
PharmaCadence Analytical Services, LLC Privacy Policy

Effective Date: May 11, 2026

1. Commitment to the Data Privacy Framework

PharmaCadence Analytical Services, LLC **complies** with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce.

PharmaCadence Analytical Services, has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union and the United Kingdom in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. PharmaCadence Analytical Services has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) Program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>

2. Scope and Role

PharmaCadence Analytical Services, LLC operates as a Contract Research Organization (CRO). In this capacity, we primarily act as a Data Processor (Service Provider) on behalf of our clinical trial sponsors.

Data Types Collected: We process personal data including:

- **Pseudonymized Clinical Data:** Biological sample data, subject IDs, and bioanalytical results provided by Sponsors.
- **Business Contact Information:** Names, titles, and email addresses of our Sponsors' and vendors' employees for contract management and project communication.

3. Choice (Opt-Out)

Individuals have the right to opt out of (a) their personal data being disclosed to a third party (other than our agents/sub-processors), or (b) their personal data being used for a purpose that is materially different from the purpose for which it was originally collected.

To exercise these rights, please contact us at privacy@pharmacadence.com. For clinical trial data, we will coordinate your request with the relevant Trial Sponsor.

4. Accountability for Onward Transfer

PharmaCadence Analytical Services, LLC remains responsible and liable under the DPF Principles if third-party agents (sub-processors) that it engages to process personal data on its behalf do so in a manner inconsistent with the Principles, unless PharmaCadence Analytical Services, LLC proves that it is not responsible for the event giving rise to the damage.

Third-Party Service Providers (Onward Transfers)

PharmaCadence uses a limited number of carefully selected third-party service providers (“sub-processors”) whose services support and enable our business operations. These services may include, as applicable:

- Information technology infrastructure and secure hosting services
- Data storage, backup, and disaster recovery services
- Business communications and collaboration systems
- Professional services such as legal, financial, and compliance support

Such third-party service providers may receive or have access to personal information only to the extent necessary to perform services on our behalf, and solely for purposes consistent with our contractual and regulatory obligations. PharmaCadence does not authorize third-party service providers to use personal information for their own independent purposes.

PharmaCadence remains accountable under the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework for personal data that it receives and subsequently transfers to third-party agents. In particular, PharmaCadence remains responsible and liable under the DPF Principles if a third-party agent processes personal data in a manner inconsistent with the DPF Principles, unless PharmaCadence proves that it is not responsible for the event giving rise to the damage.

All onward transfers of personal information are governed by written agreements that require the third party to provide at least the same level of privacy protection as required under the applicable Data Privacy Framework Principles. A description of categories of

third-party service providers is maintained as part of our internal data protection documentation and is available upon justified request.

Links to Third-Party Websites or Services

Our services may, from time to time, reference or link to third-party websites or services that are not operated or controlled by PharmaCadence. This Privacy Policy does not apply to such third-party websites or services, and PharmaCadence is not responsible for their privacy practices. Individuals are encouraged to review the privacy policies of any third-party websites or services they access.

Law Enforcement, Legal Requests, and Legal Obligations

PharmaCadence may disclose personal information where required to do so by law, regulation, legal process, or enforceable governmental request, including to meet national security or law enforcement requirements. Such disclosures may occur in response to subpoenas, court orders, or other lawful requests, and may be made with or without prior notice where legally permissible.

5. Data Integrity and Purpose Limitation

We process personal data only in a way that is compatible with and relevant to the purpose for which it was collected or authorized by the individual. We take reasonable steps to ensure that personal data is reliable for its intended use, accurate, complete, and current.

6. Data Subject Rights (Access, Amendment, and Deletion)

Individuals in the EU, UK, and Switzerland have the right to access their personal data, and to request that we amend, correct, or delete that data if it is inaccurate or has been processed in violation of the DPF Principles. Individuals also have the right to limit the use and disclosure of their personal data.

Because we process pseudonymized data for clinical trials, individuals should first contact their clinical site or the trial Sponsor to exercise these rights. Per the DPF Pharmaceutical and Medical Products Supplement, the right to access, amend, or erase data may be restricted if doing so would undermine the scientific integrity of the clinical research.

7. Dispute Resolution and Recourse

In compliance with the DPF Principles, PharmaCadence Analytical Services, LLC commits to resolve complaints about our collection or use of your personal information. EU, UK, and

Swiss individuals with inquiries or complaints should first contact our Information Security Officer at: **privacy@pharmacadence.com**.

PharmaCadence Analytical Services, LLC has further committed to refer unresolved DPF complaints to BBB National Programs, an independent dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://bbbprograms.org/programs/privacy/dpf> for more information and to file a complaint. This service is provided free of charge to you.

8. Binding Arbitration

Under certain conditions, you may invoke binding arbitration for complaints not resolved by any of the other DPF mechanisms. For more information, please see Annex I of the DPF Principles on the official DPF website.

9. Regulatory Oversight and Verification

The Federal Trade Commission (FTC) has jurisdiction over PharmaCadence Analytical Services, LLC's compliance with the DPF. We may be required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. PharmaCadence Analytical Services, LLC verifies its compliance through an annual internal self-assessment.