

DISCLOSURE AGREEMENT REGARDING DATA PRIVACY IN E-PRESCRIPTION SYSTEM

Creating an account here directly agrees with our terms and conditions stated below.

This Disclosure Agreement (the "DATA PRIVACY IN E-PRESCRIPTION SYSTEM ") is entered into between [the name this account is registered to] (referred to as the "Disclosing Party") and [Prescribly] (referred to as the "Receiving Party") (collectively referred to as the "Parties") on this (Date of account creation).

WHEREAS, the Disclosing Party operates an e-prescription system (Precribly) that involves the collection, processing, and storage of personal data;

WHEREAS, the Receiving Party will have access to certain personal data, confidential information, and proprietary information as part of their role in relation to the System; WHEREAS, both Parties recognize the importance of safeguarding personal data and ensuring compliance with applicable data protection laws and regulations;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Definitions:

(a) "Personal data" shall mean any information relating to an identified or identifiable individual as defined under applicable data protection laws and regulations.

(b) "Confidential information" shall include any information disclosed by the Disclosing Party to the Receiving Party that is marked as confidential or that, under the circumstances surrounding the disclosure, ought to be treated as confidential.

Data Privacy Obligations

(a) The Receiving Party shall use personal data obtained through the System solely for the purpose of fulfilling its obligations in relation to the System and shall not disclose, transfer, sell, or otherwise make personal data available to any third party without the prior written consent of the Disclosing Party, except as required by applicable laws or regulations.

(b) The Receiving Party shall implement appropriate technical and organizational measures to protect the personal data from unauthorized access, loss, destruction, alteration, or disclosure, in accordance with industry best practices and applicable data protection laws and regulations.

(c) The Receiving Party shall promptly notify the Disclosing Party in the event of any unauthorized access, use, or disclosure of personal data and shall cooperate fully in any investigation, mitigation, or remediation of such incident.

Confidentiality Obligations

- (a) The Receiving Party acknowledges that the Confidential Information disclosed by the Disclosing Party is valuable and proprietary, and shall use reasonable efforts to maintain the confidentiality of such information.
- (b) The Receiving Party shall not disclose or use the Confidential Information for any purpose other than as necessary to fulfill its obligations in relation to the System.
- (c) The Receiving Party shall ensure that its employees, agents, or any other individuals having access to the Confidential Information are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

Compliance with Laws The Parties shall comply with all applicable laws, regulations, and industry standards relating to data privacy and security in the collection, processing, and storage of personal data within the System.

Term and Termination

This Agreement shall remain in effect until terminated by either Party upon written notice to the other Party. Termination of this Agreement shall not relieve the Parties of their obligations regarding the confidentiality and protection of personal data and confidential information.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date [Date Today]