

CONTRACTUAL TERMS AND CONDITIONS regarding the Data Storage Web Health History ("WHH") Service called LifepassportPRO provided by Meshpass SA

Updated: 20 Jun 2018 (substitutes previous versions)

Should the professional user, Meshpass's counterparty under this Contract, reside in a country where class action lawsuits are regulated and in force, clause 13, which contains a binding arbitration clause and class action waiver, shall apply. This clause concerns the professional user's rights relating to the resolution of any disputes with Meshpass. We recommend that the professional user reads it carefully.

Ownership of the Site and Copyright:

These Terms and Conditions of Use ("Terms of Use") apply to a platform called LifepassportPRO, accessible via the Lifepassport website (hereinafter also referred to as "Lifepassport"), located at the following IP address: www.lifepassport.org and all associated and linked sites, its subsidiaries and affiliates, including sites around the world (collectively, the "Website"). The LifepassportPRO Service and Website is owned by Meshpass SA with registered office in Switzerland (hereinafter also "Meshpass").

Meshpass reserves the right, at its sole discretion, to amend, modify, add, or remove portions of these Terms of Use at any time. It is the professional user's responsibility to check these Terms of Use periodically for any changes.

All the texts, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer codes (collectively, the "Content") are owned by Meshpass.

The Website is owned and controlled by Meshpass which grants the use of the LifepassportPRO health network, protected by trade agreements, copyright, trademarks, and various other intellectual property rights, as well as protection from unfair competition. Except as expressly provided for in these Terms of Use, no part of the Website and no content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, sent or distributed in any manner (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without the prior written consent of Meshpass.

The professional user may use the information on Lifepassport products and services (such as medical records, manuals and similar materials) purposely made available by Meshpass for downloading or printing from the Website, provided such information is only used for the professional user's personal, non-commercial purposes and that the professional user does not copy or post such information on any networked computer or disseminate it via any media.

1. Subject of the Contract

This Contract is agreed between the professional user and Meshpass SA for using the LifepassportPRO account (the "Service"). Use of or access to the Service is tantamount to acceptance of these conditions. If the professional user does not wish to accept them, then this Service must not be used. Professional user means the entity, the organisation, society or professional working in the healthcare sector.

This contract is for the supply of a service called LifepassportPRO consisting in the provision, by Meshpass, to professional users (health care workers), of an IT platform with which they can interact with their associates (patients). The service is specifically designed and created by Meshpass to allow patients to share their health data with professional users.

Via LifepassportPRO, professional users can intervene (by entering or editing data) on the digital medical records - Web Health History ("W.H.H.") - of their patients. The W.H.H. is personal to the patient who is the sole owner and responsible for all records it contains.

The health data of patients is stored on servers located in Switzerland, and therefore the Lifepassport service is provided from Switzerland via the internet.

The European Commission has established, on the basis of Article 45 of Regulation EU 2016/670, that the level of protection offered by **SWITZERLAND** is adequate, and therefore it is possible to transfer personal data to this country.

All data entered into the WHH are kept in Switzerland on servers located there. The data shall only be accessible by the data controller or its delegates in possession of the appropriate authorisation codes, in compliance with the relevant privacy code.

Meshpass provides no warranties regarding the Service. This Contract also limits the liability of Meshpass towards users.

2. Technical Conditions for Connection

The programs and devices that connect to Lifepassport are provided by third parties. Meshpass does not manage, control or provide information, products or services that have not been clearly identified as being provided by Meshpass. The use of such programs and devices covers only the professional user and third parties and is governed by the terms of use and privacy policies of these specific programs. The conditions of the programs do not apply to the Service or the legal relationship between the professional user and Meshpass. Nothing specified in the conditions of third parties exposes Meshpass to further liability or changes the relationship that ties it to the professional user. Some programs may not be available for all Meshpass professional users. The professional user shall review the terms and privacy policies provided by third-party programs. Note that these conditions govern the manner in which the personal information of the professional user is shared by the third-party program in question.

3. Use of the Service

The Service is designed to allow professional users to create a health care network with their patients and access their digital "Lifepassport" (W.H.H.) medical records on the basis of permissions granted by the patients.

Professional users acknowledge that when information and documents are entered in the medical records of their associates (patients), they become the exclusive property of the latter. It is the patients who decide how, when and for how long the professional user may access their medical records and search the data

they contain. If a patient decides to stop using a professional user the latter shall lose the ability to access the data and reports contained in said patient's medical records.

Also for the purposes of the Privacy code, the health data, even if it has been entered or maintained by a health professional, are the exclusive property of the user (patient) who is the only party concerned by its processing.

The professional user may start using the Service as soon as the activation process is completed.

Meshpass has the right to deny registration of an account for reasons related to the location of the professional user or for other reasons. The professional user shall not attempt to circumvent these limitations of the Service. Some of the Service's functionalities are not available in certain languages or locations.

The use of the service is subject to limitations with regard to the size of the files to be uploaded and the disk space made available in the patient's medical records for storage purposes.

In order to help Meshpass maintain a healthy and pleasant environment, professional users are invited to report any illegal or inappropriate conduct to the following e-mail address: legal@lifepassport.org.

4. Renewal of the Service and Fees

The LifepassportPRO Service that Meshpass provides to the professional user has a duration of 365 days from the activation date, after which - unless it is automatically renewed - the Contract ceases. Renewal of the Service is possible by signing a new contract and paying the annual fee for the following yearly period. The LifepassportPRO Service is provided by Meshpass for the professional user in consideration of an annual fee. The payment of the fee is essential to be able to use the LifepassportPRO Service. When the subscription is about to run out, Meshpass alerts the professional user that the Service is about to expire, if the professional user does not activate the Service promptly, it ceases, and this shall result in the deletion of the LifepassportPRO account.

The LifepassportPRO Service is not renewed automatically from year-to-year unless the client does not flag the express option during activation or renewal of the Service.

Meshpass is interested in but has no obligation to notify the professional user of the Contract's expiration. The LifepassportPRO Service may be customised based on ancillary services required by the professional user. The use of LifepassportPRO by the professional user corresponds to acceptance of the fees for the use of the same. The fees shall be increased according to changes in taxes and charges required by law.

Meshpass may periodically change the rates and current expenses, or add new fees or charges, provided they are notified by email.

If the professional user wishes to renew the Service he/she may, alternatively:

- a. Access the Website's section reserved for payment/renewal and pay using a means of payment that the system accepts;
- b. Buy a prepaid code with which the Service is renewed on-line without using a credit card.

Option b) is subject to a request made by the professional user to the distributor of the relevant LifepassportPRO Service.

Failure to pay within the terms provided for in this Contract shall result in the automatic termination of this Contract and the cancellation of the user's account.

If the professional user opts for the automatic renewal of the Service, payment may only be made with a valid credit card. The professional user shall be responsible for ensuring the validity of his/her credit card. In fact, if the professional user's credit card expires or is revoked and the same does not pay in time, this may result in the automatic termination of the Contract for default by the professional user, with the cancellation of the LifepassportPRO account.

5. Account Delegates

The professional user is only authorised to use the credentials of his/her own account. The professional user must keep the credentials confidential and not allow others to access or use the Service on his/her behalf. The professional user shall immediately contact Technical Support if he/she suspects misuse of the account or a security breach in relation to the Service. The professional user is responsible for all activities conducted via the Service account.

Meshpass does not intervene in the relationship between users and health professionals who use LifepassportPRO and is therefore not responsible for the processing of data and information by LifepassportPRO users. Users are aware that by authorising health professional to access their data via LifepassportPRO they authorise the processing and the status of data controller.

6. Web Only Services

In order to access the Service through a mobile data connection on a mobile device, the professional user must have a package to access data from his/her mobile provider. In order to access the Service via Wi-Fi or via an Internet connection, the professional user must have a compatible device, browser and Internet access. The professional user should contact his/her provider to know the applicable costs. The professional user is solely responsible for the fees or costs incurred to access the Service via a wireless or other communication service.

7. Content and Sharing of User Records

Meshpass does not control, check or endorse the content that professional users and others delegated by the same make available via the Service.

It is the user who authorises and controls who can access the content, as well as any co-managers and their delegates.

If a patient shares the contents of his/her records with a person or entity, he/she also accepts that they can use them. When a patient grants access to the content to others via the Service, they can use, reproduce, distribute, display, transmit and communicate the content to the public. The patient may authorise or revoke access to display his/her health data to the professional user and/or make these changes under his/her own

responsibility. The relationship between the professional user and their associated (patient) in access to your WHH not up to Meshpass which remains the only entity that provides the platform for sharing of health information.

Meshpass may block the professional user's access to the Service at any time in the event of breach of this Contract.

In the event of cancellation of the Service, Meshpass shall permanently stop the professional user's access to the LifepassportPRO platform. The professional user shall not have any right to request data or information regarding his/her patients from Meshpass.

The Service has been designed to record the personal health data of patients. It is not intended to contain records for health care professionals or for other medical purposes or patient management. If a health care professional wishes to keep copies of his/her patient's healthcare data he/she must enter the data on his/her own system, after obtaining the consent of the patients in question.

8. Amendments to the Contract

Meshpass may amend this Contract and notify the professional user of the same through the publication of new conditions. If the professional user does not wish to accept the changes, the same must cancel the Service and stop using it. The new conditions are deemed accepted if the professional user does not stop using the Service.

9. Warranty exclusions

Meshpass provides the Service on an "as is" basis, "with the possible faults" and "as available". The professional user accepts all risks related to the quality and performance of the Service and software. Meshpass does not warrant the accuracy or timeliness of the information available via the Service. The professional user acknowledges that computers and telecommunication systems are not fault-proof and that occasionally the professional user may experience the unavailability of the Service. Meshpass does not warrant that the Service shall be uninterrupted, timely, secure or error-free and that there will be no loss of data. Meshpass, its subsidiaries and its suppliers do not grant express warranties or conditions. Meshpass excludes any express warranties, including merchantability warranties, satisfactory quality, fitness for a particular purpose, workmanlike effort and non-infringement of third party rights. Local law may grant the professional user certain rights. Nothing stated in this agreement is intended to affect those rights, where the same are applicable.

Third-party programs and devices that connect to Lifepassport are neither approved nor warranted by Meshpass. Product descriptions belong to the respective manufacturers and are for information purposes only. This Website does not provide medical advice or care, or diagnosis or treatment.

10. Disclaimer

The professional user agrees not to take any action that impose an unreasonable or disproportionately large load on the infrastructure of the Website or Meshpass systems or networks, or any systems or networks connected to the Meshpass Website.

Unless it is a requirement imposed by the law, in no event shall Meshpass be held liable for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits or lost data, even if Meshpass has been advised of the possibility of such damages. If, notwithstanding the other provisions of these Terms of Use, Meshpass is found to be liable for any loss or damage arising from or in any way related to the use of the Website or any content, the liability of Meshpass may not in any case exceed the subscription price paid by the professional user to use Lifepassport in the six months preceding the date of an initial claim made against Meshpass. Some legal systems do not allow limitations of liability, so the above limitation may not always be applicable.

The professional user agrees to indemnify and hold its officers, directors, shareholders, predecessors and successors, employees, agents, subsidiaries and affiliates, harmless from any complaints, loss, liability, claims or expenses (including legal fees), made against Meshpass by third parties due to or arising out of or in connection with the use of the Website.

Should the professional user have reasonable grounds to ask Meshpass or its affiliates or suppliers for damages, he/she shall only be entitled to direct damages of up to CHF 100.00. The professional user has no right to obtain compensation for any other damages, including consequential, special, indirect, incidental, punitive damages or those related to loss of profits or data.

The limitations and exclusions apply to any aspect that relates to this Contract, such as loss of data, contents, programs or conduct by third parties; viruses that can affect use of the Service, incompatibility between the Service and other services, software or hardware; delays or failures suffered by the professional user in starting or completing transmissions and claims for breach of contract, warranties or conditions, consumer protection, fraud, unfair competition, strict liability, negligence, misrepresentation, omission, abuse or other unlawful conduct, violation of laws or regulations or unjust enrichment, to the extent permitted by applicable law.

The limitations and exclusions apply even if this remedy does not fully compensate the professional user for losses or is not in line with the essential purpose, and even if Meshpass was aware, or should have been aware, of the possibility of such damages.

Some or all of these limitations or exclusions may not apply to the professional user if the State, province or country of residence does not allow the exclusion or limitation of liability for incidental, consequential or other damages.

11. Changes to the Service and Cancellation

Meshpass continually strives to improve the Service and may make changes at any time. Moreover, Meshpass may stop the provision of certain parts of the Service for specific reasons, including, for example, because its provision is no longer feasible, the technology has evolved, comments and recommendations from customers indicate changes are necessary, or external problems make it imprudent or impractical to

continue the Service. In case of cancellation of the Service, the professional user's right to use it immediately cease. Meshpass shall have no obligation to return the data entered into the LifepassportPRO system to the professional user. The possibility for the professional user to access and use certain third-party programs may also cease immediately.

The professional user may cancel the Service at any time for any reason. Clauses 9 to 14 and the other clauses, which according to what is stated in the conditions contained there in shall continue to apply after the termination of this Contract, shall remain in full force even after its termination.

12. General Legal Provisions

12.1 Interpretation of the Contract

All the clauses of this Contract apply to the maximum extent permitted by applicable law. If a court or arbitrator decides that Meshpass is not entitled to apply part of this Contract in accordance with its current formulation, Meshpass and the professional user shall replace the conditions in question with similar clauses to the extent permitted by applicable law, but the rest of the Contract shall not change. Sub-clause 13.10 illustrates what happens if parts of Clause 13 (arbitration or class action waiver) are found to be illegal or ineffective. If there are inconsistencies, sub-clause 13.10 shall prevail over this clause. This Contract constitutes the entire agreement between the professional user and Meshpass in relation to the Service and supersedes any prior agreements or oral or written statements regarding use of the Service by the professional user. The use or payment of other Meshpass services by the professional user may be governed by additional conditions. The headings of the clauses have been inserted for convenience only and do not limit the conditions of this Contract.

12.2 Termination

Meshpass may assign, transfer or otherwise dispose of its rights and contractual obligations, in whole or in part, at any time without prior notice to the professional user. The professional user may not assign this Contract or transfer any rights to use the Service.

12.3 Absence of Third-Party Beneficiaries

This Contract is solely for the benefit of the professional user and Meshpass. It is not for the benefit of others, except Meshpass successors or assignees.

12.4 Software for the Service

Access to data shall expire upon termination of the Service and Meshpass shall have the right to disable it. The professional user must not get around any technical limitations in the software, and must not disassemble the software products included in the Service.

The software is subject to Swiss laws and regulations. The professional user is required to comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end professional users and end use.

12.5 Communications

Technical communications to Meshpass must be sent by email to: support@lifepassport.org. Confidential communications to Meshpass must be sent by email to: privacy@lifepassport.org. Legal notices to Meshpass must be sent by email to: legal@lifepassport.org. General communications to Meshpass must be sent by email to: info@lifepassport.org. Recommendation communications to Meshpass must be sent by email to: feedback@lifepassport.org. Editorial communications to Meshpass must be sent by email to: newsletter@lifepassport.org.

Meshpass may send the professional user information, in an electronic format, about the data storage service, health information, medical information and additional information that is required to be provided by law. The professional user consents to Meshpass providing the necessary information by e-mail at the address specified by the professional user when registering, or by accessing the Lifepassport website designated by the latter. Notices provided to the professional user via e-mail shall be deemed given and received at the time the messages are sent. If the professional user does not give his/her consent to receive notices electronically, the same must stop using the Service.

13. Binding Arbitration and Class Action Waiver

Wherever the professional user resides, this clause is applicable to all disputes. The term "dispute" means any claim, action or other disputes between the professional user and Meshpass regarding the Service or software (including the price) or in relation to this Contract, in regard to contractual liability, extra-contractual liability, common law or statutory liability or for other legal or equitable reasons. The term "dispute" shall be interpreted as broadly as possible in accordance with the law.

13.1 Disputes Notification

In the event of a dispute, the professional user or Meshpass shall provide the other party (for Meshpass via an appropriate dedicated e-mail as mentioned in sub-clause 12.5) with dispute notification, or a written statement that contains the sender's name, address and contact information, the reasons for the dispute and the remedy sought. Meshpass shall send any dispute notices to the professional user via e-mail. The professional user and Meshpass shall attempt to resolve any disputes through informal negotiations within 90 days of the date a dispute notification is sent. After 90 days, the professional user and Meshpass may initiate arbitration proceedings.

13.2 Minor Causes Court

The professional user may bring actions for any disputes to a minor causes court where the dispute meets the requirements to be heard in such a court. A case may be brought before a minor causes court regardless of whether the professional user has previously participated in informal negotiations. The court of Lugano shall have exclusive jurisdiction over disputes.

13.3 Binding Arbitration

If the professional user and Meshpass fail to resolve a dispute through informal negotiations or in a minor causes court, any further attempt to resolve the dispute shall be made exclusively by binding arbitration. The professional user waives the right to bring disputes before a court (or to participate in a class action). Instead, all disputes shall be resolved before a neutral arbitrator, whose decision shall be final, except for a

limited right of appeal to the ordinary courts. The award of the arbitrator may be enforced by any court with jurisdiction over the parties.

13.4 Class Action Waiver

All proceedings aimed at resolving or debating disputes in any jurisdiction shall be conducted only on an individual basis. Neither the professional user nor Meshpass shall propose a class action or other proceedings in which one party acts or proposes to act as representative. It shall not be possible to bring together a number of arbitration proceedings without the prior written consent of all parties involved in arbitration or in the proceedings in question.

13.5 Arbitration Procedure

Any arbitration shall be conducted according to the Swiss Rules of International Arbitration sponsored by the Swiss Chambers of Commerce. If the professional user is a natural person and uses the Service for personal or domestic use, or where the amount in dispute is less than or equal to CHF 75,000.00, regardless of whether or not the professional user is a natural person or the use made of the services, the Supplementary Procedures for disputes relating to consumers shall also apply. For more information, visit the Website www.swissarbitration.org. The professional user agrees to start arbitration proceedings exclusively at the Lugano Chamber of Commerce which has territorial jurisdiction over the area in which the registered office of Meshpass is located. Meshpass agrees to start arbitration proceedings only in its State of residence. In case of disputes with a value equal to or less than CHF 10,000, the hearing shall take place via e-mail unless, according to the arbitrator, there is no valid reason to hold a hearing in person. The arbitrator shall grant the professional user the same individual damages that a court could grant. The arbitrator may issue declaratory or injunctive measures which refer exclusively to the professional user as an individual and intended only to the extent necessary to accommodate the professional user's individual claim.

13.6 Arbitration costs and Incentives

If the professional user declines the last written settlement offer made by Meshpass before the appointment of an arbitrator ("Last written offer from Meshpass"), the professional user's dispute shall complete the entire process until a decision is made by the arbitrator (the so-called "award"), and should the arbitrator grant the professional user a higher sum than that proposed in the last written offer from Meshpass, the latter may propose three incentives to the professional user: (i) to pay the highest sum between the one indicated in the award and CHF 1,000; (ii) to pay double the legal costs reasonably incurred by the professional user, and (iii) repay any expenses (including the fees and expenses of any expert witnesses) that the professional user's lawyer has reasonably incurred to study, prepare and submit the professional user's claim by way of arbitration. The arbitrator shall determine the amount of the fees, costs and expenses, unless the professional user and Meshpass reach agreement on the amount.

13.7 Obligation to Register Claims within Six Months in the event of Disputes

To the extent permitted by law, any claim or dispute relating to this Contract or the Service must be filed within six months with a minor causes court (sub-clause 13.2), for arbitration (sub-clause 13.3) or with an ordinary court, where sub-clause 13.9 allows the dispute to be brought before a court rather than an arbitrator. The period of six months commences from when the complaint or dispute notification have been filed. If claims or disputes are not proposed within six months, their submission shall be definitely precluded.

13.8 Refusal of future arbitration changes

The professional user has the right to refuse any amendments made by Meshpass to clause 13 (except for changes to the addresses) by sending Meshpass written notice by mail within 30 days of the amendment, to the address specified in sub-clause 13.1. In such a case, the latest version of clause 13 prior to the amendment rejected by the professional user shall be applicable.

13.9 Validity of the Contractual Provisions

If the class action waiver set forth in sub-clause 13.4. is held, in whole or in part, to be illegal or unenforceable in proceedings, clause 13 shall not apply to these parts. The parts in question, however, shall be withdrawn from the dispute and decided in a court, while the remaining parts shall continue to be subject to arbitration. If any provision of clause 13 is deemed illegal or unenforceable, said provision shall be severed from the rest of clause 13, which shall otherwise remain in full force.

14. Contracting party, applicable law and jurisdiction for the settlement of disputes

Without prejudice to the provisions of this clause set out below, it is hereby agreed that all matters relating to the professional user's access or use of the Website, including all disputes, shall be governed exclusively by the laws of the Swiss Confederation and the laws of the Canton Ticino, regardless of the principles governing the conflict of laws. The professional user agrees to the exclusive jurisdiction of the Canton of Ticino's (Switzerland) State and Federal Courts, and waives any objections to such jurisdiction or location. In the event of a dispute with Meshpass or arising out of or in connection with the use of the Website, the Parties shall try to resolve the dispute promptly and in good faith. If it is possible to resolve the dispute within a reasonable time - not more than thirty (30) days - each party may submit the claim or dispute to mediation. If the dispute cannot be resolved through mediation, the parties shall be free to pursue any right or remedy available to them under applicable law.

If any provision of these Terms of Use are held by a court or other tribunal with jurisdiction to be invalid or unenforceable, such provisions shall be eliminated or limited to the minimum extent necessary and replaced with valid provisions that best embody the intent of these Terms of Use, so that these Terms shall remain in full force. These Terms of Use constitute the entire agreement between the professional user and Meshpass regarding use of the Website and any other written or oral agreements or understandings previously existing between the professional user and Meshpass are considered outdated and cancelled.

14.1 If the professional user is resident in Switzerland, the contracting company shall be Meshpass SA at the Swiss headquarters registered in the commercial register of the Canton of Ticino. The interpretation of this Contract, claims concerning breaches and any other claims (including consumer protection, unfair competition and tort) shall be governed exclusively by the laws of the State in which Meshpass is located, regardless of the principles governing the conflict of laws. The professional user and Meshpass irrevocably consent to the exclusive jurisdiction of the national or Federal Courts of the Canton of Ticino, Switzerland, for all disputes arising out of or relating to this Contract, the Service or the software.

14.2 If the professional user is resident in Europe, the contracting company shall be Meshpass SA at the Swiss headquarters registered in the commercial register of the Canton of Ticino. This agreement shall be construed exclusively in accordance with the laws of Switzerland, which shall apply to complaints

relating to breaches of contract, regardless of the principles governing the conflict of laws. All other claims, including those arising from the violation of laws for the protection of consumers, governing unfair competition or in the event of torts, shall be subject solely to the laws in force in Switzerland. The professional user and Meshpass agree that Switzerland shall be the only country whose courts have jurisdiction over disputes arising out of or related to this Contract.

15. Copyright and Trademarks

Notification regarding alleged copyright infringement shall be sent to Meshpass. Meshpass and/or its suppliers are copyright protected in regard to all the content of the Service. All rights are reserved. Meshpass owns the title, copyright and other intellectual property rights in relation to the services and content. The names of companies and products may be trademarks of their respective owners. The names of companies, organisations, products, domains, people and places, as well as e-mail addresses, logos and events used in examples, are transparent. There are no, and nor should they be implied, links to Meshpass account holders, organisations, products, domain names, email addresses, logos, people, places, or events. Any rights not expressly granted herein are reserved. Some software products used on certain servers of Meshpass websites are based in part on the work of the host software.

16. Related documents and language

16.1 This Contract is also composed of the "Privacy Code", "Code of Conduct" and "Use of Cookies" contained in separate documents but which are an integral part of the same. The parties are aware that should this Contract be drafted in other languages, the version that shall prevail shall be exclusively the one in Italian.

16.2 The registered office of Meshpass SA is in Switzerland, Corso Elvezia 13, IDI N.CHE-318.333.508.

Meshpass Sa