to the Clinic copies of Clinical Reports relating to Cases submitted by that Clinic, subject always to applicable law, professional obligations and Data Protection Legislation.

10.3 MoleScan may retain Patient Information, Reports and associated records where required to comply with applicable law, professional regulation, insurance requirements or legitimate business purposes, including the defence of legal claims.

10.4 Clauses relating to confidentiality, intellectual property, payment, limitation of liability, indemnities, data protection and governing law shall survive termination.

11. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall create any partnership, joint venture, agency, employment relationship or fiduciary relationship between the Parties. Neither Party shall have authority to bind the other except where expressly authorised in writing.

12. LIMITATION OF LIABILITY

12.1.1 Nothing in this Agreement shall exclude or limit either Party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, deliberate default or wilful misconduct, any breach of applicable Data Protection Legislation where liability cannot lawfully be excluded or limited, or any other liability which cannot lawfully be excluded or restricted under the laws of England and Wales.

12.2 Excluded Losses

12.2.1 Subject to clause 12.1, MoleScan shall not be liable to the Clinic, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for any indirect, incidental, special or consequential loss or damage, or for any loss of profit, revenue, income, business, contracts, opportunity, goodwill, reputation, anticipated savings or business interruption arising out of or in connection with this Agreement or the provision of the Services. Without limitation, MoleScan shall have no liability for any loss, damage, delay or adverse outcome arising directly or indirectly from inaccurate, incomplete, false or misleading Patient

Information or other information submitted by or on behalf of the Clinic, poor-quality or inadequate clinical photographs or dermoscopic images, any failure by the Clinic to implement, communicate or appropriately act upon the findings or recommendations contained within a Clinical Report, or any clinical decision, diagnosis, treatment, referral or other patient management decision made by the Clinic or any healthcare professional responsible for the Patient's care.

12.3 Clinical Acknowledgements

12.3.1 The Clinic acknowledges and agrees that MoleScan provides an independent remote clinical opinion based solely upon the Patient Information, clinical history, clinical photographs and dermoscopic images submitted through the Platform. The Clinic further acknowledges that each Clinical Report represents the professional opinion of the reviewing clinician based only upon the information available at the time of assessment, does not constitute a definitive diagnosis, does not replace a face-to-face clinical examination or any other investigation that may be clinically indicated, and should not be relied upon in isolation when determining the appropriate management of the Patient. The Clinic acknowledges that it shall retain sole responsibility for exercising its own independent clinical judgement, determining and implementing the appropriate management of the Patient, communicating the contents of the Clinical Report to the Patient, arranging any further investigations, referrals or treatment, and fulfilling its continuing duty of care to the Patient. For the avoidance of doubt, the Clinic accepts that the provision of the Services by MoleScan shall not create, and is not intended to create, any doctor–patient relationship, duty of care or contractual relationship between MoleScan or its reviewing clinicians and any Patient, all such duties remaining solely with the Clinic and the healthcare professional responsible for the Patient's ongoing care.

12.4 Subject to Clause 12.1, MoleScan's total aggregate liability arising under or in connection with this Agreement shall not exceed the total Charges paid by the Clinic during the twelve (12) months immediately preceding the event giving rise to the claim.

12.5 Nothing in this Agreement shall be interpreted as creating any duty owed by MoleScan directly to the Patient.

13. NOTICES

13.1 Any notice under this Agreement shall be in writing.

13.2 Notices shall be sent:

MoleScan

Dermme Health Ltd

52 Thor Drive, Bedford, MK41 0WP

Email: hello@molescan.co.uk

13.3 Any notice given under or in connection with this Agreement shall be deemed to have been duly received, if delivered by hand, at the time of delivery; if sent by first-class post or another

next Business Day delivery service, at 9.00 a.m. on the second Business Day after posting; and if transmitted by email, at 9.00 a.m. on the next Business Day following transmission, provided that no automated delivery failure, bounce-back notification or similar notice indicating unsuccessful delivery has been received by the sender. For the avoidance of doubt, notices given by text message, SMS, instant messaging application, social media platform or other similar electronic communication shall not constitute valid notice for the purposes of this Agreement unless expressly agreed otherwise in writing by the Parties.

14. ASSIGNMENT

The Clinic shall not assign, novate, transfer or otherwise dispose of any of its rights or obligations under this Agreement without MoleScan's prior written consent.

MoleScan may assign, novate, subcontract or transfer any of its rights or obligations under this Agreement to any associated company or successor business upon written notice to the Clinic.

15. GENERAL

15.1 Entire Agreement

15.1.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, negotiations, representations, understandings, agreements and arrangements, whether written or oral, relating to its subject matter.

15.1.2 Each Party acknowledges that, in entering into this Agreement, it has not relied upon any representation, warranty, assurance or undertaking other than those expressly set out in this Agreement.

15.1.3 Nothing in this clause shall exclude or limit liability for fraud or fraudulent misrepresentation.

15.2 Variation

15.2.1 No variation of this Agreement shall be effective unless it is made in writing and signed by authorised representatives of both Parties.

15.2.2 Notwithstanding clause 15.2.1, MoleScan may amend its operational procedures, Platform functionality, submission requirements, clinical protocols, user guidance or technical specifications from time to time where such amendments do not materially reduce the nature or quality of the Services. Any such amendments shall take effect upon written notice to the Clinic or publication on the Platform.

15.2.3 Where any amendment made pursuant to clause 15.2.2 materially and adversely affects the Clinic's ability to use the Services (other than amendments required by applicable law, regulatory requirements or patient safety considerations), the Clinic may terminate this Agreement by giving thirty (30) days' written notice within thirty (30) days after notification of the relevant amendment.

15.3 Waiver

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

15.3.2 A waiver shall only be effective if given in writing and shall apply only to the specific circumstances for which it is given.

15.4 Severance

15.4.1 If any provision of this Agreement is held by any court or competent authority to be invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

15.4.2 If such modification is not possible, the relevant provision shall be deemed deleted.

15.4.3 The validity and enforceability of the remaining provisions of this Agreement shall not be affected.

15.5 Third Party Rights

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

15.6 Force Majeure

15.6.1 Neither Party shall be liable for any failure or delay in performing any of its obligations under this Agreement to the extent that such failure or delay is caused by or results from a Force Majeure Event. For the purposes of this Agreement, a Force Majeure Event means any event, circumstance or cause beyond the reasonable control of the affected Party which could not reasonably have been prevented or mitigated, including, without limitation, acts of God, flood, fire or other natural disasters, epidemic or pandemic, war, armed conflict, terrorism, civil unrest or riot, industrial action or labour disputes not involving the affected Party's own workforce, interruption or failure of telecommunications networks, internet services, cloud infrastructure or utility supplies, cyber attacks, ransomware, malicious software or widespread technology failures not attributable to the negligence or wilful default of the affected Party, governmental action, sanctions, changes in applicable law or regulatory requirements, or any other event beyond the reasonable control of the affected Party.

15.6.2 The Party affected by a Force Majeure Event shall notify the other Party as soon as reasonably practicable after becoming aware of the Force Majeure Event, providing reasonable details of the nature of the event, the obligations affected and, where reasonably possible, the anticipated duration of the disruption.

15.6.3 The affected Party shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement as soon as reasonably practicable.

15.6.4 Where a Force Majeure Event continues for a continuous period of more than sixty (60) days and materially prevents the performance of the Services, either Party may terminate this

Agreement by giving written notice to the other Party without incurring any liability arising solely from such termination.

15.7 Relationship of the Parties

15.7.1 Nothing in this Agreement shall create or be deemed to create any partnership, joint venture, agency, employment relationship or fiduciary relationship between the Parties.

15.7.2 Neither Party shall have authority to bind the other Party or to incur any obligation on its behalf unless expressly authorised in writing.

15.8 Further Assurance

Each Party shall, at its own cost, promptly execute and deliver such further documents and perform such further acts as may reasonably be required to give full effect to this Agreement and to the transactions contemplated by it.

15.9 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement. Electronic signatures and signatures transmitted electronically shall be deemed to be original signatures for all purposes.

15.10 No Publicity

Neither Party shall issue any press release, public announcement or marketing communication referring to the other Party or this Agreement without the prior written consent of the other Party, except where required by law or by a regulatory authority.

15.11 Survival

Any provision of this Agreement which expressly or by implication is intended to survive termination or expiry, including but not limited to provisions relating to confidentiality, data protection, intellectual property, payment obligations, indemnities, limitation of liability and dispute resolution, shall continue in full force and effect notwithstanding termination or expiry.

15.12 Regulatory Changes

15.12.1 If any change in applicable law, professional guidance, regulatory requirement or clinical standard materially affects the provision of the Services, MoleScan may make such reasonable amendments to the Platform, clinical workflows, reporting processes or operational procedures as are necessary to ensure ongoing legal and regulatory compliance.

15.12.2 Where such changes materially affect the Clinic's use of the Services, MoleScan shall provide the Clinic with reasonable notice of the changes as soon as practicable.

16. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by the laws of England and Wales.

The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.