APPENIDIX 2 PRIVACY

Article 1 General

1.1. As part of the performance of Services, personal data of data subjects ("Personal Data") can be exchanged between Customer and Sanquin.

1.2 Both Parties are designated as controller with regard to the Personal Data in the sense of the Wet bescherming persoonsgegevens ("Wbp" – Dutch Data Protection Act) and with effect from 25 May 2018 in the sense of the General Data Protection Regulation ("GDPR").

1.3 The Parties will only use the Personal Data provided to perform the Services (performance of (diagnostic) tests and advice) as described in this Agreement ("the Purpose").

1.4 The Parties will not use the Personal Data for purposes other than those described in the Agreement, and will not keep these for longer than they need to be retained for the performance of the Services or must be retained in order to comply with a legal obligation.

1.5 Both Parties will process the Personal Data fairly and carefully and in accordance with their obligations as controllers under the Wbp - and with effect from 25 May 2018 under the GDPR.

1.6 The Parties will provide one another with all information required in order to ensure compliance with applicable laws and regulations in general and more specifically in the role of controller.

Article 2 Security

2.1 The Parties will implement appropriate technical and organisational measures to protect Personal Data against loss or any form of unlawful processing. These measures will - taking into account the state of the art and the costs of implementation - ensure appropriate safeguards in view of the risks associated with the processing and the nature of the Personal Data to be protected.

2.2 The measures are also aimed at preventing unnecessary collection and further processing of Personal Data. In this regard each Party is responsible for the security of the Personal Data present at its location as well as on its IT resources and infrastructure.

Article 3 Incident Management

3.1 As soon as an incident relating to the processing of Personal Data occurs, has occurred or could occur, the Parties will notify one another as soon as reasonably possible, and certainly within 24 hours, and as far as reasonably possible, thereby providing all relevant information concerning (1) the nature of the incident, (2) the (potentially) affected Personal Data, (3) the observed and suspected consequences of the incident, and (4) the measures taken or proposed to be taken to address the incident, including, where appropriate, measures to mitigate its possible adverse effects.

3.2 In the event of aforementioned the Parties will enter into discussion without undue delay and will determine their respective responsibilities in complying with the notification obligations, as required by law. and .

Article 4 Liability

4.1 Each Party is liable with respect to the other Party for the direct loss resulting from the shortcoming in the execution of this Agreement and for any breach of the applicable legislation relating to the processing of personal data in connection with the Agreement, including in any case the Wbp and with effect from 25 May 2018 the GDP