

DATA PROCESSING ANNEX

1. This Data Processing Annex is an annex to the Agreement between **Multi-Health Systems Inc.**, 3770 Victoria Park Avenue, Toronto, ON, M2H 3M6, Canada (“**MHS**”) and _____ (“**Customer**”), for and on behalf of its Affiliates (the “**Company**”) (each of MHS and the Company, a “**Party**” and together, the “**Parties**”) dated this _____ (the “**Agreement**”).
2. This Annex shall have effect with effect from the Effective Date (as defined below). If there are any conflicts or inconsistencies between this Annex and the Agreement, the provisions in this Annex prevail. For the avoidance of doubt, reference to the Agreement in this Annex shall include this Annex.
3. **DEFINITIONS**

In this Annex, the following expressions bear the following meanings unless the context otherwise requires:

“**Annex**” means this annex and all schedules and appendices hereto;

“**Controller**” “**Data Controller**” “**Data Subject**”, “**Processing**”, and “**Processed**” each have the meaning ascribed to such terms in the Data Protection Legislation;

“**Data Protection Legislation**” means, in each case to the extent applicable to the processing of the Relevant Data, the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”), the UK Data Protection Law and all other applicable laws and regulations in any relevant jurisdiction relating to the processing of Personal Data;

“**EEA**” means the European Economic Area;

“**Effective Date**” means the date upon which Personal Data is transferred to or otherwise processed by MHS;

“**International Data Transfer**” means the transfer of Personal Data from one jurisdiction to another jurisdiction;

“**Personal Data**” means any information relating to a Data Subject;

“**Processing**” has the meaning ascribed to that term in Data Protection Legislation;

“**Relevant Data**” means Personal Data transferred to MHS pursuant to the Agreement, including in relation to the employees of the Company for the provision of services under the Agreement;

“**Restricted International Transfer**” means an International Data Transfer of Relevant Data from Customer to MHS in circumstances where: (i) Customer is located in the EEA (or is otherwise subject to the GDPR); and (ii) MHS is located outside the EEA; and (iii) such transfer is not subject to any of the permitted derogations or conditions contained in the GDPR (including any implementing, derivative or related legislation) such that in the absence of the protection for the transferred Relevant Data provided pursuant to this Annex, such an International Data Transfer would be prohibited by the GDPR;

“**SCCs**” means Modules One, Two and Three of the standard contractual clauses for the transfer of Personal Data to third countries pursuant to the GDPR issued by the European Commission in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 as set out at Schedule 1 to this Annex;

“UK Addendum” means the international data transfer addendum to the European Commission’s standard contractual clauses for international data transfers as approved by the UK Parliament and published by the UK Information Commissioner’s Office (“ICO”) as set out at Schedule 2 to this Annex;

“UK Data Protection Law” means the UK Data Protection Act 2018 and the UK GDPR;

“UK GDPR” shall have the meaning given to this term in section 3 of the UK Data Protection Act 2018; and

“UK Restricted International Transfer” means an International Data Transfer of Relevant Data from Customer to MHS in circumstances where: (i) Customer is located in the UK (or otherwise subject to UK Data Protection Law); (ii) MHS is located outside the UK or the EEA; and (iii) such transfer is not subject to any of the permitted derogations or conditions contained in the UK Data Protection Law such that in the absence of the protection for the transferred Relevant Data provided pursuant to this Annex, such an International Data Transfer would be prohibited by UK Data Protection Law.

Headings contained in this Annex are for reference purposes only and shall not be incorporated into this Annex and shall not be deemed to be any indication of the meaning of the clauses or sub-clauses to which they relate. Any capitalised terms not defined in this Annex shall have the meaning set out in the Agreement.

4. GENERAL

- 4.1 Each Party agrees to Process any Relevant Data in compliance with its respective applicable obligations under Data Protection Legislation and with the terms of this Annex.
- 4.2 In respect of the Processing of Relevant Data by MHS under or in connection with the Agreement, MHS shall:
 - (a) In circumstances where MHS acts as controller (in which case the Module One SCCs shall apply in accordance with Schedule 1 of this Annex), be an independent controller with respect to any Processing and not be construed as a joint data controller in relation to Company, unless the conditions for processing of Relevant Data in relation to the Purpose change such that MHS jointly determines the purposes and means of processing the Relevant Data with the Company, in which case this Annex shall be replaced by a mutually-agreed Joint Controller Agreement (as applicable);
 - (b) In circumstances where MHS acts as a processor, as notified to Company in writing prior to entering into the Agreement or this Annex, comply with the obligations for processors pursuant to Module Two SCCs or Module Three SCCs as applicable in accordance with Schedule 1 of this Annex; and
 - (c) ensure that any further transfer of the Relevant Data outside the European Economic Area is effected in compliance with its obligations under Data Protection Legislation, unless such country is recognised as adequate by the European Commission or the data transfer is subject to appropriate safeguards and undertaken in compliance with Data Protection Legislation.

5. INTERNATIONAL DATA TRANSFERS

5.1 Restricted International Transfers

- (a) Customer (as “data exporter”) and MHS (as “data importer”), hereby enter into and agree to be bound by the SCCs as incorporated into this Annex by reference in Schedule 1 to this Annex in respect of any Restricted International Transfer with effect from the commencement, and for the duration, of the relevant Restricted International Transfer.
- (b) The Parties have read, understood and agreed to accept their obligations under the applicable Module of the SCCs as set out in Schedule 1 to this Annex.
- (c) In the event of a conflict or inconsistency between the requirements of the Agreement and/or this Annex and any applicable requirements of the SCCs as set out in Schedule 1, the requirements of the SCCs as set out in Schedule 1 shall take precedence to the extent necessary to resolve the conflict or inconsistency.

5.2 UK Restricted International Transfers

- (a) Customer (as “data exporter”) and MHS (as “data importer”), hereby enter into and agree to be bound by the SCCs as amended by the UK Addendum as incorporated into this Annex by reference in Schedule 2 to this Annex in respect of any UK Restricted International Transfer with effect from the commencement, and for the duration, of the relevant UK Restricted International Transfer.
- (b) The Parties have read, understood and agreed to accept their obligations under the UK Addendum as set out in Schedule 2 to this Annex.
- (c) In the event of a conflict or inconsistency between the requirements of the Agreement and/or this Annex and any applicable requirements of the SCCs as amended by the UK Addendum as set out at in Schedule 2, the requirements of the SCCs as amended by the UK Addendum as set out at in Schedule 2 shall take precedence to the extent necessary to resolve the conflict or inconsistency.

6. AMENDMENTS

In the event that the Data Protection Legislation is amended or replaced by subsequent legislation or regulations or in the event that case law, findings or guidance of a competent supervisory authority, the ICO or the European Data Protection Board pursuant to the Data Protection Legislation and/or regulations enacted under it require amendments to this Annex in order to comply with Data Protection Legislation (including any update to the Standard Contractual Clauses in Schedule 1 or the implementation of further measures to protect the Relevant Data), then the Parties will negotiate mutually-agreed amendments to this Annex.

7. COUNTERPARTS

- 7.1 This Annex may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 7.2 Transmission of an executed counterpart of this Annex (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Annex. If email is adopted as the

method of delivery, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

- 7.3 No counterpart shall be effective until each Party has executed and delivered (including in the manner described in Clause 7.2 above) at least one counterpart.

SCHEDULE 1

ADDITIONAL TERMS APPLYING TO RESTRICTED INTERNATIONAL TRANSFERS

1. Application of the SCCs

- (a) Customers with a principal place of business located outside the EEA who process Personal Data of Data Subjects located in the EEA may transfer such Personal Data from within the EEA to MHS as Customer's Processor outside the EEA.
- (b) Customers located in the EEA may transfer Personal Data to MHS as Customer's Processor outside the EEA.

In the event of (a) or (b), to the extent that such a transfer constitutes a Restricted International Transfer as defined in this Annex, each Party agrees to abide by and transfer such Personal Data in accordance with:

- (i) In the event that Customer acts as Controller and MHS acts as an independent Controller, Module One of the SCCs, the full text of which is available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, which each Party is deemed to have executed by entering into this DPA;
- (ii) In the event that Customer acts as Controller and MHS acts as Processor, Module Two of the SCCs, the full text of which is available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, which each Party is deemed to have executed by entering into this DPA; and
- (iii) In the event that Customer acts as Processor and MHS acts as Processor, Module Three of the SCCs, the full text of which is available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, which each Party is deemed to have executed by entering into this DPA.

And each of which Modules shall apply as set out in the following table:

Specification/Option	Module One	Module Two	Module Three
Clause 7 – Optional Docking Clause	Not applied	Not applied	Not applied
Clause 9(a) – Authorisation for Use of Sub-processors		Option 2 – General Written Authorisation. List of sub-processors available below in Annex I.B	Option 2 – General Written Authorisation. List of sub-processors available below in Annex I.B

Specification/Option	Module One	Module Two	Module Three
Clause 11(a) – Optional Data Subject Redress Clause	Not applied	Not applied	Not applied
Clause 13(a) – Location of the Data Exporter	All options retained, option(s) as applicable for Customer to be applied	All options retained, option(s) as applicable for Customer to be applied	All options retained, option(s) as applicable for Customer to be applied
Clause 17 – Governing Law			
Clause 18 – Jurisdiction			

2. **Annexes to the SCCs**

ANNEX I

A. LIST OF PARTIES

Data Exporter(s): <i>[Identity and contact details of the Data Exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]</i>	(“Customer”)
Data Importer(s): <i>[Identity and contact details of the Data Importer(s), including any contact person with responsibility for data protection]</i>	Multi-Health Systems Inc., 3770 Victoria Park Avenue, Toronto, ON, M2H 3M6, Canada (“MHS”) Contact MHS Privacy Officer Email: privacyofficer@mhs.com Address: 3770 Victoria Park Ave., Toronto, Ontario, M2H 3M6, Canada.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Categories of personal data transferred

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed

specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Continuous

Nature of the processing

Purpose(s) of the data transfer and further processing

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The period set out in the relevant retention policies of the Data Exporter or as required by applicable legal obligations.

For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing

- MHS utilizes Rackspace, a third party vendor to host the Relevant Data in a data center premises located in Virginia, within the United States.

C. COMPETENT SUPERVISORY AUTHORITY

The Competent Supervisory Authority shall be the national Supervisory Authority of the Member State identified as in Clause 17 and Clause 18 of the SCCs, as stated in Section 1 of this Schedule 1, above

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA.

Refer to below pages on MHS Digital Trust, for additional information on technical and organizational measures applied to customer data:

- Certifications: [Compliance - Multi-Health Systems \(MHS\)](#)
- Privacy: [Privacy - Multi-Health Systems \(MHS\)](#)
- Security: <https://mhs.com/digital-trust/>

SCHEDULE 2

ADDITIONAL TERMS APPLYING TO UK RESTRICTED INTERNATIONAL TRANSFERS

1. Application of the UK Addendum

- (a) Customers with a principal place of business located outside the UK who process Personal Data of Data Subjects located in the UK may transfer such Personal Data from within the UK to MHS as Customer's Processor outside the UK.
- (b) Customers located in the UK may transfer Personal Data to MHS as Customer's Processor outside the UK.

In the event of (a) or (b), to the extent that such a transfer constitutes a UK Restricted International Transfer as defined in this Annex, each Party agrees to abide by and transfer such Personal Data in accordance with the UK Addendum, the full text of which is available at <https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf>, and which is appended to:

- (i) In the event that Customer acts as Controller and MHS acts as an independent Controller, Module One of the SCCs;
- (ii) In the event that Customer acts as Controller and MHS acts as Processor, Module Two of the SCCs; and
- (iii) In the event that Customer acts as Processor and MHS acts as Processor, Module Three of the SCC.

2. The Tables in Part 1 of the UK Addendum are populated as follows:

Table 1: Parties

Start date	The Effective Date as defined in this Annex.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Please see the Parties to this Annex for the details of the Data Exporter and Data Importer.	
Key Contact	The appropriate point of contact for the Data Exporter is The appropriate point of contact for the Data Importer is MHS Privacy Officer, Email: privacyofficer@mhs.com , Address: 3770 Victoria Park Ave., Toronto, Ontario, M2H 3M6, Canada.	

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		This Addendum is appended to the version of the Approved EU SCCs as incorporated by reference in Schedule 1 of this Annex, and as detailed below, including the Appendix Information:				
Module (as set out in Schedule 1 to this Annex)	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time Period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	As set out in paragraph 1 of this Schedule 2	Not applied	Not applied			
2	As set out in paragraph 1 of this Schedule 2	Not applied	Not applied	General Authorisation	n/a	
3	As set out in paragraph 1 of this Schedule 2	Not applied	Not applied	General Authorisation	n/a	

Table 3: Appendix Information

“Appendix Information” means the information as set out in Section 2 of Schedule 1 of this Annex.

Annex 1A: List of Parties: Please see the Parties listed in Schedule 1.
Annex 1B: Description of Transfer: Please see the information as set out under the heading <i>Annex I.B.</i> in Section 2 of Schedule 1 of this Annex.
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Please see the information as set out under the heading <i>Annex II</i> in Section 2 of Schedule 1 of this Annex.
Annex III: List of Sub processors (Modules 2 and 3 only): n/a

Table 4: Ending this Addendum when Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19 of the UK Addendum: ☐ Importer ☐ Exporter ☒ <u>neither Party</u>
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IN WITNESS WHEREOF the Parties hereto have caused this Annex to be executed by their duly authorized representatives as of the Effective Date.

MULTI-HEALTH SYSTEMS INC.,

Signature:

Name:

Title:

CUSTOMER

Signature:

Name:

Title: