

TERMS AND CONDITIONS OF THE „TOP DISRUPTORS IN HEALTHCARE” REPORT

Last updated on January 23,2024

I. General section: Principles and Assumptions

1. Why may You want to fill in the questionnaire in the Report?

We notice that there are many companies that have the willingness and opportunities to invest in young, promising startups, as well as many healthcare institutions that look for innovative solutions, but it is not easy to start cooperation. All parties agree that they lack knowledge about the possibilities, up-to-date information from the market and the basis for a conversation that would enable cooperation between them. The Report we are preparing is the first step that will facilitate building partnerships and will support You in achieving Your current goals, as well as medical companies and investment funds, enabling them to establish cooperation with interesting startups.

2. Why do we ask You for this particular scope of information/data?

The list of questions has been designed through consultations with recognized Investment Funds and leaders in the medical industry. It will allow us to prepare an entry about Your project containing basic information about the product, development stage and needs. Some of the questions in this survey are obligatory, because only in this way can we present Your solution to potential clients and investors in a full and valuable way. We have also prepared a few additional questions - the answer to them is optional, but it will help us understand the idea of Your business enough to recommend to You the right investors and partners who can support the implementation of Your goals!

3. Who will access the data indicated in this survey?

The data will be accessed by:

1. Ligia Kornowska-Najbuk, running a business under the name of the company wZdrowiu Ligia Kornowska-Najbuk, NIP: 5272863628,
2. wZdrowiu limited liability company with the office of the company in Warsaw, KRS: 0000953569

(hereinafter referred to as: "organizer" or "controller"), these entities will also be controllers of personal data included in the survey. Personal data will be used for the purpose indicated below - the information obligation under Art. 13 and 14 of the GDPR can be found in the next section.

4. What will we do with the data indicated in the survey?

a) We will use some of the indicated data to create a publicly available report on startups and its subsequent editions. Information with an annotation that it will appear only in the extended version of the Report will be provided only in accordance with point 4. b-e. We reserve the right to publish only part of the information about Your startup.

b) We can also share the data indicated in the survey with potential investors and companies operating in health care / life sciences in order to interest them in Your startup - we will oblige them to keep the data confidential, but we are not responsible for their actions with regard to this data.

c) We can also use the data indicated in the survey for marketing purposes, including offering Your startup additional benefits (e.g. consulting, participation in conferences or workshops, etc.), for this

purpose we may disclose them to third parties, we will oblige these entities to maintain the confidentiality of the data, we do not respond for their actions in relation to this data. We can also use this data by sending commercial information by electronic means.

d) We may also share the data indicated in the survey with entities that have paid for the full version of the Report, provided that they are required to maintain the confidentiality of the information available only in the full version of the Report.

e) The data indicated in the survey can be placed on a data exchange platform with the working name Heliosphere, connecting the healthcare & life sciences startup environment with the public party, investors, medical centers and the private sector (med / tech / legal etc.) ("Heliosphere"), however, we are not responsible for the correct and constant operation of this platform and we do not guarantee that the data will be placed there.

5. Will I be paying for something?

a) filling in the survey and publishing the startup in the report are free of charge for the startup;

b) In case of additional activities for Your startup, e.g. acquiring an investor and / or handling transactions, providing consulting or other promotional services, in some situations, we can propose the implementation of these activities for a fee - in this situation, You will receive a specific offer from us with a cost estimate. We will not surprise You unpleasantly.

6. Who is this survey for?

As part of the Report, we will collect data and place information about entities in the healthcare sector from the following countries of Europe: Estonia, Latvia, Lithuania, Poland, Czechia, Slovakia, Hungary, Slovenia, Croatia, Romania, Bulgaria, Ukraine, Montenegro, Serbia, Albania, Bosnia, Moldova.

If You are not an entity from this industry, but You operate in the life sciences sector, we can still place Your data on the Heliosphere platform.

II. Material approvals and declarations

We make sure that our projects are carried out in accordance with legal requirements and with the highest standards. Therefore, it is necessary to express consents and statements that will allow us to carry out the work. In this section, we present the content of declarations and consents at the end of the survey.

1. By sending the material, the applicant as authorized by the start-up declares that they:

- a. read the content of these terms and conditions,
- b. has effective legal authority to represent the start-up and, if applicable, the individuals operating within the start-up,
- c. start-up is the creator of the material sent and that they has full copyright and related rights to the material, unlimited in any way to any third party,

- d. obtained the consent of all persons whose image was recorded as part of the material for the free publication of their images in the scope specified in these regulations,
- e. the material does not violate applicable law,
- f. the material does not contain false and misleading information,
- g. the fullest extent permitted by law, release the Organizer from liability for claims of third parties related to the use of the material by the Organizer to the extent specified in these regulations, in particular, claims for infringement of copyright, image rights and resulting from the presence of false or misleading information in the material; this obligation also applies to the reimbursement of any costs incurred by the Organizer in connection with third party claims,
- h. consents to the use of the submitted material in whole or in part by the Organizer in order to promote start-up activities, without time and territorial restrictions,
- i. agrees to mark the material with the name provided by him when sending the material or make it available anonymously, depending on the Organizer's decision,
- j. any personal data provided during the submission of the material shall be provided voluntarily and consented to their processing now and in the future by the Organizer in order to publish the material under the license referred to in paragraph 2,
- k. in the case of transferring personal data of third parties, he declares that they have an appropriate legal basis for their disclosure, and undertakes to fulfill the information obligation on behalf of the controller,
- l. agrees to be contacted by e-mail to the e-mail address or e-mail addresses provided by the Organizer, partners of the given edition of the Report (the list of partners will be posted on the Organizer's website, and will also be indicated in the Report and made public), other people who will purchase a subscription necessary to receive the full version of the Report and users of the Heliosphere portal, whereby, in the case of providing e-mail addresses belonging to third parties, they have the appropriate authorization to consent on their behalf to be contacted in accordance with this section,
- m. agrees to be contacted by the Organizer and partners of a given edition of the Report as part of terminal equipment and automatic calling systems for the purposes of direct marketing - the list of partners is attached to the Regulations, and will also be indicated in the Report and made public. In the case of providing phone numbers belonging to third parties, they have the appropriate authorization to consent on their behalf to be contacted in accordance with this section.

2. By sending the material, the start-up applicant grants the Organizer a free, irrevocable license enabling him to use the material unlimited in time and space ("Material") by:

- a. public sharing of the Material in such a way that everyone can have access to it at a place and time chosen by them on the Organizer's websites and other websites independently or as part of the Report, and to the paper version of the Report;
- b. making the Material available to individuals for a fee;
- c. additionally use in the scope of all the fields of use known on the date of sending the Material, in particular those indicated in Art. 50 of the Copyright and Related Rights Act:
 - in the field of recording and reproducing the Material - producing copies of the work using a specific technique, including printing, reprographic, magnetic recording and digital technology;
 - within the scope of trading the original or copies on which the Material was recorded - marketing, lending or renting the original or copies;
 - in the scope of disseminating the Material in a manner other than specified above - public performance, exhibition, display, reproduction as well as broadcasting and rebroadcasting.
- d. any recording and reproduction of the Material.

3. The Organizer reserves the right not to admit the publication of the submitted Materials, in particular the rejection of the Materials.

4. The Organizer reserves the right to introduce additions, shortcuts or modifications to the Materials sent, including transfer to another technique and incorporation of the Material into another work, used in the fields indicated in paragraph 2, and combining with other works, and the Participant agrees to the Organizer's use of studies and works of this type and the exercise by the Organizer of derivative rights to the Materials.

5. The Organizer reserves the right to select and publish only some of the Materials received.

6. The Organizer is not responsible for the consequences of sending Materials in a manner inconsistent with the Terms & Conditions.

7. In the event that the irrevocability provision of the license is deemed invalid, the termination period of the license to the Materials shall be 10 years from the date of transfer of the Materials.

8. The transfer of the Materials by You/The Start-Up and the granting of the license is free of charge - the Organizer is not obliged to pay remuneration for the granting of the license to the Materials in its favor.

9. In case of possible discrepancies between different language versions of the Regulations, the Polish-language version shall prevail.

III. GDPR - information obligation under Art. 13

Pursuant to Art. 13 sec. 1 and sec. 2 and art. 14 of the General Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC ("GDPR") I would like to inform You that:

1. Personal data controller

The controller of Your Personal Data is:

- a) Ligia Kornowska-Najbuk, having a business under the name of the company wZdrowiu Ligia Kornowska-Najbuk, NIP: 5272863628, Żelazna Street 59/ 1405, 00-848 Warsaw, phone number: 690875075
- b) wZdrowiu limited liability company with the office of the company in Warsaw, KRS: 0000953569, Żelazna Street 59/ 1405, 00-848 Warsaw, phone number: 690875075

2. Purposes and grounds for processing personal data

The controller processes Your personal data included in the survey on the basis of Your consent (Article 6 (1) (a) of the GDPR) for the following purposes:

- a) creating a publicly available startup report and its subsequent editions,
- b) take actions aimed at making Your startup interested in potential investors and companies operating in health care / life sciences,
- c) direct marketing, including offering You additional benefits (e.g. consulting, participation in conferences or workshops, etc.), as well as sending commercial information by electronic means,
- d) placing them on the Heliosphere data exchange platform, connecting the healthcare & life sciences startup environment with the public party, investors, medical centers and the private sector (med / tech / legal etc.).

The consent granted may be withdrawn at any time, which is tantamount to deleting You from the Report. Withdrawal of consent does not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.

Providing Your personal data is voluntary, however, without providing Your personal data, it will not be possible to include information about Your activities in the Report.

3. Recipients of data

The recipients of Your personal data may be, among others: companies providing consulting services, companies providing auditing services, Investment Funds, providers of cloud solutions used by the Organizer, as well as partners of the Report, people who purchased a subscription necessary to receive the full version of the Report and Heliosphere users. The general public may be the recipients of the basic version of the Report.

4. Data retention period

Your data will be processed for the period necessary to publish and use the Report, no longer than until the consent is withdrawn. In the event of any claims, Your data may also be processed to defend / pursue these claims, as a legitimate interest pursued by the controller.

5. Rights of data subjects

You have the right to:

- **access to data;**
- **data rectification**, e.g. when they are incorrect or incomplete;
- **data deletion**, e.g. when the data is no longer necessary for the purposes for which it was collected by the controller; withdraw consent to data processing; objecting;
- **data processing restrictions**, e.g. when the data is incorrect - for a period allowing the controller to check the correctness of the data;
- **objecting to the processing of personal data** in the case of data processing on the basis of the legitimate interest of the controller;
- **data transfer**, e.g. when data processing takes place on the basis of Your consent or a contract concluded with You and the processing is carried out automatically;
- **not to be subject to automated decision making, including profiling.**

You have the right to lodge a complaint regarding the processing of personal data to the President of the Office for Personal Data Protection.

6. Information on automated decision making, including profiling

Your data will not be subject to the processes of automated decision making, including profiling.

IV. GDPR - information obligation under Art. 14 GDPR

Due to the receipt of Your personal data from third parties, in accordance with art. 14 of the General Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC ("GDPR") I would like to inform You that:

1. Personal data controller

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2. Purposes and grounds for processing personal data

The controller processes Your personal data contained in the survey on the basis of its legitimate interest in creating a report by the controller and using the data for marketing the controller's own services (Article 6 (1) (f) of the GDPR) for the following purposes:

- a) creating a publicly available startup report and its subsequent editions,
- b) take actions aimed at making Your startup interested in potential investors and companies operating in health care / life sciences,
- c) direct marketing, including offering You additional benefits (e.g. consulting, participation in conferences or workshops, etc.), as well as sending commercial information by electronic means,
- d) placing them on the Heliosphere data exchange platform, connecting the healthcare & life sciences startup environment with the public party, investors, medical centers and the private sector (med / tech / legal etc.).

3. Categories of personal data:

The categories of personal data processed are:

- a) name and surname,
- b) telephone number,
- c) e-mail address,
- d) data contained on the profile on LinkedIn,
- e) professional achievements,
- f) competences,
- g) place of employment.

4. Recipients of data

The recipients of Your personal data may be, among others: companies providing consulting services. Companies providing audit services, Investment Funds, as well as partners of the Report.

5. Data retention period

Your data will be processed for the duration of the legitimate interest of the controller and the purpose of data processing. In the event of any claims, Your data may also be processed to defend / pursue these claims, as a legitimate interest pursued by the controller.

6. Source of personal data

We have received Your data from the person who completed the questionnaire concerning the report "TOP DISRUPTORS IN HEALTHCARE".

7. Rights of data subjects

You have the right to:

- **access to data;**
- **data rectification**, e.g. when they are incorrect or incomplete;
- **data deletion**, e.g. when the data is no longer necessary for the purposes for which it was collected by the controller; withdraw consent to data processing; objecting;
- **data processing restrictions**, e.g. when the data is incorrect - for a period allowing the controller to check the correctness of the data;
- **objecting to the processing of personal data** in the case of data processing on the basis of the legitimate interest of the controller;
- **data transfer**, e.g. when data processing takes place on the basis of Your consent or a contract concluded with You and the processing is carried out automatically;
- **not to be subject to automated decision making, including profiling.**

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