DATA SHARING PROTOCOL

(1) Physician, as qualified on your Registration Details, (**You**);

(2) Wren Laboratories (Europe) Ltd, incorporated and registered in Isle of Man with company number 015499V, registered office at 12-14 Finch Road, Douglas, IM1 2PT, Isle of Man (**IM**), (**Wren EU**), Main Establishment in the European Union (**EU)** activeMind.legal Rechtsanwaltsgesellschaft m. b. H Potsdamer Str. 3 80802 Munich Germany)

(3) Wren Laboratories LLC, 688 East Main Street, Branford, CT 06405, United States of America (**US**), (**Wren US**).

Wren EU and Wren US, together **Wren**, and you agree to the terms set out in this Data Sharing Protocol (**Agreement**).

1. INTERPRETATION

The following definitions and rules of interpretation apply to this Agreement.

1.1 Definitions

Agreed Purpose: has the meaning given to it in clause 2 of this Agreement.

Commencement: date of your express agreement to the terms of this Agreement when registering with Wren's Online Order System and creating your Registered Account.

Patient's Consent: Patient's executed agreement in the form set out in Schedule 3 of this Agreement.

Data Sharing Code: the Information Commissioner's Data Sharing Code of Practice of July 2019, as updated or amended from time to time.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the General Data Protection Regulation ((EU) 2016/679) and the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) as well as the laws applicable to England and Wales, including the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Main Establishment: has the meaning as defined in article 4, (16), (a), of the GDPR.

Patients: natural persons to whom the Shared Personal Data relates.

Personal Data Breach: accidental or unlawful processing, destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Registered Account: personal access to Wren's Online Order System protected by your unique login and password.

Registration Details: your professional and personal details given to Wren by you when creating your Registered Account.

Services: has the meaning given to it in clause 2.1.

Shared Personal Data: Patient's data, as specified on Schedule 1 of this Agreement.

Supervisory Authority: the relevant data protection supervisory authority in the territories where the Parties to this Agreement are established.

Term: end of joint processing of the Shared Personal Data by the Parties, as specified in clause 8 of this agreement.

Test Order: submission of an order by You to Wren via your Registered Account for the provision of Services.

Wren's Online Order System: online system provided by Wren to enable submission of a Test Order by physicians in the European Union, via the Internet, currently at the address https://ordernetest.wrenlaboratories.com/collections/all, as updated from time to time.

1.2 Controller, **Processor**, **Personal Data**, **Special Categories of Personal Data**, **Processing,** "**appropriate technical and organisational measures**"**,** and any other term not expressly defined in this Agreement, shall have the meaning given to them in the Data Protection Legislation.

1.3 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

2. AGREED PURPOSE

2.1 The Parties consider this data sharing initiative necessary for the provision of the following Services:

(a) NETest®: non-invasive procedure that uses a blood sample to inform you what the activity of your patient's tumor is at the time their blood is drawn. The aim of the data sharing initiative is to provide additional information about disease status and provide an assessment of treatment responses in neuroendocrine tumour patients. Interpretation of the test will facilitate identification of active disease and enable a determination of the efficacy of the current treatment modality;

(b) PRRedicTor: Peptide Receptor Radiotherapy Treatment Prediction Quotient (**PPQ**) service that assesses tumour targeted gene expression isolated from blood. The aim of the data sharing initiative is to facilitate prediction of whether a neuroendocrine tumour patient will respond to standard PRRT (3-4 cycles of 177Lu-SSA) or may require additional or alternative therapies; and

(c) Any other services offered to you by Wren and ordered by you via your Registered Account.

2.2 The Parties agree to only process Shared Personal Data set out in Schedule 1 of this Agreement, for the following purposes:

(a) medical diagnosis,

(b) the provision of health care treatment,

(c) scientific research and statistical purposes.

The Parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause 2.2 (**Agreed Purpose**).

2.3 Wren shall appoint a Data Protection Officer (**DPO**) who will work together with you to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the Agreement. The point of contact is as set out in clause 28, a.

3. COMPLIANCE WITH NATIONAL DATA PROTECTION LAWS

3.1 Each Party must ensure compliance with applicable national data protection laws at all times during the Term of this Agreement.

3.2 In the event the data protection law or approach to compliance of the Parties' countries conflict, the requirements of the country that necessitates stricter or additional requirements to protect data subjects' privacy and personal data shall be applied.

3.3 Each Party has such valid registrations and paid such fees as are required by its national Supervisory Authority which, by the time that the data sharing is expected to commence, covers the intended data sharing pursuant to this Agreement.

4. SHARED PERSONAL DATA

4.1 The following types of Personal Data will be shared between the Parties during the Term of this Agreement, (pursuant to your Registration Details and Schedule 1 of this agreement):

(a) your personal data;

(b) Patients' personal data; and

(c) Patients' special category data.

4.2 The following types of special categories of Personal Data will be shared between the Parties during the Term of this Agreement:

(a) ethnic origin;

(b) genetic data; and

(c) health data.

4.3 Further detail on the Shared Personal Data as described in clauses 4.1 and 4.2 is set out in Schedule 1 of this Agreement together with any access and processing restrictions, as agreed and established by the Parties.

4.4 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

5. LAWFUL, FAIR AND TRANSPARENT PROCESSING

5.1 Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this clause.

5.2 Each Party shall ensure that it has a lawful basis under the Data Protection Legislation for the processing of Shared Personal Data.

5.3 You shall, in respect of Shared Personal Data, prior to the submission of a Test Order, ensure that You provide clear and sufficient information to the Patient, in accordance with the Data Protection Legislation, of the purposes for which You will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR including, without limitation:

(a) that Shared Personal Data will be transferred to a third Party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Patients to understand the purpose and risks of such transfer; and

(b) that the Shared Personal Data will be transferred outside the EEA pursuant to clause 9 of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by Wren to enable Patients to understand the purpose and risks of such transfer.

5.4 You undertake to inform the Patient, prior to the submission of a Test Order, in accordance with the Data Protection Legislation, of the purposes for which Wren will process their personal data, the legal basis for such purposes and such other information as is required by Article 14 of the GDPR including, without limitation:

(a) that the Shared Personal Data will be transferred to a third Party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Patients to understand the purpose and risks of such transfer; and

(b) that the Shared Personal Data will be transferred outside the European Economic Area (**EEA**) pursuant to clause 8 of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the Patients to understand the purpose and risks of such transfer.

5.5 For the purposes of complying with clauses 5.3 and 5.4 and the Data Protection Legislation principle of accountability, you undertake to:

(a) give Patients a printed copy of Wren's Privacy Policy for Patients, enclosed on Schedule 6, and available at Wren's website prior to them signing the Consent Form;

(b) give Patients the Consent Form and collect their signature, as appropriate; and

(c) keep record of Patient's consent, by storing a signed copy (hard copy or digitalized) of the Patient's Consent Form, and to make it available on request to Wren and/or to the relevant Supervisory Authority.

5.6 In the absence of a signed copy of the Patient's Consent Form, Wren may still process the Shared Personal data relying on the following lawful bases:

(a) Necessary for the performance of a contract for health care and medical diagnosis: processing Shared Personal Data may be necessary for the purpose of Patient's health care and/or medical diagnosis pursuant to a contract with you, under Article 9, 2, (h) of the GDPR.

(b) Legitimate interest for scientific research purposes: we may further process the Shared Personal Data for our or a third party's legitimate interest, as it may be necessary for scientific research purposes, pursuant to Article 9, 2, (j) of the GDPR.

(c) We may also process the Shared Personal Data to protect vital interest of individuals; to perform of a public task carried out in the public interest; or to comply with a legal obligation, as the case may be.

6. DATA QUALITY

6.1 The Parties have developed reliable means of converting Shared Personal Data to ensure compatibility with each Party's respective datasets and that of any Processor engaged by the Parties.

6.2 You shall ensure, prior to the submission of a Test Order, that the Shared Personal Data is accurate; that you have taken appropriate measures to ensure its accuracy; and that you will update the same if required.

6.3 Shared Personal Data must be limited to the Personal Data described in clauses 4.1 and 4.2, and specified on your Registration Details and in Schedule 1 of this Agreement.

7. DATA SUBJECTS' RIGHTS

7.1 The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with requests from Patients to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

7.2 Wren EU is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. Wren's DPO's contact details are set out in clause 28.

8. DATA RETENTION AND DELETION

8.1 Wren shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

8.2 For the purpose of providing you with our Services, Wren will keep Patients' data for a minimum period of 10 years after the Test results are provided to you. Processing for longer periods may be necessary for the provision of health care, medical diagnosis and/or treatment, as well as for scientific research purposes. Once

these time periods have expired, we may continue to store Patient's data and we may process it for as long as necessary for scientific research purposes.

8.3 Notwithstanding clause 8.2, Parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and/or industry.

8.4 Wren EU shall ensure that the Shared Personal Data will be deleted by any engaged Processor, in accordance with the purpose it is being processed for, as set out in the respective controller to processor agreement.

8.5 Wren EU shall, upon request, notify you that the Shared Personal Data in question has been deleted.

9. TRANSFERS

9.1 For the purposes of this clause, transfers of the Shared Personal Data shall mean any sharing of Shared Personal Data by Wren with a third Party, and shall include, but is not limited to, the following:

(a) subcontracting the processing of Shared Personal Data; and/or

(b) granting a third Party controller access to the Shared Personal Data.

9.2 If Wren appoints a new third party Processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to Patients for the acts and/or omissions of the Processor.

9.3 Wren may not transfer Shared Personal Data to a third Party located outside the EEA unless it ensures that:

(a) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR;

(b) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or

(c) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

9.4 The following necessary international transfers under this Agreement are permitted transfers under the Data Protection Legislation:

a) from you (EU) to Wren EU (IM): Adequacy Decision 2004/411/EC;

b) from Wren EU (IM) to Wren US (US): Standard Contractual Clauses are in place;

c) from Wren US (in the US) to you (in the EU): Standard Contractual Clauses are in place.

10. SECURITY AND TRAINING

10.1 You shall only provide the Shared Personal Data to Wren by using Wren's Online Order System, as instructed by Wren from time to time.

10.2 The Parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:

(a) prevent unauthorised or unlawful processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data; and

(b) ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected.

10.3 The level of technical and organisational measures agreed by the Parties as appropriate as at the date of Commencement, having regard to the state of technological development and the cost of implementing such measures will be made available by Wren, on request, to you and/or to Patients. Wren shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term.

10.4 It is the responsibility of each Party to ensure that their staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures in place, together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of the Shared Personal Data.

11. PERSONAL DATA BREACHES AND REPORTING PROCEDURES

11.1 The Parties shall each comply with its obligation under Article 33 of the GDPR to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) to Patients and shall each inform the other Party of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or Patients.

11.2 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

12. REVIEW AND TERMINATION OF AGREEMENT

12.1 Wren EU shall review the effectiveness of this Agreement periodically, having consideration to the aims and purposes set out in clauses 2.1 and clause 2.2. The Parties shall continue, amend or terminate the Agreement depending on the outcome of this review.

12.2 The review of the effectiveness of the data sharing initiative shall involve:

(a) assessing whether the Agreed Purposes for which the Shared Personal Data is being processed are still the ones listed in clause 2.2 of this Agreement;

(b) assessing whether the Shared Personal Data is still as listed in Schedule 1 of this Agreement;

(c) assessing whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and

(d) assessing whether personal data breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.

13. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE SUPERVISORY AUTHORITY

13.1 In the event of a dispute or claim brought by the Patient or the Supervisory Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling the dispute or claim amicably in a timely fashion.

13.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by the Supervisory Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means).

13.3 Each Party shall abide by a decision of a competent court or of the Supervisory Authority.

14. LANGUAGE

14.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

14.2 Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be in English, or accompanied by a certified English translation.

14.3 The English language version of this Agreement and any notice or other document relating to this Agreement shall prevail if there is a conflict.

15. WARRANTIES

15.1 Each Party warrants and undertakes that:

(a) processing of the Shared Personal Data will be in compliance with all applicable laws, enactments, regulations, orders, ethical standards and other similar instruments that apply to its Personal Data Processing operations;

(b) make available on request to Patients, as third Party beneficiaries, a copy of this Agreement;

(c) respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Supervisory Authority, in relation to the processing of the Shared Personal Data;

(d) respond to Subject Access Requests in accordance with the Data Protection Legislation;

(e) where applicable, maintain registration and pay the appropriate fees with all relevant Supervisory Authorities to process all Shared Personal Data for the Agreed Purposes; and

(f) take all appropriate steps to ensure compliance with the security measures set out in clause 10 above.

15.2 You warrant that:

(a) you have the professional qualifications to provide Patients with health care, treatment and/or medical diagnosis;

(b) you are subject to a professional obligation of secrecy, under the rules established by national competent bodies and/or applicable laws;

(c) you abide by the applicable professional ethical guidance;

(d) the Shared Personal Data is accurate and that you have taken appropriate measures to ensure its accuracy and you will update the same if required;

(e) when processing is not based on Patients' consent, you will not make significant decisions based solely on the Test's results; and

(f) when processing is based on Patients' consent, on Patient's request, you will reconsider any significant decision made based solely on the Test's results; or you will take a new decision that is not based solely on the Test's results.

15.3 Wren warrants and undertakes that it will not disclose or transfer the Shared Personal Data to a third Party controller located outside the EEA unless it complies with the obligations set out in clause 10.3 above.

15.4 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

16. INDEMNITY

16.1 The Parties undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under clause 18.

16.2 Indemnification hereunder is contingent upon:

(a) the Parties to be indemnified (the indemnified Party(ies)) promptly notifying the other Party(ies) (the indemnifying Party(ies)) a claim;

(b) the indemnifying Party(ies) having sole control of the defence and settlement of any such claim, and

(c) the indemnified Party(ies) providing reasonable co-operation and assistance to the indemnifying Party(ies) in defence of such claim.

17. ALLOCATION OF COST

Each Party shall perform its obligations under this Agreement at its own cost.

18. LIMITATION OF LIABILITY

18.1 None of the Parties excludes or limits liability to the other Party for:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury caused by negligence;

(c) a breach of any obligations implied by section 2 of the Supply of Goods and Services Act 1982; or

(d) any matter for which it would be unlawful for the Parties to exclude liability.

18.2 Subject to clause 18.1, none of the Parties shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

(a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

(b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

(c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

19. VARIATION

No variation of this Agreement shall be effective unless it is in writing and expressly agreed by the Parties or their authorised representatives.

20. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. SEVERANCE

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 21.1, Wren shall provide a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. CHANGES TO THE APPLICABLE LAW

If during the Term the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing this Agreement, the Wren will review the Agreement in the light of the new legislation.

23. NO PARTNERSHIP OR AGENCY

23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

23.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

24. ENTIRE AGREEMENT

24.1 This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty whether made innocently or negligently that is not set out in this Agreement.

24.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this Agreement.

25. FURTHER ASSURANCE

At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third Party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

26. FORCE MAJEURE

None of the Parties shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations.

27. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28. NOTICE

Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to the following addresses:

(1) Wren: delivered by hand or by pre-paid first-class post or other next working day delivery service at the activeMind.legal Rechtsanwaltsgesellschaft m. b. H Potsdamer Str. 3 80802 Munich Germany)
(a) Att: Simona Deifta ; or sent by email to the DPO: eu-privacy@wrenlaboratories.comGD

(b) You: delivered by hand or by pre-paid first-class post or other next working day delivery service at the address indicated by you on your Registration Details; or sent by email to the email indicated by you on your Registration Details.

29. GOVERNING LAW

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30. JURISDICTION

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim including non-contractual disputes or claims, arising out of or in connection with this Agreement or its subject matter or formation.

The Parties or their duly representative have executed this Agreement.

Signed by [physician]

……

Signed by [NAME OF DIRECTOR]

……
for and on behalf of Wren Laboratories (Europe) Ltd

Signed by [NAME OF DIRECTOR]

……
for and on behalf of Wren Laboratories LLC

Schedule 1 – Shared Personal Data

You will be required to provide Wren with the following Patient's personal data when submitting a Test Order.

Shared Personal Data	
Type of data	**Data Item**
Personal identification	Name and surname
Personal identification	Date of Birth
Personal identification	Age
Personal identification	Gender
Special Category - Ethnic	Ethnicity
Special Category - Health Data	Tumor Type
Special Category - Health Data	Date of Diagnosis
Special Category - Health Data	ICD 10 code
Special Category - Health Data	Tumor grade
Special Category - Health Data	Primary Site
Special Category - Health Data	Current treatment
Special Category - Health Data	Symptoms
Special Category - Health Data	Current Clinical Status
Special Category - Health Data	Reason for NETest
Special Category - Health Data	Post-Surgery Years
Special Category - Health Data	Post-Surgery Months
Special Category - Health Data	Patient Consent Confirmation
Special Category - Health Data	Comments
Bank Details	Billing address
Bank Details	Payment method
Special Category - Genetic Sample	Accessioning - sample number
Special Category - Genetic Sample	Accessioning - sample collection date
Special Category - Genetic Data	Date collected
Special Category - Health Data	Date received
Special Category - Health Data	Date reported
Special Category - Health Data	Test Report

Schedule 2 – Privacy Policy for Patients
Please, print this policy out and make sure Patients read and understand the terms and risks involved in this data sharing initiative.

Wren Laboratories
Privacy Policy for Patients

Last updated on January 25 2021.

Wren Laboratories (**we**, **us** and **ours**) includes Wren Laboratories LLC, located in the United States, and Wren Laboratories (Europe) Ltd, located in the Isle of Man. This privacy policy will explain how Wren Laboratories processes patients' personal data (**your data**) to provide European practitioners or GP (**your physician**) with NETest and PPQ/PRRedicTor (**Tests** or **our services**).

Introduction

Wren Laboratories and your physician jointly control your data. We offer our services to practitioners in Europe through Wren's European Practitioners portal where they may register their medical licence and practices' details to place Tests orders on behalf of patients under their care (**you**).

In order to provide our services, your data will be processed by Wren Laboratories. Processing may include the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of your data.

The following sections will explain how we process your data and how we safeguard your rights under the applicable data protection laws, taking into account the additional requirements established by the European Union in the General Data Protection Regulation (GDPR).

Sections:

1. What data do we collect

Wren Laboratories may collect the following data relating to you:
- personal identification information: such as name, date of birth, contact details and bank details, as the case may be; and
- special categories of personal data:
    a. health data: such as medical reports, diagnosis and treatment history;
    b. genetic samples: such as blood samples;
    c. genetic data: such as information extracted from your genetic samples; and
    d. health data: such as information about your health condition and treatment provided by your physician or by your Tests' results.

2. How do we collect your data

Your physician directly provides Wren Laboratories with most of the data we collect, via a Wren Laboratories' registered account, secured by a unique user name and password.

We may collect data directly from you when:

- You voluntarily get in contact with us; and/or
- You use or view our website via your browser's cookies. Please access our Cookies Policy for further details.

3. How do we use your data

Wren Laboratories collects your data so that it can:

- For Tests purpose:
    a. process Tests orders submitted by your physician;
    b. process your genetic sample, in order to extract relevant information;
    c. analyse your genetic information by running the Tests and verifying the results;
    d. provide your physician with Tests' results;
    e. store Tests' results for comparison with your past and future information, including previous Tests' results; and
    f. run further tests and analysis to improve our processes and the services we provide;

- For scientific research purposes:
    a. conduct or assist in scientific research; and/or
    b. statistical purposes.

4. Lawful basis for processing your data

We will request your *consent* to process your data, on the terms set out in this Privacy Policy, by asking you to sign a Consent Form and to read its terms carefully. These documents will be made available to you by your physician, who will file them for future disclosure to Wren Laboratories or the relevant data protection supervisory authority, upon request.

In the absence of a signed Consent Form, we may still process your data under one of the following lawful bases:

- *Necessary for the performance of a contract for health care and medical diagnosis*: Processing your data may be necessary for the purpose of your health care and/or medical diagnosis pursuant to contract with your physician, who are subject to an obligation of secrecy.
- *Legitimate interest in processing for scientific research purposes*: We may further process your data for our or a third party's legitimate purposes, as it may be necessary for scientific research purposes, pursuant to.
- We may also process your data to protect *vital interest of individuals*; to *perform of a public task carried out in the public interest*; or to *comply with a legal obligation*, as the case may be.

On the table below we explain in which situations Wren Laboratories may process your data and, on each case, the corresponding lawful basis we will be relying on in order to do so.

Wren Laboratories' purpose for processing	**Lawful basis for processing** (Article 6 of the GDPR)	**Conditions for processing Special Categories of data** (Article 9 of the GDPR) [Processing is necessary for/to]
Tests and Scientific Research	Freely given Consent.	One or more specified purposes the data subject has given explicit consent to the processing of those personal data for.
Tests	Performance of a contract.	Medical diagnosis, provision of health or treatment, pursuant to contract with a health professional.
	To protect a vital interest.	Protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent.
	Performance of a public task	Public interest in the area of public

	carried out in the public interest.	health.
	Compliance with a legal obligation.	Legal claims or whenever courts are acting in their judicial capacity.
Scientific Research	Performance of a public task carried out in the public interest.	Reasons of substantial public interest in the area of public health.
	Legitimate interest pursued by Wren Laboratories, your physician and/or a third party.	Scientific research and statistical purposes.

In any case, considering we are processing special categories of data, additional safeguards for your personal rights and freedoms will be set in place. Limited data will be collected and only strictly necessary data will be processed, considering the purposes it is being processed for. Please refer to section 6 for further details on our technical and organisational measures set in place to safeguard your data when it is being processed by Wren Laboratories.

5. Whom do we share your data with

The processing of your data will involve sharing it within our organisation and with our partner companies, such as health care providers; partner laboratories; post services; website processor; and payment processor, as the case may be. Personal data shared with partner companies will always be processed under Wren Laboratories instructions and will be limited and redacted, where appropriate, considering the purposes it is being processed for. Our partner companies will delete your data as soon as their respective processing purposes are achieved. We work with companies under GDPR compliant processing contracts setting out high standards for their security systems to protect your data from unlawful disclosure.

When Wren Laboratories processes a Test order under your bank details, it may send the relevant data to, and also use the resulting information from, credit reference agencies to prevent fraudulent purchases.

To run the Test we may transfer your data to our partner laboratories in the UK, to our server in the Isle of Man and to our CLIA-certified laboratory in the USA. We will not share your data outside the European Economic Area (**EEA**) unless such transfer is compliant with applicable data protection law.

Wren Laboratories may transfer your data internationally relaying on the following GDPR permissions:

From	To	Authorised by
EU	Isle of Man	European Commission's Adequacy decision
Isle of Man	USA	Additional safeguards have been set in place.
USA	EU	

6. How do we store your data

Wren Laboratories securely stores your data on our server in the Isle of Man. We secure information by using industry standard administrative, physical and technical safeguards. We encrypt information transmitted to us using Secure Sockets Layer (**SSL**) technology. All information are stored on controlled servers with restricted access, either directly managed by Wren Laboratories or by a service provider subject to a data processing agreement.
At Wren Laboratories, all access is limited to authorised personnel, based on job function and roles. Wren Laboratories access controls include multi-factor authentication and single sign-on, and follows a strict least-privileged authorization policy. Access to your special categories of personal data and your physician's account information is enforced through different policies and encryption keys. That means your information requires additional privileges to be accessed.

7. How long we store your data for

Wren Laboratories will keep your data for a minimum period of 10 years after the Test results are provided to your physician. Processing for longer periods may be necessary for the provision of health care, medical

diagnosis and/or treatment, as well as for scientific research purposes. Once this time period has expired, we may continue to store your data and we may process it for as long as necessary for scientific research purposes. Please refer to section 4 for a full list of lawful basis under which we may process your data.

In any case, considering we are processing special categories of data, additional safeguards for your personal data rights and freedoms will be set in place and only limited data will be processed, strictly necessary for the purposes it is being collected. Please refer to section 3 for details on the purposes your data is being collected.

8. Automated decision-making

Our services are provided using the current state of the art gene-related research and technology available at the time of providing them. Tests will involve automated decision-making in regards to mapping gene extracted information and will be subject to our further analysis and interpretation.

On your request, your physician may reconsider any significant decision made based solely on the Test's results or may take a new decision that is not based solely on the Test's results.

Your physician will not make significant decisions based solely on the Test's results, when processing is not based on your consent as a lawful basis.

9. Your data protection rights

Wren Laboratories and your physician jointly control your data and as controllers we share the main responsibilities under the data protection laws. Therefore, Wren Laboratories would like to make sure you are fully aware of your data protection rights.

Every individual whose data we process is entitled to the following:

- right to access: you have the right to request Wren Laboratories for copies of your data. We may charge you a small fee for this service;
- right to rectification: You have the right to request that Wren Laboratories correct any information you believe is inaccurate. You also have the right to request Wren Laboratories to complete the information you believe is incomplete;
- right to erasure: you have the right to request that Wren Laboratories erase your data, under certain conditions;
- right to restrict processing: you have the right to request that Wren Laboratories restrict the processing of your data, under certain conditions;
- right to object to processing: you have the right to object to Wren Laboratories' processing your data, under certain conditions;
- right to data portability: you have the right to request that Wren Laboratories transfer the data that we have collected to another organization, or directly to you, under certain conditions; and
- right not to be subject to solely automated decision-making: within one month after the receipt of notification of the Test's results, you have the right to ask your Physician to reconsider any significant decision made based solely on the Test's results, or to ask your physician take a new decision that is not based solely on the Test's results.

Some of the above mentioned rights may not be applicable when the processing is not based on your consent as a lawful basis and the fulfilment of the respective purposes requires it to be restricted.

If you make a request to exercise any of your rights, we have one month to respond to you. Under exceptional circumstances, this period may be extended by another month. Please refer to section

10. Changes to our privacy policy

Wren Laboratories keeps its privacy policy under regular review and places any updates on this web page.

11. How to contact us

If you have any questions about Wren Laboratories' privacy policy, the data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us.

Data Protection Officer: Simona Deifta
eu-privacy@wrenlaboratories.com).

Call us: +49 (0)89 919294900
Or write to us at: activeMind.legal Rechtsanwaltsgesellschaft m. b. H
Potsdamer Str. 3
80802 Munich
Germany

12. How to contact the appropriate authority

Wren Laboratories (Europe) Ltd and Wren Laboratories LLC are both registered in Europe as a data controller, under the data protection regulatory authority in the United Kingdom, the Information Commissioner's Office (**ICO**).

Should you wish to report a complaint or if you feel that Wren Laboratories has not addressed your concern in a satisfactory manner, you may contact the ICO in one of the following channels.

Helpline: 0303 123 1113
Complaint website: https://ico.org.uk/make-a-complaint/.
Address: Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Telephone: 0303 123 1113
Fax: 01625 524510

To visit ICO's website clique here.
To access GDPR act click here.

Schedule 3 – Patients' Consent Form
After making sure the Patients have read and understood the Wren's Privacy Policy for Patients (Schedule 1), please, print this form out and collect Patient's signature indicating their freely given informed consent.
A digitalized copy of the signed form should be sent to sdeifta@wrenlaboratories.com

Wren Laboratories
Patients' Consent Form

Patients' details:
Full name:
Identification:
Full Address:
(You)

Physician's details:
Ordering Physician's full name:
Physician medical licence number:
Practice full address:
(Your physician)

Wren Laboratories' (Wren) details:

Wren Laboratories LLC
688 East Main Street
Branford, CT 06405
USA

Wren Laboratories (Europe) Ltd
12-14 Finch Road
Douglas
Isle of Man
IM1 2PT

The defined terms set out on the Privacy Policy for Patients will apply to this form, as relevant.
Wren may process your personal data to provide your physician with NETest and PPQ/PRRedicTor (**Tests** or **our services**), in accordance with the data protection laws as updated by the GDPR and local laws from time to time.

For the purposes of providing your physician with our services, Wren Laboratories will collect and process your data. Please read carefully our Privacy Policy for Patients given to you by your physician, together with this consent form, for further guidance on how we may process your data.

To process your physician's Tests order, in accordance with Wren Laboratories Privacy Policy for Patients, we request your consent as following (please check each box as appropriate).

In the absence of your consent to either or both sections below, Wren may still process your data under one or more other circumstances and lawful bases, as described on the Privacy Policy for Patients, under its section 4.

1. You give your consent for the following personal information relating to you (**your data**), to be provided to Wren by your physician, in order for Wren and its processors to store and process your data for Tests purposes:
   1.1. personal identification information: such as name, date of birth, contact details and bank details (if you are paying for our services), as the case may be; and
   1.2. special categories of personal data:
      a) health data: such as medical reports, diagnosis and treatment history;
      b) genetic samples: such as blood samples;
      c) genetic data: such as information extracted from your genetic samples; and
      d) health data: such as information about your health condition and treatment provided by your physician or by your Tests' results.

☐ Yes Date: _____ Your signature: _____

1. You give your consent for your data to be further processed and stored by Wren Laboratories for the purpose of scientific and statistic research related to the development and improvement of our services.

☐ Yes Date: _____ Your signature: _____

You may withdraw your consent given to either or both sections above, at any time, by contacting our Data Protection Officer via:
Phone: +49 (0)89 919294900
Email: eu-privacy@wrenlaboratories.com
Post: activeMind.legal Rechtsanwaltsgesellschaft m. b. H
Potsdamer Str. 3
80802 Munich
Germany