

OncoKDM Privacy Policy

THIS ONCOKDM PRIVACY POLICY (THE "PRIVACY POLICY") APPLIES WHENEVER THE PARTNER (i.e. THE HOSPITAL, THE LABORATORY OR OTHERS) MAKES USE OF THE ONCOKDM SERVICES, INCLUDING THE ONCOKDM PLATFORM. THE ONCOKDM PLATFORM CONTAINS PSEUDONYMIZED HEALTH DATA THAT ONCODNA PROCESSES ONLY FOR WELL DEFINED PURPOSES AS DESCRIBED HEREUNDER.

OncoDNA Processes Pseudonymized Health Data and Personally Identifiable Information (as defined under Article 1) in compliance with this Privacy Notice and with all applicable Data Protection and Privacy laws. This Privacy Policy describes what types of Pseudonymized Health Data and Personally Identifiable Information OncoDNA may collect, how they may be used, and with whom Pseudonymized Health Data and Personally Identifiable Information may possibly be shared, when a Partner makes use of the OncoKDM Services.

Please note that the use of OncoKDM PLATFORM AND Services is subject to the General Terms and Conditions (the "GTCs") www.oncoshare.com/legaldocs/oncoshare-generalterms.pdf. This Privacy Policy and the GTCs are both accessible on the OncoKDM website available at www.oncokdm.com (the "**Website**"). To use OncoKDM, the Partner must first accept the GTCs and enter into a specific agreement with OncoDNA.

In the course of the performance of the OncoKDM Agreement, OncoDNA will collaborate with the Partner, without a direct relationship with the Patient whose Personal Data may be Processed in the form of Pseudonymized Health Data. The Partner, who is in direct contact with the Patient, therefore is responsible to convey this Privacy Policy to its Patients and invite the Patients to carefully read this Privacy Policy in order to fully understand OncoDNA's Processing of Pseudonymized Health Data as well as the rights of the Patients with respect to such processing.

OncoDNA may modify this Privacy Policy subject to all applicable Data Protection and Privacy Laws. The Partner must review periodically the Privacy Policy as published and accessible on the Website and keep its Patients informed of the most current version of the Privacy Policy.

1. Definitions

Unless expressly stated otherwise in this Privacy Policy, the terms starting by a capital letter will have the meaning specified below or elsewhere in this Privacy Policy.

In the framework of this Privacy Policy, "**Personal Data**", "**Data Controller**", to "**Process**" Personal Data, "**Supervisory Authority**", "**Sensitive Data**", "**Data Subject**", to "**Transfer**" Personal Data have the meaning defined in Directive 95/46/EC of the

European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (i.e. any information relating to an identified or identifiable individual), or any modifying European regulation (including the General Data Protection Regulation nr. 2016/679 of April 27th, 2016), as well as the applicable European or national implementing or additional legislation (collectively the "**Data Protection Laws**").

"Personally Identifiable Information" means any information allowing direct identification of the Data Subject, such as, for example, without limitation, surname and last name, e-mail address, IP address, file number, etc.

"Pseudonymized Health Data" means any Personal Data related to the health of the Patient and that has been Pseudonymized and can no longer be attributed to a specific Data Subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organizational measures to ensure that the Personal Data are not attributed to an identified or identifiable natural person.

"Partner" means the party for which OncoDNA shall deliver the Services as detailed in the OncoKDM Agreement, in particular : Hospitals, Private labs, Pharmaceutical companies, Biotech companies, Research and Academic Consortiums;

"Partner's Representative" means the natural person mandated or otherwise designed by the Partner to represent and act in the name and on behalf of the Partner.

"User" means any natural person representing the Partner or having otherwise been entitled by the Partner with the right to access the OncoKDM Platform and Services in the course of the performance of the OncoKDM Agreement entered by OncoDNA and the Partner.

Furthermore, for the purpose of this Privacy Policy, the terms "**Service(s)**", "**Applicable Laws**", "**Patient**", "**Medical Doctor**", "**OncoKDM**", "**OncoLIMS**", "**Raw Data**", "**Tests**" shall have the meanings provided under the GTCs or the relevant OncoKDM Agreement.

2. Data Controller

OncoDNA SA, a Belgian limited liability company, having its registered offices at Rue Louis Breguet 1, 6041 Charleroi, Belgium, registered with the Crossroads bank for enterprises under company number 0501.631.837, and referred to in this Privacy Policy as "**OncoDNA**", acts as a Data Controller under the Data Protection Laws, as set out in this Privacy Policy.

OncoDNA has appointed a data protection officer for the company :
Nathalie Poupaert
Rue Louis Breguet 1
6041 Gosselies

Belgium
 Tel : [+32 \(0\) 71 18 35 00](tel:+322071183500)
 E-Mail : dpo@oncodna.com

OncoDNA shall process Personally Identifiable Information related to the Partner or the Partner's Representatives, in the performance of the OncoKDM Agreement.

OncoDNA **shall not Process any Personally Identifiable Information related to the Patients**. Any Personally Identifiable Information related to the Patients is and must be solely Processed, independently from OncoDNA, by the Partner (i.e. the hospital, the laboratory, or any other health institution using the Services).

OncoDNA **shall only process Pseudonymized Health Data related to the Patients**, in order to generate the Reports, representing part of the OncoKDM Services delivered by OncoDNA to the Partner:

OncoKDM Platform gathers data collected and stored into OncoDNA's supporting database OncoLIMS, including Patients' Pseudonymized Health Data as provided by the Partner. **The Reports do not contain Personally Identifiable Information**. Only the Partner requesting the Service with respect to his/her Patient can link the generated Report(s) to (a) specific Patient(s), subject to their own professional (including secrecy) obligations.

3. Categories of Data Processed, Legal basis and Purposes

Data Subject	Category of Data Processed	Legal basis for the Processing /purpose of processing	OncoDNA Processes these categories of Data for the following purposes
Patient	OncoDNA Processes only Pseudonymized Health Data, including Raw Data , relating to the Patient Diagnosis, cancer stage, primary site, diagnosis date, current site of metastases, collection date, previous systemic therapies, current therapy, relevant comorbidities, concomitant medications, biomarkers already tested, indication of possible change of Medical Doctor treatment decision on	The Processing of Pseudonymized Health Data is necessary: - for the performance of the OncoKDM Agreement; and - for scientific research purposes and statistical purposes and is proportionate to these	- to make OncoKDM Platform available and perform OncoKDM Services, including providing the Reports to the Partner - to enhance and enrich OncoDNA's database and OncoDNA Prior IP, including, without limitation, to exploit the Output Data without

	<p>the basis of the Report, list of drugs given, indication of possible reaction to the treatment, as well as any other relevant information with respect to (the treatment of) the Patient's condition.</p> <p>"Results": Output data resulting from the OncoKDM analysis (or part thereof), ordered by the Partner and performed on the Tests the Partner gives to OncoDNA;</p>	<p>purposes. OncoDNA respects the rights of the Patient to data protection and takes suitable and specific measures to safeguard the fundamental rights and interests of the Patient as a Data Subject.</p>	<p>hindrance of any kind, for the own research and commercial purposes of OncoDNA.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Partner and/or Partner's Representative</p>	<p>"Identification and account data" of the Partner's Representative including, without being limited to, names, usernames, professional telephone number, email and postal address, password, access rights and log files, etc.</p> <p>Information relating to the consulted and/or shared Reports.</p> <p>Answers provided by the Partner's Representative to OncoDNA follow-up questions and/or Feedback.</p>	<p>The Processing of this Personally Identifiable Information is:</p> <ul style="list-style-type: none"> - necessary for the performance of the OncoKDM Agreement ; - based on the Partner's Representative prior express consent, when legally required and when the Processing is made for direct marketing purposes. The Partner's Representative may object to the processing of its Personally Identifiable Information as specified in Article 9. 	<ul style="list-style-type: none"> - to make OncoKDM Platform available and perform OncoKDM Services; - to manage the contractual relationship between the Partner and OncoDNA. This includes, without limitation, creating and managing the user-account, processing the orders, generating and communicating the Reports, collecting payments, contacting the users and answering their queries. - to the extent permitted under Applicable Laws, including Data Protection Laws, for direct marketing purposes, in compliance with such laws.

User of the OncoKDM Platform	"Service Data" : data relating to when the OncoKDM Platform is used, for how long, the operating system, the type of device.	The Processing of User Data is necessary for the performance of the contract concluded between OncoDNA and the Partner, which includes the provision of the OncoKDM Platform.	To monitor the use of the OncoKDM Platform, to analyze the habits of the users, and to design additions or new functionalities enhancing the OncoKDM Platform
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OncoDNA may also use Pseudonymized Health Data and Personally Identifiable Information for new purposes which are as yet unforeseen in this Privacy Policy, on the legal basis listed above under this Article 3. In any event, OncoDNA will conduct such Processing activities in compliance with all Applicable Laws and Data Protection Laws.

4. Sensitive Personal Data

When contracting with OncoKDM Services, the Partner represents and warrants having submitted the present Privacy Policy to the Patient, the Patient having consented to the processing by Partner of his/her Personal Health Data as well as of the Results in order to provide the OncoKDM Services to the Partner.

5. Transfer of Pseudonymized Health Data to the Partner

OncoDNA shall only transfer Patients' Pseudonymized Health Data to the Partner, excluding any other third party, and in compliance with the provision of this article 5.

In the framework of the provision of the OncoKDM Services and the use thereof by the Partner, OncoDNA may transfer certain Pseudonymized Health Data, to the extent permitted under and in compliance with all Applicable Laws, including Data Protection Laws, in so far as such Data is contained in the Reports, and provided that OncoDNA implements a legally valid mechanism allowing the Transfer such as, without limitation, European Commission Standard contractual clauses for the transfer of personal data to processors established in third countries.

As an exception to the foregoing, OncoDNA shall be allowed to transfer Patient's Pseudonymized Health Data in the event OncoDNA sells or transfers all or a portion of its business or assets to a third party.

6. Transfer of Personally Identifiable Information to third parties

Generally, OncoDNA will not transfer Partner's Personally Identifiable Information to third parties, except the transfers **(i)** authorized or required under Applicable Laws, including Data Protection Laws, or **(ii)** as mentioned in this Article 6 or elsewhere in this

Privacy Policy, or **(iii)** in the event OncoDNA sells or transfers all or a portion of its business or assets to a third party.

To provide the Partner with OncoKDM Services and operate OncoKDM Platform, OncoDNA may call upon the services of subcontractors to whom certain Personally Identifiable Information related to the Partner's Representative may be communicated and with respect to which OncoDNA has taken appropriate measures to ensure the protection of the Personally Identifiable Information, in accordance with Data Protection Laws. For Example, OncoDNA makes use of services of subcontractors to collect payment.

7. Retention and archiving period for Pseudonymized Health Data and Personally Identifiable Information

In accordance with this Privacy Policy, OncoDNA will retain and archive Pseudonymized Health Data and Personally Identifiable Information as described under this Article 7.

- The **retention period** is the maximum period of use of the Patients' Pseudonymized Health Data and the Partner's Personally Identifiable Information for specific purposes.
- The **archiving period** meets OncoDNA's legal obligations as well as the legal need to keep Pseudonymized Health Data and Personally Identifiable Information beyond the retention period, for evidential purposes or to respond to requests for information from competent authorities.

Category of Data (as described under Article 3)	Retention Period	Archiving Period
Patient Pseudonymized Health Data and Output Data	The use of Patient's Pseudonymized Health Data and Output Data, for the purpose of integration in the existing OncoDNA database, so that OncoDNA may continue to improve upon its service delivery and provide more accurate and tailor-made services and Reports to other (future) cancer patients, such data shall be kept for an unlimited duration corresponding to the business operations of OncoDNA.	Patient Pseudonymized Health Data and Output Data are retained for an indefinite period for the purposes of scientific and statistical researches in the field of cancers and to enhance OncoDNA's database.

Identification and Account Data of Partner's Representative	For the duration of the Partner's use of the OncoKDM Services and OncoKDM Platform and for the following 24 months, except when specified otherwise in this Privacy Policy.	The Data relating to an Account are generally retained for a period of 2 years following account closure.
Information relating to the consulted and/or shared Reports	If the Partner's Representative do no longer wish to use the OncoKDM Services, including the OncoKDM Platform, the Partner merely have to unsubscribe by sending an email at oncokdm@oncodna.com . OncoDNA will then deactivate the user-account and delete Personally Identifiable Information of the Partner's Representative within twelve (12) months following the deactivation, unless OncoKDM Agreement is still in force or OncoDNA has a specific legitimate interest in storing the Partner's Personally Identifiable Information for a longer period (e.g. to the extent the data is required to clarify an alleged infringement of third party rights or to comply with a legal or regulatory obligation).	Information relating to the consulted and/or shared Reports are retained for an indefinite period for the purposes of scientific and statistical researches in the field of cancers and to enhance OncoDNA's database.
Answers provided by the Partner's Representative to OncoDNA follow-up questions and/or Feedback		Information relating to the consulted and/or shared Reports are retained for an indefinite period for the purposes of scientific and statistical researches in the field of cancers and to enhance OncoDNA's database.
Service Data of the User	Service Data are retained for the entire duration of the use of the OncoKDM Platform by the User.	Service Data are generally retained for a period of 2 years following account closure.

8. Security and confidentiality of Pseudonymized Data and Personally Identifiable Information

OncoDNA has put in place the required security measures in order to protect the Pseudonymized Health Data and Personally Identifiable Information Processed in the framework of the OncoKDM Agreement against accidental or unauthorized destruction, loss as well as illicit or unauthorized modification, use, access and other processing. OncoDNA takes steps to maintain the confidentiality of the Pseudonymized Health Data and Personally Identifiable Information and protect it from unlawful disclosure.

9. The Rights of the Partner and the Patient

When OncoDNA Processes Pseudonymized Health Data and Personally Identifiable Information, Patients and the Partner's Representative have, within the limits provided by Applicable Laws, the following rights regarding the processing described in this Privacy Policy:

- the right to have access to his/her Pseudonymized Health Data and its Personally Identifiable Information, as Processed by OncoDNA;
- the right to request their rectification or erasure (as the case may be) in the event that their Pseudonymized Health Data and/or Personally Identifiable Information would be inaccurate or unnecessary;
- Request the restriction of processing concerning you or object to processing;
- the right to ask for the portability of their Pseudonymized Health Data and/or Personally Identifiable Information; namely the right to receive the personal data concerning you, which you have provided to a controller, in a structured, commonly used and machine-readable format and the right to transmit those data to another controller;
- Request that OncoDNA provide you a copy of the personal data undergoing processing. For any further copies requested, OncoDNA may charge a reasonable fee based on administrative costs.

To exercise these rights, please send an email to support@oncodna.com or contact the Data Protection Officer, dpo@oncodna.com together with a copy of your identity card or other identification document.

Moreover, you have the right to lodge a complaint before the Supervisory Authority, i.e. the Belgian Data Protection Authority, either by postal means at Rue de la Presse 35, 1000 Brussels, or by email at commission@privacycommission.be or by telephone at +32 2 274 48 00.

The Partner may also object to the processing of its Personally Identifiable Information for direct marketing purposes, as the case may be, at any time, free of charge and without having to provide a justification by following the abovementioned procedure.

In order to exercise these rights, the Patients and the Partner only have to send a written and signed request to OncoDNA at the email address support@oncodna.com or at the postal address of OncoDNA SA (Rue Louis Breguet 1, 6041 Charleroi, Belgium), together with proof of its identity as the Data Subject of the Pseudonymized Health Data and Personally Identifiable Information..

For any other privacy related queries or issues, the Patients and the Partner may also contact OncoDNA on the abovementioned e-mail or postal address.

10. Cookies

OncoDNA uses so-called “cookies” on the Website in a more user-friendly way. Cookies are pieces of data (small electronic text files) stored on the electronic device/terminal equipment of the user that contain data about a user or its device. They allow the storage of information for a determined period of time and the identification of the user’s electronic device.

As part of the Service, cookies may be placed on your computer, mobile phone or other electronic device to collect both anonymous data and Personal Data about you as specified in this Privacy Policy.

In order to provide the Service, OncoDNA installs and uses certain technically required cookies which do not require your prior consent. OncoDNA also uses session cookies which are automatically deleted at the end of your session and which also do not require your prior consent.

You may, at any time, delete or block cookies in your browser parameters. However, in such case some functionalities of the Service or Website requiring the use of cookies for technical purposes may be reduced or may no longer be available to you.

Domain	Name	Description	Validity
oncokdm.com	intercom-id-*	This cookie is used to distinguish users. It allows us to provide efficient and contextual customer support.	20 years
api-iam.intercom.io	_mkra_ctxt	This cookie is used by intercom chat service.	5 secondes

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