

**SERVICE CONTRACT &  
TERMS AND CONDITIONS OF SALE  
AND USE  
OF THE VISITME.Doctor PLATFORM**

Blue Curseur Europe SRL  
(Updated April 21, 2021)

BETWEEN THE UNDERSIGNED:

Blue Curseur Europe SRL, avenue Jules Bordet  
160 - 1140 Evere, Bruxelles, immatriculée au  
registered under the number 0674.738.631

Hereinafter referred to as "The Service Provider",

ON THE ONE HAND,

AND

The Physician subscribing to the service,

Hereinafter referred to as "the Client" and/or "the  
User",

ON THE OTHER HAND,

The Service Provider and the Client shall  
hereinafter be referred to individually as "the Party"  
or collectively as "the Parties".

WHEREAS:

The Service Provider has designed and  
developed a standard Platform (the "Platform"),  
called VISITME.Doctor, which is accessible online  
on computer at the following address: [https://  
www.visitme.doctor](https://www.visitme.doctor).

The purpose of this Platform is to simplify the care  
process and to help with medical follow-up.

The Service Provider markets the Platform which  
offers several features.

The list of features is directly accessible via the  
platform.

The Client wishes to be able to use the Platform  
for his or her own needs and, in general, to

benefit from the services offered by the Service  
Provider under the following conditions.

The Client acknowledges having made a precise  
analysis of his needs, having received from the  
Service Provider all the necessary information, the  
importance of which is decisive for his consent,  
and having detailed information on the essential  
qualities of the service enabling him to assess the  
suitability of the Service to his needs. In the event  
that the Client has not carried out a precise and  
written analysis of his needs, the Client  
acknowledges that the following commercial and/  
or contractual proposal of the Service Provider  
shall be deemed to express his needs.

The Parties have therefore agreed, in compliance  
with regulations and ethics, to this Contract.

THE FOLLOWING HAS BEEN AGREED:

ARTICLE 1. DEFINITIONS

Words with a capital letter, used in the singular or  
plural, shall have the following meaning in this  
contract:

Client: means the healthcare professional or  
healthcare institution that has entered into this  
Contract with the Service Provider.

Contract: refers to all of the stipulations set out in  
these General Terms and Conditions of Sale (or  
"GTCS"), as well as any addendum, in particular  
Special Terms and Conditions, which may  
supplement, modify or replace them, it being  
specified that the preamble and annexes form an  
integral part thereof. In the event of any  
contradiction between the terms of the Special  
Terms and Conditions and those of the General  
Terms and Conditions, the provisions of the  
Special Terms and Conditions shall prevail. The  
Parties acknowledge that the Contract is bilateral,  
for valuable consideration, and of continuing  
performance. The Parties declare that the pre-  
contractual negotiations have been freely  
conducted and that the provisions of the Contract

have been freely negotiated between the Parties within the meaning of the Civil Code.

Visitme.Doctor: refers to the service offered by the Service Provider.

User ID: refers to both the user's own ID ("login") and password ("password"), communicated after registration to the service

Patient: means the natural person wishing to obtain a medical consultation via the Platform.

Platform: means the service offered in SaaS mode by the Service Provider, allowing the Client to use the Solutions.

User: means the professional having access to the application services on his computer terminal, under the terms of the user licence contracted by the Client.

Practitioner: User, health professional registered with the competent authorities, asked to carry out tele-medicine procedures.

Service Provider: means the company Blue Curseur Europe SRL.

Service: means the right for the Client, for the duration of the Contract, to use the Platform and its features and to access the services subscribed to. The services included in the Service form an indivisible whole. The list of services making up the Service, with the service levels and the list of the Platform's features, describe the essential qualities of the Service provided by the Service Provider;

Solution: refers to the operational functions of the services offered in hosted mode and specifically adapted to this mode of operation.

Teleconsultation: means a remote medical consultation, as provided for by law.

Telemedicine: refers to a form of remote medical practice using information and communication technologies. It brings one or more healthcare professionals, including necessarily a medical professional and, where appropriate, other professionals providing care to the patient, into contact with each other or with a patient. It makes it possible to establish a diagnosis, to ensure, for an at-risk patient, preventive or post-therapeutic

follow-up, to request specialist advice, to prepare a therapeutic decision, to prescribe products, to prescribe or perform services or procedures, or to monitor the condition of patients.

Telemedicine refers to medical procedures performed remotely, by means of a device using information and communication technologies.

The following constitute telemedicine procedures:

1° Teleconsultation, the purpose of which is to enable a medical professional to give a remote consultation to a patient. A healthcare professional may be present with the patient and, if necessary, assist the medical professional during the teleconsultation. If permitted by law, other experts (e.g. psychologists) may also be present.

2° Tele-expertise, the purpose of which is to enable a medical professional to seek the opinion of one or more medical professionals remotely because of their training or special skills, on the basis of medical information relating to the care of a patient;

3° Remote medical monitoring, the purpose of which is to enable a medical professional to remotely interpret the data necessary for the medical monitoring of a patient and, where appropriate, to take decisions relating to the care of that patient. The recording and transmission of data may be automated or carried out by the patient himself or by a healthcare professional;

4° Telemedical assistance, the purpose of which is to enable a medical professional to remotely assist another healthcare professional during a medical procedure;

## ARTICLE 2. PURPOSE OF THE CONTRACT

The Visitme.Doctor Platform is reserved for healthcare professionals or legal entities wishing to make the Platform available to healthcare professionals for whom they are employers or to whom they provide services designed to facilitate professional activity. The Client hereby wishes to have access to the Services offered by the Platform, support and hosting services provided by the Service Provider.

Visitme.Doctor is accessible online (SaaS: Software as a Service). All the features were presented to the Client before the signature of the Contract ([www.visitme.doctor](http://www.visitme.doctor)). The purpose of the Contract is to define the conditions under

which the Service Provider provides the Service to the Client in return for payment of the Fee. Use of the Service is granted to the Client for the benefit of the Users to whom he has granted access and is responsible for ensuring that they comply with the terms and conditions of use of the Platform.

The Client acknowledges having received from the Service Provider all the prerequisites for the functional and technical use of Visitme.Doctor.

The Contract is formed by the present GTCS that were available when the Client subscribed to the service. The creation of his account implies his unreserved acceptance of the GTCS.

These GTCS are subject to change. The Client may accept the new GTCS or terminate the Contract without fault in case he refuses the new GCS.

### ARTICLE 3. INFORMATION FOR THE USE OF THE PLATFORM

The Client declares that he is aware of the characteristics and limitations of the Internet described below:

- Data transmissions over the Internet are only relatively technically reliable and no one can guarantee the proper functioning of the Internet;
- The Service Provider has taken significant measures to secure the access to the Platform on a best-effort basis; nevertheless, data circulating on the Internet may be subject to misappropriation, and therefore the communication of passwords, confidential codes, and more generally, any information of a sensitive nature is done by the User at his own risk;

- The Internet is an open network and information transmitted by this means is not protected against the risks of misappropriation, fraudulent, malicious or unauthorized intrusion into the User's information system, hacking, alteration or unauthorized extraction of data, malicious alteration or modification of programs or files or contamination by computer viruses. It is therefore incumbent upon the User to take all appropriate measures to protect his own data and/or software stored on his servers from contamination by viruses as well as attempts to intrude into his computer system by third parties via the access service.

As a consequence of the above, and in full knowledge of the characteristics of the Internet, the User waives the Service Provider's liability for one or more of the circumstances or events

mentioned above, except when the Service Provider defaults on its best-effort obligation.

The Solutions can only be accessed over the Internet and by means of a recent web browser, compatible with the WebRTC standard. The Client can choose to register by means of a Login and PSW that he or she creates on the visitme.Doctor portal or by a connection via the services of Abrumet.

The Client shall be solely responsible for his connection to the Internet, his computer equipment and all associated costs. This Contract is concluded for a single User, except in the case where special conditions, set out in a Purchase Order, provide for several users. In the latter case, the number of users corresponds to the number of subscribers defined in the initial Purchase Order. Each user has his own login (code and password).

The User acknowledges having been sufficiently informed about the computer conditions required to access the Platform.

Assistance will be provided exclusively remotely by electronic means or by telephone.

### ARTICLE 4. STRICT LIMITS ON THE USE OF THE PLATFORM

The Service includes the right to use the Platform, worldwide, only during the term of the Contract, in a non-exclusive and non-transferable manner, and may not be sub-licensed, assigned, transferred or made available to a third party. The Platform may only be used by remote access via the Internet, in accordance with the rules for identification and assignment of rights (the "User IDs") of the Client, who alone decides which Users he authorizes to use the Platform.

The Platform is an intellectual property of which the VisitMe.doctor Global LTD retains full ownership and which the Client and any User shall refrain from:

- Copying or reproducing, representing, modifying, transmitting, publishing, adapting in whole or in part by any means and in any form;
- Using otherwise than according to the strictly interpreted stipulations of the present contract; Translating or transcribing into any other language, or adapting it or assigning any purpose to it that does not conform to its specification.

This clause concerns any element of the Platform (images, databases,...) other than those belonging to the Client or to the Users to whom he has granted access.

The databases and their contents are the subject of a specific article in this Contract that the Client agrees to respect.

Any attempt by the Client to modify the conditions of use of the Platform, or any use of the Platform under conditions not provided for in the Contract, without the prior written agreement of the Service Provider, shall be deemed to constitute a sufficiently serious breach by the Client and shall entitle the Service Provider to suspend the Service immediately and ipso jure after formal notice in accordance with the terms of the article "TERMINATION".

The User IDs of the Users are personal and confidential, under the responsibility of the Client. They can only be changed at the request of the User. Each User shall implement all necessary measures to keep his User IDs secret and not to disclose them in any form whatsoever. The Client shall ensure that no person not expressly authorized by him has access to the Service. In general, the Client assumes responsibility for the physical and logical security of the individual terminals accessing the Service.

In the event that the Client becomes aware that an unauthorized person has access to the Service, the Client shall notify the Service Provider without delay. In the event of loss or theft of one of the User IDs, the Service Provider will send a new password to the User.

In order to benefit from the services proposed in this contract, the Client must have paid the Service Provider in advance for all the services or fees invoiced for the month that begins for monthly and annual engagements.

The Client acknowledges and accepts that the procedures that he may carry out in pursuance of this Contract, using the Platform, fall under the regulations governing Telemedicine and that he exempts the Service Provider from all medical liability. The Service Provider provides services that are intended to facilitate exchanges between Patients and Practitioners.

#### 4.1. Teleconsultation services

When the Service Provider puts the Patient in contact with the User, the Service Provider shall provide the User with the data needed to identify the Patient via an invitation email.

On the basis of the information transmitted by the Patient, the User will be able to make a diagnosis and if necessary issue a prescription. The User will be asked to complete the Teleconsultation report, which will be added to the Patient's medical file (see Annex 1).

In order to enable the User to use the Platform, he must provide the Service Provider with the information required for registration (such as, but not limited to, surname, first name, registration number on the medical register, place of practice) so that the Service Provider can validate an account for him in the Platform's "doctors' area", which contains the following features: list of consultations performed, video consultation interface, session report creation module, Patient's medical file.

#### 4.2 Procedure for informing and obtaining patient consent

Like any medical act, the Telemedicine procedure requires the prior information of the Patient and his consent to care. If the Patient accept the invitation, he give his consent to the Teleconsultation.

#### 4.3. Preventive measures to remove the main avoidable risks

##### 4.3.1. Technical failure:

In the event of a failure in the Visitme.Doctor communication system, the User has the Patient's telephone number and email address so that he or she can contact the Patient without delay to continue the exchange or make a new appointment at the medical practice or on the Visitme.Doctor Platform.

##### 4.3.2. Medical emergency

In the event of a medical emergency, the User must refer to - or if necessary liaise with - medical regulation. To this end, it is recommended that the User asks the Patient for his/her location when the Teleconsultation begins.

#### 4.3.3. Data protection

Visitme.Doctor has taken all the necessary precautions to ensure the protection and integrity of the personal data being collected.

- The different players (practitioners, IT specialists, administrative staff) have different levels of access to the different kinds of information on the Platform. Visitme.Doctor employees only have access to the information necessary for their job (individual management of access rights) and are contractually bound by an obligation of confidentiality. A referring doctor coordinates the management of these access rights and supervises and approves all data processing requests.
- Security audits will be carried out regularly to prevent any loopholes in the data protection system.

#### 4.3.4. Compliance with obligations arising from the legislative, regulatory and contractual provisions applicable to the activity of Telemedicine by the different players

Visitme.Doctor keeps a memo of the regulatory framework of the project which will be regularly updated in the event of changes in the texts framing the Telemedicine activity. This memo determines the actions to be set up for information or contracting with the various players.

### ARTICLE 5. OBLIGATION OF THE PARTIES

#### 5.1. Common obligations

##### 5.1.1. Professional secrecy

The Parties shall take all the necessary measures to ensure respect for professional secrecy.

##### 5.1.2. Telemedicine

The Parties shall comply with all legislative and regulatory provisions governing the practice of Telemedicine.

##### 5.1.3. Personal health data

The Parties acknowledge and affirm that they comply with the legal provisions relating to the

collection, use and storage of Patients' personal health data.

#### 5.2. Obligations of the Client

##### 5.2.1. Ethics and Public Health Code

In accordance with the legal provisions in force, the User must only provide fair, clear and appropriate information during Teleconsultations and must take responsibility for it. The User must also respect the whole code of medical ethics in the exercise of his practice over the Platform.

##### 5.2.2 Information provided to the Patient

The User is informed that the Patient will be given, when he/she calls, his/her first and last name, qualification, place of practice, photo and registration number in the Directory of Professionals working in the health system.

##### 5.2.3 Professional independence - Insurance

The User exercises his or her profession on his or her sole responsibility with the complete professional independence implied by the liberal nature of his profession and the absence of any subordinate relationship with Visitme.Doctor. He alone bears the consequences.

The User must be insured against professional civil liability for the practice of Telemedicine. He shall take out, at his own expense, an insurance policy covering his professional civil liability.

##### 5.2.4. Collegiality - Prohibition of defamation

The User shall refrain from any manoeuvre constituting an act of poaching or diversion of clientele, or from making statements damaging the reputation of other practitioners who have contracted with the Service Provider for the performance services over the Platform.

##### 5.2.5. Responsibilities of the Client

The Client is responsible for the actions of Users for whom he has requested the creation of an account or whom he has authorized to use the Platform.

Users are natural persons. Each User has his own access. It is forbidden to allow a third party to use his account or to exchange his access with that of another User.

User accounts are created by the Service Provider. Each User receives an email notifying him that an account has been created. The User must agree to comply with the terms and conditions of use of the Platform. The number of Users may change during the term of the Contract, with the fee also changing according to the number of Users.

The Client is responsible for the Content inserted by the Users for whom he has requested the creation of an account. The Users declare that they are the authors or have all the necessary rights or authorizations for all the Content that they upload to the servers or that they use in the context of the Service.

The Client shall not download Content containing or likely to contain viruses or programs that destroy data, nor illegal content or content likely to undermine public order and good morals. The Client shall also reasonably verify that the Content that he uses does not contain any viruses or programs that may in particular disrupt the operation of the Service or cause harm to other users of the Service.

The Client is entirely responsible for the creation, transmission or publication of Content by means of the Platform and for the consequences of his acts.

The use of the Service, and in particular the storage of the Content, is carried out under the sole responsibility of the Client and within the limits of the intellectual property rights held and/or obtained by the User. It is the responsibility of each User to respect the rights of third parties.

The Client acknowledges that Content that is considered to contravene current laws or regulations may be handed over by the Service Provider to the authorities responsible for enforcing the law.

It is expressly agreed that in the event that the Service Provider is challenged, in any capacity whatsoever, in any country whatsoever, by a third party on the basis of an industrial and/or intellectual property right relating to an item directly or indirectly supplied by the Client, including by any User, the latter shall hold the Service Provider harmless from and against the direct and/or indirect economic and financial consequences (including the costs of proceedings and defence) that would result from these claims.

The Client shall ensure that the Users whom he grants access to the Service comply with this Contract and the Platform's general terms and conditions of use.

The Service Provider's role is limited to making the Platform available to the Client.

The Client is responsible for ensuring that the use he makes of the Platform complies with legal and regulatory provisions. The Service Provider gives no guarantee to the Client that the use he makes or plans to make of the Platform complies with legal and regulatory provisions.

The Client assumes full responsibility for the direct and/or indirect consequences of applying the Service Provider's advice and recommendations, without being able to seek the Service Provider's liability on any grounds whatsoever. The studies, analyses and any advice provided by the Service Provider or automatically generated by the Platform shall be treated solely as opinions.

The Client is obliged to take all measures to ensure that the documents generated by the Platform correspond to his expectations and that they include all the required measures. The Client shall not neglect the proper keeping and rigorous control of his accounts by a qualified accountant for the use of the Platform.

The Client shall under no circumstances incur the Service Provider's liability if a feature malfunctions due to a failure by the Client or a User.

The Client is responsible towards the Service Provider for the use of the Platform by all Users.

#### 5.2.6. Ownership of content

The Content saved by a User via the Platform remains the property of the Client. The Content shall not be transmitted to third parties except at the request of competent administrative or judicial authorities.

In order to safeguard the performance of the Service, the size and number of files transferred may be limited by the Service Provider.

The Service Provider reserves the right to refuse the presence on its servers of files imported by the User that are deemed technically incompatible with the servers or that would harm their performance, as well as illegal content if this was reported to the Service Provider by a User.

#### 5.2.7. Technical prerequisites

The User must have a certain number of technical prerequisites such as a computer or a digital tablet, an Internet connection and a compatible browser allowing him/her to access the Platform.

The User must also have an audio and video system.

These technical prerequisites are detailed in Annex 2.

It is understood that the costs relating to these technical prerequisites will be borne by the User.

### 5.3. Obligations of the Service Provider

#### 5.3.1. Provision of the Platform

The Service Provider shall make the Platform available to the Users, provided that the Client has paid the Fees.

The Service Provider shall make every effort to maintain access to the Platform for the User and Patients, and to this end shall ensure that the Platform functions properly. It is specified that this is a best-effort obligation.

In particular, the Service Provider shall bear the Platform's maintenance costs.

The Service Provider shall respond within a reasonable time to any request for technical assistance from Patients and Users by making a hotline available from 9am to 6pm on working days, by telephone or online messaging.

The User acknowledges and accepts that no one can guarantee the proper functioning of the Internet as a whole. In the event that access to the Platform is impossible due to technical problems or problems of any kind, the User cannot claim any damages or compensation.

#### Availability of the Service

The Service Provider will make every effort to ensure that the service is available on working days on a best-effort basis. If the Service is not accessible for more than 24 working hours in a month, that month will not be invoiced to the Client. By inaccessible is meant a blocking bug preventing total access to the Platform.

The Client acknowledges that the Service Provider shall in no way be liable for interruptions in the operation of the Internet. The Service may also be unavailable due to maintenance operations. The Service Provider will inform the Client of this at the latest 24 hours beforehand by a message on the Client's account.

The Service Provider reminds the Client that the provision of a link between the Platform and the Client's information system is not included in the Service and that it is the Client's responsibility to

have a connection to a communication network that actually enables him to receive data from the Platform and to transmit data to the Platform and that the costs of his Internet connection and computer system are costs that the Client is responsible for.

The Service Provider reminds the Client that the Internet, which enables the Service Provider to provide the Service, is an open and informal network, constituted by the international interconnection of computer networks using the TCP/IP standard, without any obligation of supply or quality of supply between the operators of these networks. Consequently, the Service Provider cannot guarantee that the availability of the service will take into account the functioning of the Internet, nor that the use of the service will be uninterrupted.

The Client acknowledges that (i) the description of the Service, (ii) the list of features of the Platform and (iii) the availability level of the Service described in this article together make the Service of the Service Provider of a quality that meets the legitimate expectations of the Client and the Service Provider, taking into consideration the nature of the services, the uses and the amount of the consideration that the Client shall pay to the Service Provider to benefit from the services that together and indivisibly form the Service.

#### 5.3.2. Securing health data

The Service Provider informs the Client that the personal health data of Patients are not hosted. No data is stored through VisitMe.Doctor. Only login information is saved and hosted through Microsoft Azure.

#### 5.3.3. Ethics - Advertising

Visitme.Doctor will refrain from using any process that would put the User in breach of the ethical rules of the profession, particularly in terms of advertising, or that would violate professional dignity.

#### 5.3.4. Insurance

Visitme.Doctor does not have a professional civil liability insurance policy covering the risks related to the use of its Platform. The individual civil liability insurance policies of healthcare professionals cover those risks.

### 5.3.5. Transmission of the recommendations of the Scientific and Ethics Committee

Visitme.Doctor calls on a scientific and ethics committee to reflect on the limits and optimal conditions for the development of its e-health services. This committee has a strictly consultative role and may make recommendations on good practice to the company Visitme.Doctor. Its recommendations may be relayed to Users working on the Platform, who will decide independently whether or not to follow them.

## ARTICLE 6. FEES AND REPAYMENT OF CONSULTATION AMOUNTS

### 6.1. Fees for the use of the Service

The Client shall pay the fees due to the Service Provider pursuant to this contract and its annexes. The amount of the fee depends on the number of Users, the duration of the commitment and the options chosen by the Client. The fees (monthly or annual subscription) are payable by direct debit at the beginning of each period of upon receipt of the invoice.

Any additional services not provided for in this contract and its annexes will be invoiced extra, on the basis of an estimate accepted by the Client. The fees are stated exclusive or inclusive of taxes.

The launch pack to which the Client subscribes is invoiced monthly at €3 excl. VAT for each teleconsultation. The Client have also the choice to choose a monthly subscription for €59 excl. VAT or an annual subscription for €649 excl. VAT for a connection to the Platform's "teleconsultation".

### TERMS OF PAYMENT

Invoices are payable in euros on the first day of each period (monthly or annually).

Failure to pay all sums due by the Client, and still outstanding on their due dates, shall automatically give rise to late payment interest at three times the legal interest rate without formal notice and from the fifteenth day of delay. A sum of €40 excl. VAT will be invoiced to the Client for collection costs. In addition, the Service Provider reserves the right,

in particular in the event of a payment issue, to suspend access to the Service after sending a formal notice by email or post that has remained without effect for a period of thirty (30) days. The cost of restoring the Service shall be borne by the Client. This cost is €150 excl. VAT.

Suspension of access to the Service shall not extinguish the Client's financial obligations. If, after a period of fifteen days, the suspension remains without effect, or in the event of repeated late payments, the Service Provider may terminate the Contract under the conditions set out in the "TERMINATION" article below.

The Service Provider does not apply discounts.

### REVIEW OF FEES

Prices are fixed on January 1st of each year and apply throughout the calendar year without any interim increases, except when the Service Provider adds new features to the Platform. For the same functional scope, these rates may be revised annually on January 1 of year n+1 in relation to the current year.

### 6.2. Distribution of payments for Telemedicine procedures

Via its Platform, the Service Provider allows the User to perform paid telemedicine procedures. The Client is free to set the payment for the procedures and the associated payment method(s). The Client may opt for off-line payment methods, which he shall manage himself, or may decide to activate a bank card payment module, which enables Patients to pay for the procedures online at the end of the teleconsultation.

The price of the Service will be paid by the bank card specified by the Patient in his or her Patient Profile, or at the time of the order, once communication with the User has ended.

The financial transactions for payment of the Services are carried out either by sending a bank transfer or via the secure online payment platform: Stripe Payments Europe, Limited C/O A&L Goodbody, Ifsc, North Wall Quay, Dublin 1.

The Service Provider never has access to the User's banking information, as online payments and related banking transactions are entirely managed via STRIPE.

Conditions of access to the bank card payment module:

- The module can be freely activated or deactivated by the Client or User, who will have to provide the following information: (i) Full identity (ii) proof of identity (iii) bank details for the transfer of sums received.
- The activation of the module is free of charge, transaction fees apply to all financial flows passing through this module. The Service Provider informs the Client of the applicable commission rate when the service is activated. For example, on the date of the last update of this Contract, they were set at 2% of the amount of the bank card payments made via the Platform.

Each month, the Service Provider will pay the Client the sums received via the bank card payment module, after deduction of the aforementioned bank commissions.

A payment summary will appear on the Platform. The Practitioner may under no circumstances request additional payment from the Patient for service fees.

#### ARTICLE 7: OBLIGATION TO COOPERATE

In general, each party shall perform the Contract in good faith, in particular by cooperating with the other party in the performance of the services for which it is responsible, for example by providing the other party with all documents, information and details necessary or requested to enable the Service Provider to provide the Service under the conditions provided for in the Contract.

Each party shall designate a main contact person responsible for ensuring operational monitoring of the execution of the Contract with the other party. This contact person must have the necessary experience, competence, authority and resources to carry out his mission.

Before signing the Contract, the Client acknowledges that the Service Provider has provided him with all the information that is decisive for his consent and that is directly related to the content of the Contract or the status of the Service Provider, unless the Client proves (i) that he was legitimately unaware of any of this information or that he had placed his trust in the Service Provider and (ii) that knowledge of this decisive information would have led him to enter into a contract on substantially different terms and conditions.

#### ARTICLE 8: DUTY TO PROVIDE INFORMATION

As a professional service provider, the Service Provider shall observe a duty of information towards the Client throughout the performance of the Contract.

The Service Provider draws the Client's attention to the fact that the Service offered is a standard service designed for variable medical activities. It is therefore incumbent on the Client, before signing the Contract, to (i) precisely define his needs, (ii) check that the Service corresponds to the definition of his needs and (iii) that the Service is sized to a degree that enables him to meet his own professional objectives, which the Service Provider cannot know. If the Client fails to provide the Service Provider with a detailed written outline of his needs, the Client acknowledges that the Service Provider's commercial proposal shall be deemed to be an expression of his needs.

The Service Provider does not guarantee the compatibility and interoperability of the Platform with other Client software. The compatibility and interoperability of the Platform requires specific IT developments to be carried out by the Service Provider. These developments may be carried out at the Client's request and will then be invoiced by the Service Provider under conditions to be determined by the Parties.

#### ARTICLE 9: WARRANTY

The Service Provider guarantees (i) that the Platform is original, (ii) that it owns all intellectual property rights to the Platform, except for any modules of the Platform that may be licensed as "Open Source", or has the right to grant a user licence to the Client for any additional modules of the Platform chosen by the Client and integrated into the Service, the intellectual property rights of which are held by a third party that has granted the Service Provider the right to use them so that the Service Provider can in turn validly grant the Client the right to use them under the terms and conditions set out in the Contract.

During the Term of the Contract, the Service Provider shall hold the Client harmless against any action or proceedings on the grounds of any infringement by the Platform of the intellectual property rights of a third party. The Service Provider shall be responsible, at its own expense and at its own discretion, for the defence to be

conducted as a result of any action taken against the Client by a third party alleging infringement of its rights. The Service Provider shall pay all damages to which the Client may be condemned by a court decision that has the force of res judicata in the main proceedings, the Client having to arrange for his own defence in the event of a criminal action. The Service Provider guarantees the Client the peaceful use of the Platform and any additional modules, provided that the Client notifies the Service Provider without delay of any threat of action or proceedings in this connection, allows the Service Provider to arrange for his defence, and collaborates with the Service Provider in this defence at the latter's expense (except in criminal matters as stated above). The Service Provider shall be in full charge of the civil defence, including the appeal, negotiation and the right to reach a settlement within the meaning of the law in force.

In the event of a civil judgment against the Service Provider by a court decision which has the force of res judicata in the main proceedings or in the event of a settlement entered into by the Service Provider, the Service Provider may, at its own discretion and expense:

- (i) obtain for the Client the right to continue to use the Platform and/or any additional modules
  - without increasing the amount of the monetary consideration payable by the Client and without interrupting the Client's use of the Service - where appropriate by modifying all or part of the Platform (and/or an additional module) so that it no longer constitutes an infringement of the rights of a third party, or
- (ii) if the right to continue to use the Platform (and/or any additional module) cannot be obtained or if the Platform and/or any additional module cannot be replaced or modified at a reasonable cost so that it no longer infringes the rights of a third party, terminate the Contract and refund to the Client the total amount of the Fees paid by the Client to the Service Provider for the period after the last service that could not be performed.

## ARTICLE 10: OWNERSHIP AND PROCESSING OF DATA

### 10.1 Sub-processor

The Client is solely responsible for processing the data for which he uses the Platform, in particular all files containing personal data.

The Client is the sole owner of the data, in particular personal data, which are processed through the Service on his behalf or on behalf of his Users for whom he has authorized access to the Platform. In the event of termination of the Contract, for whatever reason, the data, in particular personal data, will be fully returned to him under the conditions indicated below. All the rights of the data subjects (right of access, rectification, etc.) must be exercised by these persons directly with the Client, and the Service Provider shall comply with any written instructions from the Client in this respect.

In accordance with European legislation on the protection of personal data, prior to any use of the Platform or the Service by the Client and during the whole term of the Contract, the Client guarantees the Service Provider:

- (i) that he has collected and processes personal data in a lawful, fair and transparent manner, for specified, explicit and legitimate purposes of which the Client declares that it has duly informed the data subjects. Consequently, the Client shall be solely responsible for any prior declaration obligations related to the processing of his personal data to a supervisory authority, and the Client guarantees the Service Provider that he has done so;
- (ii) that he is solely responsible for the processing of personal data that he collects, enters or processes in connection with his use of the Service;
- (iii) that he alone determines the purposes and means of the processing of his personal data through the use of the Service. Consequently, it is the Client's responsibility, before using the Service, to check that the personal data processing requested from the Service Provider complies with the purpose and means of the personal data processing implemented by the Client, so that the Service Provider cannot be held liable in this respect on any grounds whatsoever. Otherwise, the Client undertakes to indemnify and hold the Service Provider harmless, without restriction or reservation, from any consequences, in particular any financial consequences for which the Service Provider may be held liable.

The Service Provider is a sub-processor for the processing of the Client's personal data.

The Service Provider acts as a sub-processor for the processing of the Client's personal data within the meaning of Article 28 of EU Regulation

2016/679. Accordingly, the Service Provider undertakes (i) not to process the Client's data other than in accordance with the terms and conditions of the Contract and (ii) not to carry out any other processing of the Client's personal data that is not provided for in the Contract, except on the Client's written instructions.

The Service Provider reminds the Client that, pursuant to Article 28.3 h) paragraph 2 of EU Regulation 2016/679, any new request for processing of the Client's personal data by the Service Provider, even on the Client's express instructions, which would be likely to result in non-compliance with the GDPR, entails the Service Provider's obligation to inform the Client thereof immediately. The Service Provider reserves the right to refuse any instructions from the Client that it deems to be unlawful within the meaning of Articles 82.2 and 82.3 of EU Regulation 2016/679. A written and documented refusal by the Service Provider in such circumstances shall not entitle the Client to terminate the Contract, unless the Client engages his responsibility to the Service Provider.

#### Security and confidentiality of personal data

The Service Provider technically processes the Client's data only to render the Service, to the exclusion of any other use for the benefit of the Service Provider. In accordance with the GDPR, personal data are stored and processed by the Service Provider (and its subcontractor) on servers located exclusively within the European Union and are not transferred outside the European Union. Sensitive data, in this case Patients' health data, are stored and processed exclusively on regulated servers.

The Service Provider shall ensure the security and confidentiality of the Client's personal data in order to prevent them from being distorted, damaged or communicated to unauthorized third parties. The Service Provider shall ensure observance, and enjoin observance by any technical service provider responsible for implementing the Service, in particular the Hosting Company acting as a subcontractor of the Service Provider, of the strictest confidentiality and security in the processing and storage of the Client's personal data, in accordance with the standards of professional practice and on a best-effort basis.

In accordance with Article 33.2 of EU Regulation 2016/679, the Service Provider shall inform the Client without delay of any "breach" of personal

data (unauthorized access, unauthorized copying, corruption of personal data files, etc.) of which it becomes aware, it being incumbent on the Client to inform (i) the supervisory authority to which he is subject, and (ii) the data subjects when such a breach "is likely to result in a high risk to the rights and freedoms".

#### 10.2. Service provider as data controller

The Service Provider attaches great importance to respect for privacy and takes all necessary measures to ensure the confidentiality and security of the personal data of the Clients that it collects as data controller.

In the context of the provision of the service(s), the Company collects personal data from the Clients and in particular the following data: Email address, first name, name of contact persons at the Client and the Users, NHS identification number (or other depending on the country), bank details.

To this end, the processing of Client data will be notified to the supervisory authority of their country since the first Clients.

The Service Provider collects and processes the personal data of the Clients for the following purposes:

- Provision of the service(s) on the Site;
- Exercise of the right of withdrawal, payment, invoicing, etc;
- Information about the Professional or the Company, the services, and the activities of the Company or the Professional;
- Answering questions/complaints from Clients and Users;
- Development of statistics;
- Handling of requests for access, rectification and opposition rights;
- Management of unpaid bills and litigation.

The data relating to the management of the personal data of Clients are retained for the strictly necessary length of time as defined by the legislation in force as amended, i.e. three years after the collection or the last contact with the Client or the User.

The personal data of the Clients are processed by the Service Provider's sales department as well as by the Service Provider's partner companies and subcontractors.

The Service Provider may also communicate personal data in order to cooperate with administrative and judicial authorities.

The Service Provider ensures that the personal data of the Clients are secured in an adequate and appropriate manner and has taken the necessary precautions to safeguard the security and confidentiality of the data and in particular to prevent them from being distorted, damaged or communicated to unauthorized persons.

#### Obligations of Clients

- The Clients acknowledge that the personal data disclosed by them are valid, up to date and appropriate;
- The Clients shall not infringe the privacy, reputation and protection of the personal data of any third party and shall therefore not communicate to the Company any data of third parties without their consent.

The Client is informed that the host of the Site has the obligation to retain, for a period of one year from the day of creation of the content, for each operation contributing to the creation of content:

- The ID of the connection that initiated the communication;
- The ID assigned by the information system to the content generated by the operation ;  
The types of protocols used to connect to the service and to transfer the content;
- The nature of the operation;
- The date and time of the operation;
- The ID used by the initiator of the operation where the initiator provided it.

In the event of termination of the contract or closure of the account, the host must also retain for one year from the date of termination of the contract or closure of the account the information provided when the Client subscribed to a contract (Purchase Order) or when an account was created, namely:

- At the time of account creation: the ID of this connection;
- First and last name or company name;
- Associated mailing addresses;
- Pseudonyms used;
- Associated email or account addresses;
- Phone numbers;

Password as well as the data to verify or change it, in their last updated version.

Each computer connected to the Internet has an IP address. When a Client browses the Site, the

Service Provider collects the Client's IP address in order to analyze the traffic on the Site and to monitor the Client's activity on the Site to ensure that the Client does not engage in any acts that may infringe the General Terms and Conditions of Sale appearing on the Site.

Finally, in accordance with the Privacy Act, Clients have the right to access, rectify, delete and oppose on legitimate grounds the processing of their data collected and processed by the Service Provider, by contacting the Service Provider directly at the following email address: info@Visitme.Doctor.

In accordance with the Privacy Act, the Service Provider will respect the instructions given by any Client regarding the retention, deletion and communication of his personal data after his death. In the absence of such instructions, the Service Provider will grant the heirs' requests.

#### ARTICLE 11: RESPONSIBILITIES

Each of the parties is responsible for the consequences resulting from its errors or omissions and those of any subcontractors.

Under no circumstances does the Platform perform medical procedures in place of the Client. It is only a tool for putting people in contact with each other. It is the Client's responsibility to check that it is being used in accordance with the regulations.

The Service Provider is liable for direct and foreseeable damage caused by partial or total poor execution of the Service as proven by the Client. The Service Provider is in no way liable for indirect or unforeseeable damage caused by partial or total poor execution of the Service, in particular loss of revenue, loss of patients, or any other indirect damage.

The Service Provider is in no way liable for damage caused by the Client himself, a third party or by a case of force majeure.

The Service Provider does not warrant that the Solutions are free of defects, but shall remedy them with all possible due diligence.

The Service Provider shall implement all means to ensure the best guarantees as to the integrity of the data and in particular the storage on servers of recognized service providers.

The Service Provider shall not be held liable in the event of legal proceedings against the Client or the User due to an illicit use of the Service.

In any event, the Service Provider's total financial liability is limited to the amount of the Fees paid by the Client for the last twenty-four (24) months of actual use of the Service paid by the Client, except in case of (i) personal injury, (ii) gross negligence or wilful misconduct or fraud on the part of the Service Provider.

## ARTICLE 12: SERVICES NOT COVERED

- Training for new versions: technical or functional training is not covered by this contract and will have to be the subject of a separate contract.
- The costs of adapting the Client's specific developments to new versions of the Platform unless expressly agreed by both parties.
- Data recovery work as well as any restructuring, reorganization or correction of various anomalies in the data contained in the Client's files.
- Any service not precisely described in this contract or its annexes and, for example, extensions, adaptations or the development of new functions desired by the Client.

## ARTICLE 13: VALIDITY - DURATION

This contract and its annexes express all of the Parties' obligations concerning the services provided for in the Contract, subject only to amendments that may be made at a later date, and any other written contracts that bind them.

### 13.1 Duration

This contract is concluded for an initial period of one (1) month or one (1) year, according to the Client's choice, and takes effect on the day of signature of the purchase order.

At the end of this period, it shall continue by tacit renewal for equivalent periods, unless terminated by either party.

- Termination by the Service Provider: this must be notified by registered letter with acknowledgement of receipt, within a period of three (3) months.
- Termination by the Client: the Platform allows the Client to choose not to renew its commitment at any time, via a module accessible from the Client's administration area. The Client can also terminate the contract by registered letter. This termination must be

notified at least fifteen (15) days before the date of tacit renewal of the contract.

### 13.2 Cancellation

If one of the Parties fails to comply with its obligations under this Contract, the other Party may give it formal notice to comply with its obligations. If formal notice remains unheeded for a period of thirty (30) days, this Contract may be cancelled by operation of law.

In the event of cancellation of this Contract, for whatever reason, all sums owed by the Client on the effective date of such cancellation shall be paid to the Service Provider.

## ARTICLE 14: HOSTING AND DATA STORAGE

All Client data will be stored at Microsoft Azure. Health data and health information systems are an essential building block of the care pathway. Aware of the challenges linked to their availability as well as their protection, Microsoft Azure offers a set of resilient and scalable cloud hosting services. All comply with the highest security standards and are based on market standard technologies. Healthcare data from a wide range of countries are stored here, with regulatory compliance and privacy being assured.

The Client can access Microsoft's general terms and conditions and its security policy on request. The Client acknowledges that the characteristics of this hosting provider are suitable for him.

## ARTICLE 15: SAVING

The Client is informed that the data contained on Visitme.Doctor are saved daily.

## ARTICLE 16: REVERSIBILITY

In the event of cancellation of the Contract by the Client, for whatever reason, the Client may request the destruction or delivery of the hosted data free of charge. This request must be made by registered letter within 90 days of the date of cancellation. The Service Provider will supply the Client's data by email or on a digital medium that can be used in text or spreadsheet format (easily readable). The choice of format is made by the Service Provider; this service is invoiced at €500 excl. VAT.

## ARTICLE 17 - GENERAL PROVISIONS

### 17.1 Confidentiality

Information relating to the Contract and the stipulations contained therein, and the Client's data processed by the Service, and in general, and without this list being exhaustive, information relating to the Parties' business plan and their present and future activities, their personnel, their know-how, shall be considered confidential, whether this information is obtained directly or indirectly from the other Party, its employees, subcontractors, agents or service providers. Confidential information is provided "as is" without any warranty, express or implied, as to its accuracy or integrity. The following does not constitute confidential information:

- (i) information that is publicly available without breach of the terms of the Contract by the party disclosing or using it;
- (ii) information validly held by one Party prior to its disclosure by the other Party;
- (iii) information validly obtained from a third party authorized to transfer or disclose such information, without breaching an obligation of confidentiality.

Each party undertakes (i) not to use the Confidential Information, for any reason whatsoever, except in accordance with the rights and obligations arising from the Contract, (ii) not to disclose the Confidential Information to anyone, by any means whatsoever, except to their employees, service providers or subcontractors for whom such information is necessary for the performance of the Contract, for the duration of the Contract and for five (5) years after its termination, for whatever reason.

To protect the other Party's confidential information, each Party shall take the minimum protective measures it would take to protect its own confidential information, and shall ensure that its employees, service providers and any subcontractors having access to confidential information have signed, prior to any disclosure for their benefit, a confidentiality agreement containing obligations equivalent to those contained in this Article.

Each Party recognizes that any Party which makes unauthorized use or disclosure of confidential information obtained from the other Party in the course of the negotiations shall be held liable in accordance with the conditions of ordinary law.

## 17.2 Force Majeure

Neither of the parties may be held liable for non-performance of any of its contractual obligations due to the occurrence of an event of force majeure, which is understood to be an event (i) beyond the control of the party that suffers it, (ii) that could not reasonably have been foreseen at the time of conclusion of the Contract and (iii) the effects of which cannot be avoided by appropriate measures.

For the duration of the force majeure, if the impediment is temporary, the event of force majeure suspends, for the party availing itself of it, the performance of its obligations, unless the resulting delay justifies the termination of the contract (except for the obligation to pay the contractual sums due on the date of occurrence of the force majeure event). If the impediment is definitive, the Contract shall be cancelled and the Parties shall be released from their obligations, provided that this cancellation is notified by either Party. In all cases, the Party affected by the force majeure event shall do everything in its power to avoid, eliminate or reduce the causes of the delay and resume performance of its obligations as soon as the event invoked has ceased.

## 17.3 Autonomy of provisions

In the event that any provision of the Contract should be declared null and void or unwritten by a court decision which has the force of res judicata in the main proceedings, the parties shall attempt to limit, as far as possible, the extent of such nullity so that the other contractual provisions remain in force and the economic equilibrium of the Contract is preserved. In this event, the parties shall renegotiate in good faith the drafting of a new clause replacing the clause that was declared null and void.

## 17.4 Assignment of Contract

Contrary to the Service Provider, the Contract may not be assigned, in whole or in part, whether free of charge or for a consideration, by the Client unless (i) the Service Provider gives its prior written consent, or (ii) the Client assigns the Contract to a company that he controls or is controlled by him within the meaning of the law in force, provided that the Service Provider is notified in writing to this effect, which shall constitute an unrestricted and unreserved undertaking by the assignee to assume all of the Client's rights and obligations towards the Service Provider. The

Client shall remain jointly and severally liable, together with the assignee, for the full respect of the assignee's rights and obligations towards the Service Provider.

the Belgian courts in Brussels and French section.

#### 17.5 Notification and Computation of Time Limits

Any notification (formal notice, report, approval or consent) required or necessary on the Platform of the Contract must be made in writing by email or letter. Unless specifically provided for in an article of the Contract, the periods shall be counted per calendar day, with one week comprising six (6) business days and five (5) working days. Each period counted from a notification shall run from the first attempt to deliver the notice to the addressee, the postmark counting as proof, as well as the receipt from the express courier service and the handwritten date on the hand-delivered letter. If an action is to be taken or a notification is to be made on a particular date or deadline and that date is not a working day, the action or notification in question may be postponed to the next working day.

#### 17.6 Agreement on proof

The parties acknowledge that changes to the Contract may only be agreed in a written amendment, where appropriate in electronic form, signed by a duly authorized representative of each of the parties (empowered by the articles of association or by special power of attorney) (an "Amendment").

### ARTICLE 18. APPLICABLE LAW - JURISDICTION

#### 18.1. Applicable law

This Contract is governed by Belgian law.

#### 18.2. Conciliation attempt

In accordance with the legal provisions in force, in the event of difficulties arising from the performance, interpretation or termination of this Contract, the Parties shall endeavour prior to any legal action to seek an amicable settlement, if necessary through the Conseil de l'Ordre, within a maximum period of one month.

#### 18.3. Jurisdiction

If no agreement is reached at the end of this period, the Parties may bring the matter before

## Annex 1 Technical requirements

The Platform is entirely hosted and operated by Visitme.Doctor and is available via the User's Internet browser, so there is no dedicated software to install (apart from a recent Internet browser).

### - Compatible terminals /browsers

The service can be used via Chrome or Firefox browsers (latest versions) with WebRTC protocol support (for use of the video module). Safari is not recommended because of peer-to-peer video stream possible troubleshooting.

### - Camera/microphone

In order to ensure a quality video service with the patient, the User must have a recent camera and microphone, in working order and with a proper image quality.

There are no restrictions on the use of external devices or devices integrated into the terminal (camera and microphone of a tablet for example).

The use of these devices must be expressly authorized by the Internet browser.

### - Recommended camera image resolution 640x480 minimum

### - Audio equipment

It is recommended that the healthcare professional wears a headset to be as audible as possible for the patient and also to ensure that he can properly listen to the patient's needs.

### - Internet connection

## Speed tests

The quality of the Internet connection necessary for the proper functioning of the service will require validation by the technical service Visitme.Doctor.

Required speeds:

Video (SD): 500 Kbps (download & upload) Video (HD): 1.5 Mbps (download & upload)

The VISITME.doctor technical team will ensure, if you so wish (manually or automatically depending on your needs), that the healthcare professional's connection conditions are good by gathering the following technical data resulting from the following tests:

- Global bandwidth test;
- Video bandwidth test;

- Testing for the presence of a microphone and camera;
- Testing supported video resolutions;
- Testing the connection to the video relay server;

These tests will be proposed to the User who requests them in order to identify changes in the quality of his Internet connection.

The User is advised to employ a wired connection (Ethernet), Wifi or 4G (if the connection is stable). Use on a 3G network is not recommended.

## Firewall Rules

The User's firewall must allow outgoing UDP traffic to the Internet from the browser and allow return traffic.

HTTPS connections (TCP port 443) to the Visitme.Doctor hosting platform must also be allowed.