

allDNA Data Protection Policy

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allDNA Limited (Vendor) is providing business-to-business services to professional third parties (Companies, Company) in the area of research and development, genetic data interpretation and other services. This policy defines relationship with third parties in the area of data protection.

Company tenders to purchase services from Vendor (hereinafter referred to as the "Assignment");

- (a) In the execution of the Assignment, Vendor might process (personal) data of the Company (hereinafter referred to as: the "Data") as described in the applicable privacy legislation (hereinafter referred to as: the "Privacy Legislation"), including in any case, but not limited to the use, collection, transfer, provision and distribution of the Data (hereinafter referred to as: the "Data Processing");
- (b) The Company is the controller of the Data within the meaning of the Privacy Legislation;
- (c) Vendor will be considered as the processor of the Data within the meaning of the Privacy Legislation;
- (d) The Parties to this agreement (hereinafter referred to as: the "Agreement") wish to make further arrangements with regard to the acts that Vendor will perform as processor of the Data in the execution of the Assignment.

1. Definitions

- 1.1. "**Controller**" has the same meaning under the Data Protection Laws.
- 1.2. "**Data Protection Laws**" means all applicable laws governing the protection of Personal Data including, but not limited to, the Data Protection and Digital Information (No. 2) Bill ("**UK GDPR**" or "**GDPR**") and all other laws implementing or supplementing the Bill.
- 1.3. "**Data Subject**" means an End User, to whom Personal Data relates.
- 1.4. "**DPA**" means this data processing agreement.
- 1.5. "**Personal Data**" means any information relating to an identified or identifiable individual. "Anonymized Data" means that data is de-personalized and that is not specifically attributed by the Company to a particular individual.
- 1.6. "**Processing**" means processing of Personal Data as defined under the Data Protection Laws, including the storage, amendment, transfer, blocking or erasure of personal data by the Vendor acting on behalf of the Company.
- 1.7. "**Processor**" has the same meaning under the Data Protection Laws.
- 1.8. "**Instruction**" means the written instruction, issued by the Company to the Vendor, and directing the same to perform a specific action with regard to Personal Data (including, but not limited to, de-personalizing, blocking, deletion, making available). Instructions shall initially be specified in this DPA and may, from time to time thereafter, be amended, amplified or replaced by Vendor in separate written instructions (individual instructions).
- 1.9. "**Personal Data Breach**" a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 1.10. "**Standard Contractual Clauses**", "**SCC**" – the latest version of the standard data protection clauses adopted by UK legislation.
- 1.11. A reference to writing or written includes email.
- 1.12. In the case of conflict or ambiguity between:
 - any provision contained in the body of this DPA and any provision contained in other agreements, the provision in the body of this DPA will prevail;
 - any of the provisions of this DPA and any executed SCC, the provisions of the executed SCC will prevail.

The parties agree to follow below:

2 The Object

- (a) The Company will only provide Vendor access to the anonymized (de-personalized) Data in connection with the Assignment. Vendor will process the Data insofar as necessary only in connection with the Assignment. Certain parts of the data may be used by Vendor for research purposes (improving interpretation services).
- (b) The Parties to this agreement (hereinafter referred to as: the "Agreement") wish to make further arrangements with regard to the acts that Vendor will perform as processor of the Data in the execution of the Assignment.

3 Data Processing

- (a) In the processing of the Data in connection with the Assignment, Vendor shall act in accordance with the applicable legislation and regulations, including the Privacy Legislation.
- (b) Vendor shall only process the Data on instruction of the Company (Orders), subject to statutory duties to the contrary.
- (c) Vendor shall only process the Data for the Company, in accordance with the Company's instructions and under Company's responsibility.
- (d) Vendor may retain all or part of the Data for research purposes and remains responsible for its compliance with its obligations under the applicable Data Protection Laws, including providing any required notices and obtaining any required consents for the lawful collection and processing of Personal Data made available to or otherwise transferred to the Company.
- (e) Vendor shall only use the Data for the purpose described in article 2 of this Agreement.
- (f) Company shall collect, process and use Personal Data in line with its own set of Policies and data protection laws and regulations within its markets of operations.
- (g) Company shall keep the Personal Data confidential and shall ensure the reliability of its employees who have access to the Personal Data.
- (h) The Parties have agreed to adhere to respective Privacy policies.

4 Engagement of third parties

- (a) Vendor may only engage a third party as sub-processor with the prior written permission of the Company.
- (b) Furthermore, Vendor must agree on identical provisions regarding the Data Processing as included in this Agreement with the sub-processor to be engaged, with the provision that in the event of the right to perform an Audit, the Company will perform this Audit directly at the sub-processor.

5 Duty of confidentiality

- (a) Persons in the employment of or working for Vendor, as well as Vendor itself, are obliged to preserve the confidentiality of the Data that may come to their attention, in accordance with the Privacy Legislation.
- (b) At the explicit request of the Company, Vendor will ensure that the persons mentioned above also sign a non-disclosure agreement provided by the Company.

6 Incident reporting and duty to provide information.

- (a) Vendor is obliged to immediately notify the Company in the event of an incident with regard to the Data, whether it concerns a data breach or not (a data breach is defined as: a breach of security, loss or unlawful processing of the Data) and to render proper support in the event of such an incident.

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- (b) If one Party to this Agreement fails to comply with the applicable legislation or regulations or with the (security) requirements stipulated between the Parties in this Agreement, this non-complying party will indemnify the other party for all loss and/or damage arising therefrom (including any penalties imposed by regulatory authorities) and/or claims of third parties that are related hereto.
 - (c) Vendor shall provide the Company with all necessary information and give the Company its full cooperation in order to facilitate proper compliance with the Privacy Legislation or other relevant legislation and regulations or court order or access required by law. The information provided will be treated in confidence.
 - (d) If Vendor must provide data pursuant to a statutory duty, Vendor will immediately inform the Company about it, where possible prior to the provision of the data.
 - (e) Vendor shall render proper support to the Company in any requests from data subjects as referred to in the Privacy Legislation (such as the right of access to, correction, erasure or transfer of the Data) and, if necessary, after the approval of the Company properly inform the data subject on behalf of the Company about the processing of Data, as well as render support in the carrying-out of Data Protection Impact Assessments (DPIAs).

7 International transfer of Data

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- (a) Vendor is authorised to process Personal Data itself as well as including its engagement of Sub-processors in accordance with this DPA outside the country in which the Company is located and/or operating according to agreed list of Territories.
 - (b) If Vendor cannot or can no longer guarantee an adequate level of protection or does not agree to the latest version of the Standard Contractual Clauses, Vendor shall immediately inform the Company hereof. In that case, the Company is not allowed to supply and process the Data and Parties will consult each other.

8 Security measures

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- (a) Vendor shall see to adequate technical and organizational measures to protect Data against loss or any form of unlawful processing. Taking into account the state of the art and the costs of the implementation, these measures will guarantee an adequate level of protection having regard to the risks associated to the processing and the nature of the data to be protected.
 - (b) Vendor shall inform the Company prior to the execution of the Assignment about the measures taken and to be taken by Vendor. Vendor shall inform the Company in any case every six months, and should the Company require this, every month about the effectiveness of the measures taken and/or to be taken and any irregularities, with the exception of specific serious incidents, in which case Vendor shall immediately inform the Company. If the Company is of the opinion that the measures taken and/or to be taken are not appropriate, Vendor will review the measures.
 - (c) The Parties may agree on further arrangements with regard to the security measures.

9 Audit

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- (a) The Company is entitled at all times to (cause to) audit the processing of Data (hereinafter referred to as: "Audit"). The Company will inform Vendor within a reasonable time (ten working days) prior to an Audit that it wants to perform an Audit. Vendor and each sub-processor shall grant The Company, a third party engaged by The Company or a competent authority access to its relevant offices, systems and administration. Vendor and its sub-processors undertake to provide any necessary assistance to The Company, the third party engaged by The Company or the competent authority, provided that this assistance does not have an unreasonable disruptive effect on the normal business operations of Vendor or its sub-processors. Vendor undertakes to provide The Company, the third party engaged

by The Company or the competent authority with the required information within a reasonable period of time to be determined by The Company.

- (b) The costs of the Audit for The Company and the third party engaged by it as well as the reasonable costs of Vendor will be at the expense of The Company.

10 Destruction/return of Data

In the event of termination of this Agreement, completion of the Assignment or at the request of The Company, Vendor will immediately destroy provided batched data files at the request of The Company in accordance with the instructions to be given by The Company, with exclusion of anonymized data used by the Vendor for research purposes.

11 Term and termination

- (a) This Agreement will take effect on the same date on which Vendor has started with the activities that form a part of the Assignment.

12 Liability and Indemnity

- (a) Irrespective of the division of liability determined elsewhere between the Parties, Parties are liable for the damage that the other party suffers as a result of a shortcoming attributable to the non-complying party (or for the Vendor its engaged sub-processor) under this Processor Agreement, expressly including damage as a result of any fines imposed on The Company by Supervisory Authorities.
- (b) Parties indemnify each other against all claims from third parties that are related, directly or indirectly, to the attributable failure to, not timely or properly fulfilling the obligations of the non-complying party and / or its sub-processor under this Processor Agreement.

13 Applicable law; competent court

Any dispute that may arise by reason of or in relation to this Agreement, regardless its background, will exclusively be submitted to the competent court of England and Wales.