

**Zimmer Biomet
Australia
Customer Privacy Notice**

Where specified in an agreement between Zimmer Biomet and a Customer of Zimmer Biomet products and services (**Agreement**), this Privacy Notice shall form part of the Agreement and is provided in order to assist the parties to comply with the Privacy Law as defined below..

1. **Definitions.**

Capitalised terms used, but not otherwise defined, in this Privacy Notice shall have the same meaning as those terms in the Agreement.

Personal Data means any Personal Information or Sensitive Information (as defined in the Privacy Law) that Zimmer Biomet or its Related Entities receives from, or receives, maintains, creates or transmits on behalf of, the Customer in the course of, or as a result of, the supply or use of the Zimmer Biomet products or services under the Agreement.

Personnel mean, in relation to an identified party, the employees, contractors, agents, consultant or other representative of that party.

Privacy Law means any applicable Australian privacy, health information or data protection laws which deal with personal information, sensitive information or health information and includes without limitation the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

Related Entity has the same meaning as defined in the *Corporations Act 2001 (Cth)*.

Zimmer Biomet means Zimmer Biomet Pty Ltd ABN 96 096 480 992.

2. **Customer Data.**

Customer acknowledges that in relation to the supply of the products and services, Zimmer Biomet may receive or have access to certain information provided by the Customer, including without limitation Personal Data and other data pertaining to patient and surgical procedures. Customer retains ownership of all right, title and interest in and to this information and grants Zimmer Biomet permission to collect and use the information provided only to the extent required to supply products and services in accordance with the Agreement and this Privacy Notice. Customer warrants that it has or will give all notices and receive all authorisations, consents, or other approvals required to lawfully provide such information to Zimmer Biomet, to enable Zimmer Biomet to use the information and to supply products and services in accordance with the Agreement, and in accordance with the Privacy Law.

3. **Compliance.**

Zimmer Biomet agrees that to the extent it or its Related Entities receives, create, transmits or maintains Personal Data in the supply of the products and services, Zimmer Biomet will comply with the requirements of this Privacy Notice with respect to such Personal Data. Zimmer Biomet will take reasonable steps to ensure that the actions or omissions of its Personnel do not breach the terms of this Notice or the Privacy Law and will ensure that its Personnel, its Related Entities, and the Personnel of those Related Entities, to whom Zimmer Biomet provides Personal Data received from, or created or received by Zimmer Biomet on behalf of, the Customer, will enter into an agreement with Zimmer Biomet that includes comparable restrictions and conditions as set out in this Privacy Notice and that are no less stringent.

4. **Use and Disclosure; Rights.**

Zimmer Biomet agrees that it shall not use or disclose Personal Data except as permitted under this Privacy Notice, the Agreement or as required or authorised by law. Zimmer Biomet's use and disclosure of Personal Data shall comply with the provisions of the Privacy Law. Zimmer Biomet and/or its Related Entities may use or disclose the Personal Data received or created by it (a) to perform its obligations under the Agreement; or (b) to perform functions, activities, or services for, or on behalf of, the Customer as specified in the Agreement and related products and services provided to the Customer or its Personnel; (c) to discharge its adverse reporting function in relation to Personal Data related to adverse events; and (d) to de-identify Customer's data in connection with the provision of Zimmer Biomet products or services. Data that has been appropriately de-identified shall no longer be considered Personal Data under this Privacy Notice. Zimmer Biomet or its Related Entities may disclose the Personal Data received by it to manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required or authorized by law, or (b) Zimmer Biomet obtains reasonable written assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person agrees to notify Zimmer Biomet or a Related Entity (as applicable) of any instances of which the person is aware that the confidentiality of the Personal Data has been breached. The Customer

shall not ask Zimmer Biomet or a Related Entity to use or disclose Personal Data in any manner that would not be permissible under the Privacy Law if done by the Customer.

5. **Safeguards.**

Zimmer Biomet for itself and its Related Entities agree to implement and use appropriate physical, administrative, and technical safeguards to prevent a use or disclosure of Personal Data other than as permitted or required by this Privacy Notice.

6. **Minimum Necessary.** To the extent required by the Privacy Law (as applicable), Zimmer Biomet for itself and its Related Entities will limit any collection, use or disclosure of, or request for, Personal Data to the minimum amount necessary to accomplish the intended purposes of the Agreement.

7. **Report of Improper Use or Disclosure.**

Zimmer Biomet shall report to the Customer no later than 5 business days after discovery of any information of which it becomes aware concerning any use or disclosure of Personal Data that is not permitted by this Privacy Notice.

8. **Individual Access.**

To the extent that an individual has a right to access their Personal Data under the Privacy Law, Zimmer Biomet for itself and its Related Entities shall make available the Personal Data to the Customer. The Customer shall then provide access to Personal Data by the individual to whom that information pertains or by such individual's representative on behalf of Zimmer Biomet and the Customer in accordance with the Privacy Law.

9. **Amendment of Personal Data.**

To the extent that an individual has a right to amend their Personal Data under the Privacy Law, Zimmer Biomet for itself and its Related Entities shall make such amendments in accordance with the Privacy Law and in accordance with any process mutually agreed to by the Parties.

10. **Security Breach Notification.**

Zimmer Biomet or a Related Entity will, following the discovery of any material security breach in respect of the Personal Data received from the Customer, notify the Customer of such breach within 5 business days after that discovery. The notice shall include the identification of each individual whose Personal Data has been, or is reasonably believed by Zimmer Biomet to have been, accessed, acquired, or disclosed during such breach.

11. **Return of Personal Data.**

Zimmer Biomet agrees that upon termination of the Agreement, and if practically possible, Zimmer Biomet and/or its Related Entities shall (a) return, destroy or permanently de-identify all Personal Data received from the Customer, or created or received by Zimmer Biomet or a Related Entity on behalf of the Customer, that Zimmer Biomet or the Related Entity maintains in any form or manner or, (b) if such return, destruction or permanent de-identification is not practically possible, notify the Customer of the reasons return, destruction or permanent de-identification are not feasible, and extend the protection of this Privacy Notice to such Personal Data and limit further uses and disclosures to those purposes that make the return, destruction or permanent de-identification of the Personal Data not feasible until such Personal Data is returned, destroyed or permanently de-identified.

12. **Conflicts and amendments.**

The terms and conditions of this Privacy Notice will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity in this Privacy Notice with respect to the agreement shall be resolved in a manner that will permit the Customer to comply with the Privacy Law. This Privacy Notice may be amended by Zimmer Biomet from time to time without notice.