

Terms and Conditions of Use

Version 2.0 – Last updated: October 19, 2026

These Terms and Conditions of Use (“**Terms of Use**”), together with the instrument setting out the commercial conditions of use (“**Commercial Terms**”), with the Terms of Use and the Commercial Terms being referred to jointly as the (“**General Terms and Conditions**”), establish the terms governing the use of the tool(s) managed by the company Touch Tecnologia e Informática Ltda. (“**Touch**”), registered with the Corporate Taxpayer Registry (CNPJ) under No. 01.299.011/0001-87, headquartered at Rua Gomes de Carvalho, No. 1666, 3rd floor, Vila Olímpia, in the City of São Paulo, State of São Paulo, ZIP Code 04.547-006 (“**Touch**”), by the contracting company (“**User**” or “**Contracting Party**”), which, for the purposes of personal data protection legislation, acts as the controller of the personal data processed through the Tools, with Touch acting as processor, subject to the provisions of clause 14.2.

The Commercial Terms contain the list of the tools contracted by the User (“**Tools**”), as well as the commercial conditions for contracting each of them.

The Tools are made available over the internet, are intended for the performance of certain operations of the contracting party, and are used by its collaborators or clients.

These Terms of Use must be carefully read, understood and fully accepted in order for registration and use of the services and functionalities of the Tools to take place. The User’s access to and use of the Tools are conditioned upon its express and full agreement with, and adherence to, these Terms of Use.

1. USE OF THE TOOLS.

- 1.1.** Touch, under the terms set out in the Commercial Terms, authorizes the User to use the Tools through individualized access with a login and password. Access to the Tools may be made over the internet by the User and its partners, administrators, employees, collaborators, representatives and service providers (“**Collaborators**”). The password and login are non-transferable and are the sole and exclusive responsibility of each User.
- 1.2.** The authorization of use granted within the limits of the Commercial Terms does not include the assignment of the source code of the Tools in any form or at any time, or of any other intangible asset owned by Touch.

- 1.3.** Touch will make available to the User, for the term described in the Commercial Terms, a technical support structure, which includes: (i) making available to the User, over the internet, all help information on the functionalities of the product; and (ii) making available to the User, over the internet, an electronic address through which the User may report incidents relating to the Tools.
- 1.3.1.** Technical support will be provided during business hours, from 9:00 a.m. to 6:00 p.m., on business days, or during the hours corresponding to the support package chosen, and the User may access support to open a ticket through the specific communication channel for the Tool.
- 1.4.** Touch will allow the User to access the Tools through one or more profiles called “administrator”, which will have the ability to create other profiles with lower access and established limitations, in compliance with the hierarchy rules established within the Touch domain. The administrators designated by the User will be responsible for creating the individual access profiles of its Collaborators, including entering their basic data, allowing the Collaborators to access the Tool, subject to the conditions and responsibility of access.
- 1.5.** The User’s access will be granted upon the correct and truthful completion of the information required for making the Tools available, in accordance with the conditions provided for herein.
- 1.6.** Each Collaborator will receive a personal, non-transferable access password to the Tools. The User is solely responsible for safeguarding and keeping such passwords, as well as for ensuring that they are not provided to third parties. In the event of loss, theft or suspected unauthorized access, the User must immediately contact Touch through the specific channel so that measures may be adopted.

2. AVAILABLE PLANS

- 2.1.** The plan chosen for the use of each Tool is fully described in the Commercial Terms, with complete details regarding any usage limitations, included services, and other pertinent specifications.
- 2.2.** If the User needs a plan that covers parameters beyond the limits provided for in the plan originally chosen, in accordance with the Commercial Terms, or other tools provided by Touch, the User must contact Touch to request the contracting of the new Tool or plan, by means of an amendment to the Commercial Terms.

3. PRICE

- 3.1.** The price established in item 4 of the Commercial Terms will be adjusted every 12 (twelve) months, by applying the variation of the Broad National Consumer Price Index (IPCA), or another official index that may replace it.
- 3.2.** The original currency of this Agreement is the Brazilian Real (R\$). In the event of contracting by a User domiciled abroad, the amounts may be agreed in foreign currency, as established in the Commercial Terms. For accounting, tax or regulatory purposes, if conversion into Brazilian Reals is necessary, it will be made based on the prevailing official exchange rate, adopted by the applicable Brazilian legislation, on the date the amounts are actually received.
- 3.3.** The issuance of a Purchase Order or similar document by the User, if any, will not modify the due date previously established in item 4 of the Commercial Terms or that of the Invoice that may be issued in its favor.
- 3.4.** In the event of late payment of the price established in item 4 of the Commercial Terms, the outstanding amount will be subject to a fine of 2% (two percent), interest of 1% (one percent) per month, and monetary adjustment in accordance with the Broad National Consumer Price Index (IPCA), without prejudice to the possibility of termination of the Agreement by Touch if the delay extends for more than 30 (thirty) days.

4. RESPONSIBILITIES AND OBLIGATIONS OF TOUCH

- 4.1.** Without prejudice to or limitation of the other provisions of these Terms of Use, Touch undertakes to:
 - a) provide access to the Tools in accordance with the conditions stipulated in these Terms of Use;
 - b) make available and maintain for the User's use the Tools in their latest current version;
 - c) update the Tools whenever there is a new approved version, whether as a result of legislation or of constant technical or functional improvements, without the need for prior notice to, or approval by, the User;
 - d) provide the contracted services set out in the Commercial Terms, it being possible to obtain additional services through an amendment to the Commercial Terms, upon payment of the corresponding price;

- e) employ technically qualified professionals and in strict compliance with the technical, commercial and legal rules applicable to the case;
- f) not employ and/or use child labor, and also not hire and/or maintain relationships with any partners, suppliers and/or subcontractors that use, exploit and/or in any way or form employ child labor, under the terms of article 7, XXXIII, of the Federal Constitution, the Consolidation of Labor Laws (CLT), the Statute of Children and Adolescents (Law No. 8,069/1990) and other legislation in force.

5. RESPONSIBILITIES AND OBLIGATIONS OF THE USER

- 5.1.** The User is responsible for the accuracy of the information provided to Touch during the implementation of the Tools, including when creating the access profiles of its Collaborators by sharing their personal data, and hereby confirms the accuracy of such information.
- 5.2.** The User is solely responsible for the installation, configuration, support and maintenance of the equipment necessary for the proper display of the Tools at its premises (browsers, workstations, network equipment, cables, internet, etc.), within the quality characteristics and procedures recommended by Touch.
- 5.3.** The User shall be responsible for providing software and hardware updates compatible with the update requirements made available by Touch and necessary for the operation of the Tools.
- 5.4.** The User may regularly provide feedback to Touch through the appropriate channels regarding possible errors or suggestions for improvements arising from the use of the Tools, in order to contribute to their improvement and technical enhancement.
- 5.5.** The User is responsible for paying the amounts established in item 4 of the Commercial Terms, in accordance with the forms and conditions established therein.
- 5.6.** The User will be responsible for any abuse, improper application, or any other form of misuse of the Tools by its Collaborators.
- 5.7. Data recorded and processed by the Tools:** all data recorded and processed by the Tools belongs to the User, which is fully responsible for the means of acquisition, forms, strategies and purposes of use of such data. The nature of the contracted service is the provision of an information technology tool; therefore, all

dealings relating to the data that will be recorded and processed by the system are the sole responsibility of the User, including, among others: acquisition, storage, handling and disclosure of the data to third parties. All policies and processes involved in the processing of data, whether personal or not, are defined by the User and are its responsibility, as controller, without prejudice to the obligations assigned to Touch as processor, under the terms of clause 14 and applicable legislation.

5.8. Under no circumstances may the User or third parties:

- a) copy, assign, license, sell, reproduce, donate, dispose of in any way, or transfer, in whole or in part, under any form, free of charge or for consideration, temporarily or permanently, the Tools, as well as their modules, parts, manuals or any information relating thereto, under penalty of civil and criminal liability;
- b) modify the characteristics of the program(s) or program module(s) that make up the Tools, expand or alter them in any way, without the prior and express authorization of Touch;
- c) create programs that alter, include or delete data specified in the data dictionary of the Tools, if applicable;
- d) reverse engineer or create derivative works of the Tool, under penalty of liability in accordance with the Industrial Property Law and the Software (Computer Programs) Law. The existing notices of reservation of rights of the Tools may not be destroyed, concealed or altered;
- e) provide access to third parties by supplying the password and login of the profiles registered in the Tools;
- f) impersonate another person, company or institution, under penalty of reporting to and liability before the competent authorities;
- g) collect, process or disclose personal data of Collaborators, patients or any third parties improperly or without an adequate legal basis, under penalty of violating the provisions of the General Personal Data Protection Law (LGPD – Law No. 13,709/2018);
- h) use the Tools to send any type of virus or files containing any type of virus (“Trojan Horses”) that may cause damage to the recipient or to third parties;
- i) engage in any acts that violate any applicable local, state, national or international law or regulation, or that violate any applicable law with respect to

the transmission of data from Brazil and/or from the territory where the Collaborators reside;

- j) obtain or attempt to obtain unauthorized access to other systems or computer networks connected to the Tool.

6. TERMINATION OF THE GENERAL TERMS AND CONDITIONS

6.1. The General Terms and Conditions may be terminated in the following events:

- a) by Touch, at its sole discretion, in the event of late payment of the price provided for in the Commercial Terms exceeding 30 (thirty) consecutive days;
- b) unless otherwise defined in the Commercial Terms, by both parties, 90 (ninety) days after the notice of termination is sent to the other party, without the incurrance of any penalty, with Touch and the User being required to comply with their obligations under the General Terms and Conditions, including payment of the price, until the end of the aforementioned period;
- c) by Touch, immediately and at its sole discretion, if the amounts due are not paid by the User within 15 (fifteen) days from the date on which the suspension provided for in clause 7 below begins;
- d) by either party in the event of breach of any of the clauses of the General Terms and Conditions that is not cured within 30 (thirty) days; and
- e) in the event of a bankruptcy filing or judicial or extrajudicial reorganization of either party;

7. SUSPENSION OF THE TOOLS

7.1. In the event of a delay of 30 (thirty) days or more in the payment of the price provided for in the Commercial Terms, Touch may, at its sole discretion, suspend the User's access to the Tools until payment of the amounts due, including fine and interest, is regularized.

7.2. The suspension provided for in this clause 7 does not exempt the User from making all payments due, including fine and interest, for the period in which, prior to the suspension, access to the Tools remained available to it.

8. CONFIDENTIALITY

8.1. For the purposes of these Terms of Use, the expression "**Confidential Information**" means any and all information relating to each party, its affiliates or any of their respective businesses, activities, business models, plans, structures, situation

(economic or otherwise), prospects and/or estimates, including personal and sensitive data, that such party or any of its affiliates (the “**Disclosing Party**”) reveals, provides or communicates (whether verbally or in writing, in electronic form, texts, drawings, photographs, graphics, projects, plans and any other form), through the administrators, officers, employees, business partners, attorneys, accountants, auditors or consultants of the Disclosing Party (jointly, hereinafter referred to as (“**Representatives**”) to the other party or any affiliate of such other party (the “**Receiving Party**”).

- 8.2.** For the purposes of these Terms of Use, the following will not be considered Confidential Information: information and data, personal or not, (i) that were already in the public domain at the time of execution hereof; (ii) that were publicly disclosed by third parties other than the Disclosing Party; (iii) that were lawfully obtained by the Receiving Party from third parties other than the Disclosing Party; (iv) that were known to the Receiving Party at the time of their disclosure by the Disclosing Party; and/or (v) whose disclosure is required by request of public authorities or by court order. The exceptions provided for in items (i) to (iv) do not remove the protection afforded to personal data by the LGPD, including data manifestly made public by the data subject, under the terms of article 7, paragraphs 3 and 4, of the LGPD.
- 8.3.** If the Receiving Party is required, as a result of a request from any governmental or judicial authority, to disclose any Confidential Information, it may do so, provided that the strict purpose is to comply with such requirement or request of the governmental/judicial authority in question. In that case, and provided that it is permitted by the requesting governmental/judicial authority, the Receiving Party will promptly notify the Disclosing Party so that it may take the appropriate legal measures to protect the Confidential Information. Without prejudice to the right of the Receiving Party to disclose such Confidential Information without breach of the Terms of Use, in the event provided for herein, the parties undertake to cooperate with each other so that the disclosure is made within the strict limits required by such request.
- 8.4.** The Receiving Party undertakes to keep confidential any and all Confidential Information received from the Disclosing Party and to use it solely for the purpose of performing the Terms of Use. The Receiving Party also undertakes to cause its representatives to keep confidential any and all Confidential Information received or obtained from the Disclosing Party and to use it only within the scope of these Terms of Use, being liable for any breach by its administrators, officers, employees, business partners, attorneys, accountants, auditors or consultants.

- 8.5.** Notwithstanding the expiration or termination of the General Terms and Conditions, the Receiving Party must observe the confidentiality obligations provided for herein for a period of 5 (five) years from the expiration or termination of the General Terms and Conditions, except for obligations relating to personal data, which will survive for as long as such data remains in the custody of the Receiving Party.

9. SERVICE LEVEL AGREEMENT

- 9.1.** The parties establish a Service Level Agreement (“**SLA**”), with the rules and indicators for measuring the performance of support services relating to the Tools.
- 9.2.** Touch undertakes to address, on a monthly basis, at least 80% of the incidents forwarded to it by the User (“Qualitative SLA”), within the response time agreed for the severities of problems, the classification rules for which are defined in Table 1 of this document. The resolution time is the time elapsed between the opening of the ticket and its closure, excluding the time during which the ticket was awaiting information or actions from Touch:

TYPE OF SERVICE	SEVERITY	RESPONSE SLA / FIRST REPLY	RESOLUTION SLA / WORKAROUND
Support	1-Blocking	1 hour	8 hours
Support	2-Critical	2 hours	48 hours
Support	3-High	4 hours	-
Support	4-Medium	1 day	-
Support	5-Low	3 days	-

- 9.3.** The opening of the ticket, for the purpose of starting the count of the resolution time, must be characterized by the User’s communication of the incident to Touch. Such communication must be made through a support e-mail, or another channel defined by Touch, so that there is a non-repudiable record of the date and time of the communication for control and management purposes. For severities 1 and 2, active communication by telephone call is required, especially if outside standard service hours.
- 9.4.** The count of the resolution time will be computed taking into account only the hours within the Service Hours range defined in the Commercial Terms.
- 9.5.** Incidents opened with Touch that are caused by factors beyond Touch’s control, that is, for which it is determined after evaluation that the cause was not a defect in the

Tools, will be computed as immediately resolved for purposes of calculating the Qualitative SLA.

- 9.6. Problems, defects or limitations of the Tools that are documented as known errors may not be considered incidents for SLA purposes.
- 9.7. The following will be taken into account in calculating the Qualitative SLA: (i) incidents opened in the month of measurement and resolved in that same month, and (ii) incidents opened in the month of measurement that have exceeded the resolution time defined in this SLA, and (iii) incidents opened in the month prior to the month of measurement that were not computed in the prior month.
- 9.8. Incidents caused by force majeure will not be considered incidents for SLA purposes. Example: failures of components external to the Tools.
- 9.9. For the measurement of the agreed SLA indicators, the parties agree that the **Touch Jira** incident-logging tool will be used, in which the User must log all service requests to Touch and in which Touch must log all support provided.
- 9.10. If the User, for any reason, is without access to the incident-logging tool, it may, as a contingency, send the record of the support request to Touch by other means, or even log the support request in the incident-logging tool, with a retroactive date, when access to it is restored.
- 9.11. If the solution to the incident depends on intervention in a component (hardware or software) of the solution for which the User is responsible, the resolution time will be considered completed upon the making available of the artifacts to be installed or the communication of the instructions for carrying out the intervention.
- 9.12. If the solution to the incident depends on validation activities carried out by the User, the resolution time will be considered completed upon the making available of the corrective artifacts to be installed or the communication of the instructions for carrying out the validations. If the validation results in non-approval and it is found that the error in fact persists, the incident will be reopened.
- 9.13. An incident will be considered resolved, even if the root cause of the problem has not been diagnosed and/or corrected, if a workaround that resolves the effects of the problem is proposed.
- 9.14. An incident may have its criticality level (and corresponding SLA) reduced, even if the root cause of the problem has not been diagnosed and/or corrected, if a workaround that mitigates its effects is proposed, so as to characterize the incident as being of lower severity.

9.15. In defining severity, the following assumptions must be observed:

- a) Only incidents in the production environment are considered severity 1 and 2.
- b) Performance-related incidents will only be considered severities 1 and 2 if they prevent use of the system (as a whole or of essential parts of patient care). Incidents related to performance in background services, in parameterization services, or that cause a deterioration in use without a blocking impact on routine operation, must be classified at severity levels 3 or higher.
- c) Incidents related to problems the User has been living with for more than 1 week may not be considered severity levels 1 and 2.
- d) Incidents related to problems that do not recur in the production environment and that cannot be reproduced in other environments may not be considered severity levels 1 and 2.

Table 1: Severity Level Table

Severity	Type	Description	Examples
1 - Blocking	Operational Blockage	Finding of a defect that prevents use of the system in the production environment, preventing the User's essential business operations, with no temporary solution available.	• System entirely inoperative; • System inoperative in an essential function directly related to a vital operation, completely preventing that activity from being performed.
2 - Critical	Severe Impact	Finding of a defect that prevents use of the system in the production environment, preventing part of the User's essential business operations, with no temporary solution available.	• System operating incorrectly in an essential function directly related to a vital function, with consequent violation of a business rule, with no way of using the system that, even if more laborious, avoids the problem. • System defect causing incorrect information to be provided to the user, creating a risk of a wrong course-of-conduct decision being made.

Severity	Type	Description	Examples
3 - High	Systemic Degradation	Finding of a system defect that impairs the User's essential operations.	• System inoperative on some servers without compromising the cluster; • Inability of the system to process certain operating scenarios, with an alternative way of doing so being available, even if more laborious;
4 - Medium	Operation with Faults	Finding of a system defect that adversely affects the User's operations.	• Finding that a system component whose operation is relevant but not blocking to the User's operations is not working in accordance with the respective documentation; • Finding that the main components of the system are operating at a substantially affected level of efficiency.
5 - Low	Low Impact	Finding of a system defect that minimally affects the User's operations, which continue to be carried out without the need to implement any temporary solution, although the system is not operating properly.	• Cosmetic problems (relating to appearance or functioning that do not prevent the main use of the screen); • Documentation-related problems; • Finding that a system component of low relevance to the User's operations is not working perfectly, but without affecting the efficiency of the operations performed by users.

10. LIMITATION OF LIABILITY AND MAINTENANCE OF THE TOOL

- 10.1.** Notwithstanding the terms defined in clause 9 above, under no circumstances will either party be liable to the other for loss of profits, indirect, special, incidental, consequential, cover or punitive damages, regardless of the cause, whether contractual, non-contractual or based on any other theory of liability, whether or not the other party has been informed of the possibility of such damages. This exemption from liability will not apply in cases where it is prohibited by applicable legislation.

10.2. The User acknowledges and agrees that, except in the event of Touch's breach of the security and data protection obligations provided for in clause 14, Touch is not liable for:

- a) failures in the connection ("link") and in the telecommunications infrastructure provided by the telecommunications company contracted by the User and responsible for providing the service, without fault of Touch;
- b) unavailability of the Tools due to periodic maintenance of the system (scheduled or not), acts of nature, technical software failures, denial-of-service attacks, increase or fluctuation in demand, acts and omissions of third parties or any other cause beyond Touch's control;
- c) usage failures or server overload caused by non-optimized use on the part of the User;
- d) failures or any unavailability arising from the User's local infrastructure, including, but not limited to, connectivity problems, hardware failures or natural wear, server failures, inadequate local configurations, absence of updates to third-party software or firmware, antivirus software and other factors that may cause incompatibility with the structure made available by Touch for the operation of the Tools on equipment used by the User and its Collaborators;
- e) emergency interventions arising from the need to preserve server security, intended to prevent or stop the actions of "hackers" or intended to carry out security fixes, with Touch being authorized to disconnect the server from the internet, if necessary;
- f) the User's failure to comply with clauses of the General Terms and Conditions;
- g) shutdowns or restorations of data backups.

10.3. Touch may update or make changes to the Tools at any time and without the need for prior notice to the User, except where the change materially impacts the processing of personal data or reduces security measures, in which case the User will be informed in advance.

10.4. The User hereby declares that it is aware of and agrees that Touch may suspend the operation of the Tools or any of their functionalities at any time, for the time strictly necessary for the fix, upon notice to the User as soon as possible, in the event of problems that require immediate correction, including, but not limited to, cyberattacks, corruption of Touch software, outages of the domain where the Tool is hosted, among others, with Touch being fully exempt from any liability regarding the

maintenance of certain characteristics of the Tool, the continuity of its use by the User or any damages caused to the User by the events highlighted in this clause.

- 10.5.** The Parties acknowledge that the Tools are offered “as is”, without additional warranties. The User must assess whether the Tools meet its specific needs and is responsible for the use and results obtained from them.
- 10.6.** The Parties declare, acknowledge and accept that the state of the art does not allow for the development of computer programs that are completely free of vices or defects and that, therefore, Touch cannot guarantee, and in fact does not guarantee, the operation of the Tools in an uninterrupted or defect-free manner. However, the Parties shall observe the principles of objective good faith and use their best efforts to avoid harm to one another.
- 10.7.** Without prejudice to the other limitations and exclusions provided for in these Terms, and to the maximum extent permitted by applicable legislation, Touch’s total aggregate liability for any losses, damages, indemnities, fines, costs or expenses (including attorneys’ fees), arising out of or relating to these Terms, the use of the Tools or their performance/non-performance, regardless of the nature of the claim (contractual, non-contractual, strict liability, fault, risk, or other), will not exceed, under any circumstances, the total value of the agreement, understood as the total amount provided for in the Commercial Terms for the entire contractual term. This limitation applies exclusively to the relationship between the parties and does not affect the rights of personal data subjects provided for in applicable legislation.

11. DISCONTINUATION OF SUPPORT (“END OF LIFE”)

- 11.1.** Touch may, upon prior notice to the User, discontinue support for a given Tool, or for a given functionality or module of a Tool.
- 11.2.** Unless otherwise stipulated in the Commercial Terms, the prior notice of discontinuation of a given functionality or module of a Tool will be at least 90 (ninety) days, and the prior notice of discontinuation of a Tool will be at least 180 (one hundred and eighty) days.
- 11.3.** Touch does not guarantee the provision of customer service, as described in these Terms, for discontinued Tools, functionalities or modules.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1.** Touch is the sole and exclusive owner of all intellectual property rights in the products resulting, directly and indirectly, from the development, use,

customizations, updates, improvements, add-ons, specifications and any other resource related to the Tools, including any and all trademark, patent or utility model rights, computer programs and copyrights associated with the Tools.

- 12.2.** Violation of the copyrights in the Tools or failure to comply with any of the obligations set out above will result in cumulative indemnification for material damages, moral damages and other contractual and/or legal penalties, as well as any other reputational damages caused, to be duly determined as to their scope and extent.
- 12.3.** The User may not, under any circumstances, (i) remove any copyright, trademark or other proprietary rights notice from any part of the services provided in connection with the Tools; (ii) reproduce, modify (even for the purpose of correcting errors), prepare derivative works of, distribute, license, lease, sell, resell, transfer, display, broadcast, transmit, adapt, translate or otherwise exploit the Services, except as expressly permitted by Touch; (iii) decompile, reverse engineer or disassemble the Tools; (iv) link to, mirror or frame any part of the Tools; (v) create or launch any programs or scripts for the purpose of scraping, indexing, surveying or otherwise obtaining data from any part of the Tools, or of unduly overloading or impairing the operation and/or functionality of any aspect of the Tool; or (vi) attempt to gain unauthorized access to the Tools, or impair any aspect of the services or their related systems or networks.

13. ANTI-CORRUPTION CLAUSE

- 13.1.** The parties declare and warrant that they comply, and will continue to comply, throughout the term of the Terms of Use together with the Commercial Terms, with all applicable laws and regulations relating to the prevention and fight against corruption, including, but not limited to, Law No. 12,846/2013 (“Brazilian Anti-Corruption Law”).
- 13.2.** The User and Touch undertake not to offer, promise, pay, authorize or accept any type of bribe, facilitation payment or any other undue advantage, directly or indirectly, to any person, including, but not limited to, public officials, for the purpose of obtaining or retaining business or any other benefit.
- 13.3.** Any violation of this clause by one of the parties will give the other party the right to terminate the General Terms and Conditions immediately, without prejudice to other applicable legal measures.

- 13.4.** The parties undertake to immediately inform one another of any request or offer of a bribe, facilitation payment or undue advantage that has been received in connection with the General Terms and Conditions.
- 13.5.** The User and Touch undertake to implement and maintain adequate internal policies and procedures to ensure compliance with this anti-corruption clause and applicable laws.

14. COMPLIANCE WITH THE GENERAL PERSONAL DATA PROTECTION LAW

- 14.1.** The parties agree to comply with all provisions of the General Personal Data Protection Law (Law No. 13,709/2018 – “LGPD”) and its subsequent amendments, as well as the regulations issued by the National Data Protection Authority (“ANPD”), the provisions in force of the Brazilian Civil Rights Framework for the Internet (Law No. 12,965/2014 – “MCI”) and its regulation (Decree No. 8,771/2016), and, as applicable, the Digital Statute of Children and Adolescents (Law No. 15,211/2025 – “ECA Digital”), in the processing of personal data, including sensitive personal data.
- 14.2.** Touch acts as controller exclusively with respect to the registration and contact personal data of the User’s representatives and Collaborators necessary for invoicing and collection of the amounts owed by the User (such as issuance of invoices, collection and management of delinquency) and to the records of access to the Tools maintained pursuant to article 15 of the MCI, processing them exclusively for those purposes, on the basis of performance of the contract and compliance with legal, regulatory and tax obligations (article 7, II and V, of the LGPD), in accordance with the LGPD, through the implementation of practical and operational measures for their minimization. Touch does not share personal data with third parties, except (i) with subprocessors (“Subprocessors”), under the terms of clause 14.7; (ii) upon documented instruction from the User; or (iii) for compliance with a legal or regulatory obligation or a court order, subject to article 10, paragraph 1, of the MCI. Records of access to internet applications will be kept confidential, in a controlled and secure environment, for a minimum period of 6 (six) months, pursuant to article 15 of the MCI, and may be retained for a longer period upon request of a competent authority (article 15, paragraph 2, of the MCI), by court order or when necessary for the regular exercise of rights.
- 14.3.** Subject to the provisions of clause 14.2, with respect to the personal data entered, recorded or processed in the Tools by the User and its Collaborators, the User acts as controller and Touch as processor, under the terms of article 5, VI and VII, of the

LGPD, carrying out the processing exclusively in accordance with the User's lawful and documented instructions.

- 14.4.** The User, as controller, declares and warrants that: (i) it defines the purposes and legal bases; (ii) it provides lawful instructions compatible with the LGPD; (iii) it has an adequate legal basis for all processing of personal data carried out through the Tools, including for the processing of sensitive personal data, such as health-related data, under the terms of article 11 of the LGPD; and (iv) it has provided data subjects with the information required by article 9 of the LGPD.
- 14.5.** Touch implements, under the terms of article 46 of the LGPD, technical and administrative measures that are adequate and proportionate to the risk, including, without limitation: profile-based access control and multi-factor authentication (MFA); encryption at rest and in transit where applicable; logical segregation of environments; logging and log monitoring; vulnerability management; periodic scans; backups, as well as security testing according to the criticality of the processing.
- 14.6.** Touch will maintain an updated security policy, incident management and periodic training of personnel with access to the data, who will be subject to a duty of confidentiality.
- 14.7.** Touch may engage Subprocessors to support the provision of the Tools, provided that it: (i) binds them contractually to data protection obligations equivalent to those provided for in this clause; (ii) gives the User prior notice of additions/replacements at least 15 days in advance; and (iii) allows reasoned objection by the User, seeking a reasonable alternative.
- 14.8.** Touch remains legally and contractually liable for the acts of the Subprocessors in relation to this services agreement.
- 14.9.** In the event of an international transfer, Touch will ensure that it takes place in accordance with article 33 of the LGPD and the International Data Transfer Regulation approved by ANPD Board Resolution (Resolução CD/ANPD) No. 19/2024, by means of: (i) an adequacy decision of the ANPD; (ii) standard contractual clauses approved by the ANPD; (iii) specific contractual clauses or global corporate rules approved by the ANPD; or (iv) another mechanism provided for in article 33 of the LGPD, as applicable, informing the User, upon request, of the destination countries and the mechanism adopted.

- 14.10.** Touch will assist the User in responding to requests from data subjects (provided for in articles 18 and 20 of the LGPD, such as confirmation of the existence of processing, access, correction, anonymization, blocking, deletion, portability, information on sharing, objection and review of automated decisions), through specific channels, without undue delay and within up to 5 (five) business days after the User's request, unless a different period is agreed. Requests received directly by Touch will be forwarded to the User within 2 (two) business days, with the User being responsible for responding to the data subject.
- 14.11.** Touch will notify the User without undue delay and, where possible, within 48 hours of becoming aware of a Security Incident that may result in relevant risk or damage, detailing: the nature, categories and volume of data affected, data subjects potentially impacted, mitigation measures and remediation plan, and will provide the cooperation and information necessary for the User to comply with its obligations to notify the ANPD and data subjects within the period of 3 (three) business days provided for in the Security Incident Notification Regulation (ANPD Board Resolution No. 15/2024). Touch will keep a record of security incidents for a minimum period of 5 (five) years.
- 14.12.** Touch maintains a Data Protection Officer (Encarregado pelo Tratamento de Dados Pessoais) and a respective alternate, publicly designated under the terms of article 41 of the LGPD and ANPD Board Resolution No. 18/2024, with the following contact channel: privacidade@touchhealth.com.br.
- 14.13.** Upon expiration or termination of the General Terms and Conditions, Touch will make available to the User, upon request made within 30 (thirty) days, the export of the data processed in the Tools in a structured and commonly used format and, after that period, will delete the personal data processed on behalf of the User, except for the retention scenarios provided for in article 16 of the LGPD and article 15 of the MCI. It is the User's responsibility to observe the legal retention periods applicable to its activity, such as those relating to patient records (Law No. 13,787/2018), arranging for the timely export of the data.
- 14.14.** If the User processes, through the Tools, personal data of children and adolescents, including in their capacity as patients, it will be responsible, as controller, for ensuring that the processing is carried out in their best interests, under the terms of article 14 of the LGPD, the Statute of Children and Adolescents (Law No. 8,069/1990) and, as applicable, the ECA Digital, including obtaining the specific and prominent consent of at least one of the parents or the legal guardian, when

required. The Tools are intended exclusively for professional use by the User and its Collaborators and are not directed at children and adolescents nor designed for access likely to be made by them. Touch will adopt privacy and security standards compatible with the nature of such data and will cooperate with the User in complying with these obligations.

15. RESPONSIBLE USE OF ARTIFICIAL INTELLIGENCE IN THE PROVISION OF SERVICES

- 15.1.** Touch may use, in the provision of the services and functionalities of the Tool, Artificial Intelligence (“AI”) technologies developed and/or operated by third parties, exclusively to support the operation, performance, security, log analysis, anomaly detection, automation of technical routines or continuous improvement of the Tools, with any processing of personal data in this context occurring in the capacity of processor, on behalf of and in accordance with the instructions of the User, and its use for Touch’s own purposes being prohibited.
- 15.2.** Touch undertakes not to use generative AI solutions or third-party models for training, fine-tuning or enrichment of its own models with any personal data processed on behalf of the User, except with the prior, express and written authorization of the User.
- 15.3.** AI solution providers that process personal data on behalf of the User will be considered Subprocessors, subject to the provisions of clause 14. Touch will adopt transparency, security and human oversight measures compatible with the risk, especially where sensitive personal data, such as health data, is processed, and will make available the technical means necessary for the User to comply with the right to review of automated decisions provided for in article 20 of the LGPD.
- 15.4.** The AI-based functionalities of the Tools, including those that generate suggestions, summaries, transcriptions, classifications, alerts or triage support, are exclusively auxiliary in nature and do not replace the assessment, judgment and decision of qualified healthcare professionals. It is the responsibility of the User and its professionals to review the results generated by AI before using them and to answer for the clinical, diagnostic, therapeutic and administrative decisions made, subject to the ethical rules of their respective professions and the applicable health regulations. The AI functionalities are not intended for autonomous diagnosis or treatment and, should they come to qualify as software as a medical device, Touch will observe the applicable regulations of the Brazilian Health Regulatory Agency (ANVISA), including RDC No. 657/2022.

- 15.5.** Touch will identify, in the interface of the Tools or in the respective documentation, the functionalities that use AI and will inform their purposes, main limitations and the possibility of inaccurate, incomplete or inappropriate results for the specific case. It will be the responsibility of the User, as controller, to inform data subjects, including patients, about the use of AI in the processing of their personal data, where applicable, under the terms of article 9 of the LGPD.
- 15.6.** Touch will maintain and make available to the User, upon request, the updated list of AI providers acting as Subprocessors, indicating the countries in which the personal data is processed, subject to the notification and objection procedure provided for in clause 14.7.
- 15.7.** The results generated by the AI functionalities from the data entered by the User will belong to the User, without prejudice to Touch's intellectual property rights in the Tools, their models, algorithms, parameters and other assets, under the terms of clause 12.
- 15.8.** The parties acknowledge that the regulation of the use of AI in Brazil is under development and undertake to review this clause, in good faith, to bring it into line with any supervening legislation or regulation that may become applicable, including sector-specific healthcare rules.

16. INTERNATIONAL PROVISION OF SERVICES AND TAX ASPECTS

- 16.1.** For all legal, contractual and tax purposes, the Parties acknowledge that the services under these General Terms and Conditions are provided in their entirety by Touch within the territory of the Federative Republic of Brazil, where its headquarters, administration, technological infrastructure, servers, technical team, development, maintenance, management and support of the Tools are located, regardless of the place where the Tool is accessed or used.
- 16.2.** Any use of the Tools in other countries does not alter the nature of the provision of the services nor imply a shift of taxation, revenue or profits outside Brazil.
- 16.3.** Use of the Tools outside Brazilian territory does not constitute a permanent establishment, branch, subsidiary or any form of economic presence of Touch abroad.
- 16.4.** The User is responsible for ensuring that the use of the Tools in its jurisdiction complies with the local laws applicable to its activity and to its relationships with Collaborators, including local personal data protection rules.

- 16.5.** All revenue, costs, expenses and profits arising from the provision of the services will be fully recognized and taxed in Brazil.
- 16.6.** Any taxes required by foreign tax authorities by reason of the use of the Tools abroad will be the sole responsibility of the User.
- 16.7.** Where applicable, the provision may constitute an export of services, under the terms of Brazilian legislation.
- 16.8.** The User undertakes not to make tax withholdings abroad on amounts owed to Touch, except where expressly required by law.
- 16.9.** For purposes of tax interpretation, these Terms will be governed exclusively by Brazilian legislation.

17. GENERAL PROVISIONS

- 17.1.** These Terms of Use and the Commercial Terms agreed between Touch and the User do not create any employment, corporate, social security or any other type of relationship between the parties. The parties declare that they are fully responsible for the labor relations with their respective employees, expressly acknowledging that their partners, agents, employees or contractors are not employees, agents or attorneys-in-fact of the other party.
- 17.2.** Each party is an independent company and neither party has or will have any power, direct or indirect, or authority to bind the other, or to assume or create any obligation or liability, express or implied, for the benefit or in the name of the other party.
- 17.3.** The User may not assign, transfer or otherwise dispose of its rights and obligations arising from the General Terms and Conditions, in whole or in part, to third parties, without the prior written consent of Touch.
- 17.4.** Touch may assign, transfer or otherwise dispose of its rights and obligations arising from the General Terms and Conditions to any of its affiliates or successors, upon prior notice to the User.
- 17.5.** Touch and the User will not be liable for any failures or delays in the performance of their obligations when resulting from fortuitous event or force majeure, such circumstances constituting exclusions of liability, under the terms of article 393 of the Brazilian Civil Code.
- 17.6.** The parties agree that all official communications relating to the General Terms and Conditions and any related matters will be made exclusively by electronic mail

(e-mail). The official e-mail addresses for communication, together with other relevant information, are specified in the Commercial Terms. Delivery will be presumed at the moment of successful transmission, and an allegation of non-reading will not affect the validity of the communication.

- 17.7.** These Terms of Use are governed by and construed in accordance with the Laws of the Federative Republic of Brazil.
- 17.8.** The Courts of the Judicial District (Comarca) of São Paulo, State of São Paulo, are elected as the competent venue to settle any disputes arising from the User's use of the Tool, to the exclusion of any other, however privileged it may be.
- 17.9.** Touch may amend these Terms of Use upon prior notice to the User, by e-mail, under the terms of clause 17.6, at least 30 (thirty) days before the new version takes effect, clearly indicating the points amended. If the User does not agree with a material amendment, it may terminate the General Terms and Conditions, without incurrance of any fine or penalty, by notice to Touch before the new version takes effect, with the amounts relating to the period of actual use remaining due. Continued use of the Tools after the new version takes effect will imply its acceptance. Amendments resulting from legal or regulatory requirements, from a determination of the ANPD or another competent authority, or necessary for the security of the Tools may take effect within a shorter period, including immediately, upon notice to the User as soon as possible. Amendments to these Terms of Use will not modify the price conditions provided for in the Commercial Terms, which may only be changed by amendment or in the manner provided for therein. The current version and the date of its last update will be indicated at the beginning of these Terms of Use, and the summary of the amendments will appear in the Version History at the end.

VERSION HISTORY:

Version 2.0 – October 18, 2026: (i) alignment with the General Personal Data Protection Law and ANPD regulations, including as to security incidents, the data protection officer, data subject rights and international data transfers; (ii) definition of the roles of controller (User) and processor (Touch), except for invoicing and collection data, of which Touch is the controller; (iii) retention of access records for the minimum period provided for in the Brazilian Civil Rights Framework for the Internet; (iv) provisions on data of children and adolescents, in light of the ECA and the ECA Digital; (v) rules on the responsible use of

artificial intelligence on a healthcare platform; (vi) return and deletion of data upon termination of the contract; and (vii) procedure for amending these Terms of Use.

Version 1.0 – [date of the original version]: original version.