PERSONAL DATA PROTECTION

DEFINITIONS

In this Contract, words or expressions with an initial uppercase letter shall bear the following meaning:

"**Contract**": The contract entered into with the Service Provider and under which this Appendix falls.

"Personal Data" or **"PD"**: Any information relating to an identified or identifiable natural person (hereinafter referred to as the "Data Subject"), either directly or indirectly, particularly by reference to an identification number, location data, online identifiers (e.g. username and password) or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity.

"Regulation": All laws and regulations applicable in the European Union with regard to PD, including the General Personal Data Protection Regulation No. 2016/679 of April 27, 2016 ("GDPR").

"Services": All the services performed by the Service Provider on behalf of the Customer and as specified in the Contract.

"Data Controller": The Customer, the natural or legal person, public authority, department or other body which, alone or jointly with others, determines the purposes and means of the processing operation. Under the Contract and this Appendix, the Data Controller shall be the Customer.

"Data Processor": The natural or legal person, public authority, department or other body that processes PD on behalf of the Data Controller in accordance with the latter's instructions. Under the Contract and this Appendix, the Data Processor shall be the Provider, namely GENERIX.

"Processing": Any operation or set of operations, whether or not performed using automated processes and applied to Data or sets of Personal Data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, communication by transmission, dissemination or otherwise making available, alignment or interconnection, limitation, erasure or destruction.

The terms and expressions **"PD Violation", "Process", "Data Subject", "Member State", "Supervisory Authority", "Standard Clauses"**, shall bear the same meaning as given to them in the Regulations, while related expressions shall be interpreted in the same manner.

ARTICLE 1: CUSTOMER'S GENERAL OBLIGATIONS

1.1 The Customer hereby agrees to comply with the Regulations within the scope of the Contract.

1.2 In its capacity as Data Processor, the Provider shall only process Personal Data based on documented instructions from the Customer, as set out in the "Processing Instructions Sheet" Appendix to the relevant Subscription Contract, and exclusively to perform the services entrusted to it under the Contract. The Customer's instructions relating to the Processing are described in the appendix "Processing instruction sheet" in the relevant Subscription Contract.

The Customer agrees to complete this Processing Instruction Sheet when signing the Subscription Contract, but no later than four weeks after signing the Subscription Contract. Where the Customer uses the services covered by the Contract to process other data or categories of Personal Data or for other Processing than that described in the Processing Instruction Sheet, the Customer shall be doing so at its own risk and the Provider shall not be held liable in the event of non-compliance with the Regulations. The Customer hereby acknowledges that the Provider shall restrict itself to following the Customer's documented instructions, subject to informing the Customer in the event of instructions given that do not comply with Regulations. Any Customer request exceeding or modifying the processing instructions set out in the Processing Instructions Sheet shall be subject to a separate quotation. Any instruction that is not documented in writing or non-compliant with regulations shall be disregarded.

1.3 The Customer acknowledges that the Provider is limited to following the Customer's documented instructions, subject to informing the Customer in the event of instructions given which do not comply with Regulations. Any request from the Customer to modify the Service that would result in a change to the processing instructions on the Processing Instruction Sheet will be subject to a separate quote. Any

instructions that are not documented in writing or that do not comply with the Regulations will not be taken into account.

1.4 Furthermore, any configuration and/or specific development requested by the Customer for the use of the Services and accepted by the Provider resulting in changes to the instructions shall automatically result in an amendment of the Appendix "Processing instructions sheet". Any subsequent use of the Data by the Customer is at the Customer's own risk, and the Provider cannot be held liable in the event of a breach of the Regulations.

1.5 In the event of a change in the Services requested, resulting or likely to result in a potential change in Provider's status with regard to the Regulations, the Parties undertake to consult each other in order to supervise the relationship and define their respective obligations and responsibilities.

1.6 The Customer acknowledges that the commitments made by the Provider in this Appendix represent sufficient guarantees of Provider's compliance with the Regulations.

1.7 The Customer shall keep a register of all processing operations it shall carry out in its capacity as Data Controller. This register shall contain at least the mandatory information required by the Regulations.

1.8 It shall be the Customer's responsibility to provide the information to the Data Subjects targeted by the processing operations at the time of collection of the PD. At the behest of the Data Controller, the Provider shall assist the Customer in implementing this information obligation. In the latter case, the terms and conditions of the assistance requested by the Customer shall be mutually agreed between the Customer and the Provider.

ARTICLE 2: PROVIDER'S OBLIGATIONS TO THE CUSTOMER

2.1 Act on documented instructions from the Data Controller

1. the Provider hereby agrees to process the Personal Data covered by this Appendix pursuant to the instructions listed in this Subscription Contract Processing Instruction Sheet, unless the Provider is required to process the PD under a mandatory provision derived from Community law or the law of the Member State applicable to the Provider. In this case, the Provider shall promptly notify the Customer, possibly, prior to Processing.

2. Should the Provider consider that an instruction violates the Regulations, the Provider agrees to notify the Customer.

2.2 Guaranteeing the confidentiality of PD.

1. the Provider hereby agrees to guarantee the confidentiality of Personal Data processed in line with this Appendix.

2. the Provider hereby agrees to ensure that persons authorized to process Personal Data pursuant to this Appendix:

3. Agree to observe confidentiality or be bound by an appropriate legal obligation of confidentiality;

4. Receive the necessary sensitization on Personal Data protection.

2.3 Subcontracting

The Provider may call upon another data processor ("Sub-Processor") to carry out specific processing activities. In this case, the Provider shall notify the Customer in writing. The Provider shall be responsible for ensuring that the Sub-Processor presents sufficient guarantees regarding the implementation of appropriate technical and organizational measures, so that the Processing operation meets the requirements of the Regulations.

2.4 Individual rights

1. Insofar as possible reasonably, the Provider shall assist the Customer in fulfilling its obligation to comply with requests to exercise the rights of Data Subjects under the Regulations, namely: right of access, rectification, erasure and opposition, right to limited processing, right to PD portability, right not to be the subject of an automated individual decision (including profiling within the meaning of the Regulations).

2. Where data subjects make requests to the Provider to exercise their rights, the Provider shall email these requests to the person designated by the Data Controller in the Subscription Contract Processing Instruction Sheet or communicated by any other means. The Provider may only respond directly to a Data Subject's request on the basis of documented instructions from the Data Controller.

3. The Customer hereby acknowledges that the aforementioned steps fulfill The Provider's obligation to cooperate with and assist the Customer to ensure that the Processing operation complies with the Regulations. Should additional due diligence be required, the Parties agree to meet and discuss the terms of such additional due diligence in good faith, which terms shall be established by means of an amendment to this Contract.

2.5 Notification of Personal Data breaches

1. A Personal Data breach shall be any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, PD transmitted, stored or otherwise processed.

2. The Provider shall promptly notify the Customer of any Personal Data breach after becoming aware of same in accordance with the procedure laid down by the Data Controller in the Subscription Contract Processing Instruction Sheet, unless the breach in question is not likely to give rise to a risk to the rights and freedoms of natural persons. This notification shall be accompanied by any useful documentation to enable the Data Controller, if necessary, to notify the violation to the competent supervisory authority.

3. The Customer hereby acknowledges that the aforementioned steps fulfill the Provider's obligation to cooperate with and assist the Customer to ensure that the Processing operation complies with the Regulations. Should additional due diligence be required, the Parties agree to meet and discuss the terms of such additional due diligence in good faith, which terms shall be established by means of an amendment to this Contract.

2.6 Impact analyses

1. The Provider shall assist the Data Controller in performing any impact analyses dealing with Data protection that the Data Controller may decide to reasonably perform.

2. The Customer hereby acknowledges that the aforementioned steps fulfill the Provider's obligation to cooperate with and assist the Customer to ensure that the Processing operation complies with the Regulations. Should additional due diligence be required, the Parties agree to meet and discuss the terms of such additional due diligence in good faith, which terms shall be established by means of an amendment to this Contract.

ARTICLE 3: SECURITY AND CONFIDENTIALITY

3.1 GENERIX agrees to implement all appropriate technical and organizational measures and to take all necessary precautions to guarantee a level of security commensurate with the existing risk.

3.2 GENERIX agrees to take all appropriate precautions considering the nature of the Data and the risks involved in Processing, to preserve the security of the Data and prevent any deformation, alteration, damage, accidental or unlawful destruction, loss, disclosure and/or access by unauthorized third parties.

3.3 The measures taken by GENERIX must take into account the most recent technical possibilities and the cost of implementing same, the characteristics of the processing (nature, scope, purpose, etc.) and the risks posed for the rights of Data Subjects. Such measures may include:

1. Data encryption measures;

2. Measures to guarantee the confidentiality, integrity, availability and resistance of the systems and services processing the data, while the processing is in progress;

3. Measures to restore data access and availability as quickly as possible in the event of a hardware or technical incident;

4. Procedures for assessing and testing the effectiveness of technical and organizational measures.

3.4 The Customer hereby acknowledges that the aforementioned steps fulfill GENERIX's obligation to cooperate with and assist the Customer to ensure that the Processing operation complies with the Regulations. Should additional due diligence be required, the Parties agree to meet and discuss the terms of such additional due diligence in good faith, which terms shall be established by means of an amendment to this Contract.

ARTICLE 4: RETURNING OR DELETING PERSONAL DATA

At the end of the Contract and at the Customer's behest, GENERIX shall either return all Personal Data processed or delete same and certify to the Customer in writing that the deletion has been performed, subject to and within the limits of the legal and regulatory retention obligations binding on the Service Provider.

ARTICLE 5: AUDIT

5.1 If it so wishes and within the limit of one (1) time yearly, the Customer shall carry out, at its own expense, an audit on GENERIX's premises, directly or indirectly via any independent third party that is a competitor of GENERIX, in order to ensure compliance with the protective measures taken for PD processed under the Contract.

5.2 Should the Customer wish to call upon a third party to carry out the audit, the Customer expressly agrees to have said third party sign a confidentiality agreement and to guarantee compliance with its terms.

5.3 The Customer shall give GENERIX at least forty-five (45) calendar days' notice of any request for an audit operation, the date of the audit and the name of any third party responsible for the audit. GENERIX may reject the audit firm and the persons appointed to carry out the audit, if the Customer's proposal reveals a conflict of interest and/or if the audit firm is a competitor of GENERIX. In case of refusal, GENERIX must give notice within eight (8) calendar days of notification of the audit by the Customer or by an audit firm responsible for carrying out same (the Auditor) under the conditions outlined herein.

5.4 The terms and conditions for carrying out the audit shall be established in a prior agreement signed by the Parties, which will include inter alia the following provisions:

- The audit schedule, on the understanding that the audit may only take place on working days and during working hours;
- The parties involved;
- The credentials of the audit firm and the auditor, ion the understanding that the audit firm and the auditor must be ISO 27 001 certified;
- How the audit report will be communicated to GENERIX.

5.5 GENERIX shall cooperate in good faith with the auditor and provide any information, documents or explanations required to carry out the audit. GENERIX shall notify the access procedures to the Customer, who must comply with same. Logical connections to access Customer data shall be made by GENERIX at the Auditor's request and, where necessary, in the presence of the Auditor.

5.6 GENERIX shall pay for the time spent by its employees for the purposes of the audit, up to a limit of one (1) day per year. Beyond that, the audit shall be invoiced at €3,000 (three thousand euros) excluding tax per working day of audit.

5.7 The audit report shall be sent free of charge to GENERIX by the auditors or by the Customer, within a period specified in the audit agreement, so that, within twenty (20) working days following the date it is sent, GENERIX can make any observations or objections by registered letter with acknowledgment of receipt to the auditor and to the Customer. This audit report shall be confidential pursuant to the provisions of the "Confidentiality" article of the Contract.

5.8 Should the audit report reveal a serious breach of an essential PD obligation, directly and exclusively ascribable to GENERIX, the latter expressly agrees to take, at its own expense, all necessary corrective measures in order to comply with the Contract.