

## Exhibit 2

### [Canada Only] Annex - Data Processing Agreement

#### 1. Scope, roles of the Parties and definitions.

- 1.1 Scope: This data processing agreement (“DPA”) applies when Personal Data are provided to Philips and Processed by Philips on behalf and by instruction of Customer for the provision of the Services (“Customer Data”). This DPA is governed by the terms of the Agreement between Philips and Customer (“Parties”). By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required under mandatory laws and regulations of a country (“Applicable Laws”), in the name and on behalf of Customer’s Affiliates.
- 1.2 Roles of the Parties: Parties acknowledge and agree that with regard to the Processing of Customer Data, Philips will act as Processor for Customer, who acts as Controller (or Processor). If Customer is a Processor, Customer warrants that its instructions and actions with respect to the Customer Data have been authorized by the relevant Controller.
- 1.3 Definitions: The definitions used in this DPA have the same meaning as in the Agreement or Applicable Laws. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity (“control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity).

#### 2. Processing of Customer Data & termination.

- 2.1 Processing of Customer Data: The subject-matter of the Processing of Customer Data is the provision of the Services, as described in the Agreement. The nature of the Processing of Customer Data may include hosting and storage; computing; service change management; technical support/issue resolution and such other Services set forth in the relevant documentation made available by Philips or otherwise agreed between the Parties. The categories of Individuals whose Personal Data will be subject to Processing by Philips include: any individuals whose Personal Data is provided to Philips via the Services, such as patients or Customer’s personnel, suppliers, and end-users. The categories of Customer Data may include: any Personal Data provided to Philips such as health-related data.
- 2.2 Termination: This DPA remains in effect during the Term plus, if applicable, a period of three (3) months after the Term, during which Philips may keep Processing Customer Data to enable business continuity (“Run-Out Period”) after which it will terminate by operation of law.

#### 3. Obligations of Customer.

- 3.1 Customer shall Process Customer Data in compliance with the Applicable Laws, including when acquiring Customer Data and when instructing Philips to Process Customer Data.

#### 4. Obligations of Philips.

- 4.1 Customer instructions: Philips shall Process Customer Data only: (i) on behalf and for the benefit of Customer; (ii) in accordance with the instructions of Customer as documented in this DPA; (iii) for the provision of the Services; and (iv) to the extent required or permitted by the Applicable Laws that Philips is subject to.
- 4.2 Non-disclosure: Philips shall not disclose Customer Data to any third party without the prior written approval of Customer, except where such disclosure is required or legally permitted to: (i) perform the Services; (ii) comply with a legal obligation; or (iii) comply with a valid and binding order of a governmental body or court.
- 4.3 Confidentiality: Philips shall ensure that its employees and any other person authorized to Process Customer Data: (i) are informed of the confidential nature of the Customer Data, (ii) will have access to Customer Data only to the extent necessary to perform the Services, and (iii) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.4 Security: Philips shall maintain appropriate technical and organizational measures to safeguard security (including protection against unauthorized or unlawful Processing and Personal Data Breaches, confidentiality, and integrity of Customer Data), as set forth in the relevant security documentation provided by Philips in relation to the Services or as otherwise agreed between the Parties.
- 4.5 Personal Data Breach: Philips shall notify Customer, without undue delay, if Philips becomes aware of a Personal Data Breach as determined by Philips in compliance with Applicable Laws. Such notification may be delivered to one or more of Customer’s representatives by any means Philips selects, including via

email. Philips shall undertake reasonable efforts to identify the cause of a Personal Data Breach and take those steps as Philips deems necessary and reasonable to remediate the cause of such Personal Data Breach to the extent the remediation is within Philips' reasonable control.

- 4.6 Privacy Requests: Taking into account the nature of the Services, Philips shall take reasonable steps to assist Customer, at Customer's expense, with appropriate technical and organizational measures, insofar as reasonably possible, in the fulfilment of Customer's obligation to respond to requests from an Individual to exercise its rights as set forth by the Applicable Laws.
- 4.7 Deletion of Customer Data: Upon the termination of the relevant Service(s), Customer hereby instructs Philips to delete Customer Data that are no longer required for the performance of the Services or alternatively Philips' discretion to anonymize such Customer Data in such a way that the Individual cannot be identified, unless Philips is required or permitted to retain certain Personal Data in accordance with Applicable Laws. Once such Customer Data are anonymized, Customer authorizes Philips to process the anonymized data for its own purposes.
- 4.8 Cooperation and audit: At the reasonable request of Customer, Philips shall make available to Customer all information necessary to demonstrate compliance with its obligations under Applicable Laws. Philips shall take reasonable steps to cooperate with and assist Customer, at Customer's expense, to comply with Customer's obligations under Applicable Laws and if so required, to provide to Customer a certification issued by a qualified independent third-party assessor that Philips' business processes and procedures involving the Processing of Customer Data comply with this DPA.

## 5. Sub-Processors.

- 5.1 Consent to Sub-Processors' engagement: Customer hereby grants to Philips an authorization for the following Processors, engaged by Philips and its Affiliates to Process Customer Data ("Sub-Processors"): (a) Philips' Affiliates; and (b) those entities listed on <https://www.philips.com/a-w/privacy.html> and any other third-party Sub-Processors as necessary from time to time to provide the Services. This authorization constitutes Customer's prior written consent to the subcontracting by Philips of the Processing of Customer Data.
- 5.2 Sub-Processor engagement requirements: When Philips engages a new Sub-Processor, Philips shall enter into a written agreement with each Sub-Processor containing data protection obligations not less protective than those in this DPA and subject to the terms set forth in the Agreement, shall be liable for the acts and omissions of its Sub-Processors regarding the Processing of Customer Data to the same extent Philips would be liable when performing the Services of each Sub-Processor itself under the terms of this DPA.

## 6. Transfers of Customer Data.

- 6.1 Without prejudice to any applicable data restrictions specified in the Agreement, Philips may Process Customer Data globally as necessary to perform the Services. To the extent such global access involves a transfer of Customer Data subject to cross-border transfer restrictions under Applicable Laws, such transfers shall be subject to: (i) for transfers to Philips Affiliates, the terms of the Philips Processor BCRs (which are incorporated by reference and form an integral part of this DPA and are accessible on <https://www.philips.com/privacy>) and (ii) for transfers to third-party Sub-Processors, security and data privacy requirements consistent with the relevant requirements of this DPA and Applicable Laws.