## Terms and conditions for professionals.

#### A) SUBJECT

The terms and conditions contained in this document are intended to establish the conditions which apply to the use and access of the medmesafe intermediation platform (hereinafter the "platform") by professionals who are registered as doctors or practitioners in order to offer their services to Individuals through the platform which is operated by PROMETUM SPAIN, S.L.U., (hereinafter "medmesafe"), tax identification number (NIF) B87614269, registered office at calle Zurbano n° 92 (6° Dcha), 28003 Madrid, Spain, and address for notification purposes at calle Zurbano n° 92 (6° Dcha), 28003 Madrid, Spain, registered in the Commercial Register of Madrid in Volume 35024, Folio 110, Section 8, Sheet M-629889, Entry 1.

Registering on the platform allows the professional to access the medmesafe platform and offer their services to Individuals through the platform.

The professional is aware that they are solely and exclusively responsible for their registration on the platform and for the provision of their services offered through the platform. The professional is obliged to comply with any rules and obligations concerning the proper provision of services.

Medmesafe hereby informs the professional of these Terms and Conditions of Use, which are supplemented by the <u>Website Usage Policy</u>; whose terms are fully applicable and complementary to these conditions in matters not expressly covered in the same; the <u>Privacy policy</u> and the <u>Cookie Policy</u>; which must be fully and expressly accepted by the professional when registering on the platform as well as, where appropriate, any other specific conditions which govern the provision of certain services through the platform which must be accepted at a later time.

If these terms and conditions are replaced by others, in whole or in part, these updated terms and conditions must be accepted in an identical manner to the ones previously accepted.

In the event the professional does not accept these terms and conditions, they must refrain from registering on the platform and must leave the platform.

# B) REQUIREMENTS FOR THE PROVISION OF SERVICES THROUGH THE PLATFORM

In order to provide services to Individuals through the medmesafe platform, the professional must be registered on the platform, must be appropriately qualified with the corresponding degree or specialisation, must have obtained the licences required to

practise according to current legislation in the Kingdom of Spain, must be registered with the corresponding professional college, association or public and/or private entity and must have valid professional indemnity insurance. In this sense, application for registration on the platform implies that the professional expressly authorises medmesafe to perform the necessary checks in order to verify compliance with the requirement to be a member of a professional association as well as any other necessary requirements.

In particular, the following professionals may register on the platform:

- Family doctors or specialists.
- Biologists.
- Biochemists.
- Biotechnologists.
- Pharmacists.
- Nurses (who have completed the Master's in genetic counselling).
- Dieticians nutritionists

# Professional Registration:

Professional registers on the platform by completing the registration form. Once the registration form has been completed, the professional will receive a notification to verify his identity and to confirm that he actually intends to register as a professional on the platform.

Once registered, the Professional can access the platform by his login and chosen password. This will give him access to a private area where he can amend their data, access the records of the Individual to whom he has been assigned and provide his services according to his status as a standard professional or professional referenced by medmesafe.

In this regard, there are two different types of professionals:

- **Professionals** (standard): Standard professionals may only provide recommendation of services to Individuals.
- **Professionals referenced by medmesafe**: Professionals referenced by medmesafe can also provide services requested by Individuals. referenced by medmesafe must be approved by an offline process.

In order to provide the services, the professional must sign the corresponding Service Contract which will be sent to the professional by PROMETUM SPAIN, S.L.U. once registered on the platform and which he may enter into if deemed appropriate. Therefore, if the Professional wishes to provide Individuals with services, he must enter into the referral contract.

The professional shall be responsible for the security of the passwords required to

access the platform and is obliged to keep his user name and password safe. In addition, the professional must notify medmesafe immediately of any non-consensual use of the platform.

In addition, the professional must comply with any instructions or manuals provided or made available by medmesafe for the provision of services through the platform.

### C) PROCESSING OF PERSONAL DATA

medmesafe will process the personal data of the professional registered on the platform in accordance with the terms and to the extent provided in the <u>Privacy policy</u> of the platform.

The professional shall be responsible for the data provided by Individuals during the procurement process to those who provide services through the platform as well as for the data derived from such provision. The professional shall comply with the requirements and obligations established for such purpose by data protection, health and biomedical research legislation where applicable.

In particular, in those cases where the professional pre-registers an Individual on the platform, they must be able to prove that they were duly authorised by the Individual to carry out the pre-registration on the platform, without prejudice to the fact that this must subsequently be confirmed in accordance with the procedure established by medmesafe for such purpose.

Notwithstanding the foregoing, should medmesafe, as a result of their management and operation of the platform, have to access and/or process personal data belonging to the Individuals who procure the services of the professional, and therefore data for which the professional is the holder and is responsible, the provisions established for this purpose in the Service Contract shall apply in accordance with the provisions established in Article 12 of the Spanish Organic Law on the Protection of Personal Data (LOPD), in compliance with its implementing Regulation, which constitute the contract governing access to data between the parties.

## D) DEREGISTRATION OF A PROFESSIONAL

The professional may deregister from the platform, either by sending a request to medmesafe or once the Service Contract has been terminated. To that effect, medmesafe will facilitate the deregistration process and will notify the professional of the period during which they may download any information they had stored on the platform. Once this period expires, medmesafe will proceed to delete both the account and the information.