

## Terms of Service for Physicians

The Terms of Service for Physicians described herein apply to the Elsie services offered by CBRA Genomics S.A., a company with head offices at Biocant Technological Park, Núcleo 04, Lote 3, Cantanhede, PORTUGAL, VAT No 510447147, registered in the Commercial Registry Office of Cantanhede, in this act represented by Bruno Soares and Carlos Faro, acting in his capacity of CEO and Board Member, respectively, hereinafter referred to as “**Coimbra**”, used by Physicians or other healthcare providers, hereinafter referred to as “**Provider**”.

The provisions laid down in this agreement do not apply to Genetic Laboratories with which a specific contract is in place.

The Provider is a Physician with a license to practice medicine and provide medical services.

Coimbra operates Elsie, a digital health platform, which provides medical decision support and organizational support for testing and evaluating genetic information from a patient. In this context, Coimbra facilitates the access to the corresponding laboratory services through an optimized order workflow on Elsie. The Provider wants to use these services from Elsie and Coimbra Genomics.

These terms of service are part of the service agreement between the parties.

### 1. Terms and conditions

- 1.1. Coimbra provides the Elsie service through which the Provider can access the genetic laboratory services and may have access to a medical decision support service based on patient’s genetic data.
- 1.2. Coimbra organizes and optimizes all procedures linked with the Elsie services and presents the results to the Provider through the Elsie platform.
- 1.3. Coimbra supports the provision of laboratory services through a new and optimized order workflow on Elsie. Coimbra acts only as a mediator of these services. The genetic laboratories listed on Elsie provide genetic tests directly to the Provider. Coimbra only supports the order processing and forwards it to the corresponding genetic laboratory. Coimbra does not provide genetic testing services, nor these Terms of Service shall be construed, under any circumstances, as indirect provision of genetic testing services. Coimbra exclusively undertakes to provide this mediation service and other services that facilitate the relationship between the Provider and the genetic laboratory.
- 1.4. Coimbra may bill the Provider or the Healthcare Unit where the genetic test is ordered, for the genetic test on behalf of the supplier, i.e., the genetic laboratory, in case this service has been agreed with the laboratory. Alternatively, the laboratory itself will bill the Provider. Nevertheless, the price of the genetic test remains unchangeable.

## **2. Considerations and obligations of Coimbra and the Provider**

- 2.1.** Coimbra bills the genetic laboratory for the Elsie services. The Provider incurs no separate costs related to the Elsie services.
- 2.2.** The Provider agrees with the collaboration between all parties according to the stipulations of this agreement.

## **3. Data privacy and responsibilities**

- 3.1.** The Provider agrees to provide the necessary personal data (name, email, medical specialty, proof of medical license when applicable) to set up his individual account on Elsie in order to use the services provided by Coimbra through the Elsie platform.
- 3.2.** The Provider is responsible for sending the genetic samples to the genetic laboratory, unless otherwise expressly requested by the Provider and accepted by the genetic laboratory.
- 3.3.** All the consent forms legally applicable are part of the Elsie services. The patient's informed consent includes the legitimate consent for carrying on genetic testing and the corresponding data transmission and disclosure between the genetic laboratory and Coimbra, through the Elsie platform. The patient's consent also includes the consent to use the Elsie platform as a service for storing personal data and genetic data, and approval for data collection, transmission and processing as necessary to perform the genetic test by the genetic laboratory.
- 3.4.** The Provider shall ensure the adequate and comprehensive information and consent from the patient and forward it to Coimbra and to the genetic laboratory, according to Coimbra's instructions.
- 3.5.** The Provider may grant access to the Elsie platform only to nonmedical personnel within the framework of the delegable services and in compliance with the data protection regulations. If these prerequisites exist, the Provider may also be granted a separate access to the Elsie platform for nonmedical personnel. However, the Provider alone is responsible for compliance with the data protection legal requirements when delegating the access to the Elsie platform to a nonmedical person.
- 3.6.** Coimbra and the Provider undertake to comply with the applicable regulatory requirements on data protection matters. Notably, Coimbra supports the Provider making available to him the forms and appropriate information and educational material for the patient, and the Provider further undertakes to duly inform the patient and clarify any queries he may have, to the extent necessary for patient's consent required for data privacy compliance purposes to be duly informed, and to use the forms provided by Coimbra in order to obtain patient's informed consent.
- 3.7.** As per clause 3.3. above, the Provider hereby warrants and covenants that, within the scope of these Terms of Service and for the purposes hereto described, the processing of any data pertaining to any patient to whom he/she has had access to shall only be carried

out if all the necessary informed consents for the collection and process of said data have been duly obtained.

- 3.8.** Coimbra, whose registered address is indicated above, is for all relevant purposes, the controller of the personal data which are processed within the context of these Terms of Service, and of the genetic data that may be revealed or shared with the Provider within the context of Elsie's platform services.
- 3.9.** With respect to the personal data collected and processed by the Provider within the context of these Terms of Service, notably patients' personal data, the Provider shall for all relevant purposes, act in the capacity of processor of such personal data, and hereby declares that he/she shall only process such personal data according to Coimbra's written instructions, additionally declaring to adhere and uphold the statutory requirements foreseen on articles 28 and 29 of Regulation (EU) 2016/679 (hereinafter, the "General Data Protection Regulation").
- 3.10.** The personal data of patients processed by the Provider within the context and in relation to the use of ELSIE's platform services shall be processed only for the purposes envisaged by the respective informed consent executed by the relevant patient.
- 3.11.** The Provider's and the patients' personal data, including genetic data, may be stored by Coimbra for the following retention periods:
- 3.11.1. Provider's data, for as long as the Provider's Elsie account remains active and until the date that all Provider's obligations towards Coimbra have been duly accomplished to the satisfaction of Coimbra;
- 3.11.2. Patients' data, for a period of up to 50 (fifty) years, to the benefit of the patients themselves or their relatives, following the date of the upload of the first genetic test results on Elsie, and provided that any and all patient's obligation towards Coimbra are accomplished to the satisfaction of Coimbra. Thereafter, patients' genetic data may only be stored and used by Coimbra on an irreversible anonymised manner.
- 3.12.** The Provider and/or the patients may:
- 3.12.1. request access to his/her personal data which is held by Coimbra, at any time;
- 3.12.2. request a copy of his/her personal data in a structured, commonly used and machine-readable format;
- 3.12.3. exercise his/her rights pertaining to the rectification of the personal data stored and processed by Coimbra, with respect to which Coimbra shall provide its best efforts to ensure that personal data concerning the Provider and/or patient is correct and up-to-date;
- 3.12.4. request the deletion of his/her personal data in case the applicable conditions of the General Data Protection Regulation are met, and object to the processing of his/her personal data on grounds relating to his/her personal situation and/or request its restriction, subsequent to the termination of the retention periods specified above.
- 3.13.** For any question relating to his/her personal data or to exercise the above rights the Provider and/or the patients shall contact Coimbra, in writing, to the following e-mail address: [legal@coimbra-genomics.com](mailto:legal@coimbra-genomics.com)

**3.14.** Furthermore, Coimbra ensures that the Elsie services comply with the required data security and privacy procedures ([www.elsie.pt/dataprivacy](http://www.elsie.pt/dataprivacy)).

#### **4. Termination**

- 4.1. The present agreement enters into force with the acceptance of these terms of service and ends automatically at the end of 12 months.
- 4.2. The duration of this agreement is extended automatically for another 12 months as soon as a new order or request from the Provider is made to Coimbra.
- 4.3. Both parties may terminate the agreement with a notice period of three months.
- 4.4. The right to termination due to extraordinary causes remains unaffected.

#### **5. Intellectual property**

- 5.1. All intellectual properties provided by Coimbra under the Elsie service whether electronic or otherwise, remains the exclusive property of Coimbra.
- 5.2. All improvements that result in intellectual property from the usage of the Elsie services remain the sole property of Coimbra. Coimbra has sole rights to such improvements, as well as the sole right to file patents and the sole right to have any other intellectual property rights that it deems appropriate to protect at its own expense.

#### **6. Confidentiality**

Unless otherwise expressly permitted by these Terms of Service or otherwise agreed in writing, the parties agree that during the term of these Terms of Service and within two years thereafter, each party will disclose confidential information pursuant to the Terms of Service (the “Disclosing Party”) to the other party (the “Receiving Party”), who shall treat such Confidential Information as confidential and not disclose or otherwise disclose it or use it for any purpose not provided for in these Terms of Service. The above provision does not apply to confidential information for which the receiving party can demonstrate that it:

- Was already known by the receiving party at the time of the notification by the disclosing party (and not subject to a confidentiality obligation) and the receiving party can document this;
- Was disclosed to this party by a third party not subject to a confidentiality agreement, without reservation as to this confidentiality agreement;
- Was publicly available or known after being disclosed or developed, and not as a result of any act or omission of any party that violates this Confidentiality Agreement;
- or
- Was independently discovered or developed by the receiving party or on behalf of the receiving party without the Confidential Information of the other party, and the receiving party can document this.

The above provision does not apply to the Patient’s personal data, which can only be processed by the data Controller or Processor following explicit consent of the patient.

#### **7. Final provisions**

- 7.1. Rights arising from these conditions of performance may not be transferred in whole or in part to third parties by either party without the written consent of the other party.
- 7.2. The responsible person from Coimbra for communication under this agreement is:  
Dr. Bruno Soares  
Biocant Technological Park, Núcleo 04, Lote 3, 3060-179 Cantanhede, Portugal
- 7.3. These Terms of Service fully represents the agreements between the parties with respect to the subject matter of the contract and may only be supplemented by written provisions in the assignment. Verbal collateral agreements were not met.
- 7.4. Changes or additions to this agreement must be made in writing in order to be valid. The same applies to the cancellation of this agreement.
- 7.5. Should any individual provisions of this agreement be or become invalid, this shall in no case affect the validity of the remaining provisions. Instead of having an ineffective provision or to fill any gaps in this agreement, an appropriate provision must be agreed between the parties that best describes what the parties have intended for their commercial purpose, otherwise the matter would have been considered from the beginning.
- 7.6. The present agreement is ruled by Portuguese Law.
- 7.7. Any litigation arising from this Agreement or related with it shall be exclusively settled in the Arbitration Centre of the Portuguese Chamber of Commerce and Industry (CAC).