

## FVG NORGE PRIVACY POLICY

## HIGHLIGHTS

These highlights provide an overview of the core components of our policies in relation to the handling of Client Data. Please be sure to read our full Privacy Policy:

- We recognise the sensitivity of the information you provide us with, and are committed to protecting your privacy and the security of your data.
- We may share your data:
  - With other members of our group.
  - With our third party service providers for the purpose of providing you with services and will ensure that they maintain the confidentiality of your data.
  - Where required by law or regulation.
- Anonymised and aggregated data is created by excluding all information that makes the data identifiable to you (such as company, contact name, farm, location) and aggregating it with other data. In the course of providing services to our clients, and monitoring and improving the services we provide, we expect to provide anonymized and aggregated information which contains both your and others' data to you and to others.
- We will otherwise disclose your identifiable data only if we obtain explicit consent from you, and may approach you to request your consent.
- All of your data is stored on servers which are security protected. We use strict procedures and security features to prevent unauthorised access.
- We are required to retain data for quality assurance purposes. Our policy is to retain data for at least 3 years.

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WHILST THIS POLICY IS AVAILABLE IN BOTH NORWEGIAN AND ENGLISH, THE NORWEGIAN LANGUAGE TEXT IS TO BE REGARDED AS OFFICIAL AND DEFINITIVE.

## PLEASE READ THIS PRIVACY POLICY CAREFULLY

"We", "us", "our" means Fish Vet Group Norge AS, a company registered in Norway with company number 912 044 408, and its Affiliates.

"Client", "you", "your" means any customer or client of us.

We recognise the sensitivity of your information, and are committed to protecting your privacy and the security of Client Data. This Privacy Policy sets out the terms on which we handle Client Data, and forms part of the contract(s) between us and you. We may amend this Privacy Policy at any time without notice to you, provided that any amendments shall apply only to information received by us after the date of such amendment (other than as set out under 'Retention' below). This Privacy Policy shall survive termination or expiry of any contract(s) between us and you.

**1. Definitions:** In this Privacy Policy, the following terms have the meanings set out below:

"**Client Data**" means all information relating to you which is of a confidential nature and which is provided by you to us in connection with the use of iWise and/or the provision of diagnostic services or arises out of the provision of such services to you, excluding Anonymised and Aggregated Data.

"**Affiliates**" means all companies, bodies corporate and other entities controlled by or under common control with a person. Control means the ability to exercise the majority of the voting rights, the ability to appoint and remove the board of directors or management, or the ability to otherwise control an entity.

"**Group**" means a company and its Affiliates.

"**iWise**" means the service known as iWise provided by us.

**2. Provision:** You confirm, warrant and represent to us that you have obtained and will maintain all authorities, consents and permissions required for, and no breach of any law or regulation will arise as a result of: (i) the provision of

information to us by you or on your behalf; (ii) our use of such information in accordance with the contract(s) between us and you and this Privacy Policy, and (iii) the provision or use of information arising in connection with the contract(s) between us and you in accordance with such contract(s) and this Privacy Policy.

If you are providing information on behalf of another person, whether as such person's agent or otherwise, you confirm, warrant and represent that you have the authority to bind such person to the relevant contract(s) between us and you and this Privacy Policy.

You shall indemnify us against all direct and indirect liabilities, costs, expenses, damages and losses (including legal and professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach of the representations and warranties set out in this condition 2.

**3. Use:** You irrevocably consent to us using your Client Data in accordance with this Privacy Policy. We may use the Client Data to provide you with services. We may also disclose Client Data: (i) to any member of our Group; (ii) to our third party service providers and sub-contractors for the purpose of providing you with services, and will ensure that such third parties maintain the confidentiality of such information in accordance with this Privacy Policy; and (iii) to any person to the extent required by law, regulation, any governmental or regulatory authority or a court of competent jurisdiction. We will otherwise disclose Client Data only if we obtain your explicit consent, and we may approach you to seek your consent.

Aggregated and anonymised data is created by excluding all information that makes the data identifiable to you and aggregating it with other data ("**Anonymised and Aggregated Data**"). In the course of providing services to our clients, and monitoring and improving the services we provide, we may provide Anonymised and Aggregated Data which contains both your and others' anonymized information to you and to other persons.

You acknowledge that information may be transferred, used, processed or otherwise dealt with outside of the country in which it is received and you consent to this practice for all purposes.

**4. Intellectual property rights:** All intellectual property rights arising in connection with the use of Client Data in accordance with the contract between us and you and this Privacy Policy shall be owned by us.

**5. Storage:** All Client Data is stored on servers which are security protected. We use strict procedures and security features to prevent unauthorised access.

**6. Retention:** We retain Client Data for quality control purposes. Our current policy is to retain Client Data for at least 3 years. Histology images may be retained for a shorter period of time. We may amend our retention policy at any time, without notice, and apply such amendment to Client Data received before the date of such amendment.

We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss arising under or in connection with: (i) our failure to retain any information for the period of time specified above for any reason; or (ii) any loss of or damage to any information in our possession.