Agreement

for the provision of medical services and epidemic support services

Signed on _____ in Warsaw („**the Agreement**"), between:

Mr / Ms: _____

Passport ID: _____

Address: _____

the parent / legal guardian of: _____

PESEL/Passport ID: _____

scholar of the school Akademeia High School sp. z o.o. with headquarters in Warsaw, św. Urszuli Ledóchowskiej 2, 02-972 Warsaw, entered into the Register of Entrepreneurs of the National Court Register under entry number 0000638796, hereinafter referred to as "**the Guardian" "Scholar" and "Company**"

and

EpiXpert sp. z o.o. with headquarters in Warsaw, 00-014, ul. Stanisława Moniuszki nr 1A, with the share capital of 30 000 PLN, entered into the Register of Entrepreneurs of the National Court Register under entry number 0000839211, records of which are kept in the District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register, CODE: 385965288, NIP: 5252821696, represented by Anna Sobolewska – President of the Management Board, hereinafter referred to as "**the Contractor**"

The Guardian and the Contractor are referred to jointly as "**the Parties**" and separately as "**the Party**".

In view of the fact that:

1) the Company intends to reduce the level of epidemic risk associated with the COVID-19 epidemic, The Contractor provides, at the request of the Company, medical care and epidemic support services to its staff and other Authorized persons ("Basic Agreement"),
2) the Contractor is an entity specializing in epidemic risk management and prevention of COVID-19 infections,
3) the Contractor is registered in the Register of Entities Performing Healthcare Activities ("**Rejestr Podmiotów Wykonujących Działalność Leczniczą**") under the number 000000229174,

The Parties agree as follows:

§ 1

The Subject Matter of the Agreement

1. The Contractor undertakes, for the remuneration specified in § 2 of the Agreement, to provide the Scholar with medical care and epidemic support services ("**the EpiXpert Services**") covering:
   a) screening and diagnostic services described in **Appendix 1** to the Agreement, ("**Testing**")

b) granting a license for a mobile application for monitoring of the epidemic risk, the specification and functionalities of which are described in **Appendix 2** to this Agreement ("**the Application**", "**the Application License**").

2. Testing will be performed with the use of the “sample pooling” method, and in case of positive result of the “sample pooling” method, by individual testing.
3. Testing will be conducted with the use of antibody tests for SARS-CoV-2 or tests RT-LAM for SARS-CoV-2. The Contractor guarantees that the tests used by the Contractor shall have all the required certificates. The Contractor guarantees test kit sensitivity at 95 % and test specificity at >99 %.
4. The Screening and diagnostic services will be performed according to the schedule and deadlines provided in Protocol of Weekly Screening which is described in detail in **Appendix 3** to this Agreement. The Contractor may change Protocol of Weekly Screening depending on the epidemiological situation. The Contractor will inform the Guardian of any changes in Testing.
5. The testing will be performed at the Company’s premises, in a separate room designated by the Company, by the Contractor’s medical team. The Contractor guarantees that a nurse will be available on-site at the Company’s premises each day for 2 hours on working days.
6. The Application License is granted for the duration of the Agreement, as paid, non-exclusive license, without the right to extend it (sublicense) for the following exploitation fields:
    a. Installation of the Application on the mobile device of the Scholar or the Guardian
    b. Use of the Application’s functions by the Scholar or the Guardian, according to the regulations of the Application Use.
7. The proper functioning of the Application depends on the reliable and timely entering of data into the Application by the Scholar or the Guardian.
8. The Contractor keeps medical records in accordance with the principles set out in the Act of 6 November 2008 on the rights of patients and the Patient Ombudsman ("Act").
9. The Guardian and the Scholar have the rights specified in the Act, in particular the right to access medical documentation.

§ 2

Remuneration

All costs of the EpiXpert Services will be covered by the Contractor.

§ 3

Term of Agreement

1. The Agreement has been concluded for the period from the date of signing to June 30, 2021, subject to clause 2-6 of this paragraph.
2. The Agreement will terminate upon termination of the Basic Agreement between the Contractor and the Company.
3. The Guardian shall have the right to terminate the Agreement at any moment effective:

a. by the end of the week – in regards to the procedure of the Testing;

b. by the end of the month – in regards to the License.

4. The notice on the Agreement's termination should be made in writing.
5. The performance of the Agreement will be automatically suspended upon the suspension of the Basic Agreement between the Contractor and the Company, and particularly in case of closure of the school building of the Company for epidemiological reasons about which the Contractor shall notify the Guardian. During the suspension period, the Contractor is not obliged to provide EpiXpert Services.

§ 4

Contractor's liability and claims

1. The Contractor is obliged to provide the EpiXpert Services with the diligence required in professional transactions. If a given EpiXpert Service is a medical care service, its delivery requires the utmost care required by the provisions of law.
2. The Contractor shall not be liable for damages going beyond the standards of diligence specified in clause 1 of this paragraph. In particular, the Contractor is not liable on a risk basis, and the Company agrees that, despite the due diligence provisions specified in clause 1 of this paragraph, COVID-19 cases may occur with varying course and intensity.

§ 5

Final Provisions

1. The Contractor's address is indicated in the Agreement heading. The Contractor's e-mail address is: akademeia@epixpert.pl. The Contractor's telephone number is: +48 532 454 920. Complaints should be submitted to the addresses indicated above (it is sufficient to submit a complaint to one of the addresses).
2. The Contractor should consider claims within 14 business days of receiving the complaint. If the complaint is not responded to within this period, the claim shall be deemed accepted.
3. The Guardian may, within 14 days from the conclusion of the Agreement, terminate it without giving any reason and without incurring costs. The termination form is attached as Appendix 4 to the Agreement. However, the Guardian can request the commencement of the provision of EpiXpert Services before the expiry of the above-specified termination period, which is tantamount to resignation from the right to withdraw from the Agreement.
4. The description of the functionalities of the Application and other information related to its safe use is included in the Application Regulations and the Application Privacy Policy.
5. Application Regulations define the type and scope of services provided electronically, the conditions for their provision, including technical requirements necessary to cooperate with the Contractor's system and the prohibition to the recipient from providing illegal content, as well as the conditions for concluding and terminating agreements for the provision of electronic services and the complaint procedure.
6. The use of the Application requires prior reading and acceptance of the Application Regulations and the Application Privacy Policy. Application Regulations and the Application Privacy Policy can be read within the application after installing it from the website app.ok4school.com or can be obtained by sending an e-mail.

7. The Contractor does not provide for any methods of dealing with complaints and redress other than those described in section 2 of this section.

§ 6

Final Provisions

1. The Information Form ("**Information Form**") which constitutes Appendix 5 to this Agreement, contains the following:
    a. Contractor's information regarding personal data protection,
    b. Guardian's information necessary for execution of Agreement,
    c. Consents regarding personal data protection,
    d. Consents regarding medical care,
    e. Demands regarding consumer law.
2. Any changes to the Agreement must be in writing to be valid, subject to clause 5 of this paragraph.
3. In matters not covered by the Agreement, the provisions of civil law shall apply.
4. The agreement has been drawn up in 2 (two) identical copies, one for each Party.

The Guardian: **The Contractor:**

Appendices:

1. Description and The Scope of Testing
2. Specification and Functionalities of The Application
3. Protocol of Weekly Screening
4. Contract Termination Form
5. Information Form

Appendix 1 Description and The Scope of Testing

1 2 3

EPIXPERT
EPIDEMIC SAFETY ENTERPRISE SOLUTIONS

Weekly testing of students using sample pooling

Week[illegible] [illegible]roat swab performed by epiXpert nurse or medical professional) – RESULTS FOR EACH POOL AVAILABLE IN 15 MIN,

+

Confirmatory test (if needed in positive pools)
RESULTS FOR EACH TEST AVAILABLE IN 15 MIN

+

Nurse on-site every afternoon for swabbing

0 PLN person/week

Included in this price:

- 1 test for presence of virus irrespective of pool size*
- confirmatory individual tests
- swab kits
- nurse support on-site (2 hours every day)
-

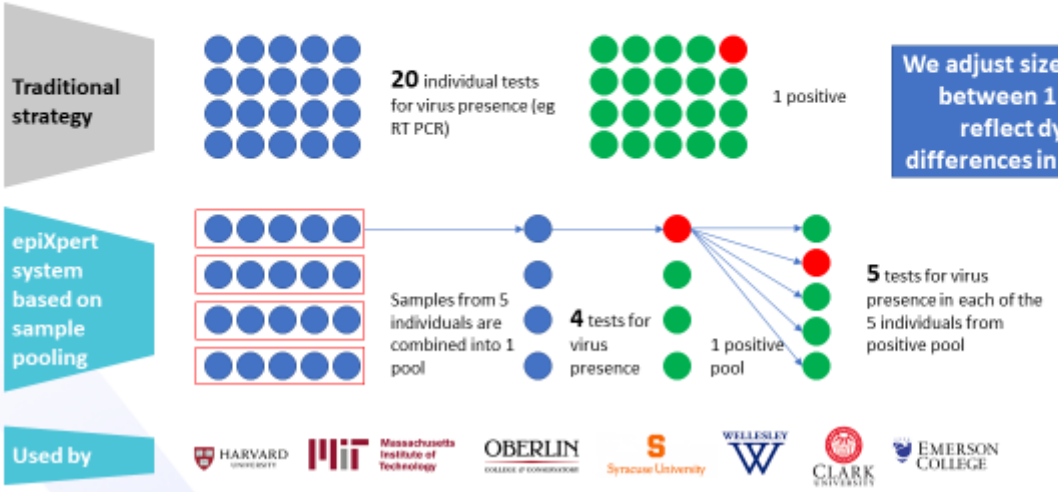
We also offer as an option antibody tests at 85PLN/test

* The pool size will be adjusted between 1 and 5 persons depending on prevalence in the area. Test methodology will also vary between antigen and RT-LAMP test depending on prevalence; all our tests have CE-IVD certificates

1 2 3

EPIXPERT
EPIDEMIC SAFETY ENTERPRISE SOLUTIONS

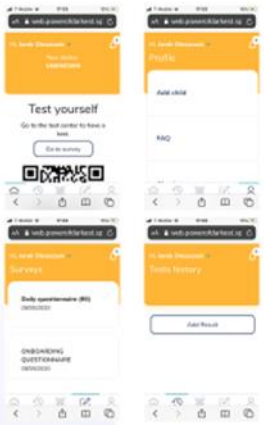
epiXpert offers affordable weekly screening protocols for students



Appendix 2 Specification and Functionalities of The Application

EPIXPERT
EPIDEMIC SAFETY ENTERPRISE SOLUTIONS

epiXpert ok4school™ app is an integral part of testing and additionally provides a daily risk assessment algorithm



Daily risk assessment

- Symptom check
- Access control
- Behavior self-reporting
- Customizable questions
- Clear instructions
- Links to newest evidence

Test results

- Nurse workflow
- Recording of test results
- Notifications to Parents
- Reminders to perform test
- Access control
- Daily health status report

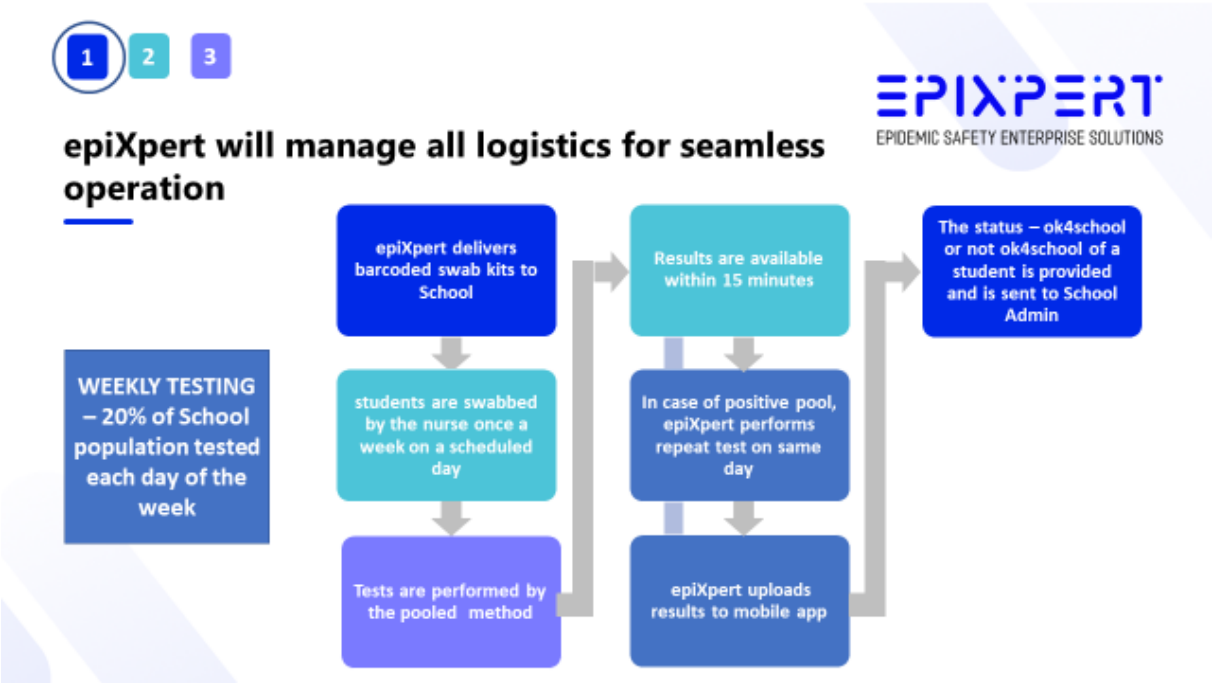
EPIXPERT
EPIDEMIC SAFETY ENTERPRISE SOLUTIONS

epiXpert ok4school™ app was developed with data security and privacy in mind

Data encryption	Your data is encrypted at rest using highest standards of encryption on cloud servers of Microsoft Azure and in transit with the SSL certificate. Your QR code is encrypted and can only be read by the scan function in ok4school™.
Data storage	Your surveys are stored in the phone only – nobody can see your answers to the questions. Surveys are deleted automatically after 30 days. Your test results will be stored for as long as required by local laws and obligations of medical providers
Password Protection	ok4school™ is protected with passwords stored in an unreadable hashed form. You also can easily add or revoke access if necessary
Data ownership	You have control over what happens to your data. Personal data is not sold or used for marketing purposes. You can request for it to be deleted any time
No tracking	ok4school™ is an „honor" system – it relies on truthful answers to the surveys. It does not track location or request any additional data to be stored beyond what is required for schools to provide a safe environment for its students and staff

Compliant with HIPAA, FERPA, CCPA and GDPR in EU

Appendix 3 Protocol of Weekly Screening



Appendix 4 Contract Termination Form

Agreement Termination Form

(This form should be completed and returned only if you wish to terminate the Agreement)

To:

EpiXpert sp. z o.o. in Warsaw

00-014 Warszawa, ul. Stanisława Moniuszki nr 1A

biuro@epixpert.pl

I hereby inform you about my termination of the contract for the provision of medical care and epidemic support services.

Date of Agreement: _____

Name and Surname of the Guardian: _____

Residence Address of the Guardian: _____

Signature of the Guardian
(only in case the form is sent in paper version):

_____

Date: _____

Appendix 5 Information Form

Information Form

A. Contractor's Information regarding personal data protection

Processing of Personal Data by the Contractor is regulated by the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("**the Regulation**").

The personal data controller in relations to personal data of the Guardian / Scholar within the scope of the Regulation is EpiXpert sp. z o.o. with its headquarters in Warsaw, 00-014 Warszawa, ul. Stanisława Moniuszki nr 1A, biuro@epixpert.pl („**Controller**").

Personal data of the Guardian / Scholar are obtained by the Controller from these persons, and to the extent that allows the Guardian / Scholar to be identified as persons related to the school run by Akademeia High School sp. z o.o. with headquarters in Warsaw, św. Urszuli Ledóchowskiej 2, 02-972 Warsaw, entered into the Register of Entrepreneurs of the National Court Register under entry number 0000638796 ("Company"), have been obtained from the Company.

Contact data of the Personal Data Inspector: rodo@epixpert.pl

Personal Data will be processed for the purpose of providing by the Controller to the Scholar medical care services and mitigation of epidemic risk, and in the event of obtaining the appropriate consent of the Guardian / Scholar - to provide epidemic support services to the Company.

The legal basis for data processing is:

a) the consent of the data subject (Article 6 (1) (a) of the Regulation and Article 9 (2) (a) of the Regulation) - with regard to data on epidemic risk, including a positive result of tests for COVID-19 that may be transferred to the Company;
b) processing is necessary for the performance of the Agreement (Article 6 (1) (b) of the Regulation), including a medical diagnosis (Article 9 (2) (h) of the Regulation) - in terms of identification and contact details of the Guardian and the Scholar, behavioural data entered into the Application and COVID-19 testing data,
c) processing is necessary to fulfil the legal obligation incumbent on the administrator (Article 6 (1) (c) of the Regulation) - in the scope of data entered into the medical documentation of the Scholar kept by the Controller, as well as data provided to the appropriate state sanitary inspector,
d) processing is necessary for the purposes of the legitimate interests pursued by the Controller (Article 6 (1) (f) of the Regulation) - in the scope of data necessary for accounting records, settlements under the Agreement and pursuing claims or protection against claims.

The recipients of personal data will be: the Guardian, the Scholar, the Company - subject to and within the scope of the consent given by the Guardian, the appropriate state sanitary inspector - in the case of confirmed infection, other appropriate state authorities - in cases specified by law, as well as entities entrusted by the Controller with data processing personal.

Personal data will not be transferred to a third country or an international organization. The Controller uses data storage services on servers located only in European Union countries.

Personal data in the scope covered by medical documentation will be kept for the period of storing medical records specified by law. Personal data in the scope covered by the accounting documentation will be kept for the period of storing the accounting documentation specified by law. For the remaining scope, personal data will be stored for the period of limitation of claims.

The Guardian (Scholar) has the right to request the Controller to access the personal data of the data subject, rectify it, delete or limit processing, as well as the right to object to the processing, as well as the right to transfer data.

In the case of personal data processed on the basis of art. 6 sec. 1 lit. a of the Regulation or art. 9 sec. 2 lit. a of the Regulation - the Guardian (Scholar) has the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.

The Guardian (Scholar) has the right to lodge a complaint with the supervisory body: the President of the Office for Personal Data Protection.

Providing personal data is a contractual requirement, the data subject is not obliged to provide them, but without providing them, it will not be possible for the Controller to perform the Agreement.

The data entered into the Application are subject to automated decision-making referred to in art. 22 sec. 1 and 4 of the Regulation, which consists in determining the epidemic risk level based on medical knowledge and the results of testing for COVID-19. The consequence of such processing may be, in the case of transferring this data, only on the basis and within the limits of the Guardian's consent, to the Company, the prohibition to participate in stationary education for a specified period, resulting from the internal rules of the Company.

B. Guardian's Information Necessary for Execution of Agreement

Personal Data of the Guardian:

- Name and Surname: _____,
- Social security number (PESEL): _____,
- Phone number: _____,
- Email address: _____,
- Residence address: _____.

Persona Data of the Scholar:

- Name and Surname: _____,
- Date of Birth: _____,
- Social security number (PESEL): _____,
- Level of education: _____,
- phone number: _____,
- email address: _____,
- Residence address: _____.

C. Consents regarding personal data protection

1. The Guardian grants the Controller consent to systematically provide the Company with information from the Application about the fulfilment by the Scholar of epidemic conditions for participation in stationary classes or about the Scholar's failure to meet epidemic conditions for participation in stationary classes: YES / NO

   This consent is voluntary. Its provision or refusal does not affect the provision of the service to the Scholar. The request for consent is a motivated concern for the epidemic safety of the school as a community of Scholars, parents, guardians and teachers.

2. The Guardian grants the Controller consent to provide the Company with information about the positive result of the Scholar's COVID-19 test: YES / NO

   This consent is voluntary. Its provision or refusal does not affect the provision of the service to the Scholar. The request for consent is a motivated concern for the epidemic safety of the school as a community of Scholars, parents, guardians and teachers.

3. The guardian grants the Controller consent to activate the function of the automated decision-making on the level of epidemic risk, based on the data entered into the Application: YES / NO

   This consent is voluntary. Without it, the service to the Scholar will not be provided with the full functionality of the Application. At any time, the Guardian (Scholar) has the right to have verification of the decision made in an automated manner by a human.

D. Consents regarding medical care

The Guardian consents to provision to the Scholar of the medical care specified in the Agreement, including testing in accordance with the Agreement, and keeping of the medical records: YES / NO

This consent is voluntary. Without it, the service cannot be provided to the Scholar.

E. Demands regarding consumer law

The Guardian demands the provision of EpiXpert Services before the expiry of the 14-day termination period: YES / NO

If the Guardian requests the commencement of the provision of EpiXpert Services before the deadline for termination of the Agreement, then in the event of such termination, s/he shall bear the costs of the EpiXpert Services fulfilled until the termination of the Agreement.

Date: Name and Surname of the Guardian: Guardian's Signature: