

DATA PROCESSING TERMS

IMPORTANT NOTICE! These Data Processing Terms (“Terms”) apply solely to Coloplast’s Partnership Agreements. For the avoidance of doubt, the reference to “Partner” in these Terms corresponds to the definition of Partner in the correlating Partnership Agreement (“Agreement”). Coloplast Ltd., Nene Hall, Lynchwood Park, Peterborough Business Park, Peterborough, Cambridgeshire, PE2 6FX (“Coloplast”) and the Partner (collectively referred to as the “Parties” and separately as a “Party”) agree to be bound by these Terms and agree that these Terms form an integral part of the Agreement.

§ 1 Scope

- (1) Coloplast acts as a data processor for Partner, as Coloplast processes personal data for Partner as set out in Appendix 1.
- (2) The personal data to be processed by Coloplast concerns the categories of data, the categories of data subjects and the purposes of the processing set out in Appendix 1.
- (3) “Personal data” means any information relating to an identified or identifiable natural person, see article 4(1) UK GDPR.

§ 2 Processing of personal data

- (1) Instructions: Coloplast is instructed to process the personal data only for the purposes of providing the data processing services set out in Appendix 1. Coloplast may not process or use Partner’s personal data for any other purpose than provided in the instructions, including the transfer of personal data to any third country or an international organisation, unless Coloplast is required to do so according to applicable law. In that case, Coloplast will inform Partner in writing of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- (2) If the Partner in the instructions in Appendix 1 or otherwise has given permission to a transfer of personal data to a third country or to international organisations, Coloplast will ensure that there is a legal basis for the transfer, e.g. the EU Commission’s Standard Contractual clauses for the transfer of personal data to third countries.
- (3) If Coloplast considers an instruction from the Partner to be in violation of the UK GDPR, or other applicable data protection provisions, Coloplast will immediately inform the Partner in writing about this.

§ 3 Coloplast’s general obligations

- (1) Coloplast will ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate obligation of confidentiality.
- (2) Coloplast will implement and maintain appropriate technical and organisational measures to prevent that the personal data processed is:
 - a. accidentally or unlawfully destroyed, lost or altered,
 - b. disclosed or made available without authorisation, or otherwise processed in violation of applicable laws, including the UK GDPR.
- (3) The appropriate technical and organisational security measures must be determined and maintained with due regard for:
 - a. the current state of the art,
 - b. the cost of their implementation, and
 - c. the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

- (4) Coloplast will upon request provide Partner with sufficient information to enable Partner to ensure that Coloplast complies with its obligations under these Terms, including ensuring that the appropriate technical and organisational security measures have been implemented. Coloplast will in this regard allow for or contribute to audits, including inspections, conducted by Partner or another auditor mandated by Partner. Partner must give a reasonable notice in writing before executing an audit pursuant to this clause, and Partner can only carry out an audit once per year, unless the audit is initiated by a supervisory authority. Partner bears all costs associated with audits, including a reasonable fee to Coloplast.
- (5) Coloplast will provide information related to the provision of the services to authorities or Partner's external advisors, including auditors, if this is necessary for the performance of their duties in accordance with applicable law.
- (6) Coloplast will give authorities who by applicable law have a right to enter Partner's or Partner's supplier's facilities, or representatives of the authorities, access to Coloplast's physical facilities against proper proof of identity.
- (7) Coloplast will without undue delay after becoming aware of the facts in writing notify Partner about:
 - a. any request for disclosure of personal data processed under the Agreement by authorities, unless expressly prohibited under applicable law,
 - b. any suspicion or finding of (a) breach of security that results in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by Coloplast under the Agreement, or (b) other failure to comply with Coloplast's obligations under clause 3.2, or
 - c. any request for access to the personal data received directly from the data subjects or from third parties.
- (8) Coloplast will promptly assist Partner with the handling of any requests from data subjects under Chapter III of the UK GDPR, including requests for access, rectification, blocking or deletion, in relation to the data that Coloplast retains on behalf of Partner.
- (9) Coloplast will assist Partner with meeting the obligations that may be incumbent on Partner pursuant to article 32 to 36 of the UK GDPR, where the assistance of Coloplast is necessary for Partner to comply with its obligations.
- (10) In Appendix 1, the Processor has stated the physical location of the servers, service centres etc. used to provide the data processing services. The Processor undertakes to keep this information updated by providing a prior written notice of two months to the Partner. This does not require a formal amendment of Appendix 1, prior written notice by mail or email shall suffice.

§ 4 Sub-processors

- (1) Partner generally authorizes Coloplast to engage sub-processors. At the time of the Agreement, Coloplast uses the sub-processors set out in Appendix 1 (as may be updated by Coloplast from time to time in accordance with these Terms). Coloplast will inform Partner of any intended changes concerning the addition or replacement of a sub-processor by providing a prior written notice of two weeks to Partner.
- (2) Partner is entitled to object to any changes concerning the addition or replacement of sub-processors by terminating the Agreement. This termination right is Partner's sole and exclusive remedy if Partner objects to such a change.
- (3) Prior to the engagement of a sub-processor, Coloplast will conclude a written agreement with the sub-processor, in which at least the same data protection obligations as set out in these Terms shall be imposed on the sub-processor, including an obligation to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the UK GDPR. The obligation pursuant to this clause may also be satisfied by ensuring that the sub-processor is bound by binding corporate rules pursuant to article 47 of UK GDPR.
- (4) Partner has the right to receive a copy of Coloplast's agreement with the sub-processor as regards the provisions related to data protection obligations. Coloplast will remain fully liable to Partner for the performance of the sub-processor's obligations.

§ 5 Confidentiality

- (1) Coloplast will keep personal data confidential.
- (2) Coloplast will not disclose the personal data to third parties or take copies of personal data unless strictly necessary for the performance of Coloplast's obligations towards Partner according to the Agreement, and on condition that whoever personal data is disclosed to is familiar with the confidential nature of the data and has accepted to keep the personal data confidential in accordance with the Agreement.
- (3) Coloplast will limit the access to personal data to employees for whom access to said data is necessary to fulfil Coloplast's obligations towards Partner.
- (4) The obligations of Coloplast under this clause 5 persist without time limitation and regardless of whether the cooperation of the Parties has been terminated.
- (5) Partner shall treat confidential information received from Coloplast confidentially and may not unlawfully use or disclose the confidential information.

§ 6 Term and termination

- (1) These Terms will remain in force until the Agreement is terminated by one of the Parties. Regardless of the term of the Agreement, these Terms shall be in force as long as Coloplast processes the personal data, for which Partner is data controller.
- (2) On Partner's request Coloplast will immediately transfer or delete personal data, which Coloplast is processing for Partner, unless applicable law requires Coloplast to store of the personal data.

§ 7 Other

- (1) If any of the provisions of these Terms conflict with the provisions of any other written or oral agreement concluded between the Parties, including the Agreement, then the provisions of these Terms shall prevail. However, the requirements in clause 3 do not apply to the extent that the Parties in another agreement have set out stricter obligations. Furthermore, these Terms shall not apply if and to the extend the EU Commission's Standard Contractual clauses for the transfer of personal data to third countries are concluded and such clauses set out stricter obligations for Coloplast and/or for sup-processors.
- (2) These Terms do not determine Partner's remuneration of Coloplast for Coloplast's services according to the Agreement.
- (3) Coloplast may at its sole discretion change these Terms by providing 2 weeks' prior written notice to Partner.

APPENDIX 1

This Appendix constitutes Partner's instruction to Coloplast in connection with Coloplast's data processing for Partner and is an integrated part of the Agreement.

The processing of personal data

a) Purpose and nature of the processing operations

To contact, and arrange appointments to undergo a medical review for, patients with chronic conditions, and, where required, to enable a comparison of this population before and after the review in relation to prescription and medical outcomes

b) Categories of data subjects

Patients

c) Categories of personal data

Name, address, telephone number, personal identification number, information regarding ordered medical products (health information), information regarding medical provision and provider, GP name and address and telephone number

d) Special categories of data

Health information

e) Sub-processors

- Coloplast A/S, Høltedam 1, 3050 Humlebaek, Denmark
- Coloplast Business Centre Sp. Z.o.o., Piastow 30 (Building B), 71-064 Szczecin, Poland
- Redcentric PLC (Data Hosting Services), Tech City, Shoreditch London E1
- Blueberry Systems Limited, 204 Scott House, The Custard Factory, Gibb Street, Birmingham, B9 4AA
- Salesforce, Floor 26, Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY
- EMIS Web, Egton Medical Information Systems Limited, Fulford Grange, Micklefield Lane, Rawdon, Leeds, LS19 6BA

f) Contact details of Coloplast's data protection official:

FAO: Data Protection Officer
Søren Klæbel

Address: Høltedam 1, 3050 Humlebaek, Denmark
E-mail: dataprotectionoffice@coloplast.com

Coloplast may change the contact details of its data protection official from time to time. For more information on how Coloplast handles personal data reference is made to www.coloplast.co.uk/en-GB/global/privacy-policy-uk/.