

General Terms & Conditions – Hartwig Medical Database

Version: 1.0
Date: 1 September 2026

Article 1 – Applicability

- 1.1 These General Terms & Conditions Hartwig Medical Database (the **General Terms**) shall govern and apply to the Agreement and any other transfer of data from the Hartwig Medical Database to Institution (each as defined in Article 2 (Definitions) by Hartwig.
- 1.2 Hartwig may amend these General Terms by publishing the amended version on Hartwig's website, provided that amendments which are materially adverse to Institution in writing, stating the effective date. Such amendments take effect 60 days after notification, unless Institution objects in writing within that period. If Institution does not object within this period, it shall be deemed to have accepted the amendment. Amendments to the General Terms that are not materially adverse to Institution take effect immediately upon publication. Hartwig may amend the Publication Policy, the Rules of Procedure Data Access Requests and the Guiding Principles at any time by publishing the amended document on Hartwig's website. Such amendments take effect upon publication.

Article 2 – Definitions

Applicable Legislation: all relevant laws, regulations, guidelines, codes of conduct and other legislation as applicable from time to time, in particular legislation in relation to scientific research and the processing and protection of personal data, including but not limited to the General Data Protection Regulation (EU/2016/679) (*Argemone verordening gegevensbescherming*) (the **GDPR**) and the Dutch GDPR Implementation Act (*Uitvoeringswet algemene verordening gegevensbescherming*) (the **UAVG**) and including where applicable guidance issued by relevant authorities.

Applicant: the individual requesting Hartwig Data from the Hartwig Medical Database and who, together with an authorized signatory of Institution, signs the Data Access Request Form.

Agreement: the documents governing the access to and use of Hartwig Data between Hartwig and Institution, consisting of these General Terms, the Data Access Request Form (as signed by Applicant and Institution and approved in writing by the Board), the Publication Policy, the Rules of Procedure Data Access Requests, the Guiding Principles and, if Article 10 (Data Transfer: No Adequacy Decision) is applicable, the EU Standard Contractual Clauses.

Board: the board of directors of Hartwig.

Data Access Board: the independent body that advises the Board on the legal, ethical and societal aspects of a Data Access Request.

Data Access Request: the request for access to Hartwig Data, describing the purpose of the request and the use of the Hartwig Data by the Applicant and Researcher(s).

Data Access Request Form: the form provided by Hartwig for a Data Access Request, filled in completely and signed by Applicant and Institution.

Data Linkage: the linkage between data from the Hartwig Medical Database with data from other data sources, using personal data specifically for the purpose of linkage.

EU Standard Contractual Clauses: the unmodified standard contractual clauses (Module I: controller – controller), which, if Article 10 (Data Transfer: No Adequacy Decision) is applicable, form an integral part of the Agreement.

Guiding Principles: Hartwig's guiding principles, as amended from time to time, which form an integral part of the Agreement.

Hartwig: *Stichting* Hartwig Medical Foundation, a foundation dedicated to improving care for patients with cancer by, among others, making data available for research.

Hartwig Data: data included in the Hartwig Medical Database, which may include personal data.

Hartwig Medical Database: the collection of clinical and genetic data of cancer patients (including any updates, additions and modifications thereto) compiled, facilitated and maintained by Hartwig, and which is systematically and methodically arranged and individually accessible by electronic means, and in respect of which a substantial investment has been made by Hartwig in obtaining, verifying and/or presenting its contents.

Institution: the party (or in case of a multi-center request: parties) with which the Applicant is affiliated and whose authorized signatory, together with the Applicant, signs the Data Access Request Form and who is a contractual party to the Agreement.

Publication: any publication or other form of communication of results, including but not limited to articles, abstracts, presentations, reports or other outputs that is based on, involves and/or mentions Hartwig Data obtained from the Hartwig Medical Database.

Publication Policy: Hartwig's publication policy, as amended from time to time, which forms an integral part of the Agreement.

Renewal Request: the request for a renewal of the term of the Agreement with maximum 2 years, or a further renewal request as described in Article 6.6.

Research Project: the research project that involves the use of the requested Hartwig Data, as described in the signed Data Access Request Form.

Researcher(s): any individual(s) involved in conducting the Research Project described in the Data Access Request Form and authorized to access and use the Hartwig Data, including the Applicant where the Applicant itself is involved in the Research Project.

Rules of Procedure Data Access

Requests: Hartwig's rules of procedure Data Access Requests, as amended from time to time and which form an integral part of the Agreement.

Scientific Council: the independent body that advises the Board on the scientific aspects of a Data Access Request.

Article 3 – Compliance

- 3.1 Institution shall ensure that Applicant and Researcher(s) comply with the Agreement, and that each of them are made aware of, and are actively informed of all documents forming part of the Agreement, publicly available on www.hartwigmedicalfoundation.nl.
- 3.2 In case a Researcher is replaced by another person for any reason whatsoever, or an additional Researcher is appointed to the Research Project, Institution shall ensure that such person has the same level of experience, knowledge and expertise as the initial Researcher. Institution shall also ensure that such person is bound by and complies with the obligations under the Agreement. Institution shall inform Hartwig if a Researcher is replaced or any additional Researchers require access to the Hartwig Data via dataaccess@hartwigmedicalfoundation.nl
- 3.3 The Institution shall be liable for the acts and omissions of the Applicant and the Researcher(s) in relation to the access and use of the Hartwig Data as if such acts or omissions were the Institution's own.

- 3.4 The Applicant shall act as the primary contact person for all communications, notifications and requests in connection with the Agreement. Hartwig may rely on the Applicant as the authorized point of contact on behalf of the Institution and the Researcher(s) with respect to any matters relating to the Agreement, unless notified otherwise in writing by Institution.

Article 4 – Data Access Request & Conclusion of Agreement

- 4.1 To request a specific set of Hartwig Data from the Hartwig Medical Database, Applicant shall submit a Data Access Request Form.
- 4.2 Hartwig shall review the Data Access Request Form and assess its admissibility with respect to its completeness and legal and scientific accuracy. An admissible Data Access Request Form is signed by Applicant and Institution, and shall be construed as an offer by Institution to enter into the Agreement with Hartwig under, amongst others, these General Terms. Institution agrees and acknowledges to exclude the applicability of any other general terms, including the general terms of Institution.
- 4.3 By signing a Data Access Request Form, Institution:
- warrants and represents that the information contained in the Data Access Request Form is complete, accurate and not misleading;
 - warrants and represents that the information contained in the Data Access Request Form provides a sound view and enables Hartwig to duly assess all relevant aspects of the Data Access Request;
 - warrants and represents that the Institution's signature is from a representative authorized to sign on behalf of Institution;
 - agrees that the Data Access Request shall be assessed by Hartwig in accordance with these General Terms, the Rules of Procedure Data Access Requests, the Guiding Principles and any other internal documents at

Hartwig, including Hartwig's articles of association;

- confirms that each Applicant and Researcher(s) take full account of these General Terms, the Rules of Procedure Data Access Requests, the Guiding Principles and the Publication Policy, and any future amendments, and agrees to comply with these documents.

- 4.4 A signed Data Access Request Form shall be assessed by the Scientific Council and Data Access Board in accordance with the Rules of Procedure Data Access Requests, who shall each provide their advice to the Board. The Board shall decide if the requested Hartwig Data can be made available. Applicant and Institution shall be notified of the decision of the Board without undue delay.
- 4.5 A decision by the Board approving the Data Access Request in writing shall be construed as acceptance of the offer by Institution and upon such decision, the Agreement becomes effective.

Article 5 – Data Linkage

- 5.1 If Institution (or a third party on behalf of Institution) performs Data Linkage involving requested Hartwig Data, the Institution is responsible for complying or ensuring that the third party complies with Applicable Legislation. This includes in any case the obligation to perform a data protection impact assessment, in order to establish whether Data Linkage is allowed.
- 5.2 Hartwig is entitled to refuse making Hartwig Data available if it determines that the Data Linkage result is not sufficiently reliable. Hartwig reserves the right to request additional personal data and/or information from Institution if the data provided for Data Linkage are deemed insufficiently usable for Data Linkage.

Article 6 – Reservation of Rights & License to Hartwig Data

- 6.1 Hartwig is exclusively entitled to and retains all intellectual property rights, including but not limited to any database

rights, in relation to the Hartwig Medical Database. Unless explicitly agreed, nothing in the Agreement shall be construed as a right to use intellectual property rights or as a transfer of any intellectual property rights from Hartwig to Applicant, Researcher(s) or Institution.

- 6.2 Hartwig grants Institution a limited, non-exclusive, royalty-free (subject to Article 6.4), revocable, non-transferable and non-sublicensable license to use the requested Hartwig Data for an initial term of maximum 2 years, for the sole purpose of conducting the Research Project and in accordance with the terms of the Agreement.
- 6.3 The license granted in Article 6.2 is controlled access based and may only be exercised by the Applicant and Researcher(s). Institution shall ensure that access to and use of the Hartwig Data is limited to Applicant and Researcher(s) and that Applicant and Researcher(s) comply with the terms of the Agreement.
- 6.4 Hartwig reserves the right, at its sole discretion, to require the payment of a reasonable fee for costs and efforts by Hartwig in making the Hartwig Data available to Applicant and Researcher(s). Hartwig shall inform Institution as soon as possible in writing of any applicable fee setting out the details of the fee, and access to the Hartwig Data may be made conditional upon payment of such fee. In case the Institution is not willing to pay the fee requested by Hartwig, Institution may terminate the Agreement with immediate effect.
- 6.5 After 1 year, Institution may request an update of the Hartwig Data. An update of the Hartwig Data includes data that have been included in the Hartwig Medical Database since the Data Access Request was approved by the Board (e.g. new samples or improved data fields) and that fall within the scope of the Hartwig Data requested in the Data Access Request Form.
- 6.6 The initial term of the Agreement is maximum 2 years. Applicant and

Institution may submit a Renewal Request to extend the Agreement with another term of maximum 2 years. This Renewal Request shall be reviewed by the Data Access Board. The Board shall decide on the Renewal Request. Applicant and Institution must submit the Renewal Request at least 2 months prior to the expiry of the then-current term to ensure continued access to the Hartwig Data. If Applicant and Institution receive a notification of written approval by the Board on the Renewal Request, the term of the Agreement is automatically extended with the approved period of maximum 2 years. Applicant and Institution may submit further Renewal Requests in accordance with the procedure set out in this Article 6.6, each subject to review by the Data Access Board and requiring written approval by the Board, provided that the total term of the Agreement, comprising the initial term together with approved extensions, shall not exceed a maximum of 6 years.

- 6.7 If Institution wishes to use the Hartwig Data for a longer period than 6 years, a new Data Access Request Form must be submitted which shall go through the full review procedure described in Article 4 (Data Access Request).

Article 7 – Data Availability

- 7.1 Hartwig shall make the requested Hartwig Data available to Applicant and Researcher(s) through a controlled access platform. The Applicant and Researcher(s) shall receive a notification when the Hartwig Data is available for access and/or download.
- 7.2 Institution shall ensure that Applicant and Researcher(s) shall:
 - a) only access the requested Hartwig Data on Hartwig's platform through using a valid individual e-mail address on the Institution's e-mail domain;
 - b) activate multi-factor authentication on the relevant account where the Hartwig Data shall be made available; and
 - c) keep their account access details strictly personal and confidential and

not share these with third parties, including other persons within the Institution.

7.3 To ensure compliance with this Article 7 (Data Availability) and the license restrictions in Article 6 (Reservation of Rights & License to Hartwig Data), Hartwig can review the log files or similar trails of Applicant and Researcher(s) relating to the Hartwig Data.

7.4 As soon as Applicant and Researcher(s) have accessed and/or downloaded the requested Hartwig Data, Institution is responsible for safeguarding and further use of the Hartwig Data in accordance with this Agreement and Applicable Legislation.

Article 8 – Data Protection

8.1 Notwithstanding that the Hartwig Data within the Hartwig Medical Database has been pseudonymized, Institution agrees and acknowledges that Hartwig Data may include personal data. Hartwig and Institution are each an independent controller in relation to the processing of Hartwig Data.

8.2 Institution shall:

- a) process the requested Hartwig Data for the sole purpose of the Research Project and in accordance with the Agreement and Applicable Legislation;
- b) ensure it has implemented and maintain appropriate technical and organizational measures to ensure an appropriate level of security of the Hartwig Data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage;
- c) only access, hold, keep, analyze and further use the requested Hartwig Data within the European Economic Area where processing of personal data is subject to the GDPR, only insofar as the Institution is located inside of the European Economic Area; and
- d) maintain complete and accurate records to demonstrate compliance with this Article 8 (Data Protection).

8.3 Institution shall inform Hartwig as soon as possible if the Hartwig Data have been (accidentally) accessed by or disclosed to an unauthorized person or party, lost, altered or destructed, or receives any communication from any data protection supervisory authority in relation to the Hartwig Data.

8.4 Institution shall not attempt to identify or assist any third party in identifying any individual from the Hartwig Data, except for the sole purpose of Data Linkage as described in Article 5 (Data Linkage). Should Institution become aware of any identifiable personal data included in the Hartwig Data, Institution shall:

- a) immediately notify Hartwig that identification occurred explaining the circumstances;
- b) follow Hartwig's instructions to either delete or destroy such personal data, or have those personal data deleted or destroyed by any party or person that has access to the personal data; and
- c) refrain from, and procure that Applicant or Researcher(s) refrain from, contacting any individuals identified.

8.5 Institution agrees and acknowledges that any individual whose data have been included in the Hartwig Data has the right under the GDPR to (among others) request rectification or erasure of personal data related to that individual. Institution shall rectify or erase the relevant personal data immediately upon first request of Hartwig.

Article 9 – Data Transfer: Adequacy Decision

[Only applicable for Institutions located outside of the European Economic Area with applicable adequacy decision]

If the adequacy decision as adopted by the European Commission for Institution's country of main establishment (if applicable) would expire, be withdrawn, invalidated or amended, Institution shall, at Hartwig's request, implement any measures that Hartwig, in its sole

discretion, deems appropriate to ensure continued compliance with applicable legislation. If Institution is unable or unwilling to implement such measures, Hartwig and/or Institution shall be entitled to terminate the Agreement in accordance with the provisions of Article 15 (Term, Suspension & Termination).

Article 10 – Data Transfer: No Adequacy Decision

[Only applicable for Institutions located outside the European Economic Area with no applicable adequacy decision]

10.1 If Institution's place of main establishment is located outside of the European Economic Area which is not subject to an adequacy decision as adopted by the European Commission, Institution warrants and represents that:

- a) it shall not create, or allow to be created, any back doors or similar programming in the appropriate technical and organizational measures mentioned in Article 8 (Data Protection) that could be used by public authorities or other third parties to access the Hartwig Data;
- b) there is no local legislation or government policy applicable to Institution that could be used by public authorities or third parties to access the Hartwig Data or hand over any cryptographic keys that can be used to access and/or decrypt the Hartwig Data;
- c) it has in place adequate standard operating procedures, governing orders or requests from public authorities to access personal data included in the Hartwig Data as processed by Institution; and
- d) it shall as soon as possible notify Hartwig in case of any change of the information provided in the Data Access Request Form related to possible access to the Hartwig Data by public authorities.

10.2 In accordance with Applicable Legislation, Hartwig and Institution have agreed upon the unmodified EU Standard Contractual Clauses (Module I: controller

– controller), as published on Hartwig's public website, which form an integral part of the Agreement.

10.3 In case Institution uses processors (as defined in the GDPR) to process the Hartwig Data, Institution shall ensure that these shall not be subject to legislation that grants powers to public authorities of the country of Institution's main establishment to access the Hartwig Data (such as Section 702 of the US FISA) which go beyond what is necessary and proportionate in a democratic society, with the exception of processors in respect of which technical and organizational measures (e.g. encryption prior to or during transmission of personal data) have been implemented to render access to the Hartwig Data for surveillance purposes impossible or ineffective.

10.4 In the event that Institution receives an order of a public authority to disclose the Hartwig Data, Institution shall:

- a) inform Hartwig as soon as possible;
- b) review the legality of such order and shall challenge such order, unless it reasonably deems that there are no good arguments for such challenge; and
- c) if the order is challenged,
 - a) notify the relevant public authority of the incompatibility of the order with the safeguards contained in the Agreement and the resulting conflict of obligations and seek interim measures to suspend the effects of the order or request until the relevant court has decided on the merits;
 - b) not disclose the Hartwig Data to a public authority until it is required to do so under the applicable procedural rules; and
 - c) limit the disclosure of the Hartwig Data to a public authority to the minimum amount of information permissible based on a reasonable interpretation of the order or request; and
- d) duly document and record all orders for access to the Hartwig Data and any actions taken with respect thereto, which records

shall be made available to Hartwig upon its first request.

Article 11 – Confidentiality

- 11.1 Institution agrees and acknowledges the sensitive nature of the Hartwig Data and the absolute need to treat and keep the Hartwig Data secured and confidential. Institution shall maintain strict confidentiality with respect to the Hartwig Data.
- 11.2 Institution shall ensure that only Applicant and Researcher(s) have access to the Hartwig Data and that the confidentiality and data protection obligations included in the Agreement are imposed to any person that is granted access to the Hartwig Data.
- 11.3 Institution shall at all times remain fully responsible and liable for any breach of the obligations in the Agreement by any person to whom access is provided to the Hartwig Data.
- 11.4 Institution shall as soon as possible provide Hartwig with written information on the safety and confidentiality measures applicable at any time upon the request of Hartwig and agrees to undertake further safety measures deemed necessary by Hartwig.
- 11.5 The confidentiality obligations set out in this Article 11 (Confidentiality) shall not apply to information and/or data that:
- a) is generally known, or without the Institution's fault, becomes generally known;
 - b) has been legitimately obtained by a third party;
 - c) is already known to Institution or has been developed independently of the use of the Hartwig Data; or
 - d) has to be disclosed as a result of a governmental or court order.

Article 12 – Publications

- 12.1 Institution may publish the results of the Research Project with respect to the Hartwig Data as described in the Data Access Request Form, subject to and in accordance with the Publication Policy.

12.2 A Publication shall not include any Hartwig Data in original or raw form, but only research information and/or statistical information that were compiled by using the Hartwig Data. Institution acknowledges and agrees that in any event a Publication shall not contain any personal data, nor shall Institution attempt to identify, or assist any third party in identifying, any individual from the Hartwig Data.

12.3 Institution is not allowed to provide or give access to the Hartwig Data in original or raw form to any third party in connection with a Publication for purposes of verification, review or any other purpose. Any party that wishes to receive access to the Hartwig Data in original or raw form for purposes of verifying the results of the Research Project shall be referred to Hartwig.

12.4 Institution agrees and acknowledges the contribution of Hartwig and relevant third parties in any Publication(s) in accordance with the Publication Policy.

- 12.5 Hartwig is entitled to publish the following information on its public website:
- a) names of Institution, Applicant and Researcher(s);
 - b) title and description of the Research Project and a summary of results;
 - c) date of Board approval of the Data Access Request; and
 - d) the Publication or a hyperlink to the Publication.

Article 13 – Limitation of Liability

- 13.1 Hartwig makes the Hartwig Data available on an "as is" and "as available" basis. While Hartwig endeavors to ensure that the Hartwig Data is as accurate and up-to-date as possible, Hartwig gives no guarantees, warranties or representations of any kind, including as to the accuracy and/or completeness of the Hartwig Data and the Hartwig Medical Database in general. Hartwig disclaims all guarantees, warranties or representations, including any implied guarantees, warranties or representations of merchantability, fitness

for a particular purpose, and non-infringement, and does not warrant or represent that the Research Project will achieve any particular result.

13.2 Hartwig is not responsible and/or liable for any damage suffered by Institution, Applicant, Researcher(s) and/or third parties that arise directly or indirectly from or in connection with the Hartwig Medical Database or the use of Hartwig Data.

13.3 Regardless of the basis of any claim by Institution, whether based on the Agreement, a relating agreement or tort, Hartwig's liability shall never exceed the amount of direct damages actually suffered.

13.4 Under no circumstances shall Hartwig be liable towards Institution, Applicant, Researcher(s) or any third parties for:

- special, incidental, indirect, consequential or punitive damages
- lost profits, business, revenue, goodwill or anticipated savings; and/or
- any third party claim against Institution, Applicant or Researcher(s).

13.5 The aforementioned limitations do not apply in case of willful misconduct or gross negligence by Hartwig.

13.6 Institution agrees to defend, indemnify and hold Hartwig harmless against any liability, losses, damages or costs (including legal costs and administrative fines) incurred or suffered by Hartwig as result of any breach, negligent act or omission or willful misconduct on the part of Institution or its affiliates, employees, subcontractors and other third parties, arising directly or indirectly from the performance (or non-performance) by Institution of any of its obligations under the Agreement.

Article 14 – Audit Rights

14.1 At Hartwig's first request, Institution shall provide information, records and documentation in order for Hartwig to be able to verify compliance with the Agreement.

14.2 At Hartwig's request, Institution shall permit Hartwig or its representatives to have access to the Hartwig Data, access logs or similar trails and systems on which the Hartwig Data is stored to conduct an inspection of compliance with the Agreement, especially compliance with Article 8 (Data Protection) and Article 11 (Confidentiality). Institution shall promptly provide all reasonable cooperation and assistance reasonably requested by Hartwig in connection with such inspection or audit. Such inspection or audit shall be conducted during normal business hours, on a date agreed upon by the Parties and in the presence of a representative of Institution. Hartwig shall procure that the representatives conducting an inspection or audit shall be bound by appropriate confidentiality obligations. Unless Hartwig has reasonable grounds to suspect a breach of this Agreement, Hartwig shall not exercise its audit rights under this Article more than once in any 12-month period. The audit rights set out in this Article shall survive termination or expiration of the Agreement for a period of 2 years.

Article 15 – Term, Suspension & Termination

15.1 The Agreement shall commence on the date on which the Board approves the Data Access Request in writing, as described in Article 4.5 (Data Access Request).

15.2 The Agreement shall automatically terminate after 2 years (or shorter when the Data Access Request was approved for a shorter period), unless Applicant has submitted a Renewal Request in accordance with Article 6.6.

15.3 Either Party may terminate the Agreement for convenience by written notice to the other Party with a notice period of at least 1 month.

15.4 Either Party may terminate the Agreement with immediate effect by written notice to the other Party in the event that the other Party ceases to carry on its organization or business, ceases to pay its debts,

becomes insolvent or an order is made or a resolution is passed for the liquidation, administration, winding up or dissolution of the other Party.

15.5 In the event that Hartwig reasonably suspects or becomes aware of a material breach of the Agreement by Institution, Applicant and/or Researcher(s), Hartwig may notify Institution and request that such breach be remedied with a reasonable period specified by Hartwig. If such breach is not remedied and without prejudice to any other rights or remedies available to Hartwig under the Agreement or Applicable Legislation, Hartwig may suspend the license granted to Institution in Article 6.2 and the access for Applicant and Researcher(s) to the Hartwig Data pursuant to Article 6.3 for a period of 6 months, which period may be extended by Hartwig. If the breach is not remedied within the periods specified by Hartwig, or if the breach is of such nature that it cannot reasonably be remedied, Hartwig may terminate the Agreement with immediate effect by written notice to Institution. Hartwig shall not be liable for any damages, losses or interruptions resulting from a suspension of the license or access to the Hartwig Data under the Agreement.

15.6 Without prejudice to Article 15.7, if Hartwig determines, at its sole discretion, that a breach of the Agreement by Institution, Applicant and/or Researcher(s) is of such a serious nature, including but not limited to repeated breaches, gross negligence, or willful misconduct, Hartwig may, in addition to any other rights or remedies available to it, permanently or temporarily prohibit Applicant from submitting new Data Access Requests in the future. Hartwig shall notify Institution and Applicant of such a decision in writing. This measure does not affect any obligations of Institution, Applicant and/or Researcher(s) that arise from or in connection with the Agreement, including obligations under Article 11 (Confidentiality) and Article 16 (Deletion of Hartwig Data).

15.7 Hartwig may terminate the Agreement with immediate effect by written notice to the Institution in the event that:

- a) Hartwig in its sole discretion concludes that the Agreement or the execution thereof by Hartwig is contrary to Applicable Legislation or any order from a competent authority, court or tribunal;
- b) Institution (knowingly or unknowingly) acts contrary to any restrictions applicable to Hartwig with respect to the Hartwig Data; and/or
- c) Institution directly or indirectly comes under the control of a third party or enters into a merger or similar transaction with a third party and such Hartwig determines at its sole discretion that such change of control or transaction is or may be detrimental to the interest of Hartwig.

15.8 Expiration or termination of the Agreement shall not prejudice the provisions which by their nature must be deemed to survive termination, including but not limited to Article 11 (Confidentiality), Article 12 (Publications) and Article 16 (Deletion of Hartwig Data).

Article 16 – Deletion of Hartwig Data

16.1 Upon expiration or termination of the Agreement, the license granted in Article 6.2 and access pursuant to Article 6.3 to Hartwig Data shall automatically terminate, and Institution shall as soon as possible:

- a) delete all Hartwig Data that are at that time stored in any of its local computer system, files or both or on any other carrier of information;
- b) confirm this deletion of Hartwig Data to Hartwig in writing; and
- c) no longer access and use the Hartwig Data in any manner whatsoever, with the understanding that the results of the Research Project (not being the original or raw Hartwig Data) may continue to be used by Institution only for publication purposes in accordance with Article 12 (Publications) and Hartwig's Publication Policy.

16.2 Institution is entitled to keep 1 copy of the Hartwig Data for the sole purpose of complying with legal retention obligations that are applicable to Institution pursuant to Applicable Legislation and for no longer than strictly necessary to comply with that applicable legal obligation. In case such legal obligation is applicable, Institution shall inform Hartwig thereof in advance. Institution shall continue to comply with Article 8 (Data Protection) and Article 11 (Confidentiality) with respect to such retained copy for as long as it is retained. Any further access to or use of the Hartwig Data in a retained copy following expiration or termination of the Agreement requires a new Data Access Request Form to be submitted and approved in accordance with Article 4 (Data Access Request & Conclusion of Agreement).

Article 17 – Miscellaneous

17.1 Institution is not allowed to transfer or assign any right or obligation under the Agreement to a third party, unless with the prior written consent of Hartwig to be granted or withheld at Hartwig's sole discretion.

17.2 If any provision of the Agreement is declared void or not enforceable, the other provisions of the Agreement shall remain to be of effect. Parties shall endeavor to replace any void or unenforceable provision by a valid provision which

reflects the parties' original intent to the greatest possible extent.

17.3 The applicability of any general terms and conditions of Institution is expressly excluded.

17.4 Any notice or other communication under or in connection with the Agreement shall be in writing and shall be sent by e-mail to the contact details designated by the relevant party, provided that, in the case of Institution, such contact details shall be those of the Applicant unless notified otherwise in writing by Institution. Any such notice shall be deemed to have been received on the day of transmission, provided that the e-mail is sent on a business day. If the email is sent on a non-business day, it shall be deemed received on the next business day.

Article 18 – Applicable Law & Jurisdiction

18.1 These General Terms, the Agreement and all agreements and obligations arising therefrom or related thereto are construed to and governed by the laws of the Netherlands.

18.2 Any dispute arising out from or relating to the Agreement shall be exclusively submitted to the district court of Amsterdam in first instance.