

UNDERTAKING

PART 8 OF THE ENTERPRISE ACT 2002 (“EA02”)

UNDERTAKING TO THE COMPETITION AND MARKETS AUTHORITY (“CMA”) UNDER SECTION 219 OF THE EA02 RELATING TO:

- **PART 1 OF THE CONSUMER RIGHTS ACT 2015 (“CRA”)**
- **PART 2 OF THE CRA**
- **THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013 (“CCRs”)**
- **THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (“CPRs”)**

Dante Labs S.r.l and Dante Labs Inc of The Platinum Building St John’s Innovation Park Cowley Rd, Milton, Cambridge CB4 0DS, United Kingdom provides the following UNDERTAKING to the CMA pursuant to section 219 of the EA02, in response to the CMA’s consumer protection law investigation into in the supply of PCR Testing Services (the “Undertaking”). In the Undertaking, Dante Labs S.r.l and Dante Labs Inc are referred to together as “Dante Labs”.

Undertaking

In accordance with section 219(4) and section 219(B) of the EA02, Dante Labs undertakes (1) on its/their own behalf and (2) in respect of any third party acting in its/their name with its/their authority or on its/their behalf with its/their authority:

- **not to engage in any conduct which contravenes paragraphs 4 to 26 or 36 below;**
- **not to engage in such conduct in the course of its/their PCR Testing services business or any other COVID-19 Testing services business;**
- **not to consent to or connive in the carrying out of such conduct by a body corporate with which it has/they have a special relationship (within the meaning of section 222(3) of the EA02);**
- **to comply with the enhanced consumer measures (as such term is defined in s. 219(A) of the EA02) set out in paragraphs 4 to 26 below; and**
- **to take such steps as are set out in paragraphs 4 to 26 and 36 below to comply with this Undertaking.**

Interpretation

1. Defined terms are set out in Annex 1 to this Undertaking.
2. When a date or time period is specified, the obligation must be met by 17:00 hours in the time zone of the United Kingdom on the relevant day.
3. References to “consumers” or “customers” in this Undertaking mean consumers or customers in the UK.

Part 1 – Advertisement and provision of PCR testing services

4. All statements and information provided by, or on behalf of, Dante Labs to consumers (whether online or otherwise or in whatever location) about PCR Testing, any other COVID-19 Testing, Dante Labs’ PCR Testing and/or Dante Labs’ Other COVID-19 Testing must be accurate and Clear.
5. In any advertisement (online or otherwise) or on any website or online platform from which Dante Labs sells/markets its/their PCR Testing service or any other COVID-19 Testing service, Dante Labs must Clearly and Prominently state the timing within which (1) Dante Labs will dispatch PCR or any other COVID-19 test kits to the consumer and (2) the timing within which the test results will be sent to the consumer upon receipt of the test sample (or equivalent information) by Dante Labs.
6. Dante Labs will ensure as far as reasonably possible that it has adequate processing capability to meet the timings and capacity it has advertised and/or any timings it is required to meet under applicable legislation (whichever is shorter).
7. Dante Labs will ensure that any PCR Testing service or any other COVID-19 Testing service it/they provide is of satisfactory quality and fit for purpose.

Part 2 - Customer Service

8. On any website or online platform from which Dante Labs sells its/their PCR Testing service or any other COVID-19 Testing service Dante Labs must ensure that Clear and Prominent Information about its/their customer service including relevant contact details (including email address and telephone number, hours of operation, and its service levels for the appropriate channel of communication) is displayed. All Dante Labs’ communications to consumers will also state the hours of operating for the customer service function.
9. By 28 February 2022, Dante Labs will ensure appropriate customer service systems are put in place, and maintained, so that consumers can swiftly and effectively:
 - a. raise a query, concern or complaint about Dante Labs’ PCR Testing or any other Dante Labs COVID-19 Testing;
 - b. initiate and continue and conclude contact with the customer service

function, including by:

- i. enabling consumers to communicate effectively with customer service agents, for example primarily via email and by telephone (as a secondary means of contact), with Dropped Contacts being minimised as far as reasonably possible;
 - ii. subject to (iii) below ensuring that consumers receive a response to an initial request to be contacted within 24 hours of their initial contact and a human response within 48 hours of their initial contact, unless that is not reasonably practicable in the circumstances;
 - iii. where a consumer's initial request to be contacted relates to Test to Release or Fit to Fly services (e.g. Covid-19 Fit to Fly Certificate or Day 5 Release from Isolation Test) ensuring that consumers receive a human response within 24 hours, unless that is not reasonably practicable in the circumstances;
 - iv. ensuring consumers receive a final response to any complaints promptly, and in any event within 14 days unless that is not reasonably practicable in the circumstances.
10. In particular, Dante Labs will ensure that it/they employ an adequate number of staff, and that its/their operation hours are sufficient to meet the Undertaking in paragraph 9 above.
11. Dante Labs will review, amend and/or update all relevant customer service macros, scripts, decision trees and other customer service instructions operated to reflect the requirements of this undertaking and compliance with Consumer Protection Law within one month of the date of these undertakings.
12. Dante Labs will ensure that it/they regularly review, at least 6 monthly the effectiveness of its/their training, instructions and policies and, when necessary, implement all changes that are required or desirable to ensure compliance with these undertakings and compliance with Consumer Protection Law.

Part 3 – Ensuring that consumers can exercise their statutory rights

13. Without prejudice to paragraphs 18 - 22 below, Dante Labs shall ensure that its/their Terms and Conditions will be reviewed and amended within the time periods specified in those paragraphs to ensure that they provide for Dante Labs' compliance with its/their obligations, and for consumers to be given their rights under Consumer Protection Law.
14. Dante Labs shall ensure that its/their Terms and Conditions and any information provided by it/them to a consumer either before or after a contract is entered into do not mislead the consumer about their statutory rights or hinder, or in any way make more difficult, the

exercise of the statutory rights provided by Consumer Protection Law (including but not limited to, the rights provided under Part 1 of the CRA and the CCRs).

15. Where a consumer contacts Dante Labs, through its/their customer service function or otherwise, seeking to understand or to exercise their rights to cancellation and/or refunds under the CCRs, or to complain about an aspect of Dante Labs' PCR Testing or any other COVID-19 Testing, Dante Labs shall ensure that the consumer is informed, as the case may be, of their rights:
 - a. to cancel provided for in Part 3 of the CCRs where the consumer remains within the cooling off period set out in Regulation 30 of the CCRs OR in any other case where such a right exists;
 - b. to a refund (which may, where appropriate, be the full amount of the price) where Dante Labs' PCR Testing or any other Dante Labs COVID-19 Testing is not performed within the time period specified in any contract entered into with a consumer (or a reasonable time period where no time period has been agreed with the consumer); and
 - c. to repeat performance and/or a price reduction (which may, where appropriate, be the full amount of the price) where Dante Labs PCR Testing is not performed with reasonable skill and care or does not conform to the contract.
16. If any Eligible Consumer contacts Dante Labs by any means enquiring about their rights under the CCRs, Dante Labs will inform them of their rights thereunder to cancel their contract and obtain a refund. Dante Labs will provide that information in accordance with the requirements of the CCRs within 24 hours of the consumer contacting it/them, and will comply with any notification of cancellation and demand for a refund that the consumer makes in accordance with the CCRs.
17. Within 7 days of signing this Undertaking Dante Labs will place and maintain, on a suitable webpage of its website, Clear and Prominent Information about how consumers who purchase or have purchased PCR Testing from Dante Labs can exercise their statutory rights to a refund under the CCRs and the CRA.

Part 4 - Terms and conditions

18. Dante Labs will not use, enforce or otherwise rely on or include in any of its/their Terms and Conditions terms which:
 - a. are not transparent (within the meaning of section 64 of the CRA);
 - b. unfairly limit its/their liability (either directly or indirectly);
 - c. exclude or limit the consumer's statutory rights;
 - d. impose disproportionate obligations on the consumer;

- e. transfer inappropriate risk to the consumer; or
 - f. seek to prevent consumers from starting legal proceedings in their local courts.
19. Dante Labs will amend its/their Terms and Conditions to comply with the fairness and other requirements of the CRA. In particular, but without limiting that obligation, Dante Labs will amend its/their Terms and Conditions as agreed with the CMA.
 20. Within 21 days of signing these Undertakings, Dante Labs must implement those Terms and Conditions for all new orders by consumers. Dante Labs will ensure that consumers with existing contracts are treated consistently with its/their new Terms and Conditions.
 21. Subject always to its compliance with the Consumer Protection Law, until the Reporting End Date, Dante Labs will not seek to make any further material amendments (which affect the matters identified during the CMA's investigation to which these Undertakings relate) to the Terms and Conditions without giving the CMA 21 days' prior written notice and will not implement any such further amendments before the expiry of the period or, where the CMA within that period informs Dante Labs of concerns, these concerns have been addressed by Dante Labs to the CMA's reasonable satisfaction.
 22. Dante Labs will ensure that information provided on its website and during the purchase process reflects, and is consistent with, the Terms and Conditions.

Part 5 – Refunds

Fit to Fly/Test to Release

23. Within 21 days of signing this Undertaking, Dante Labs will refund all Fit to Fly/Test to Release Refund Entitled Consumers the full price (and any other charges) of each PCR Test in respect of which they are a Fit to Fly/Test to Release Refund Entitled Consumer.
24. Within 14 days of signing this Undertaking, Dante Labs will notify every Fit to Fly/Test to Release Refund Entitled Consumer of its/their intention to issue a refund by sending an email, such email to include a request that Fit to Fly/Test to Release Refund Entitled Consumers provide up-to-date payment details in order to facilitate the refund. If a Fit to Fly/Test to Release Refund Entitled Consumer does not respond to the email, Dante Labs will make further efforts to contact them in order to obtain up-to-date payment details, including sending at least two further emails with clear subject headings indicating the subject matter. If Dante is unable to obtain up-to-date payment details and processes a refund to a Fit to Fly/Test to Release Refund Entitled Consumer, it will record the steps it has taken to attempt to contact that Fit to Fly/Test to Release

Refund Entitled Consumer.

25. Dante Labs will make the required refund payments to each Refund Entitled Consumer. Refund payments will be made by the same means and using the same payment details as used by the consumer when they purchased Dante Labs' PCR Testing, unless the consumer provided updated payment details or reasonably requests a payment through a different means.

General Testing

26. Dante Labs will consider each request for a refund received in response to the notification in paragraph 17 above, and within 7 days assess whether the customer is a General Refund Entitled Consumer. If Dante Labs has assessed the request as being from a General Refund Entitled Consumer it will:
- a. contact the General Refund Entitled Consumer to inform them that Dante Labs will make an appropriate refund (which may, where appropriate, be the full amount of the price paid (and any other charges)) of each PCR Test for which they are a General Refund Entitled Consumer and ask for payment details; and
 - b. make the relevant payment within 7 days of receipt of the General Refund Entitled Consumer's response.

Part 6 - Compliance monitoring

27. Without prejudice to any further statutory information notices the CMA may serve on it/them, Dante Labs will provide the information set out in paragraphs 28 - 30 below.
28. By the date falling three months from the date this Undertaking is signed, Dante Labs will produce and submit to the CMA a written report on the implementation of paragraphs 4 - 26 of this Undertaking. The report must include:
- a. an explanation of the changes made to implement the Undertaking;
 - b. the steps taken to comply with Part 5 of the Undertaking, including:
 - i. the total number of Fit to Fly/Test to Release Refund Entitled Consumers and General Refund Entitled Consumers to whom it has/they have paid refunds and the total amount paid to such consumers;
 - ii. the total number of consumers contacting Dante Labs claiming to be a General Refund Entitled Consumer;
 - iii. the total number of consumers contacting Dante Labs claiming to be an Eligible Consumer;
 - iv. the total number of those in sub-paragraph (iii) above whom Dante Labs agreed were Eligible Consumers and informed them of their cancellation and refund rights under the CCRs;

- v. the total number of those in sub-paragraph (iii) above who exercised their cancellation and refund rights under the CCRs and the total amount of refunds Dante Labs has paid to them;
- vi. the total number of those in sub-paragraph (iii) above whom Dante Labs did not agree were Eligible Consumers and, in each case, its/their basis for not agreeing and not informing the consumer of their cancellation and refund rights under the CCRs; and
- vii. in respect of every payment of a refund which has not been processed or where the refund has not left Dante Labs' bank account within the timescales required by Part 5 above, the steps that Dante Labs has taken to make that refund, and the reasons why the refund has not been made yet;

and

- c. a copy of Dante Labs' Terms and Conditions as in effect at the date of the report.

29. From the date of signing this Undertaking until the Reporting End Date, Dante Labs will maintain adequate records of the content of every Consumer Contact (both written and verbal) concerning or in any way relating to (i) the consumer's rights to cancellation and refunds under the CCRs; (ii) a delay in receiving the PCR Testing or other COVID-19 Testing kit or the results in relation to a sample returned to Dante Labs, (iii) the refund process (including the outcome of that process), (iv) a delay in the payment of a refund, and (v) a delay in the treatment of any Consumer Contact.

30. From the date of signing this Undertaking until the Reporting End Date, Dante Labs will within 10 Working Days of the end of each Reporting Period produce a Compliance Report to the CMA relating to that Reporting Period which provides:

- a. the total number of Consumer Contacts together with details of what steps Dante Labs has taken to address or resolve these;
- b. the total number of cancellations of contracts requested or notified to Dante Labs by consumers and the total number of cancellations that occurred;
- c. the total number of refunds sought by consumers and the reasons therefor;
- d. the total number of refunds (and the total value in GBP) made by Dante Labs and the reasons therefor; and
- e. an up-to-date copy of Dante Labs' Terms & Conditions.

31. Nothing above shall preclude the CMA from exercising any statutory right or power to seek to prevent Dante Labs from implementing any change to its/their consumer-facing business practices or to require it/them to reverse any such change.

32. In relation to any information Dante Labs provides to the CMA under this Undertaking, no evidence relating to the information provided may be adduced by or on behalf of the prosecution in any criminal proceedings against Dante Labs or its partners or employees.

Supplemental

33. Nothing in this Undertaking:

- a. represents or shall be construed as an admission by Dante Labs or its/their employees that it has/they have infringed consumer law;
- b. limits or restricts consumers' existing statutory or contractual rights (or Dante Labs' obligations in respect of these rights) in any way;
- c. constitutes approval or certification of Dante Labs' compliance with consumer protection laws; or
- d. precludes Dante Labs from making further changes which are consistent with this Undertaking, including but not limited:

- i. to any required by law;
- ii. to comply with any ruling of the ASA or other relevant governmental body; or
- iii. to those which provide a higher standard of consumer protection or improved consumer experience,

and Dante Labs will not make any statement or claim, either publicly or to any consumer, that says, implies or could be taken to imply the opposite.

34. Subject to any express provision to the contrary made herein, the Undertaking is effective at the date at which it is signed.

35. In the Undertaking, unless an alternative meaning is expressly provided for, any reference to 'day' means calendar day. Where a deadline provided for in the Undertaking ends on a non-working day, the reference shall be taken to mean the deadline falling on the following Working Day.

36. Dante Labs undertakes to provide the CMA, within 5 Working Days of the date this Undertaking is signed, the contact details of an appropriate employee for the purpose of Dante Labs promptly responding to any requests the CMA may have in relation to compliance with this Undertaking. Dante Labs further undertakes to promptly provide the CMA with any update to such contact details in the event the identity and/or location of the relevant partner or employee changes.

37. The Undertaking, and any dispute, claim and/or enforcement action (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Undertaking or its subject matter or formation.

BY SIGNING THIS UNDERTAKING, DANTE LABS IS AGREEING TO THE TERMS OF THE UNDERTAKING.

IF, HAVING SIGNED THIS DOCUMENT, DANTE LABS BREACHES ANY PART OF THE ABOVE UNDERTAKING, THEY ARE AWARE THAT THEY MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.

[Signed 21 January 2022]

Annex 1 to the Undertaking Definitions

For the purpose of this Undertaking:

Clear means

- displayed in plain English and succinctly;
- complete;
- correct; and
- not misleading either by action or omission.

Clear and Prominent Information means, having regard to the overall impression of the display in its entirety including commonly used features of website design, information which is:

- Clear;
- presented in such a way as a whole to enable the consumer to easily identify, read and understand the information;
- clearly visible in the place (eg a webpage) where it is located;
- not obscured by the addition of other information which may compete for the consumer's attention; and
- except as permitted by this Undertaking does not require the user to take any further action to access the information.

And 'Clear(ly) and Prominent(ly)' should be interpreted consistently.

Compliance Report means a written statement supplied by Dante Labs to the CMA by email relating to the Reporting Period in question, providing the information specified in paragraph 30 of the Undertaking.

Consumer Contact means any query, request or complaint from a consumer or someone authorised to act on their behalf (whether in writing or verbally) concerning or in any way relating to (i) the consumer's rights to cancellation and refunds under the CCRs;

(ii) a delay in receiving the PCR Testing or other COVID-19 Testing kit or the results in relation to a sample returned to Dante Labs, (iii) the refund process (including the outcome of that process), (iv) a delay in the payment of a refund, and (v) a delay in the treatment of any Consumer Contact.

Consumer Protection Law means the CRA, the CCRs and the CPRs.

COVID-19 Testing means any testing in relation to coronavirus (COVID-19) other than PCR Testing and where appropriate includes references to the testing service and/or the testing kit sent out to consumers (as the case may be). It includes but is not limited to what is commonly known as "lateral flow testing."

General Refund Entitled Consumer means a consumer who purchased the following PCR Testing from Dante Labs:
and:

- Fully vaccinated Amber Arrivals – Day 2 Test (Home Kit)
- Day 2 and 8 Testing Packages (Home Kit)
- Green List Day 2 Test (Home Kit)
- Day 8 Test
- General PCR Testing
- and:
- sought to exercise their rights to cancellation and a refund in accordance with the CCRs and was refused their right to do so by Dante Labs (or Dante Labs has otherwise failed to provide the consumer with the rights);
- received their testing kit more than 48 hours after posting by Dante Labs; or
- received their test results more than 48 hours after their testing kit was received at Dante Labs' testing laboratory
- has not already obtained a refund for the relevant purchase.

Dropped Contact means a communication with customer service agents which fails, due to a technical problem or disconnection or other error on the part of Dante Labs.

Eligible Consumer means a consumer who purchased or purchases Dante Labs PCR Testing before the Terms and Conditions are amended in accordance with this Undertaking unless Dante Labs can show to the CMA's reasonable satisfaction that in respect of that consumer the right to cancel under the CCRs no longer exists because:

- the consumer has already obtained a refund for the purchase that would otherwise make them an Eligible Consumer; or
- the consumer was provided with all the information which Dante Labs is required to provide pursuant to paragraph (I) of Schedule 2 of the CCRs; and
- the PCR Testing was provided to the consumer:
 - outside the cancellation period (including as extended pursuant to Regulation 31 in relevant cases); or
 - within the cancellation period and the conditions in Regulation 36(4) of the CCRs are satisfied.

Dante Labs' Other COVID-19 Testing means any COVID-19 Testing offered by Dante Labs to consumers that has not been defined elsewhere in this Undertaking.

Dante Labs' PCR Testing means any PCR Testing offered by Dante Labs to consumers.

Fit to Fly/Test to Release Refund Entitled Consumers means: a consumer who

purchased the following PCR Testing from Dante Labs:

and:

- Covid-19 Fit to Fly Certificate
- Day 5 Release from Isolation Test
- sought to exercise their rights to cancellation and a refund in accordance with the CCRs and was refused their right to do so by Dante Labs (or Dante Labs has otherwise failed to provide the consumer with the rights); or
- did not receive their testing kit within the following timeframes:
 - if ordered before 2pm, on the next working day after placing their order,
 - if ordered after 2pm, within two working days of placing their order; or
- received their test results more than 48 hours after their testing kit was collected by Royal Mail

and:

- has not already obtained a refund for the relevant purchase.

PCR Testing means polymerase chain reaction testing in relation to coronavirus (COVID-19) and where appropriate includes references to the testing service and/or the testing kit sent out to consumers (as the case may be). For the avoidance of doubt, unless specified otherwise in this Undertaking, it includes:

- Fully vaccinated Amber Arrivals – Day 2 Test (Home Kit)
- Day 2 and 8 Testing Packages (Home Kit)
- Green List Day 2 Test (Home Kit)
- Covid-19 Fit to Fly Certificate
- Day 8 Test
- Day 5 Release from Isolation Test

Reporting Start Date means the date this Undertaking is signed.

Reporting End Date means the date falling 12 calendar months after the Reporting Start Date.

Reporting Period means each 12-week period starting from the date the Undertaking is signed and the last Reporting Period will be the 4-week period ending at the end of the 12th calendar month.

Terms and Conditions means all the terms and conditions (whether in writing or verbal) which govern the supply by Dante Labs of PCR Testing or any other COVID-19 Testing to consumers.

UK means the United Kingdom of Great Britain and Northern Ireland.

Working Day means any day other than (a) a Saturday (b) a Sunday (c) Christmas Day (d) Good Friday (e) a day which is a bank holiday under the Banking and

Financial Dealings Act 1971 in the relevant part of the UK or (f) a day which is a national holiday in the Republic of Ireland.