

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

1. DEFINITIONS AND INTERPRETATION

These Terms and Conditions shall be interpreted in accordance with Schedule 1 and where applicable Schedule 2 (including the Data Processing Annex).

2. BASIS OF PROVISION OF GOODS AND SERVICES

- 2.1. Where the Client accepts a valid quote from Katalyst, and Katalyst agrees to provide the Goods and/or Services described in the quote, then Katalyst shall issue an Invoice. An Invoice issued to the Client, together with these Terms and Conditions constitutes a binding Agreement between Katalyst and the Client, pursuant to these Standard Terms and Conditions. For the avoidance of doubt, Katalyst is not obliged to provide any Goods and/or Services upon acceptance of a quote by the Client.
- 2.2. Each Quote for Goods and/or Services by the Client shall be deemed to be an offer by the Client to purchase Goods and Services subject to these Terms and Conditions.
- 2.3. Client shall be deemed to have accepted a Quote and these Terms and Conditions when the authorised representative of the Client has approved the Quote.
- 2.4. Any variation, cancellation or waiver of these Terms and Conditions shall only be effective if made in writing and signed by a duly authorised representative of Katalyst. For the avoidance of doubt, Katalyst's delivery drivers, and on-site operational staff are not so authorised.

3. PRICING AND PAYMENT

- 3.1. Payment for all Goods and Services are to be made in advance and as described in the Accepted Quote and Invoice.

4. DELIVERY OF GOODS

- 4.1. The Parties recognise that shipping services are not always reliable, and that the Client should hold sufficient stock of Goods in case a delivery is later than expected.
- 4.2. Delivery times will be confirmed once payment has been made in full. Such delivery times may vary from the delivery times given on the Quote if there is a delay in payment.
- 4.3. Katalyst will use all reasonable efforts to meet any time or date for delivery given. Notwithstanding this, any time or date for delivery given by Katalyst is an estimate only and Katalyst will not be held liable or responsible for any delay or non-delivery on a specific day, where the delay or non-delivery is due to the courier service. In this instance Katalyst will not be liable nor for any loss, expense or damage whatsoever resulting from any such delay or non-delivery and the Client shall not be entitled to treat these Terms and Conditions as repudiated by reason of late delivery.
- 4.4. When signing for Goods from Katalyst directly or via a courier, the Client agrees to check that the quantity of Goods received agrees with the number on the packing list or delivery note and immediately to record and report to Katalyst any numerical discrepancy or obvious external damage. Katalyst will consider claims for damages, shortages or incorrect delivery only if notified within two (2) business days of receipt of the Goods and claims for non-delivery only if notified within ten (10) business days from the date of invoice. If any claim is so notified, Katalyst's sole responsibility will be limited to replacing or redelivering the goods in question or collecting excess deliveries at its expense and the Client will not be entitled to any other compensation whatsoever. Katalyst will accept no liability for any claims howsoever caused not notified within these periods nor will Katalyst have any liability in respect of damage or shortages caused by the acts or omissions of the Client.
- 4.5. Katalyst reserves the right to deliver in more than one consignment.

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

- 4.6. Katalyst will not accept the return of unwanted Goods correctly delivered against an Accepted Quote and Invoice.

5. SAFETY AND RECALL

- 5.1. Where the Client is purchasing Tests, they should satisfy itself that the persons responsible for the shipping, storage, handling and/or use of any of the Tests supplied by Katalyst have all the information required on health and safety requirements (as required by any applicable law in the Territory and conditions of storage and any health and material safety data sheets and/or summaries of product characteristics). Katalyst shall not be liable to the Client in any civil proceedings brought by the Client against Katalyst in respect of a breach of the any applicable law, shipping, storage, handling or use instructions or any other applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety, where such exclusion of liability is permitted by law.
- 5.2. In the event of any product recall the Client will cooperate with Katalyst to enable it to fulfil its vigilance duties, in entirety, with respect to the Medical and IVD Device Directives 92/42/EEC and 98/79 EC.
- 5.3. Where the Client is purchasing Tests the Client shall maintain adequate records to enable product recall procedures to be implemented. This includes providing weekly Batch Analysis reports as requested by Katalyst.

6. MANUFACTURER'S LIMITED PRODUCT WARRANTY

- 6.1. The Tests sold to the Client are subject to the Manufacturer's Product Warranty (MPW), which can be provided upon request and is subject to change from time-to-time without notice. Neither Katalyst nor the Manufacturer make any additional product warranty or guarantee or claim of performance with respect to the Tests sold to Client.
- 6.2. All the Tests sold to the Client must be used, transported and stored strictly in accordance with the Manufacturers' Instructions for Use, which may be updated from time-to-time without notice, and failure to follow these instructions will invalidate any claim made by the Client with respect to the MPW.
- 6.3. Where the Client wishes to exercise it's rights under the MPW it may be required to demonstrate defects by providing detailed information to Katalyst and/or the Manufacturer as required under the terms of the MPW, and strictly within the warranty period. The Client may also be required to return any suspected defective Tests to the Manufacturer to verify any such defects.
- 6.4. Given the nature of the Tests, the Tests cannot be returned for resale to either Katalyst or the Manufacturer.
- 6.5. Katalyst shall not be liable to the Client in any civil proceedings brought by the Client against Katalyst in respect of a breach of the any applicable law, shipping, storage, handling or use instructions or any other applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety, where such exclusion of liability is permitted by law.

7. SAFETY AND RECALL

- 7.1. Katalyst shall provide the Client with the Manufacturer Instructions for Use documentation from time-to-time upon request.

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

- 7.2. The Client should satisfy itself that the persons responsible for the shipping, storage, handling and/or use of any the Tests supplied by Katalyst have all the information required on health and safety requirements (as required by any applicable law and conditions of storage and any health and material safety data sheets and/or summaries of product characteristics).
- 7.3. In the event of any product recall the Client, will cooperate with Katalyst to enable it to fulfil its vigilance duties, in entirety, with respect to the Medical and IVD Device Directives 92/42/EEC and 98/79 EC.
- 7.4. The Client shall keep a register and keep Katalyst informed of any complaints, of non-conforming devices and of recalls and withdrawals.
- 7.5. The Client shall maintain a register or log of any returns which should include all the Tests kit details (including LOT numbers, date of delivery details, storage details) and reasons for their return.

8. STORAGE, TRANSPORT AND USAGE CONDITIONS

- 8.1. All the Tests must be stored and transported by the Client in accordance with product temperature conditions as issued or amended by the Manufacturer from time to time including in the Manufacturer's Instructions for Use. Failure to do this will invalidate the MPW.
- 8.2. The Client acknowledges that the Tests are perishable and will become denatured if they are stored or transported incorrectly.

9. YOTI AND DATA PROTECTION

- 9.1. Katalyst and Client agree to duly observe and comply with all applicable obligations under any relevant data protection legislation which arise in connection with the use of Goods or the provision of Services by Katalyst to Client.
- 9.2. The Yoti testing application is offered as an integrated part of the Tests, with respect to the delivery of test results. The Client is under no obligation to use the Yoti testing application to deliver test results, however, if the Yoti testing application is not used additional charges may be applied to support alternative systems.
- 9.3. All personal data in relation to the Yoti testing application are processed by Yoti Ltd, Fountain House, 130 Fenchurch Street, London, EC3M 5DJ (company number 08998951). If required by the Client a separate data processing agreement may be agreed between the Client and Yoti should the Client choose to use the Yoti the Tests application in relation to information security and data privacy.
- 9.4. If the Client uses the Yoti Web Application to deliver test results, then in using the Yoti Web Application, the Client is deemed to have reached an agreement with Yoti on information security and data privacy and accepted the terms of Yoti EULA in Schedule 2.

10. TESTING-AS-A-SERVICE

- 10.1. Katalyst shall provide testing-as-a-service as defined in the Accepted Quote and Invoice in terms of dates, times and numbers of tests to be consumed.
- 10.2. All tests carried out by Katalyst are conducted on behalf of the Client, as part of the Client's occupational health service to its employees.
- 10.3. Katalyst shall process all tests in accordance with the Manufacturers Instructions for Use (IFU) and where required Katalyst shall report test results to the relevant health authority, for example, test results from tests carried out in England are reported daily to Public Health England.

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

- 10.4. The Client acknowledges that all tests carried out by Katalyst are screening tests and not clinical diagnostic tests. Under no circumstances should clinical decisions should be made on the basis of test results that are derived from tests processed by Katalyst.
- 10.5. The Client acknowledges that interpretation is required to determine the presence of SARS-CoV-2, as such judgement will be used on occasion when a result is inconclusive. Where a test is inconclusive, Katalyst recommends that a retest is taken immediately, for the avoidance of doubt all retests are charged as a new test.
- 10.6. The number of tests committed to in the Accepted Quote shall relate to the number of tests consumed, and not the number of people tested. For the avoidance of doubt any tests that are processed, whether used to test a person or not, are deemed to be consumed.
- 10.7. Client shall provide suitable testing area accommodation for Katalyst personnel and equipment to set-up and operate testing-as-a-service. Katalyst requires a clean, dust-free, climate-controlled office environment, one desk per PCR machine, seating, power and a reliable enterprise grade Internet connection. For the avoidance of doubt, testing cannot be performed in a tent or similar temporary building.
- 10.8. Testing is provided on behalf of the Client, and it is the responsibility of the Client to:
 - 10.8.1. carry out any risk assessment in relation to potential COVID-19 infection; and
 - 10.8.2. define their own testing processes to fit their specific requirements, to reduce risk of COVID-19 infections, both prior and post testing (including when test results are inconclusive); and
 - 10.8.3. communicate to all relevant employees, contractors and guests that they will be tested and how to prepare for such testing; and
 - 10.8.4. inform all relevant employees, contractors and guests when and where they will be tested; and
 - 10.8.5. manage the flow of people to the testing area; and
 - 10.8.6. dispose of all waste produced as part of the testing, including clinical waste.
- 10.9. Katalyst shall endeavour to deliver the defined number of tests per day in the time defined in the Accepted Quote and Invoice, however, where there are insufficient numbers of people to test at the agreed times, or the working conditions do not permit it, fewer people may be tested. In such circumstances, the Client shall not be due any refund.
- 10.10. Katalyst shall perform the defined number of tests between from 09:00 to 17:00, which are Katalyst's standard Testing-As-A-Service hours. These hours may be varied when specified on the Accepted Quote and Invoice. If the Client wishes Katalyst to continue testing beyond the standard Testing-As-A-Service hours or any other agreed hours specified on the Accepted Quote and Invoice, Katalyst, upon its sole discretion, may choose to do so. However, additional charges may be payable by Client.
- 10.11. Where the number of people tested is below the planned number for the Accepted Order, Client may request to be given any unused the Tests test kits for their own use and Katalyst shall provide to Client any unused tests, provided such request is made while Katalyst is still working on-site.
- 10.12. The Parties acknowledge that due to capacity constraints, where the number of people tested is below the planned number for the day, for any reason, it may not be possible to reschedule such tests on subsequent days.

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

- 10.13. The Client shall be liable for any additional costs that may arise out of any change of location or date or time that may occur once the Testing-As-A-Service Quote has been accepted by the Client.
- 10.14. All pricing provided by Katalyst for the provision of Testing-As-A-Service assumes use of the Yoti app by testees and Yoti testing application. Where testees do not use the Yoti app, or the Client does not wish to use the Yoti testing application, then additional charges may be applied by Katalyst.

11. TRAINING

- 11.1. Katalyst shall use reasonable endeavours to supply any training defined in the accepted Order. Where this training includes on-site testing at a Client's premises, then Clause 10 above will also apply to any training.
- 11.2. The Client shall be liable for any additional costs that may arise out of any change of location of training address or date that may occur once the Quote has been accepted by the Client.
- 11.3. Katalyst will supply manufactures documentation, including the prevailing Instructions For Use (IFU), and the Manufacturers Material Safety Data Sheets (MSDSs) and Instructions For Use (IFU) during or before training. In addition, Katalyst will supply its own training materials. All materials to be supplied in digital form.
- 11.4. The quality of training depends on the number of tests conducted by the trainees. The Client may be required to organise and provide testees in order to provide testing subjects for training purposes. Katalyst will not be held liable or responsible for any delay or non-delivery of any training, nor for any loss or expense whatsoever resulting from any such failure of the Client to provide sufficient numbers of testees.
- 11.5. Katalyst reserves the right to change the course content of any training at any time and without notice.

12. TEST RESULTS

- 12.1. The Client acknowledges and agrees that:
 - 12.1.1. professional medical advice is required to provide a diagnosis of an individual's health, and technology alone cannot provide such a diagnosis and is not a substitute for professional medical advice;
 - 12.1.2. all results and data provided by the Tests are for informational purposes only;
 - 12.1.3. testing for the presence of a molecular pathogen such as SARS-CoV-2 RNA is technically challenging and relies on the quality of the sample collection and the appropriate transportation and processing of the test, hence the test results will not always be 100% reliable;
 - 12.1.4. a negative test result does not mean that a tested individual stops self-isolating if the tested individual has COVID-19 symptoms or if self-isolation is required by law; and
 - 12.1.5. a test result is only valid at the time the test was taken.

13. CONFIDENTIAL INFORMATION

- 13.1. Both Parties are aware that in the course of the negotiations, preparation, and delivery of testing-as-a-service and/or training and/or purchasing of the Tests they will each have access to and be entrusted with information in respect of the business

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

and operation of the other and their dealings, transactions and affairs, all of which information is or may be Confidential Information, except where it is Excluded Information. Where one Party "the receiving party" obtains Confidential Information of the other Party "the disclosing party" in connection with the performance of this Agreement, the receiving party shall keep the Confidential Information confidential, shall only use the Confidential Information for the purposes of enabling the performance of the Agreement and shall not disclose the Confidential Information to any third-party except where:

13.1.1. the disclosing party has consented in writing to the disclosure; or

13.1.2. the receiving party is required to disclose by law; or

13.1.3. the disclosure is made to the receiving party's contractors or Affiliates in order to fulfil its obligations under this Agreement, subject to their being bound by a duty of confidentiality equivalent to the obligation of the receiving party under the Agreement; or

13.1.4. the disclosure is made to the receiving party's professional advisors, auditors and insurers, subject to their being bound by a duty of confidentiality equivalent to the obligation of the receiving party under the Agreement.

13.2. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this agreement. For the avoidance of doubt all pricing information is deemed to be Confidential Information.

14. INTELLECTUAL PROPERTY

14.1. Client acknowledges that the Intellectual Property Rights of all the marketing materials related to the Tests belong to the Manufacturer.

15. WARRANTIES

15.1. The Parties hereby warrant, represent and undertake to each other that they have the right to enter into and fully perform this Agreement and that it will remain in full compliance with all applicable Laws and rules, including any applicable data protection or privacy laws throughout the Term.

15.2. Katalyst provides no warranties with respect to the Tests, express or implied, and all such product warranties are provided to the Client in the MLW. No Katalyst agent or employee may modify, extend or add to the MPW.

15.3. The Client hereby warrants that it shall not resell any the Tests supplied by Katalyst.

16. LIABILITY AND CONSEQUENTIAL LOSS

16.1. Katalyst shall not in any circumstances whatsoever (whether by reason of negligence, breach of contract, misrepresentation or otherwise) be liable for any economic loss, damage or expense, whether direct, indirect or consequential (including, without prejudice to the generality of the foregoing, loss of profits, business interruption, loss of goodwill or reputation) arising out of or in any way connected with the delivery and/or sale and/or use of the Goods or Service whether by the Client or by any third party.

16.2. In no event Katalyst shall be liable for any direct, indirect, consequential or incidental damages, including loss of profits, or for any claim by any third party, arising out of the use, the results of use or the inability to use the Tests by Client.

16.3. Nothing in this clause 16 shall be taken to limit or restrict Katalyst's liability (i) for personal injury or death resulting from the negligence of Katalyst, its employees and

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

agents; or (ii) for fraud or fraudulent misrepresentation or for any other matter for which it would be illegal for Katalyst to exclude, limit or attempt to exclude or limit its liability.

- 16.4. The total aggregate liability of Katalyst howsoever arising in connection with any Accepted Quote whether for negligence or breach of contract or otherwise shall in no event exceed the value of the Goods and/or Services sold by Katalyst.
- 16.5. Client agrees to indemnify and hold Katalyst harmless from and against any claims, costs, expenses, and damage arising out of the abnormal or improper use, misuse or neglect of the Goods or any breach of these terms and conditions or default on the part of the Client.

17. MISCELLANEOUS PROVISIONS

- 17.1. **Publicity and Announcements:** From the date of the Accepted Quote and Invoice, and unless specifically prohibited in the Accepted Quote and Invoice, then the Client may publicly refer to Katalyst as a supplier and Katalyst may publicly refer to Client as a client.
- 17.2. **Indemnity:** The Parties shall fully indemnify and hold each other and the officers, directors and employees of the same harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and related costs) arising out of the breach of any representation, warranty, agreement or undertaking made by the indemnifying Party in this Agreement.
- 17.3. **Non-Partnership:** Nothing contained herein shall be deemed to create, and Katalyst and Client do not intend to create, any relationship of agency or other fiduciary relationship, partnership or joint venture, nor shall any similar relationship be deemed to exist between Katalyst and Client other than the contractual relationship expressly provided in this Agreement. This applies notwithstanding any title that may be given to Katalyst in its performance of the Services.
- 17.4. **Entire Agreement:** This Agreement represents the entire understanding, and constitutes the whole agreement, in relation to the subject matter, and supersedes any previous agreement between the parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom. Each Party confirms that, except as provided in this Agreement and without prejudice to any liability for fraudulent misrepresentation, no Party has relied on any representation or warranty or undertaking which is not contained in this Agreement or any document referred to in it or which was made by any other party who is not a party to this Agreement and no Party shall have any remedy in respect of misrepresentation or untrue statement made by any other party unless and to the extent that a claim lies under this Agreement.
- 17.5. **Waiver:** A waiver by either party of a breach of any term or condition of this Agreement in any one instance shall be in writing and shall not be deemed as a continuing waiver or a waiver of any subsequent breach unless the written notice so provides. No failure or delay by any party to exercise its rights under this Agreement shall be deemed a waiver of such rights unless such rights are expressly waived in writing.
- 17.6. **Third Party Rights:** The Parties do not intend that any terms of this Agreement should be enforceable, under the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party hereto, nor is any term intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise).
- 17.7. **Governing Law and Jurisdiction:** This Agreement (including any non-contractual matters and obligations) shall be governed by and construed in accordance with

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising under or in connection with this Agreement.

SCHEDULE 1 – DEFINITIONS AND INTERPRETATIONS

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

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

1. DEFINED TERMS

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

"Affiliate"	shall mean an entity which controls, is controlled by, or is under common control with a party;
"Accepted Quote "	shall mean any Quote that describes the proposed sales of Goods and/or Services that has been accepted by the Client, such acceptance being given electronically or via other means;
"Client "	shall mean the entity described as the Client on the Invoice and Accepted Quote, that has engaged Katalyst to provide the Goods and Services;
"Confidential Information "	shall mean, all non-public information, other than Excluded Information, and data disclosed (whether in writing, orally, or in any form whatever) by or on behalf of the disclosing Party to the receiving Party or any of its representatives, including but not limited to any information or data relating to the business operations, processes, systems, intentions, products, services, methodologies, know-how, intellectual property rights, market opportunities, customers and business affairs of the disclosing Party which is expressly stated to be of a manifestly confidential nature, or which the receiving Party ought reasonably to have known was of a manifestly confidential nature;
"Excluded Information"	shall mean information that: <ul style="list-style-type: none"> (i) is or becomes common knowledge other than as a result of the information being disclosed by a breach or non-performance of the Agreement by the receiving Party; or (ii) was already known to the receiving Party prior to the date of the Agreement; or (iii) the disclosing Party has agreed in writing is not Confidential Information; or (iv) the receiving Party receives from a third-party who is not in breach of a duty of confidentiality; or (v) is required to be disclosed by Law or the valid order of a court of competent jurisdiction, the request or direction of any governmental or other regulatory authority or agency;
"Invoice"	shall mean the Invoice issued by Katalyst to Client that describes the proposed sale of Goods and/or Services, including pricing, as defined in the Accepted Quote;
"Tests"	shall mean the SARS-CoV-2 test kit manufactured by the Manufacturer;
"Goods "	shall mean any goods supplied by Katalyst to the Client as defined in the Accepted Quote;
"Katalyst "	shall mean Katalyst Communications Limited, a company registered in England and Wales (No. 4693984) whose registered office is at 9 Elettra Avenue, Stratfield Park, Waterlooville, Hants PO7 7XN United Kingdom;

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

"Manufacturer"	shall mean, depending on the context either, Primerdesign Ltd of Unit 1 Watchmoor Point, Watchmoor Road, Camberley, GU15 3AD UK with registration number: 5228545 https://primerdesign.co.uk , or GeneMe Sp. z o.o. ul. Piotrkowska 41c, 80-180 Gdańsk, Poland. https://geneme.eu/
"Manufacturers Product Warranty"	shall mean the product warranty of the Tests as provided by the Manufacturer;
"Quote"	shall mean the Quote sent to the Client that defines the Goods and/or Services, related prices from Katalyst to Client;
"Service"	shall mean any service (such as testing or training) to be delivered by Katalyst as described in the Accepted Quote;
"Tests"	shall mean the COVID-19 tests as defined in the Order Form.

2. INTERPRETATION

2.1. In this Agreement where the context admits:

- 2.1.1. references to "this Agreement" or to any other agreement or document referred to in this Agreement mean this agreement or such other agreement or document as amended, varied, supplemented, modified or novated from time to time (in a form agreed between the Parties), and includes the Schedules;
- 2.1.2. references to any of the parties include any person who at any time is entitled, by assignment, novation, merger, division, reconstruction, reorganisation or otherwise, to such party's rights under this Agreement or any interest in those rights, or who, as an insolvency practitioner or otherwise, is entitled to exercise those rights (and, in the case of a novation or similar event, references herein to rights shall include the novated rights to which another person is entitled as a result of that event);
- 2.1.3. references to "Law" or "Laws" shall include any provision of any treaty, legislation, statute, directive, regulation, judgement, decision, decree, order, instrument, by-law, or any other law of, or having effect in, any applicable jurisdiction and shall be construed also as references to all other Laws made under the Law referred to, and to all such Laws as amended, re-enacted, consolidated or replaced or as their application is modified by other Laws from time to time, and whether before or after the date of this Agreement;
- 2.1.4. references to Clauses and Schedules are references to clauses of and schedules to this Agreement, references to Paragraphs are, unless otherwise stated, references to paragraphs of the Schedule in which the reference appears;
- 2.1.5. references to the singular shall include the plural and vice versa and references to the masculine, the feminine and the neuter shall include each other such gender;
- 2.1.6. "company" includes any body corporate; and
- 2.1.7. in this Agreement "includes" or "including" shall be interpreted as meaning "includes (or including, as applicable) without limitation" and the use of these words shall not limit the meaning of general words.

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

- 2.2. The headings in this Agreement have been inserted for convenience only and shall not affect its construction.
- 2.3. In the event, and to the extent only, of any conflict between the Clauses and the Schedules, the Clauses shall prevail.
- 2.4. Each of the schedules shall have effect as if set out in the body of the Agreement.

SCHEDULE 2 – YOTI END USER LICENCE AGREEMENT

1. YOTI END USER LICENCE AGREEMENT

- 1.1. In using either the Web Application or the Yoti application to store Test Result Credentials the Client is deemed to accept the terms of this EULA. The Client may not use the Digital Identity Services if the Client does not agree to be bound by the terms of this EULA.

In this EULA the following words have the following meaning:

“Client”	means the entity which has agreed to purchase the Tests from Katalyst along with the Digital Identity Services;
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Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

“Digital Identity Services”	means: (a) the storage, share and display of Testing Result Credentials on the Yoti application by testing subjects tested by the Client using the Testing Kits; and/or (b) the supply of the Web Application;
“EULA”	means this End User Licence Agreement.
“Katalyst”	means Katalyst Communications Ltd a company registered in England and Wales (No. 4693984) whose registered office is at 9 Elettra Avenue, Stratfield Park, Waterlooville, Hants PO7 7XN United Kingdom;
“Manufacturer”	shall mean, depending on the context either, Primerdesign Ltd of Unit 1 Watchmoor Point, Watchmoor Road, Camberley, GU15 3AD UK with registration number: 5228545 https://primerdesign.co.uk , or GeneMe Sp. z o.o. ul. Piotrkowska 41c, 80-180 Gdańsk, Poland. https://geneme.eu/
“Software”	means any SDK or API provided by Yoti for an integration of the Yoti system with the Client;
“the Tests”	means the testing kits for Covid-19 sold by Manufacturer;
“Test Result Credential”	means the credentials held on the Yoti application showing the Testing Results;
Web Application”	means the interface that allows the Tests to be processed and shared with the test subjects either through the Yoti application or another means.
“Yoti”	means Yoti Limited, a company registered in England and Wales under company number 08998951 with its address at Fountain House, 130 Fenchurch St, London, EC3M 5DJ

- 1.2. The Client may choose to receive verified identity attributes (e.g. name and phone number) from test subjects via the Yoti application. Yoti will use its reasonable skill and care in verifying or authenticating identity attributes from test subjects, but will have no liability to the Client, and hereby disclaims to the fullest extent possible under applicable laws all implied representations, warranties, conditions and terms in respect of the accuracy of any identity attributes, whether verified by Yoti or not; all identity attributes are acquired and used by the Client at its own risk;
- 1.3. The Web Application operates using logic provided by the Manufacturer to convert the output of the testing machine into a positive, negative or uncertain result. Yoti is not responsible for determining the logic and is no way liable for any errors in the logic.
- 1.4. Yoti receives Test Result Credentials from the Web Application and the results of the Tests. Yoti does not provide or operate the Tests and is not liable to the Client for the performance or operation of the Tests or the accuracy or reliability of the Testing Result Credential.
- 1.5. The Client must not require a testing subject to use the Yoti application to receive Test Result Credentials but must offer an alternative method as provided for in the Web Application.
- 1.6. Pool testing: unless explicitly authorised by either Yoti, the Manufacturer or an appointed distributor of the Manufacturer, the Client must not use the Web Application to do pool testing. If pool testing is authorised, it is limited to six testing

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

subjects per pool test. The the Tests app will report on the number of pool testing subjects and the Client may be invoiced by its supplier of the Tests based on that report.

- 1.7. If the Client is integrating the Software then Yoti shall provide a reasonable level of technical integration support but reserves the right to charge for support if it goes beyond the level that Yoti considers is reasonable.
- 1.8. Except with the prior written consent of Yoti the Client may not resell, sublicense, lease, share, transfer, make representations about or otherwise make available any identity attributes, Test Result Credentials, Yoti timestamped data or any information gleaned from the foregoing to any third party or as part of any joint venture or partnership with any third party.
- 1.9. In relation to the Client's use of the Yoti application, the Web Application and the Software, either during the term of this EULA or at any time afterwards, the Client must:
 - 1.9.1. only use them in compliance with all applicable laws;
 - 1.9.2. only use them for proper and lawful business purposes and otherwise in accordance with this EULA;
 - 1.9.3. only make backup copies of them for lawful use;
 - 1.9.4. take all reasonable steps to prevent unauthorised copying of them;
 - 1.9.5. not modify, copy, adapt, translate or create derivative works based on them;
 - 1.9.6. not attempt to discover any source code or underlying ideas or algorithms or reverse engineer, decompile or disassemble them for any purpose;
 - 1.9.7. not attempt to gain, or gain, unauthorised access to, or disrupt the integrity or performance of them or the Test Result Credentials;
 - 1.9.8. not use them to commit, or with the intention to commit, any unlawful, fraudulent, dishonest, threatening, invasive or improper behaviour;
 - 1.9.9. not and is not permitted to sub-license, assign, hold on trust or novate this EULA to or on behalf of any person;
 - 1.9.10. provide all cooperation and information reasonably required by Yoti in relation to them, including all information and materials reasonably required by Yoti to make the Digital Identity Services available to the Client. The Client must ensure that such information is up-to-date and accurate in all material respects;
 - 1.9.11. not provide a service which is the same as or similar to them, or use them to build a competitive product or service or copy its features, technology or user interface; and
 - 1.9.12. not act or omit to act in any way that results in damage to Yoti's business or reputation.
- 1.10. If shared with the Client using the Yoti application, the Client must only use identity attributes and Test Result Credentials for its lawful purposes and in accordance with its data protection responsibilities to the test subject.
- 1.11. The supply of the Yoti application and the Web Application is "as is" and "as available" and Yoti makes no guarantee of uptime or that the Yoti application or the Web Application will perform error free or that the Yoti application or the Web Application were designed for the Client's requirements.
- 1.12. Subject to Yoti's obligations in clause 1.19, Yoti hereby disclaims all warranties, representations, conditions and implied terms that the Yoti application or Web

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Terms and Conditions of Sale of Goods and Provision of Services

Application is fit for the Client's purpose, is suitable for the Client's industry or is legal under applicable laws that apply to the Client.

- 1.13. Yoti is not liable under contract, tort (including negligence) or statute to the Client for any of the following loss or damages:
 - 1.13.1. loss of revenue, business or opportunity;
 - 1.13.2. loss of profits;
 - 1.13.3. replacement goods cost;
 - 1.13.4. loss of data;
 - 1.13.5. loss of goodwill or reputation; or
 - 1.13.6. any indirect, consequential or incidental loss.
- 1.14. The maximum aggregate liability of Yoti to the Client, any of the Client's affiliates, group companies or customers, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise shall be capped at the lower of:
 - 1.14.1. £1,000; and
 - 1.14.2. a sum equal to 125% of the fees actually paid by the Client for the Tests in the previous 12 months.
- 1.15. Because the Yoti application is entirely 'self-serve' by users Yoti is not liable to the Client if a Yoti user decides to delete their Yoti application or any credentials stored in the Yoti application.
- 1.16. The Client shall itself revoke, or require Katalyst or Yoti to revoke, any Testing Result Credentials in the Yoti application if it has actual or constructive knowledge that the Testing Result Credentials are no longer accurate or correct.
- 1.17. Nothing in this EULA shall limit or exclude the liability of Yoti for fraud, fraudulent misrepresentation, death or personal injury caused by Yoti's negligence or any head of loss that may not be limited by applicable law.
- 1.18. If any term of this EULA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of the EULA.
- 1.19. Yoti shall comply with the terms of the Data Protection Annex in its processing of Personal Data (defined in the Data Protection Annex) of users who the Clients asks to undertake a the Tests test. The Personal Data collected includes name, contact details and the Tests test results. The purpose of the data processing is for the Client to receive the Tests test results in an electronic format.
- 1.20. If the Client breaches any of its obligations in this EULA or Yoti is no longer contracted to provide the Digital Identity Services to the Manufacturer or Katalyst, then Yoti may:
 - 1.20.1. immediately stop providing the Digital Identity Service to the Client; and/or
 - 1.20.2. require the Client to stop:
 - (A) using the Web Application;
 - (B) issuing Test Result Credentials onto the Yoti application; and
 - (C) receiving the Digital Identity Services.

Katalyst Communications Ltd Trading as Katalyst Laboratories
Terms and Conditions of Sale of Goods and Provision of Services

- 1.21. Yoti owns and shall continue to own all intellectual property rights in the Yoti application, Web Application, the Software, identity attributes and Testing Result Credentials stored on the Yoti application. Yoti shall own all intellectual property rights in any modifications, improvements or amendments to the foregoing even if made for the Client or at the Client's suggestion.
- 1.22. This EULA is the entire agreement between the parties for the use of the Yoti application, the Web Application and storage by Yoti of the Test Result Credentials. Neither party has relied on any prior agreement, document or representation (including innocent and negligent misrepresentations) in entering into this EULA. Nothing in this clause shall operate to exclude or limit a party's liability for fraud or fraudulent misrepresentation.
- 1.23. Unless specifically prohibited on the Katalyst order form, Yoti may publicise the Client's use of the Yoti application in any marketing and publicity materials and may use the Clients' name and logo in good faith and accurately for this purpose.
- 1.24. This EULA, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of England and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this EULA or the Client's use of the Digital Identity Services.

DATA PROCESSING ANNEX

In this Annex: "**Privacy Laws**" means the General Data Protection Regulation 2016 and the Data Protection Act 2018, and other applicable and equivalent local data protection laws, and "**Data Controller**", "**Data Processor**" and "**Personal Data**" have the meaning given in the Privacy Laws.

Yoti shall, as a Data Processor:

- a. only use the Personal Data for the legitimate purposes of performing its obligations under this EULA and for no other purposes unless instructed to do so by the Client;
- b. act only on written lawful and reasonable instructions from the Client in relation to the Personal Data;
- c. comply with all the relevant requirements of the Privacy Laws;
- d. not sub-contract the processing of any of the Personal Data to any third party without the Client's prior consent. The Client agrees that Yoti may use AWS (UK instances) as a sub-processor;
- e. ensure that appropriate technical and organisational security measures are in place against unauthorised or unlawful processing of the Personal Data and against

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Terms and Conditions of Sale of Goods and Provision of Services

accidental loss or destruction of, or damage to, the Personal Data in accordance with the Privacy Laws;

- f. take reasonable steps to ensure the reliability of any of its employees, agents and contractors who have access to the Personal Data;
- g. only transfer Personal Data outside of the European Economic Area in compliance with Privacy Laws;
- h. assist the Client with an Individual's rights request to the extent Yoti can;
- i. either delete Personal Data as soon as the relevant service is provided, or provide the Client with the ability to export or delete the Personal Data;
- j. reasonably demonstrate compliance with this Annex on request by the Client; and
- k. inform the Client promptly on becoming aware of a breach of security in relation to the Client's Personal Data.

Yoti shall use its reasonable endeavours to assist, as needed and as far as it technically can, the Client to demonstrate its compliance with its obligations under Privacy Laws (in connection to this EULA) relating to:

- a. security;
- b. breach notifications;
- c. data protection impact assessments; and
- d. prior consultation.