COAGEN PRIVACY NOTICE

Last Updated: 8 October 2026

This Privacy Notice explains how Coagen Limited handles personal information when it decides why and how that information is used in connection with Coagen's websites, hosted software platform, marketplace and related services (the **Hosted Services**), its business relationships and Projects for which Coagen is the Project Owner.

Coagen Limited is a company incorporated in England and Wales with company number 16696401 and registered office at 86–90 Paul Street, London, England EC2A 4NE (**Coagen**, **we**, **us** or **our**). For the processing described in this Notice, Coagen is the controller unless we say otherwise.

This Notice is provided for transparency. It does not form part of a contract or create contractual rights or obligations. Contractual terms are set out in the Coagen Master Terms of Service, applicable Order Forms and, where relevant, a Data Protection Addendum (**DPA**).

1. Scope and Our Different Data-Protection Roles

1.1 **When this Notice applies.** This Notice applies to personal information we control about Users, prospective Users, customer and supplier contacts, people who communicate with us, and contributors to a Project owned by Coagen. It covers account creation and invitations, use and security of the Hosted Services, orders, support, business communications and our own service evaluation and improvement. It also covers visitors to our website, and our use of practice recordings to develop and improve the Hosted Services (Section 4.11).

1.2 **Customer-controlled Project Data.** Customers and Project Owners may use the Hosted Services to collect or process recordings, transcripts, responses, ratings, health information and other Project Data. Where Coagen processes that personal information only on a Customer's documented instructions, the Customer or Project Owner is the controller and Coagen is its processor. That processing is governed by the Agreement and DPA, and the controller is responsible for providing the relevant privacy information to the affected individuals. This Notice does not replace that privacy information or make Coagen an independent controller merely because the data is stored or processed in the Hosted Services. There are two exceptions. Coagen is the controller for its own use of practice recordings, described in Section 4.11. And Coagen creates anonymised data from Project Data on the Customer's instructions, described in Section 4.12; once anonymised, it no longer identifies anyone.

1.3 **Requests about customer-controlled data.** If your request concerns Project Data controlled by a Customer or Project Owner, you should contact that organisation. If you contact us, we may refer or forward the request to the relevant controller and assist it as required by our DPA and applicable law.

1.4 **Coagen-owned Projects.** Where Coagen establishes a Project as the Project Owner and determines its purposes, Coagen is the controller for personal information associated with participation in that Project. Section 4 explains this processing. If a Coagen-owned Project collects patient, participant or other special-category information that requires more specific disclosures, we will provide an additional project-specific notice where required. That notice controls for the processing it specifically describes.

2. Personal Information We Collect

We collect only the information reasonably needed for the purposes described in this Notice. Depending on how you interact with us, this may include:

2.1 **Identity, contact and professional information.** Your name, work email address, organisation, professional affiliation, role or title, account identifier and any other contact information you provide.

2.2 **Account, access and security information.** Password hashes, authentication and password-reset records, invitation records, account status, Workspace memberships, Project access, permissions, assigned roles, acceptance of applicable terms, login and last-seen times, security events and similar account-administration information. We do not store your password in readable form.

2.3 **Device, connection and usage information.** IP address, browser and device information, request and event timestamps, pages or features used, actions taken, diagnostic information, performance data, error and security logs, and identifiers used to keep you signed in and maintain your selected Workspace or preferences. On our

website, we collect page views, the referring page, browser and device type, country and page-performance measures through Cloudflare Web Analytics (Section 8.6).

2.4 **Service and activity information.** Workspaces and Projects you create or join, session or task assignments, Workflow requests and permissions, licence or Allocation activity, usage events, settings, feedback and other records of how you interact with the Hosted Services. The visibility of this information depends on your role and the applicable Workspace and Project permissions.

2.5 **Commercial and communications information.** Order Form details, billing contacts, invoices and transaction records, correspondence, support requests, survey or feedback responses, and records of service, legal or business communications. If a third-party payment provider is used, it may process payment-account details under its own privacy notice; Coagen generally receives transaction status and limited billing information rather than complete card details.

2.6 **Coagen Project contribution information.** If you take part in a Coagen-owned Project, we may collect your assignments, reviews, ratings, annotations, answers, comments, submitted materials, completion and activity records, quality or consistency measures, and communications about that Project. We may also hold your agreed attribution and professional-affiliation information.

2.7 **Information stored on your device.** The Hosted Services use cookies and local storage for authentication, security, Workspace selection and user-interface preferences. Section 8 explains this use.

2.8 **Practice information.** When you practise with a simulated patient, we collect the recording of your voice, the transcript, your scores, the feedback you receive, the practice case and the time.

3. Where We Get Personal Information

3.1 We obtain personal information directly from you when you accept an invitation, create or use an account, participate in a Project, communicate with us, enter into an Order Form or otherwise interact with the Hosted Services.

3.2 We may also receive information from the Customer, employer, institution, Workspace administrator, Project Owner or User who invites you or administers your access; other authorised Project participants; service providers that generate security, delivery or usage records; and public professional or corporate sources where reasonably needed to confirm an organisation, role or business contact.

3.3 Certain information is required to provide an account, access or requested service. If you do not provide required identity, contact, authentication or access information, we may be unable to create the account, grant access, perform an Order Form or respond to the request. Information identified as optional may be omitted.

4. How We Use Personal Information and Our Lawful Bases

We use personal information only where we have a lawful basis. More than one basis may apply to the same use.

4.1 **Providing and administering the Hosted Services.** We use identity, contact, account, access, activity and communications information to create and operate accounts; authenticate Users; administer Workspaces, Projects, roles, invitations, Workflow access and support; provide requested features; and communicate about the service. We rely on performance of our contract with you where applicable and otherwise on our legitimate interests in providing the Hosted Services to Customers and their authorised Users.

4.2 **Security, misuse prevention and service integrity.** We use account, device, connection, usage and activity information to secure the Hosted Services; detect, investigate and prevent fraud, unauthorised access, abuse, copying and other misuse; enforce access controls and our agreements; troubleshoot; maintain availability; and preserve evidence. We rely on our legitimate interests in protecting Users, Customers, Coagen and the Hosted Services, and on legal obligations where applicable.

4.3 **Orders, billing and business administration.** We use contact, professional, commercial and communications information to negotiate and administer Order Forms, invoice, collect amounts, maintain business and accounting records, manage suppliers and advisers, and operate Coagen. We rely on contract, legitimate interests in running our business and applicable legal obligations.

4.4 **Analysis and improvement.** We use service activity, diagnostic, feedback and usage information to understand how the Hosted Services operate, measure reliability, plan capacity, and test and improve features, models and systems. Where permitted by the Agreement, DPA and applicable law, we may create aggregated, statistical or de-identified information from operation of the Hosted Services and use it for security, reliability, support, analytics, benchmarking and service improvement. We rely on our legitimate interests in maintaining and improving the Hosted Services. Where information has been rendered anonymous so that no person is reasonably identifiable, it is no longer personal information. Sections 4.11 and 4.12 describe how we use practice recordings and anonymised data to develop our models.

4.5 **Service and business communications.** We use contact and account information to send invitations, authentication and password-reset messages, security and service notices, billing communications and responses to enquiries. These messages are necessary to provide or administer the service and are not optional marketing. We may send limited business-to-business information about relevant Coagen services where permitted by law, relying on legitimate interests or consent as required. You may opt out of marketing at any time without affecting service messages.

4.6 **Organisational affiliation publicity.** Consistently with the Master Terms of Service, we may use professional-affiliation information to state accurately that Users affiliated with a named organisation use the Hosted Services, and we may use a Customer's name and logo where authorised. Our legitimate interest is to describe adoption of the Hosted Services and promote our business accurately. We do not identify an individual User by name in public materials under this purpose without an additional lawful basis, and we do not imply that an organisation contracted with, approved or endorsed Coagen where that is not true.

4.7 **Coagen-owned Projects.** We use Coagen Project contribution information to allocate and administer work; monitor completion and data quality; analyse, validate and compare results; conduct the stated research, evaluation or benchmarking activity; prepare aggregated or de-identified findings and publications; maintain the project record; and improve the Hosted Services. Depending on the circumstances, we rely on contract and our legitimate interests in conducting and publishing responsible research and evaluation and improving our services. We will obtain consent or identify another applicable basis and condition where the law requires it. Naming an individual as an author, contributor or quoted participant is handled separately and is not implied merely by participation.

4.8 **Law, claims and corporate events.** We may use and disclose information to comply with law, respond to lawful requests, protect legal rights, establish or defend claims, obtain advice, conduct audits and due diligence, or support a financing, reorganisation, acquisition or sale. We rely on legal obligations and our legitimate interests in protecting and managing our business.

4.9 **Consent.** Where we specifically ask for consent, you may withdraw it at any time using the method stated when consent is collected or by contacting us. Withdrawal does not affect processing already carried out lawfully.

4.10 **No solely automated significant decisions.** When acting as controller, we do not currently use personal information to make decisions based solely on automated processing that have legal or similarly significant effects on you. If that changes, we will provide the information and safeguards required by law.

4.11 **Practice recordings and model development.** When you practise with a simulated patient in a Project, we process your practice information to give you practice and feedback for that Project, on behalf of the Project Owner. Unless the Project Owner has switched this use off, we also use your practice information as controller to develop and improve the Hosted Services, including to train and evaluate the machine-learning models that provide practice, transcription, review and feedback. Our lawful basis is our legitimate interest in improving the accuracy and quality of rater training and assessment review, which we have balanced against your rights in a written legitimate interests assessment that you can ask us about using Section 13. Practice cases are simulated and contain no patient information. Before we use a recording for this purpose, we remove your name, contact details and account identifiers. We do not use practice information to identify, evaluate or make decisions about you outside the Project, to identify speakers, or to create a model that reproduces your voice. We tell you about this use before your first practice, and you can opt out at any time (Section 10.2).

4.12 **Anonymised data from Projects.** Unless a Customer has switched it off, we create anonymised data from Project Data on the Customer's instructions, and use it to develop and improve the Hosted Services, including to train and evaluate our models. We make it only from text and structured data, never from recordings. We remove

names, contact details and other information that could identify a person, such as dates, places and rare events; we keep it separately from the Project Data, with no means of linking it back; and we test that no one can reasonably be identified from it. Once anonymised, it is no longer personal information. We use identifiable Project Data, including recordings, to develop our models only where a Customer has expressly agreed to this in its contract and has told the people concerned.

5. Special-Category Information and Information About Others

5.1 Our ordinary User account and business-contact processes do not require health, biometric, genetic or other special-category information about the User. Please do not include sensitive information, Project Data or another person's personal information in general support or business communications unless it is necessary, authorised and sent through an appropriate channel.

5.2 Special-category or criminal-offence information in customer-controlled Project Data is processed under the relevant Customer's instructions and DPA. The controller is responsible for the applicable lawful basis, additional condition, notice, consent or other safeguard.

5.3 If a Coagen-owned Project needs to process special-category or criminal-offence information as controller, we will identify an applicable legal condition and provide any additional project-specific information required before or when that information is collected.

6. Who We Share Personal Information With

6.1 **Customers and authorised Users.** Account identity, professional affiliation, membership, role and relevant activity may be visible to the Customer, Workspace administrators, Project Owner and other authorised Users as required to administer access, assignments and the Project. A Workflow Provider or Workflow Manager may receive organisation, Project, request, licence, Allocation and usage information needed to administer a Workflow Licence. Access is subject to the applicable roles and permissions.

6.2 **Service providers.** We use service providers for hosting, databases, storage, security, observability, audio/video communications, recording processing, transcription, analysis, artificial-intelligence services, email delivery, billing, support and professional services. They receive only the information reasonably needed for their function and act under contractual or other legal obligations. The particular providers used may vary as the Hosted Services develop. Customers can obtain our current list of subprocessors through the Hosted Services or by contacting us.

6.3 **Professional and legal recipients.** We may disclose information to Affiliates, advisers, auditors, insurers, banks, investors and prospective investors or acquirers, and to courts, regulators, law-enforcement bodies or other authorities where reasonably necessary or legally required.

6.4 **Public disclosures.** We may publicly identify a Customer or an organisation with which Users are affiliated as described in Section 4.6. We may publish aggregated or de-identified research or service information that does not reasonably identify an individual. Any public use of an individual's name, image, quotation or agreed authorship is handled on an appropriate separate basis.

6.5 We do not permit service providers to use personal information for their own unrelated advertising. The Hosted Services are not designed to disclose User personal information to third-party advertising networks.

7. International Transfers

7.1 Coagen is based in the United Kingdom. We and our service providers store and process personal information in the United States and Europe, and some processing takes place in other countries outside the United Kingdom. Those countries may have different data-protection laws.

7.2 Where a restricted transfer is subject to UK data-protection law, we use a lawful transfer mechanism as applicable, such as UK adequacy regulations, the UK International Data Transfer Agreement, the UK Addendum to approved standard contractual clauses or another permitted safeguard or exception. Where EU data-protection

law applies, we use an applicable adequacy decision, approved standard contractual clauses or other lawful mechanism. Additional transfer terms for customer-controlled Project Data are addressed in the DPA.

7.3 You may request further information about safeguards relevant to your personal information by contacting us. We may provide a summary or a redacted copy where necessary to protect confidential or commercial information.

8. Cookies and Local Storage

8.1 The Hosted Services currently use first-party cookies and similar storage for authentication, security, active-Workspace selection and user-interface preferences. These technologies are necessary to provide the service you request or to remember a choice you make. We do not currently use cookies or similar storage for third-party advertising or analytics.

8.2 **Authentication and Workspace cookies.** The authentication cookie keeps a User signed in and helps protect the account. A separate cookie remembers the active Workspace. These cookies may remain in the browser for up to one year, although an authentication session may expire or be revoked sooner.

8.3 **Local preferences.** Local storage may remember theme, table-view, Workflow-view and similar interface preferences on the device. It normally remains until the User clears browser data or the preference is replaced.

8.4 Hosting, communications or security infrastructure may also use storage or access technologies strictly necessary to deliver, secure or balance the requested service. You can block or delete cookies and local storage using browser controls, but doing so may prevent sign-in or cause features and saved preferences not to work.

8.5 If we introduce a storage or access technology that requires consent, we will provide an appropriate choice before using it and update the information made available to Users.

8.6 **Our website.** Our website uses Cloudflare Web Analytics to count page views and measure performance, for visitors everywhere, including in the European Union. The analytics script sets no cookies and stores nothing on your device, and we do not use it to identify you or follow you across other sites. Cloudflare processes this data for us. You can turn the analytics off at any time with the control on our website's Privacy Notice page, and they do not run if your browser sends a Global Privacy Control or Do Not Track signal. Our website remembers that choice, and whether you chose static product visuals, in your browser's local storage.

9. How Long We Keep Personal Information

9.1 We keep personal information only for as long as reasonably necessary for the purpose for which it was collected, including to provide and secure the Hosted Services, administer the Customer relationship and Projects, comply with legal, tax, accounting or regulatory duties, resolve disputes and establish or defend claims.

9.2 In deciding the period, we consider the nature, amount and sensitivity of the information; the purposes and whether they can be achieved another way; the risk of harm from unauthorised use or disclosure; account, Project and contractual status; applicable limitation and record-keeping periods; Customer instructions; and technical backup cycles.

9.3 Account and business-relationship information is normally kept while the account or relationship is active and for an appropriate period afterwards. We may retain a limited identity, access, acceptance, attribution, security or transaction record where needed to preserve Project provenance, prevent misuse, meet legal obligations or handle claims, even after access is disabled. Expired invitations, authentication sessions and reset records are retained only as needed for account administration, security and audit purposes.

9.4 Customer-controlled Project Data is retained and deleted in accordance with the Customer's instructions, the Agreement, DPA and applicable service configuration. Personal information in a Coagen-owned Project is retained for the period reasonably needed for the Project's stated purpose, including, where relevant, to conduct, analyse, verify and publish research or evaluation and preserve an appropriate Project or study record. We take account of the protocol, ethics or governance approvals, sponsor or funder requirements, applicable research, legal or regulatory requirements and any project-specific notice. Where permitted by law, research data may be retained for longer for scientific research or statistical purposes, subject to appropriate safeguards. Backups may remain protected until overwritten in the ordinary cycle. Unless the Customer's contract sets a different period,

recordings, transcripts and results are kept while the Project exists and for 12 months after it is archived, and for no more than 10 years after the Project was created, and are then deleted. Anonymised data created under Section 4.12 is not personal information and may be kept after that.

9.5 We may retain information that has been irreversibly anonymised because it no longer identifies an individual.

9.6 **Practice recordings.** We keep practice recordings used to develop the Hosted Services for as long as they remain useful for that purpose, and we review that need at least every two years. We remove the link between them and you 12 months after the Project is archived, or sooner if you ask.

9.7 **Website and enquiries.** Website analytics are kept in aggregate by Cloudflare. Messages you send through our website's forms are kept while we deal with your enquiry and for as long as needed for any business relationship that follows.

10. Your Data-Protection Rights

10.1 Depending on the circumstances and applicable law, you may have rights to request access to personal information; correction of inaccurate information; deletion; restriction of processing; portability of information you provided; and information about certain automated decisions. Where we rely on consent, you may withdraw it at any time.

10.2 **Your right to object.** You may object to processing based on legitimate interests. We will stop the processing unless we have compelling legitimate grounds that override your interests, rights and freedoms or the processing is needed for legal claims. You may object to direct marketing at any time, and we will stop using your personal information for that purpose. To object to our use of your practice recordings to develop the Hosted Services, use the opt-out in the Privacy section of your profile or contact us using Section 13. From then on, we will not include your practice information in any later training or evaluation. Models trained before then are not retrained, because we build and test them so that no individual's practice information can be extracted from them.

10.3 Rights are subject to legal conditions and exemptions and may not apply to every item or purpose. We may ask for information needed to verify identity and authority. We do not normally charge a fee, but may charge or decline a request where the law permits, including where a request is manifestly unfounded or excessive.

10.4 To exercise a right, contact the Privacy Lead using Section 13. If the request concerns customer-controlled Project Data, contact the relevant Customer or Project Owner; we may forward the request to it. We will respond within the period required by applicable law.

11. Complaints

11.1 If you are concerned about our use of personal information, you may make a data-protection complaint by emailing the Privacy Lead at the address in Section 13, with "Data protection complaint" in the subject line. Include enough information for us to identify you, understand the issue and reply. We will acknowledge receipt within 30 days, make appropriate enquiries, keep you informed where required and communicate the outcome without undue delay.

11.2 You also have the right to complain to the Information Commissioner's Office (**ICO**), the UK data-protection regulator. The ICO can be contacted at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF, by telephone on 0303 123 1113, or through ico.org.uk/make-a-complaint. If another supervisory authority has jurisdiction, you may complain to that authority instead. We would appreciate the opportunity to address the concern first, but this does not limit your right to contact a regulator.

12. Security, Children and Changes to This Notice

12.1 We use appropriate technical and organisational measures designed to protect personal information, taking account of the nature of the processing and risk. No internet service or storage system can be guaranteed completely secure, and Users must protect their credentials and devices. Contractual security commitments for customer-controlled Project Data are set out in the DPA, Order Form or applicable security schedule.

12.2 User accounts are for business and professional users aged 18 or over. We do not knowingly offer User accounts to children. A Customer may process information about minors in a properly authorised Project, but it is responsible for the applicable notice, lawful basis and safeguards, and Coagen processes that information under the DPA unless Coagen is separately identified as controller.

12.3 We may update this Notice to reflect changes in law, the Hosted Services or our processing. We will post the current version with its last-updated date and will bring material new uses to affected individuals' attention where required by law.

13. Contact Us

Questions, data-protection rights requests and complaints concerning processing for which Coagen is controller should be sent by email to:

The Privacy Lead
Coagen Limited
hi@coagen.ai

Please do not send unnecessary health information, Project Data, passwords or authentication tokens.