

Please read this contract carefully. By using the software or a part of it, you agree to all the terms and conditions of this agreement. You agree that this contract is like any written contract negotiated and signed by you. This contract is enforceable against you and any legal person on whose behalf it is used. If you do not agree to the terms of this agreement, do not use the software.

This is a contract between you and FARMADOSIS (or, depending on where you live, one of its affiliates) that describes your rights to use the software and services identified in section 1.1. For your convenience, we have written some of the terms of this agreement in question and answer format. It is essential to read the entire agreement because all the terms are important and together they constitute a legal agreement that will apply to you once you approve it. In addition, there are documents and policies to which links are included in this agreement. We urge you to read them as well.

FARMADOSIS and its suppliers own all intellectual property of the Software. The Software is licensed, not sold. FARMADOSIS authorizes you to use or otherwise take advantage of the functionality or intellectual property of the Software only in accordance with the terms of this agreement. Use of third party materials included in the Software may be subject to other terms and conditions that are typically found in a separate license agreement or "Readme" file attached to such materials.

Technologies designed to prevent unauthorized use and copying may be included with the software. Technology may interfere with your use of the software.

1. Scope of the contract, acceptance and changes

1.1. Services covered in the contract

This contract applies to farmadosis.es, as well as to any other software, website or service that is linked to this contract (collectively, the "services").

1.2. Terms of use of the services

Our goal is to create a safer and more secure environment. For this reason, we require that, when using the services, users comply with this contract. The user is prohibited from using the services in any way that violates the rights of third parties, including, without limitation, intentionally causing harm to a person or entity.

1.3. Acceptance of this contract

By providing you with the opportunity to subscribe to or request services, Farmadosis is making you an offer. You must accept these terms and conditions by subscribing to them in order to use them. These terms and conditions constitute a valid contract between you and Farmadosis. By using or accessing the services, or by accepting these terms when the user interface presents you with the option to do so, you are confirming your acceptance to abide by this contract without modifying it in any way. If you do not accept them, you are not authorized to use the services.

1.4. The contract's modification

FARMADOSIS may make changes to this contract. When we are going to change this contract, we will inform you. We may modify the terms of the contract if: (i) required by applicable law, including, but not limited to, a change in law; (ii) it is advised or ordered in accordance with applicable law; (iii) the equivalence ratio between the service and the corresponding consideration is altered; (iv) it is necessary from a technical point of view; (v) it is necessary to guarantee the operation of the services; or (vi) the terms are modified for the benefit of the user. We will inform you of the planned change before it takes effect, either through the user interface, or in an email message or by other reasonable means. We will provide you with the opportunity to cancel services a minimum of 30 days before the change takes effect. If you do not cancel the

services within the notice period, you hereby agree to the modification of this contract. We will also expressly remind you of this fact when we inform you of the change foreseen in this contract.

1.5. Modification of services

We continually work to improve the services, in order to improve or update their functionalities, introduce new features or adapt the services. In addition, we may modify the services or remove features at any time. Regarding paid services, we will notify you in advance of material changes to the services. You can cancel these services at any time. It is possible that we publish the services or features of these in beta version, which may not work correctly or in the same way as the final version.

2. FARMADOSIS Account

To access parts of the services, such as the FARMADOSIS services, you will need a FARMADOSIS account. The FARMADOSIS account is the credential that you will use to authenticate in our network. To create a FARMADOSIS account, you must provide a user name and password, certain demographics, and "proof of account" such as an alternate email address or phone number. Existing FARMADOSIS account holders may need to provide "proof of account" to continue using their FARMADOSIS account. You are responsible for maintaining the confidentiality of your account information and password.

2.1. Account access

If you have forgotten your password or cannot access your account for some other reason, you can retrieve it by visiting the website. Farmadosis does not guarantee that your Farmadosis account can be restored or that its contents (as defined below) will be protected.

3. Contents

3.1. Ownership of content uploaded to servers

The content includes everything that you upload, or store, or transmit through the services, such as data, documents ... (the "content"). Farmadosis does not claim ownership of the content that you provide in the services, except for the material that we authorize and that is incorporated into your content (for example, clipart). Its content remains the property of you and is your responsibility. We strongly recommend that you back up your content regularly. Likewise, we do not control, check, pay or endorse the content that you or third parties make available on the services.

3.2. Access to content

You initially control who can access your content. If you share content in public areas of the services or in shared areas available to other users chosen by you, you expressly accept that any user with whom you have shared the content may, free of charge, use, reproduce, distribute, show, transmit, save and communicate the content to the public only in relation to the services and other products or services of FARMADOSIS or its licenses. If you do not want others to have this ability, please do not use the services to share your content. If you use or share content on the services in a way that infringes others' copyrights, trademarks, other intellectual property rights, or privacy rights, you are violating this agreement. You declare and guarantee that, while this agreement is in force, you have (and will have) all the necessary rights regarding the content that you upload or share in the services, as well as that the use of that content, in accordance with the provisions of this section, does not infringe any law or any rights of any third party.

3.3. Treatment of content

When you upload your content to the services, you agree that your content may be modified, adapted, saved, reproduced, distributed and displayed to the extent necessary to protect you and to provide, protect and improve FARMADOSIS products and services. When processing your content, FARMADOSIS takes steps to help protect your privacy.

3.4. Content not allowed

No content that infringes this contract or local legislation is allowed

FARMADOSIS reserves the right to review the content for the purpose of enforcing this contract.

FARMADOSIS may block or prevent by any other means the delivery of any type of email, instant message or other communication that comes from the services or is intended for them, as part of our effort to protect the services and our customers or enforce the terms of this contract by any other means.

3.5. Content removal

We reserve the right to reject any content or remove it from the services at any time if we understand that it infringes applicable law or this contract, or if it exceeds storage or file size limits. We may refuse to post content and remove it, with or without reason. If the content that you store in the services is legal, complies with the conditions of this contract, is protected by intellectual property laws and you are authorized to use it, we will provide you with the opportunity to recover it. This condition will not apply if the content is removed from our servers for the reasons indicated in this contract.

4. Cancellation of services

4.1. Breach of contract

If you breach the terms of this contract and continue to breach the obligation in question after receiving notice requiring you to cease the breach after an appropriate and reasonable period of time, we may take action against you, including (without serving limitation) remove your content from the services, suspend your access to the services, ask you to refrain from performing certain activities, cancel your services or communicate said activity to the competent authorities. This provision does not affect the additional legal rights of FARMADOSIS to terminate the contract immediately for just cause, including that you breach any of the material obligations of this contract. Material obligations are understood to be all those that must be fulfilled to properly execute this contract, that allow the objectives of this contract to be achieved and that, in general, the user can assume that they must be fulfilled in accordance with the substance and form of this contract. If the content is removed and the services are cancelled, the data will be deleted and the data will be irretrievable. For this reason, we strongly recommend making regular backups of the data and content that you store on the services.

4.2. Termination of services

You can terminate the services at any time and for any reason. To cancel a paid service, see section 9.10. If you are cancelling the services, the quickest way to remove your content from them is to manually remove it from the various components of the services (for example, manually remove your email). However, please note that content that you have removed or associated with a closed account will no longer be accessible to you, it may remain on our systems for a period of time.

If your services are cancelled or terminated (either at your request or at FARMADOSIS's request), your right to use the services will immediately cease and your license to use our software will terminate. If your FARMADOSIS account is terminated or terminated (either at your request or at FARMADOSIS's request), your right to use your FARMADOSIS account will cease immediately. If your services are cancelled or terminated, we may permanently remove your content from our servers, with no obligation to return it to you. Therefore, we recommend that you back up your content regularly.

5 Privacy

Your privacy is important to us. We use certain information compiled from you to operate and offer our services. As part of the services, we can as well load automatically the information on your computer, usage made of our services and performances of the latter.

5.1. Cookie

Services are using cookies. A cookie is a small text archive kept in a device by a web server. Cookies contain text that can only be read by a web server owned by the domain that emitted the cookie. Services use cookies for different reasons, such as store your preferences and settings, to customise the content for you or analyse the usage of services made by users to improve them. We use cookies as well as part of the subscription process to the FARMADOSIS account, as well as offering online advertisement (ads based on behavioural advertising). **When using the services, you accept we store cookies in your device as allowed by your customer configuration.**

5.2. Data Disclosure

You accept and authorize expressly that FARMADOSIS gain access to the information related to your use of services, to disclose or conserve it, which includes (without being a limitation) your private information and its content, as well as the information that FARMADOSIS gather about you through your use of the services (for example, IP address and other third parties information) when FARMADOSIS understands, of good will, that this information is necessary to: (a) Comply with the applicable law or respond to legal processes initiated by the competent authorities; (b) To comply this contract or protect FARMADOSIS proprieties or rights or those of our customers; (c) Help to avoid physical injuries or the passing of any given person.

5.3. Legal Process Response

Same as other internet service providers, FARMADOSIS receives legal requests and orders from judicial and law enforcement authorities, governmental entities and private litigators about the content stored in our network. This information can be related to a supposed crime or civil matter and tend to be demanded in compliance to the regular legal procedure of the country or location where the activity was produced. FARMADOSIS could be obligated to comply with demands of your information and/or content within these investigations or legal procedures.

5.4. Data Access

FARMADOSIS has access to the aforementioned data and realise automatized processes in the following situations:

- Security backups
- Corrective maintenance
- Data migration derived from evolutive maintenance

FARMADOSIS won't apply or use the data outside the authorized use in this contract, neither will it be communicated, not even for its storage by third parties, acting at all moments in compliance with the diligence and regular practices of the industry.

THE CUSTOMER in his/her condition of archive holder, is responsible for the data archive of personal character created in the mentioned centre, and registered in the Information Commissioner's Office.

6. Data Responsibility

THE CUSTOMER, in his/her role of archive responsible, manifests:

To have the proper archives registered within the Information Commissioner's Office.

To be in compliance with the principles of data protection which, in his/her role of archive responsible, are demanded according to the law in vigour.

To have implanted, in compliance with what is established within the RGPD UE 679/2016, (LOPDGDD), of data protection, adequate measures in your work centre to guarantee the security of personal information, including the protection against non-authorized or illicit treatment and against its lose, destruction or accidental damage, through the application of appropriated technical or organisational methods which guarantee the integrity and confidentiality of the data with personal character.

FARMADOSIS S.L informs you of the Data Treatment you can perform as a consequence of the service offer and manifests:

- Concerning the treatment of customer data with personal character, the entity FARMADOSIS S.L, facilitates the following data protection information: In compliance with what is disposed within the RGPD UE 679/2016, (LOPDGDD) the following data protection information is given to you: Responsible of treatment: FARMADOSIS S.L., CIF: B57433112, Dir. Postal: GREMI DE SELLETTERS I BASTERS, 14 BJOS, C.P.: 07009, PALMA DE MALLORCA, Phone number: +34902.918.986, Email: info@farmadosis.es. FINALITY: In FARMADOSIS S.L. we treat information you provide us with the end of providing the service requested, to bill the latter and manage the data shipment and commercial prospecting. Personal data given will be conserved meanwhile they remain useful to the indicated end, and, in all cases, during the legal time frame and for the necessary time to attend the possible responsibilities born from the treatment. FARMADOSIS S.L. has measures that guarantee the continuing confidentiality, integrity, availability and resilience of the systems and treatment services. Furthermore, FARMADOSIS S.L. has adopted measures to verify, evaluate and value regularly the efficiency of the implanted technical and organisational methods to guarantee the treatment security. LEGITIMATION: Treatment of your data with personal character is based in the execution of a contract, the compliance of a legal obligation and its consent, in compliance with what is established within the General Data Protection Regulation GDPR UE 679/2016 (Art. 6.1. A. B. C). RECIPIENTS: Data will not be ceded to foreign third parties but when a legal obligation exists. There is no forecast of data transfer to third countries. RIGHTS: You can exercise your access rights, rectification, suppression, portability, limitation and opposition to your data treatment as well as not be the subject of decisions based solely in the automatised treatment of your data with personal character. You have the right to present a Reclamation before the Control Authority: XXXX

Furthermore, FARMADOSIS S.L. informs you that, as consequences of the service offered, it can access data with personal character from your users acting as Treatment Supervisor within the terms of article 28 of the GDPR UE 679/2016. FARMADOSIS S.L. regulates this data with personal character treatment it can operate in respect to your users, through the corresponding contract of Treatment Supervisor which can be found at the last point of the present conditions.

In any case, AMCO, has the adequate security measures in compliance with what is established in articles 5.1.f, 5.2 and 32 of the General Data Protection Regulation (GDPR) Regulation (UE) 2016/679.

7. Service interruptions and backups

We try to keep our services functioning, however, all online services suffer occasional interruptions. It's convenient to realise regular security backups of the content stored in your services. Having a plan of regular backup and following it can help to avoid the loss of content.

8. Activities that cannot be performed with services

In addition to the other restrictions of this contract, you may not: elude nor skip the technical protection measures contained within the software or services; use techniques of reverse engineering, decompilation of the software or any other aspects of the services – included within them, or accessible through them, but exclusively in the measure where the intellectual property regulation allows it expressly; divide the

components of the software or services to use them in different devices; publish, copy, rent, lease or cede the software or services; nor transfer the software, software license or rights relative to the services, except in the measure where this contract allows it expressly. You will not use the services in any way not authorized that could interfere with the use of the former by any other person, or with his service access, data, accounts or networks. You will not authorize services access to non-authorized third parties applications.

9. If you use FARMADOSIS paid services, the following terms apply to you

9.1 Charges

If a charge exists associated to the services, you accept to pay this charge. The indicated price for the services includes all applicable taxes and currency exchange rates, unless the contrary is specified.

9.2. Your Billing Account

To pay the charges of a service, you will be asked to provide a payment method when subscribing to said service. You can access the information of your billing account and payment method and modify them in our web site. You accept to keep up to date the information of your billing account at all time. In addition, you accept to allow FARMADOSIS the usage of your updated account information concerning your payment method provided by the issuing bank or applicable payment network. If you provide us with instructions to stop using your payment method and do not provide us another payment method after we notify that you must do so and within a reasonable time frame, we may cancel your payment service for justified causes. **The notification you may send us won't affect the charges we may operate on your billing account before we can reasonably take the necessary measures to modify your billing account information.**

9.3. Billing

When you provide FARMADOSIS with a payment method, you (I) declare that it is authorized to use the payment method provided and the payment information is true and exact; (II) authorize FARMADOSIS to charge you for the services using the payment method you indicated; and you (III) **authorize FARMADOSIS to charge you for any payment characteristic of the services you decide to subscribe to for its use during the duration of this contract.** Billing of charges to your payment method may be done in compliance to our agreement, which includes: (a) at the time of purchase; (b) shortly after the purchase; or (c) periodically for the subscription services. If you allow it, billing could be done in advance as well. In addition, it's possible to charge you the quantity you may have authorized and we will notify you the difference in advance of the periodical subscription services. We may bill together more than one of your previous or current billing windows.

9.4 Autorenewal

Whenever autorenewals are allowed in your country, province or state, we will inform you that autorenewal will be activated at the moment of subscribing or just before autorenewal. Once we have informed you the services will autorenew, we will be able to proceed to renew the subscription to the services automatically and process the charge corresponding to the renewal time frame at the price in vigour. We will remind you as well we will bill you, in compliance with the payment method chosen by you, the renewal of services, and we will provide you instructions to cancel the service if you wish. We will charge you the price presently in vigour for the renewal period, unless you notified us of your wish to cancel the contract within a minimum of **1** month in advance of expiration or next renewal, or in compliance with the instructions we may have provided you in how to proceed with said cancellation.

9.5. Online bill and errors

We will provide you an online bill in our Web site, where you can consult and print it. At regular intervals, and at least once a month, it is your obligation to consult the online bill, which will be the only one we provide you. **It is your responsibility to print and safeguard a copy of each online bill, and store it for your archives.** If errors exist in the bill, we will fix them in the briefest delay once you communicated them and we examined the charge. It is necessary you communicate us the existence of errors with the bill within **30 days** after the initial appearance of an obvious error. If you do not communicate with us within this time frame, you exempt us of any responsibilities and reclamation due to losses due to any error caused by a slight negligence; furthermore, in this case, we will not be obligated to correct the error nor provide any

refund. In all other cases, if FARMADOSIS identifies any billing error, we will inform you and adopt measures to correct it as soon as possible.

9.6. Reflection period

When you request us services, you will have the right to cancel them or to a “reflection period” of 15 days, unless we start provided service immediately, in which case you will not have right to cancel nor any reflection period. You may cancel said services in compliance to what is established in section 9.10. Please see section 9.9 for more information about FARMADOSIS refund policies.

9.7. Evaluation period offers

If you're taking part in any evaluation period offer, you will have to cancel the services once the evaluation period is over to avoid new charges, unless we notify you something else. Services can be cancelled in compliance with section 9.10. If you do not cancel the services and we informed you the services will become a paid subscription when the evaluation period is over, we informed you of the applicable charges and other terms that may be applied to your situation, therefore you authorize us to charge your payment method the price presently in vigour for the services.

9.8. Price modification

If there is established a term and specific price pour your services offer, this price will still be in vigour until the end of the offer. You will have to accept a new offer with its price if you wish to continue using the services. If services are offered on fixed terms (for example, monthly) without specifying any duration, and it's not an evaluation offer, we may change your price up to a 10% yearly, but we will have to inform with minimum delay of 30 days before the modification takes place. You will have the opportunity to cancel the services before the price change. When we inform you of price change, we will also inform you it will take place if you do not cancel the services. Once the validity period is over, whenever you have not cancelled the services after receiving our notification, we will charge you the use of services at the new price. If you do not agree with the price change, you will have to cancel and stop using the services before the change takes place. If you cancel them, services will end at the final date of the current services period or, if we bill your account on a periodical basis, at the end of the period in which you deposited the cancellation.

9.9 Refund policies

Generally, charges are not refundable, unless the refund is due to an ordinary cancellation, a cancellation for justified cause, or a guilty behaviour or omission from FARMADOSIS, which includes the fact services where never really offered. If you are entitled to a reflection period in compliance to section 9.6, you will be refunded, within a reasonable delay, the charges you have really paid.

9.10. Services cancellation

You can cancel all services at any given time, with or without motives through our web site or mail at info@farmadosis.es. You must refer to the offer where services are described, because (I) it may be possible you will be entitled to pay all charges made on your billing account for services given before the cancellation date; or (ii) it is possible you may lose access to your FARMADOSIS account when cancelling the services.

9.11. Overdue payments

You must pay the reasonable costs we may incur to charge the due charges you may owe us, including the reasonable lawyer fee, as well as taxes and legal fees, depending what is allowed by the laws and regulations in vigour. We can suspend or cancel your services if you don't pay fully and punctually after we send you a remainder (with the warning of suspending or terminating the services) for you to realize the payment within an acceptable delay. You can avoid suspension or cancellation by performing the required payment within the appropriate time frame given by the remainder. Suspension or cancellation of services due to overdue payments may lead you to lose access to your FARMADOSIS account.

9.12. Payments in your favour

If we owe you any payment, you will accept to provide us in a timely and accurate manner all the information we may need to send you the payment. You are responsible of the taxes and charges that may incur as a result of this payment in your favour. **If we perform by mistake a payment in your favour, if we can recover it or ask for its devolution, and you agree to collaborate with us.**

9.13. Internet access services and other charges

You will be responsible for the payment of the Internet provider fees. Said fees are additional to the ones corresponding to the services. If you gain access to the services through a wireless device (for example, mobile phone or tablets), the company in charge of the wireless network may charge you fees for the alert services, internet browsing, messages and other items which demand the use of wireless data and transmission time. Consult your provider to check if such fees could be applied to you. You are the only responsible of all charges incurring to gain access to the services through any communication service, may it be wireless or not.

9.14. Fees

With the exception of an annex offer to this contract, services will be charged in a special manner. Please, contact with the sales department at depcomercial@farmadosis.es.

10. FARMADOSIS does not grant any additional warranty

FARMADOSIS provides services “as they are”, “in the state they are found” and “subject to availability”. We do not guarantee you neither the accuracy or punctuality of the available information within the services. You recognize and accept that the equipment and communication systems are not without flaws and occasional inactivity periods may incur. We can guarantee the services will be uninterrupted, punctual, secure or free of errors. FARMADOSIS and our subsidiaries, distributors and provides do not grant any warranty nor explicit condition. You are assisted by all warranties provided by the law, but we do not grant you any other. FARMADOSIS excludes all implicit warranties, including the marketable ones, suitability for a determined end, professional competence and absence of infractions.

11. Responsibility limitation

In case FARMADOSIS incur into a breach and THE CUSTOMER opts for a termination of contract, the amount of the compensation for damage and injuries caused by the breach, we will be limited within a contract of Service Level (SLA) that can be signed by both parties once the service is started, and won't be able to surpass in any case the amount paid by THE CUSTOMER, corresponding to this contract during the year in which the termination is done. This quantitative limit must be considered accumulatively and not for each incident particularly.

THE CUSTOMER and FARMADOSIS can reclaim within 1 year of knowing a breach of obligation.

11.1. FARMADOSIS will only be responsible for slight negligence from FARMADOSIS, its subsidiaries agents and legal representatives in case of breaching any material obligations set by the contract. By material obligations are understood all which must be accomplished to execute correctly this contract, which allow to achieve the goals of this contract and, in general, the ones the user may expect to be accomplished in compliance with the background and form of this contract.

11.2. Neither FARMADOSIS nor its subsidiaries agents or legal representatives will be responsible for any unpredictable or non common damage or injury, nor for any economical loss in relation with any indirect damage or injury, including the loss of benefits, unless FARMADOSIS, its subsidiaries agents or legal representatives have done, at least, any dire negligence.

11.3. The limitation of responsibility won't affect in any way the legal objective responsibility of FARMADOSIS, which includes, not as a limit, the one that corresponds in virtue of the laws covering product responsibility and legal responsibilities due to warranty breach. This will be the responsibility of FARMADOSIS, its subsidiaries agents and legal representatives in case of damages due to negligence against life, physical integrity or somebody's health.

11.4. Aside from what is stipulated in subsections 11.1 to 11.4 of section 11, no other type of reclamation can be done, be it contractual or legal, of this contract or the usage of services, excepting the contractual or legal responsibilities of FARMADOSIS in case of passing or personal injuries not previously covered in section 11.

12. Farmadosis contracting entity

"Farmadosis" means Farmadosis S.L., a limited company of the Spanish state, with address at Calle Elcano nº 10 Bj. 07014 Palma de Mallorca, Illes Balears, Spain.

13. Assignment and transfer

We may assign, transfer or otherwise dispose of our rights and obligations under this contract, in whole or in part, as long as such assignment is not to your detriment, at any time and without notice.

14. Notices

This contract is presented in electronic format. We may request information from you by email at the address you specified when registering for the services. We recommend monitoring and maintaining the email address you have specified. If you do not consent to receive notifications electronically, you must stop using the services. You can send notifications to Farmadosis as established in the customer service area.

15. Jurisdiction

In the event that any type of discrepancy or difference occurs between the parties in relation to the content of this contract, the parties will negotiate in good faith, to try to resolve the discrepancy or difference within a maximum period of one (1) month to be counted. From the date on which any of the parties formally notify the others of the appearance of the discrepancy.

In the event that the discrepancy or difference is not resolved within the maximum period indicated, the parties agree, waiving their own jurisdiction that may correspond to them, that any litigation or discrepancy related to the existence, validity, interpretation, scope, content, execution and suspension or termination of this contract or of any annex or complementary document that develops or complements it, will be dealt with in the Courts and Tribunals of the city of xxxxxxxxxxxxxxxx .

15.a. Interpretation of the contract

This is the entire contract between you and Farmadosis regarding your use of the services. The titles of the sections of the contract are provided for reference purposes only and have no legal effect. All parts of this contract are applicable to the maximum extent permitted by relevant legislation. If a court holds that we cannot enforce part of this contract, as drafted, we may replace the affected terms with similar ones to the extent necessary for them to apply under the relevant law, but the rest of the contract will not be modified.

16. Force majeure

If the fulfilment of any of the obligations contained in this Contract by any of the parties is prevented, hindered, or delayed by any cause of force majeure, as defined in article 1.105 of the Civil Code, the cited par will be excused from the mentioned compliance, to the extent that compliance is necessarily impeded, hindered or delayed by the subsistence of the mentioned cause, and the contract will be suspended for as long as this force majeure subsists. It will be understood that general strikes, including those in the sector, are for these purposes causes of force majeure.

17. Assignments

This contract exclusively regulates the relationship between you and Farmadosis for mutual benefit. It is not intended for the benefit of a third party, except for authorized successors and assigns.

18. Font components

You can use the fonts to display and print the content only while using the services. You are not allowed to bypass the font embedding restrictions.

19. Support

Technical support for Farmadosis services is available through Farmadosis.es. Any claim related to the fulfilment of this contract will be sent to the website stipulated in this clause.

Notices

Notices on Intellectual Property and Trademarks. All the content of the services is protected by copyright: Copyright © 2013 Farmadosis.ES All rights reserved.

ANNEX CONDITIONS OF THE CONTRACT IN THE TREATMENT SUPERVISOR

In accordance with article 28 of the General Data Protection Regulation, REGULATION (EU) 2016/679, the Company FARMADOSIS SL, provides development, installation and maintenance services of Computer Software for drug dosing, and in accordance with Regulation (EU) 2016/679 regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data (General Data Protection Regulation), acts as the Treatment Manager with respect to the data transferred by the client and assumes the inherent obligations in accordance with the provisions of the aforementioned article 28 of the General Data Protection Regulation.

The conditions and obligations regarding the transfer and / or access to personal data between FARMADOSIS S.L., as Person in Charge of Treatment and the client, as Responsible for Treatment, are regulated below, in accordance with article 28 of the GDPR, and both parties

EXPOSE:

FIRST.- That the Responsible for the Treatment has contracted the services of development, sale, installation and maintenance of Computer Software of the Person in Charge of the Treatment. The conditions of the contracted services are regulated in the corresponding service provision contract. The parties agree to sign this contract to comply with the provisions of the General Data Protection Regulation, REGULATION (EU) 2016/679.

SECOND.- Both parties acknowledge sufficient legal capacity to sign this contract that regulates the transfer and / or access to personal data between the contracting parties in accordance with article 28 of the GDPR, the following being applicable:

CLAUSES / STIPULATIONS

FIRST.- The object of this contract is the regulation of the transfer and processing of personal data between the DATA CONTROLLER and the DATA CONTROLLER in accordance with the provisions of article 28 of the GDPR.

The RESPONSIBLE FOR THE TREATMENT has been using, from the date of the signing of the contract, the services of the IT professional, dedicated to the development, sale, installation and maintenance of dosing Computer Software applications.

Purpose of the treatment order: Through these clauses, the provider of the maintenance service of COMPUTER SOFTWARE and Treatment Manager is enabled to process on behalf of the DATA CONTROLLER the personal data necessary to provide the service of development, sale, installation and dosing COMPUTER SOFTWARE maintenance.

The treatment to be carried out is specified in:

Pick up Farmhouse Modification

Extraction Communication Diffusion

Interconnection structuring Destruction

Conservation Communication by transition

Record Limitation

Consultation Others

SECOND.- For the execution of the services derived from the fulfilment of the Purpose of this order, the client as Responsible for the Treatment makes available to the Person in Charge of Treatment, the information described below: TREATMENTS OF Clients and Dosage Users. Stakeholder Categories; Clients and Users. **TYPOLOGY OF PERSONAL DATA:** Identifying Data, Personal Characteristics, Transactions of Goods and Services and Commercial Information, and specially protected data. **Assignments:** - Directly related Organizations or Persons.

THIRD.- This agreement has a duration that is established in a contract for the provision of services between the parties. Once the contract for the provision of services has ended, the person in charge of the treatment must delete and return to the person in charge of the treatment and / or the new person in charge of the treatment that is designated the personal data object of treatment.

The Treatment Manager must delete any copy and / or support that contains personal data. If, due to legal regulations or liability to third parties that may arise from the service provided, the person in charge of the treatment must keep a copy of the personal data that is the object of the treatment, he will notify the person responsible for the treatment of said circumstance and will keep said copy duly blocked to avoid unauthorized access.

FOURTH.- OBLIGATIONS OF THE TREATMENT MANAGER

The Treatment Manager and all his staff undertake to:

A - Use the personal data that is the object of treatment, or those collected for inclusion, only for the purpose of this order. In no case may you use the data for your own purposes. In no case will the Treatment Manager access or apply the data contained in the files for purposes other than those established in this contract, nor will they communicate them, either directly or indirectly, to unauthorized third parties. The Data Controller must establish the appropriate technical and organizational security measures that, in accordance with articles 5, 28 and 32 of the GDPR, guarantee a level of protection regarding the confidentiality, integrity, availability and permanent resilience of the systems and / or Treatment services. In addition to guaranteeing confidentiality, integrity, availability and / or restoring availability in the event of an incident, the processing of personal data.

B- Treat the data in accordance with the instructions of the person responsible for the treatment. If the person in charge of the treatment considers that any of the instructions infringes the GDPR or any other provision on data protection of the Union or of the Member States, the person in charge will immediately inform the person in charge. The Person in Charge of Treatment undertakes to comply with the provisions of this contract and with the provisions of the applicable regulations on data protection.

C- Keep in writing a record of all the categories of treatment activities carried out on behalf of the person in charge. Unless the provisions of article 30.5 of the GDPR are applicable to the person in charge of the treatment.

D- Do not communicate the data to third parties unless you have the express authorization of the Data Controller or in legally admissible cases. The person in charge can communicate the data to other managers of the treatment of the same person in charge, in accordance with the instructions of the person in charge. In this case, the person in charge will identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated and the security measures to be applied to proceed with the communication. If the person in charge must transfer personal data to a third country or an international organization, by virtue of the law of the Union or of the Member States that is applicable, he / she will inform the person in charge of this legal requirement in advance, unless such Law prohibits it. for important reasons of public interest.

E- Maintain the duty of secrecy regarding the personal data to which you have had access by virtue of this assignment, even after its purpose ends.

F- Guarantee that the persons authorized to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be duly informed.

G- Maintain at the disposal of the person in charge the supporting documentation of the fulfilment of the obligation established in the previous section. **H-** Guarantee the necessary training in the protection of personal data of the persons authorized to process personal data.

I- Assist the data controller in responding to the exercise of the rights of:

I-1. Access, rectification, deletion and opposition.

I-2. Limitation of treatment.

I-3. Data portability.

I-4. Not to be the subject of automated individualized decisions (including profiling).

J- Right to information in the legally necessary cases in accordance with article 13 and corresponding ones of the GDPR.

K- Support the data controller in carrying out impact assessments related to data protection, when appropriate. **L-** Support the data controller in conducting prior consultations with the supervisory authority, when appropriate.

M- Make available to the person in charge all the information necessary to demonstrate compliance with their obligations, as well as to carry out the audits or inspections or controls carried out by the person in charge or another auditor authorized by him.

N- Designate a data protection officer and communicate your identity and contact details to the person in charge only when it is mandatory in accordance with the GDPR. The person in charge has appointed PROTOCOLOS DE SEGURIDAD INFORMATICA PROTECMIR S.L. as Data Protection Delegate. B87193207 Contact details of the Data Protection Officer: Contact: [http: www.protecmir.com /](http://www.protecmir.com/) Email: protecmirlegal@protecmir.com. Contact telephone number 971918848.

FIFTH.- The Person in Charge of Treatment undertakes to implement the security measures derived from the Risk Assessment carried out by the Person Responsible for Treatment. In any case, the Person in Charge of Treatment must apply to the personal data, which are the object of treatment, the mandatory security measures depending on the nature of the personal data processed.

The Treatment Manager and the Treatment Manager must implement and record the appropriate technical and organizational security measures to avoid the alteration, loss, treatment or unauthorized access to the Personal Data that are subject to Treatment. Appropriate technical and organizational security measures must be implemented taking into account the state of technology, the nature of the stored data and the risks to which they are exposed, whether they come from human action or from the physical or natural environment. **The Person in Charge of Treatment will submit to audits, by the Person in Charge of Treatment, to prove compliance with the applicable security measures.**

In any case, it must have implemented and accredited Security Measures and / or Procedures for:

A- Guarantee the confidentiality, integrity, availability and permanent resilience of the treatment systems and services.

B- Restore availability and access to personal data quickly, in the event of a physical or technical incident.

C- Regularly verify, evaluate and assess the effectiveness of the technical and organizational measures implemented to guarantee the security of the treatment.

D- Pseudonymize and encrypt personal data where appropriate.

SIXTH.- At the end of the Contract for the provision of services, the Person in Charge of Treatment will have to carry out one of the following actions at the choice of the Person Responsible for Treatment:

A- Return to the Data Controller the personal data, and if applicable, the media where they are stored once the provision has been completed or concluded.

B- Return to the Treatment Manager designated in writing by the Treatment Manager, the personal data, and if applicable, the media where they are stored, once the provision has been completed.

C- Destroy personal data once the provision has been completed. Once destroyed, the Processor must certify their destruction in writing and must deliver the certificate to the Data Controller.

D- In any of the options selected, the Treatment Manager is obliged to return and destroy the Personal Data that are subject to treatment. This return and / or destruction must entail the total erasure of the personal data existing in the computer equipment used by the Person in Charge of Treatment. However, the Manager may keep a copy with the personal data duly blocked, as long as responsibilities may arise as a consequence of the Legal Regulations applicable to the provision of services that the Treatment Manager performed on behalf of the Treatment Manager.

SEVENTH.- Subcontracting. The person in charge of the treatment:

It is obliged not to subcontract any of the services that are part of the object of this contract that involve the processing of personal data, except for the auxiliary services necessary for the normal functioning of the services of the Person in Charge.

If it is necessary to subcontract any treatment, this fact must be communicated in advance and in writing to the Responsible, 30 days in advance, indicating the treatments that it is intended to subcontract and clearly and unequivocally identifying the subcontractor company and its contact details. Subcontracting may be carried out if the Responsible Party does not express its opposition within the established period. The subcontractor, who will also be in charge of the treatment, is also obliged to comply with the obligations established in this document for the person in charge of the treatment and the instructions issued by the person in charge. It is the responsibility of the initial Manager to regulate the new relationship so that the new Manager is subject to the same conditions (instructions, obligations, security measures ...) and with the same formal requirements as him, in relation to the adequate treatment of the data. personal and the guarantee of the rights of the affected persons. In the event of non-compliance by the sub-manager, the initial Processor will continue to be fully responsible to the Data Controller in relation to compliance with the obligations.

EIGHTH.- When the affected persons exercise their rights of access, rectification, deletion and opposition, limitation of treatment, data portability and no longer be subject to automated individualized decisions, before the person in charge of the treatment, he must communicate it by email to the address indicated by the person responsible for the treatment. The communication must be made immediately and in no case beyond the business day following the receipt of the request, together, where appropriate, with other information that may be relevant to resolve the request.

NINTH.- Notification of data security violations. The Person in Charge of Treatment will notify the person in charge of the treatment, without undue delay, and in any case before the maximum period of 72 hours, to the email of the Responsible, the violations of the security of the personal data in his charge of which he has

knowledge, together with all the relevant information for the documentation and communication of the incident. Notification will not be necessary when it is unlikely that said breach of security constitutes a risk to the rights and freedoms of natural persons.

If it is available, at least the following information will be provided:

- a) Description of the nature of the personal data security breach, including, where possible, the categories and approximate number of affected interested parties, and the categories and approximate number of affected personal data records.
- b) The name and contact details of the data protection officer or other contact point where more information can be obtained.
- c) Description of the possible consequences of the violation of the security of personal data.
- d) Description of the measures adopted or proposed to avoid the violation of the security of personal data, including, if applicable, the measures adopted to mitigate the possible negative effects.

If it is not possible to provide the information simultaneously, and to the extent that it is not, the information will be provided gradually without undue delay. It is the responsibility of the person in charge of the Treatment to communicate the data security violations to the Data Protection Authority. It is the responsibility of the person in charge of the Treatment to communicate in the shortest possible time the data security violations to the interested parties, when it is probable that the violation poses a high risk to the rights and freedoms of natural persons.

TENTH.- OBLIGATIONS OF THE DATA CONTROLLER:

It corresponds to the Data Controller:

- A-** Deliver the personal data specified in the second clause of this contract to the Person in Charge of Treatment.
- B-** Carry out a Risk Analysis of the Processing of Personal Data that are commissioned.
- C-** Carry out an Impact Assessment regarding the personal data in the treatment operations to be carried out by the Person in Charge and carry out a Prior Consultation if applicable in accordance with the GDPR.
- D-** Ensure, prior to and throughout the treatment, compliance with the GDPR by the Manager.
- E-** Supervise the treatment, including the performance of controls and audits.
- F-** It is the responsibility of the data controller to facilitate the right to information at the time of data collection.

ELEVENTH.- This contract will have a period of duration determined according to the services that the Treatment Manager performs on behalf of the Treatment Manager. This duration is determined by a service provision contract to which this Personal Data Treatment contract must be attached. In such a way that once the services have been completed, this Contract will be understood to be terminated, unless the parties, by mutual agreement and in writing, decide to extend its validity.

TWELFTH.- This Contract will be governed and interpreted in accordance with the laws of Spain and will be submitted to the jurisdiction of the competent Courts and Tribunals.

THIRTEENTH.- Notifications. All notifications, requirements, requests and other communications that have to be made between the Parties in relation to this Contract, must be made in writing and it will be understood that they have been duly made when they have been delivered by hand or sent by certified mail to the address. of the other Party that appears in the heading of this Contract.