

GEHC UK Binding Corporate Rules Processor (GEHC UK BCR-P)

GE HealthCare ("GEHC") respects the privacy rights of individuals and is committed to handling Personal Information that it processes on behalf of its Customers responsibly and in accordance with its Commitment to the Protection of Personal Information ("Commitment"), the UK Addendum to the Commitment, its contractual commitments under Service Agreements, and with Applicable Privacy Law. The UK Addendum extends the scope of the Commitment to include transfers of UK Personal Information. The Commitment as extended by the UK Addendum constitutes the GEHC UK BCR-P. A summary of the GEHC UK BCR-P is provided here ("Summary"). References to the Commitment in the Summary are to GEHC's EU BCRs. A list of defined terms used in this Summary is below.

I: Introduction

Objective and Scope

The aim of the GEHC UK BCR-P is to provide adequate and consistent safeguards for the processing of UK Personal Information by GEHC Entities. The GEHC UK BCR-P is designed to ensure that UK Personal Information is protected regardless of geography or technology. As part of this, the GEHC UK BCR-P facilitates cross-border flows of UK Personal Information processed under Service Agreements. The GEHC UK BCR-P has binding legal effect on the GEHC Entities (and their employees) and will be communicated widely to relevant GEHC employees and leadership. GEHC formally undertakes that the GEHC Entities bound by the GEHC UK BCR-P and to which UK Personal Information may be transferred is as listed in the Annex. This UK Addendum was originally signed by GE Medical Systems Limited and GE Healthcare Technologies, Inc. with the intention that other GE Entities will sign from time to time and be added to the Annex available [here](#).

Definitions

- *Applicable Privacy Law* means any law or regulation relating to the collection, use or other processing of Personal Information, which in respect of UK Personal Information shall always include UK Privacy Laws.
- *Customer* is defined as a person or entity that enters into a Service Agreement with GEHC.
- *GEHC Company* is a GE HealthCare Company.
- *GEHC Entities* means any of GEHC Company and its wholly or majority-owned divisions and subsidiaries that has signed the UK Addendum.
- *GEHC Customer Personal Information* is defined as any Personal Information that is obtained in the context of the provision of services by GEHC to a Customer under a Service Agreement and which GEHC processes on behalf of the Customer.
- *GEHC UK BCR-P* means GEHC's Commitment as extended by the UK Addendum.
- *Lead UK GEHC Entity* is GE Medical Systems Limited.
- *Personal Information* is defined as any information relating to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- *Processing* refers to any action or set of actions that is performed on Personal Information,

whether in whole or in part by automated means, such as collecting, recording, organising, storing, modifying, using, disclosing or deleting such information and “process(es)” will be interpreted accordingly.

- *Processor* means an entity which processes personal data on behalf of, and upon the instructions of, a GEHC Entity.
- *S&L Policy* is defined as GEHC’s Code of Conduct and The Spirit & The Letter, including the Cyber Security & Privacy Policy, which are binding upon all GEHC personnel.
- *Sensitive Personal Information* means Personal Information about a person’s racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health, sex life or sexual orientation.
- *A Service Agreement* is defined as any agreement under which GEHC provides services to a Customer that involve processing of GEHC Customer Personal Information, and which incorporates wording requiring GEHC to comply with the Commitment when providing such services.
- *UK Addendum* means the Information Commissioner’s Office UK BCR Addendum to approved EU Binding Corporate Rules to form Article 47 UK GDPR Binding Corporate Rules.
- *UK Data Protection Authority* means the Information Commissioner’s Office, which shall be the competent and relevant supervisory authority for all matters relating to UK Personal Information.
- *UK GDPR* means the General Data Protection Regulation 2016/679 of 27 April 2016 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.
- *UK Personal Information* is defined as Personal Information to which UK Privacy Laws apply, or which was collected or otherwise processed in circumstances where UK Privacy Laws applied at the time of such collection or other processing.
- *UK Privacy Laws* means all the applicable data protection and privacy legislation in force from time to time in the UK, including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Communications Regulations 2003 (SI 2003/2426) as amended, along with any replacement laws or regulations.

II: Processing of Personal Information

GEHC may process GEHC Customer Personal Information. GEHC Customer Personal Information is any Personal Information that is obtained in the context of the provision of services by GEHC to a Customer under a Service Agreement and which GEHC processes on behalf of the Customer. The Customer will determine the categories of Personal Information that they transfer to the GEHC Company and these generally will be specified in a Service Agreement. Such Personal Information may include, for example, professional identification information used to log into GEHC Company services, system and machine log data, and business communications that a Customer maintains and processes on GEHC services.

Customers will determine the purposes of the processing for the Personal Information they decide to transfer to GEHC and these will be specified in the Service Agreement. These purposes include consulting, support, research and development, hosting and/or analytics services, mostly related to industrial products or services.

GEHC will only process GEHC Customer Personal Information on behalf of the Customer and

only in accordance with the Customer's instructions (including with regard to transfers of such information to countries outside of the UK or European Economic Area), unless required to do so by law. In such a case, GEHC will inform the Customer of that legal requirement before the processing takes place, unless that law prohibits the provision of such information on important grounds of public interest.

GEHC will also require that all employees comply with the security and confidentiality measures set out in the relevant Service Agreement for the processing.

In the event that GEHC is unable to comply with the aforementioned obligations in this section, GEHC will promptly notify the Customer and the Customer may, for good cause in its reasonable discretion, suspend all processing of GEHC Customer Personal Information.

Where GEHC subcontracts any processing of GEHC Customer Personal Information under a Service Agreement, it will only do so by way of a written agreement with the relevant subcontractor, which shall impose equivalent obligations on the subcontractor to those that apply to GEHC under the Service Agreement.

III: Individual Rights

Where an individual seeks to exercise their rights under Applicable Privacy Law in relation to GEHC Customer Personal Information, GEHC will communicate this fact promptly to the relevant Customer and will not respond to the relevant individual unless authorised by the Customer to do so. Further, GEHC will provide reasonable assistance to Customers in meeting their processing obligations towards individuals.

Access

Following a request by an individual and upon the Customer's instructions, GEHC will provide the individual with the GEHC Customer Personal Information that GEHC holds, including (where not obvious) the source of the information, the purposes of any processing of that information by GEHC and the recipients (or categories of recipients) to whom such information is or will be disclosed.

Correction and Deletion

Following a valid request by an individual to correct or delete GEHC Customer Personal Information that is incomplete, inaccurate or excessive, and upon the Customer's instructions, GEHC will rectify, delete or anonymise the information as requested or will provide the Customer with the means to do so. Where reasonably practicable to do so, GEHC will also ensure that each GEHC Entity or third party to whom such GEHC Customer Personal Information has been disclosed is informed of the rectification, deletion or anonymisation.

Deletion of GEHC Customer Personal Information is not valid when it must be retained for the performance of an obligation imposed on GEHC by any applicable law, or in the context of a dispute, or other legal retention requirement.

Objections

An individual has the right to object to any processing of GEHC Customer Personal Information, without cause, to the extent that such right is provided for under Applicable Privacy Law, for example where the processing is carried out for direct marketing purposes. In respect of UK Personal Information and upon the Customer's instructions, GEHC will cease processing such information where the objection is justified or otherwise legitimate in accordance with Applicable Privacy Law.

Restriction

An individual also has the right to request the restriction of any processing of GEHC Customer Personal Information by GEHC to the extent that such right is provided for under Applicable Privacy Law, for example where the accuracy of the information is contested. In respect of UK Personal Information and upon the Customer's instructions, GEHC will cease processing such information where the restriction is justified, with the exception of storage and other permitted continued processing under Applicable Privacy Law.

IV: Enforcing the GEHC UK BCR-P

Complaints, Concerns and other Feedback

Any individual or Customer who claims to have suffered damage as a result of non-compliance by a GEHC Entity with the GEHC UK BCR-P, or has any other concerns or complaints or otherwise wishes to provide feedback in connection with the GEHC UK BCR-P may do so by email at privacy.GEHC@gehealthcare.com. In respect of UK Personal Information, individuals and Customers may also complain directly to the UK Data Protection Authority via its website (<https://ico.org.uk/make-a-complaint>).

If a complaint arises from an individual in relation to GEHC Customer Personal Information, and the Customer considers the complaint to be justified, GEHC will assist the Customer and take reasonable steps to resolve such complaint to the reasonable satisfaction of the individual. GEHC endeavours to assist Customers to respond to complaints within thirty days of receipt. If the individual is unsatisfied by the response to the complaint (including where the Customer has rejected the complaint), the individual may exercise their enforcement rights against the Customer.

GEHC will only be required to handle the complaint itself if the Customer has become insolvent, factually disappeared or has ceased to exist at law and only where the legal obligations of the Customer have not been assumed by a successor entity.

Liability and Enforcement

The GEHC Entities bound by the GEHC UK BCR-P: (i) remain fully liable for fulfilling their obligations under the GEHC UK BCR-P and under UK Privacy Laws, and (ii) do not exclude or restrict their liability under the GEHC UK BCR-P or UK Privacy Laws on the basis that they have authorised another GEHC Entity or a third party (including a Processor) to perform any of their obligations, and they will remain fully responsible for performing those obligations.

The Lead UK GEHC Entity agrees to be fully liable to relevant individuals, Customers (subject always to the provisions (including those relating to liability) of the relevant Service Agreements) and to the UK Data Protection Authority for all material and non-material loss and damage caused directly or indirectly by a breach of the GEHC UK BCR-P by the Lead UK GEHC Entity or any GEHC Entity located outside of the UK, including where caused by a Processor of such GEHC Entity.

No one who is not a GEHC Entity bound by the GEHC UK BCR-P, a relevant individual, a Customer or the UK Data Protection Authority can enforce any part of the GEHC UK BCR-P (including under the Contracts (Rights of Third Parties) Act 1999).

Where a GEHC Entity bound by the GEHC UK BCR-P has breached the GEHC UK BCR-P, any relevant individual is entitled as a third party beneficiary under the UK BCR to bring a claim (including for compensation and as set out in the EU BCRs) against the breaching GEHC Entity if in the UK, or the Lead UK GEHC Entity if the breaching GEHC Entity is outside the UK. In bringing a claim under the GEHC UK BCR-P, the relevant individual may be represented by a not-for-profit, organisation or association under the same conditions set out in Article 80(1) UK GDPR and sections 187 to 190 of the Data Protection Act 2018.

Where a GEHC Entity bound by the GEHC UK BCR-P has breached any provision of the GEHC UK BCR-P which is expressly or by implication for the benefit of the UK Data Protection Authority or a data protection supervisory authority, the UK Data Protection Authority is entitled to bring a claim against the breaching GEHC Entity if in the UK, or the Lead UK GEHC Entity if the breaching GEHC Entity is outside the UK, subject to the first and second paragraphs of this Liability and Enforcement section.

Where a GEHC Entity bound by the GEHC UK BCR-P has breached any provision of the GEHC UK BCR-P which is expressly or by implication for the benefit of a Customer, the Customer is entitled to bring a claim against the breaching GEHC Entity if in the UK, or the Lead UK GEHC Entity if the breaching GEHC Entity is outside the UK, subject to the first and second paragraphs of this Liability and Enforcement section.

The courts of England and Wales, Scotland and Northern Ireland all have non-exclusive jurisdiction over any claim in connection with the GEHC UK BCR-P (including non-contractual claims). Relevant individuals, Customers and the UK Data Protection Authority may bring a claim against any GEHC Entity bound by the GEHC UK BCR-P in connection with the GEHC UK BCR-P (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.