

Eirloom Privacy Notice

Effective date: March 2026

Version: 5

What matters most — in plain language

Eirloom collects sensitive biological and personal data to deliver a personalised longevity and performance program. Your data belongs to you. We do not sell it, rent it, or use it for advertising. We use it to build and run your program, and for nothing else without your knowledge. You can request a copy of everything we hold, ask us to delete it, or withdraw your consent at any time. Health data requires your explicit consent, which you give separately at enrollment.

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1. Who we are

Eirloom AB provides longevity, performance, behaviour-change and advisory services.

Legal name: Eirloom AB

Organisation number: 559528-6757

Company form: Swedish limited company

Registration date: 24 April 2025

Registered address: Storgatan 40, 262 32 Ängelholm

For the personal data processing described in this Privacy Notice, Eirloom AB is the data controller. This means that Eirloom determines why and how personal data is processed.

Some laboratories, clinics, wearable providers, payment providers and other external services may act as independent data controllers for their own processing. Where this applies, their own privacy notices will also govern their processing.

2. Scope of this Privacy Notice

This Privacy Notice explains how Eirloom collects, uses, stores, shares and protects personal data relating to clients and prospective clients, participants in Eirloom programs, users of Eirloom websites, portals and applications, individuals completing Eirloom questionnaires or assessments, individuals participating through an employer-sponsored program, people who contact Eirloom, and event, workshop and community participants.

This Privacy Notice should be read together with Eirloom's Client Program Terms and Conditions and, where relevant, Eirloom's Cookie Notice.

3. What personal data we collect

The information Eirloom processes depends on the services used and the information the Client chooses to provide.

3.1 Identity and contact information

This may include name, date of birth, age, gender (where voluntarily provided), email address, telephone number, home or business address, preferred language, emergency contact information, account username and identification information, and electronic signature and acceptance records.

3.2 Program and contractual information

This may include program selected, program start and end dates, services included, session bookings and attendance, program participation, advisor assignments, client goals, communications with Eirloom, terms accepted, consent records, and complaints and service requests.

3.3 Payment and transaction information

This may include invoice information, payment status, billing address, transaction references, payment schedule, refund information, and records relating to unpaid amounts.

Payment card information is normally processed directly by Eirloom's payment provider. Eirloom does not normally store complete payment card details.

3.4 Health, wellbeing and performance information

Because Eirloom provides personalised longevity and performance services, Eirloom may process information concerning the Client's physical and mental health, lifestyle, behaviour and performance.

This may include medical history voluntarily disclosed by the Client, existing health conditions, symptoms, injuries, allergies, medications, supplements, family health history, sleep information, nutrition information, alcohol and substance-use information, stress and recovery information, physical activity and exercise information, strength, mobility and cardiovascular performance, body measurements and body composition, blood pressure and resting heart rate, heart-rate variability, blood glucose information, laboratory and biomarker results, hormone, metabolic and cardiovascular markers, genetic or epigenetic information where included in the service, biological-age and related assessment information, wearable-device information, reproductive or sexual health information where relevant and voluntarily provided, psychological, emotional, leadership and behavioural information, and personal goals, habits, motivations and perceived barriers.

Health information, genetic information and certain other information may be classified as sensitive or special-category personal data under GDPR.

3.5 Wearable, device and application information

Where the Client connects a wearable device, health platform or application, Eirloom may receive information such as sleep duration and quality, recovery scores, heart rate, heart-rate variability, respiratory rate, temperature trends, activity levels, step counts, training load, exercise records, readiness scores, glucose information, device identifiers, and synchronisation status.

The information received depends on the Client's device, settings, permissions and the relevant provider.

The Client may disconnect an integration through the relevant provider or by contacting Eirloom. Disconnecting an integration does not automatically delete information already received by Eirloom.

3.6 Questionnaire, interview and coaching information

This may include questionnaire responses, interview notes, session notes, personal reflections, goals and priorities, lifestyle information, behavioural patterns, leadership and work-related information, advisor observations, progress reports, action plans, and client feedback.

3.7 Technical and security information

When the Client accesses Eirloom's websites, applications or portal, Eirloom may process IP address, device type, browser type, operating system, login history, date and time of access, activity logs, error reports, security events, cookie identifiers, and approximate location derived from an IP address.

Precise location information will not be collected unless necessary for a specific feature and the Client has been clearly informed.

3.8 Communications and recordings

Eirloom may process emails, messages, customer-service communications, video-call information, photographs submitted by the Client, and documents uploaded by the Client.

Eirloom will not record individual advisory sessions without the Client's knowledge and agreement.

4. Where personal data comes from

Eirloom may collect personal data directly from the Client, through Eirloom questionnaires, interviews and assessments, through the Eirloom website, application or portal, from wearable devices and applications connected by the Client, from laboratories, clinics and testing providers at the Client's request, from an employer or organisation sponsoring the program, from payment, booking and communications providers, from advisors and contractors working with the Client, from publicly available sources where relevant and lawful, and from another person where the Client has asked that person to provide information.

Where Eirloom receives personal data from another source, Eirloom will only use it for legitimate and disclosed purposes.

5. Why we process personal data

5.1 To assess and enroll prospective clients

Eirloom may use identity, contact, questionnaire and program information to respond to enquiries, assess suitability, arrange introductory consultations, prepare proposals, create accounts, enroll clients, and confirm program details.

The lawful basis is normally taking steps at the Client's request before entering into a contract, or performing a contract.

5.2 To provide the Eirloom program

Eirloom may use personal data to conduct onboarding, establish a baseline, review biomarkers and wearable information, conduct physical and lifestyle assessments, prepare reports, develop personalised recommendations, provide advisory and coaching sessions, monitor progress, communicate with the Client, and deliver the services purchased.

The lawful basis for ordinary personal data is normally performance of the Client agreement. Where this involves health, genetic or other special-category personal data, Eirloom relies on the Client's explicit consent in addition to the applicable lawful basis for ordinary personal data.

5.3 To personalise the Client experience

Eirloom may combine information from questionnaires, interviews, biomarkers, wearable devices, physical assessments and program participation to identify relevant patterns, prioritise areas for improvement, tailor recommendations, adjust the program, track changes over time, prepare progress reports, and support the Client's stated goals.

5.4 To administer the Client relationship

Eirloom may process personal data to schedule sessions, send reminders, manage accounts, provide technical support, respond to questions, manage invoices and payments, keep records of services delivered, handle complaints, and enforce or defend contractual rights.

The lawful bases may include performance of a contract, compliance with legal obligations and Eirloom's legitimate interests in operating and protecting its business.

5.5 To comply with legal obligations

Eirloom may process and retain information where necessary to comply with accounting requirements, tax requirements, consumer-protection requirements, data-protection requirements, court orders, valid government requests, and other applicable legal obligations.

5.6 To protect Eirloom, Clients and others

Eirloom may process personal data to protect accounts and systems, prevent unauthorised access, investigate security incidents, prevent fraud, enforce agreements, establish, exercise or defend legal claims, and protect the safety of Clients, personnel and other people.

5.7 To improve Eirloom's services

Eirloom may use appropriately limited information to understand how services are used, identify operational problems, improve the client experience, develop methods and materials, train and supervise personnel, and produce business and service statistics.

Where possible, Eirloom will use aggregated or anonymised information for these purposes. Identifiable health information will not be used for unrelated product development, advertising or general AI-model training without a separate lawful basis and, where required, explicit consent.

5.8 Marketing communications

Eirloom may send news, event invitations, educational material or information about services where the Client has provided consent or where otherwise permitted by law. The Client may opt out at any time. Opting out of marketing does not affect essential service communications. Eirloom will not use health, biomarker, genetic or wearable information to target advertising.

6. Special-category and health data

Eirloom's personalised services require the processing of health data and other sensitive personal data. Eirloom will normally process this information on the basis of the Client's explicit consent under Article 9 GDPR, given separately at enrollment.

The Client may withdraw consent for future processing of health or other sensitive personal data at any time by contacting Eirloom. Withdrawal of consent does not affect the lawfulness of processing carried out before the consent was withdrawn. Because health and performance information is central to personalised Eirloom services, withdrawing consent may mean that Eirloom can no longer provide some or all of the personalised program.

7. How Eirloom uses artificial intelligence

Eirloom may use artificial intelligence and other automated software to assist its personnel in delivering and administering Eirloom services.

7.1 Permitted AI uses

AI-assisted tools may be used to organise information supplied by the Client, transcribe or summarise information where the Client has been informed, structure interview and session notes, identify patterns or trends in biomarker, wearable or questionnaire information, compare information across different assessment periods, prepare preliminary report content, draft personalised recommendations for human review, translate or reformat information, support customer service, improve administrative efficiency, detect technical or security issues, and create aggregated, anonymised or statistical insights.

7.2 Human oversight

AI-generated material may be incomplete, inaccurate or inappropriate. AI is used as an assistance tool and not as a replacement for professional judgement. An Eirloom advisor or authorised team member will review AI-assisted client reports, material recommendations and personalised conclusions before they are relied upon or presented as Eirloom guidance.

7.3 No AI medical diagnosis

Eirloom will not use AI to provide an independent medical diagnosis, prescribe medication or replace a licensed healthcare professional.

7.4 Data minimisation in AI systems

When using AI tools, Eirloom will take reasonable steps to use only information needed for the task, remove or reduce direct identifiers where practical, restrict access to authorised personnel, select providers offering appropriate contractual and security protections, use business or enterprise services rather than public consumer tools, prevent unauthorised use or disclosure, and review AI outputs before material use.

7.5 AI training and model improvement

Eirloom will not intentionally use identifiable Client information, health data, biomarker results, genetic data or session content to train a publicly available or general-purpose AI model. Eirloom will not permit an AI provider to use identifiable Client data to train or improve its

general models without clearly informing the Client in advance, establishing a valid lawful basis, and obtaining any required explicit consent.

Eirloom may use genuinely anonymised information to improve its methods, systems and services.

7.6 Automated decisions and profiling

Eirloom may use profiling to analyse information about health, performance, preferences, behaviour and progress for the purpose of personalising the Client's program. Eirloom does not make decisions based solely on automated processing that produce legal effects or similarly significantly affect the Client. Material program decisions will involve meaningful human review.

8. When personal data is shared

Eirloom does not sell or rent Client personal data. Eirloom may share personal data only where reasonably necessary with the following categories of recipients.

****Eirloom personnel and advisors:**** Authorised employees, advisors, coaches, consultants and contractors may access information where necessary for their role. They are subject to confidentiality, access restrictions and data-protection obligations.

****Technology and service providers:**** Eirloom may use providers for cloud hosting, data storage, client portals, customer-relationship management, email, messaging, video calls, scheduling, electronic signatures, payments, accounting, customer support, cybersecurity, website analytics, wearable integrations, AI-assisted processing, document production and management, and backup and disaster recovery. Where these providers act as processors, they may only process personal data under Eirloom's instructions and under an appropriate data-processing agreement.

****Laboratories, clinics and testing providers:**** Where testing is included or requested, Eirloom may share information to arrange the test, confirm the Client's identity, receive results, support interpretation, and coordinate follow-up. A laboratory or clinic may be an independent data controller and may provide its own privacy information.

****Wearable and application providers:**** Where the Client connects an external device or application, personal data may be exchanged with the relevant provider according to the permissions selected by the Client.

****Professional advisors and authorities:**** Eirloom may share information with lawyers, accountants, auditors, insurers, debt-collection providers, courts, regulators, law-enforcement

authorities, tax authorities, and other public authorities where reasonably necessary, legally required, or necessary to establish, exercise or defend legal claims.

****Business transfers:**** If Eirloom is involved in a merger, acquisition or sale of all or part of its business, relevant information may be disclosed under confidentiality and data-protection safeguards. Any new controller must continue to process personal data in accordance with applicable data-protection law.

9. Employer-sponsored and corporate programs

Where an employer or another organisation pays for a Client's participation, Eirloom and the sponsoring organisation may exchange limited administrative information needed to operate the program, such as name, eligibility, enrollment status, attendance or participation status, program dates, and administrative and billing information.

Eirloom will not provide the sponsoring organisation with the Client's individual health information, biomarker results, wearable information, assessment results, coaching notes, personal goals, session content, or individual recommendations. Such information will only be shared where the Client has given specific, informed and explicit authorisation.

Eirloom may provide aggregated reporting about a group where the reporting is designed not to identify individual participants, and only where there is no material risk that an individual could reasonably be identified.

10. International data transfers

Eirloom seeks to use providers that process personal data within the European Union or European Economic Area where reasonably practical. Where personal data is transferred outside the EU or EEA, Eirloom will use a lawful transfer mechanism such as a European Commission adequacy decision or the European Commission's Standard Contractual Clauses.

The Client may contact Eirloom for further information about the safeguards applying to relevant transfers.

11. How long personal data is retained

****Client and program records:**** Core program records, reports, assessments, coaching records

and relevant communications are normally retained during the program and for up to three years after the Client relationship ends. Information may be retained longer where necessary to handle an ongoing complaint, establish or defend a legal claim, or comply with a legal obligation.

****Health and wearable information:**** Health, biomarker, genetic, epigenetic, wearable and performance information is normally retained during the program and for up to three years after the Client relationship ends. Eirloom will periodically review whether retaining this information remains necessary.

****Contracts and acceptance records:**** Contracts, program confirmations, electronic acceptance logs and relevant consent records may be retained for the duration of the agreement and for the period reasonably necessary to demonstrate compliance and manage disputes.

****Accounting and transaction records:**** Invoices, payments and accounting documentation will normally be retained for at least seven years where required under Swedish accounting and tax rules.

****Enquiries from prospective clients:**** Enquiry and introductory-consultation information will normally be deleted or anonymised within 12 months where the person does not become a Client.

****Customer-service communications:**** General customer-service records may normally be retained for up to two years after the matter is closed.

****Recordings:**** Where a recording is made with appropriate notice and consent, it will normally be deleted within 90 days unless the recording is needed for a specific documented purpose.

****Technical and security logs:**** Technical, access and security logs may normally be retained for up to 12 months, unless required for an active investigation or legal claim.

****Anonymised information:**** Genuinely anonymised information may be retained indefinitely and used for statistics, research, benchmarking and service improvement.

12. How personal data is protected

Eirloom applies technical and organisational safeguards appropriate to the nature of the information and the risks involved. These measures may include encryption during transmission, encryption of stored information where appropriate, multi-factor authentication, role-based access controls, least-privilege access, password and account-security requirements, logging and monitoring, secure backups, system updates and vulnerability management, confidentiality

obligations, personnel training, processor due diligence, data-processing agreements, incident-response procedures, data minimisation, pseudonymisation, secure deletion procedures, and periodic reviews of access and retention.

No digital system can be guaranteed to be completely secure. Eirloom will regularly review its safeguards and adjust them where reasonably necessary.

If a personal-data breach is likely to create a high risk to a Client's rights and freedoms, Eirloom will notify the affected Client as required by law.

13. Whether providing information is mandatory

Some information is required for Eirloom to enter into the Client agreement, administer the program, verify identity, process payments, meet legal obligations, and provide personalised services safely. Where required information is not provided, Eirloom may be unable to enroll the Client or provide some or all of the service.

Information identified as optional does not need to be provided. However, choosing not to provide relevant health or performance information may reduce Eirloom's ability to personalise its recommendations.

14. The Client's rights

Subject to the conditions and exceptions in GDPR, the Client may have the following rights:

****Right to information:**** The Client has the right to receive clear information about how personal data is processed.

****Right of access:**** The Client may request confirmation of whether Eirloom processes the Client's personal data and receive a copy of relevant personal data.

****Right to rectification:**** The Client may ask Eirloom to correct inaccurate information or complete incomplete information.

****Right to erasure:**** The Client may ask Eirloom to delete personal data in certain circumstances. The right to erasure is not absolute. Eirloom may need to retain information to comply with legal obligations, resolve disputes or establish, exercise or defend legal claims.

****Right to restriction:**** The Client may ask Eirloom to limit processing in certain circumstances,

including while the accuracy or lawfulness of processing is being reviewed.

****Right to data portability:**** Where processing is based on consent or a contract and is carried out by automated means, the Client may have the right to receive personal data in a structured, commonly used and machine-readable format.

****Right to object:**** The Client may object to processing based on Eirloom's legitimate interests. The Client may object to direct marketing at any time and Eirloom will stop using the Client's personal data for direct marketing after receiving the objection.

****Right to withdraw consent:**** Where processing is based on consent, the Client may withdraw that consent at any time. Withdrawal applies to future processing and does not affect processing carried out before the withdrawal.

****Right to complain:**** The Client may lodge a complaint with the Swedish Authority for Privacy Protection (Integritetsskyddsmyndigheten, IMY) or with the competent supervisory authority in the EU or EEA country where the Client lives, works or believes an infringement occurred.

15. Exercising privacy rights

To exercise a privacy right or ask a question, contact customerservice@eirloom.life. The request should explain what the Client is requesting and provide enough information for Eirloom to identify the relevant records.

Eirloom will normally respond within one month. There is normally no charge for exercising GDPR rights. Eirloom may charge a reasonable fee or refuse a request where a request is manifestly unfounded or excessive, as permitted by law.

16. Children

Eirloom's standard individual programs are intended for adults unless Eirloom expressly agrees otherwise. Eirloom will not knowingly collect health or other sensitive information from a child without establishing an appropriate legal basis and obtaining parental or guardian involvement where required.

17. Cookies and website analytics

Eirloom may use cookies and similar technologies to operate the website, maintain security, remember preferences, understand website use, measure performance, and support marketing where consent has been provided. Non-essential cookies will only be used in accordance with applicable consent requirements. Further information is provided in Eirloom's Cookie Notice. [Cookie Notice to be published.]

18. Changes to this Privacy Notice

Eirloom may update this Privacy Notice when its services, technology, providers or legal obligations change. The current version will be made available through Eirloom's website or client portal. Where a change materially affects how Client personal data is used, Eirloom will provide appropriate notice before the change takes effect and obtain new consent where required.

19. Contact

Questions, requests or concerns concerning privacy or personal data should be sent to:

Eirloom AB
Organisation number: 559528-6757
Registered address: Storgatan 40, 262 32 Ängelholm
Email: customerservice@eirloom.life

Enrollment checkboxes

These checkboxes must not be preselected.

****Box 1 — Privacy acknowledgment and health data consent (required)****

I confirm that I have received and read the Eirloom Privacy Notice. I explicitly consent to Eirloom processing my health, biomarker, genetic or epigenetic, wearable, lifestyle and performance information for the purpose of assessing my baseline, personalising and delivering my Eirloom program, monitoring progress and preparing my reports and recommendations. I understand that I may withdraw this consent at any time by contacting customerservice@eirloom.life, and that withdrawal may prevent Eirloom from providing some or all personalised services.

Note: Marketing consent is managed separately through account settings or a follow-up communication after enrollment.