

Privacy Policy

1. Purpose

1290161 B.C. Ltd. a company existing under the laws of British Columbia and doing business as RAPIDS (the "**Company**") is committed to protecting the privacy of the Personal Information to which it has access as part of providing the RAPIDS Service (the "**Service**"). The Company recognizes that effective systems and measures to protect such Personal Information are important to safeguarding the interests of individuals whose Personal Information is processed by the Company.

Every employee and contractor must read, understand and follow the provisions and procedures contained in this document.

The Privacy Policy (the "**Policy**") explains the Company's rules and requirements that govern the Processing of Personal Information by the Company in accordance with applicable Canadian privacy laws and regulations, when it provides the Service to its Customers.

2. Scope

This Policy applies to the Company's Processing of Personal Information as part of providing the Service to Customers.

3. Definitions

"Customer" means the organization transferring Personal Information to the Company, as part of the Service. The Customer and the Company are subject to a written agreement, documenting the scope and applicable terms and conditions of the Service.

"Personal Information" means information about an identifiable individual.

"Processing" the collection, use, recording, disclosure, storage, treatment, management, retention and otherwise, handling of Personal Information.

4. Procedures

4.1 Accountability

- a) The Company has a designated privacy officer (the "**Privacy Officer**"), who is accountable and responsible for the Company's compliance with this Policy, with obligations under contracts with its Customers, and with all applicable Canadian privacy legislation. The Privacy Officer's name and contact information are listed on the last page of this Policy.
- b) Comments and questions regarding this policy or its administration should be forwarded to the Privacy Officer's attention.
- c) The Company will retain records, for as long as necessary, including:
 - i) Its agreements with Customers;
 - ii) Its agreements with suppliers providing the Company with services requiring the sharing of Personal Information;
 - iii) Results of audits completed by the Company (e.g. audits of safeguards and practices, end-user audits, access control audits and reviews);
 - iv) Requests the Company receives from individuals;

- v) Requests the Company receives from any government, regulatory or administrative body with respect to Personal Information;
- vi) Any additional instructions provided in writing by Customers, with respect to the handling of Personal Information by the Company in the course of providing the Service; and
- vii) Any records of breaches or suspected breaches, per the Company's Breach Management Plan.

4.2 Consent

- a) Subject to b) below, the knowledge and consent of the individual are required for the collection, use, or disclosure of Personal Information by the Company, except where the collection, use or disclosure of Personal Information without such knowledge and consent is permitted by law or a recognized authority. In appropriate circumstances, consent may be implied.
- b) Generally, privacy legislation sets out specific circumstances under which the Company may collect, use, or disclose Personal Information without the knowledge or consent of the individual.
- c) The Company obtains and relies on contractual assurances provided by its Customers to process the Personal Information it receives from such Customers for the purposes identified in the contract between the parties. Such assurances may include that the Customer has obtained the Personal Information it transfers to the Company lawfully, that the Customer has obtained all permissions and consents from individuals as required under law, and that Customer has provided appropriate notices to permit the Processing of Personal Information for the identified purposes.
- d) An individual may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. Upon receiving a request from an individual to withdraw their consent to the Processing of their Personal Information by the Company, the Company will immediately forward the request to the Customer that has transferred the Personal Information to the Company.

4.4 Limiting Collection of Personal Information

- e) The Company's Customers provide the Company with only the Personal Information necessary to provide the Service. The agreement between the Company and its Customers specifies the type(s) of Personal Information transferred by the Customer and subsequently used by the Company as part of providing the Service.
- f) In the event that the Company determines that additional Personal Information was provided to it by the Customer, it will notify the privacy officer or designated contact of the Customer's organization, and follow the Customer's instructions regarding the proper handling of such Personal Information.

4.5 Limiting Use, Disclosure, and Retention of Personal Information

- a) The Company will not use or disclose Personal Information for purposes other than those identified in the agreement between the Customer and the Company, except as instructed by the Customer, as necessary for the fulfillment of the purposes of the Service, or as permitted by applicable law.
- b) Only employees with a business need-to-know, or whose duties reasonably so require in order to fulfill the identified purposes, are granted access to Personal Information.
- c) The Company will follow Customer instructions regarding retention periods for Personal Information, as well as the procedures for the retention, destruction and/or return of Personal Information.
- d) The Company may keep Personal Information as required by law (e.g., the Company is subject to various legislative, regulatory, and auditing requirements concerning retention periods).

- e) Unless prohibited by law, the Company will notify the appropriate Customer of any inquiries, complaints, or notices of investigation or non-compliance received from any Canadian or foreign governmental or regulatory authority or agency related to the collection, use or disclosure of Personal Information transferred by the Customer, and it will cooperate with the Customer in responding.
- f) If required or compelled by a law or a judicial, regulatory or administrative order to disclose any Personal Information, the Company will, unless prohibited by law, promptly notify in writing the Customer that has transferred the relevant Personal Information to the Company.
- g) To the extent that the Company is provided with de-identified data by the Customer, the Company will limit the use of such data to the purposes identified in the contract with the Customer. These purposes include:
 - i) For further validation and improvement of the Service; and
 - ii) To generate aggregate statistics and metrics that will guide future research and healthcare treatments at an individual and population level.

4.6 Accuracy of Personal Information

- a) The Company will keep Personal Information as accurate, complete and up-to-date as is necessary for the identified purposes.
- b) Upon notice from the Customer, the Company will amend or correct the Personal Information as directed by the Customer.

4.7 Safeguards

- a) The Company has established, implemented and maintains adequate security measures to protect Personal Information from unauthorized access, use, or disclosure, through physical, technological and administrative safeguards.
- b) The Company protects Personal Information shared with its suppliers that are acting on its behalf with contractual agreements or other means stipulating the confidentiality of the Personal Information and the purposes for which it may be used and disclosed.
- c) The Company makes its employees and contractors aware of the importance of maintaining the confidentiality of Personal Information by providing training sessions to all employees and contractors, and by requiring, as a condition of employment, that they sign confidentiality agreements.
- d) The Company has a documented Breach Response Plan. All employees play a role in reporting breaches or suspected breach, in protecting Personal Information as well as in responding to a suspected or actual breach of Personal Information, and are provided training with respect to their roles as part of the Breach Response Plan. In the event of a breach or suspected breach, the Company will follow its Breach Management Plan, and immediately notify the appropriate Customer accountable for the Personal Information involved in the breach.
- e) With respect to de-identified data:
 - i) employees and contractors are prohibited from attempting to re-identify the data or to link the data with any other datasets, and are required by contract to comply with such requirements;
 - ii) employees and contractors are provided with training regarding the use of de-identified data;
 - iii) the Company will notify the Customer in the event that Personal Information was inadvertently provided in its identifiable form, instead of de-identified;

- iv) the Company is prohibited from using Personal Information, except as authorized by the Customer; and
- v) Only specific individuals are granted access to the de-identified data.

4.9 Individual Requests

- a) Generally, individuals have the right to request access to their Personal Information, to obtain information about the Personal Information handled by an organization, to request their information be updated or corrected and to withdraw consent to the Processing of their Personal Information.
- b) Upon receiving a request from an individual, the Company will immediately forward the request to the appropriate Customer responsible for the individual's Personal Information (generally the organization that has transferred the information to the Company).
- c) Upon receiving a request from a Customer regarding an individual's Personal Information, the Company will cooperate with the Customer by following the Customer's instructions with respect to the request, as soon as feasible.

4.10 Challenging Compliance

- a) Individuals can submit a complaint in writing concerning the Company's compliance with the above principles to the Privacy Officer.
- b) The Company has put procedures in place to receive and respond to inquiries or concerns/complaints about its policies and practices relating to the handling of Personal Information.
- c) The Company will inform individuals who make inquiries or lodge concerns and/or complaints of the existence of relevant complaint procedures.
- d) The Company will investigate all concerns and/or complaints pursuant to its complaint procedures. If it concludes that a complaint is justified, the Company will take appropriate measures, including, if necessary, amending its policies and practices. The Company will inform each individual of the outcome of the investigation regarding his or her challenge/complaint.
- e) When a concern and/or complaint is not resolved to the satisfaction of the individual, the Company will record the substance of the unresolved concern and/or complaint, and where appropriate will transmit the existence of the unresolved concern and/or complaint to third parties having access to the Personal Information in question.
- f) Any privacy complainant not satisfied with the result or concern may complain to the applicable privacy commissioner.

5.0 Contacting the Company in Respect of Personal Information and Privacy Inquiries

Individuals making a request in respect of Personal Information, or making any inquiry as to this Policy should be as specific as possible with respect to their request or inquiry.

All inquiries should be addressed to the **Privacy Officer, Anoop Chawla**, at privacy@rapids.health.

6.0 Effective Date – January 18th, 2023

6.1 Policy Owner– RAPIDS Risk Committee