

TERMS AND CONDITIONS FOR THE PROVISION OF DNA EXTRACTION AND TESTING SERVICES BY ANTHONY NOLAN LABORATORIES

BACKGROUND:

- (A) Anthony Nolan is a charity that, amongst other things, saves the lives of people with blood cancer by using its register to match donors of bone marrow or blood stem cells to people needing lifesaving transplants. Anthony Nolan Laboratories is a division within Anthony Nolan that provides a histocompatibility and immunogenetics service. Anthony Nolan Trading Limited (company number 02511952), (“**ANTL**”) is a wholly owned subsidiary of Anthony Nolan which, with Anthony Nolan’s agreement, is able to use Anthony Nolan Laboratories to provide services to third parties.
- (B) These Terms and Conditions set out the basis on which ANTL is prepared to provide certain DNA extraction and/or typing/testing Services (as defined below) through Anthony Nolan Laboratories.

AGREED TERMS:

1 PROVISION OF SERVICES

- 1.1 Submission by the Customer of a Valid Request Form and a Valid Sample shall constitute an offer by the Customer to purchase the Services specified on the Valid Request Form in accordance with these Terms and Conditions. These Terms and Conditions shall come into effect upon acceptance by ANTL of an offer by the Customer, which shall be deemed to occur when ANTL enters a Valid Request Form into its IT system for the processing of Tests and/or DNA Extraction, as applicable. ANTL shall be under no obligation to accept an offer by the Customer.
- 1.2 Subject to clause 1.1, ANTL will provide the Services to the Customer through Anthony Nolan Laboratories.
- 1.3 When carrying out Services, ANTL will do so:
- (i) in accordance with these Terms and Conditions, including the relevant sections of the User Guide and the Request Form; and
 - (ii) with the due care, skill and judgement which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services under the same or similar circumstances as those set out in these Terms and Conditions.
- 1.4 On receipt of a Valid Sample following acceptance by ANTL of a Valid Request Form for Tests only, ANTL will:
- (i) carry out the requested Test(s); and
 - (ii) following completion of the Test(s), send a written report of the results of the Test(s) by email to the address notified by the Customer in the Valid Request Form.
- 1.5 On receipt of a Valid Sample and following acceptance by ANTL of a Valid Request Form for DNA Extraction, ANTL will:

- (i) extract the DNA from the Valid Sample using a fully validated and/or accredited technique; and
 - (ii) either:
 - (iii) arrange for the return of the extracted DNA from Anthony Nolan Laboratories to the address notified by the Customer in the Valid Request Form by courier. The Customer shall pay ANTL for all courier costs; or
 - (a) where Tests have also been requested, carry out the activities set out in clause 1.4 above, subject to clause 1.6 below.
- 1.6 For DNA Extraction, the Customer acknowledges and agrees that ANTL cannot guarantee a particular concentration and/or volume of extracted DNA from the Samples provided. Where Tests have also been requested and the Tests cannot be carried out on the extracted DNA, ANTL will inform the Customer of this and ANTL may, at ANTL's discretion, cancel the request for Tests.
- 1.7 Samples and extracted DNA may be retained for a period consistent with regulatory, accreditation and quality assurance requirements, after which they may be destroyed.
- 1.8 ANTL will use reasonable endeavours to meet any turnaround times published in the User Guide
- 1.9 The Customer shall co-operate with ANTL, as ANTL may reasonably determine, in relation to the provision of the Services.

2 SAMPLES

- 2.1 The Customer shall ensure that all Samples it provides to ANTL meet ANTL's requirements as detailed in the User Guide and the Request Form, including quantity, quality, packaging, information and labelling requirements. ANTL reserves the right to decline any Samples which do not conform with the User Guide and the Request Form.
- 2.2 ANTL accepts no responsibility for Samples until they are received at the Anthony Nolan Laboratories (which are located at 77B Fleet Road, London NW3 2QU) and thereafter ANTL will not be liable for any loss or damage to Samples unless such loss or damage arises as a direct result of the negligence of ANTL. Where ANTL arranges the return of extracted DNA, responsibility for extracted DNA and risk of any loss or damage shall pass to the Customer upon delivery at the address notified by the Customer in the Valid Request Form.
- 2.3 In accordance with the Anthony Nolan Laboratories accreditation, Samples and extracted DNA (unless, for extracted DNA only, returned to the Customer in accordance with clause 1.5) may be retained and used by ANTL for quality control, validation, accreditation or regulatory purposes, in accordance with applicable laws and accreditation requirements.

3 PRICE AND PAYMENT

- 3.1 ANTL shall invoice the Customer for the Fees on the last day of each calendar month in which ANTL provides Services.

- 3.2 The Customer shall pay invoices, together with VAT at the prevailing rate (if applicable), without set-off or any other deduction, within 30 calendar days of receipt of the invoice to a bank account nominated in writing from time to time by ANTL.
- 3.3 Any sums which the Customer does not pay when due shall bear interest at 2% above the Bank of England base rate from time to time, from the due date of payment until payment of the overdue sum, which will accrue daily and be payable monthly.
- 3.4 If the Customer fails to pay any Fees by their due date, without prejudice to any other rights and remedies available to ANTL, ANTL may immediately suspend the Services until such overdue amounts have been paid in full. The Customer may not request any additional Services during a period of suspension..
- 3.5 The Customer shall have no right to cancel a request for Services after a Sample has been submitted by the Customer to ANTL.
- 3.6 Notwithstanding clause 3.4, if ANTL, in its absolute discretion, permits the cancellation of a request for Services, then the Customer shall pay ANTL the Fees for Services performed prior to the date on which ANTL receives the notice of cancellation and for Services requested or in progress that are completed by ANTL.
- 3.7 All Fees payable to ANTL under these Terms and Conditions shall become due immediately on cancellation of the Services for any reason.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 Each party represents and warrants to the other that it has the power to be bound by these Terms and Conditions and has obtained all necessary approvals to do so.
- 4.2 Each party shall act in accordance with all applicable laws, statutes, regulations, codes, guidance, policies, good industry practice and prevailing medical ethics, including but not limited to the Human Tissue Act 2004, the Bribery Act 2010, the Modern Slavery Act 2015 and the Data Protection Legislation.
- 4.3 The Customer warrants and represents that:
 - (i) it has obtained all necessary informed consents and all other ethical and other permissions required from Relevant Individuals in accordance with all applicable law and regulation and guidelines or otherwise in order to permit the submission of Samples to ANTL and the extraction of DNA from the Samples by or on behalf of ANTL and/or the conduct of Tests on the Samples by or on behalf of ANTL, as applicable, and the Customer shall retain evidence to show how informed consent was obtained; and
 - (ii) it has obtained and shall maintain all relevant regulatory approvals, licences, registrations and authorisations in respect of its supply of the Samples to ANTL for DNA extraction and/or testing.
- 4.4 ANTL warrants that the Anthony Nolan Laboratories holds valid accreditation for those Services that fall within the scope of its accreditation and will comply with the requirements of that accreditation when providing such Services. Where Services are provided for research purposes or otherwise fall outside the scope of

ANTL's accreditation, ANTL will perform those fully validated Services using appropriate professional skill and care but such Services shall not be represented as accredited.

- 4.5 The Customer acknowledges that except as set out expressly in these Terms and Conditions, ANTL makes no representation or warranty to the Customer in respect of the Services.

5 INTELLECTUAL PROPERTY

5.1 Each party shall retain ownership of its Intellectual Property rights and nothing in these Terms and Conditions shall transfer those rights to the other party.

5.2 Neither party shall cause or permit to be done anything which may damage or endanger the Intellectual Property rights or other Intellectual Property of the other party, or that other party's title to it or assist or allow others to do so.

6 CONFIDENTIALITY

6.1 Each party undertakes to keep secret and shall not, without the prior written consent of the other, disclose Confidential Information in whole or in part to any other person except:

- (i) to those of its employees, agents, contractors, sub-contractors and advisers involved in the provision or receipt of the Services and who need to know the relevant Confidential Information; and
- (ii) to any person to whom the disclosing party is permitted or required by law or regulation, or by judicial, administrative, governmental or regulatory process, to disclose the Confidential Information.

6.2 The provisions of this clause 6 shall not apply to any information which:

- (i) is or becomes public knowledge other than by breach of this clause;
- (ii) is in the possession of the party receiving it without restriction in relation to disclosure before the date of receipt from the party disclosing it;
- (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- (iv) is independently developed without access to any Confidential Information belonging to the other party.

6.3 The provisions of this clause relating to confidentiality shall continue to apply indefinitely.

6.4 Each party hereby undertakes to the other to make all relevant employees, agents, contractors, sub-contractors and advisers aware of these provisions relating to confidentiality and the confidentiality of the Confidential Information belonging to the other and to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents, contractors, sub-contractors and advisers with these provisions.

7 DATA PROTECTION

- 7.1 Unless otherwise defined in these Terms and Conditions, all capitalised terms in this clause 7 shall have the meaning ascribed to them in the Data Protection Legislation.
- 7.2 The parties will comply with all applicable requirements of the Data Protection Legislation and procure that any of their staff involved with the activities under these Terms and Conditions shall comply.
- 7.3 This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 7.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and ANTL is the Processor.
- 7.5 ANTL will only Process the Personal Data for the scope, nature and purpose of providing the Services, as described in clause 1 of these Terms and Conditions. The obligations and rights of the Customer are set out in these Terms and Conditions. The types of Personal Data to be processed may include names, addresses, telephone numbers, email contact details, health information and genetic data, and the categories of data subject. The Customer will ensure that any Personal Data sent to ANTL to be Processed for the Services will be, so far as possible, Pseudonymised. ANTL will only Process the Personal Data for the duration of the Services or for as long as is required by clause 2.3.
- 7.6 Without prejudice to the generality of clause 7.2, the Customer will ensure that it has all necessary consents and notices in place to enable lawful transfer of the Personal Data to ANTL for the duration and purposes set out in these Terms and Conditions.
- 7.7 Without prejudice to the generality of clause 7.2, ANTL shall, in relation to any Personal Data Processed in connection with the performance by ANTL of its obligations under these Terms and Conditions:
- (i) Process the Personal Data only as necessary for the performance of its obligations under these Terms and Conditions (including any necessary quality assurance and training purposes);
 - (ii) Process the Personal Data only on the written instructions of the Customer, including as set out in these Terms and Conditions (unless ANTL is required to process the personal data by applicable law, in which case ANTL shall promptly inform the Customer of that legal requirement before processing the personal data, unless that law prohibits the disclosure of such information);
 - (iii) ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
 - (iv) maintain complete and accurate records and information to demonstrate its compliance with this clause 7;
 - (v) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, Personal Data Breach notifications, impact assessments and consultations with Supervisory Authorities or regulators;
 - (vi) notify the Customer without undue delay on becoming aware of a Personal Data

Breach, such notice to include all information reasonably required by the Customer to comply with its obligations under Data Protection Legislation;

- (vii) promptly notify the Customer of any communication from a Data Subject regarding the processing of their Personal Data, or any other communication (including from a Supervisory Authority) relating to either Party's obligations under the Data Protection Legislation in respect of the Personal Data processed by ANTL on the Customer's behalf;
 - (viii) ensure that it has in place appropriate technical and organisational measures to protect the Personal Data against unauthorized or unlawful Processing or accidental destruction, loss or damage, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the freedoms of natural persons; and
 - (ix) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on completion of the Services unless required by applicable law to store the Personal Data.
- 7.8 The Customer authorises ANTL to use the third-party processors appointed by ANTL as at the time the Valid Request Form and Valid Sample are accepted by ANTL. The Customer may at any time request a list of the third-party processors appointed by ANTL, using the contact details provided on the Request Form. ANTL will comply with the requirements of Article 28(4) of the GDPR (or equivalent under the UK GDPR) in respect of third-party processors. As between the Customer and ANTL, ANTL shall remain fully liable for all acts or omissions of any third-party processor.
- 7.9 The Customer consents to ANTL transferring Personal Data to a third-party processor based outside of the UK and the EEA (an "**International Transfer**") provided that ANTL has taken, or will take, such measures as are necessary to ensure the International Transfer is in compliance with Data Protection Legislation, which may include that: (i) the transfer is to a country or territory which provides an adequate level of protection; (ii) the transfer is made subject to appropriate safeguards; or (iii) a relevant derogation exists.
- 7.10 ANTL shall make available to the Customer all information that is reasonably necessary to demonstrate compliance with Article 28 of the GDPR (or equivalent under the UK GDPR) and allow for contribution to audits, including inspections, by an auditor mandated by the Customer, provided that any such audit or inspection shall comply with the provisions of clause 15.1.

8 **FORCE MAJEURE**

- 8.1 The obligations of each party under these Terms and Conditions shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by a cause of Force Majeure.
- 8.2 In the event of either party being so hindered or prevented, the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause, and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. In the event that the cause

continues for more than 30 Business Days either party may cancel the applicable Services on giving the other party 30 days' written notice.

- 8.3 All rights and liabilities which have accrued prior to cancellation under clause 8.2 shall subsist.

9 LIABILITY

9.1 Nothing in these Terms and Conditions shall limit or exclude each party's liability for fraudulent misrepresentation, or for death or personal injury caused by negligence of a party, or for any other liability unable to be excluded by law.

9.2 Subject to clause 9.1, neither party shall be liable to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions for any:

- (i) indirect or consequential loss; or
- (ii) loss of profits, sales or business, anticipated earnings, contracts, anticipated savings or goodwill, whether arising from tort, breach of contract or otherwise.

9.3 Subject to clause 9.1, each party's total liability, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising directly under or in connection with these Terms and Conditions shall be limited to £10,000 in aggregate.

10 ASSIGNMENT AND SUB-CONTRACTING

10.1 Neither party shall assign any of its rights under these Terms and Conditions without the other party's prior written consent.

10.2 ANTL may utilise third parties to deliver all or part of its obligations under these Terms and Conditions and, where ANTL does this, ANTL shall ensure it is done via appropriately accredited providers and ANTL shall remain liable for all acts and/or omissions of such third parties.

10.3 The Customer acknowledges and agrees that ANTL may sub-contract the delivery of all or part of the Services to any accredited laboratory.

11 THIRD PARTY RIGHTS

11.1 A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of these Terms and Conditions.

12 LAW AND JURISDICTION

12.1 These Terms and Conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

13 UPDATES TO THESE TERMS

13.1 These Terms and Conditions may be updated by ANTL from time to time, and the version number and effective date updated accordingly. ANTL will provide the Services in accordance with the prevailing version of these Terms and Conditions in force from time to time.

14 DISPUTES

- 14.1 In the event of a dispute arising between the parties in relation to these Terms and Conditions, an authorised representative from each party shall meet and in good faith attempt to resolve the dispute.
- 14.2 Should the dispute remain unresolved within 14 calendar days of the matter first being referred to the authorised representatives, either party may refer the matter to the chief executive (or other senior officers) of the parties (if they were not the authorised representative to whom the dispute was referred to initially), who shall in good faith attempt to resolve the dispute.
- 14.3 If the chief executives (or other senior officers) of the parties are unable to resolve the dispute within 30 days of it being referred to them, the parties may choose to attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing an Alternative Dispute Resolution (“**ADR**”) notice to the other party to the dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. Nothing in this clause 14 shall prevent either party from referring the dispute to the courts at any time.

15 AUDIT

- 15.1 Upon at least 30 days’ notice, ANTL shall allow the Customer (or its mandated auditors or professional advisers) to conduct an inspection and/or audit of its premises, operations, procedures, systems, personnel and relevant records, but only to the extent that these relate to the provision of the Services and provide assistance in relation to each audit. The Customer shall agree with ANTL a mutually acceptable date for the audit and shall make (and ensure that each of its mandated auditors or professional advisers makes) reasonable endeavours to avoid causing any damage, injury or disruption to ANTL's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. ANTL need not give access to its premises for the purposes of such an audit or inspection: (i) to any individual unless he or she produces reasonable evidence of identity and authority; (ii) outside normal business hours at those premises, unless the audit or inspection is required to be carried out on an emergency basis by a Supervisory Authority or other competent regulatory authority; or (iii) for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which the Customer is required or requested to carry out by applicable laws, a Supervisory Authority or any other competent regulatory authority. AN shall not be obliged to disclose any information which is confidential in nature, which belongs to a third party or which is otherwise unconnected to the Services provided to the Customer.

16 GENERAL PROVISIONS

- 16.1 A waiver of any right or remedy under these Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

- 16.2 If any provision of these Terms and Conditions shall be found by any court or administrative body or competent jurisdiction to be invalid or unenforceable, it shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect.
- 16.3 Nothing in these Terms and Conditions is intended to or shall operate to create a partnership or joint venture of any kind between the parties and neither party shall have authority to act in the name of or on behalf of or otherwise bind the other party in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 16.4 These Terms and Conditions constitute the entire agreement between the parties. These Terms and Conditions shall have precedence over all other terms and conditions and supersedes all prior understandings and communications between the parties (including any terms and conditions which the Customer may seek to impose).

17 DEFINITIONS AND INTERPRETATION

- 17.1 In these Terms and Conditions the following words and phrases shall have the following meanings:

Anthony Nolan Laboratories: the clinical laboratory division within Anthony Nolan, which provides DNA Extraction and a histocompatibility and immunogenetics service.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Confidential Information: information, data and materials of any nature which either party may receive or obtain in connection with the operation of these Terms and Conditions and the provision of the Services, including the identity of, and medical details about a Relevant Individual and any information which could allow identification of a Relevant Individual.

Customer: the requesting centre specified on the Valid Request Form.

Data Protection Legislation: applicable legislation protecting the personal data of natural persons, including: (i) the Data Protection Act 2018 and Data (Use and Access) Act 2025; (ii) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") as transposed into the national legislation of the United Kingdom by operation of section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**"); and (iii) any successor legislation to items (i) and (ii), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities. The expressions "**Personal Data**", "**Process**", "**Controller**", "**Processor**", "**Data Subject**", "**Supervisory Authority**", "**Pseudonymised**" and "**Personal Data Breach**" have the meanings given to them in the Data Protection Legislation;

DNA Extraction: DNA extraction is the isolation of DNA from cells.

Fees: the fees payable by the Customer for the provision of the Services in accordance with ANTL's schedule of fees in place at the time the Valid Request Form and Valid Sample are accepted by ANTL. Requests to see the prevailing schedule of fees may be made to ANTL at any time, using the contact details set out on the Request Form.

Force Majeure: an event beyond the reasonable control of a party, including, without limitation, war, terrorism or any kind of civil unrest, industrial action, fire, flood, volcanic eruptions, earthquakes, adverse weather conditions, epidemics, pandemics, power cuts or any electronic disruption.

Human Tissue Act: the Human Tissue Act 2004, as such Act may be amended from time to time.

HTA: the Human Tissue Authority.

Intellectual Property: all patents, copyright, trademarks, trade names, design rights, industrial design, technical or commercial information and other intellectual property rights.

In writing or written: shall include communications by e-mail.

Request Form: an Anthony Nolan Laboratories Testing Request Form, in a form provided by ANTL to the Customer and as completed by the Customer.

Relevant Individual: a natural person whose Sample is the subject of a Test and/or DNA Extraction under these Terms and Conditions.

Sample: a biological sample derived from a Relevant Individual, which may include, but is not limited to, peripheral blood, buccal cells, saliva, bone marrow aspirate or other sources of biological samples, provided by the Customer to ANTL for the purposes of a Test and/or DNA Extraction, as applicable.

Services: the provision to the Customer of the Tests and/or the DNA Extraction, as applicable.

Terms and Conditions: these Terms and Conditions between the Customer and ANTL for the supply of the Services.

Tests: the testing and HLA typing described in the Request Form.

User Guide: the current procedures to be followed by both ANTL and the Customer in the Anthony Nolan Histocompatibility Laboratories Service Provision User Guide and which is available at: <https://www.anthonynolan.org/clinicians-and-researchers/transplant-and-laboratory-services/transplantation-services/guides-and> (as may be updated from time to time)

Valid Request Form: a Request Form which has been completed by the Customer in compliance with the specifications set out on the Request Form, as well with the User Guide and these Terms and Conditions.

Valid Sample: a Sample which complies with the provisions of clause 2.1 and any requirements specified in the User Guide.

17.2 In these Terms and Conditions:

- (i) references to clauses are to clauses of these Terms and Conditions;
- (ii) unless the context otherwise requires, the singular includes the plural and vice versa, and each gender shall include every other gender, as appropriate;

- (iii) headings are for reference only and do not affect the interpretation of these Terms and Conditions; and
- (iv) a reference to a statute or statutory provision is a reference to it as amended, consolidated, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under the statute or statutory provision.