TERMS AND CONDITIONS OF THE HEMONITOR APP

FOR THE PATIENT

("Terms and Conditions")

1.   PRELIMINARY PROVISIONS

1.1   These Terms and Conditions govern the rights and obligations of the user ("User") of the mobile application Hemonitor ("**Application**" or "**App**") provided by Roche Jordan, address Al-Swefieh 19, Mahmoud Almousa Ubaydat St. P.O. Box 294, 11118 Amman, Jordan (the "**Provider**") in the Application´s use.

The User can be either:

(a) an adult patient (18 years and above)

(b) a minor patient between the ages of 7 and 17 years (inclusive) whose legal guardian (hereinafter: "**Parent**") has consented to the acceptance of the Terms and Conditions and use of the App is under the supervision of the Parent; or

(c) a parent of a minor patient who uses the App in connection with their minor patient child (for children under the age of 7, the Parent must be the User; for children between the ages of 7 and 17, both (b) and (c) may apply).

1.2   These Terms and Conditions are available to the User in text format in the App and on the Provider's website at http://hemonitor-jordan.com/

2.   PURPOSE OF THE APP

2.1   The App is intended to assist the User, primarily to facilitate the administration of Hemlibra ("**Medication**"). It is intended solely as a supplementary tool to assist the User in following a treatment plan and documenting their treatment.

2.2   The purpose of the App is to provide the User with information in relation to the Medication:

(a) a tool to store and track data related to their, or their child's treatment;

(b) access to a treatment plan developed by their, or their child's treating physician ("**Physician**"); and

(c) the ability to use other features of the App in accordance with Clause 5 of the Terms and Conditions.

2.3   The purpose of the App is not:

(a) to provide the User with information about, or treatment plans for, medicines other than the Medication; or

(b) to replace the Physician's Instructions or the information and instructions contained in the Medication´s Package Leaflet.

Other important information about the App´s Terms of Use is set out in Section 9 of the Terms.

3. BASIC PROVISIONS AND REGISTRATION OF THE USERS

3.1 Any natural person who fulfils the conditions set out in Clause 1.1 of the Terms and Conditions and who (or whose child) at the same time fulfils the other conditions, in particular in relation to the course of treatment with the Medication, the fulfilment or non-fulfilment of which shall be decided by the Physician, may become a User.

3.2 User registration in the App is as follows:

(a) the User can only apply for registration through a Physician, who has the right to assess whether the User complies with the Terms and Conditions in accordance with Clause 3.1 and to decide whether or not to recommend the use of the App in a particular case;

(b) upon initiation of the User's account registration by the Physician, the Physician will provide the User with their Application login credentials and links to download the Application;

(c) the App is only available for compatible devices running iOS or Android operating systems, and the User can download the App via the App Store or their Google Play mobile apps managed by third parties;

(d) upon successful download of the App, the User enters the login credentials provided by the Physician at their first login;

(e) the registration is complete if the User accepts the Terms and Conditions of the App at the time of their first login.

Upon completion of the registration, a contractual relationship is established between the User and the Provider in accordance with these Terms and Conditions.

3.3 Login to and use of the Application is only possible after the User's registration has been completed; otherwise, the User is not allowed to use the Application.

3.4 Upon successful completion of registration (or after the User's first login to the Application), the User will select their login password. A lost password can only be recovered by the Physician.

3.5 The Provider shall provide the Application to the User for use in the state in which it is on the date of completion of registration. The Provider reserves the right at any time, with prior notice on the App, to change and modify the functions, settings, user interface, and other parameters of the Application - which the User hereby agrees to.

4.   USER ACCOUNT

4.1   Access to the Application will be granted to the User after logging in to a user account on the Application. Each User Account can only be used by one User.

4.2   The security of the User Account is ensured by, among other things, unique login credentials (username and password). The use of unique login credentials is the sole responsibility of the User. It is the User's responsibility to keep their login credentials secret and secure and to take appropriate steps to maintain the security and confidentiality of them (including not using easily guessable passwords and changing passwords regularly). The User undertakes not to disclose the User Login Credentials to third parties and not to allow third parties to obtain them. In the event of disclosure, theft, or misuse of login credentials, the User must notify the Physician immediately who shall take appropriate steps and inform the Provider immediately.

5.   USING THE APPLICATION AND ITS FUNCTIONS

5.1   The Application can only be used in the on-line mode (the Application cannot be used in off-line mode, i.e. without the device being connected to the Internet) and if the device has been granted the appropriate permissions in the operating system. The User is obliged to:

    (a)   provide Internet access to the Device that they are using, either by connecting to a mobile network (enabling data transmission) or via a wireless network that allows data transmission;

    (b)   provide the App with appropriate permissions in the operating system of the device (to enable the App to access notifications); and

    (c)   comply with other instructions given by the Physician in connection with the installation or use of the App.

5.2   In particular, the App will show the User:

    (a) the next upcoming administration of the Medication according to the treatment plan;

    (b) any upcoming administration of the Medication in accordance with the treatment plan; and

    (c) previous administrations of the Medication in accordance with the treatment plan.

5.3   The Application allows the User to enter data on the actual administration of the Medication in the schedule (treatment plan) and other mandatory data fields. The User may indicate in the Application the administration of the Medication on any day from the day scheduled in the treatment plan until the day before the next day of administration of the Medication. The User cannot enter the administration of the Medication either retrospectively or in the future. The User cannot change the days of administration of the medicinal product scheduled in the treatment plan. Whenever a Medication administration record is not entered or is delayed, the User will be prompted to enter the actual time of administration of the Medication in the "Notes" field when registering the administration and to specify the reason for non-compliance with the prescribed treatment plan. If the User records an administration of the

Medication in the App after half of the interval between administrations has elapsed, the User will be prompted to contact the Physician to specify the time of the next administration.

5.4   In addition, the App allows the User to:

(a)   note down the symptoms (bleeding and pain) and the related details;

(b)   consult the Medication Package Leaflet;

(c)   display contact details of Physicians and medical centres (the App contains contact details of physicians and haemophilia centres in Jordan);

(d)   generate and manage treatment reports (the User can generate a treatment report via the App, which contains data of their choice for a selected period in PDF format and which they can submit to the Physician); and

(e)   notify the User of the following:

(i)   an unregistered Medication Administration (or Medication Administration Entry);

(ii) the need to complete the reason for not administering the Medication;

(iii) the imminent administration of the Medication; and

(iv) an upcoming visit to a Physician/hemophilia center.

6.   AVAILABILITY OF THE APP

6.1   The Provider is obliged to take all measures within its technical capabilities to ensure the functionality and availability of the Application. However, the Provider shall not be liable for the availability of the Application, including in particular the cases set out in Clause 7 below.

6.2   If the User discovers any problems with the Application or its availability, they are obliged to inform the Physician in an appropriate manner and as soon as possible.

7.   RESTRICTING OR DISABLING ACCESS TO, MAINTENANCE, AND MODIFICATION OF THE APPLICATION

7.1   The Provider has the right to restrict or suspend the User's access to the Application, only for such periods of time as is strictly necessary, in case of a suspected breach of the Terms or any legal or regulatory provisions, or if this is necessary in connection with requests made by public authorities.

7.2   The Provider has the right to discontinue offering or supporting the Application at any time.

7.3   The Provider shall have the right at any time to suspend or limit the provision of all or any of the services or features of the Application in order to carry out maintenance, repair, or modification (including upgrades) to the Application. The Application may not always be

available. The features of the Application may be changed during the course of maintenance, repair, or modification.

8. LIABILITY OF THE PROVIDER

8.1   When the User uses the Application, the Provider is not responsible for the services provided by third parties, such as the quality of the Internet connection, quality of the telecommunication services provided by the respective operator, etc.

8.2   The Provider shall not be liable for any inability to use the Application or for any limitation of the use of the Application if such inaccessibility is caused by failures in the data transmission network, as well as by other circumstances of a technical nature beyond the Provider's control or the resolution of which requires the cooperation of a third party.

8.3   The Provider shall not be liable for any unauthorised use of the Application (or User Account). The Provider shall only be liable for any unauthorised interference by third parties which results in such third parties gaining unauthorised access to User Accounts, Users' personal data, or the relevant database of Users or other data, and for any unauthorised use, exploitation, misuse or making available to third parties of such data, if it is in breach of any of its obligations under these Terms in which case the Provider will only be responsible to suspend the account. Otherwise, the Provider shall not be liable and shall not be obliged to compensate for any loss or damage; however, this shall not affect the application of any liability which cannot be excluded by law by contract.

8.4   The Provider shall not be liable for any loss, damage, or misuse of the Content entered by the User in the Application for any reason whatsoever (in particular, due to force majeure, acts of third parties, failure of transmission, or connectivity).

8.5   The User shall be liable for any direct or indirect consequences arising from any failure to comply with the treatment plan, the prescriptions of the Physician and the information and instructions contained in the Medication´s package leaflet , any failure to comply with the User's obligations set out in these Terms and Conditions, or any breach of the law.

9. RESPONSIBILITIES OF THE USER

9.1   The User is obliged to use the App only in accordance with these Terms and Conditions.

9.2   The User acknowledges that the App only contributes to facilitating their or their child's treatment, which may be affected by various other circumstances. The guidance provided in the App is not in the nature of professional medical advice and cannot replace prescriptions and treatment recommendations given by a Physician. It is, therefore, always the responsibility of the User to:

   (a)   follow the treatment instructions given in the App, but not those that are contrary to the instructions given by the Physician;

   (b)   follow the instructions of the Physician during the treatment;

(c)   immediately inform the Physician of any adverse reactions occurring during the use of the Medication, and, if necessary, visit the Physician regarding the adverse reaction;

(d)   not to exceed the dosage of the medicine prescribed by the Physician or deviate from any other instructions given by the Physician, notwithstanding the recommendations in the App;

(e)   read the Medication´s package leaflet before administering it;

(f)   inform the Physician of any changes that may (even potentially) affect the conduct of the treatment and the use of the Medication (e.g., weight change);

(g)   provide only true and accurate information in the App; and

(h)   use the information provided in the App only for the purpose of treating you or your child.

10.   USER LICENSE

10.1   The Provider grants to the User a license to use the Application and the related databases on the terms and conditions set out in this Clause. The license is granted free of charge, without exclusive rights, limited in time to the duration of the contractual relationship resulting from these Terms, and without territorial limitation. The license is granted to use the Application and the related databases only in the manner and for the purposes set out in these Terms and Conditions and in the intended purpose and use of the Application provided that the User complies with them.

10.2   The User undertakes not to bypass or interfere with the technical security measures of the Application, nor to disassemble, decompile or reverse engineer the Application as a computer program or use its code. The User undertakes not to use the Application in any unauthorised manner. Any interference with the technical code or content of the Application is prohibited.

11.   PROTECTION AND PROCESSING OF PERSONAL DATA

The processing of personal data relating to the User is governed by the Privacy Notice, which forms an integral part of these Terms and to which the User also agrees when logging into the Application for the first time.

12.   DURATION OF THE CONTRACTUAL RELATIONSHIP

12.1   The contractual relationship resulting from these Terms and Conditions is concluded for the duration of the treatment.

12.2   The Provider shall be entitled to terminate the contractual relationship arising from these Terms and Conditions by giving a prior notice of (30) days to the User and/or the Physician, without notice, if:

(a) the person who has applied for registration has failed to comply with the conditions for completion of the registration;

(b) the User has provided incorrect, false, or misleading information in the registration;

(c) the User has failed to comply with any of the obligations set out in these Terms and Conditions or any other obligation provided for by law;

(d) the functioning of the Application is materially impaired; or

(e) the Provider loses the right to offer the Application, or such right is suspended.

In the event of termination of the Contractual Relationship in accordance with this clause 12.2 of the Terms and Conditions, the User shall uninstall the App from their Device.

12.3 The User shall have the right to terminate the contractual relationship under these Terms immediately by uninstalling the App from their Device.

12.4   In the event of termination of the Agreement, the content uploaded by the User to the App will be deleted in accordance with the Privacy Notice referred to in Clause 11 above.

13.   SPECIAL PROVISIONS TO INFORM THE CUSTOMER

13.1   Pre-contractual information for the Consumer is as follows:

(a) the identity of the Provider is indicated in the header of these Terms and Conditions;

(b) the Provider allows the User to use the features of the Application free of charge;

(c) the Provider deals with User complaints and claims via the electronic address hemonitor-jordan@roche.com. **To avoid the disclosure of personal data relating to the User and their account to the Provider, the User is advised to forward their complaint or claim to the Provider through the Physician.** The Provider will send information on the resolution of the User's complaint to the User's electronic address or via the Physician. Complaints, including the resolution of deficiencies, must be resolved without undue delay, no later than thirty (30) days from the date of the complaint, unless the User and the Provider agree to a longer period;

(d) the duration of the Commitments and the terms of termination are set out in Clause 12 of the Terms;

(e) details of the functionality of the Digital Content are set out in Clauses 3 and 5 of the Terms; and

(f)   information on the hardware and software compatibility of the Digital Content is as follows: the User's device must meet the technical parameters listed in the relevant section of the App Store and Google Play mobile apps.

13.2 Information about the contract concluded by means of communication:

(a) the cost of using the Communication equipment will be based on the tariffs set by the operator with whom the User has his Internet access service contract;

(b) the contract resulting from the Terms and Conditions is concluded for an indefinite period and may be terminated immediately under the conditions set out in Article 12 of the Terms and Conditions;

(c) the Provider shall not charge any additional fees, charges, or costs for the use of the Application, but such fees, charges, and costs may be charged by third parties as referred to in these Terms and Conditions;

(d) the User shall not incur any additional costs to the Provider in connection with the termination of the contractual relationship under the Terms;

13.3 The information on the contract concluded electronically is as follows:

(a) the contractual relationship between the User and the Provider consists of these Terms and Conditions accepted by the User. The documents relating to the registration and the conclusion of the contractual relationship shall be kept by the Provider in electronic form; the User shall not have access to these documents;

(b) the contractual relationship is entered into in accordance with the procedures described in Clause 3 of the Terms; and

(c) the User is not bound by any voluntary or binding code of conduct in connection with the provision of the Application.

13.4 The User expressly consents to the transmission of digital content in the form of the App to them and to the fact that, from the time of such transmission, the User shall lose his fourteen (14) day right of withdrawal. The User may withdraw from the contractual relationship with the Provider at any time by uninstalling the App.

13.5 The User hereby expressly acknowledges that they have read and understood all of the information set out in this Clause of the Terms and Conditions before accepting them.

14.   APPLICABLE LAW AND DISPUTE SETTLEMENT

14.1 The laws of the Hashemite Kingdom of Jordan shall govern the contractual relationship between the Provider and the User.

14.2 The Parties undertake to settle all disputes concerning the implementation or interpretation of their contractual relations by negotiation and mutual agreement. If such a dispute cannot be settled by mutual agreement of the parties, one of the parties shall submit such dispute to the competent court in Amman (Palace of Justice).

15.   FINAL PROVISIONS

15.1   The invalidity or unenforceability of any provision of these Terms shall not invalidate or unenforce the Terms as a whole. The Provider shall replace such provision with a valid provision that is as close as possible in substance and economic effect to such provision.

15.2   The Provider reserves the right to notify the User via the Application of any news, interruptions to the Application or updates to the Terms.

15.3   The Provider reserves the right to amend these Terms and Conditions to a reasonable extent unilaterally. The Provider is obliged to notify the User of such changes prior to their change by any appropriate means, e.g., via the Application or by e-mail, providing a link to the current wording of the Terms. A reasonable degree of unilateral modification of the Terms and Conditions by the Provider relates in particular to the manner of use of the Application, the terms and conditions of the offer/use of the Application, the scope of use of the Application, etc. The User shall be informed by e-mail or by an e-mail notification to the Provider. The User shall have the right to reject such changes within ten (10) days of receipt of the proposed changes. In the event that the User does not agree to the updated Terms and Conditions, the User shall be obliged not to use the Application and to request the Provider to cancel the User's account and the User will uninstall the App. The relationship between the Provider and the User shall then be governed by the Terms and Conditions in their unchanged form until the cancellation of the user account. Unless the User rejects the amended Terms, the User shall be bound by the amended version of the Terms.

15.4   These Terms are dated 2023.