



Data Processing Agreement

1 Purpose

This agreement sets out how Akunah will protect, store and secure the Personal Information, including any sensitive medical information, which We receive from You when providing the Services.

Akunah has adopted the Applicable European Data Protection Laws, which includes the EU General Data Protection Regulation EU/2016/679, as those laws are the strongest privacy laws enacted globally. Those laws exceed the privacy laws enacted by Australia, the United States and other countries.

Akunah has adopted that approach as the confidentiality and security of your Personal Information is of paramount importance when using the Services.

Unless otherwise stated in Your Services Agreement, this version of the Data Processing Agreement will be effective and remain in force for the term of Your Services Agreement.

This version of the Data Processing Agreement is subject to the additional terms of the European DPA Addendum which is set out in Annexure A and Akunah's Processor Code (which is otherwise known as "Akunah's Privacy Policy").

Please note the defined terms which are used in this agreement have the meaning set out in Your Service Agreement and clause 11 below.

2 Responsibility for Processing of Personal Information and Your instructions

2.1 Responsibilities

You are a Controller and Akunah is a Processor for the Processing of Personal Information as part of the provision of the Services. Each party is responsible for compliance with its respective obligations under Applicable Data Protection Law at their own expense.

2.2 Purpose

Akunah will Process Personal Information solely for the purpose of providing the Services in accordance with the Services Agreement and this Data Processing Agreement.

2.3 Additional instructions

In addition to Your reasonable instructions incorporated into the Services Agreement, You may provide additional instructions in writing to Akunah with regard to Processing of Personal Information in accordance with Applicable Data Protection Law.

Akunah will promptly comply with all such instructions to the extent necessary for Akunah to:

- (a) comply with its Processor obligations under Applicable Data Protection Law; or
- (b) assist You to comply with Your Controller obligations under Applicable Data Protection Law relevant to Your use of the Services.

If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.4 Compliance costs

Akunah will follow Your reasonable instructions at no additional cost to You and within the timeframes reasonably necessary for You to comply with your obligations under Applicable Data Protection Law. To the extent Akunah expects to incur additional charges or fees not covered by the fees for Services payable under the Services Agreement, such as additional license or third-party contractor fees, then it will promptly inform You thereof upon receiving Your instructions. Without prejudice to Akunah's obligation to comply with Your reasonable instructions, the parties will then negotiate in good faith with respect to any such charges or fees.

3 Privacy Inquiries and Requests from Individuals

3.1 Requests received by You

If You receive a request or inquiry from an Individual related to their Personal Information processed by Akunah for the provision of Services, then You can either:

- (a) securely access Your Services environment that holds Personal Information to address the request; or
- (b) send Us an email with detailed instructions on how to assist You with that request.

3.2 Requests received by Us

If Akunah receives any requests or inquiries from Individuals that have identified You as the Controller, then it will:

- (a) promptly pass on such requests to You without responding to the Individual; or
- (b) advise the Individual to identify and contact the relevant controllers.

4 Akunah Affiliates and Third Party Subprocessors

If Akunah engages Third Party Subprocessors and/or its Affiliates to Process Personal Information, such entities shall be subject to the same level of data protection and security as Akunah under the terms of the Services Agreement. Akunah is responsible for the performance of the Third Party Subprocessors' or its Affiliates' obligations in compliance with the terms of this Data Processing Agreement and Applicable Data Protection Law.

5 Cross-border data transfers

5.1 Permitted transfers

Without prejudice to any applicable regional data center restrictions for hosted Services specified in Your Services Agreement, Akunah may Process Personal Information globally as necessary to perform the Services.

5.2 Protections

If such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under the Applicable Data Protection Law, then such transfers will be subject to:

- (a) for transfer to Akunah's Affiliates, the terms of the Akunah Intra-Company Data Transfer and Mandate Agreement which requires all transfers of Personal Information to be made in compliance with Applicable Data Protection Laws and all applicable Akunah security and data privacy policies and standards globally; and
- (b) for transfers to Third Party Subprocessors, security and data privacy requirements

consistent with the relevant requirements of this Data Processing Agreement and the Applicable Data Protection Laws.

6 Security and confidentiality

6.1 Security measures

Akunah has implemented and will maintain appropriate technical and organisational security measures for the Processing of Personal Information designed to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Information. Those security measures govern all areas of security applicable to the Services, including physical access, system access, data access, transmission and encryption, input, data backup, data segregation and security oversight, enforcement and other security controls and measures. Additional details regarding the specific security measures that apply to the Services You have ordered are set out in the relevant security practices for these Services are set out at <https://akunah.com/termservices>.

6.2 Confidentiality arrangements

All Akunah and its Affiliates' employees, as well as any Third Party Subprocessors that Process Personal Information, are subject to appropriate written confidentiality arrangements, including confidentiality agreements, regular training on information protection, and compliance with Akunah policies concerning protection of confidential information.

7 Audit rights

7.1 Your audit right

You may audit Akunah's compliance with its obligations under this Data Processing Agreement up to once per year. In addition, to the extent required by Applicable Data Protection Law, You or Your Regulator may perform more frequent audits provided you reimburse us for any reasonable costs we incur in assisting you with that additional audit.

7.2 Use of an external auditor

If a third party is to conduct the audit, then that third party must be mutually agreed to by You and Akunah (except if such third party is a Regulator). Akunah will not unreasonably withhold its consent to a third party auditor requested by You. The third party must execute a written confidentiality agreement acceptable to Akunah or otherwise be bound by a statutory or legal confidentiality obligation.

7.3 Making an audit request

To request an audit, You must submit a detailed proposed audit plan to Akunah at least four weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Akunah will review the proposed audit plan and provide You with any concerns or questions. Akunah will work cooperatively with You to agree on a final audit plan.

7.4 Conduct of audit

The audit must be conducted during regular business hours at the applicable facility, subject to the agreed final audit plan and Akunah's health and safety or other relevant policies, and may not unreasonably interfere with Akunah business activities.

7.5 Provision of audit report

Upon completion of the audit, You will provide Akunah with a copy of the audit report, which is subject to the confidentiality terms of Your Services Agreement. You may use the audit reports only for the purposes of meeting Your regulatory audit requirements and/or confirming

compliance with the requirements of this Data Processing Agreement.

7.6 Responsibility for audit costs

Each party will bear its own costs in relation to the audit, unless Akunah promptly informs you upon reviewing Your audit plan that it expects to incur additional charges or fees in the performance of the audit that are not covered by the fees payable under Your Services Agreement, such as additional license or third party contractor fees. The parties will negotiate in good faith with respect to any such charges or fees.

7.7 Acceptance of findings

Without prejudice to the rights granted in clause 7.1 above, if:

- (a) the requested audit scope is addressed in an audit report required by an Applicable Data Protection Law;
- (b) that report is issued by a qualified third party auditor within the prior twelve months; and
- (c) Akunah provides that report to You confirming there are no known material changes in the controls audited,

then You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report.

8 Incident Management and Breach Notification

8.1 Incident management

Akunah has implemented controls and policies designed to detect and promptly respond to incidents that create suspicion of or indicate destruction, loss, alteration, unauthorised disclosure or access to Personal Information transmitted, stored or otherwise Processed. Akunah will promptly define escalation paths to investigate such incidents in order to confirm if a Personal Information Breach has occurred, and to take reasonable measures designed to identify the root causes of the Personal Information Breach, mitigate any possible adverse effects and prevent a recurrence.

8.2 Breach notification

Akunah will notify you of a confirmed Personal Information Breach without undue delay but at the latest within 24 hours. As information regarding the Personal Information Breach is collected or otherwise reasonably becomes available to Akunah, Akunah will also provide You with:

- (a) a description of the nature and reasonably anticipated consequences of the Personal Information Breach;
- (b) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and
- (c) where possible, information about the types of Personal Information that were the subject of the Personal Information Breach.

You agree to coordinate with Akunah on the content of Your intended public statements or required notices for the affected Individuals and/or notices to the relevant Regulators regarding the Personal Information Breach.

9 Return and Deletion of Personal Information

9.1 Akunah's obligation

Upon termination of the Services, Akunah will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Information on Akunah's systems or Services environments, except as otherwise stated in the Services Agreement.

9.2 Your systems

For Personal Information held on Your systems or environments, or for Services for which no data retrieval functionality is provided by Akunah as part of the Services, You are advised to take appropriate action to back up or otherwise store separately any Personal Information while the production Services environment is still active prior to termination.

10 Legal requirements

10.1 Provision of Personal Information

Akunah may be required by law to provide access to Personal Information, such as to comply with a subpoena or other legal process, or to respond to government requests, including public and government authorities for national security and/or law enforcement purposes.

10.2 Notice of disclosure

Akunah will promptly inform You of requests to provide access to Personal Information, unless otherwise required by law.

11 Amendments

This agreement may be amended by Akunah from time to time to comply with any changes in the Applicable Data Protection Laws provided:

- (a) Akunah gives You written notice of the amendments; and
- (b) those amendment do not materially prejudice your existing rights.

Your continued use of the Services will constitute your acceptance of this amended agreement on and from the date Akunah gives you written notice of the changes.

12 Definitions and Interpretation

12.1 Definitions

In this document, defined terms have the meaning given to them in the Agreement unless set out below:

Affiliates mean the subsidiaries of Akunah that may Process Personal Information as set forth in clause 4.

Agreement means the Services Agreement between Akunah and You.

Akunah means Akunah or its Affiliate that has executed the Services Agreement.

Akunah Intra-Company Data Transfer and Mandate Agreement means the Akunah Intra-Company Data Transfer and Mandate Agreement for Customer Services Personal Information entered into between Akunah and its Affiliates.

Akunah Processor Code means Akunah's Privacy Code for Processing Personal Information of Customer Individuals that are referred to in the European DPA Addendum.

Applicable Data Protection Law means all data privacy or data protection laws or regulations globally that apply to the Processing of Personal Information under this Data Processing Agreement, which may include Applicable European Data Protection Law.

Applicable European Data Protection Law means:

- (a) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement, as well as amended from time to time;
- (b) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended from time to time; and
- (c) the UK Data Protection Act 2018, as amended from time to time.

Controller has the meaning given to it by the Applicable European Data Protection Law.

Data Subjects has the meaning given to it by the Applicable European Data Protection Law.

Europe means for the purposes of this Data Processing Agreement:

- (a) the European Economic Area, consisting of the EU Member States, Iceland, Lichtenstein and Norway;
- (b) Switzerland; and
- (c) the United Kingdom notwithstanding that it withdrew from the European Union.

Individual has the same meaning as the term “data subject” or the equivalent term under the Applicable Data Protection Law.

Process/Processing, Controller, Processor and Binding Corporate Rules (or the equivalent terms) have the meaning set forth under Applicable Data Protection Law.

Personal Information shall have the same meaning as the term “personal data”, “personally identifiable information (PII)” or the equivalent term under Applicable Data Protection Law.

Personal Information Breach means a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed on Akunah systems or the Services environment that compromises the security, confidentiality or integrity of such Personal Information.

Regulator shall have the same meaning as the term “supervisory authority”, “data protection authority” or the equivalent term under Applicable Data Protection Law.

Services or the equivalent terms “Service Offerings” or “services” means the services specified in the Services Agreement.

Services Agreement means:

- (a) the applicable order for the Services you have purchased from Akunah;
- (b) the applicable master agreement referenced in the applicable order; and
- (d) the Service Specifications.

Third Party Subprocessor means a third party, other than an Affiliate, which Akunah subcontracts with and which may Process Personal Information as set forth in clause 4.

You means the customer entity that has executed the Services Agreement.

12.2 Interpretation

In this document:

- (a) singular includes plural and conversely;
- (b) headings are used for convenience only and do not affect interpretation of this document;
- (c) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (d) references to clauses, schedules, or annexures refer to clauses, schedules or annexures of this document; and
- (e) the words “including”, “for example” or similar expressions are not words of limitation.

Annexure A
European Data Processing Addendum
(the European DPA Addendum)

This European DPA Addendum supplements the Data Processing Agreement to include additional Processor terms applicable to the Processing of Personal Information subject to Applicable European Data Protection Law.

Inconsistency between documents

Except as stated otherwise in the Data Processing Agreement, the Services Agreement, this European DPA Addendum or the Akunah Processor Code, in the event of any conflict between these documents, the following order of precedence applies (in descending order):

- (a) the Akunah Processor Code;
- (b) this European DPA Addendum;
- (c) the body of the Data Processing Agreement; and
- (d) the Services Agreement.

1 Cross-Border Data Transfers – Akunah Processor Code

1.1 Application

The Akunah Processor Code (Binding Corporate Rules for Processors) applies to the Processing of Personal Information by Akunah on Your behalf in its role as a Processor as part of the provision of Services under the Services Agreement and this European DPA Addendum, where such Personal Information is:

- (a) subject to any data transfer restrictions under Applicable European Data Protection Law; and
- (b) processed by Akunah or an Affiliate in a country outside Europe.

1.2 Latest version

The most current version of the Akunah Processor Code is available on <https://akunah.com/termsofservices>, and is incorporated by reference into the Services Agreement and this European DPA Addendum.

1.3 Third Party Subprocessors

Transfers to Third Party Subprocessors shall be subject to security and data privacy requirements consistent with the Akunah Processor Code, the Data Processing Agreement and the Services Agreement.

2 Description of Processing

2.1 Duration of processing activities

Akunah may Process Personal Information during the term of the Services Agreement and to perform its obligations under clause 9 of the Data Processing Agreement, unless otherwise required by applicable law.

2.2 Processing activities

Akunah may Process Personal Information as necessary to perform the Services, including where applicable for:

- (a) hosting and storage;
- (b) backup and disaster recovery;
- (c) service change management;
- (d) issue resolution;
- (e) applying new product or system versions, patches, updates and upgrades;
- (f) monitoring and testing system use and performance;
- (g) IT security purposes including incident management;
- (h) maintenance and performance of technical support systems and IT infrastructure; and
- (i) migration, implementation, configuration and performance testing.

2.3 Categories of Personal Information

In order to perform the Services and depending on the Services You have ordered, Akunah may Process some or all of the following categories of Personal Information:

- (a) personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords;
- (b) information concerning health, lifestyle and social circumstances including age, date of birth, medical conditions, medical history, marital status, number of children and names of spouse and/or children;
- (c) financial, social security and medical insurance details;
- (d) goods and services provided;
- (e) unique IDs collected from mobile devices, network carriers or data providers;
- (f) IP addresses and online behavior and interest data; and
- (g) any other information which is necessary or relevant to the Services which We provide to You.

2.4 Categories of Data Subjects

Categories of Data Subjects whose Personal Information may be Processed in order to perform the Services may include, among others, Your patients, clients, customers, officers, employees, representatives, agents, contractors, consultants, partners and suppliers.

2.5 Additional descriptions

Additional or more specific descriptions of Processing activities, categories of Personal Information and Data Subjects may be described in the Services Agreement.

3 Your Instructions

3.1 Your right

Your right to provide instructions to Akunah as specified in clause 2 of the Data Processing Agreement encompasses instructions regarding:

- (a) data transfers as set forth in clause 1 of this European DPA Addendum; and
- (b) assistance with Data Subject requests to access, delete or erase, restrict, rectify, receive and transmit (data portability), block access to or object to Processing of specific Personal Information or sets of Personal Information as described in clause 3 of the Data Processing Agreement.

3.2 Non-complying instruction

To the extent required by the Applicable European Data Protection Law, Akunah will immediately inform You if, in its opinion, Your instruction infringes that law. You acknowledge that Akunah is not responsible for performing legal research and/or for providing legal advice to You.

4 Notice and objection right to our new Affiliates and Third Party Subprocessors

4.1 Your authorisation

Subject to the terms and restrictions specified in this clause 4 of the European DPA Addendum and clause 4 of the Data Processing Agreement, You provide Akunah general written authorisation to engage our Affiliates and Third Party Subprocessors to assist in the performance of the Services.

4.2 Our Affiliates and Third Party Subprocessors

Akunah maintains a list of its Affiliates and Third Party Subprocessors that may Process Personal Information. These lists are available from Us upon giving us a written request.

If You would like to receive notice of any intended changes to these lists of our Affiliates and Third Party Subprocessors, then You can send us a written request and We will provide You notice of intended changes.

4.3 Your objection rights

Within 14 calendar days of Akunah providing such notice to You under clause 4.2 above, You may object to the intended involvement of a Third Party Subprocessor or our Affiliate in the performance of the Services, providing objective justifiable grounds related to the ability of such Third Party Subprocessor or our Affiliate to adequately protect Personal Information in

accordance with the Data Processing Agreement or Applicable European Data Protection Law in writing.

We will work together in good faith to find a mutually acceptable resolution to address such objection including, but not limited, to:

- (a) reviewing additional documentation supporting the Third Party Subprocessor's or our Affiliate's compliance with the Data Processing Agreement or Applicable European Data Protection Law; or
- (b) delivering the Services without the involvement of such Third Party Subprocessor.

If we do not reach a mutually acceptable resolution within a reasonable timeframe, You shall have the right to terminate the relevant Services:

- (a) upon serving 30 days' prior written notice;
- (b) without liability to You or Akunah; and
- (c) without relieving You from Your payment obligations under the Services Agreement up to the date of termination.

If the termination in accordance with this clause 4.3 only pertains to a portion of Services under an order, then You will enter into an amendment or replacement order to reflect such partial termination.

5 Information and Assistance

5.1 Hosted Services

For hosted Services, Your audit rights under clause 7 of the Data Processing Agreement include the right to conduct inspections of the applicable Services data centre facility that hosts Personal Information during business hours and with reasonable prior written notice to Us.

5.2 Audit of Third Party Subprocessors

In addition to clause 5.1 above, You may request that Akunah audit a Third Party Subprocessor or provide confirmation that such an audit has occurred (or, where available, obtain or assist You in obtaining a third-party audit report concerning the Third Party Subprocessor's operations) to verify compliance with the Third Party Subprocessor's obligations provided you bear our reasonable expenses in doing so. You will also be entitled, upon written request, to receive copies of the relevant privacy and security terms of Akunah's agreement with any Third Party Subprocessors and our Affiliates that may Process Personal Information.

5.3 Reasonable assistance

Akunah provides You with information and assistance that is necessary for You to conduct Your data protection impact assessments or consult with Your Regulators, by granting You reasonable electronic access to a record of Processing activities and any available privacy and security functionality guides for the Services. That information is available upon giving us a written request.