



THIS DATA SHARING AGREEMENT is dated 23/06/2019

PARTIES

- (1) Medical Spa Partners C.I.C. whose registered office is 28 Manor Park Carleton, Penrith, CA11 8AL, UK
- (2) Medical Spa Centres in Czech Republic, Danubius Marienbad division, Imperial Hotel, Carlsbad, Tree of Life Lazne Belohrad, Beethoven Hotel & Spa Lazne Teplice, detailed at 'our partners' page of www.medicalspapartners.org
- (3) Collectively "**The Parties**"

BACKGROUND

- (A) The parties agree to share Personal Data with each other in the European Economic Area (EEA) on terms set out in this Agreement
- (B) The parties agree to use the personal data within the EEA on the terms set out in this Agreement
- (C) The data is shared in order to enable specialist discussion about patient's(customer's) medical condition, between the parties, to enable customising the medical programme to patients' specific needs. Customers will provide written consent prior, for this discussion to happen. Patient will be sharing medical information from his/her GP records and where applicable from specialist medical clinic in the UK directly with selected medical centre.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this.

1.1 Definitions:

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

Data Protection Authority: the relevant data protection authority in the territories where the parties to this Agreement are established

GDPR: General Data Protection Regulations of the European parliament and of the council on the protection of natural persons with regard to the processing of personal data on the free



movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation.)

Data Security Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data

Data Sharing Code: the Information Commissioner's Data Sharing Code of Practice May 2011

Privacy and data Protection requirements; the Data Protection Act 1998 (the DPA), the Data Protection Bill, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction. Including the GDPR when it takes effect from May 2018.

Shared Personal Data: the personal data and special categories of data to be shared between the parties under clause 4 of this Agreement

Subject Access Request: has the same meaning as "Right of access to personal data" in section 7 of the DPA and subsequently as described in the GDPR.

1.2 **Data Controller, Data Processor, Data Subject and Personal Data, Special Categories of Data:** processing and appropriate technical and organisational measures shall have the meanings given to them in the DPA and the GDPR

2. PURPOSE

2.1 This agreement sets out the framework for the sharing of **Personal Data** between the parties as **Data Controllers**. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other

2.2 The parties agree only to process Shared Personal data, as described in clause 4.1 and clause 4.2 of this agreement for the following purposes:

- (a) To enable specialist discussion about patient's(customer's) medical condition, between the parties, to enable customising the medical programme to patients' specific needs. Customers will provide written consent prior, for this discussion to happen.



- (b) Patient will be sharing medical information from his/her GP records and where applicable from specialist medical clinic in the UK directly with selected medical centre, so customised treatment program is designed.

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

2.3. Each party shall appoint a single point of contact who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve effectiveness of the data sharing initiative. The appointed persons for each party are:

- (a) ...Dr Jitka Vanderpol.....
.....

- (b) Specific for each medical centre

3. COMPLIANCE WITH DATA PROTECTION LAWS

- 3.1 Each party must ensure compliance with applicable data protection laws at all times during the term of the instructions and beyond where law dictates.
- 3.2 Each party has a valid registration with its national Data Protection Authority which, by the time that the data sharing is expected to commence, covers the intended data sharing pursuant to this agreement, unless an exemption applies.

4. SHARED PERSONAL DATA

- 4.1 The following types of Personal Data will be shared between the parties during the term of this Agreement:
 - (a) Full name
 - (b) Date of Birth
 - (c) Address
 - (d) Email address
 - (e) Telephone number
 - (f) Details of GP, medical and rehabilitation team
- 4.2 The following types of special categories of data will be shared between the Parties during the Term of this Agreement:



- (a) medical, rehabilitation and social care history and GP records
- (b) physical health conditions

4.3 The shared personal data must not be irrelevant or excessive with regard to the Agreed Purpose

5 FAIR AND LAWFUL PROCESSING

5.1 Each party shall ensure that it processes Shared Personal Data fairly and lawfully in accordance with clause 5.2 and clause 5.3 during the term and following the main instructions.

5.2 Each party shall ensure it processes Shared Personal Data on the basis of one or more of the following legal grounds:

- (a) Data subject has unambiguously given his or her explicit consent
- (b) processing is necessary for the performance of the contract to which the Data Subject is a party or in or in order to take steps at the request of the Data Subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the parties are subject, other than an obligation imposed by contract;
- (d) processing is necessary in order to protect the vital interests of the Data Subject;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the parties;
- (f) processing is necessary for the purposes of legitimate interests pursued by the parties except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms and legitimate interests of the Data Subject.

5.3 In addition to its obligations under clause 5.2, each party shall ensure that it processes special categories of Shared Personal Data on the basis of one or more of the following legal grounds:

- (a) the Data Subject has given his explicit consent to the processing of the Shared Personal Data;
- (b) processing is necessary to protect the vital interests of the Data Subject or of another person where the Data Subject is physically or legally incapable of giving his or her consent or the parties cannot reasonably be expected to obtain the data subject's consent;



- (c) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the parties;
- (d) processing is for medical purposes and is undertaken by a health professional or a person who owes a duty of confidentiality equivalent to that of a health professional

5.4 The parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to the data subjects for them to understand what of their personal data the parties are sharing with each other, the circumstances in which it will be shared, the purposes for the data sharing and a description of the organisation that will receive the personal data.

6. DATA QUALITY

The parties shall ensure that before transferring data the Shared Personal Data are accurate and that there are appropriate internal procedures in place to update the same if required prior to transferring the Shared Personal Data.

7. DATA SUBJECTS' RIGHTS

- 7.1 Data Subjects have the right to obtain certain information about the processing of their Personal Data through a Subject Access Request. Data subjects may also request rectification, erasure or blocking of their personal data.
- 7.2 Both parties are responsible for maintaining a record of any individual requests for information made to them, the decisions made and any information which 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. The points of contact for each party are detailed at Clause 2.3.
- 7.3 The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

8. DATA RETENTION AND DELETION

- 8.1 Neither party shall retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Process.



- 8.2 Notwithstanding clause 8.1, parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable to their respective countries and/or industry

9. TRANSFERS

Neither party shall disclose or transfer Shared Personal Data outside the European Economic Area (EEA)

10. SECURITY AND TRAINING

- 10.1 The parties shall only share the Shared Personal Data using secure methods as agreed between them.
- 10.2 Having regards to the state of technological development and the cost of implementing such measures, the parties have in place appropriate technical and organisational security measures in order to:
- (a) prevent:
 - (i) unauthorised or unlawful processing of the Shared Personal Data
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
 - (b) ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Shared Personal Data to be protected
- 10.3 it is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures together with any other applicable data protection laws and guidance
- 10.4 The level, content and regularity of training referred to in Clause 10.3 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

11. DATA SECURITY BREACHES AND REPORTING PROCEDURES

- 11.1 Having considered the applicable data protection laws and guidance, the parties have in place their own guidance that must be followed in the event of a Data Security Breach



- 11.2 Parties are under a strict obligation to notify any potential or actual losses of the Shared Personal Data to their respective points of contact within 72 hours of identification of any potential or actual loss to enable the parties to consider what action is required in order to resolve the issue in accordance with the applicable national data protection laws and guidance.
- 11.3 Clause 11.1 also applies to any breaches of security which may compromise the security of the Shared Personal Data
- 11.4 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security breach in an expeditious and compliant manner

12. WARRANTIES

- 12.1 Each party warrants and undertakes that it will:
- (a) Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations
 - (b) Respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Data Protection Authority in relation to the Shared Personal data
 - (c) Respond to Subject Access Requests in accordance with the Privacy and Data Protection requirements
 - (d) Where applicable, maintain registration with all relevant Data Protection Authorities to process all shared Personal Data for the Agreed Purpose
 - (e) Take all appropriate steps to ensure compliance with the security measures set out in clause 10 above.
- 12.2 Each party warrants and undertakes that it will ensure that the Shared Personal Data are accurate
- 12.3 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied in statute, common law or otherwise are hereby excluded to the extent permitted by law

13. ALLOCATION OF COST

Each party shall perform its obligations under this Agreement at its own cost



14. LIMITATION OF LIABILITY

14.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) any matter for which it would be unlawful for the parties to exclude liability

14.2 Subject to clause 14.1, neither party shall in any circumstances be liable whether in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligence), 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 of liability (whether direct or indirect) under or in relation to any other contract

14.3 Clause 14.2 shall not prevent claims for:

- (a) direct financial loss that are not excluded under any of the categories set out in clause 14.2(a); or
- (b) tangible property or physical damage

15. CHANGES TO THE APPLICABLE LAW

In case the applicable data protection and ancillary laws change in a way that this Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that the points of contact for each party will negotiate in good faith to review this Agreement in light of the new legislation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed

Date 23/06/2019



Dr Jitka Vanderpol MD FRCP MBA

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