

Reframe Service Agreement – Terms & Conditions

Welcome to the Reframe Service Agreement Terms & Conditions. Reframe provides healthcare navigation and support services and are dedicated to supporting people through illness. Our aim is to make a meaningful difference to the lives of individuals with a diagnosis and those caring for a loved one, through a hyper-personalised service that informs, supports and guides them at every step. We are delighted to be able to support you and your business and are committed to working together to facilitate access to our healthcare navigation services on behalf of your employees.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms & Conditions the following definitions apply:

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

"Cancer Nurse Specialist" means a trained healthcare professional with experience in cancer treatment and providing general support, information and guidance to help with the impact of the Patient's cancer diagnosis. For the avoidance of doubt, the Cancer Nurse Specialist will not provide clinical opinions or clinical advice;

"Cancer Support Manager" means the key point of contact for a Patient's case. The Cancer Support Manager provides logistical and support services throughout the UK, and ensures a seamless service, ensuring that Patients understand the Services and get the right support and the most out of the resources available. They will gain a full understanding of the Patient's needs and concerns following initial contact. For the avoidance of doubt, the Cancer Support Manager will not provide clinical opinions or clinical advice;

"Confidential Information" means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

"Consent Authority" means the authorisation from Patients for Reframe to access medical records (where relevant), discuss confidential information with a Nominated Representative, (where relevant), and discuss a Patient's Protected Data with Consultants, health professionals or Reframe partners and Third Party Service providers (where relevant);

"Consultant" means any person or organisation within Reframe's network that has agreed to carry out Services for a Patient and with whom Reframe has facilitated such Services;

"Contract" means the agreement between Reframe and the Customer for the supply and purchase of Services to be provided to Patients by Reframe via the Customer incorporating these Terms & Conditions and the Schedules;

"Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;

"Controller" shall have the meaning given in applicable Data Protection Laws from time to time;

"Customer" means the person who purchases the Services from Reframe in accordance with these Terms & Conditions;

"Data Protection Laws" means, as binding on either party or the Services:

- (a) The UK GDPR (the EU's General Data Protection Regulation ((EU) 2016/679) as implemented into UK national law via the European Union (Withdrawal) Act 2018);
- (b) The Data Protection Act 2018;

(c) The Privacy and Electronic Communications (EC Directive) Regulations 2003 as implemented into UK national law via the Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

(d) Any laws which implement any such laws; and

(e) Any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

"Data Subject" shall have the meaning in applicable Data Protection Laws from time to time;

"Effective Date" means the date on which the Customer accepts these Terms & Conditions;

"Fair Usage Policy" means Reframe's fair usage policy in force from time to time and as set out in clause 6;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, pandemic or mass illness, including governmental restrictions detrimentally affecting the performance of obligations under the Contract which are brought into force as a result of pandemic or mass illness, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving Reframe's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

"Initial Period" means a period of 1 year from the Effective Date;

"Intellectual Property Rights" means copyright, database rights, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

(a) Whether registered or not;

(b) Including any applications to protect or register such rights;

(c) Including all renewals and extensions of such rights or applications;

(d) Whether vested, contingent or future;

(e) To which the relevant party is or may be entitled, and

(f) In whichever part of the world existing;

"Knowledge Base" means any and all material owned by Reframe that may relate to the Services, including fact sheets, hyperlinks, podcasts and any and all documentation that may be created by Reframe in connection with the Services;

"Legal Guardian" means the person responsible for all parental decisions relating to the under 18-year-old dependent;

"Nominated Representative" means the person nominated to represent the Patient, as notified to Reframe;

"Patient" means the recipient of the Services;

"Patient Portal" means the portal used by a Patient to access resources, receive the Services, and interact via online chat with Reframe's Patient support team;

"Personal Data" has the meaning given in the applicable Data Protection Laws from time to time;

"Personal Data Breach" has the meaning given in the applicable Data Protection Laws from time to time;

"Processing" has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);

"Processor" has the meaning given to it in applicable Data Protection Laws from time to time;

"Protected Data" means Personal Data received from the Customer or a Patient in connection with the performance of the Services and Reframe's obligations under the Contract that relates to a Patient;

"Reframe" means Harley Street Concierge Limited, trading as Reframe, a company incorporated in England & Wales (Registration Number: 08331310) with registered office situated at The Square, Basing View, Basingstoke, RG21 4EB;

"Reframe Personnel" means all employees, officers, staff, other workers, agents and Consultants of Reframe, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;

"Renewal Period" means a 1 year period beginning upon the expiration of the Initial Period or upon the expiration of a previous Renewal Period;

"Services" means the health navigation and support services, to be provided by Reframe under the Contract and as set out in the Services Confirmation, or as otherwise agreed in writing between the Customer and Reframe;

"Services Confirmation" means the applicable service confirmation document setting out the details of the Customer and the Services as selected during the ordering process on the Reframe website and/or detailed in any relevant proposal;

"Sub-Processor" means any agent, subcontractor or other third party (excluding its employees) engaged by Reframe for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;

"Terms & Conditions" means Reframe's terms and conditions of supply set out in this document; and

"Third Party Services" means services provided by an individual or organisation other than Reframe, who are selected based on their expertise in a specialty or subspecialty. Reframe is not responsible for the information provided via any Third Party Services and accept no liability for the information provided, and Reframe accepts no liability for any loss or damage caused by any act or omission of any third party to whom Reframe may direct.

2. APPLICATION OF THESE TERMS & CONDITIONS

2.1 These Terms & Conditions apply to and form part of the Contract between Reframe and the Customer. It supersedes any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that Reframe otherwise agrees in writing.

2.3 The Contract shall commence on the Effective Date, continue for the Initial Period, and thereafter the Contract shall be automatically renewed for successive Renewal Periods, unless or until it is terminated in accordance with clause 15.

2.4 No variation of these Terms & Conditions or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Reframe.

2.5 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

2.6 For the avoidance of doubt, the Customer acknowledges that in circumstances where the Customer is outside of England and Wales Reframe reserves the right to carry out its obligations under these Terms & Conditions:

2.6.1 Only upon confirmation in writing from Reframe that Reframe is able to do so;

2.6.2 Using its commercially reasonable endeavours; and

In the event that Reframe is not able to carry out its obligations under these Terms & Conditions, and accordingly is not able to provide confirmation in writing in accordance with clause 2.6.1, the Contract shall terminate immediately and Reframe will immediately refund any Fees paid by the Customer.

3. FEES & PAYMENT

3.1 The fees for the Services shall be as set out in the Services Confirmation ("**Fees**").

- 3.2 The Customer shall pay any invoice within 30 days of the date of the invoice, and at the intervals specified in the Services Confirmation.
- 3.3 Reframe may increase the Fees as may be required from time to time with effect from each anniversary of the Effective Date in line with the percentage increase in RPI in the preceding 12-month period, and shall notify the Customer in writing of any such increase.
- 3.4 Time of payment is of the essence. Where sums due under this Services Agreement are not paid in full by the due date:
 - 3.4.1 Reframe may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of The Bank of England from time to time in force;
 - 3.4.2 Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment; and
 - 3.4.3 Reframe may suspend all Services until payment has been made in full.

4. PERFORMANCE & SERVICES

- 4.1 Reframe shall provide the Services in accordance with the Contract and the Fair Usage Policy from the date set out in the Services Confirmation.
- 4.2 During the performance of the Services the Customer acknowledges that Reframe may contact the Customer regarding the Customer's use of the Services.
- 4.3 Reframe shall use its reasonable endeavours to meet estimated dates/times/timeframes for performance as set out in the Services Confirmation, but any such dates/times/timeframes are approximate only.
- 4.4 Reframe shall not be liable for any delay in or failure of performance caused by:
 - 4.4.1 Any act or omission of the Customer resulting in Reframe's delay or failure of performance;
 - 4.4.2 The Customer's failure to: (i) carry out any necessary work in accordance with Reframe's instructions or as required for the performance of the Services, or (ii) provide Reframe with adequate instructions for performance or otherwise relating to the Services;
 - 4.4.3 Force Majeure.
- 4.5 Reframe will assist the Patient in obtaining the Services in accordance with these Terms & Conditions, and as applicable in Schedule 1, to the extent that the Services are available and where applicable, the Patient's physician or Consultant has agreed that the Services are appropriate for the Patient and the Patient has given consent for the Services to be provided.
- 4.6 Reframe will provide the Patient with assistance in obtaining the Services in the UK only.
- 4.7 Any decisions regarding medical care and treatment, and Services required by the Patient, are based on the independent medical judgement of the Patient's Consultant and are carried out at the Patient's own risk.

5. CONSULTANTS

- 5.1 Reframe may arrange for Consultants to provide relevant Services for the Patient.
- 5.2 The Customer acknowledges that in order to receive the Services, the Patient must agree that in relation to the provision of private medical treatment as a Service, Reframe shall act as the Patient's agent (not as principal) and not as agent of the Consultant providing such Service.
- 5.3 Reframe shall use reasonable endeavours to carry out the following:
 - 5.3.1 Conduct reasonable research and take reasonable care in the recommendation of the Consultant; and
 - 5.3.2 Inform and instruct the Consultant as to the personal requirements of the Patient as understood by Reframe.

6. FAIR USAGE POLICY

- 6.1 The Reframe Fair Usage Policy ensures that all Customers and Patients receive the best possible, bespoke organization Services through setting generous Service provision time limits. The following provisions set out Reframe's Fair Usage Policy covering all of the Reframe support programmes. Reframe reserves the right to exceed any limits at its discretion.
- 6.2 Reframe reserves the right to deny service and/or terminate the account of a Patient in the following circumstances:
- 6.2.1 Refusal to sign the Reframe privacy agreement as part of the case registration process or provide Consent Authority;
 - 6.2.2 Failure to disclose material information that should reasonably be provided to Reframe to facilitate the Services or provide Consent Authority;
 - 6.2.3 Using, or attempting to use the Service for the benefit of any third party not covered under the Contract;
 - 6.2.4 Sharing login or other confidential credentials with any third party other than the specified Nominated Representative;
 - 6.2.5 Ethical, regulatory, or other reasons, including, but not limited to, suspicion of money laundering, conflict of interest, fraud, and insurance issues;
 - 6.2.6 Abusive conduct towards any Reframe Personnel;
 - 6.2.7 Other conduct which Reframe reasonably determines to be a breach of this Fair Use Policy, the Contract, or conduct amounting to bad faith.
- 6.3 The Customer acknowledges that Reframe will calculate the thresholds applicable to the Fair Usage Policy by multiplying the size of the population covered, as stated in the proposal or on the Reframe website, by the recognised Cancer Research UK cancer propensity rate of 2.91%. This calculation will be applied to the purchased cancer support plan in respect of the Services.
- 6.4 Reframe will notify the Customer of any risk of a Patient breaching this Fair Usage Policy or exceeding the thresholds calculated in accordance with clause 6.3 of these Terms & Conditions, as part of ongoing service and governance reviews. For the avoidance of doubt, Reframe will not inform or discuss such risk with the Patient until the Customer has been notified in accordance with this clause.

7. PATIENT SERVICES

- 7.1 The Services shall be provided to the Patient subject to the provisions of this clause 7 of these Terms & Conditions.
- 7.2 The Customer acknowledges that Reframe provides Services to Patients based on the following operating conditions:
- 7.2.1 Reframe's expertise is in the UK healthcare system, both in the NHS and private sector, and not in relation to any other healthcare system in any other jurisdiction;
 - 7.2.2 English language, spoken and written, is the only language under which Reframe provides its Services;
 - 7.2.3 Reframe's operational hours are 9am – 5.30pm (GMT/BST) Monday – Friday only, excluding bank holidays;
 - 7.2.4 Services provided for Patients residing outside of the UK is restricted to countries listed in the Services Confirmation and subject to the provisions of this clause 7 of these Terms & Conditions
- 7.3 The Customer acknowledges that Service provision for under 18-year-old dependents is non-clinical and therefore the contact is via Cancer Support Managers during the enquiry and via the Cancer Support Manager when the case is opened. No direct contact is made with or by the nurses, however a nurse may discuss the case internally with the Cancer Support Manager if internal advice is required. Dependents under the age of 18 are not supported directly by Reframe and so there is no direct communication with this age group. The Legal Guardian who is the main beneficiary parent (i.e., policy

holder or employee) will be supported as a carer during the case service period. Portal access is set up for the beneficiary (Legal Guardian) who can nominate another Legal Guardian, or related adult (e.g., grandparent) if applicable and give consent for them to access the portal and case information and talk on their behalf. Support is practical and may for instance include signposting to resources relevant to the dependent's cancer diagnosis. The scope for signposting cancer related services will be limited to general or practical information and will not include anything that could be perceived as paediatric clinical advice. Support will not include 2nd opinion or pathology review because support is to the Legal Guardian only and is not related to the clinical care of their dependent therefore second opinions etc. fall outside the scope of the Services Reframe offer under these Terms and Conditions. With the scope of practical support, the Cancer Support Manager can assist with appointment booking or other practical follow-up for an appointment. Each case will be discussed at the routine case reviews to ensure that support is appropriate.

- 7.4 The Customer acknowledges that in order to receive the Services, the Patient must authorise Reframe to disclose information disclosed by the Patient to Reframe to:
- 7.4.1 Any relevant Consultant for the purposes of arranging the Services and liaising with Consultants from whom opinions and advice are sought;
 - 7.4.2 Any relevant Nominated Representative;
 - 7.4.3 The Patient's GP and oncologist, and any relevant third parties for the purpose of identifying and arranging relevant Third Party Services.
- 7.5 The Customer acknowledges that in order to receive the Services, the Patient must provide all information, and any necessary Consent Authority, that are required to enable Reframe to carry out the Services and that any information provided by the Patient must be accurate and complete to the best of the Patient's ability and knowledge.
- 7.6 For the avoidance of doubt, Reframe accepts no liability for any loss whatsoever which may incur howsoever caused and which arises as a result of (whether directly or indirectly) inaccurate or incomplete information provided by the Patient or the Customer.

8. WARRANTY

- 8.1 Reframe warrants that the Services shall:
- 8.1.1 Conform in all material respects to the Services Confirmation;
 - 8.1.2 Be free from material defects;
 - 8.1.3 Be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13;
 - 8.1.4 Be carried out, where appropriate, by Reframe Personnel with relevant professional qualifications and relevant professional training; and
 - 8.1.5 Be fit for purpose and any purpose held out by Reframe.
- 8.2 The Customer warrants that:
- 8.2.1 It has provided Reframe with all relevant, full and accurate information as to the Customer's and Patient's requirements as required for the performance of the Services;
 - 8.2.2 It shall use all reasonable endeavours to cooperate with Reframe in all matters relating to the Services;
 - 8.2.3 It shall obtain and maintain all necessary licences, consents and permissions, and comply with all relevant legislation, necessary for Reframe, its agents, subcontractors, consultants and employees, to perform their obligations under this Contract, including without limitation the Services;
 - 8.2.4 It shall provide to Reframe in a timely manner all documents, information, items and materials in any form (whether owned by the Customer, the Patient or any relevant third party)

reasonably required by Reframe in connection with the Services and ensure that they are accurate and complete.

8.3 Except as set out in this clause 8:

8.3.1 Reframe gives no warranties and makes no representations in relation to the Services; and

8.3.2 All warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

9. INDEMNITY AND INSURANCE

9.1 The Customer shall indemnify, and keep indemnified, Reframe from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Reframe as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

9.2 Reframe accepts liability from and against any direct losses, damages, liability, costs and expenses incurred by the Customer as a direct result of Reframe's breach of any of Reframe's obligations under the Contract.

9.3 The Customer shall have in place contracts of insurance with reputable insurers to cover its obligations under these Terms & Conditions.

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10. LIMITATION OF LIABILITY

10.1 Subject to clause 10.5, Reframe's total liability shall not exceed the sum of the total Fees paid by the Customer during the 12 month period preceding the date on which the relevant claim arose.

10.2 Reframe shall not be liable for any claims, losses, liabilities, expenses or damages arising from circumstances beyond its control or circumstances for which it is not responsible.

10.3 Subject to clause 10.5, neither party shall be liable for consequential, indirect or special losses.

10.4 Subject to clause 10.5, neither party shall be liable for any of the following (whether direct or indirect):

10.4.1 Loss of profit;

10.4.2 Loss of data;

10.4.3 Loss of use;

10.4.4 Loss of production;

10.4.5 Loss of contract;

10.4.6 Loss of opportunity;

10.4.7 Loss of savings, discount or rebate (whether actual or anticipated);

10.4.8 Harm to reputation or loss of goodwill.

10.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

10.5.1 Death or personal injury caused by negligence;

10.5.2 Fraud or fraudulent misrepresentation;

10.5.3 Any other losses which cannot be excluded or limited by applicable law;

10.6 Neither party shall be liable for losses arising out of or in connection with any Third Party Services, including in circumstances where Reframe has recommended such Third Party Services.

10.7 For the avoidance of doubt:

10.7.1 Reframe will not provide any medical service, clinical service or healthcare service and Reframe is not liable for any loss or damage arising from the provision of a Service by a provider of Third Party Services, or if action is taken by the Patient relying on the advice or information provided by the Third Party Service provider. Reframe does not endorse or warrant the accuracy or suitability of the medical advice of any Consultant or Third Party Service provider.

- 10.7.2 While Reframe shall use reasonable endeavours to ensure suitable skill and qualification of a Third Party Service provider, should the standard or skill of a Third Party Service provider fall below the standard which would reasonably be expected, Reframe shall not be liable, nor shall Reframe be liable for any loss or damage caused, resulting from a breach of any agreement between the Patient and the Third Party Service provider.
- 10.7.3 The Customer acknowledges and agrees that Reframe only arranges the Services for domestic and private use within the UK.
- 10.7.4 Reframe does not accept any liability for delays to or suspension of Services for reasons outside of Reframe's control, and Reframe will arrange for the recommencement of such Services as soon as possible after any such event.
- 10.7.5 Reframe may provide the Patient with information and lists of products or suppliers that are relevant to the Services. The information that Reframe provides will be from or about verified suppliers and will be provided based on the information that the Patient has shared. Reframe will not be liable for any loss or damage arising from the use of or inability to use the information provided and Reframe make no representations, warranties or guarantees, whether express or implied, for any products or services that are obtained or purchase from such suppliers.
- 10.7.6 Reframe are not responsible for arranging any licences, passports, visas, insurances or other documents that may be required in relation to use of the Services, unless Reframe explicitly agrees in writing that Reframe shall arrange for them beforehand, in which case additional Fees may be incurred.
- 10.7.7 Reframe accepts no liability where information is provided to Reframe by a Patient which such Patient did not have authority or consent to provide.

11. INTELLECTUAL PROPERTY & PROTECTED DATA

- 11.1 All Intellectual Property Rights arising out of or in connection with the performance of the Services or the Knowledge Base shall remain the exclusive property of Reframe, or, in circumstances where such Intellectual Property Rights are licensed to Reframe from a third party licensor, such Intellectual Property Rights shall remain the exclusive property of the third party licensor.

12. CONFIDENTIALITY AND ANNOUNCEMENTS

- 12.1 The receiving party shall keep confidential all Confidential Information of the disclosing party and of any Affiliate of the disclosing party and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
 - 12.1.1 Any information which was in the public domain at the date of the Contract;
 - 12.1.2 Any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 12.1.3 Any information which is independently developed by the receiving party without using information supplied by the disclosing party or by any Affiliate of the disclosing party; or
 - 12.1.4 Any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 12.2 Each party shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority or with written permission of the other party.
- 12.3 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any provisions of clause 13.

- 12.4 Reframe acknowledges that the medical information relating to the Patient is confidential. Reframe will keep such information confidential and will not disclose such information to any other person, other than the Nominated Representative or parties specifically nominated by the Patient, except to the extent that such information is required by Reframe to provide the Services or as otherwise required by law.
- 12.5 For the performance of the Services, Reframe shall use such methods as Reframe deems appropriate and necessary for the storage and distribution of personal information and data to Reframe Personnel, Consultants, and other third parties.
- 12.6 This clause shall remain in force for a period of 5 years from the date of the Contract and, if longer, 3 years after termination of the Contract.

13. PROCESSING OF PERSONAL DATA

- 13.1 In order for Reframe to perform the Services, Reframe may collect Protected Data from the Patient.
- 13.2 In respect of Protected Data provided to Reframe in accordance with clause 13.1 Reframe is a Controller and Processor for the purposes of controlling and/or processing Protected Data received from the Data Subject respectively pursuant to the Contract. The Customer is the Controller of Personal Data it provides Reframe under the Contract and Reframe is the Processor of such Personal Data.
- 13.3 The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Personal Data. The Customer shall ensure all instructions given by it to Reframe in respect of Personal Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.
- 13.4 Reframe shall process any Personal Data received from the Customer and Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
- 13.5 The Customer shall indemnify and keep indemnified Reframe against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 13.
- 13.6 Reframe shall:
- 13.6.1 Only process (and shall ensure Reframe Personnel only process) the Personal Data received from the Customer and Protected Data in accordance with Schedule 2 and the Contract except where otherwise required by applicable law;
- 13.6.2 Without prejudice to clause 13.3, if Reframe believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing;
- 13.6.3 Securely store all the Personal Data received from the Customer and Protected Data relating to a Patient for a period of 6 years beyond the date of the cessation of the Patient's receipt of the Services, unless notified to the contrary in writing by the Patient.
- 13.7 Taking into account the state of technical development and the nature of processing, Reframe shall implement and maintain appropriate technical and organizational measures to protect the Protected Data against accidental, organization or unlawful destruction, loss, alteration, disclosure or access.
- 13.8 Reframe shall:
- 13.8.1 Not permit any processing of Protected Data by any agent, subcontractor or other third party without the prior written authorisation of the Customer, or, where applicable, the Patient;
- 13.8.2 Prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 13 that is enforceable by Reframe and ensure each such Sub-Processor complies with all such obligations;

- 13.8.3 Remain fully liable to the Customer, or, where applicable, the Patient, under the Contract for all the acts and omissions of each Sub-Processor as if they were its own, and ensure that all persons authorised by Reframe or any Sub-Processor to process Personal Data received from the Customer and Protected Data are subject to a binding written contractual obligation to keep the Personal Data and Protected Data confidential.
- 13.9 The Customer authorises the appointment of Sub-Processors as may be notified to the Customer by Reframe from time to time.
- 13.10 Reframe shall (at the Customer's cost):
- 13.10.1 Assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the UK GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Reframe; and
- 13.10.2 Taking into account the nature of the processing, assist the Customer (by appropriate technical and organizational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Personal Data.
- 13.11 Reframe shall not process and/or transfer, or otherwise directly or indirectly disclose, any Personal Data received from the Customer and/or Protected Data in or to countries outside the United Kingdom except in compliance with the Data Protection Laws.
- 13.12 Reframe shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Reframe's compliance with the obligations placed on it under this clause 13.
- 13.13 Reframe shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Personal Data received from the Customer and Protected Data.
- 13.14 On the end of the provision of the Services relating to the processing of Personal Data received from the Customer and Protected Data, at the Customer's cost and the Customer's option, Reframe shall either securely dispose or return all of the Personal Data received from the Customer (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Reframe to store such Personal Data.
- 13.15 This clause 13 shall survive termination or expiry of the Contract.

14. FORCE MAJEURE

- 14.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure. In the event of a Force Majeure event, the parties shall renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

15. TERMINATION

- 15.1 Either party may terminate this agreement by giving written notice to the other party:
- 15.1.1 3 months prior to the expiration of the Initial Period, in which circumstance the Contract shall terminate at the end of the Initial Period; or
- 15.1.2 3 months prior to the expiration of a Renewal Period, in which circumstance the Contract shall terminate at the end of the applicable Renewal Period.
- 15.2 Either party may terminate the Contract immediately and at any time during the Initial Period or a Renewal Period by giving notice in writing to the other party if:
- 15.2.1 Either party commits a material breach of Contract and such breach is not remediable;
- 15.2.2 Either party commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;

- 15.2.3 The Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after Reframe has given notification that the payment is overdue; or
- 15.2.4 Any consent, licence or authorisation held by either party is revoked or modified such that they are no longer able to comply with their obligations under the Contract or receive any benefit to which they are entitled.
- 15.3 In the event that the Contract is terminated, including by way of this clause 15, and where a Patient is receiving ongoing Services, the Customer agrees to make payment within 14 days to Reframe of any Fees due in respect of such Patient that would be incurred by Reframe up until the date on which the provision of the Services to the Patient are due to come to an end, the amount of such payment(s) to be notified to the Customer on a Patient-by-Patient basis.

16. CUMULATIVE REMEDIES

- 16.1 The rights and remedies provided in the Contract for Reframe only are cumulative and not exclusive of any rights and remedies provided by law.

17. VARIATION

- 17.1 No variation of the Contract or any relevant details as to the performance of the Services, including performance dates, shall be valid or effective unless it is in writing, refers to the Contract and these Terms & Conditions and is duly signed or executed by, or on behalf of, Reframe.

18. ASSIGNMENT

- 18.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Reframe's prior written consent, such consent not to be unreasonably withheld or delayed.
- 18.2 Notwithstanding clause 18.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives Reframe prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

19. SEVERANCE

- 19.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 19.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

20. WAIVER

- 20.1 No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 20.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by Reframe shall prevent any future exercise of it or the exercise of any other right, power or remedy by Reframe.

20.3 A waiver of any term, provision, condition or breach of the Contract by Reframe shall only be effective if given in writing and signed by Reframe, and then only in the instance and for the purpose for which it is given.

21. THIRD PARTY RIGHTS

21.1 Except as expressly provided for in clause 21.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

21.2 Any Affiliate of Reframe shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

22. GOVERNING LAW

22.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

23. JURISDICTION

23.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

Reframe Cancer tiers of support are set out below:

	Reframe Core Support Plan	Reframe Standard Support Plan	Reframe Advanced Support Plan	Reframe Unlimited Support Plan
Access to Information Hub Resources	✓	✓	✓	✓
Access to patient portal 24/7 for online cancer support	x	✓	✓	✓
Employees are connected to verified resources that support them on their cancer journey	✓	✓	✓	✓
Bespoke patient support plan for employees accessing the service	✓	✓	✓	✓
Duration of cancer support case for the employee to utilise their support hours.	12 months	12 months	12 months	24 months
Number of support hours included per patient	4	16	28	72
Funded diet and nutrition sessions (Third Party Provider)	None	None	None	Up to £200

SCHEDULE 2

Data Protection

Data processing details

Processing of the Personal Data received from the Customer and the Protected Data by Reframe under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Schedule 2.

1. SUBJECT-MATTER OF PROCESSING:

Personal Data and/or Protected Data for the purposes of Reframe and the Customer carrying out the parties' respective obligations in accordance with this Services Agreement.

2. DURATION OF THE PROCESSING:

The duration of the Contract.

3. NATURE AND PURPOSE OF THE PROCESSING:

The collection, recording, organisation, storage, retrieval, erasure and destruction of the Personal Data received from the Customer and Protected Data for the purposes of Reframe and the Customer carrying out the parties' respective obligations in accordance with this Services Agreement.

The use of Personal Data by Reframe for the purpose of offering the Customer's employees access to the Services.

4. TYPE OF PERSONAL DATA:

The personal data that we collect may include:

Name, address and contact details including email addresses and telephone numbers;

Date of birth and gender;

Employer name and employee ID

Relationship to main policy holder;

Relationship to nominated representative;

NHS Number;

Medical health records whether provided by the NHS or other third parties;

Customer employee email addresses.

5. CATEGORIES OF DATA SUBJECTS:

Customers and Patients.

6. SPECIFIC PROCESSING INSTRUCTIONS:

Not applicable.