

iPlato Healthcare Ltd (“iPlato”) – Data Processing Agreement:

1 GENERAL

- 1.1 The details of Personal Data processing carried out by iPlato under this Agreement are as follows:
- the type of Personal Data processed by iPlato under this Agreement is health data obtained from GP Practice or other Healthcare organisation patient medical records within their clinical systems.
 - the data processed relates specifically to patients of the GP Practice or other Healthcare organisation.
 - the Personal Data processed by iPlato under this Agreement are processed for the sole purpose of aiding the GP Practice / Healthcare organisation in the provision of medical services to patients via iPlato Connect.
 - the Personal Data processed by iPlato under this Agreement is not transferred by iPlato to anybody unless expressly instructed by the GP Practice / Healthcare organisation.
 - The duration of processing for Personal Data processed by iPlato under this Agreement is the term of this Agreement.
- 1.2 The GP Practice / Healthcare organisation acknowledges that iPlato has appropriate accreditations / agreements with the relevant Clinical Systems providers to access Patient Data held in Clinical Systems through published and approved API's. The GP Practice / Healthcare organisation authorises iPlato's access to all Patient Data records within their Clinical System for the purposes of providing its services.
- 1.3 Each party shall comply with Data Protection Legislation.
- 1.4 iPlato is a Data Processor in respect of the Patient Data. iPlato shall:
- process the Patient Data only on and in accordance with instructions from the relevant GP Practice / Healthcare organisation which may be specific instructions or instructions of a general nature provided directly to iPlato;
 - process the Patient Data only to the extent, and in such manner (with due regard to any technical constraints) as is necessary for the provision of services to the GP Practice / Healthcare organisation; and
 - inform the GP Practice / Healthcare organisation of any legal requirement under any applicable law that would require iPlato to process the Patient Data otherwise than only on the processing instructions, or if any GP Practice / Healthcare organisation instruction infringes Data Protection Legislation.

2 SECURITY

- 2.1 iPlato shall implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to its processing of Patient Data so as to ensure a level of security in respect of Patient Data processed by it is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Patient Data transmitted, stored or otherwise processed.
- 2.2 In respect of any security incident involving Patient Data, iPlato shall without undue delay notify and provide the GP Practice / Healthcare organisation with details of the security incident.

3 SUPPLIER STAFF AND OTHER PROCESSORS

- 3.1 iPlato shall not engage another person to perform specific processing activities in respect of the Patient Data covered by this agreement without the prior consent of the GP Practice / Healthcare organisation. iPlato shall ensure that its personnel processing Patient Data have signed agreements requiring them to keep Patient Data confidential and take all reasonable steps to ensure the reliability of iPlato personnel processing Patient Data and that personnel processing Patient Data receive adequate training on compliance with the data protection provisions of this Agreement and Data Protection Legislation.

4 OTHER OBLIGATIONS

- 4.1 iPlato shall forward to the GP Practice / Healthcare organisation and otherwise co-operate with and assist the GP Practice / Healthcare organisation with any requests received from data subjects of any Patient Data. iPlato shall provide reasonable assistance, information and cooperation to the GP Practice / Healthcare organisation to ensure compliance with their obligations under Data Protection Legislation (in particular the obligations relating to Subject Access Requests, security measures, conducting data protection impact assessments (DPIA) and prior consultation with applicable data protection authorities).

- 4.2 iPlato shall not transfer any Patient Data to any country outside the UK without the GP Practice / Healthcare organisation's prior written consent.
- 4.3 iPlato shall make available to the GP Practice / Healthcare organisation on request in a timely manner such information as is reasonably required by the GP Practice / Healthcare organisation to demonstrate iPlato's compliance with its obligations under Data Protection Legislation and this Agreement.
- 4.4 iPlato shall permit audits conducted by the GP Practice / Healthcare organisation or another auditor mandated by the GP Practice / Healthcare organisation for the purpose of demonstrating iPlato's compliance with its obligations under Data Protection Legislation and this Agreement. This shall be subject to the GP Practice / Healthcare organisation giving iPlato reasonable prior notice of such audit and/or inspection, and ensuring that any auditor is subject to binding obligations of confidentiality and that such audit or inspection is undertaken so as to cause minimal disruption to iPlato's business. The GP Practice / Healthcare organisation shall pay iPlato's reasonable costs of allowing or contributing to such audits or inspections.
- 4.5 iPlato shall without delay, at the GP Practice / Healthcare organisation's request, either securely delete / anonymise or return all the Patient Data to the GP Practice / Healthcare organisation after the end of the provision of iPlato services under this Agreement or, if earlier, as soon as processing by iPlato of any Patient Data is no longer required for iPlato's performance of its obligations under this Agreement, and securely delete/anonymise existing copies (unless storage of any data is required by applicable law).

5 GOVERNING LAW AND JURISDICTION

- 5.1 This Agreement is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales for all purposes connected with this Agreement, including the enforcement of any award or judgement made under or in connection with it.

6 DEFINITIONS

- 6.1 As used in this Agreement and in any Order Forms now or hereafter associated herewith:

"Clinical Systems" means a system where Patient Data is stored.

"Data Controller" (or **"controller"**), **"Data Processor"** (or **"Processor"**), **"Data Subject"**, **"Personal Data"** all have the meaning given to those terms in Data Protection Legislation (and related terms such as **"process"** have corresponding meanings).

"Data Protection Legislation" means the Data Protection Act 2018, the General Data Protection Regulation (GDPR), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, as may be amended from time to time.

"GP Practice / Healthcare organisation" means the GP practices/ Healthcare organisations who from time to time receive, or have previously received, services from iPlato and are the end users of the iPlato services. They are Data Controllers under this Agreement.

"iPlato Connect" means a cloud based middleware platform (including all available modules eg Messaging, Hub, FFT, Hub, preGP) securely hosted within HSCN and integrated direct to NHS approved clinical systems which aids the GP Practice or other healthcare organisation in the provision of medical services to their patients through the use of Patient Data.

"Patient Data" means Personal Data in patient records that exist within the GP Practice or other healthcare organisation clinical systems, including patient demographic information, patient medical records and all appointment information regarding patients of the GP Practice / Healthcare organisation.

"Sub Processor" means another Data Processor engaged by iPlato for carrying out processing activities in respect of the Patient Data on behalf of iPlato.