PRIVACY POLICY

This Privacy Policy describes what types of Personal Data OncoDNA may collect, how they may be used, and with whom they may be shared, when you make use of our Biomarker Tests (see Section 4) and/or our Clinical Decision Support Tool (see Section 5) through our platforms OncoSHARE and/or OncoKDM.

OncoDNA processes Pseudonymized Health Data and Personally Identifiable Information in compliance with this Privacy Policy and all applicable Data Protection Laws.

In some circumstances, such processing requires your prior consent, in which case we will ask you to express your consent by a clear affirmative action. Whenever you give us your consent, you have the right to withdraw such consent at any time.

Please note that the use of our services is subject to the GTCs. To use OncoSHARE and OncoKDM, you must first accept the GTCs and acknowledge that you have read this Privacy Policy at the moment of the creation of your user-account.

OncoDNA may change this Privacy Policy at any time subject to all applicable Data Protection Laws. Please take a look at the last effective date at the bottom of this document to see when this Privacy Policy was last revised. Any changes in this Privacy Policy will be appropriately communicated to you and will become effective 30 days after we make the revised Privacy Policy available on or through the platform.

1 DEFINITIONS

Unless expressly stated otherwise in this Privacy Policy (available at https://login.oncokdm.com/static/privacy_policy.pdf) the terms starting by a capital letter will have the meaning specified below or elsewhere.

- **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, i.e. it can no longer be attributed to a specific Data Subject without the use of additional information. Such additional information is subject to technical and organizational measures to ensure that the Personal Data cannot be linked to the Data Subject.
- **User** means any natural person with the right to access OncoSHARE and/or OncoKDM.

In the framework of this Privacy Policy, **Personal Data**, **Data Controller**, to **Process** Personal Data, **Supervisory Authority**, **Data Subject** have the meaning defined in:

- the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC, better known as General Data Protection Regulation (**GDPR**),
- any modifying European regulation,
- the applicable European or national legislation (collectively, the **Data Protection Laws**).

Furthermore, the terms Service(s), **Applicable Laws**, **Patient**, **Medical Doctor**, **Interested Third Party**, **OncoSHARE**, **OncoKDM**, **Raw Data**, **Test** shall have the meaning provided under the General Terms and Conditions (GTCs) available here.

2 DATA CONTROLLER

The legal entity responsible for the processing of your Personal Data is OncoDNA SA, a Belgian limited liability company, having its registered offices at Rue Louis Breguet 1, 6041 Gosselies, Belgium, registered with the Crossroads bank for enterprises under company number 0501.631.837, and referred to in this Privacy Policy as OncoDNA. OncoDNA acts as the Data Controller under the Data Protection Laws, as set out in this Privacy Policy.

OncoDNA has appointed a Data Protection Officer for the company that you may contact at dpo@oncodna.com

3 SECURITY AND CONFIDENTIALITY

OncoDNA has put in place the required security measures in order to protect your Personal Data against accidental or unauthorized destruction, loss as well as against illicit or unauthorized modification, use, access or any other unauthorized processing of your Personal Data. OncoDNA takes steps to maintain the confidentiality of your Personal Data and protect it from unlawful disclosure.

In the case of transfer of your Personal Data to countries outside of the European Economic Area, in countries not considered by the European Commission as ensuring an adequate level of Personal Data protection, OncoDNA shall ensure that measures are put in place in accordance with the Data Protection Laws, by using standard EU contractual terms or by any other means that ensure that your data is transferred in a secure environment.

4 BIOMARKER TESTS

This section applies whenever you (i.e. the Patient, the Medical Doctor, the Distributor or the Interested Third Party) make use of our Biomarker Tests (OncoDEEP, OncoSELECT and OncoFOLLOW) through the OncoSHARE and/or OncoKDM platform. These Tests analyze a combination of biomarkers such as next-generation sequencing of large gene panels, immunohistochemistry analysis and other analyses performed on both solid and/or liquid biopsies aiming to support the Medical Doctor's therapeutic decision-making.

In the course of the performance of a Service Level Agreement between OncoDNA and another party (a healthcare organization, research institute or a partner), OncoDNA will have no direct relationship with the Patient whose Personal Data may be Processed in the form of Pseudonymized Health Data. Therefore, the party who is in direct contact with the Patients is responsible to convey this Privacy Policy to its Patients and invite the Patients to carefully read it 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.

4.1 CATEGORIES OF DATA PROCESSED

Data Subject	Category of Data	Description
Patient	Personal Data related to the OncoSHARE user-account **(OncoSHARE Account Data)**	Data provided by the Patient or the Medical Doctor: first and last name, position, identification and contact details of the Medical Doctor who ordered the Test requested, e-mail address (optional), address (optional), phone number (optional).
	Sample material **(Sample)**	Sample of tumoral tissue, blood, saliva.
	Personal Data related to the Patient's health **(Health Data)**	Data provided by the Medical Doctor and completed in the clinical form: sex, date of diagnosis, diagnosis, site of primary tumour, site of metastases, stage of cancer, date of removal of Sample, origin of Sample, histological diagnosis (optional), indication on TNM (optional), any relevant information on the Sample (optional), biomarker(s) already tested (optional), relevant comorbidities, concurrent drugs (optional), previous systemic treatments (optional), current treatment (optional), future treatment plan (optional), any other relevant information related to your treatment and/or pathology (optional), ECOG status (optional), smoking status (optional), alcohol consumption (optional).
	Additional clinical information **(Additional Clinical Data)**	Data provided by the Medical Doctor and/or specialized healthcare professionals of the tumor board.
	Raw results of the analyses **(Analysis Results)**	Results from immunohistochemical assays, sequencing and pathology determination.
	The report **(Report)**	Data included in the Report resulting from the interpretation of all the Analysis Results and providing personalized therapeutic recommendations: drugs with or without potential clinical benefit, drugs with unknown clinical benefit, drugs with potential toxicity and potential clinical trials.
	Post-market surveillance data **(Follow-up Data)**	Information collected after the publication of the Report and the subsequent treatment decision-making by your medical doctor. This follow-up information is a requirement from IVD regulation and includes post-treatment clinical data to confirm the clinical utility of the Report, and ensure high standards of quality, performance and safety of the service we provide to you and your medical doctor.
	Personal Data provided via the use of the online chat of OncoSHARE **(OncoSHARE Chat Data)**	Information provided via the chat, date and time of sent messages, e-mail and/or phone number (optional).

Medical Doctor, Official Distributor, Interested Third Party	OncoSHARE Account Data	First and last name, e-mail address (optional), phone number (optional), hospital address (optional).
	OncoSHARE Chat Data	Information provided via the chat, date and time of sent messages, e-mail and/or phone number (optional).
Medical Doctor	OncoKDM Account Data	First and last name, e-mail address (optional), phone number (optional), hospital address (optional).
	OncoKDM Chat Data	Information provided via the chat, date and time of sent messages, e-mail and/or phone number (optional).
All	Data collected via the use of cookies **(Service Data)**	Information related to the operating system and type of device you use, information related to your use of the OncoSHARE and/or OncoKDM platform. Please, see our Cookie Policy for further information.

4.2 LEGAL BASIS AND PURPOSES OF THE PROCESSING

To the greatest extent possible, OncoDNA processes pseudonymized or anonymized data, rather than Personally Identifiable Information, when the purposes of such processing can be achieved in the same way.

Prior to using your Personal Data for new purposes which are unforeseen in this section, OncoDNA will inform you about the changes through this Privacy Policy and, in case of consent-based activities, OncoDNA will seek your prior consent. In any event, OncoDNA will conduct such Processing activities in compliance with all Applicable Laws and Data Protection Laws.

Data Subject	**Category of Data**	**Purposes of the processing**	**Legal basis for the processing of personal data**	**Legal basis for the processing of special categories of personal data**
Patient	Sample, Health Data from the clinical form, Additional Health Data, Analysis Results, Follow-up Data, Report	Provision of the Service to the Patient: performance of the Test, generation of the Report, provision of a scientific support to the Medical Doctor and/or the tumor board to answer their questions with respect to the Report.	Prior consent as foreseen by Article 6, §1, a) of the GDPR.	Explicit consent as foreseen by Article 9, §2, a) of the GDPR.
	Sample, Health Data	Sharing with the subcontracted laboratory in charge of the performance of the analysis.	Legitimate interest (performance of the Test) as foreseen by Article 6, §1, f) of the GDPR.	Explicit consent as foreseen by Article 9, §2, a) of the GDPR.
	Sample, Analysis Results	– Performance of validation of the Tests according to specific regulatory and/or normative requirements. – Participation to research studies and clinical trials relating to oncology.	Prior consent as foreseen by Article 6, §1, a) of the GDPR.	Explicit consent as foreseen by Article 9, §2, a) of the GDPR.
	Health Data from the clinical form, Analysis Results, Follow-up Data	Information sharing between the Medical Doctor and clinical trial centers to assess the relevance of the Patient's participation in a clinical trial when the Report has identified a treatment that is still in clinical development.	Legitimate interest (in advancement in scientific knowledge on oncology) as foreseen by Article 6, §1, f) of the GDPR.	Scientific research purposes as foreseen by Article 9, §2, j) of the GDPR.

Patient		Integration of Health Data, Analysis Results and Follow-up Data in the existing OncoDNA database, in a non-identifiable manner and subject to risk mitigation measures such as pseudonymisation.	Legitimate interest (in the improvement of OncoDNA's scientific knowledge and the provision of more accurate Reports) as foreseen by Article 6, §1, f) of the GDPR.	Scientific research purposes as foreseen by Article 9, §2, j) of the GDPR.
	Health Data, Analysis Results, Follow-up Data, Report	Post-market surveillance activities of In Vitro Medical Device, including the post-market performance follow-up.	Legal obligation related to the regulation 2017/746 as foreseen by Article 6, §1, c) of the GDPR.	Public interest in ensuring high standards of quality and safety of health care and of medical devices as foreseen by Article 9, §2, i) of the GDPR.
	OncoSHARE Account Data	– Creation of the OncoSHARE user-account. – Management of the orders and payments.	Performance of the contract with the Patient as foreseen by Article 6, §1, b) of the GDPR.	This processing does not apply to special categories of personal data.
		Sending of e-newsletters and surveys.	Legitimate interest (in keeping you updated on OncoDNA news and events as well as requesting your feedback) as foreseen by Article 6, §1, f) of the GDPR.	
	OncoSHARE Chat Data	Answer to the queries of the users.	Legitimate interest (in ensuring that the queries of our users are properly handled) as foreseen by Article 6, §1, f) of the GDPR.	
Medical Doctor, Official Distributor and Interested Third Party	OncoSHARE Account Data	Creation of the OncoSHARE user-account.	Legitimate interest (in providing access to OncoSHARE) as foreseen by Article 6, §1, f) of the GDPR.	This processing does not apply to special categories of personal data.
		Integration in the existing OncoDNA's CRM.	Legitimate interest (in managing the interactions with leads and generating new leads) as foreseen by Article 6, §1, f) of the GDPR.	
	OncoSHARE Chat Data	Answer to the queries of the users.	Legitimate interest (in ensuring that the queries of our users are properly handled) as foreseen by Article 6, §1, f) of the GDPR.	

Medical Doctor	OncoKDM Account Data	Creation of the OncoKDM user-account.	Legitimate interest (in providing access to OncoKDM) as foreseen by Article 6, §1, f) of the GDPR.	This processing does not apply to special categories of personal data.
		Integration in the existing OncoDNA's CRM.	Legitimate interest (in managing the interactions with leads and generating new leads) as foreseen by Article 6, §1, f) of the GDPR.	
	OncoKDM Chat Data	Answer to the queries of the users.	Legitimate interest (in ensuring that the queries of our users are properly handled) as foreseen by Article 6, §1, f) of the GDPR.	
All	Service Data	Monitoring of the use of the Service to design new functionalities enhancing the Service.	Prior consent as foreseen by Article 6, §1, a) of the GDPR. Please, see our Cookie Policy for further information.	This processing does not apply to special categories of personal data.

4.3 RECIPIENTS OF PERSONAL DATA

Data subject	**Category of Data**	**Recipient of Personal Data**
Patient	Sample, Health data from the clinical form, Analysis results	- The authorized members of OncoDNA and its Official Distributors (when applicable). - In the framework of some projects, the authorized subcontractors of OncoDNA (FormStack) for the collection of your Health Data. - Depending on the Test selected by the Medical Doctor, the analyses will be subcontracted to (1) either Bio.be SA and executed on behalf of Bio.be by the Institute of Pathology and Genetics ASBL in Belgium, (2) IntegraGen in France (3) or any other approved subcontractor complying with OncoDNA's instructions and Data Protection Laws in Europe. To the greatest extent possible, the Samples and the Patient's Personal Data are provided to these subcontractors in a pseudonymized (with a unique identifier), preventing the former from linking the Samples to the identified Patients. - OncoDNA may carry out validation of its Tests according to specific regulatory and/or normative requirements. In such context, OncoDNA may process and disclose pseudonymized Patient's Personal Data to competent authorities and selected subcontractors complying with Data Protection Laws for validations purposes. - OncoDNA may participate to research studies and clinical trials. In such context, OncoDNA may process and disclose pseudonymized Patient's Personal Data to accredited research centers and competent authorities for biomedical research purposes.
	Additional health data	The authorized members of OncoDNA and its Official Distributors (when applicable).
	Analysis Results	- Depending on the Test, the authorized members of Bio.be, the Institute of Pathology and Genetics ASBL or of IntegraGen or of any approved subcontractors for the performance of the Test. - The authorized members of OncoDNA.

Patient	Report	- Reports are transferred to (1) either the Medical Doctor by the authorized members of OncoDNA and its Official Distributors (when applicable) through the secure platform OncoSHARE or OncoKDM. - On OncoSHARE, the access to the Report will solely be granted to the relevant Patient at the discretion of his/her Medical Doctor and in compliance with the local Applicable Laws. - As part of the Service available to the Medical Doctor on both the OncoKDM and OncoSHARE platforms, the latter may choose to disclose or share the pseudonymized Report through the platform with specialized doctors, for advising purposes.
	Follow-up data	The authorized members of OncoDNA and its Official Distributors (when applicable).
	OncoSHARE Account Data	- The authorized members of OncoDNA and its Official Distributors (when applicable). - The authorized subcontractors of OncoDNA to collect the payment. - The authorized subcontractors of OncoDNA (Survey Monkey) to send you our surveys. - The authorized subcontractors of OncoDNA (the Rocket Science Group LLC d/b/a Mailchimp) to send you our e-newsletters.
	OncoSHARE Chat Data	- The authorized members of OncoDNA and its Official Distributors (when applicable). - The authorized subcontractors of OncoDNA (Intercom) to provide the online chat.
Medical Doctor	OncoSHARE Account Data	The authorized members of OncoDNA and its Official Distributors (when applicable).
	OncoSHARE Chat Data	- The authorized members of OncoDNA and its Official Distributors (when applicable). - The authorized subcontractors of OncoDNA (Intercom) to provide the online chat.
	OncoKDM Account Data	- The authorized members of OncoDNA.
	OncoKDM Chat Data	- The authorized members of OncoDNA. - The authorized subcontractors of OncoDNA (Intercom) to provide the online chat.
Official Distributors and Interested Third Parties	OncoSHARE Account Data	The authorized members of OncoDNA.
	OncoSHARE Chat Data	- The authorized members of OncoDNA. - The authorized subcontractors of OncoDNA (Intercom) to provide the online chat.
All	Service Data	- The authorized members of OncoDNA. - The authorized subcontractors of OncoDNA to the use of third-party cookies. Please, see our Cookie Policy for further information about the third-party cookies.

4.4 INTERNATIONAL TRANSFER OF PERSONAL DATA

OncoDNA will not transfer Personal Data to third parties, except the transfers authorized – including the sale or transfer of all or a portion of its business or assets – or required under Applicable Laws, including Data Protection Laws or as mentioned in this section.

When we transfer Personal Data to countries that are outside of the European Economic Area ("EEA") and which do not offer an adequate level of protection in the sense of article 45 of the GDPR, we ensure the use of appropriate data transfer tools such as the entering into of the standard contractual clauses issued by the European Commission. For further information on the transfers or in order to obtain a copy of the transfer tools which are being used, please send an email with your request to dpo@oncodna.com

Data subject	Category of Data	International transfer description
Patient	Health Data	In the framework of some projects, transfer to FormStack (the subcontractor providing the collection form for the Health Data), a company with its registered office in the United States and subject to the Standard Contractual Clauses issued by the European Commission.
	OncoSHARE Account Data	Transfer to Survey Monkey (the subcontractor providing the survey tool) and to the Rocket Science Group LLC d/b/a Mailchimp (the subcontractor providing the e-newsletter service), both companies having its registered office in the United States and subject to the Standard Contractual Clauses issued by the European Commission.
Patient, Medical Doctor	OncoSHARE Account Data	Transfer outside the EEA to the Official Distributor when the Patient and/or Medical Doctor are in a country where an Official Distributor is established. OncoDNA has entered into the Standard Contractual Clauses issued by the European Commission with its Official Distributors established in a country that does not offer an adequate level of data protection.
	OncoSHARE Chat Data	- Transfer outside the EEA to the Official Distributor when the Patient and/or Medical Doctor are in a country where an Official Distributor is established. OncoDNA has entered into the Standard Contractual Clauses issued by the European Commission with its Official Distributors established in a country that does not offer an adequate level of data protection. - Transfer to Intercom (the subcontractor providing the online chat), a company with its registered office in the United States and subject to the Standard Contractual Clauses issued by the European Commission.
Medical Doctor	OncoKDM Chat Data	Transfer to Intercom (the subcontractor providing the online chat), a company with its registered office in the United States and subject to the Standard Contractual Clauses issued by the European Commission.
All	Service Data	Please, see our Cookie Policy for further information about the third-party cookies.

Besides these above-mentioned authorized international transfers, OncoDNA will use the Google Cloud Platform for the provision of its services by December 1st, 2021. This new sub-processor is identified below:

Company name	**Google Ireland Limited (hereafter, "Google")**
Head Office	**Gordon House, Barrow Street, Dublin 4, Ireland**
Purpose of subcontracting	**Hosting of OncoDNA Group's applications and IT infrastructure to address its growing need for computing power in a careful and secure manner taking account of the state of the art and the latest insights in the field of data security. Both IT pipeline performing the analysis of the sequencing data as well as the database will be processed and hosted on the Google Cloud Platform. Provision of the related technical support.**
Data location	**Data hosted in Belgium**
Category of data of personal data	**OncoSHARE Account Data, OncoKDM Account Data, Patient's Health Data, Patient's Additional Clinical Data, Patient's Analysis Results, Patient's Reports, Patient's Follow-up Data**

It is possible that, in the context of technical support, some of our customer's data are transferred to Google's sub-processors located outside the European Union, including third country which do not offer an adequate level of data protection in the sense of Article 45 of the GDPR. Google and OncoDNA have taken adequate measures to ensure data are always exchanged in compliance with the Data Protection Laws, by entering into the EU Standard Contractual Clauses. For the sake of clarity, such Google's sub-processors will have no access to our customer's data unless

OncoDNA enables it subject to the appropriate risk mitigation measures. To the greatest extent possible, OncoDNA will always prevent such access, when the purposes of such processing can be achieved in the same way.

Before onboarding new sub-processors, Google conducts an audit of their security and privacy practices to ensure they provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. Once Google has assessed the risks presented by the sub-processors, these are required to enter into the EU Standard Contractual Clauses in addition to the appropriate security, confidentiality and privacy contract terms.

The processing intended to be carried out by Google on behalf of OncoDNA is governed by the EU Standard Contractual Clauses and a Data Processing Agreement as referred to in paragraph 3 of Article 28 of the GDPR providing sufficient guarantees to implement appropriate technical and organizational measures which guarantee the compliance with the requirements of the GDPR and ensure the protection of the rights of the data subjects. The most important arrangements made with Google in this respect are listed below:

- The Google contracting party is its European subsidiary, namely Google Ireland Limited (and not Google, Inc. in the US).
- All data will be processed and hosted on servers of Google in Belgium.
- The Google Cloud Platform is secured and certified under the standards of ISO27001 (Information Security Management), ISO27017 (Cloud Security), ISO 27018 (Cloud Privacy) and SSAE18 / ISAE3402 Type II (SOC2/3). OncoDNA is in the process of including this new application landscape into the scope of its ISO27001 (Information Security Management) certification.
- Google Cloud Platform has demonstrated adherence to the EU Cloud Code of Conduct that was developed by Scope Europe, an independent third-party association, to contribute to an environment of trust and transparency in the European cloud computing market and to simplify the risk assessment process of Cloud Service Providers (CSPs) for cloud customers.
- All data are encrypted at rest and in transit.
- Google does not use the encoded data for other purposes than those necessary to fulfil its contractual and legal obligations.
- Google does not provide any government entity with direct "backdoor" access. Each and every one of the government requests are reviewed and evaluates on international, human rights standards, the Google's policies, and the law.
- OncoDNA Group has the right to audit compliance of Google.
- Confidentiality clauses with our employees are implemented and we ensure that only the necessary authorized members have access to the data.

You can find further details on these agreements' arrangement via the following links:

Data Processing Agreement	https://cloud.google.com/terms/data-processing-terms
EU Standard Contractual Clauses	https://cloud.google.com/terms/sccs
Google's Security Terms	https://services.google.com/fh/files/misc/google_security_wp.pdf
Google's compliance certifications	https://cloud.google.com/security/compliance/offerings
Google Adherence to EU Cloud Code of Conduct	https://cloud.google.com/security/compliance/eu-cloud-code-of-conduct
List of Google's sub-processors	https://cloud.google.com/terms/subprocessors (or our own list)
Whitepaper – Protecting healthcare data on Google Cloud	https://services.google.com/fh/files/misc/protecting_healthcare_data_on_google_cloud_wp.pdf
Whitepaper – Safeguards for international data transfers with Google	https://services.google.com/fh/files/misc/gsuite_foredu_whitepaper_gdpr_schremsii.pdf
Whitepaper – Government requests for customer data: access control in Google Cloud	https://services.google.com/fh/files/blogs/government_access_technical_whitepaper.pdf

4.5 PERSONAL DATA RETENTION PERIOD

Data subject	Category of Data	Retention period of Personal Data
Patient	Sample	Subject to the prior Patient's consent, the solid residual samples can be kept by OncoDNA – the time required for the performance of validation and/or for the participation to research studies and clinical trials relating to oncology – or until the Patient withdraws his/her consent. Otherwise, the solid residual samples are returned to your medical doctor upon request or after a maximum period of 2 years. The request can be made directly by the Medical Doctor or via the Official Distributor (when applicable). In the event the Test has been ordered by the Official Distributor on behalf of the Medical Doctor, the Residual Sample is sent by OncoDNA to the Official Distributor in charge of its transport to the hospital or laboratory of origin.
	Health Data from the clinical form, Analysis Results, Follow-up Data	Such data will be kept until you exercise your right of opposition or for an unlimited duration – in a pseudonymous way and subject to risk mitigation measures – for the improvement of OncoDNA's scientific knowledge and the provision of more accurate Reports.
	Report	The Reports are kept the time required to provide the Services to the Patient and the Medical Doctor.
	Follow-up Data	Such data will be kept the time required by the regulation 2017/746 for the post-market surveillance activities.
	OncoSHARE Account Data	- Such data are kept as long as the OncoSHARE user-account is active. At the closure of the account, OncoDNA will then deactivate the corresponding user-account and delete any Personal Data within three (3) months following the deactivation, unless an Agreement is still in force. - Such data will be kept until your unsubscription to our e-newsletters or maximum 3 years after the last e-mail you have opened. You can unsubscribe at any time through the link intended for this purpose and available in each e-newsletter.
Medical Doctor, Official Distributor, Interested Third-Party	OncoSHARE Account Data	- Such data are kept as long as the user-account is active. At the closure of its account, OncoDNA will then deactivate the corresponding user-account and delete any Personal Data within three (3) months following the deactivation, unless an Agreement is still in force. - Such data will be kept on the OncoDNA's CRM until you exercise your right of opposition or maximum 3 years after your last activity.
Medical Doctor	OncoKDM Account Data	- Such data are kept as long as the user-account is active. At the closure of its account, OncoDNA will then deactivate the corresponding user-account and delete any Personal Data within three (3) months following the deactivation, unless an Agreement is still in force. - Such data will be kept on the OncoDNA's CRM until you exercise your right of opposition or maximum 3 years after your last activity.
	OncoKDM Chat Data	Such data will be kept the time required to handle your queries or until you exercise your right of opposition.
All	OncoSHARE Chat Data	Such data will be kept the time required to handle your queries or until you exercise your right of opposition.
	Service Data	As regards the retention time of data collected by cookies, please see our Cookie Policy for further information about the cookies' lifespan.

4.6 CHAT SYSTEM

On OncoSHARE and OncoKDM, we use Intercom communication and messaging services as a chat system. Any information you submit to such chatbox is collected and processed under this Privacy Policy. By accessing and using this chatbox:

- you acknowledge that you have read this Privacy Policy.
- you understand and agree that the disclosure of sensitive data (like health and genetic data) via the chatbox is under your responsibility. Such disclosure shall in any cases be limited to what is strictly necessary and be made in accordance with Applicable Laws, including Data Protection Laws.

When applicable and pursuant to the distribution agreement entered between OncoDNA and its Official Distributors, OncoDNA may communicate certain information submitted by you, to the extent permitted under and in compliance with Applicable Laws, including Data Protection Laws, to an Official Distributor established in your country, in order to enable such Official Distributor to contact you with respect to OncoDNA Service likely to be of interest to you.

5 CLINICAL DECISION SUPPORT TOOL

This section applies whenever the Partner (i.e. the Medical Doctor, the biologist, or other members of health institutions) enters into a SaaS ("Software as a Service") Agreement and makes use of the Clinical Decision Support Tool through the OncoKDM platform.

In the course of the performance of such SaaS 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 Patients, 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.

When contracting with this Service, the Partner represents, and warrants having submitted the present Privacy Policy to the Patient prior to transfer of the Patient's Personal Data to OncoDNA.

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

5.1 CATEGORIES OF DATA PROCESSED

OncoDNA may process Personally Identifiable Information related to the Partner or the Partner's Representatives, in the context of 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.

OncoDNA shall only process Pseudonymized Health Data related to the Patients to generate the Reports, representing part of the Service delivered by OncoDNA to 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.

Data Subject	Category of Data	Description
Patient	Pseudonymized Health Data	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 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.
	Pseudonymized Results	Output data resulting from the interpretation analysis (or part thereof), ordered by the Partner and performed on the Pseudonymized Health Data the Partner sends to OncoDNA.
	Pseudonymized Report	The Report resulting from the interpretation of the Results and providing personalized therapeutic recommendations: drugs with or without potential clinical benefit, drugs with unknown clinical benefit, drugs with potential toxicity and potential clinical trials.
	Pseudonymized Follow-up	Pseudonymized information collected after the publication of the Report and the subsequent treatment decision-making by your medical doctor. This follow-up information is a requirement from IVD regulation and includes post-treatment clinical data to confirm the clinical utility of the Report, and ensure high standards of quality, performance and safety of the service we provide to you and your medical doctor.
Partner and/or Partner's Representative	OncoKDM Account Data	Identification and account data of the Partner's Representative including, without being limited to, names, usernames, professional telephone number, e-mail and postal address, password, access rights and log files, etc.

Partner and/or Partner's Representative	OncoKDM Chat Data	Messages posted/sent, date and time of mailed/sent messages, e-mail and/or phone number (optional).
	Service Data	Information related to the operating system and type of device you use, information related to your use of the OncoKDM platform. Please, see our Cookie Policy for further information.

5.2 LEGAL BASIS AND PURPOSES OF THE PROCESSING

Data Subject	Category of Data	Purposes of the processing	Legal basis for the processing of personal data	Legal basis for the processing of special categories of personal data
Patient	Pseudonymized Health Data, Pseudonymized Results	To make OncoKDM platform available and perform OncoKDM Services, including providing the Reports to the Partner.	Legitimate interest (in providing the service requested by the Partner for the benefit of the Patient) as foreseen by Article 6, §1, f) of the GDPR.	Medical diagnosis purposes as foreseen by Article 9, §2, h) of the GDPR.
	Pseudonymized Health Data, Pseudonymized Results, Pseudonymized Follow-up	Information sharing between the Medical Doctor and clinical trial centers to assess the relevance of the Patient's participation in a clinical trial when the Report has identified a treatment that is still in clinical development	Legitimate interest (in the advancement of scientific knowledge in oncology) as foreseen by Article 6, §1, f) of the GDPR.	Scientific research purposes as foreseen by Article 9, §2, j) of the GDPR.
		Integration in the existing OncoDNA database, in a non-identifiable manner and subject to risk mitigation measures such as pseudonymisation and encryption.	Legitimate interest (in the improvement of OncoDNA's scientific knowledge and the provision of more accurate Reports) as foreseen by Article 6, §1, f) of the GDPR.	Scientific research purposes as foreseen by Article 9, §2, j) of the GDPR.
	Pseudonymized Follow-up	Post-market surveillance activities of In Vitro Medical Device.	Legal obligation related to the regulation 2017/746 as foreseen by Article 6, §1, c) of the GDPR.	Public interest in ensuring high standards of quality and safety of health care and of medical devices as foreseen by Article 9, §2, i) of the GDPR.
Partner and/or Partner's Representative	OncoKDM Account data	- Creation of the user-account. - Management of the orders and payments.	Performance of the contract with the Partner as foreseen by Article 6, §1, b) of the GDPR.	This processing does not apply to special categories of personal data.
		Integration in the existing OncoDNA's CRM.	Legitimate interest (in managing the interactions with leads and generating new leads) as foreseen by Article 6, §1, f) of the GDPR.	

Partner and/or Partner's Representative	OncoKDM Account data	Sending of e-newsletters and surveys.	Legitimate interest (in keeping you updated on OncoDNA news, event and offers as well as requesting your feedback) as foreseen by Article 6, §1, f) of the GDPR.	This processing does not apply to special categories of personal data.
	Chat Data	Answer to the queries of the users.	Legitimate interest (in ensuring that the queries of our users are properly handled) as foreseen by Article 6, §1, f) of the GDPR.	
	Service Data	Monitoring of the use of the Service to design new functionalities enhancing the Service.	Prior consent as foreseen by Article 6, §1, a) of the GDPR. Please, see our Cookie Policy for further information.	

Prior to using your Personal Data for new purposes which are unforeseen in this section, OncoDNA will inform you about the changes to this Privacy Policy and, in case of consent-based activities, OncoDNA will seek your prior consent. In any event, OncoDNA will conduct such Processing activities in compliance with all Applicable Laws and Data Protection Laws.

5.3 RECIPIENTS OF PERSONAL DATA

Data Subject	**Category of Data**	**Recipient of Personal Data**
Patient	Pseudonymized Health Data	The authorized members of OncoDNA.
	Pseudonymized Results	
	Pseudonymized Report	
	Pseudonymized Follow-up	
Partner and/or Partner's Representative	OncoKDM Account Data	- The authorized members of OncoDNA. - The authorized subcontractors of OncoDNA to collect the payment. - The authorized subcontractors of OncoDNA (Survey Monkey) to send you our surveys. - The authorized subcontractors of OncoDNA (the Rocket Science Group LLC d/b/a Mailchimp) to send you our e-newsletters.
	Chat Data	- The authorized members of OncoDNA. The authorized subcontractors of OncoDNA (Intercom) to provide the online chat.
	Service Data	- The authorized members of OncoDNA. Please, see our Cookie Policy for further information about the third-party cookies.

5.4 INTERNATIONAL TRANSFER OF PERSONAL DATA

OncoDNA will not transfer Personal Data to third parties, except the transfers authorized – including the sale or transfer of all or a portion of its business or assets – or required under Applicable Laws, including Data Protection Laws or as mentioned in this section.

When we transfer Personal Data to countries that are outside of the European Economic Area ("EEA") and which do not offer an adequate level of protection in the sense of article 45 of the GDPR, we ensure the use of appropriate data transfer tools such as the entering into of the standard contractual clauses issued by the European Commission. For further information on the transfers or in order to obtain a copy of the transfer tools which are being used, please send an email with your request to dpo@oncodna.com

Data subject	Category of Data	International transfer description
Partner and/or Partner's Representative	Account Data	Transfer to Survey Monkey (the subcontractor providing the survey tool) and to the Rocket Science Group LLC d/b/a Mailchimp (the subcontractor providing the e-newsletter service), both companies having its registered office in the United States and subject to the Standard Contractual Clauses issued by the European Commission.
	Chat Data	Transfer to Intercom (the subcontractor providing the online chat), a company with its registered office in the United States and subject to the Standard Contractual Clauses issued by the European Commission.
	Service Data	Please, see our Cookie Policy for further information about the third-party cookies. Please, see our Cookie Policy for further information about the third-party cookies.

Besides these above-mentioned authorized international transfers, OncoDNA will use the Google Cloud Platform for the provision of its services by December 1st, 2021. This new sub-processor is identified below:

Company name	**Google Ireland Limited (hereafter, "Google")**
Head Office	**Gordon House, Barrow Street, Dublin 4, Ireland**
Purpose of subcontracting	**Hosting of OncoDNA Group's applications and IT infrastructure to address its growing need for computing power in a careful and secure manner taking account of the state of the art and the latest insights in the field of data security. Both IT pipeline performing the analysis of the sequencing data as well as the database will be processed and hosted on the Google Cloud Platform. Provision of the related technical support.**
Data location	**Data hosted in Belgium**
Category of data of personal data	**OncoSHARE Account Data, OncoKDM Account Data, Patient's Health Data, Patient's Additional Clinical Data, Patient's Analysis Results, Patient's Reports, Patient's Follow-up Data**

It is possible that, in the context of technical support, some of our customer's data are transferred to Google's sub-processors located outside the European Union, including third country which do not offer an adequate level of data protection in the sense of Article 45 of the GDPR. Google and OncoDNA have taken adequate measures to ensure data are always exchanged in compliance with the Data Protection Laws, by entering into the EU Standard Contractual Clauses. For the sake of clarity, such Google's sub-processors will have no access to our customer's data unless OncoDNA enables it subject to the appropriate risk mitigation measures. To the greatest extent possible, OncoDNA will always prevent such access, when the purposes of such processing can be achieved in the same way.

Before onboarding new sub-processors, Google conducts an audit of their security and privacy practices to ensure they provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. Once Google has assessed the risks presented by the sub-processors, these are required to enter

into the EU Standard Contractual Clauses in addition to the appropriate security, confidentiality and privacy contract terms.

The processing intended to be carried out by Google on behalf of OncoDNA is governed by the EU Standard Contractual Clauses and a Data Processing Agreement as referred to in paragraph 3 of Article 28 of the GDPR providing sufficient guarantees to implement appropriate technical and organizational measures which guarantee the compliance with the requirements of the GDPR and ensure the protection of the rights of the data subjects. The most important arrangements made with Google in this respect are listed below:

- The Google contracting party is its European subsidiary, namely Google Ireland Limited (and not Google, Inc. in the US).
- All data will be processed and hosted on servers of Google in Belgium.
- The Google Cloud Platform is secured and certified under the standards of ISO27001 (Information Security Management), ISO27017 (Cloud Security), ISO 27018 (Cloud Privacy) and SSAE18 / ISAE3402 Type II (SOC2/3). OncoDNA is in the process of including this new application landscape into the scope of its ISO27001 (Information Security Management) certification.
- Google Cloud Platform has demonstrated adherence to the EU Cloud Code of Conduct that was developed by Scope Europe, an independent third-party association, to contribute to an environment of trust and transparency in the European cloud computing market and to simplify the risk assessment process of Cloud Service Providers (CSPs) for cloud customers.
- All data are encrypted at rest and in transit.
- Google does not use the encoded data for other purposes than those necessary to fulfil its contractual and legal obligations.
- Google does not provide any government entity with direct "backdoor" access. Each and every one of the government requests are reviewed and evaluates on international, human rights standards, the Google's policies, and the law.
- OncoDNA Group has the right to audit compliance of Google.
- Confidentiality clauses with our employees are implemented and we ensure that only the necessary authorized members have access to the data.

You can find further details on these agreements' arrangement via the following links:

Data Processing Agreement	https://cloud.google.com/terms/data-processing-terms
EU Standard Contractual Clauses	https://cloud.google.com/terms/sccs
Google's Security Terms	https://services.google.com/fh/files/misc/google_security_wp.pdf
Google's compliance certifications	https://cloud.google.com/security/compliance/offerings
Google Adherence to EU Cloud Code of Conduct	https://cloud.google.com/security/compliance/eu-cloud-code-of-conduct
List of Google's sub-processors	https://cloud.google.com/terms/subprocessors (or our own list)
Whitepaper – Protecting healthcare data on Google Cloud	https://services.google.com/fh/files/misc/protecting_healthcare_data_on_google_cloud_wp.pdf
Whitepaper – Safeguards for international data transfers with Google	https://services.google.com/fh/files/misc/gsuite_foredu_whitepaper_gdpr_schremsii.pdf
Whitepaper – Government requests for customer data: access control in Google Cloud	https://services.google.com/fh/files/blogs/government_access_technical_whitepaper.pdf

5.5 PERSONAL DATA RETENTION PERIOD

Data Subject	Category of Data	Retention period of Personal Data
Patient	Pseudonymized Health Data, Pseudonymized Results, Pseudonymized Follow-up Data	Such data will be kept until you exercise your right of opposition or for an unlimited duration – in a pseudonymous way and subject to risk mitigation measures – for the improvement of OncoDNA's scientific knowledge and the provision of more accurate Reports.
	Pseudonymized Report	The Reports are kept the time required to provide the Services to the Partner.
	Pseudonymized Follow-up Data	Such data will be kept the time required by the regulation 2017/746 for the post-market surveillance activities.
Partner and/or Partner's Representative	Account Data	- Such data are kept as long as the Partner's OncoKDM account is active. At the closure of its account, OncoDNA will then deactivate the corresponding user-account and delete any Personal Data within three (3) months following the deactivation, unless an OncoKDM Agreement is still in force. - Such data will be kept on the OncoDNA's CRM until you exercise your right of opposition or maximum 3 years after your last activity. - Such data will be kept until your unsubscription to our e-newsletters or maximum 3 years after the last e-mail you have opened. You can unsubscribe at any time through the link intended for this purpose and available in each e-newsletter.
	Chat Data	Such data will be kept the time required to handle your queries or until you exercise your right of opposition.
	Service Data	As regards the retention time of data collected by cookies, please see our Cookie Policy for further information about the cookies' lifespan.

5.6 CHAT SYSTEM

On OncoKDM, we use Intercom communication and messaging services as a chat system. Any information you submit to such chatbox is collected and processed under this Privacy Policy. By accessing and using this chatbox:

- you acknowledge that you have read this Privacy Policy.
- you understand and agree that the disclosure of sensitive data (like health and genetic data) via the chatbox is under your responsibility. Such disclosure shall in any cases be limited to what is strictly necessary and be made in accordance with Applicable Laws, including Data Protection Laws.

6 YOUR RIGHTS

In accordance with the GDPR, you have the right to request:

- The access to your personal data, as collected and processed by OncoDNA;
- The rectification and the erasure of your personal data relating to you in the event that they would be inaccurate, incomplete or where the conditions of article 17 of the GDPR have been met;
- The restriction of the processing related to your personal data where the conditions of article 18 of the GDPR have been met;
- The data portability, namely the right to receive the Personal Data related to you, which you have provided to a data controller, in a structured, commonly used and machine-readable format and the right to transmit those data to another controller where the conditions of article 20 of the GDPR have been met;
- The opposition to the processing related to your personal where the conditions of article 21 of the GDPR have been met;
- A copy of the Personal Data undergoing processing.

Should a processing activity be legitimated by your consent, you have the right to withdraw your consent, at any time and free of charge. The withdrawal of your consent shall not affect the lawfulness of the processing activities based on your consent before its withdrawal. Upon receipt of the revocation, OncoDNA will stop using your Personal Data which were processed on the basis of your consent, unless OncoDNA has already taken action on the basis of this consent.

7 HOW TO EXERCISE YOUR RIGHTS?

7.1 IF YOU ARE LOCATED IN UK

Pursuant to Article 27 of the UK GDPR, OncoDNA has appointed EDPO UK Ltd as its UK GDPR representative in the UK. You can contact EDPO UK regarding matters pertaining to the UK GDPR:

- by using EDPO's online request form: https://edpo.com/uk-gdpr-data-request/
- by writing to EDPO UK at 8 Northumberland Avenue, London WC2N 5BY, United Kingdom

Moreover, if you consider that the processing of your Personal Data infringes the Data Protection Laws, you have the right to lodge a complaint with the Supervisory Authority, the Information Commissioner's Office (ICO), either via the website (https://ico.org.uk/make-a-complaint/), or by postal means to the ICO's head office at Wycliffe House, Water Lane, Wilmslow Cheshire, SK9 5AF (telephone: 0303 123 1113).

7.2 IF YOU ARE NOT LOCATED IN UK

In order to exercise your rights and for any other privacy related queries, you may contact OncoDNA at the e-mail address dpo@oncodna.com or at the postal address of OncoDNA (Rue Louis Breguet 1, 6041 Charleroi, Belgium), together with proof of your identity as the data subject of the Personal Data.

Moreover, if you consider that the processing of your Personal Data infringes the Data Protection Laws, you have the right to lodge a complaint with the Supervisory Authority, i.e. the Belgian Data Protection Authority, either via the website (https://www.autoriteprotectiondonnees.be/citoyen/agir/introduire-une-plainte), or by postal means at Rue de la Presse 35, 1000 Brussels, Belgium.

8 AMENDMENT OF THIS PRIVACY POLICY

OncoDNA may occasionally modify this Privacy Policy if new features that require notifying users are introduced to the platform, as well as if regulatory changes occur, or if the Belgian Data Protection Authority or other data protection authorities provide further information.

Any changes in this Privacy Policy will be appropriately communicated to you and will become effective no less than 30 days after we make the revised Privacy Policy available on or through the platform. We therefore invite you to check the last effective date at the bottom of this document to see when this Privacy Policy was last revised.

Last update: October 18th, 2021