

## Frame Agreement on Hospitations in Hospital

This Frame Agreement on Hospitations in Hospital (the “**Agreement**”) is made effective as of **15 November 2018** (the “**Effective Date**”), by and **BETWEEN**:

Intuitive Surgical Sàrl, Chemin des Mûriers 1, 1170 Aubonne, Switzerland

(hereinafter “**Intuitive**”)

**AND**

Krajská Zdravotní a.s., Sociální péče 3316, 40 113 Ústí nad Labem, Czech Republic

(hereinafter “**Hospital**”)

Intuitive and Hospital collectively referred to as the “**Parties**” and individually a “**Party**” or the “**Party**”.

NOW THEREFORE, in consideration of the mutual promises contained herein and after having conducted negotiations on the contractual terms, THE PARTIES AGREE AS FOLLOWS:

### Recitals

A. Intuitive is a manufacturer of medical devices in the field of robotic surgery systems, known as the da Vinci System (“**Field**”). The Hospital is a medical institution specialized in conducting medical procedures in the Field. The Hospital employs [REDACTED], a distinguished surgeon who carries special knowhow in the Field (hereinafter “**HCP**”).

B. Intuitive and the Hospital are interested in enabling surgeons and other healthcare professionals who are less experienced in the Field to observe live procedures performed in the Field on patients hospitalized in the Hospital, and to thereby benefit from the expertise of the Hospital and of the HCP in the Field. For this purpose the Parties intend to offer hospitations at the Hospital available to the aforementioned surgeons or healthcare professionals in need of further training.

Now, therefore, the Parties agree on the following:

### 1. Subject Matter of the Agreement

1.1 The Hospital will make itself available as a center for hospitations in the Field and shall, according to the terms of this agreement and subject to the personal supervision and instruction of the HCP, provide Hospitation Services (as defined in Article 1.2).

1.2 “**Hospitation Services**” (also referred to by Intuitive as “**Case Observation**”) shall mean that the Hospital takes in a number of external surgeons or other healthcare professionals (“**Hospitation Trainees**”) as a group during a short limited period of time (“**Hospitation Period**”, usually one day) and offers them the opportunity to passively observe medical procedures in the Field performed live on patients. Any active participation intervention or interference by the Hospitation Trainees in the medical procedures or other medical treatments must not take place. The same applies to any patient contacts. As a further component of the Hospitation Services, the HCP shall hold a kick-off meeting as well as a debriefing session with the Hospitation Trainees. The medical procedures and other medical treatments referred to in this Article 1.2 are carried out as part of the normal activities of the Hospital.

### 2. Performance of the Hospitation Services

2.1 The Parties shall on a case by case basis with sufficient lead time, separately agree on the details of Hospitation Services requested by Intuitive (date and time of a hospitation event, agenda, number of Hospitation Trainees) in compliance with the terms and conditions set in this agreement. No Hospitation Services shall be

performed without Intuitive's prior written confirmation of the agreed performance of Hospitation Services. It shall remain within the responsibility of Intuitive to select and appoint or nominate the Hospitation Trainees and notify the Hospital thereof (by sharing the names and business addresses of the nominated Hospitation Trainees). The Hospital shall retain the right to reject nominated Hospitation Trainees if there are significant reasons to do so relating to such nominated Hospitation Trainee.

2.2 The determination of the substantive concept and agenda, in all medical respects, of the Hospitation Services shall remain within the responsibility and discretion of the Hospital and the HCP who in this regard shall not be subject to any directions from Intuitive. The same applies to giving instructions and guidance to the Hospitation Trainees in regard of their role as guests of the Hospital, inclusive of instructions on confidentiality, hygiene, garment, conduct on the premises as well as obtaining informed consent from patients including data privacy consent (where required).

2.3 Hospitation Services shall be performed in strict compliance with applicable laws, regulations, guidance, directions, codes of practice and self-regulation.

2.4 The Hospital undertakes that it will implement the necessary means for proper conduct of the patient's surgery and of the Hospitation Services, including by giving adequate instructions in this respect.

2.5 In the event the HCP is indisposed on the day of the scheduled hospitation event, the Hospital shall notify Intuitive thereof immediately when the indisposition becomes apparent. In such case the Hospital, HCP and Intuitive will forthwith schedule an alternative date for the Hospitation.

### **3. Warranties of both Parties**

Each Party warrants and represents that it will:

- (i) make available upon request to the Data Subjects who are third party beneficiaries a copy of this Agreement, unless the Agreement contains confidential information;
- (ii) respond within a reasonable time of five (5) working days and as far as reasonably possible to enquiries from the relevant Data Protection Authority in relation to the Personal Data;
- (iii) respond to Data Subject access requests in accordance with the applicable Data Protection Laws;
- (iv) where applicable, maintain registration with all relevant Data Protection Authorities to process all Personal Data for the agreed purpose;
- (v) take all appropriate steps to ensure compliance with the security measures set out in Exhibit A;
- (vi) not disclose or transfer the Personal Data to a third party data controller located outside the EEA unless it complies with the obligations set out in Article 6 below.

### **4. Financial Compensation**

4.1 In consideration of the Hospitation Services, Intuitive shall pay the Hospital, per full day event when Hospitation Services are rendered, financial compensation in the amount of € 750 plus VAT where applicable ("**Hospitation Fee**"), regardless of the number of procedures performed/observed in a single day and regardless of the number of persons observing. The payment of the Hospitation Fee shall be made within thirty (30) days upon Intuitive's receipt of a valid invoice issued by the Hospital, it being understood that this invoice, to the extent VAT is charged, has to comply with the applicable requirements set out by tax regulations.

4.4 The aforementioned Hospitation Fee is in full compensation for all expenses and costs incurred by the Hospital in connection with the Hospitation Services. The Hospital represents that it will not have any healthcare professionals benefiting individually, even indirectly, from the Hospitation Fee paid by Intuitive under this Agreement.

### **5. Compliance, Confidentiality**

5.1 The Parties agree that neither the execution nor the performance of this agreement is in any way related to the procurement, or purchase, use, recommendation or prescription of Intuitive's products.

5.2 The Hospital warrants and represents that the execution and the performance of this agreement is in compliance with all applicable laws, regulations, guidance, directions, codes of practice, and self-regulation on third party funding which the Hospital may be bound to, and that in discharging the Hospitation Services the

Hospital complies with all applicable laws, regulations, guidance, directions, codes of practice, and self-regulation, inclusive of data privacy provisions.

5.3 The Parties as well as the HCP commit to keep confidential, also after expiry of this agreement, all commercial and business secrets they gain knowledge of in the course of their activities under this agreement, and refrain from using, and not allow any third parties to use, any such commercial or business secrets. The Hospital undertakes to impose an equivalent obligation of confidentiality on its employees, agents, contractors and representatives.

## 6. Data Privacy

6.1 For the purposes of this Section 6, capitalized terms not defined herein shall have the meaning ascribed to them in Exhibit A. Hospital acknowledges that Intuitive, its agents and representatives, and their respective successors and assignees, access Personal Data about the HCP and, as the case may be, the Hospitation Trainees, to accomplish the fair and lawful performance of this Agreement, to administer the payment of fees and reimbursement of expenses in accordance with this Agreement and to comply with applicable anti-bribery and legitimate transparency requirements.

6.2 The Services provided by the Hospital may include processing of HCP and Hospitation Trainee Personal Data. Consequently, the Hospital, including but not limited to the activities of its employees and the HCP, shall ensure that the following criteria are taken into account at all times:

- (i) When processing Personal Data, the provisions of the applicable Data Protection Laws and any other laws which govern the processing of Personal Data must be adhered to. In particular, Hospital may only collect and process Personal Data in a lawful and appropriate manner, consistent with the purposes for which the Personal Data have been collected in line with this Agreement, be kept up-to-date and accurate and not be retained for longer than needed for the purposes for which it was originally collected.
- (ii) Hospital acknowledges that for the purposes of selection of the suitable HCP, Intuitive is the Data Controller in respect of any Personal Data that Hospital processes in the course of the selection procedure (as defined in the Agreement). It is in Intuitive's sole and absolute discretion to determine the purposes of Processing Personal Data, such purpose being defined in the Agreement. Hospital represents and warrants that it must carry out the Processing solely for the purposes agreed upon in the Agreement and that it must not otherwise Process any Personal Data at any time and not keep them longer than is necessary for the performance of the Agreement.
- (iii) HCP and Hospitation Trainee Personal Data are provided under the assumption that such data will only be processed within the Intuitive group.
- (iv) Any potential risks for HCP and Hospitation Trainee Personal Data must be assessed and documented by the Hospital.
- (v) Hospital and all its personnel, including the HCP, who have access to and/or process Personal Data are obliged to keep the Personal Data confidential. Hospital acknowledge that the transfer of special categories of Personal Data will not be required for the performance of the Agreement.
- (vi) The Hospital Data Protection measures must meet the most current technological standards.

The measures under this Article 6 above must be reviewed periodically by Hospital. If the Processing of HCP or Hospitation Trainee Personal Data is automated, Intuitive shall implement all technical, personal and organizational measures capable of ensuring control over access, Personal Data carriers, transfer, publication, storage, users, log-on and entry.

6.4 Intuitive has to ensure that all technical, personal and organizational measures in connection with the processing of HCP or Hospitation Trainee Personal Data shall take into account the criteria as specified in Exhibit A at all times.

6.5 At Intuitive, the Deputy Data Protection Officer is Benoit Aubin [REDACTED] and the HCP has the right to lodge a complaint with the relevant data protection authority.

6.6 Intuitive shall not share or transfer any Personal Data processed under this Agreement outside of Switzerland or the European Economic Area except with its parent entity Intuitive Surgical Inc. in the U.S ("Intuitive U.S.").

6.7 Hospital acknowledges and confirms to

- have obtained all required approvals and consents from HCP, Hospitation Trainees, surgeons, hospitals and other third parties, as required under the GDPR case by case,
- agree to all uses and disclosures of information as expressly set forth in this Agreement and as required for the performance hereof for the duration of the Services, and
- have recorded or documented these approvals and consents consistent with the record keeping requirements under the GDPR.

## 7. Indemnification, limitation of liability and insurance

7.1 The Hospital shall indemnify, defend and hold harmless Intuitive, its affiliates, officers, directors, agents and employees from and against any and all losses, damages, liabilities, reasonable legal fees, court costs and properly incurred expenses ("Losses") to the extent that such Losses arise directly or indirectly out of or in connection with (i) any breach of applicable laws, regulations, guidance, directions, codes of practice, self-regulation or any breach of this Agreement or (ii) any actions, omissions or misconduct of any practitioners involved in Hospitation Services.

7.2 Nothing in this Agreement shall limit or exclude either Party's liability: (a) for any Losses to the extent caused by fraud, dishonesty or deceit; or (b) for Losses arising under the indemnity provided by Hospital under Article 7.1; (c) for death or personal injury caused by its (or its agents') negligence; or (d) that may not otherwise be limited or excluded by applicable laws.

7.3 Except as set out in Article 7.2, no Party will be liable whether based on a claim in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise arising out of or in relation to this Agreement, for any indirect or consequential Losses.

7.5 Intuitive shall not be liable for any Losses arising directly or indirectly from or in connection with the actions, omissions, negligence or misconduct of any practitioners, surgeons or healthcare professionals during the performance of the Services, including without limitation any surgery conducted by the HCP.

7.6 For the avoidance of doubt, this Agreement is in respect of the Hospitation Services only. Nothing in this Agreement shall extend Intuitive's liability to include product liability claims arising directly or indirectly out of or in connection with Intuitive's products.

7.7 Insurance. During the term of this agreement, and until expiration of the applicable statute of limitation on liabilities, the Hospital shall maintain, at its own expense, appropriate insurance to cover Hospital's liability arising out of or in connection with the Hospitation Services, or any additional service the Parties may agree upon. The insurance shall cover the Hospital for (i) any and all claims or actions raised against the HCP and/or the Hospital by any third party, including patients, arising out of or in connection with the provision of the Hospitation Services, and (ii) any liabilities or indemnifications referred to in Article 7.1. Insurance coverage shall at least be for the minimum level required by law or otherwise customary in the Hospital's home country. Upon request, the Hospital shall provide Intuitive with a copy of the relevant insurance policy.

## 8. Force majeure

8.1 Any events of force majeure beyond the control of the Parties which would not reasonably have been foreseen at the time of conclusion of the Agreement and whose effects could not be avoided by appropriate measures (the "**Force Majeure Event**"), shall relieve either Party from obligations imposed upon it by this Agreement for so long as such Event and its effect shall continue.

8.2 The Party that is affected by the Force Majeure Event shall immediately inform the other Party thereof by sending a written notice upon occurrence of such Force Majeure Event. The Party that is affected by a Force Majeure Event shall take all reasonable measures to limit the impact on the other Party and undertakes to resume performance of the Agreement as soon as the Force Majeure Event has ceased.

## 9. Term and Termination

9.1 This agreement enters into effect on the Effective Date, provided that it is signed by all Parties and remains in full force and effect for a period of time of **two (2) years** unless terminated in advance by either Party pursuant to this Article 9.

9.2 Early termination. Without prejudice to any other rights or remedies, either Party may terminate this agreement by written notice:

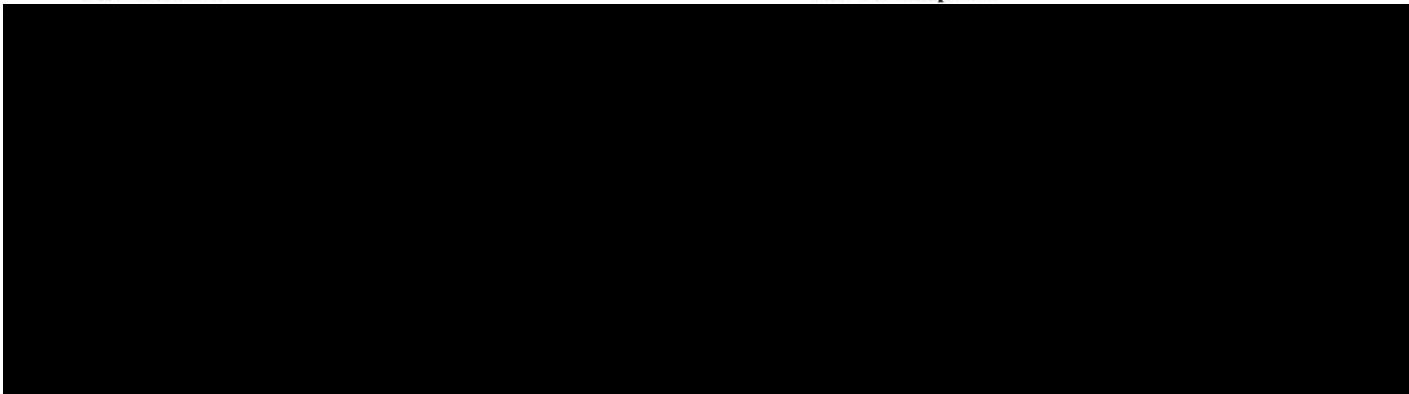
- 9.2.1 in the event of the other Party's breach of this agreement, after notice of such breach has been given and such breach has not been cured within thirty (30) days following such written notice.
- 9.2.2 Under the conditions set forth in Articles 2.5 or 8 of this Agreement.

**10. Miscellaneous**

- 10.1 **Indivisibility of agreement:** This agreement constitutes the Parties' final, exclusive, and complete understanding and agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements relating to the subject matter hereof. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this agreement except as expressly stated in this agreement. No Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into this agreement (unless such untrue statement was made fraudulently).
- 10.2 **Waiver – Modification:** This agreement may only be amended in writing by the Parties. No failure or delay of either Party to enforce or to exercise any right or remedy provided by law or under this agreement shall constitute a waiver of such right or remedy or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 10.3 **Assignment:** The Hospital shall not assign, novate, transfer, or subcontract any of its right or obligations under this agreement without the prior written consent of Intuitive. This agreement shall be binding upon the permitted successors and assigns of Intuitive and Intuitive may assign, transfer, novate or subcontract any of its rights or obligations under this agreement to: (a) any affiliate; or (b) to third parties pursuant to a transfer of all or substantially all of Intuitive's assets and business relating to the subject of this agreement, whether by merger, sale of assets, sale of stock, or otherwise.
- 10.4 **Partial Invalidity:** If any of the provisions of this agreement are found to be illegal, unenforceable or invalid, they are to be enforced to the maximum extent permitted by law and beyond such extent are to be deemed omitted from this agreement, without affecting the validity of any other provision of this agreement. The Parties agree to replace any provision that would be found invalid, illegal or unenforceable by a valid provision that is as close as possible to the intended meaning and the economic effects of the initial provision.
- 10.5 **Notices:** Any notices required or permitted to be given by either Party hereunder shall be in writing.
- 10.6 **Law and Jurisdiction:** The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this agreement shall be governed by the laws of Switzerland without regard to any provisions thereof relating to conflict of laws among different jurisdictions. The Parties irrevocably agree that any and all dispute(s), arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Swiss courts.

For Intuitive:

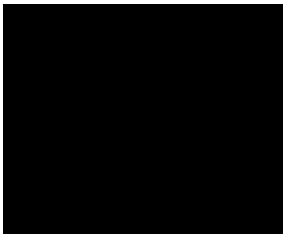
For the Hospital:



**THIS AGREEMENT WILL BE VOID IF NOT EXECUTED AND RETURNED TO INTUITIVE WITHIN SIXTY (60) DAYS FROM THE EFFECTIVE DATE.**

**EXHIBIT A**

**COLLECTION, PROCESSING AND TRANSFER OF PERSONAL DATA**



This Exhibit A forms part of the Frame Agreement on Hospitations in Hospital and describes (a) the policies and practices concerning the processing and transfer of Personal Data of HCP and Hospitation Trainees as well as Personal Data collected by Hospital and/or HCP, and (b) how HCP and/or Hospitation Trainee can exercise his/her rights with respect to his/her Personal Data respectively with respect to the Personal Data collected and/or processed by Hospital.

The capitalized terms not otherwise defined herein shall have the meaning given to them in the Frame Agreement. Except as modified below, the terms of the Frame Agreement shall remain in full force and effect.

Unless the context requires otherwise, references in this Exhibit to the Frame Agreement are to the Frame Agreement as amended by, and including, this Exhibit.

For the purposes of this Exhibit,

**“Authorized Third Parties”** include local authorities and third-party service providers under written contract with Intuitive and acting under the Intuitive’s direction and instructions, such as accountants, auditors, attorneys, travel agents, Subprocessors, and any other entity providing services to the Intuitive;

**“Data Protection Laws”** means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

**“EU Data Protection Laws”** means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

**“GDPR”** means EU General Data Protection Regulation 2016/679;

**“Personal Data”** means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as 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; for the purposes of the Frame Agreement the relevant data subjects include, but are not limited to the HCP and Hospitation Trainees as well as other individuals involved in the Services (together referred to as **“Relevant Subjects”**);

**“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data;

**“Subprocessor”** means any person (including any third party and any Hospital affiliate, but excluding the HCP, any employee of Hospital) appointed by or on behalf of Hospital or any Hospital affiliate to Process Personal Data on behalf of any Intuitive group company in connection with the Frame Agreement;

The terms, **“Commission”**, **“Controller”**, **“Data Subject”**, **“Member State”**, **“Personal Data Breach”**, **“Processor”** and **“Supervisory Authority”** shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

## **1. Collection, Use, Processing and Disclosure of Personal Data:**

### **1.1. Intuitive may collect the following categories of Personal Data from Relevant Subjects:**

Contract Information: contact details, contract effective date, expired/termination date, qualified for renewal;  
Personal Information: name, language(s) spoken, gender, date of birth, nationality;

Hospital Information: parent hospital, proctor facility, city, country, assigned customer sales representative, SAP vendor number, specialty, epicenter (yes or no);

Activity: procedures performed in the last twelve months;

Fee Information: fees as indicated in the Agreement and potential future Exhibit(s).

### **1.2 Intuitive uses Personal Data for all purposes related to the creation, administration and termination of the business relationship with Hospital. These purposes include, but are not limited to, the following: to prepare**

the contract between Hospital and Intuitive, to schedule HCP for Services, to process the invoices that Hospital submits to Intuitive, to compensate the Hospital for the services performed, and to address matters related to the termination of the contractual relationship.

- 1.3 Due to business needs, contractual or statutory obligations, Intuitive may need to disclose Personal Data of Relevant Subjects to its employees and Authorized Third Parties for the purposes described above. Intuitive shall grant access to Personal Data on a need to know basis and only to such individuals who have agreed to comply with legally-enforceable privacy, confidentiality, secrecy and security obligations that are substantially similar to those required by this Exhibit. Intuitive will provide Personal Data of Relevant Subjects to an Authorized Third Party only if the Authorized Third Party agrees to (a) process HCP's Personal Data only for purposes stated in this notice; (b) provide protections for Personal Data similar to those provided by Intuitive, notably reasonable and appropriate security and confidentiality measures for the Personal Data; and (c) not disclose further any Personal Data received from Intuitive without Intuitive's prior authorization. Intuitive generally will not disclose Personal Data of Relevant Subjects to any other third parties unless the disclosure is required by law, is necessary to protect HCP's health or safety or the health or safety of third parties, and in other circumstances where disclosure is legally permitted.
- 1.4 International Transfers of Personal Data: Intuitive will transfer Personal Data of Relevant Subjects to a database maintained by its parent corporation, Intuitive Surgical, Inc., 1266 Kifer Road, Building 101, Sunnyvale, California, in the United States ("Intuitive U.S."). Affiliated Intuitive companies (other than the parent corporation Intuitive Inc., U.S.) located in third countries may from time to time also access and use Personal Data of Relevant Subjects for their own business activities. Intuitive shall grant such access to Personal Data on a need to know basis and only to such affiliated Intuitive companies who have explicitly agreed in writing to comply with legally-enforceable privacy, confidentiality, secrecy and security obligations that are substantially similar to those required by this Exhibit.

2. **Security Measures for Personal Data:** In line with Article 32(1) GDPR and under consideration of the cost of the implementation measures as well as the likelihood and severity of the associated risks for the security of the Personal Data, Intuitive has implemented appropriate administrative, organisational, and technical security measures with respect to the Processing of the Personal Data of Relevant Subjects to ensure a level of security appropriate to the relevant risks involved. Moreover, Intuitive will securely dispose of Personal Data of Relevant Subjects when that data is no longer needed for the purposes for which it was collected or to satisfy obligations imposed by law. The parent corporation has implemented similar safeguards for the database where Personal Data of Relevant Subjects will be stored.

### 3. **Personal Data Breaches and reporting procedures**

The parties have in place their own guidance that must be followed in the event of a Personal Data Breach. The parties are under a strict obligation to notify any potential or actual losses of Personal Data to each and every point of contact as soon as possible and, in any event, within two (2) Working Days of identification of any potential or actual loss to enable the other party to consider what action is required in order to resolve the issue in accordance with the applicable national Data Protection Laws and guidance.

This Section 3 also applies to any breaches of security which may compromise the security of the Personal Data. The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach in an expeditious and compliant manner.

4. **Processing:** Intuitive may use Processors and other Intuitive group entities or third parties to provide limited services on its behalf in accordance with the terms of the Frame Agreement. Where Intuitive provides access to Personal Data to a Processor, Intuitive shall enter into a written agreement with such Processor that imposes obligations on the Processor which are in accordance with the relevant provisions of the GDPR and not less protective than those provided in the Frame Agreement (including this Exhibit). This includes the obligation of the Processor to seek prior approval from Intuitive before engaging another Processor and imposing by way of a contract the same data protection obligations on the other Processor as under the contract with Intuitive.

Any person acting under the authority of Intuitive, including any Processor, shall be obligated to process the Personal Data only on and in accordance with instructions from Intuitive, and Intuitive shall prohibit the Processor for any other purpose. Intuitive shall only retain Processors that provide sufficient guarantees to appropriately protect the privacy, confidentiality and security of Personal Data.

5. **No Automated Decision Making:** Intuitive does not make any decisions concerning Hospital's contractual relationship with Intuitive based solely on automated means.

6. **Data Subject Rights:** Relevant Subjects have the right to access his/her Personal Data and to request that Intuitive update, correct, return or delete his/her Personal Data (always in accordance with GDPR and any applicable privacy laws, rules, regulations, directives and governmental requirements). Relevant Subjects also have the right to object to Intuitive's processing of his/her Personal Data and to exercise any other rights provided by applicable law. Relevant Subjects can exercise these rights by contacting the Intuitive Customer Training Support team using the toll free number [REDACTED]

Promptly following any return or alternate action taken to comply with this Section 6, Intuitive shall provide to Relevant Subjects a confirmation that such return or alternate action occurred. In the event applicable law does not permit the respective Intuitive entity to comply with the delivery or destruction of the Personal Data, Intuitive warrants that it shall ensure the confidentiality of the Personal Data and that it shall not use or disclose any Personal Data, unless to the extent required by such applicable law with advance notice to Relevant Subjects.

Hospital shall immediately inform Intuitive in writing of any requests with respect to Personal Data received from Intuitive. Moreover, the Hospital agrees and acknowledges that as a result of a request from Relevant Subjects or other Data Subjects, Intuitive may not be able to arrange proctoring assignments from HCP or to process the invoices for the Service(s) or to perform other obligations under the Frame Agreement.

7. **Assistance during the term**

Both parties will maintain complete and accurate records and information and, if required, co-operate in regard to privacy impact assessments and allow their respective auditors to conduct GDPR compliant audits.