

## TERMS AND CONDITIONS OF PURCHASE

The purpose of these terms and conditions of purchase (hereinafter the “**Terms and Conditions**”) is to define the general terms and conditions applicable to all orders for materials, equipment, products or services of any kind by a company of the Innate Pharma Group (hereinafter “**Innate Pharma**”) from the co-contractor (hereinafter the “**Co-Contractor**”). The Co-contractor and Innate Pharma are referred to individually as a “**Party**” or jointly as the “**Parties**”.

### 1. Application – Enforceability

The Co-Contractor expressly accepts these Terms and Conditions as specific conditions. In the event of any contradiction between the Co-Contractor's general terms and conditions of sale and these Terms and Conditions, the latter shall prevail.

### 2. Definitions

“**Affiliate**” refers, with respect to a Party, to any person that controls, is controlled by, or is under common control with that Party. For the purpose of this definition, “**control**” (including, with correlative meaning, the terms “controlled by” and “under the common control”) means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such person, whether by the ownership of more than fifty percent (50%) of the voting stock of such person, by contract or otherwise.

“**Order**” means any order for goods and/or services placed by Innate Pharma on the basis of the following documents: Terms and Conditions, purchase order, specifications and, if applicable, any other contractual document(s) such as a commercial proposal, quotation or specifications. In the event of contradiction, these documents shall prevail in the descending order of priority in which they are listed.

“**Innate Pharma Group**” means Innate Pharma SA and any entity that controls, is controlled or under common control (within the meaning of Article L. 233-3 of the French Commercial Code) of Innate Pharma SA.

“**Confidential Information**” means any written, oral, visual, electronic or graphic information or data, including, without limitation, any technical, financial, legal, commercial, strategic, technological, clinical and pre-clinical, production or research information or data, or of any other nature communicated by one of the Parties (hereinafter referred to as the “**Disclosing Party**”) to the other Party (hereinafter referred to as the “**Receiving Party**”) or of which the Receiving Party may become aware in the course of the performance of the Order.

“**Result**” means all or part of any deliverable expected in connection with the Order, including but not limited to the results of research services, communication and/or marketing creations by communication agencies, studies, designs, developments, configurations, test reports, customizations, software, related documentation, etc.

“**Generic Result**” means any part of the Result(s) that was not obtained, designed, performed and/or configured solely for or at the request of Innate Pharma.

“**Specific Result**” means the entirety of the Result(s), excluding the Generic Result(s), i.e. any part of the Result(s) obtained, designed, performed and/or configured specifically for Innate Pharma.

### 3. Subcontracting, economic dependency and assignment-transfer

The Co-Contractor may under no circumstances assign, transfer or subcontract the obligations contracted with Innate Pharma without its prior written consent. In any event, the Co-Contractor shall remain fully liable to Innate for all work performed by its subcontractors, including its Affiliates. The Co-Contractor undertakes to diversify its customer base in order to prevent any risk of economic dependency, and acknowledges that it is in a position to continue to develop its customer base.

### 4. Performance and delay in performance

The date(s) of performance is/are the date(s) specified in the Order and shall be respected by the Co-Contractor. The performance must comply with the obligations agreed between the Parties. The date(s) of performance shall mean the date(s) of delivery of the deliverables or performance of the services in compliance with the needs expressed. Non-compliant performance shall not automatically lead to an extension of the execution deadlines. Innate Pharma is entitled to refuse and/or terminate all or part of an Order that is not in conformity and/or that is not executed within the period of time specified in the Order.

All the deadlines and/or dates mentioned in the Order are imperative. The Co-Contractor acknowledges that compliance with these deadlines and/or dates constitutes one of the essential and determining conditions of the Order, without which Innate Pharma would not have contracted. If, for reasons attributable solely to Innate Pharma, the performance of the Order is interrupted, the deadlines originally set shall be postponed accordingly, unless otherwise agreed by the Parties.

### 5. Regulation and quality

The Order must comply in all respects with the legal and regulatory requirements in force, in particular with regard to:

- i) the quality, composition, presentation and labelling of the goods;
- (ii) labor and employment law; and
- (iii) environmental law.

The Co-contractor undertakes, in particular, to comply with the legal and regulatory provisions in force applicable to it, and to provide the Purchaser on its request with information relating to the consequences of the company's activity on the environment, given according to the nature of this activity and its effects.

The goods and services must be performed and delivered in compliance with any and all applicable regulations, including in accordance with the local regulations of the place of destination and/or performance of the Order, enabling those goods and services to be made compliant with their intended use. The Co-Contractor must also comply with the Innate's compliance, ethical, health and safety rules which have been communicated to the Co-Contractor if appropriate. The Co-Contractor is liable and responsible for identifying and implementing all quality control procedures required ensuring that the performed services and/or delivered goods are in compliance with the Order. The Co-Contractor must ensure that all its employees and all the employees of its agents and subcontractors comply with the rules of Innate's sites when they are present on the Innate's premises, and in particular with the regulations regarding the respect of

confidentiality, health and safety, personal protection and protection of the environment.

## 6. Price

It is agreed that the price stipulated in the Purchase Order is a lump sum. It has been determined by the Co-Contractor alone and under its responsibility, on the basis of the information communicated at its request by Innate prior to conclusion of the present Order. Unless otherwise indicated in the Order, the prices of the goods and/or services indicated in the Order are fixed and definite and include all taxes and duties, excluding Value Added Tax (hereinafter "VAT"). Invoices shall be paid at thirty (30) days end of month by bank transfer, unless otherwise specified in the Order. The Co-contractor is required to send Innate Pharma an invoice in accordance with the applicable regulations. Invoices must be sent electronically, in a format that guarantees their integrity, authenticity and legibility, to the following address: [e-facture@innate-pharma.fr](mailto:e-facture@innate-pharma.fr). In the event of late payment of undisputed invoices, the interest rate is set at three (3) times the legal interest rate. A flat-rate compensation equal to forty Euros (40 €) shall be due as of right by Innate.

Innate shall not reimburse any costs incurred by the Co-contractor, unless Innate's prior written consent.

Goods and services delivered and/or performed which are not compliant with the Order may be rejected by Innate within a period of fifteen (15) days following their performance and/or delivery. In case of the delivery of goods rejected by Innate, the Co-Contractor must collect said goods from the Innate's premises at its expenses within fourteen (14) working days following the notice of rejection, failing which Innate reserves the right to return the rejected goods to the Co-Contractor, or to store them, at the Co-Contractor's expenses.

Each of the Parties expressly authorizes the other Party to set off the sums owed by itself or any assignee of the invoices against those owed by the Co-contractor, for any reason whatsoever, under the conditions of articles 1347 and following of the French Civil Code.

## 7. Intellectual Property

### 7.1. Pre-existing rights

Subject to the provisions of this Article 7, each Party shall retain exclusive ownership of the intellectual property rights, methods and know-how that are specific to it and that it has developed prior to the existence of their relationship.

### 7.2. Innate's Material

Any documentation, information, tools or material (hereinafter the "**Material**") transferred to the Co-contractor by or on behalf of Innate Pharma in connection with the Order shall remain the exclusive property of Innate Pharma.

The Co-contractor undertakes to use Innate Pharma's Material solely for the purposes of the Order and not to transfer said Material to a third party for any purpose whatsoever without Innate Pharma's prior written consent.

### 7.3. Assignment of the rights over the Specific Works

The Specific Works are the exclusive property of Innate Pharma. Consequently, the Co-contractor transfers to Innate Pharma, on an exclusive basis and as and when they are realized, all rights relating to the Specific Works, including the intellectual property rights attached to the Specific Works.

This assignment, which is irrevocable notwithstanding any termination of the Order for any reason whatsoever, is made for

the whole world and for the legal duration of the intellectual property rights concerned, including any legal prorogation for whatever reason.

In relation thereto, the following rights are in particular assigned to Innate Pharma:

- i) the right to reproduce, duplicate, print or record, regardless of the number of copies, all or part of the Specific Works, on any medium (in particular computer or digital), in all formats and by any means (regardless of whether the media, formats or means are already known or not), whether permanently or temporary, including though any loading, display, execution, transmission or storage operation, on any sites;
- ii) the right to adapt, correct, modify, the Specific Works, in whole or in part and in all forms, for the purpose of all types of exploitation including to integrate all or part of the Specific Works to any pre-existing work or any work to be created in the future and to create derivative works, the right to correct errors, the right of monitoring and maintenance, the right of integration, in whole or in part, with or without modification, the right of interface and the right of de-compilation;
- iii) the right to translate all or part of the Specific Works in any language, including computer language;
- iv) the right to represent, broadcast, communicate, make available to the public the Specific Works, in whole or in parts, by any mean whether or not already known and notably by any communication network including television and radio broadcasting, satellite transmission, cable distribution, digital transmission;
- v) the right to exploit, market, publish, broadcast, edit and re-edit, commercialize, license or assign, to lease, to loan reproductions of the Specific Works, in whole or in parts, regardless of the number of printouts, including derivative and secondary rights, whether for free or valuable consideration.

In its capacity of exclusive assignee of the intellectual property rights relating to the Specific Works, Innate Pharma may freely exploit and dispose of the Specific Works including file any application for an intellectual property title on all or part of the Specific Results.

The Co-Contractor undertakes to take all necessary steps and to provide Innate Pharma with all elements and documents necessary to give full effect to this assignment.

### 7.4. License on the Generic Works

The rights over the Generic Works remain the exclusive property of the Co-Contractor.

The Co-Contractor grants an irrevocable, free and non-exclusive license to Innate Pharma on the Generic Works necessary for the use and/or exploitation of Specific Results, in particular for the rights listed in Section 7.3 i) to v) above. This license is granted as soon as and when the Generic Works are created, for the whole world and for the duration of the intellectual property rights concerned, including any legal prorogation for whatever reason.

Innate Pharma may transfer the license relating to the Generic Work, or grant sub-licenses, to all Affiliates and all third parties

to serve its business purposes or Innate Pharma's Affiliates purposes.

Notwithstanding any contrary clause, Innate Pharma may retain all the backup copies which have been made for each version of the Generic Results in order to have access to, and to be able to exploit, at all times and, in particular but not exclusively, for archiving, historical and auditing purposes, all the data and/or documents resulting from exploitation of the Generic Results, even after the expiration or termination of the Order.

#### **7.5. Assignment and license consideration**

The assignment of the rights under the Specific Results and the license over the Generic Results are made free of charge or in consideration of a lump sum that the Parties expressly acknowledge as being included in the price due to the Co-Contractor for the performance of the Order.

#### **7.6. Guarantee on Results**

The Co-Contractor hereby undertakes and guarantees that (i) it holds all the rights necessary for the performance of the Order and in order to give full effect to these assignment and license and that (ii) the rights which are being assigned or licensed under sections 7.3 and 7.4 do not infringe any third parties rights. In the event of legal action being brought by a third party against Innate Pharma concerning the intellectual property rights assigned or licensed, the Co-contractor will cover all the costs incurred by Innate Pharma for its defense as well as any amounts it is ordered to pay, without prejudice to damages that Innate could be entitled to claim. In addition, the Co-contractor shall, at its exclusive expense, (i) either obtain permission for Innate Pharma to continue exploiting the disputed Results, (ii) or make available to Innate a non-infringing Results of equivalent or higher quality (iii) or reimburse to Innate the sums received for the Results concerned.

#### **8. Termination for cause**

The Order may be terminated by a Party as of right in whole or in part if the other Party fails to fulfil all or part of its contractual obligations and has not remedied the situation within thirty (30) calendar days of receiving a formal notice to perform sent by registered letter, without prejudice to the damages that the non-defaulting Party would be entitled to claim.

The Order shall be terminated automatically and without delay in the event of failure by the Co-contractor to comply with the provisions of Articles 3, 5, 7, 9, 11, 12, 14 or 15.

The Order may also be terminated by Innate Pharma for reasons of commercial or strategic reorientation, with a thirty (30) calendar day notice.

#### **9. Personnel management**

The Co-Contractor undertakes administrative, accounting, tax and human resources management and the supervision of its personnel, of whom it guarantees the competence, experience and probity. The Co-Contractor exercises alone, and retains, the powers of management, command and supervision over the employees whom it has assigned for the execution of the Order.

For the full term of the Order, the Co-Contractor undertakes to solely assign to the execution of the Order a competent, experienced and motivated team, in order to guarantee the quality of the goods and/or services provided to Innate Pharma. The Co-Contractor undertakes to exert its best efforts to maintain the members of its team in position for the full term of performance of the Order.

The Co-Contractor certifies that its personnel which shall execute the Order is indeed employed in accordance with the legal provisions applicable to all employers pursuing an economic activity in France.

In particular, the Co-contractor undertakes to comply with the social security and tax regulations as well as the provisions of the French Labour Code, including the rules applicable to the fight against undeclared work, and to provide the Client, on the date of signing the Order and then every six (6) months thereafter until the expiry of the Order, with all the relevant certificates, including the "attestation de vigilance" certificate issued by the URSSAF (contributions agency).

#### **10. Audit - Inspection**

Subject to a five (5) calendar days' notice, the Co-Contractor shall authorize Innate Pharma, the supervisory authorities and/or all other competent authorities, to audit the execution of the Order, in particular the conditions of execution but also including financial aspects, even after performance, provided the audit is undertaken during office opening hours, without any additional cost for Innate Pharma. The Co-Contractor undertakes to give Innate Pharma and its partners, if applicable, after receipt of the audit request, all the documentation and data required to prepare optimally for the audit. The Co-Contractor shall strive to the best of its ability, at its expense, to assist Innate Pharma and any partners it may have, in connection with the audit. The Co-Contractor undertakes remedy without any delay, of all the non-compliances or failures to perform which the audit may bring into highlight.

In the event of an inspection or audit of the Co-Contractor by the supervisory authorities, the Co-Contractor undertakes to inform Innate Pharma without delay, and to send the Client a copy of the inspection report.

In addition, Innate Pharma (or the independent audit company appointed by Innate Pharma) may undertake a compliance audit of the Co-contractor at any time, to check compliance with the anti-corruption obligations as specified below.

#### **11. Guarantee**

Without prejudice to all other rights or remedies of Innate Pharma in the event of defective services or non-compliant goods, the Co-Contractor undertakes, at its expense and as Innate Pharma alone sees fit, to make good, replace or re-perform the Order or rapidly take all other necessary corrective measures to remedy the defect.

In any event, the Co-contractor is held liable and undertakes to bear all direct and indirect pecuniary consequences resulting from damage of any kind caused to persons and/or property, as well as measures of withdrawal, suspension, consignment, repossession with reimbursement of Innate Pharma, modification and/or destruction of products, whether these measures are ordered by the public authorities (including the courts) or voluntary and regardless of the reason invoked: in particular in the event of latent defect, non-compliance with a standard or regulation, lack of safety.

#### **12. Insurance and Compensation**

The Co-Contractor certifies that it has purchased an insurance policy covering its professional civil liability from a reputable solvent insurance company, for all damages resulting from performance of the Order. The Co-Contractor undertakes to keep its insurance policy in force for the full term of performance of the Order and for twenty-four (24) months thereafter, and to provide a copy of its insurance certificate at Innate Pharma's first request.

The Co-contractor undertakes to guarantee and indemnify Innate Pharma against all damages, costs and expenses (including legal fees) incurred or suffered by Innate Pharma as a result of or arising

from the breach by the Co-contractor of its obligations up to a limit of three (3) times the total amount of the Order, per damage caused and per contract year. However, this limit does not apply (i) in case of (a) fraud, (b) wilful misconduct or (c) gross negligence or (ii) when the damage results from the non-compliance or violation of (a) the regulations (b) the Parties' obligation of confidentiality (c) the intellectual property rights of third parties and/or Innate Pharma and (d) the obligation to fight against corruption.

### 13. Data protection

Each of the parties undertakes to comply with the regulations in force regarding the protection of personal data.

#### 13.1. Personal data of the Co-contractor

Innate Pharma has established automated personal data processing operations for the purpose of managing its relations with its Co-Contractors. The Co-Contractor accepts expressly that its personal data may be thusly processed.

In accordance with the European General Data Protection Regulation 2016/679 ("GDPR"), the Co-contractor and its employees have the right to access, modify and rectify their personal data, and are entitled to request a limitation on the processing of their personal data by sending an e-mail to the following address: [DPO@innate-pharma.fr](mailto:DPO@innate-pharma.fr)

#### 13.2 Personal data of third parties

Moreover, the Co-contractor undertakes, when acting as a subcontractor for Innate Pharma, to comply with Article 28 of the GDPR and the specific contract that the parties undertake to put in place in accordance with this same article.

### 14. Confidentiality

The Disclosing Party, insofar as it is authorized to do so, shall transmit to the Receiving Party only the Confidential Information it deems necessary for the completion of the Order.

The Receiving Party undertakes that the Confidential Information of the Disclosing Party shall:

- (i) be protected and kept strictly confidential and be treated with the same degree of care and protection as it accords to its own Confidential Information of equal importance, which in any event shall not be less than a strict duty of care ;
- (ii) be disclosed internally only to those of its employees or employees of its Affiliates who are directly and actively involved in the Order and who, as such, have a need to know, provided that such Affiliates are bound by a confidentiality undertaking containing obligations at least as stringent as those contained herein;
- (iii) not be used, in whole or in part, for any purpose other than the Order, without the prior written consent of the Disclosing Party;
- (iv) not be disclosed to third parties or to any person other than those mentioned in paragraph (ii) above; and
- (v) not be copied, reproduced or duplicated in whole or in part when such copies, reproductions or duplications have not been previously authorized by the Disclosing Party in a specific manner and in writing.

All Confidential Information shall remain the property of the Disclosing Party, and upon the first written request of the Disclosing Party and in any event upon expiration or termination of the Order, the Receiving Party undertakes (i) to return all

Confidential Information of the Disclosing Party and any copies thereof or (ii) upon written request of the Disclosing Party, to destroy such Confidential Information by certifying the destruction in writing.

The Receiving Party shall have no obligation and shall not be subject to any restrictions with respect to any Confidential Information it can demonstrate:

- (i) they were in the public domain prior to the date of their communication or, through no fault of its own, became available after their receipt by the Receiving Party;
- (ii) they were already in its possession on the date of their communication by the Disclosing Party, such prior possession being demonstrated by the existence of appropriate documents in its records;
- (iii) their use or disclosure has been authorized in writing by the Disclosing Party;
- (iv) its disclosure has been imposed by the application of a mandatory legal or regulatory provision or by the application of a final judicial decision or a decision of an administrative authority, provided that the Receiving Party has informed the Disclosing Party in advance of such disclosure, that it implements all necessary means to limit the extent of such disclosure and that the confidentiality of the Confidential Information is otherwise strictly maintained

It is expressly agreed between the Parties that the disclosure by the Parties to each other of Confidential Information under the Order shall in no way be construed as conferring, expressly or impliedly, upon the Receiving Party any right, license, title or interest in or to the Confidential Information of the Disclosing Party or in the materials, inventions or discoveries to which it relates. The same applies to copyright or other rights attached to literary and artistic property, trademarks or trade secrets.

The obligations of confidentiality and restrictions on use provided for in this Article 14 shall remain in force until the Confidential Information becomes public knowledge through no fault of the Receiving Party or its Affiliates.

### 15. Conflicts of interest; Transparency; Anti-corruption

The Co-Contractor declares, on the signing date of the Order, that it is capable of performing its obligations without any circumstance relating to it or relating to a member of its circle of acquaintances (family, relations, friends, close friends or persons or organizations with which the Co-Contractor has or has had political business relations) possibly constituting a conflict of interest with its participation in the event/in the present project, or as a consequence of any remunerations and/or benefits, whether direct or indirect, received by the Co-Contractor. The term "conflict of interests" is understood to mean all personal interests which might influence or appear to influence the manner in which the Co-Contractor (or any member of its circle of acquaintances) performs the duties and responsibilities also commissioned from it. The Co-Contractor undertakes to inform Innate Pharma immediately of any change likely to lead to a potential conflict of interests.

In accordance with the regulations applicable in the country of the Co-contractor, Innate Pharma may be required to make public certain information concerning the Order, the Co-contractor and the payments made.

In case a Beneficiary (as defined hereafter) is directly or indirectly concerned by the performance of this Order, any interaction between the Co-contractor and the Beneficiary during the performance of the Order must comply with the applicable local laws (in particular but not limited to the provisions of the French

Public Health Code and France's so-called "anti-gift law", i.e. articles L. 1453-3 and following).

If Innate Pharma does not remunerate the Beneficiary and/or not cover a Beneficiary's expenses, the Co-contractor will have sole responsibility for disclosing the links with each Beneficiary on the local transparency bases. The Co-contractor must respect the market value applicable locally and the hospitality amounts applicable locally. Innate Pharma will not be responsible for paying the Beneficiary and will have no say in the choice of the Beneficiary.

In the event that Innate Pharma remunerates the Beneficiary and/or cover a Beneficiary's expenses, Innate Pharma will be responsible for disclosing the links with said Beneficiary on the local transparency bases. Innate Pharma must respect the market value applicable locally and the hospitality amounts applicable locally.

"Beneficiary" refers to healthcare professionals, students, associations and civil servants as defined in article L. 1453-4 of the French Public Health Code.

The Co-Contractor represents, warrants and covenants that it with respect to the performance of its obligations under the Order or to any matter arising out of or in connection with the Contract: (a) complies with applicable Anti-Corruption Laws (as defined below) and Innate Pharma's Charter of Ethics and Code of Conduct as amended from time to time, and has taken knowledge and fully understand the content of these laws and policies; (b) has not offered and will not offer any advantage to any Government Official or Public Official (as commonly defined in countries legislations and by OECD) which would violate applicable Anti-Corruption Laws; (c) has not promised, offered and granted will not promise, offer and grant any advantage to any person or entity which would violate applicable Anti-Corruption Laws; (d) has not requested and will not request, directly or through any other person or entity, any service, action or inaction by any other

person or entity which would violate applicable Anti-Corruption Laws; and (e) has not requested and will not request, directly or indirectly, an advantage which would violate applicable Anti-Corruption Laws (f) has trained, and will continue to train, all its employees for preventing any corruption act.

The term "**Anti-Corruption Laws**" means all of the laws, rules, regulations and other legally binding measures relating to bribery, corruption, money laundering, fraud or similar activities.

Without prejudice to any other express remedies referred to elsewhere in the Order or any rights and remedies available at law or in equity, in the event of a breach of this Article by the Co-Contractor, Innate Pharma has the right to take whatever action it deems appropriate including the right to terminate the Order with immediate effect and will not be liable to pay any compensation to the Co-Contractor for any other loss or damage howsoever arising as a result of a termination of the Order under this section.

## 16. Applicable law and court with jurisdiction

In the event of any dispute arising out of this Order, the Parties undertake to come together and to endeavour to resolve the dispute by amicable means. However, the Parties have agreed that they will not be obliged to apply the amicable procedure before taking urgent or interim legal action. All disagreements between the Parties of any kind whatever relating to the Order shall be settled in accordance with French law, excluding rules of conflicts of laws, and shall be subject to the exclusive jurisdiction of the courts with jurisdiction of Paris, France.

## Annexes

The following annexes form an integral part of this Order:

- Annex 1: Personal data protection
- Annex 2 : Registration Form – to be completed if applicable

**ANNEX 1 – PERSONAL DATA PROTECTION****DATA PROTECTION APPENDIX  
APPLICABLE TO VENDOR/SERVICES PROVIDER ACTING AS DATA PROCESSOR****Context:**

This appendix is required by article 28 of the General Data Protection Regulation 2016/679 (“GDPR”). The definitions of the words in capital letters are the defined in the GDPR.

**ARTICLE 1- CO-CONTRACTOR PERSONAL DATA**

- 1.1 Innate Pharma is processing the Co-Contractor’s Personal Data in order to manage its relationship with its contractors as required by the performance of the contract.
- 1.2 Innate Pharma also informs the Co-Contractor that its sites, in which the Co-Contractor may perform the services and the contract, are subject to video protection systems in order to ensure the safety of people and property (as legitimate interests of Innate Pharma), and for which Innate Pharma is the Data Controller. The Co-Contractor shall be fully and solely responsible for informing its personnel of the existence of such video protection systems in accordance with applicable laws and regulations.
- 1.3 With regards to the GDPR, the Co-Contractor and its personnel have the right to access, modify and rectify its Personal Data and to request a restriction of the Processing of its Personal Data by sending an email at the following address: [DPO@innate-pharma.fr](mailto:DPO@innate-pharma.fr). The Co-Contractor may also lodge a complaint with the Data Protection Authority (le CNIL) related to Innate Pharma’s compliance with the applicable data protection laws and regulation.
- 1.4 All relevant information concerning the Processing of the Co-Contractor’s personal data is available on the Innate Pharma website.

**ARTICLE 2- THIRD PARTY PERSONAL DATA**

- 2.1 As part of the services performed under the contract, Innate Pharma may need to process the Personal Data in accordance with applicable laws. In this event, the Co-Contractor undertakes, as the Data Processor, to act on the instructions provided in writing by Innate Pharma, who is the Data Controller, in compliance with the applicable data protection laws.
- 2.2 The Co-Contractor is particularly committed to respecting the purpose(s) of the Processing, the data retention period, the categories of Personal Data and Data Subjects as provided by Innate Pharma hereinafter in the attached document “register form”, and to implement any appropriate measure to ensure the security, integrity and confidentiality of the Personal Data.
- 2.3 The Co-Contractor represents and warrants that the Personal Data will not be destroyed, modified or altered in any unauthorized manner and that no unauthorized third party may have access to such Personal Data. The Co-Contractor shall ensure a full confidentiality of the Personal Data by allowing to access or to have disclosure only to persons duly authorized by the Co-Contractor.
- 2.4 The Co-Contractor undertakes to assist Innate Pharma in ensuring compliance with its obligations regarding the Processing of Personal Data and to make available to Innate Pharma all information necessary to demonstrate compliance with such obligations. Such assistance shall take into account the nature of the Processing and the information available to the Co-Contractor and includes assistance for: (a) the implementation of the appropriate technical and organizational security measures, (b) the management, notification without undue delay after becoming aware, investigation, remedial measures, related to a personal data breach, (c) the carrying out of a data protection impact assessment where necessary, (d) the cooperation with data protection authorities when necessary, and (e) the management of requests or claims from Data Subjects exercising their rights. The Co-Contractor shall allow for and contribute to audits conducted by Innate or any third party engaged by Innate Pharma.
- 2.5 The Co-Contractor shall not engage a subcontractor (including any of its affiliates) to Process the Personal Data without prior written authorization of Innate Pharma. In any event, the Co-Contractor shall impose on its authorized subcontractors data protection obligations no less stringent than as set out in this article. Such authorized subcontractors are deemed to act as sub-processors. The Co-Contractor shall remain fully liable to Innate Pharma for its subcontractors’ acts, omissions and defaults.
- 2.6 At the end of the data retention period and at Innate Pharma’s discretion, the Co-Contractor will delete or return all the Personal Data to Innate Pharma. In the case of deletion, the Co-Contractor shall specify to Innate Pharma the modus operandi used for deletion of Personal Data.
- 2.7 In the event that the Co-Contractor or any of its subcontractors would process Personal Data outside of the European Union, in a country that does not have an adequate level of protection as defined by the European Commission, the Co-Contractor undertakes to comply with the European Union’s Model Clauses provided by the European Commission, applicable as of the Effective Date. If applicable, the Co-Contractor will inform Innate Pharma of its adherence or not to the Privacy Shield principles established between the European Union and the United States of America on July 12th 2016. If so, the Co-Contractor undertakes to provide Innate Pharma within a reasonable delay with a certificate of such adherence and compliance to the Privacy Shield.

**ANNEXE 2 – Register Form – If applicable, please complete this document**

**Validation**

<b>Name:</b>	<b>Date:</b>
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**Data Controller**

INNATE PHARMA
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**Comments**

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**Name of the data processing**

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**Update(s)**

DATE	SUBJET

Fields	Content
Purpose of the data processing	
Detailed description of the data processing purposes and, if any, the connections with other tools or software	
Data Processor (entity or Department in charge of the implementation of the data processing)	
Contact information for exercising the rights (access, rectification, deletion...)	
Categories of data processed (identity, health...)	
Categories of data subjects (employees, patients, vendors...)	
Entitled recipients of the data (inside or outside Innate Pharma)	
Data retention period	
Documentation (list of attached documents)	
Data transfers outside European Union	
Security and confidentiality measures (to be completed by the IT Department)	
Information given to the data subjects	
DPIA (to be completed by the Data Protection Officer)	