

This Processor Agreement is an agreement between the user of the Apps and Services (hereafter: '**Controller**') and Siilo Holding B.V., a company incorporated under the laws of the Netherlands, having its office at Keizersgracht 585, 1072 DR Amsterdam, The Netherlands, or any of its subsidiaries (hereafter: '**Processor**'), and effective as from 24 May 2018.

CONSIDERATIONS:

- a. Controller is either himself or herself user of the Apps and Services or one or more users of the Apps and Services belong to Controller's organization.
- b. Controller and Processor concluded a License Agreement (hereafter: '**LA**') regarding the use of the Apps and Services.
- c. In the context of the LA Processor processes personal data for which Controller is controller and Processor is processor within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679) (hereafter: '**GDPR**').
- d. Processing by Processor is limited to sending of Personal Data between the devices of users of the Apps and Services or (temporarily) storing it on servers of Processor.
- e. Having regard to the provisions in article 28 GDPR, Controller and Processor want to define the terms under which the personal data will be processed.

AGREEMENT:

1. Definitions

- 1.1. In the Processor Agreement the definitions of the LA apply. In addition, the following words shall have the meaning as defined in art. 4 GDPR: Controller, Supervisory Authority, Data Subject, Personal Data, Personal Data Breach, Processing, Processor, Third Party. In addition, the following definitions apply:

Apps: the software, provided by Processor and/ or its group companies, installed on the device(s) of Controller or of its employees and other persons that belong to Controller's organization, or which is remotely accessible through a browser connected to the internet which Controller or persons that belong to Controller's organization purchases, uses or intends to

use under the LA;

Processor Agreement: this Processor Agreement;

Services: all services made available by Processor and its respective group companies, including but not limited to, services accessed through the Apps and storage of user generated content on Processor's servers or on those of its respective group companies;

Subprocessor: the party engaged as processor by Processor for the Processing of Personal Data under this Processor Agreement and the LA.

2. Subject and instruction

- 2.1. This Processor Agreement is entered into with the conclusion of the LA between Parties.
- 2.2. Controller hereby instructs Processor to Process Personal Data in the context of the LA.
- 2.3. To avoid misunderstanding: Personal Data stored on the devices of Controller or a third party is under the control of Controller or such third party and is not part (or, as the case may be, is not part anymore) of the Processing by Processor even in the event such Personal Data have been transferred through the Apps or is stored in the Apps.
- 2.4. It is the Controller's responsibility that Personal Data is only shared with other users of the Apps and Services that are also authorized Controllers of the Personal Data.
- 2.5. The types of Personal Data to be Processed and the categories of Data Subjects involved are described in Annex I to this Processor Agreement.
- 2.6. Controller has and maintains full control over the Personal Data. This is self-evident if such data are stored on the users' devices. Also when the data are stored by Processor, Controller has full control over all of his data.
- 2.7. Processor Processes the Personal Data in a proper manner and with due care.
- 2.8. Processor will Process the Personal Data only in accordance with Controller's instructions, in compliance with the nature and purpose of the Processing determined by Controller and in accordance with retention periods determined by Controller, as set out in Annex I to this Processor Agreement. If Processor is required by law to

Processor Agreement

Process Personal Data, Processor shall inform Controller of that legal requirement before Processing, unless the law prohibits such information on important grounds of public interest.

- 2.9. Controller warrants that his instructions to Processor lead to Processing by Processor in compliance with all applicable laws and regulations.
- 2.10. This Processing Agreement does not apply to Personal Data of Controller (e.g. contact information, e-mail address, phone numbers, bank accounts, credit information etc.) that Processor and its group companies process as controller.
- 2.11. In the event of users that belong to Controller's organization, this Data Processing agreement also applies to the Personal Data of such users with the exception of such Personal Data that Processor and its group companies need to determine any fee, to conclude and execute LA's and Service Level Agreements (if any) and/or any other agreement between the parties, to defend itself in any legal proceedings and in as far such processing is required under the applicable law. For such Personal Data Processor shall be controller.

3. Personal Data Breach

- 3.1. Processor shall immediately inform Controller of any established Personal Data Breach.
- 3.2. Processor will of his own accord provide Controller with all information concerning any Personal Data Breach, including the nature of the Personal Data involved, the amount of Personal Data and the number of Data Subjects involved, and the measures taken.
- 3.3. Processor shall assist Controller in ensuring Controller's compliance with the obligations pursuant to article 33 GDPR (Notification of a personal data breach to the supervisory authority) and article 34 GDPR (Communication of a personal data breach to the data subject), taking into account the nature of Processing and the information available to the Processor. It is up to Controller to determine whether a Personal Data Breach is shall be notified to the Supervisory Authority or communicated to the Data Subject(s) by Controller.

4. Confidentiality

- 4.1. All Personal Data stored on and transferred by the Apps and the Services is end-to-end encrypted and non-readable for Processor.
- 4.2. Processor shall ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Processor shall ensure that Personal Data is not directly or indirectly (made) available to Third Parties. Third Parties include staff of Processor in as far as such staff does not need to access Personal Data in the context of this Processor Agreement. The above does not apply if this Processor Agreement dictates otherwise, or in case of disclosure mandated by law or court ruling.
- 4.3. Processor will notify Controller immediately of any request for inspection, provision or other form of enquiry and provision of Personal Data in breach of the confidentiality obligations contained in this article.

5. Security and control

- 5.1. Processor shall take all appropriate technical and organizational measures pursuant to article 32 GDPR (Security of processing).
- 5.2. Processor shall assist Controller in ensuring his, Controller's, compliance with the obligations pursuant to article 32 (Security of processing), article 35 GDPR (Data protection impact assessment) and article 36 GDPR (Prior consultation), taking into account the nature of Processing and the information available to the Processor.
- 5.3. Controller shall at all times have the right, in consultation with Processor and subject to a reasonable period of time, at Controller's own expense, to have the technical and organizational security measures by Processor verified by an independent registered EDP auditor. Parties may determine by agreement that the audit is performed by a certified and independent auditor hired by Processor who will issue a third party statement. Controller will be informed of the outcome of the audit. Controller and Processor shall keep all results of audits based on this article 5.3 strictly confidential.

6. Rights of data subjects

- 6.1. Taking into account the nature of the Processing, Processor shall assist Controller by appropriate technical

and organisational measures, insofar as this is possible, for the fulfilment of Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in articles 12 to 23 GDPR (Rights of the data subject). Parties will discuss in good faith the reasonable allocation of the costs involved

- 6.2. Any complaint or request from a Data Subject regarding the Processing of Personal Data is forwarded without delay by Processor to Controller. Controller is responsible for handling the request.

7. Subprocessors

- 7.1. Processor is entitled to engage Subprocessors. Processor will provide Controller with a list of all Subprocessors when requested. Processor shall inform Controller of any intended changes concerning the addition or replacement of Subprocessors. Controller has the right to object on reasonable grounds to such changes. In the event Controller does object to such changes, Processor may terminate the LA without becoming liable in any way towards Controller. The group companies of Processor that provide (part) of the Services are deemed to belong to Processor's organization. In as far Processor or a Supervisory Authority shall conclude that such group companies are subprocessors, Controller hereby approves to all subprocessing by Processor's current group companies and by any future group company over which Processor holds control.
- 7.2. When Processor engages a Subprocessor for carrying out specific Processing on behalf of Controller, the same data protection obligations as set out in this Processor Agreement shall be imposed on that Subprocessor by way of an agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the GDPR.
- 7.3. Processor shall require each Subprocessor by contract not to Process Personal Data outside the context of this Processor Agreement.

8. Processing outside the EEA

- 8.1. Parties shall ensure that, to the extent that Personal Data are processed outside the European Economic

Area, such Processing shall conform to the requirements of the GDPR.

9. Retention and destruction of personal data

- 9.1. Controller has the option to delete or export such (Personal) Data on or from its devices and account. Processor's systems will, following a delete action by Controller using the Apps or Services, delete all (Personal) Data that is still stored on Controller's systems, save for any customary retention or backup periods that Processor applies. Personal Data sent to other users of the apps are under the control of those users and are not part of any deletion such as described above.
- 9.2. Controller shall establish all retention periods and ensure that they are observed by deleting the respective Personal Data.
- 9.3. After the Processor Agreement ends, Processor will take all necessary actions to delete all Personal Data from its systems within fifteen days, save for any customary retention or backup periods that Processor applies, and will ensure that all the associated Personal Data processed by its Subprocessors shall be destroyed except if further storage of Personal Data is required by law.

10. Liability

- 10.1. Processor shall only be liable under this Processor Agreement as detailed in the LA. The limitation of liability under the LA applies to Processor's liability hereunder too. Regarding each event or events that may give rise to any liability of Processor hereunder, the maximum amount for which Processor shall be liable, together with the maximum amount for which Processor shall be liable under the LA together with the maximum amount for which Processor shall be liable for any other reason (e.g. an unlawful act), shall never exceed the maximum amount or amounts for which Processor shall be liable under the LA.

11. Other

- 11.1. Processor is entitled to change and amend this Processor Agreement to reflect e.g. developments in jurisprudence, changed regulations, best practices published by the Supervisory Authorities and the like. Processor

shall inform Controller of such changes and amendments before such new version becomes effective. In the event such new version shall materially negatively affect Controller's position, Controller shall be entitled to refuse the new version. In that event the LA between Controller and Processor shall end.

- 11.2. This Processor Agreement remains in force as long as the LA is in force between Parties and ends when the LA ends. The provisions of this Processor Agreement remain in force to the extent necessary for the settlement of the Processor Agreement, and insofar as they are intended to survive its termination. These include, without limitation, the provisions relating to confidentiality and conflicts.
- 11.3. This Processor Agreement is not transferable by either Party without the written consent of the other Party. However, no consent is required in case of transfer by Processor to a subsidiary or sister company of Processor.
- 11.4. This Processor Agreement supersedes all other agreements between Controller and Processor.
- 11.5. This Processor Agreement is governed exclusively by Dutch law.
- 11.6. Parties will exclusively submit their disputes related to this Processor Agreement to the relevant court in Amsterdam.

Annex I.

The following types of Personal Data may be Processed:

- All Personal Data, including sensible and special categories of Personal Data which can be shared between devices using the Apps and the Services
- All account information stored by Controller on the servers of Processor, such as name, contact details, employer, function etc.

The following categories of Data Subjects are involved:

- Patients
- Persons that are either the data controller or belong to the Data Controller's organization.

The nature and purposes of the Processing:

The processing consists of the encrypted sending and storing of Personal Data uploaded to and sent by or on behalf of Controller or users that belong to Controller's organization through the Apps and Services to other users. The Controller shall delete the Personal Data not needed anymore and enforce the applicable retention periods.