

DATA TRANSMISSION AND USE AGREEMENT

This Data Transmission and Use Agreement (“**Agreement**”) is entered into by and between

World Marrow Donor Association
(henceforth called “**WMDA**”),
a non-profit association established under Dutch law,

and

JMDP

3-19, Kandanishikicho, Chiyoda, Tokyo
Address line 2: Hirose2nd Bldg, 7F
Postal code: 101-0054
State/Province: JAPAN

(henceforth called “**Listing Entity**”),

each a “**Party**” and collectively the “**Parties**”.

The Effective Date is the date of the final signature of the Party executing this Agreement.

Whereas, on behalf of the Listing Entity, WMDA has created and operates a searchable database of adult donors and cord blood units available for use in hematopoietic stem cell transplantation, which has been established to build, provide, maintain, and optimise an environment with centralised data on human leucocyte antigen (“**HLA**”) phenotypes and other relevant data of volunteer stem cell donors and cryopreserved cord blood units (“**CBUs**”) and make these data accessible to the other Listing Entities, healthcare professionals (e.g. transplant centre physicians, search coordinators) worldwide that search for a potential match for their patient; and

Whereas, the Bone Marrow Donors Worldwide (“**BMDW**”) has now merged with WMDA and BMDW is now a service provided by WMDA on behalf of the Listing Entity and is called: Search & Match Service; and

Whereas, Listing Entity is a member of the WMDA; and

Whereas, Listing Entity lists with WMDA a file of volunteer stem cell donors and/or, as applicable, volunteer-donated cryopreserved CBUs for international search; and

Whereas, Listing Entity provides WMDA with searching patients (“**Patient**”) data; and

Whereas, for purposes of this Agreement, the term “**HSC**” applies to hematopoietic stem cells from circulating blood as well as from marrow and from cord blood. Potential donors and actual donors of HSC are collectively referred to as “**Donors**” herein;

Whereas, the Listing Entity wishes to provide WMDA with relevant data, information, and other records relating to Patients, Donors, and CBUs (“**Data**”) necessary to coordinate certain donor product search, collection and transplant activities. Therefore, WMDA will have access to

pseudonymised personal data within the meaning of the General Data Protection Regulation (EU) 2016/679) (hereinafter referred to as '**Personal Data**' and '**GDPR**', respectively); and

Whereas, with regard to the Data, the Listing Entity is the data controller within the meaning of GDPR and WMDA is the data processor. WMDA's operations are limited to processing Data in accordance with the Listing Entity's written instructions unless required to do so by law without having control over the purpose of and means for processing the Data. WMDA does not make decisions concerning the use of the Data, the provision of the Data to third parties and other recipients, the duration of the storage of the Data, etc. Consequently, WMDA merely provides the Search & Match Service on behalf of the Listing Entity and processes the Data on behalf of the Listing Entity in accordance with WMDA's mission and vision as agreed to by the Listing Entity.

Whereas, WMDA recognises the importance of protecting the privacy and confidentiality of Data exchanged to maintain the confidence and trust of Donors, Patients and regulators; and

Whereas, the Parties intend for this Agreement to govern the exchange of Data from the Listing Entity to WMDA and to establish inter alia the obligations of WMDA regarding the use, maintenance, confidentiality, transmission and security of the Data and wish to lay down their arrangements concerning the processing of Data by WMDA in this Agreement.

Now, therefore, the Parties have agreed to be bound by the provisions set forth below:

1. **Compliance with Privacy Law**

- 1.1. The Listing Entity represents and warrants that all Data submission requirements, Data transmission and exchange, Data storage, use, confidentiality, access to and disclosure and Data reporting under this Agreement will comply with its respective applicable laws governing the collection, storage, use, disclosure and access to personal and health information ("**Privacy Law**"). The Parties will co-operate as reasonably required to facilitate compliance with applicable Privacy Law by each Party.
- 1.2. WMDA undertakes in respect of the Listing Entity to do all that is required of a processor of Personal Data based on the provisions of, or made pursuant to, the GDPR.

2. **Scope of Data Exchanged**

- 2.1. Unless otherwise agreed by the Parties, Data exchange will be limited to data elements required for the performing and/or improving processes supporting search, matching, stem cell transplantation and quality assurance. WMDA makes the Data visible to other Listing Entities through 1) interactive user access with the Search & Match Service, on request of a Listing Entity and after approval of the Listing Entities 2) full and/or partial download of the dataset and derived statistics, or 3) application programming interface (API). Healthcare affiliated professionals with bonafide need to search for international

donors can only access the Data through interactive user access with the Search & Match Service. The Listing Entity ensures that the Data it exchanges will be in a form that does not enable other persons to identify the individual to whom the data relates unless necessary to confirm Patient identity or evaluating the match of a Donor. Listing Entity agrees to comply with all Data submission and exchange requirements necessary for the WMDA to provide the Search and Match Service, as amended from time to time. Such requirements will be published by WMDA on its membership website (WMDA Share).

- 2.2. WMDA will process pseudonymised Personal Data from Donors and Patients in order to facilitate the matching necessary for stem cell donor selection. The Data might include sensitive Personal Data: HLA results determined on DNA (genetic results), ethnicity and health-related Data (infectious disease marker results, blood group, HLA results) for, respectively, the primarily matching of Patients and Donors, to improve the accuracy of the probability matching between Patients and Donors, to improve the selection of a suitable Donor for a Patient. A specification of the Data that WMDA can process is available on WMDA membership website (WMDA Share see <https://share.wmda.info/x/HYDVQCQ>) and is based on definition files which will be revised annually by the Listing Entities.

3. Assurances by Listing Entity

- 3.1 The Listing Entity represents and warrants that it has obtained all licenses, permits and other certifications required under its respective governing laws to operate its respective organisation in the applicable jurisdiction(s) and will notify WMDA of any material change in status under applicable laws.
- 3.2. The Listing Entity represents that it has obtained all necessary ethical review and governmental approval required under its respective governing laws to participate in the international exchange of the Data for HSC search and transplant procedures, operation of a Listing Entity, quality assurance purposes, and publication of organisation and search activity (“**Purposes**”).
- 3.3. The Listing Entity represents and warrants that the informed and explicit consent from the Donors and Patients of which Data are required has been obtained directly or by its responsible cooperation partner under its respective governing laws (including the GDPR, as applicable) to provide the Data to WMDA for the operation of the Search & Match Service for the Purposes.

4. Processing of Data by WMDA on instruction of Listing Entity

- 4.1. WMDA will only process (inter alia access, use, share or export) Data received from the Listing Entity at the Listing Entity’s written instructions solely for the operation of the Search & Match Service for the Purposes and as provided in this Agreement.

Purposes

- 4.2. The Purposes are set by the Listing Entity and WMDA is not entitled to make any decisions concerning the purposes of the Search & Match Service.

Required data fields

- 4.3. The Listing Entity decides what optional Data is supplied by the Listing Entity and is thus included in the Search & Match Service.

Data quality assurance

- 4.4. The Listing Entity is responsible for the quality of the Data provided to WMDA. On behalf of the Listing Entity, WMDA will validate the quality of the Data as part of the processing procedure and make a processing report and benchmarking / statistical information regarding data quality available to the Listing Entity.

Disclosure to third parties

- 4.5. On behalf of the Listing Entity, WMDA will disclose Data to third parties for the Purposes and in accordance with the requirements set forth herein. On behalf of the Listing Entity the Data in the Search & Match Service will be shared with:

- Staff members of WMDA member organisations to search for international donors and obtain Data from the Search & Match Service;
- Healthcare affiliated professionals with bonafide need to search for international donors and obtain Data from the Search & Match Service;
- IT service providers maintaining and developing the Search & Match Service;
- Matching programme providers;
- WMDA office staff, as described in clause 5.5.

(the “Users”)

The WMDA bylaws define the membership categories. The WMDA website outlines the criteria to list and to access to the Search & Match Service.

- 4.6. On behalf of the Listing Entity, WMDA may provide a full or partial copy of the donor/cord blood file of the Listing Entity or API access to WMDA member organisations that comply to the WMDA Standards and have implemented the measures as described in clause 5.1 in this agreement. In addition, on behalf of the Listing Entity, WMDA may provide healthcare affiliated professionals with bonafide need to obtain limited Data from the Search & Match Service by minimum role-based access to the Search & Match Service and the Data obtained therein.

- 4.7. Who may become a WMDA member is inter alia laid down on the WMDA website (www.wmda.info) . On behalf of the Listing Entity WMDA may reject or approve an application for a membership. WMDA is not entitled to make any decisions with regard to extending the categories of users of the Search & Match Service to other categories of users.

Summary of Data and internal studies by WMDA

- 4.8. On behalf of the Listing Entity, the Data provided by the Listing Entity and the search activity related thereto may be summarized and published in the WMDA global trends report which will be made available to WMDA members for their internal use, may be published to the World Health Organization, and may be placed on the WMDA website. Information made available to the WMDA membership or national or international (e.g. EU, WHO) authorities may identify individual countries or Listing Entities. Information to the general public will in general not identify individual countries or Listing Entities.
- 4.9. On behalf of the Listing Entity, WMDA may use non-identifying Data for purposes of internal studies, analysis and presentation to improve the Search & Match Service or to advance understanding in blood and marrow transplant. Any external publication will require permission of the Listing Entity.

Use by others

- 4.10 On instruction of the Listing Entity, WMDA will have in place a policy limiting third-party use, publication, or reproduction of any Data provided by Listing Entity except with the advice from the science committee, and the consent from the Listing Entity.
- 4.11 A systematic analysis and external publication of the Data of the Listing Entity may only be done on instruction of the Listing Entity. This applies to all form of publication (printed, electronic or other). It also applies to analyses where Data are systematically pooled for analysis (e.g., by country or region) or by overviews showing or comparing several or all Listing Entities.

Sub-processor

- 4.12 Listing Entity authorises WMDA to engage another processor to process the Data. In the event that WMDA chooses to make any changes to its sub-processors, WMDA will provide a 60-day written notice to all Listing Entities of the change. Should a Listing Entity object to the change, the Listing Entity will have the right to opt-out or de-list their Data. WMDA must enter into an agreement with the applicable third party that covers the same obligations, in particular the obligations that are stipulated in clause 5.1 of this Agreement and which meet the requirements of Article 28 of the GDPR, and offer at least the same level of protection for the Personal Data as this Agreement. As between the Listing Entity and the WMDA, the WMDA shall remain fully liable for the all acts and omissions of any sub-processor appointed by the WMDA pursuant to this clause 4.12. A list of approved sub-processors is provided in Appendix 1 from this Agreement.

Listing Entity's prior consent

- 4.13 WMDA may not provide Data to other than those described in this Agreement, unless the Listing Entity has given its documented instructions to that end.

5. Technical and organisational measures

- 5.1. WMDA undertakes to implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to secure the Data from unauthorized access, loss or any form of unlawful processing. Said measures will cover, among others, as appropriate:
- The pseudonymisation of all personal data stored;
 - The encryption of all personal data in transfer to external systems;
 - The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - Compliance with the WMDA security standards, including (1) the adoption of a credible security framework (e.g., ISO 27001), and (2) ongoing oversight of WMDA's cyber risk by WMDA's highest governance committee.
 - Independent penetration testing should be performed annually on all internet facing web applications which process pseudonymised or identifiable Data. Any identified security vulnerabilities must have a documented remediation plan. Risks identified by this testing must be formally overseen by the Data Protection Officer of the WMDA.
- 5.2. Bearing in mind the state of the art and the costs of implementation, the security measures within the meaning of clause 5.1 must offer an appropriate level of security relative to the risks associated with the processing and the nature of the Data to be protected. Said measures are aimed, in part, at preventing unnecessary collection and further processing of Personal Data.
- 5.3. The security measures to be taken by WMDA are based on a risk analysis and will cover the risks to such an extent that the reliability requirements are met. The higher the required reliability and/or the required level of security are, the more numerous and stringent security measures WMDA will take to cover the risks present and to actually guarantee the required level of security.
- 5.4. WMDA undertakes in respect of the Listing Entity to maintain the level of its technical and organisational measures, to improve and refine them where possible, and to modify them to meet the evolving technological and societal developments. To that end, WMDA will monitor the most recent developments and take additional measures insofar as it may reasonably be expected to do so. Upon the Listing Entity's request, no more than annually, WMDA will provide evidence that management oversight has occurred. Such evidence should briefly describe the oversight process, indicate whether WMDA's controls remains aligned to industry best practices, and include a signature of a WMDA board member.
- 5.5. WMDA must limit access to and processing of the Data to those employees or other authorised representatives who need access to, or to process, such Data in order to

conduct their work in connection with the Data. The names of the WMDA staff members and authorized representatives who will have access to the Data are available on request. WMDA will ensure that unauthorized personnel do not have access to the Data and/or the data processing applications. WMDA certifies that all members of staff authorised by WMDA to access the Data are obliged to observe confidentiality in respect of the Data of which they become aware. To that end, WMDA will have the staff members and authorized representatives in question sign a confidentiality agreement, insofar as it has not already made provisions for this.

- 5.6. WMDA will restrict access to the Data, and any other identifiable or anonymous data derived from the Data, to any third party, except for the furtherance of the Purposes in those instances in which access to the Data is consistent with applicable law and regulation and except for as stipulated in clauses 4.5 – 4.7.
- 5.7. The Listing Entity will establish periodically, or whenever circumstances so dictate, whether the technical and organisational measures taken by WMDA still offer an appropriate level of security. With regard to changes made to the services provided by WMDA, the Listing Entity will determine whether the arrangements made are still sufficient and it will ensure that the security requirements are still met after the changes have been implemented.
- 5.8. Information and audit rights of the Listing Entity only arise under section 5.7 to the extent that the supplied documentation does not otherwise give the information meeting the relevant requirements of the GDPR.

6. Demonstrating compliance

- 6.1. WMDA makes available to the Listing Entity information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Listing Entity or another auditor mandated by the Listing Entity. WMDA will report to the Listing Entity annually about the measures taken and the procedures implemented. All records of any type relating to WMDA's performance of its obligations under this Agreement will be retained by WMDA for the term of this Agreement and no less than three years thereafter, or for a greater period as required by applicable laws. This provision will survive termination of this Agreement.
- 6.2. With regard to the foregoing, WMDA will promptly notify the Listing Entity if, in its opinion, an instruction infringes the provisions of the GDPR or other statutory provisions.
- 6.3. WMDA will assist the Listing Entity at all times to meet the obligations pursuant to the GDPR. More specifically WMDA will assist the Listing Entity to meet the obligations relating to the rights of the data subjects such as, but not limited to, the right of access, rectification, erasure or restriction of processing and the right to object. WMDA will promptly, and in any case, within 5 days, notify the Listing Entity of any communication from a data subject regarding the processing of their Personal Data, or any other

communication (including from a supervisory authority) relating to either Party's obligations under GDPR in respect of the Personal Data.

- 6.4. WMDA will assist the Listing Entity at all times to meet the obligations pursuant to the GDPR, in particular with the security of Personal Data and, if applicable, with carrying out a data protection impact assessment. The security of Personal Data covers, amongst others, the security of processing and the notification of a Personal Data breach to the supervisory authority and Listing Entity.

7 Breach Notification

- 7.1. WMDA will report any incident in regard to security and Personal Data breaches without undue delay, and in any case within 36 hours, to the Listing Entity, such report to include all information reasonably required by the Listing Entity to comply with its obligations under the GDPR.
- 7.2. If WMDA becomes aware of a Personal Data breach, it will take all reasonable measures necessary to prevent further access to and spreading of Data. To this end, WMDA will consult with the Listing Entity and follow any of the Listing Entity's instructions. WMDA will keep the Listing Entity apprised at all times about the developments relating to the data breach and the measures that it is taking to minimise the consequences of the data breach and to prevent reoccurrence of the data breach.
- 7.3. Where necessary and as directed by Listing Entity, WMDA will cooperate with Listing Entity in properly informing the data subjects.

8 Cooperation with Supervisory Authorities

- 8.1. If a supervisory authority is appointed for the Listing Entity under or pursuant to the law, said supervisory authority will at all times be entitled to conduct or commission an audit at WMDA to verify the performance of the Agreement and/or other agreements concluded between the Listing Entity and WMDA. For purposes of said audit, the supervisory authority is authorised, among other things, to request and inspect the information exchanged between the Parties – which explicitly includes emails and other communications between the Parties – and other relevant documents. WMDA will provide its full cooperation in such an audit.
- 8.2. WMDA will cooperate, on request, with the supervisory authority in the performance of its tasks.

9 Term and Termination

9.1. Term

This agreement will commence on the date of its signature and will continue unless terminated earlier by either Party as provided below.

9.2. Termination

- i. Listing Entity will be entitled to terminate this Agreement at any time in writing to the WMDA with immediate effect if the WMDA terminates its activities (including the closure of the WMDA).
- ii. Listing Entity may terminate this Agreement on sixty (60) days' prior written notice.
- iii. WMDA may terminate this Agreement if the Listing Entity no longer has a membership status with WMDA.

On termination of this Agreement, WMDA must return to the Listing Entity or dispose of, in accordance with the Listing Entity's written instructions, all confidential Personal Data of the Listing Entity and any other Data provided by the Listing Entity pursuant to this Agreement, unless Union or Member State law requires storage of the Personal Data. Representations and obligations to preserve the confidentiality of Data will survive the termination of this Agreement. The Parties must delete or destroy all confidential information in Party's possession within fifteen (15) days of Agreement termination, or upon the request of the data controller using commercially acceptable methods.

10. Data Transfers to Non-EU Countries

- 10.1. On behalf of the Listing Entity, WMDA may process Data outside the European Union ("EU" or "Union") for the operation of the Search & Match Service for the Purposes and as provided in this Agreement, particularly in respect of the provision of Data to third parties as laid down in clause 4.
- 10.2. In the absence of an adequacy decision by the European Commission (which allows the free flow of Personal Data from the European Economic Area ("EEA") to designated countries, without having to implement any additional safeguards) and of EU standard contractual clauses ensuring such adequate safeguards for Personal Data transferred from the EEA to countries outside the EEA, the Listing Entity represents and warrants that it has obtained the informed and explicit consent, as applicable privacy regulations dictate, from the Donors and Patients of which it collects Data (after the Donors and Patients have been informed of the possible risks of such transfers for the data subject due to the absence of an adequacy decision and appropriate safeguards) for the transfer of Data by WMDA to WMDA members and users from the Search & Match Service located outside the EEA, as defined in clause 4.5. This, in order to cover the transfer of Data from WMDA as data processor to the Users located outside the EEA.

11 Choice of law and forum

- 11.1. This agreement is governed by the laws of the Netherlands.
- 11.2. Any dispute related to this Agreement, whether contractual or arising from unlawful act, must be exclusively brought before the courts of The Hague in the Netherlands.

World Marrow Donor Association

Name: Lydia Foeken

Title: CEO

Date: 22 May 2019

Signature:



Listing Entity

Name: Yoshihisa Kodera

Title: President

Date: 7/19/2020

Signature:

DocuSigned by:
Yoshihisa Kodera
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APPENDIX 1: APPROVED SUB-PROCESSORS

Name	Location	Processing purpose
Leaseweb	Amsterdam, The Netherlands	Hosting
Damecon	Rotterdam, The Netherlands	Service provider for private rack at Leaseweb
OptiMaS	Ulm, Germany	Matching Service Provider
Be The Match/NMDP	Minneapolis, USA	Matching patients in internal system
ZKRD	Ulm, Germany	Matching patients in internal system
Gift of Life	Boca Raton, USA	Matching patients in internal system
France Greffe de Moelle Registry - FGM	Saint-Denis La Plaine Cedex, France	Matching patients in internal system
Italian Bone Marrow Donor Registry	Genoa, Italy	Matching patients in internal system