

**GENERAL CONDITIONS OF THE MEDICAL DISPENSER SUPPORT SERVICE
AND MANAGEMENT OF THE MEDICAL DISPENSER CLOUD SOFTWARE
(THE "TERMS AND CONDITIONS")**

These Terms and Conditions have been drawn up by FAGOR HEALTHCARE S. COOP, with registered address at Goiru Kalea, nº1 Edificio A, 4th floor, 20500 Arrasate-Mondragón (Gipuzkoa), and Tax ID F75067710 (hereinafter, "Fagor" or the "Responsible Party"), for application to the Medical Dispenser support service and management of the Medical Dispenser cloud software, subject to acceptance by the pharmacy using the Medical Dispenser, as an adherent (hereinafter, the "PHARMACY" or the "Responsible Party").

Hereinafter, they will be referred to individually as the "Party", and collectively as the "Parties".

Previous. General Considerations

I. Fagor is a company dedicated to the manufacture and sale of products and services for the health and well-being of people.

II. The PHARMACY has a Medical Dispenser product consisting of a machine, a management software and blister packs for the preparation of personalized medication for its customers. As part of its activity as a pharmacist, the PHARMACY has access to personal data belonging to its customers, which are considered special category data because they are health data.

III. Fagor provides the necessary support services for the correct operation of Medical Dispenser on behalf of the PHARMACY and, as a result of this provision of services, may have access to the

aforementioned personal data belonging to the PHARMACY's clients.

IV. In the event that the PHARMACY activates the Medical Dispenser cloud management software service, Fagor will manage the same (i.e. the design, development, support and evolution of the entire cloud software platform), being able to access the personal data owned by the PHARMACY's clients processed in said software.

V. The processing of personal data is subject to the provisions contained in the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data), and other data protection legislation .

VII. Pursuant to such regulations, Fagor will occupy the position of data processor since the access of the data processor to the personal data is necessary for the provision of the services covered by these Terms and Conditions. In this sense, the performance of personal data processing on behalf of third parties is regulated in the present Terms and Conditions, in such a way that its conclusion and content can be accredited.

1. Purpose

The purpose of these Terms and Conditions is to establish (i) the conditions for the provision of support

services and (if the service is activated) management of the cloud software related to Medical Dispenser, as well as (ii) the obligations of the Parties regarding data protection in relation to such services, including the adoption of security measures to be implemented by the Parties to ensure the confidentiality and security of the data that may be processed.

2. Provision of the service

2.1. The services covered by these Terms and Conditions will be provided by Fagor as established below.

2.2. The owner of the Pharmacy will contact Fagor to request support for the correct operation of Medical Dispenser.

2.3. In relation to the management of the software in the cloud, Fagor will be responsible for the design, development, support and evolution of the entire software platform in the cloud.

2.4. The updated operating procedures for both the support and the management of the cloud software will be available to the Pharmacy in the Medical Dispenser software and in the e-mail info@fagorhealthcare.com.

3. Protection of personal data.

3.1. The Contractor shall provide the Responsible Party with the support services for the Medical Dispenser and, if applicable, the cloud software management services covered by these Terms and Conditions and which may involve the processing of personal data, in accordance with the provisions of the personal data protection regulations.

These Terms and Conditions detail the processing of personal data that may be carried out in relation to the services covered by these Terms and Conditions by Fagor.

3.2. The purpose of the processing of personal data shall consist of processing the data of the Responsible Party's customers (i) for the purpose of resolving any incidents that may arise in relation to the operation of the Medical Dispenser on site and, where appropriate, (ii) for the purpose of managing the software in the cloud.

3.3. Obligations of the Person in Charge

The Contractor and all its personnel shall:

- a) Use the personal data being processed, or those collected for inclusion, only for the purpose of this order. Under no circumstances may you use the data for your own purposes.
- b) To process the data in accordance with the instructions of the Data Controller.

If the Data Processor considers that any of the instructions infringes the GDPR or any other provision on data protection of the European Union, state or autonomous community, it shall immediately inform the Data Controller.

- c) Keep a written record of all categories of processing activities carried out on behalf of the Controller, with the content set out in Article 30.2 of the GDPR.
- d) Not to communicate the data to third parties or entities, except with the express authorization of the Data Controller, in the legally admissible cases.

The Data Processor may communicate the data to other persons in charge of the Data Controller, according to the instructions of the latter. In such case, the Data Controller shall identify, in advance and in writing, the entity to which the data must be communicated, the type of data to be communicated and the security measures to be applied in order to proceed with the communication.

If the Processor must transfer personal data to a third country or to an international organization, under the law of the European Union or of the Member States applicable to it, they shall inform the Controller of this legal requirement in advance, unless such law prohibits it for important reasons of public interest.

- e) Ensure that the persons in your organization authorized to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which you must inform them appropriately.
- f) To keep at the disposal of the Responsible the documentation accrediting compliance with the obligation established in the previous section.
- g) Maintain the duty of secrecy with respect to the personal data to which it has had access by virtue of the present assignment, even after the end of its object.
- h) Ensure the necessary training in personal data protection for the people in your organization authorized to process personal data.

- i) Assist the Controller in responding to the exercise of the rights recognized in articles 15 to 22 of the GDPR.

- j) To notify the Controller, without undue delay, of any breaches of security of the personal data under its responsibility of which it becomes aware, together with all relevant information for the documentation and communication of the incident.

If available, at least the information defined in art. 33.3 of the GDPR shall be provided: If and to the extent that it is not possible to provide the information simultaneously, the information shall be provided in a gradual manner without undue delay.

- k) In addition to Fagor (Foreman), the subcontracting of the following entities is expressly authorized:
 - TeamViewer Germany GmbH ("TeamViewer"), Bahnhofplatz 2, 73033 Göppingen
 - Gailen SLL, ("Gailen"), Paseo Landabarri 119, 1A 48940 - Leioa, Bizkaia, as developer of the platform.

The subcontractor, who will have the status of sub-processor, is also obliged to comply with the obligations established in this document for the Processor and the instructions issued by the Controller.

- l) At the Controller's option, the Processor shall delete or return to the Controller or to another processor designated by the Controller, all personal data upon termination of the provision of the services and destroy existing copies, unless the retention of personal data is required by Union or Member State law, duly

notifying the Controller of this circumstance.

The return must entail the total deletion of the data existing on the computer equipment used by the Contractor. However, the person in charge may keep a copy, with the data duly blocked, for as long as liabilities may arise from the performance of the service.

- m) Support the Controller in conducting data protection impact assessments, where appropriate.
- n) To support the person in charge in carrying out prior consultations with the supervisory authority, when appropriate.
- o) Make available to the Controller all information necessary to demonstrate compliance with the obligations set forth in this Stipulation, as well as to allow and contribute to the performance of audits, including inspections by the Controller or another auditor authorized by the Controller.
- p) Implement the necessary technical and organizational security measures to ensure the security of the processing in relation to the risk to the rights and freedoms of data subjects and whose effectiveness will be regularly verified in order to adopt additional measures that are appropriate to the level of risk of the processing.
- q) Not to carry out any data processing involving the transmission of data outside the territory of the European Economic Area, without adequate safeguards, whether it constitutes a transfer of data or is intended for processing on behalf of the

Controller, except with its prior written consent.

4. Duration

4.1. The present contractual relationship, the term of which shall commence upon acceptance of the Terms and Conditions, shall have an indefinite duration.

In the event that there was a use prior to the acceptance of these Terms and Conditions, the contractual term shall be understood to commence from the start of use.

The contractual relationship shall be terminated when one of the Parties so desires and notifies the other Parties in writing, thirty (30) days prior to the end of the initial period or any of its renewals.

4.2. In any case, the present contractual relationship shall be considered automatically terminated at the time of termination of the relationship by virtue of which the PHARMACY makes use of the on-premise Medical Dispenser or, as the case may be, the cloud software for its Pharmacy activity.

5. Price

5.1. When the Medical Dispenser is within the one-year warranty period, either because the aforementioned period has not expired or because it has been extended, the repair services for the Medical Dispenser and, if applicable, for the cloud software will not imply any additional cost for the Pharmacy.

In the event that the Medical Dispenser warranty period or the extension thereof has expired, if a repair of the Medical Dispenser equipment is necessary, Fagor will

send the PHARMACY an estimate for the repair of the equipment, detailing the estimated costs for the repair. The estimate will establish the conditions and method of payment of the amounts corresponding to the repair.

6. - Payments derived from repairs

In the event that any amount is accrued in favor of Fagor for repair due to being out of the warranty period, this will be paid by the Pharmacy within the term indicated in the corresponding invoice to the account number indicated therein.

7. - Liability

7.1. Each Party shall personally assume the responsibilities derived from the breaches of the obligations set forth in the Terms and Conditions, as well as those established in the applicable regulations.

7.2. In this sense, the breach by any of the Parties of the obligations referred to in the present Terms and Conditions is extensible to its fair responsibility, answering before the Data Protection Authorities, or before any third party of the infractions that may have been committed derived from the execution of the present Terms and Conditions and/or of the legislation in force in the matter of protection of personal data.

7.3. Each of the Parties shall be liable for all damages caused to the other(s) in all cases of negligent or negligent conduct in the performance of their respective obligations under these Terms and Conditions.

8. - Confidentiality

8.1. The Parties declare that the secret, reserved and confidential nature of the personal data to be processed, as well as any information exchanged in connection with the services referred to in these Terms and Conditions, are an essential element of the contractual relationship and strictly confidential for all purposes.

8.2. The Parties undertake to maintain in strict secrecy, during the term of the contractual relationship or at any time after its termination, the secrets or other confidential information to which any of the Parties may have had access due to the contractual relationship, and by any other means.

9. - General

9.1. Sole Agreement. - The present Terms and Conditions represent the only valid agreement between the Parties in relation to the subject matter hereof, annulling and rendering void any other contracts or agreements previously reached by the Parties on the same subject matter, whether oral or written.

No modification of these Terms and Conditions shall be effective if it has not been established in writing and accepted by the Parties.

9.2. Waiver. - The waiver by any of the Parties, one or more times, to demand the fulfillment of the Terms and Conditions, or to exercise any of the rights or privileges granted therein, shall not be understood as a generic waiver of such terms, conditions, rights or privileges, which shall continue in full force and effect as if such waiver had not occurred.

9.3. Expenses and taxes - All expenses and taxes arising as a consequence of the formalization, fulfillment or termination of these Terms and Conditions and the obligations arising therefrom shall be borne by the Parties in accordance with the applicable legislation.

9.4. Notices. - Any notice shall be in writing and shall be sent by facsimile, mail or hand-delivered to the parties at the address set forth for each of them in these Terms and Conditions.

9.5. Applicable Law and Jurisdiction. - The Parties agree that the validity, interpretation and performance of these Terms and Conditions shall be governed by Spanish law. Likewise, the Parties expressly waive any other jurisdiction that may correspond to them and expressly submit to the jurisdiction of the Courts and Tribunals of the domicile of the defendant.

Last updated on 11/14/2023