Ref.: NUP 02/11/2023

On the one hand, **NeuronUP SL** with TIN number B26479725, based at Calle Piqueras 31, 5th floor, 26006, in Logroño (La Rioja), incorporated by way of a deed authorised in Logroño by Notary Public Mr Julio Antonio Pernas Tobía on 4 February 2011, as number 175 in his protocol, registered on 9 February 2011 with La Rioja Trade Registry in Book 726, Page 218, 8th Section, Sheet number LO-14.320, 1st inscription.

On the other, the contractor, physical or legal person, who completes the contract form (henceforth, client) on www.neuronup.com, with the information required and with whom **NeuronUP** establishes a contractual relationship based on this document Having examined their nature, the Client recognises, understands and freely accepts the general conditions.

These Terms and Conditions, together with all additional information about the service contracted by the Client, are published on the **NeuronUP** website, comprising a unitary whole binding the parties.

Both parties are interested in formalizing these terms and conditions by accepting the terms and conditions established in the following

CLAUSES

1. DEFINITIONS

<u>NeuronUP:</u> is a supplier of Internet services that has developed a professional management computer application called **"NeuronUP"** (henceforth, "**the platform**") which comprises a platform with online web access intended to facilitate the rehabilitation and cognitive stimulation of persons with acquired brain injury, dementia, learning disabilities, mental illness, etc. **NeuronUP** holds the exploitation rights over the aforementioned application.

The aforementioned platform uses 'Cloud Computing' technology, which will provide the Client with real-time access, whenever and wherever there is an Internet connection, to complete the various exercise and modules which comprise the platform, information on the same, archived exercises and modules completed and to interact directly with the team of professionals at **NeuronUP** in a specialised environment This will generate continuous updating of platform information and content.

<u>Platform</u>: professional management computer application comprising a platform with online website access intended to facilitate the rehabilitation and cognitive stimulation

of people with acquired brain injury, dementia, intellectual disability, mental illness, etc. and may include (a) all the information provided in this contract, including but not limited to (i) software files and any other information on the platform; (ii) samples of schematics, images, incorporated photographs, drawings, sounds, clip art and other artistic work ('Content Files'); and (iii) written material and explanatory files ('Documentation'); and (b) whichever updated versions and copies of this information, in addition to improvements, updates and additions to it that the platform provides and makes available to the Client at any time, to the extent it does not fall under any other contract.

<u>Client</u>: The physical or legal person contracting NeuronUP services. They may or may not have administrator, professional or user rights. In terms of platform management, this person is responsible for granting or revoking administrator, professional and user rights.

<u>NeuronUP2GO</u>: is the part of the platform that enables the professional to send tailor-made programmed exercises to be performed in the user's home, enabling more intensive work to be accomplished.

<u>Terms & conditions for contracting</u>: unitary whole, which is binding for the parties, comprising the clauses included in this document to regulate the Service and, where applicable, progress annexes.

<u>Technical requirements</u>: Hardware and Software requirements stipulated by NeuronUP, and content in the corresponding section on the www.neuronup.com website, enabling the professional or platform user to access and use the site.

<u>Login and Password</u>: system that enables identification, authentication and control of the idents/licences (administrator, professional or user) accessing the platform through the website so as to manage and use the service, i.e. this is a system that ensures access is safe, trustworthy, true and always done by authorised users.

2. OBJECTIVE

2.1.

The objective of the present General Service Conditions is to regulate access to and use of the platform offered by NeuronUP through its <u>www.neuronup.com</u> website and payment by the client to NeuronUP.

2.2.

Access to and use of the platforms offered by NeuronUP is achieved through one or more of the plans or licences offered to the client by NeuronUP, which are described below.

2.3.

Should there be specific conditions or service development annexes which contradict these Terms and Conditions, then the details of those specific conditions shall prevail, unless otherwise indicated therein.

3. DEFINITION AND CHARACTERISTICS OF THE SERVICE

3.1.

The provisions of these Terms and Conditions shall be applicable to the following Plans and/or Licences (throughout the contract the terms plans and licences are used jointly or separately and refer at all times to the services described herein) for both the 'DEMO' – TRIAL and paid versions.

Digital Content Plans and/or Licences with regular subscription:

- ✓ NeuronUP KIDS

- ✓ NeuronUP ADULTS

- ✓ NeuronUP ADULTS + KIDS

- ✓ Academy

- ✓ Extra Professional

Hard-Copy Content Plans and/or Licences with one-off payment:

- ✓ NeuronUP KIDS

- ✓ NeuronUP ADULTS

- ✓ NeuronUP ADULTS + KIDS

- ✓ NeuronUP2GO

3.2.

The content and resources in each of the plans or licences and their corresponding prices are available in full all the time at www.neuronup.com. In addition, the resources and contents are detailed in Annex III. Should there be a discrepancy between these conditions and those published on the website, the latter shall take precedence.

3.3.

In order to properly access and use the platform, the client, administrator, professional and user will need the technical requirements that are appended to this contract as annex II and will always appear in their latest form in the NeuronUP FAQs section.

3.4.

Modifications may be made to the characteristics of each Plan or Licence; these changes will be governed by the provisions of the clause on this issue (MODIFICATION). In any event, notification of any alteration which affects the Plans or the provisions of these conditions will be considered effective upon publication of these changes on the NeuronUP website.

3.5.

Moreover, with NeuronUP2GO the client, upon payment, can contract the sending of programmed and individualised exercises to users, as long as these options are available for the contracted Plan.

4. PLATFORM ACCESS: IDENTS & BREADTH

4.1.

The application can be accessed using the idents and/or licences detailed below. Each of the profiles can be acquired with the responsibilities corresponding to the licence allocated.

4.2.

The **Client** may or may not have administrator, professional or user rights. In terms of platform management, this person is responsible for granting or revoking administrator, professional and user rights.

When a client contracts access to the platform online, an account with administrator and professional licences is automatically created, which allows the remaining licences to be managed. The person holding this account shall respond to NeuronUP for any problems related to subscriber ident access for this client. If access to the platform is

contracted in the traditional way (offline), the person named in the contract shall respond to NeuronUP in these cases. In other words, they are responsible for keeping the professionals in their centre active, deregistering those who no longer work there unless an administrator is designated responsible during the registration process.

Once on the platform, the client may proceed to manage the idents and/or licences.

4.3.

The **ADMINISTRATOR** ident is created by the client, who may create as many administrators as deemed necessary. This ident:

- ✓ may register or deregister the professionals who will be working on the platform.

- ✓ may alter the licences associated with each ident and create end users (patients), acquiring responsibility for registering and deregistering the professionals who access it.

- ✓ may choose the features for each ident and give permission to use saved credit cards or assign unallocated months of NeuronUP2GO.

- ✓ may make bulk purchases in NeuronUP2GO and assign permissions to the professional on balance sharing of the uses.

- ✓ is responsible, with access through online contracting, for ensuring professionals remain active in the centre, deregistering those who are no longer in the work centre.

This ident does not grant access to the stimulation and cognitive neuro-rehabilitation activities, which also require a professional ident.

4.4.

The **PROFESSIONAL** ident is created by the Administrator and is responsible for direct interventions with the end users of the platform. This ident may:

- ✓ access all areas of the intervention platform related to undertaking activities, manager centre users, planning programmes and participatory sessions (depending on the Plan or Licence contracted).

- ✓ can make individual NeuronUP2Go purchases for their end users.

✓ the client may assign the role of administrator with all the features defined for that ident.

4.5.

The **END USER** ident is created by the professional and is the person (student, patient, partner, etc.) who receives participatory sessions with the professional in each of the work centres registered in NeuronUP.

On occasion they may access the platform, though purely for NeuronUP2GO sessions scheduled by the professional. A username and password need to be created for this purpose. If these are lost, they may only be requested from and reset by someone with professional and/or administrator privileges.

5. ENTRY INTO FORCE, DURATION AND TERMINATION

5.1.

These terms and conditions enter into force when the client contracts any of the plans offered by NeuronUP for the first time, applying all the plans contracted, including those services which require a separate application aside from the contracting of the corresponding plan (NeuronUP2GO) when the application is made.

5.2.

The present general conditions will remain in force while the client has any plan and/or licence contracted/renewed in NeuronUP.

During the period of this relationship, the general conditions may be updated and, thus, replaced by a more recent version. A copy of the conditions will not be sent for each change; those published on www.neuronup.com and on the platform will be understood to be in force, as they contain the most current version.

5.3.

These terms and conditions will stop being applicable once the cancellation requested by the customer has become effective or the customer no longer is paying for the corresponding renewal.

5.4.

Online purchase of access to hard-copy activities shall remain in place indefinitely; however, access to hard-copy activities for offline purchases are bound to the digital activities. Thus, if a service is deregistered (for any reason), access to both the digital and hard-copy activities shall be forfeit.

5.5.

The date upon which NeuronUP begins to render the contracted plan will coincide with the date of registration of the same, which in most plans (unless the Specific Conditions direct otherwise) will occur once the client finishes the contracting process.

With online contracting, the plan will be automatically renewed by someone holding administrator privileges for the same period of time chosen when first contracted or for the period requested later on the platform. With offline contracting, the client must request automatic renewal is halted by writing to NeuronUP at the following email address: gestion@neuronup.com and include proof of identity or use the option created for this purpose in the corresponding Administrator section.

5.6.

Deregistration from one plan without changing to another and the termination of the contractual relationship prior to the end of the contract/renewal period does not entitle the client to any financial restitution. The above notwithstanding, in the matter of annual plans being renewed online, should a client who has not used the content of the platform since the date of renewal request the amount paid for the automatic renewal be refunded, NeuronUP reserves the right to refund the amount charged less the expenses incurred for this operation.

5.7.

Non-renewal or deregistering from a service contracted online through the platform shall occur automatically at the end of the last period paid for. Cancellation of the subscription as a whole, to say for all products, will also occur at the end of the paid period. A written request for non-renewal or deregistration from a service contracted offline should be sent by mail and will come into force on the date agreed upon.

5.8.

 In any case, a client who is deregistering may continue to access the NeuronUP platform using their username and password but will have no access to either the services or the information therein. They may continue to access the platform for a year; should they contract any services during this period, the client may then access the information stored in their ident. If no service is contracted within this period, the ident will expire and the user may no longer access the information linked to their ident, which may not be recovered.

5.9.

The present terms and conditions will be deemed concluded when, aside from the legally established causes and those in the various clauses in these conditions, any of the following apply:

a. Mutual Agreement between the parties.

b. Non-renewal of the contracted plan/s.

c. Non-compliance by either of the parties with the obligations arising from this contractual relationship. In this case, the situation that led to this reason for termination may be remedied in a maximum of THIRTY (30) days from the compliant Party being notified of this non-compliance by the other Party Should the non-compliant Party fail to remedy this situation within the given period, the Contract will be automatically terminated immediately.

d. Most especially, any failure by the client to comply with the intellectual property rights established in favour of NeuronUP in the corresponding clause in this contract. This will lead to immediate termination, while NeuronUP reserves the right to claim any damages resulting from the situation.

Were the cause for termination of this relationship as per sections c and d above, then notwithstanding the penalties or compensation the client may have to fulfil vis-à-vis NeuronUP, this latter reserves the right to terminate the contractual relationship in advance and, thus, deprive the client of the contracted plans without prior warning or any right to claim compensation or the return of any amount paid.

Should these general conditions be terminated or rescinded for the aforementioned or any other causes permitted by law, the parties must fulfil the obligations assumed prior to contract termination vis-à-vis the other or third parties.

6. CHANGING PLANS

6.1.

A client who has contracted a Plan or licence may change to another with greater or lesser content, resources and applications than that previously held.

6.2.

The client may make these changes through the app. The change enters into force immediately and the price is prorated only if the change is to higher priced plan.

7. SERVICE PRICE & PAYMENT METHOD

7.1.

The client must pay NeuronUP the amount corresponding to the plan/licence chosen, which is given on www.neuronup.com when the contract or renewal is effected.

7.2.

Payment for the Plans will be in advance, thus NeuronUP will not provide the service until the amount for the service contracted has been received. Payment for the Plans contracted will be enforceable from the day the client contracts/requests them.

7.3.

Payment for products contracted online will be on a monthly or annual basis; the client may choose between the two options when contracting. The client may change the payment frequency chosen later using the app.

Products contracted offline will be paid for on an annual basis or per any agreement included in the corresponding annex III.

7.4.

Payment method: typically, NeuronUP offers their clients the following payment methods for online purchases:

- A charge to the credit card indicated by the client when contracting.

- Via PayPal with the currencies allowed by Stripe available at the time of payment.

The user authorises NeuronUP to take the necessary steps to receive payment for invoices issued per the payment method chosen.

NeuronUP has chosen STRIPE to pursue collection issues for contracting and renewals. Thus, by way of these general conditions, the client authorises and consents to whatever actions are required to enable the collection to be concluded.

7.5.

From the administrator section, the client can update the billing details and administer the information on the card used for payment. The client is liable for any damages or expenses incurred by NeuronUP should the data prove incorrect or if the client does not have the funds to cover the corresponding payment.

7.6.

By accepting this contract, the client expressly consents to the dispatching of invoices for the provision of the contracted Plans through online means, as per the current standard on this matter.

7.7.

For offline contracting, any queries about billing and payment for their Plans should be addressed by writing to gestion@neuronup.com, providing proof of identity as a client.

For online contracting, a client with administrator privileges can access the invoice bank from the platform; these can then be printed or downloaded.

7.8.

The fixed price applicable to the product contracted may be revised at any time by NeuronUP, in line with the provisions of the modification clause. If there is a change in the price of any of the Plans, the clients will be notified of the change before they are affected by the variation in the following invoice issued for their Plan. Thus, if they disagree with the change, they have the right to terminate the contractual relationship, deregistering from their plan(s) without any need to pay any additional cost, if their quota is up to date. When the current payment period finishes, the contractual relationship will be terminated and, therefore, the client will be deprived of the service should the new price still not be accepted.

7.9.

The amounts detailed on the website or in annex III of these terms and conditions do not include any current tax that may correspond. In any event, once the amount has been calculated and noted on the corresponding invoice, the client should then pay this amount.

7.10.

For every rejected payment for reasons attributable to the client, NeuronUP shall seek redress from the client to the amount of expenses that, if appropriate, would have arisen from said rejection.

7.11.

NeuronUP reserves the right to halt the service provided as a result of any incident involving payment for the Plan and/or lack of payment until the situation is resolved. Were the client to fail to pay following the first warning of a temporary halt, then they would be deregistered from the Plan for their non-compliance with the contractual Conditions. NeuronUP is to be held blameless for any data loss that might occur as a consequence of the temporary halt to or final deregistering from the service Should the client contract the same Plan again, they must register all their data again.

7.12.

Should NeuronUP detect fraudulent use of the 'demo' version for platform access, then access will be deregistered. NeuronUP is to be held blameless for any data loss that might occur as a consequence of deregistering.

8. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

8.1.

Both the client and NeuronUP are committed to fulfilling the terms of the contractual Conditions applicable to them, acting fairly and in good faith.

8.2.

NeuronUP is committed to offering optimum services, with all the means at their disposal, endeavouring to see them provide 24 hours a day, 7 days a week, in the safest way possible. The exception to this shall be any incidents that may arise as a result of the providers of the platform.

8.3.

NeuronUP reserves the right to interrupt the contracted service for technical repairs or maintenance, as well as to improve the Plan. The client will be informed of such sufficiently in advance.

8.4.

NeuronUP cannot guarantee the availability of the platform for the Plans contracted will be continuous and uninterrupted, given the possibility of problems with the Internet network, faults in servers or any other unpredictable contingency unconnected to NeuronUP. The client is willing, within reason, to tolerate risks and imperfections or non-availability of the services resulting from the technical complexity of the programmes used and the range of possible usage in existence.

8.5.

The contracted Plan is provided through the NeuronUP platform alongside other plans contracted by other clients; thus, the platform is shared with other clients. By sharing the same tool with other clients, technical problems attributable to third parties may arise for which NeuronUP accepts no liability. Thus, the client expressly waives the right to claim for any contractual or extra-contractual liability or damages from NeuronUP for possible faults, slowness or errors when accessing or using the contracted product, without prejudice to the provisions of the current legislation.

Notwithstanding the above, should NeuronUP fail to meet the commitments assumed in these Conditions and provide an inefficient service for a period of over 24 hours without cease, the liability attributable to NeuronUP will be limited to returning the money charged for the plan during the period of interruption.

8.6.

At no time does NeuronUP accept liability derived from data loss, business interruption or any other damages incurred in the normal operations of their products for failing to meet the client's expectations.

8.7.

NeuronUP allows its clients to choose the language in which they do business in terms of online sales (where Spanish and English are prevalent). Contractual conditions are published, accepted and sent to the client in Spanish only, no matter the browsing language, as the legal interpretation will always be in the original language in which it was written.

If NeuronUP provides a client with a version of this contract that is not in Spanish, should there be a conflict between the different version, then the version in Spanish shall take precedence.

8.8.

NeuronUP is held harmless for:

- ✓ The content housed in the contracted plans and information issued and stored during exploitation, for which the client is responsible.

- ✓ The errors produced by the access providers.

- ✓ Any virus infecting their machines, whose protection is incumbent on the client.

- ✓ Intrusions by third parties into the plans contracted by the client.

✓ Incorrect configuration on the part of the client.

✓ Deterioration in equipment (client's terminals) or misuse (client responsibility).

✓ Infringement of intellectual or industrial rights or any other legitimate rights or interests that may arise from using the product contracted by the client.

✓ Anything that is exclusively attributable to the client.

8.9.

By way of conditions for the usage of the contracted plan, NeuronUP prohibits usage that runs counter to good faith and, in particular (though merely illustrative):

✓ Usage that runs counter to the law or infringes the rights of third parties.

✓ The publication or transfer of violent, obscene, abusive, illegal, xenophobic or defamatory content.

✓ Content which breaches intellectual property rights.

✓ The collection and/or use of personal data belonging to other users without their express consent or in contravention of the legislation in force on the Protection of Personal Data.

8.10.

The client acknowledges and accepts that the technical suppliers for platform maintenance may, exceptionally to address any type of technical issue, remotely access the platform and, therefore, its content. Should this occur, their actions would be limited to performing the work necessary to solve the problem, without using the action or data to which they may have access for any other purpose.

8.11.

The client acknowledges that the characteristics of the contracted plan suit their needs, about which purpose they have been suitably informed by NeuronUP.

8.12.

The client is solely responsible for accessing and using the contracted plan. Likewise, the client is wholly responsible for the content housed there, the information transferred and stored, the claims from third parties and the legal actions that may unfold with regard to intellectual property, personality rights and child welfare. The

client is liable before the laws and regulations in force for the pursuit of their activity for which the corresponding plan is contracted. NeuronUP is held wholly harmless, whether directly or in an ancillary capacity, for any direct or indirect detriment the client may cause to third parties.

8.13.

When using the contracted plan, the client is committed to:

✓ Keeping a back-up copy of the content housed on the contracted product in order to replace said content were it necessary.

✓ Keeping the email address supplied in the contracting form for communication with NeuronUP operational, active and up-to-date, as it constitutes the preferred means of communication at NeuronUP for an agile, fluid management of the requested service provided as a result of the contractual relationship which through this contract binds the parties.

✓ Should the client wish to change the contact email address provided on the contracting form, they should send their request to NeuronUP at the following email address: gestion@neuronup.com where they should provide proof of identity, in order for communication between the contracting parties to remain uninterrupted. This may also be accomplished directly from the platform.

✓ NeuronUP does not accept any liability that the lack of operability of the email address pertaining to the client or the failure to inform NEURONUP of the change in address may incur, or for the misrepresentation alleged by the client as a result of their own negligence in terms of keeping said information current.

✓ Retaining and assiduously using the platform access user and password, as these comprise the way NeuronUP can check that access is genuinely undertaken by the client or any other user authorised by this party. The client is solely responsible for the use and disclosure of these identifiers, including to third parties, in addition to the actions and requests pursued by the authorised users (those granted the necessary licences).

✓ NeuronUP will only provide duly accredited clients with access details.

8.14.

With the aim of improving service provision, maintenance and the usability of the platform, NeuronUP reserves the right to undertake research and development projects, trending bar charts and make use of AI and other studies using the information stored on the application subject to current legislation (details on policy and processing in the data protection clause).

8.15.

The plans offered by NeuronUP are for the exclusive use of professionals, thus for those cases where clients, pursuant to the current legislation, would be considered consumers and users, the present legislation will be applicable to them, rendering null and void - in these cases - as many of the clauses in these general conditions as necessary.

8.16.

All the plans offered by NeuronUP through their platform are intended for adult professionals. Were a minor to engage any of the plans, NeuronUP would understand that authorisation had been given by the parents, tutors or legal guardians, as they would be considered responsible for the actions taken by the minors in their charge.

9. FORCE MAJEURE

Neither party shall be liable for any breach of the obligations arising from the contractual Conditions applicable to the plans contracted. Therefore, there is no right to compensation when such breach is the result of Force Majeure, as established in the current legislation. If the halt caused by this circumstance is greater than two months, these Conditions may be cancelled at the request of either party.

10.   INTELLECTUAL AND INDUSTRIAL PROPERTY

NeuronUP holds all the intellectual rights and any other rights related to the implementation and commercialisation of the contracted plans, the platform under which they operate and the contents and resources shown on the platform, in the plans, on the Website and, in particular, the designs, texts. graphics, logos, icons, buttons, software, trade names, trademarks and any other signs capable of being used industrially or commercially are subject to NeuronUP intellectual and industrial property rights or third party-holders whose usage has been obtained in the right fashion.

For any action in which the client goes over and beyond compliance with the contractual Conditions, they shall require written permission from NeuronUP.

Pursuant to these Terms and Conditions, the client shall acquire absolutely no rights or licences vis-à-vis the contracted plan, or over the content, resources, the technical information on plan monitoring, with the exception of the rights and licences required to comply with the contractual Terms and Conditions for the duration of the same.

At no time will it be understood that any licence has been granted or that there has been a waiving, transfer, full or part cession of these right; nor shall any rights or expectation of the same be conferred, in particular for the alteration, exploitation, reproduction, distribution or public notification of said content without prior written consent from NeuronUP or the corresponding title-holders.

The client accepts that access to the NeuronUP website, platform, plans, content or resources grants them no rights over the intellectual property of the same, not for modifying or altering or for exploitation, misappropriation or commercialisation or to undertake any act of vilification, confusion, harnessing of reputation, or any act of unfair competition which breaches intellectual property rights

Thus, NeuronUP grants (not sells) a Licence for the client to use, but solely under the terms of this Licence, the platform, plans, content and resources, in addition to any documents or other support that accompanies this Licence. NeuronUP expressly reserves all the rights not conceded to the Licensor/Client and only authorises the Client to use, through the authorised website, and harness the functionality of the Software solely in accordance with the terms of this contract. The rights conceded in accordance with the terms of the present conditions affect any update, modification, extension, etc. of the application that replaces and/or complements the platform and its plans.

11.   CONFIDENTIALITY

Any information or documentation either of the parties provides the other in pursuing and executing the present contractual Conditions shall be considered confidential and exclusive to the provider and may not be conveyed to third parties without their consent.

The parties exclude the following from the category of confidential information: all information shared with third parties by the party which possesses it, any that becomes public, any that must be disclosed under the law or a judicial resolution or peremptory act by a relevant authority and any that is obtained by a third party that is not bound by any form of confidentiality.

This obligation to confidentiality shall last for two (2) years beyond the termination of the aforementioned contractual Conditions.

Neither of the parties shall acquire any rights over any confidential information or other rights pertaining to the other party.

The above notwithstanding, the Client shall expressly empower NeuronUP to officially announce that they are part of the latter's client portfolio. This disclosure may be in the form of press releases, events, public forums, conferences, etc. and is intended for the purposes of publicity and marketing; similarly, the name of the Licensee/Client may be included in the latter's trade literature.

12. PERSONAL DATA PROTECTION

12.1. Personal data from signatories (representatives of physical persons) of this contract with responsibility for application usage:

Both parties affirm they comply with the obligations detailed in the data protection law. Thus, the representatives (physical persons) and other persons participating for either of the parties in the implementation of this contract are informed through this clause that the personal data provided to enact this contract shall be processed by their respective counterpart as CONTROLLERS for this data to manage contractual relations and to satisfy the relationship herein described.

The legal bases for this processing is the implementation of the present contract and legitimate interest. The personal data collected, as well as technical data that are automatically generated, including but not limited to: IP address, connection time, etc., shall be retained for the duration of the contract. Once the relationship has concluded, they shall remain locked for the statute of limitation detailed in the applicable legislation.

The Parties mutually inform each other that the data may be transferred, where applicable, to the Inland Revenue and other government agencies to make the requisite tax declarations and to comply with current regulations.

Either party may request of the other at any time access, opposition, rectification or elimination of their personal data. They may also request the limiting of processing and data portability per the reasons or circumstances detailed in the applicable legislation. They should write to the controller at the email or postal address provided during contracting for communication between the parties.

In meeting their legal obligations, the parties must maintain an updated record of processing activities and, following a risk analysis, establish the technical and organisational methods required to ensure the confidentiality, integrity, availability and endurance of the data, and which are necessary to ensure suitable security. This shall

include protection against unauthorised or illicit processing and against loss, destruction and accidental damage and shall tend towards:

I.   The pseudonymization and encrypting of personal data.

II. The capacity to ensure permanent confidentiality, integrity, availability, and resilience of the processing systems and services.

III. The ability to restore availability and access to personal data rapidly should a physical or technical incident occur.

IV. The process of verifying, assessing and evaluating the effectiveness of the technical and organisational measures to ensure processing security.

Likewise, the parties are herein informed that they may present a claim before the Spanish Data Protection Agency should they deem it necessary for a failure by the other party to comply with the legislation.

12.2.   ADDITIONAL INFORMATION ABOUT NEURONUP:

NeuronUP notes that in the pursuit of its activity, it uses auxiliary services from suppliers to whom data is passed (as processing controllers) that are based outside the European Economic Area, thus effecting an international data transfer this means that the laws of these countries may differ from the European ones regarding the recognition of rights or the existence of a control authority that manages or takes responsibility in this matter.

The list of third party providers and their privacy policies can be found at the following link:
https://neuronup.us/privacy-policy/#cessions

The basis of legitimacy to make these transfers is the consent of the customer embodied in the contract, by accepting the privacy policy, which indicates the suppliers and how to consult their policies. Any news specific to this matter will be published by NeuronUP at https://neuronup.us/privacy-policy/#PRIVACY-POLICY

12.3.   Personal data processing to be undertaken by NeuronUP on behalf of the CLIENT to develop and deploy this contract:

In ANNEX II of this contract is the "Processing Controller" agreement, which details the personal data processing that, where applicable, is undertaken by NeuronUP, as data controller, as a consequence of the development and deployment of this contract.

13. MODIFICATION

13.1.

NeuronUP reserves the right to modify the characteristics and conditions of its plans and platform in any way, to the benefit and for the development of the same. For this purpose, the company need not do any more than inform the client with an online message and/or add this modification to the applicable contractual Conditions and/or send this by email and/or publish it on the website or platform.

13.2.

Thus, the information on characteristics, prices and business information for the services that are given on the NeuronUP website shall supplant those given in this document.

13.3.

NeuronUP shall convey these modifications in writing as soon as possible so the client can adjust to them. Having been informed of the alteration, if the client is not in agreement with the new conditions, there is a period of 14 calendar days from receipt of said communication to terminate the contractual relationship between the parties. Should the client not oppose this communication within this time, the new conditions will be understood as accepted.

13.4.

Notwithstanding the above, NeuronUP will make a copy of the current contractual conditions available to all their clients, publishing it on their website.

14. CESSION

The client may not transfer rights and obligations to third parties derived from the contractual Conditions with NeuronUP, without prior written consent from this latter, except for plans which offer the opportunity to activate multiple users, in which case they will be transferred in line with the directives and philosophy of the service.

For their part, NeuronUP may transfer and/or subcontract to third parties the provision of the services considered in these Conditions without the need to inform the client, with whom the contractual relationship will remain, all of which without prejudice to the current legislation, for which the client will grant their consent in advance.

15.   LIABILITY AND WARRANTY DISCLAIMER

15.1.

Under no circumstances will NeuronUP or its officers or senior management, administrators, stakeholders or dependent workers incur liabilities for a cause that is directly or indirectly related to the use of the contracted product by the client.

15.2.

The parties acknowledge that the entry into force of these Conditions does not imply any kind of representation, delegation, warranty or other agreement different to those expressly described herein.

16.   VARIOUS

16.1.

Were any stipulation included among these contractual Conditions declared null and void fully or in part by a tribunal or appropriate authority, the remaining stipulations will remain valid, unless the parties choose to terminate the Contract at their discretion.

16.2.

During the process of any disagreement and/or arbitration or judicial procedure, if possible, the contractual Conditions will continue to be met.

17.   APPLICABLE LEGISLATION AND RELEVANT COURTS

17.1.

Spanish legislation shall be applicable for matters unforeseen in the terms and conditions, or the interpretation and resolution of disputes which may arise between the parties as a result of these conditions.

17.2.

17.3.

Were any dispute or difference to arise between the parties regarding the interpretation and deployment of the contractual Conditions applicable to the client which are not resolved by mutual agreement, then this shall be resolved at the behest of either party, following written communication from one to the other, through mediation under the

terms of Act 5/2012, dated 6 July, on mediation in civil and trade matters and any secondary legislation.

17.4.

All the above shall be understood without prejudice to the two parties submitting to the Courts and Tribunals of the City of Logroño, waiving rights to their own jurisdiction if such exist. In the case of consumers or users, they shall be subject to current procedural law.

ANNEX I: TECHNICAL REQUIREMENTS

In order to access the content and resources on the NeuronUP platform and all the latest developments, we recommend you use browsers like Firefox and Chrome, which update automatically, to make the most of our multimedia activities.

You may experience problems with our platform if you access it from an outdated version of your browser.

The technology used by the NeuronUP platform does not support Internet Explorer.

There are activities with a significant amount of additional content, e.g. the games and digital sheets which include photographs, audio tracks or a multitude of images. The waiting time for the activity to load fully may rise if the speed of the Internet connection is slow or the hardware on your computer is not powerful enough.

NeuronUP cannot guarantee suitable operability of the platform on (static or mobile) devices with obsolete operating systems, particularly those where the support from the provider for the operating system is no longer available.

ANNEX II: DATA AND INFORMATION PROTECTION POLICY (AS DATA PROCESSOR)

FIRST. – PURPOSE OF THE ASSIGNMENT: The DATA CONTROLLER empowers the DATA PROCESSOR to process the personal data necessary to provide the service noted in the first section of the OUTLINE and the terms and conditions under which the processing may be performed are set.

SECOND. – PROCESSING PERSONAL DATA: The purpose of assigning processing, category of data affected, user category, processing operations, legitimation, security measures adopted and other necessary provisions for the suitable assignment of processing personal data to those who access, by virtue of this contract, on behalf of the DATA PROCESSOR are specifically detailed in the addendum to this ANNEX, under the title "VALIDATION OF THE DATA PROCESSOR".

THIRD. – OBLIGATIONS OF THE DATA PROCESSOR: The data processor and all their personnel are obliged to:

1. Only use the personal data to which they have access for the purpose of this work. These data may not be used for personal reasons or any purpose other than those established in the contract.

2. Processing the data per the instructions from the data controller. Should the data processor feel that any of the instructions breaks the law on this matter, they shall immediately inform the controller.

3. Not informing, disclosing or ceding data to third parties, except those who have express authorisation from the data controller, under the legally permissible cases.

4. Maintain the duty of secrecy for the personal data to which they have had access under the present assignment, even after the contract has been terminated.

5. Ensure in writing that the people authorised to process personal data are expressly committed to respecting confidentiality and fulfilling the corresponding security measures (about which they must be duly informed).

6. Make all documents supporting compliance with the objective established in the preceding section available to the controller.

7. Guarantee all necessary training in personal data protection for those people authorised to process personal data.

8. The processor should help the data controller in responding to users exercising their rights:

   a) Access, rectification, suppression and opposition.

   b) Processing limitations.

   c) Data portability.

   d) Unless subject to customised automated decisions (including profile creation).

In these cases, the data processor shall immediately inform the controller by email, which shall at no time be delayed beyond 3 working days after receiving the request, together (where applicable) with other information that may prove relevant to decide on the request.

The controller is the person who must provide the right to information when gathering data. In other words, the client or professional who conveys the personal data of a third party to NeuronUP must properly inform and respond to said party regarding this obligation under the GDPR.

9. Have a written record of processing activities that contain all the sections detailed in the GDPR.

10. Notification of data security breaches: The PROVIDER will inform the DATA CONTROLLER as soon as possible of any breaches of security of which they are aware vis-à-vis personal data under their charge, together with all relevant information to document and report the incident to the Oversight Bodies.

Such notification shall not be necessary should it prove unlikely that this constitutes a risk to the rights and freedoms of any physical persons.

Notification of a breach in security will follow a procedure designed for this purpose by the current legislation on the matter and shall contain, at the very least, the information detailed therein.

11. Provide support to the data controller on impact assessment on data protection and the undertaking of prior consultations with the oversight body, where necessary. Make all necessary information available to the controller to show this party has met their obligations, as well as for the audits or inspections to be pursued by the controller or auditor authorised by the controller or other authorised auditor, without undermining any NeuronUP business secrets.

12. Subcontracting: The processor is not authorised to subcontract any of the provisions that comprise the objective of this contract which entail processing personal data, save those auxiliary services necessary for normal working operations pursued by the processor.

Should it prove necessary to subcontract any processing other than that noted above, the controller must be informed in writing some 30 days prior to the fact. This must detail the processing to be subcontracted and clearly and unequivocally identify the subcontractor and their contact information. Should the controller not oppose the situation within the established timeframe, the subcontracting may proceed.

The subcontractor shall also have the status of data processor and, as such, is obliged to meet the obligations established in this document for a data processor and the instructions given by the controller.

The initial processor is responsible for regulating the new relationship so the new processor is bound under the same conditions (instructions, obligations, security measures, etc.) and has the same formal requirements in terms of the suitable treatment of personal data and guaranteeing the rights of the persons affected.

Should there be non-compliance on the part of the new processor, then the initial processor will be fully accountable to the controller in the matter of meeting obligations.

13. International data transfers: specific details are given in the addendum.

14. Deploy the security measures or mechanisms to ensure permanent confidentiality, integrity, availability and resilience of the processing systems and services; restore availability and access to personal data speedily should there be a physical or technical incident; regularly verify, evaluate and assess the efficiency of the technical and organisational measures deployed to ensure processing security. The measures adopted are given in the addendum.

FOURTH. - OBLIGATIONS OF THE DATA CONTROLLER: The data controller should:

a) Produce the legal clause to meet with the duty to inform the affected party and gain their consent for data processing.

b) Ensure compliance with the RGDP and this contract both before and during processing.

ADDENDUM.- VALIDATION OF THE DATA PROCESSOR

Data Controller: The client in this contract.

Data Processor: NEURONUP SL, with TIN number B26479725 and based at Calle Piqueras nº 31, 5th floor, 26006, Logroño, La Rioja

Contact the Data Protection Delegate at lopd@neuronup.com or on 941 287238

Purpose of the Processing: Comprises managing the "NeuronUP" computer application, its maintenance and continuous improvement to the usability of the platform; ongoing research and development projects, trending bar charts and use of AI are all undertaken.

Legal Basis for the Processing: Deployment of the contract, legitimate interest of the processor and consent from the interested party, albeit in these cases responsibility for offering information to the user and obtaining their consent lies with the data controller.

Categories of interested parties: Interested parties affected by data processing: Patients and Users, Professional Employees and the client's Legal Representatives.

Processing performed on the personal data collected: Registration, Organisation and structuring, storage, retention and use.

How the Information is Provided: via the NeuronUP website or application.

Data processed by the Processor: To deploy the provisions arising from fulfilling the objective of the work, highlight the data the Data Controller may make available to the Data Processor.

Regarding users (Patients):

The application offers the possibility of coding user data, and depending on whether or not the manager makes use of this option, the display of patient data is different, as described below:

Display with code:

Required fields:

- Code.

Optional fields:

- Sex, Native language, Date of Birth, Country of residence, Education, dominant hand.

- Diagnosis

Display without code:

Required fields:

Identifiers: Name & Surname.

Optional fields:

Identifiers: TIN/DNI, Postal Address, Photographs, Telephone Number, Country of residence

Highly protected: Health, Clinical history: diagnoses, patient history, notes, tests, evaluations, treatments, etc.

Personal: Marital Status, Family Information, Date and Place of Birth, Age and Sex, native language, dominant hand.

Social circumstances: Family situation, interests and lifestyles.

Academic and professional: Education and Work history.

Contact persons: legal guardian, representative: Name and surname, email, phone number...

Other: Any other data entered by the professional.

Any display, with or without code:

- Login: to be able to use NeuronUP2GO.

Regarding users (Professionals):

  ✓ **Identifiers:** Name/Surname, Telephone Number, Job, Photograph, Login and email

Data retention period: The data are retained for the period of the contract plus one year. Once anonymized, data that are used for platform research and improvement are retained indefinitely unless the client eliminates them from the application prior to the end of the contract. Once this contract finishes, the data controller must eliminate all information stored herein. If the data controller does not eliminate it, the data processor will retain the information for a year for the reasons detailed in article 5.8 of the service contract.

International Data Transfers: To assist with the management of its platform, NeuronUP uses services from providers that are located outside the European Economic Area and considered international transfers; this means that the laws of these countries may differ from the European ones regarding the recognition of rights

or the existence of a control authority that manages or takes responsibility in this matter.

The list of third party suppliers can be consulted at https://neuronup.us/privacy-policy/#cessions.

The basis of legitimacy to make these transfers is the consent of the customer embodied in the contract, by accepting the privacy policy, which indicates the suppliers and how to consult their policies. Any news specific to this matter will be published by NeuronUP at https://neuronup.us/privacy-policy/#PRIVACY-POLICY

<u>Subcontracting</u>: The Data Processor will not subcontract the work to any third-party organisations.

<u>Data cession / disclosure by the Data Processor</u>: The Data Processor will cede data to the party providing service storage operations after checking their security measures.

<u>Security Measures</u>: The Data Processor shall adopt the security measures (technical and organisational) noted for the data being processed:

✓ Processing activities record.

✓ Appointment of a Data Protection Delegate.

✓ Risk analysis and management for data protection.

✓ Data protection reports by design and by default.

✓ Impact assessment.

✓ Available policies on data protection.

✓ A password must be used to access the data for which a password policy is created.

✓ Review and updating of these policies.

✓ Profiling of users with distinct degrees of privilege for each purpose.

   o Management of changes, registrations and deregistrations. Regular updates to logic access credentials. User profiles are defined by setting different degrees of privilege for each data processing purpose based on the work undertaken by each user. These include administration idents to install and configure the systems.

- ✓ Definition of personnel functions and obligations.

- ✓ Training and building awareness among users and personnel.

- ✓ Procedures for notification and reporting of data security breaches.

- ✓ Procedures for user rights services.

- ✓ Logic access controls.

- ✓ Procedures to make back-up and recovery copies.

- ✓ Verify things are operating properly and application of copy procedures.

- ✓ Anti-virus to protect against malware.

- ✓ Equipment maintenance and software update management.

- ✓ Restrictions on software installation: authorised personnel only.

- ✓ Encrypted transmission via public or wireless communications.

- ✓ Safe connection to communication networks.

- ✓ Responsible selection of services contracted through the cloud.

- ✓ Incident recording and management.

- ✓ Equipment inventory.

- ✓ Third-party management (contracts, service level agreements, etc.).

ANNEX III: PRICES AND RESOURCES INCLUDED IN EACH PLAN

Prices are published on the NeuronUP website.

https://neuronup.us/pricing/

These prices do not include the corresponding VAT.

The following currencies are accepted according to the country of invoicing.

- **SPAIN & EUROPE.** Prices are reflected in Euros (EUR).

- **UNITED KINGDOM.** Prices are reflected in British Pounds (GBP).

- **MEXICO.** Prices are reflected in Mexican pesos (MXN).

- **BRAZIL.** Prices are reflected in Brazilian reals (BRL).

- **INDIA.** Prices are reflected in Indian rupee (INR).

- **AUSTRALIA.** Prices are reflected in Australian dollars (AUD).

- COUNTRIES OUTSIDE THE EUROPEAN UNION (EXCEPT BRAZIL, MEXICO, UNITED KINGDOM, INDIA and AUSTRALIA). Prices are reflected in US dollars (USD).

RECURRENT SUBSCRIPTIONS

Kids digital

- ✓ Access to digital material for children for various intervention areas. The material is divided into digital sheets, generators and games.

- ✓ Free professional included.

- ✓ Access to patient manager.

- ✓ Chance to plan work sessions and structure intervention programmes.

- ✓ Access to extra resources.

- ✓ Online and phone support.

- ✓ Access to content updates.

✓ Access to Online training given by NeuronUP.

✓ Access to NeuronUP Academy.

Adults digital

✓ Access to digital material for adults for various intervention areas. The material is divided into digital sheets, generators and games.

✓ Free professional included.

✓ Access to user manager.

✓ Chance to plan work sessions and structure intervention programmes.

✓ Access to extra resources.

✓ Online and phone support.

✓ Access to content updates.

✓ Access to Online training given by NeuronUP.

✓ Access to NeuronUP Academy.

Adults + Kids digital

✓ Access to digital material for both adults and children for various intervention areas. The material is divided into digital sheets, generators and games.

✓ Free professional included.

✓ Access to user manager.

✓ Chance to plan work sessions and structure intervention programmes.

✓ Access to extra resources.

✓ Online and phone support.

✓ Access to content updates.

✓ Access to Online training given by NeuronUP.

✓ Access to NeuronUP Academy.

Academy

✓ Access to the NeuronUP multidisciplinary training academy in neurorehabilitation.

✓ Free professional included.

✓ Product at no additional cost included with the digital plans.

Extra professional

✓ Creation of additional professionals.

✓ Price for each additional professional.

✓

ONE-TIME PAYMENTS

Kids paper

✓ Access to hardcopy material for children for various intervention areas. The material is divided into printable sheets and printable generators.

✓ Free professional included.

✓ Online and phone support.

✓ Access to content updates.

✓ Access to Online training given by NeuronUP.

✓ Daily print limit.

No paper material is currently available for purchase in France, Brazil or Portugal. The material is in the process of being created.

Adults paper

- ✓ Access to hardcopy material for adults for various intervention areas. The material is divided into printable sheets and printable generators.

- ✓ Free professional included.

- ✓ Online and phone support.

- ✓ Access to content updates.

- ✓ Access to Online training given by NeuronUP.

- ✓ Daily print limit.

No paper material is currently available for purchase in France, Brazil or Portugal. The material is in the process of being created.

Adults + Kids paper

- ✓ Access to hardcopy material for both adults and children for various intervention areas. The material is divided into printable sheets and printable generators.

- ✓ Free professional included.

- ✓ Online and phone support.

- ✓ Access to content updates.

- ✓ Access to Online training given by NeuronUP.

- ✓ Daily print limit.

No paper material is currently available for purchase in France, Brazil or Portugal. The material is in the process of being created.

NeuronUP2GO

- ✓ Access to work remotely with selected users/patients.

- ✓ The cost is per user per month.