This Agreement applies to the Services (defined below) provided in conjunction with the Merlin.net™ Patient Care Network.

IMPORTANT– Please read the following Agreement together with the documents referred to on it carefully before proceeding. This is a legal document between you and us (as both terms are defined below). Before using the Services (defined below), you should read carefully this Agreement as it governs use of the Services.

Your use of the Services constitutes, and is conditioned upon, your agreement to be bound by this Agreement. By clicking "accept", you explicitly consent and agree that this Agreement will apply to your use of Merlin.net. If you, or a person on whose behalf you are using Merlin.net, do not agree to this Agreement, do not click accept and do not use Merlin.net.

By accepting this Agreement and using Merlin.net, you affirm that you are agreeing either on your own behalf, or on behalf of another person for whom you have actual authority to legally bind that person to this Agreement. If you are a person accessing and using Merlin.net on behalf of, or for the benefit of, any corporation, partnership, hospital, national health service organization, or other entity with which you are associated with, employed, or engaged by (a "Clinic"), then you are agreeing to this Agreement on behalf of both yourself and such Clinic, and you represent and warrant that you are duly authorized to bind such Clinic to this Agreement.

Any terms in any purchase order or other documentation issued by or on behalf of you that contains additional or conflicting terms or purports to replace, reject, modify, or be a counteroffer to this Agreement are expressly rejected and are void as such.

Any words following the terms "including," "include," "in particular," "for example" or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words. Headings in this Agreement are for your convenience only, and do not limit, define, or fully explain each section.

1. **Information about Us:** Merlin.net is a Site operated by Abbott.
2. **Key Terms:** The following terms have the following meaning in this Agreement:

   Administrator. The Merlin.net system administrator to whom the Clinic provides an administrator ID for creating, administering and maintaining clinic IDs.

   Agreement. These Terms and Conditions, together with the documents referred to herein, including any updates posted at www.merlin.net or other such URL as we may provide.

   Commands. Commands or parameters you directly submit into the Services or that you direct us to submit on your behalf that are transmitted to a Monitor to assist you in monitoring and/or managing certain Patient's Devices. Commands are not Data.

   Data Protection Laws. All applicable laws, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality, security, integrity and protection of personal data, as amended or superseded from time to time, and any related national implementing legislation.

   Data. Patient data or information collected from a Device through a Monitor and uploaded to the Services and data submitted by you through the Services.

   Device. Any implanted cardiac device compatible with Merlin.net™ PCN that is obtained from us or any of our subsidiaries or affiliates.

   Locations. Any place where you receive the Services or where the Services are performed. For example, "your Locations" include the clinical sites where Patients are treated. "Our Locations" include our facilities or other places where we perform the Services.

   Merlin.net Privacy Notice. The Privacy Notice available at https://www.cardiovascular.abbott/int/en/policies/merlin-net.html.

   Monitor. Electronic equipment or applications in whatever form used to transmit Data and/or transmit/receive Commands as part of the Services and to assist the Clinic or User in monitoring and/or managing a Patient's Device. Monitors may be portable and may include, smartphones, tablets, tabletop transmitters and other electronic equipment used by a Patient or by medical personnel. Monitors may also include any other hardware on which the Patient Mobile App is installed. Monitors may or may not be provided and/or supported by us.

Patient. Any individual patient whose Abbott Device a Clinic or User monitors and/or manages via the Services.

Patient Mobile App. A mobile application provided by us and used as a Monitor by a Patient in connection with a Patient's use of a Device.

Services. The online and other services and hardware we provide to you, each where offered, under this Agreement associated with the Merlin.net PCN located at www.merlin.net, or other such URL ("**Merlin.net**" or "**Site"**) as Abbott may provide to you, and which is used to support the Devices; technical support and maintenance; training; Patient education and assistance, including with the setting up and activation of remote monitoring on Merlin.net, including the remote, contactless pairing of the Device to a Monitor where such Services are available; collection and hosting of Device-related Data; reporting; and upon request, assistance with the interpretation or analysis of certain Device-related information. The Services may also include, upon your instructions and authorization, and following Patient enrolment, Abbott directly contacting Patients on your behalf to provide online and/or telephone support related to Monitor set-up, its operation and/or connectivity to Merlin.net and/or to ship a separate Monitor, where necessary and available. The Services may request provision by you of a specific login to Merlin.net for Abbott to support patient enrolment. Depending on the Device implanted in a Patient, the Services may permit you to tell your Patient about adjustments you make to their medications or permit you to make other treatment changes. The Services do not include the provision of any medical advice or assistance by Abbott to Patients. The Services are designed exclusively for the support of Abbott Devices obtained from us or our distributors.

User. Any medical or healthcare provider, physician (and their duly authorized representatives and agents) or other user associated with a Clinic and provided by that Clinic with user credentials to access and use Merlin.net.

We, us, our and/or Abbott. "We", "us" and "our" will refer to the relevant Abbott company as set out in Section 39 which is the counterparty to this Agreement. The relevant Abbott company may use other Abbott affiliated companies to provide and perform the Services. "Parties" means you and the relevant Abbott company for your Location.

You, your, and yours. The Clinic, Administrator or User.

3. Description of the Merlin.net Services: The Services are designed to assist you in monitoring and managing aspects of Patient Data and/or Devices and, where compatible, export Data to an electronic health record system. The Services are dependent upon access to the internet, telecommunication systems, third-party service providers, platforms, software and Monitors, that may not be provided by us. We are not responsible or liable for any third party's performance, delayed performance, errors, damage or loss of Data or non-performance. The Services allow the Clinic to remotely gather certain information about the Patient's Device from the Clinic's location and, where offered and approved, may allow Users to remotely adjust a Patient's Device.

Services are not health services directly used by Patients, and we are not a provider or supplier of any health care services. YOU SHOULD INSTRUCT YOUR PATIENTS TO CALL YOU OR LOCAL EMERGENCY SERVICES IF THEY SUSPECT THEY MAY HAVE A MEDICAL EMERGENCY. Our technical support personnel are not authorized to tell the Clinic's Patients about the substance, meaning, or possible consequences of any Data transmitted from the Patient or their Device.

The Services may be limited from time to time, and we cannot guarantee that the Services will be available at all times. To function properly, the Services require many kinds of mechanical, electrical, computational, transmission, communication and human factors, each of which are subject to limitations, errors, and untimely failures from time to time. Many of those factors are outside the control of either party.

4. Service Access: Access to the clinical parts of our Site is restricted to Users. Users of our Site are provided with unique User IDs by the Clinic with which they are associated and must choose a password of their choice to sign on to our Site. Users must provide personal contact information, and you must ensure that your information is kept up to date at all times. User IDs and passwords constitute an electronic signature and will be used by us to authenticate access to our Site. If a User opts to sign onto Merlin.net, the User will be able to take advantage of the non-public sections of our Site. If a User opts not to sign onto our Site, their access to our Site will be restricted to the public sections of our Site only. If you are provided with a User ID, password or

any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any User ID at any time, if in our opinion, you have failed to comply with any of the provisions of this Agreement. You may only use our Site as set out in this Agreement. Any illegal or unauthorized use of our Site shall constitute a violation of this Agreement. You do not have permission to access our Site in any way that violates this Agreement or breaches any applicable law. You agree to keep your and your Patients' Data accurate, current and complete. You may print off or download extracts of page(s) from our Site for your use in Patient care or insertion into a Patient's electronic health records only.

5. Content: Our Site is intended for the exclusive use and support of certain Abbott Devices. You acknowledge and agree that the Site and the Services are provided to enhance your care of your Patients, and you understand that these are not a substitute for your professional judgment or for your responsibilities to your Patients. Unless otherwise stated, our Site is for information only. Health information content appearing on Merlin.net is based on information provided by health care practitioners and Device-related Data transmissions from Patients. Health information content appearing on Merlin.net, is not intended as, and shall not be received or construed as Patient-specific advice or a substitute for Patient-specific advice. Any of the health information content on Merlin.net may be out of date at any given time, and we are under no obligation to update such content since it is based on information provided by Users and Device-related data transmissions from your Patients.

YOU ACKNOWLEDGE THAT WE ARE NOT A HEALTHCARE PROVIDER AND DO NOT PROVIDE MEDICAL ADVICE TO PATIENTS. YOU ACKNOWLEDGE THAT THE HEALTH INFORMATION CONTENT ON OUR SITE IS NOT INTENDED NOR RECOMMENDED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, IS FOR GENERAL INFORMATION ONLY, AND IS DESIGNED TO SUPPORT, NOT REPLACE, THE RELATIONSHIP THAT EXISTS BETWEEN HEALTH CARE PRACTITIONERS AND THEIR PATIENTS. WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND RELATED COMPANIES ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE CONTENT, INCLUDING BUT NOT LIMITED TO HEALTH INFORMATION CONTENT, POSTED ON OUR SITE OR FOR THE ACCURACY, TRUTHFULNESS OR CONTENT, INCLUDING BUT NOT LIMITED TO HEALTH INFORMATION CONTENT, OF OUR SITE AND NEITHER YOU, NOR ANYONE WHO YOU MAY INFORM OF ITS CONTENTS, SHOULD RELY ON SUCH CONTENT FOUND ON OUR SITE.

YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR THE COMMANDS AND YOUR RELIANCE ON, AND DECISIONS YOU MAKE WITH RESPECT TO, THE DATA AND OTHER INFORMATION DISPLAYED THROUGH THE SERVICES. WE ARE NEITHER RESPONSIBLE NOR LIABLE FOR THESE COMMANDS OR YOUR RELIANCE ON THE INFORMATION MADE AVAILABLE THROUGH THE SERVICES. Our personnel are not authorized to tell Patients about the substance, meaning, or possible consequences of any Data.

6. Prohibited uses of our Site and Services: We reserve the right to disable any User ID at any time if, in our opinion, you have failed to comply with any of the provisions of this Agreement applicable to you. When using our Site you may not engage in the prohibited uses set out below. Where required by law, Users must neither enrol a Patient nor create any Patient profile in Merlin.net without having first obtained their informed, voluntary and explicit consent. You agree that you will NOT use the Services or Site:

(i) to harm or attempt to harm any person, including minors, or gather, store or upload data on any Patient or person without first having received their prior consent, where required by applicable law, or without otherwise being authorized to do so;

(ii) to transmit advertising or other unsolicited promotional materials, or frame or link to our Site, unless we expressly authorize such frame or link in writing;

(iii) to copy, reproduce, republish, upload, post, transmit, export or distribute in any way any material, documentation, or other information from or about the Services without our prior written approval, except as specifically provided in this Agreement or where you have obtained our prior written approval to integrate the Services into your electronic health records system; except to the extent such restriction is prohibited under applicable law;

(iv) in an unlawful manner or otherwise violate any law, statute, ordinance or regulation;

(v) to attempt to use, resell, redistribute, broadcast or transfer the health information content or use the health information content derived from our Site in a searchable, machine-readable database, except as otherwise authorized or used in a Patient's electronic medical record;

(vi) to collect personal information about Users or Patients in violation of the Merlin.net Privacy Notice or otherwise;

(vii) to upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Site or the Services or designed to surreptitiously intercept or expropriate any system, Data or personal information;

(viii) to interfere with or disrupt the Site (including accessing the Site through any automated means, such as scripts or web crawlers), or any servers or networks connected to the Services, or any policies, requirements or regulations of networks connected to our Site (including any authorized access to use or monitoring of data or traffic thereon) or otherwise use any device, software, or routine to interfere with the proper working of our Site or with any other person's use of our Site;

(ix) to disclose information about the Services or Site features or performance to any third party without our prior consent, except as required for legal or regulatory purposes or to assist in the provision of your medical treatment of a Patient or otherwise use our Site in any manner that could damage, disparage, or otherwise negatively impact us;

(x) to create derivative works from, integrate with any other computer systems or programs, reverse engineer, decompile, or disassemble the Services, Monitor or any software, hardware, components or other parts that make up the Services;

(xi) to gather, store or upload personal information, including health information, on any other persons of the Site or Services or any Patient with a Device in connection with any of the foregoing prohibited activities, or

(xii) to infringe any person's intellectual property rights (including uploading any content to which you do not have the right to upload).

If you print, copy, republish or download any part of our Site in breach of this Agreement, you must destroy any unauthorized copies of materials you may have made.

7. Trademarks: Merlin.net™ PCN and related brands are trademarks and service marks of Abbott and its related companies in various jurisdictions and any goodwill that may arise from the Merlin.net PCN™ and related brands trademarks and service marks via use of the Services shall inure to the benefit of and, where applicable, shall be assigned to Abbott. Other trademarks are the property of their respective owners. No licence or right, express or implied, is granted to you in any of the aforesaid trademarks. You further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Merlin.net™ PCN or Services. No use of any Abbott logo, service mark, trademark, trade name, or trade dress may be made without the prior written authorization of Abbott, except to identify the product or services of the company.

8. Proprietary Rights: You acknowledge and agree that Abbott and/or its licensors own all legal rights, titles and interest, including all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights in and to the Merlin.net, Services and Monitors we provide, including but not limited to design, graphics, user interface, page headers, images, illustrations, audio clips, text, the scripts, database structures and software used to implement the Site, and any software or documents provided to you as a part of and/or in connection with the Services, including all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Merlin.net, Services and Monitors contain proprietary and confidential information that is protected by applicable intellectual property rights and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Merlin.net and related Services in compliance with this Agreement. No portion of the Site or Services may be reproduced in any form or by any means, except as expressly permitted in this Agreement or where permitted by applicable law. You shall not remove any product or Device identification, copyright notices or proprietary restrictions from Merlin.net. You expressly acknowledge and agree that the Services are licensed and not sold to you, and that Abbott, its licensors, affiliates and

suppliers, grant you a non-exclusive, non-sublicensable and non-transferable license to use Merlin.net on the basis of this Agreement, and that your use of Merlin.net is also subject to any rules or policies applied by Abbott's third-party providers. You therefore agree that Abbott and/or its licensors do not transfer to any User any ownership or proprietary rights in Merlin.net, any intellectual property rights, or any other technology, information or materials, and as between the Parties, Abbott, its affiliates, its suppliers, and its licensors, retain exclusive ownership of all rights, titles and interest in and to all aspects of Merlin.net, any intellectual property rights, and all other technology, information and materials, as well as any and all copies or modifications thereof (by whomever and whenever made). RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY ABBOTT AND/OR ITS LICENSORS. The use of this material and the associated rights of Abbott, its affiliates and its suppliers, are hereby acknowledged except solely to the extent that the foregoing is ineffective in certain countries/states/provinces/jurisdictions.

9. Feedback: Any data, comments or materials that you supply or if you transmit any ideas, information, concepts, know-how or techniques or materials to us or provide to Abbott in order to receive support or for improving or modifying the Services, Monitor or any software, hardware, components or other parts that make up the Services, including feedback data, such as questions, comments, suggestions or the like ("Feedback"), shall be deemed to be non-confidential and non-proprietary. Abbott shall have no obligation of any kind with respect to such Feedback and shall be free to reproduce, use, disclose, exhibit, display, transfer, create derivative works and distribute the Feedback (other than Data and personal information which might be included in the Feedback but is subject to section entitled "License" below) through our Site or otherwise, and your Feedback shall become the exclusive property of Abbott and can be used by Abbott for any purpose without compensation to you. Furthermore, Abbott shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including developing, manufacturing and marketing products incorporating such Feedback.

10. License: Abbott does not claim ownership of personal information that you transmit or submit to the Site or via the Services. By disclosing your personal information to Abbott, you grant it a worldwide, royalty-free, transferable, non-exclusive, sublicensable and fully paid up license to use, distribute, reproduce, modify, adapt, publish and translate such data for the purpose of providing you with the Services for the period in which Abbott is obligated to provide you with such Services. Abbott may create, access, retain, use or disclose to third-party researchers, aggregated, anonymized, de-identified (or pseudonymized to the extent permitted by your law) data derived from the Services for the purposes of research, to evaluate how the Services are provided, to evaluate its use and its various components and equipment, to evaluate performance or impact on clinical staff or across clinics, to enhance the functioning of the Site and Devices, to validate Site or Monitor upgrades, or for product development and quality and safety of medical devices. You agree that the license herein permits Abbott to take any such actions. Where personal information is provided to third-party suppliers to assist us with the provision of the Services, they are required to keep personal information confidential and secure and may only use personal information to the minimum extent necessary.

11. Provision of the Services by Abbott: We will provide the Services in accordance with this Agreement. The Services may be unavailable: (a) for planned or unplanned downtime, maintenance, modification, or suspension, (b) power utility failures (including load-shedding) and telecommunications failures, or (c) when caused by circumstances beyond our reasonable control, including without limitation, and where legally permitted, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving our employees), Internet service provider failures or delays, failures or delays of any third party platforms, services or software or application stores or Monitors provided by third parties, utilized by the Patient in connection with the Services, or denial of service attacks.

Services support and training will be provided to the Clinic by Abbott's local service representative or distributor. We may provide additional online or telephone-based training and support for the Services and technical support may be provided by an Abbott affiliated company.

The Services may change over time as features are added or changed. We reserve the right from time to time and in our sole discretion to add, change, and remove certain functionality, and otherwise improve the Services. For the most current description of the Services at any time visit www.merlin.net or contact the service representative or distributor that handles your Clinic's customer account. We will make commercially reasonable efforts to notify you in advance of material changes and ask for your agreement to those change if required by applicable law. From

time to time, there will be Service upgrades, or emergency updates, and we may not be able to provide the Services to you at those times. When reasonably possible, we will give you prior notice if we are unable to provide the Services.

We will use commercially reasonable efforts to ensure that Data and Commands transmitted via the Services is maintained accurately and is available to you free from viruses and other defects.

You agree that we are not responsible or liable for the form, availability, accuracy, timeliness, or content of any Data or Commands beyond such commercially reasonable efforts.

We may provide Monitors that are new or refurbished, and all warranties, conditions and other terms implied by law or statute are, to the fullest extent permitted by law, excluded from this Agreement.

We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of Data and Commands over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

As well as providing Merlin.net to the Clinic to monitor a Device and Data, Abbott will also provide the Clinic with technical and clinical support pursuant to our contract with the Clinic. The Clinic or a User may authorize Abbott staff to access Data where necessary for it to receive the Services, including to receive technical and clinical support, such as assistance with debugging, upgrading or troubleshooting the Services or interpreting Data transmitted from a Device. When Abbott undertakes this processing on the Clinic's behalf or at the Clinic's request, Abbott does so as a processor/operator.

12. Clinic obligations: As a condition of receiving the Services, the Clinic agrees that:

(i) it is responsible for supervising, monitoring, and training its employees, representatives, contractors, agents, and others at the Clinic, and each User that it authorizes to use the Services at the Clinic's locations, to ensure proper use and security. The Clinic will limit access to the Services at its locations to duly authorized Users. The Clinic will be responsible for their Users' (a) use of the Services, (b) compliance with this Agreement and (c) for the consequences of any breach of security that is caused by such Users or that occurs at Clinic location.

(ii) it will comply with the Services procedures, guidelines, updates, and changes as they exist from time to time;

(iii) it will ensure all Users of the Services comply with this Agreement, user manuals, updates and any laws and regulations that apply, and Clinics are solely responsible and liable for any non-compliance;

(iv) it and its Users will promptly report to us any defects or problems Users observe with the Services, and will fully cooperate with us in resolving such issues;

(v) it will promptly report to us any security incident at cybersecurity@abbott.com or personal data breach at cnprivacy@abbott.com connected to the Services that you observe or reasonably suspect, and fully cooperate with us, law enforcement or other applicable regulatory body in addressing the breach;

(vi) upon our reasonable notice, it will make its locations available to us during normal business hours for technical service and support, and at other times for critical service and support;

(vii) it acknowledges and agrees that the Services are provided to enhance the Clinic's care of its Patients, but you understand that the Services are not a substitute for your professional judgment or your responsibilities to your Patients;

(viii) it will be responsible for providing health care to its Patients when the Clinic uses the Services, including conducting a timely review of the Data and following up by arranging appropriate health care to its Patient or, where applicable, scheduling for Patient monitoring; and

(ix) it will be responsible for obtaining and maintaining any internet connections, power supplies, computing equipment, supplies, third-party software and personnel

necessary for Users to receive the Services. The Services may require the use of software provided by unaffiliated third parties (e.g., a web browser and Adobe PDF viewer) ("**Third-Party Software**") to enable the full functionality of the Services. The Clinic's use of Third-Party Software shall be subject to the applicable terms and conditions set forth by the providers of such Third-Party Software, and the Clinic shall comply with such terms and conditions and, if applicable, pay fees for the use of such Third-Party Software. We disclaim all responsibilities, warranties, and liabilities relating to the use of Third-Party Software.

The Data available to the Clinic through the Services are not or intended to be electronic medical records. The Clinic must download and/or print any Data that the Clinic, in its sole discretion, deems necessary to include in Patient's medical records at the Clinic locations.

The Clinic will be provided with an administrator ID. The Administrator ID, User IDs and passwords are equivalent to an electronic signature, which will be used to authenticate access to and use of the Services. The Clinic is responsible for ensuring that the Administrator ID, User IDs and passwords for the Clinic locations are treated as confidential and are unique for each User. The Clinic is responsible for ensuring that all IDs and passwords are not disclosed to unauthorized persons for any reason, and you will be responsible for all actions that take place with the use of IDs and passwords. The Clinic acknowledges and agrees that we are not responsible for the internal management or administration of the Clinic's Users. We may audit the Clinic's use of IDs and passwords for proper use and access to the Services and to identify any changes made to the Data. If there is any reason to believe that an ID or password has been compromised, the Clinic will immediately take all actions necessary to change the affected password, remove the User ID or take such other steps as necessary to protect the Clinic's use of the Services, including by notifying us that the password should be changed. We will change IDs and passwords upon the Clinic's request and reserve the right to change them at any time in the event of a suspected or threatened security breach.

The Clinic shall ensure that all persons provided with a User ID and authorized to process Data have committed themselves and are contractually bound to confidentiality or are under an appropriate statutory obligation of confidentiality ("**Data Secrecy**"). All Users agree to adhere to this duty of Data Secrecy.

Any violation of any of the security requirements under this Agreement by a Clinic or a User may be considered a breach of this Agreement and may result in the immediate loss of the Clinic's or User's access to the Services. Both you and we will promptly report security violations to the other so that proper actions may be taken.

You will not disclose information about Service features or performance to any third party without our prior consent, except as required for legal, regulatory, or accreditation purposes, or to assist in the provision of medical treatment by you of a Patient.

13. Mutual obligations: You and we will cooperate to resolve any problems or faults in connection with the Services. You and we both agree to comply with all applicable laws, rules, and regulations that apply to use of the Services.

14. Confidentiality: You and we will protect and will take commercially reasonable steps to protect, as if it was its own, the other Party's confidential or proprietary information that is indicated as such. Each Party will use the other party's confidential or proprietary information only as allowed by this Agreement and in connection with the Services. Information will no longer be considered confidential if it becomes public without breach of this Agreement, is already known, is independently developed by the receiving Party apart from this Agreement, or is properly obtained from a third party that had a right to disclose the information.

15. Abbott use of content and data: You acknowledge that as a medical device manufacturer, Abbott is subject to certain legal requirements in relation to quality, safety and post-market vigilance and that as a consequence of these legal obligations on Abbott, Abbott may be required to use Services-related data which may be contained in Merlin.net or which relate to Monitors and Devices for the following purposes:

(i) to improve the quality, security and effectiveness of medical devices and systems and to allow for the development of innovative and effective treatment of heart-related conditions;

(ii) to validate Merlin.net Services functionality and upgrades, including monitoring and improving the safety and security of such services;

(iii) where necessary to establish, exercise or defend legal claims or as otherwise required by applicable law; and

(iv) where the Services or Devices are eligible for medical reimbursement or are otherwise entitled to social security, insurance or public funding.

In addition, Abbott may seek to use Data from the Services to conduct research, develop and test medical devices, including new and existing features and functionality and to test and improve the Merlin.net Services, the Monitors and Abbott Devices for product development, data analysis, statistical and survey purposes, and where it seeks to do so, will obtain your or your Patient's consent where required by law.

16. Abbott processing of Patient and User personal data

(i) When providing the Services, Abbott will process personal information of Patients and Users on behalf of the Clinic. A description of the processing of personal information by Abbott is set out in Annex I to this Agreement.

(ii) Notwithstanding Clause 13, each of the Clinic and Abbott agrees to comply with applicable Data Protection Laws as those laws apply to their respective processing.

(iii) Abbott will:

(A) only process personal information of Patients and Users on behalf of the Clinic in accordance with Clinic's documented instructions as contained in this Agreement, including to provide the Services, unless otherwise required or permitted by applicable law. It shall be Clinic's sole responsibility to ensure that the instructions provided to Abbott meet all relevant legal requirements within the applicable territory;

(B) without prejudice to Section 18, implement appropriate technical and organisational measures to safeguard the personal information of Patients and Users, taking into account the state of the art, cost of implementation, and the nature, scope, context and purposes of processing appropriate to the risk, including those measures set out in Annex II to this Agreement;

(C) on request by the Clinic, including within 30 days following expiry or termination of Abbott's provision of the Services, at the choice of the Clinic, delete or return to the Clinic without undue delay all personal information of Users and Patients processed by Abbott on behalf of the Clinic under this Agreement, unless Abbott is required or permitted to retain such personal data pursuant to applicable law;

(iv) Each party agrees, to the extent required by applicable Data Protection Laws, to notify the other of any security event related to the Services that affect the personal information of Users or Patients without undue delay after becoming aware of such breach, and, where appropriate, take measures to mitigate the possible adverse effects of such security event.

(v) The Clinic acknowledges that Abbott is subject to laws in third countries which may require Abbott to process personal information of Users and Patients. To the best of its knowledge, such third country laws will not impact Abbott's compliance with applicable Data Protection Laws.

17. Your data privacy obligations: The Clinic is required and agrees to inform Users and Patients about our processing of personal information in relation to use of the Services. The Clinic and its Users will only enrol those Patients in the Services from whom the Clinic has provided the Merlin.net Privacy Notice, and where required, has obtained prior consent. See https://www.cardiovascular.abbott/int/en/policies/merlin-net.html. Where the Clinic is required by applicable law to obtain Patient consent for the use of information for additional purposes, the Clinic will provide a copy of the executed consents to Abbott. It is a misuse of the Services to enter Data relating to a Patient or any other person without first providing that person with the Merlin.net Privacy Notice, and where applicable, obtaining the Patient's or other person's written acknowledgement or consent or confirmation that the Patient or other person has read and

accepted the Merlin.net Privacy Notice. Abbott will not accept any liability in relation to the Clinic's use of the Services, including the entering of Data relating to a Patient or any other person, where these conditions have not been satisfied.

18. Security: We use commercially reasonable efforts to maintain the ongoing confidentiality, integrity, availability and resilience of the Services. We agree to maintain any information security standards, such as ISO 27001 for the term of this Agreement. Communication between our Site and User accounts is encrypted using secured socket layer (SSL) technology. We do not warrant that the Services will be uninterrupted or error-free.

19. Marketing: Informational content provided by Users of the Services may be used to personalize and target content of any e-mails or SMS you may receive from us that are used to improve our service to you as a User. Visitors and/or Users of our Site will not receive any marketing solicitation from us as a result of visiting our Site nor will we sell or use the information other than in conjunction with the services provided via Merlin.net.

20. Termination: This Agreement is effective for as long as Clinic has an Administrator or User and shall continue in effect until terminated. The Clinic may end this Agreement at any time by giving us 30 days written notice. We may end this Agreement for your material breach by giving you 30 days written notice, unless you cure your breach in that period. We may end this Agreement at any time by giving you 90 days written notice.

21. Liability exclusions and limitations:

(i) WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF OUR SITE FOR ANY PURPOSE. MERLIN.NET™ PCN IS PROVIDED "AS IS" WITHOUT ANY GUARANTEES, CONDITIONS, OR REPRESENTATIONS OR WARRANTIES AS TO ITS ACCURACY. TO THE EXTENT PERMITTED BY LAW, WE AND OTHER MEMBERS OF OUR GROUP OF COMPANIES EXPRESSLY EXCLUDE AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES OR DATA WILL BE ACCURATE, RELIABLE, COMPLETE, TIMELY, AVAILABLE, USEABLE, UNINTERRUPTED OR ERROR-FREE. THE INTERNET CANNOT BE GUARANTEED TO BE 100% SECURE, AND WE CANNOT ENSURE OR WARRANT THE SECURITY OF ANY INFORMATION YOU PROVIDE TO US. IN NO EVENT SHALL WE, OR ANY OTHER MEMBERS OF OUR GROUP OF COMPANIES, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM USE, LOSS OF USE OF DATA, LOSS CAUSED BY A COMPUTER OR ELECTRONIC VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF REPUTATION, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES OR OTHER LOSSES OF ANY KIND OR CHARACTER, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT (OR DELICT) OR ANY OTHER LEGAL ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF OUR SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, EXCEPT AS OTHERWISE EXPRESSLY SET OUT IN ANY APPLICABLE AND DULY EXECUTED TERMS AND CONDITIONS BETWEEN US AND OUR CUSTOMERS GOVERNING THE USE OF MERLIN.NET™ PCN. THIS LIMITATION OF LIABILITY APPLIES TO, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUS THAT MAY INFECT YOUR EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (FOR EXAMPLE, YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS OR OPERATOR ERRORS. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

(ii) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. FURTHERMORE, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

(iii) To the extent permitted by applicable law in no event will we be liable to the Clinic or Users (or the Clinic's patients, employees, contractors, or agents) for any indirect, special,

consequential or pure economic losses, costs, damages, charges or expenses of any kind arising out of or in connection with this Agreement (whether in warranty, contract or tort, including negligence, delict, or product liability even if informed about the possibility thereof), including without limitation medical expenses, legal fees, loss of revenue or profits (whether direct or indirect), loss or interruption of business, loss of goodwill, loss of anticipated savings, loss of use, or loss or corruption of Data or information. In no event will Abbott or any of its any Abbott affiliated companies involved in providing the Services accept any form of liability or be jointly liable with Abbott.

(iv) Except for the indemnification obligations set forth herein, our total aggregate liability to the Clinic (including any liability for the acts or omissions of our employees, agents, consultants and subcontractors) arising out of or in connection with this Agreement or the Services provided hereunder, whether in contract, tort (including negligence or breach of statutory duty), delict, misrepresentation, restitution or otherwise shall be limited to fixing, repairing or otherwise rectifying any Service faults, even if any such loss was foreseeable or contemplated by the Parties, or where applicable, shall not exceed the greater of the amount actually paid by the Clinic for the Services, USD$100.00 or the equivalent amount in the Clinic's jurisdiction calculated based on the time of the claim.

(v) In no event will we be liable to the Clinic (or the Clinics patients, employees, contractors. agents or users) for any losses, costs, damages, charges or expenses resulting from loss, misappropriation, unauthorized access to or modification of Data by any third party, or from mistakes, omissions or delays in transmission of information, or from interruptions in telecommunications connections to the Service, viruses or failures of performance or from the impact of the Services on your information or communications systems, for interception or compromise of the Services, including without limitation the network services or any record or other communication provided by you, any Patient or by us under this Agreement.

(vi) Nothing in this Agreement limits or excludes liability for death or personal injury resulting from negligence, an act or omission for any damage or liability incurred as a result of our fraud or fraudulent misrepresentation or intentional misconduct, or blatant gross negligence, meaning a blatant indifference to a severe degree of negligence equivalent to reckless disregard.

22. Indemnities: We will indemnify the Clinic against any third party claim or action alleging an infringement of their patent, copyright, trademark, trade secret, or other intellectual property or proprietary right arising out of your receipt of the Services in accordance with this Agreement. As a condition of this protection, the Clinic must give us prompt written notice of the action or claim, give us the right to choose legal representation and control the defence, and fully cooperate with us in the defence of any such claim or action.

If any administrative, regulatory, or other third party legal action is brought against us, our employees, agents, or representatives, resulting in any fine, award of damages, or other costs (including legal fees and court costs) for a breach of your obligations and requirements under this Agreement, you agree to indemnify us for any such costs.

The indemnified party will have the right to defend or settle and/or to select legal representation and the indemnifying party shall provide all reasonable assistance, at your expense.

23. Remedies: Violations of this Agreement may be investigated and appropriate legal action may be taken, including civil, criminal or equitable relief. You understand and agree that Abbott, in its sole discretion, and without prior notice, may terminate your access to our Site, remove any unauthorized user content or exercise any other remedy available if we believe, in our sole discretion, that your conduct or the conduct of any person with whom we believe you act in concert with, or the user content that you provide, violates or is inconsistent with this Agreement or applicable law or violates our rights or the rights of our affiliates, licensors or another User of our Site. You agree that monetary damages may not provide us with a sufficient remedy for violations of this Agreement and you consent to injunctive/interdict or other equitable relief for such violations. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

24. Entire agreement: This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

25. Independent contractors: The relationship between the Clinic and us is solely that of independent contractors and nothing in this Agreement is intended to create a partnership or joint venture between the Clinic and us.

26. Assignment: You cannot assign any of your rights or responsibilities under this Agreement without our prior written consent, including in connection with the transfer of control or ownership of your locations or medical practice. We understand that persons and entities under contract to you may perform certain administrative services on your behalf under this Agreement.

27. Benefit of the Parties: You and we specifically intend that you and we are the only beneficiaries of this Agreement. No Patient or other person or entity who is a third party to this Agreement, other than other members of our group of companies as expressly set out herein, shall have any rights under or in connection with this Agreement, unless otherwise entitled by law.

28. Surviving terms: Any part or promise of this Agreement that would, by its practical nature, survive the termination of this Agreement, will survive.

29. Intervening forces: If a party is prevented from performing either its obligations or its purposes under this Agreement due to causes beyond its control, including but not limited to, an act of God, public enemy, war, riot, disaster, storm, earthquake, other natural forces, by government order, decree or advisory, by public emergency, strike, significant curtailment of transportation systems or communications utilities, or by the intentional acts of anyone not a party to this Agreement, then that party, upon written notice to the other, will be excused from that performance for the reasonable duration of that event.

30. Waiver: If either party waives any breach of this Agreement, it will not be considered a waiver of any other breach of this Agreement. Our failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by us of that or any subsequent default or failure of performance.

31. Severability: If, for any reason, any term, provision or part of this Agreement is invalid, illegal or cannot be enforced in any jurisdiction, all other terms, provisions or parts will remain in effect nor affect any other term, provision or part or invalidate or render unenforceable such term, provision or part in any other jurisdiction. The invalid or unenforceable part will be reformed only to the extent necessary to make it valid and enforceable and upon such determination, such reform will seek to give effect to the original intent of the Parties as set out in this Agreement to the greatest extent possible.

32. Reservation of rights in services: Subject to the limited rights expressly granted hereunder, we reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to you other than as expressly set forth herein.

33. Language: The Parties agree that the English language will be the official language of this Agreement and all documents contemplated by this Agreement. If there is any conflict, apparent conflict or ambiguity between any of the clauses of this Agreement in the English language and the translated language, the wording of the English language shall prevail.

34. Applicable law and place of venue: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Location of the Clinic receiving the Services under this Agreement. You agree that this Agreement shall be fully performable in the location of the Clinic receiving the Services under this Agreement, and you agree that the jurisdiction and the venue are properly designated with respect to any proceedings arising from this Agreement or the relationship between the Parties hereto. The Parties hereby agree that the United Nations Convention on Contracts does not govern this Agreement for the International Sale of Goods. Notwithstanding the foregoing, in the event of such breach or threatened breach of your obligations with respect to confidentiality or intellectual property, we will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction.

35. Dispute Resolution: If a dispute arises between the Parties regarding this Agreement, the Parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each Party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure, except to the extent that this Agreement is subject to the exclusive jurisdiction of a country's courts as expressly set out in Section 34.

To begin an ADR proceeding, a Party shall provide written notice to the other Party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other Party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the Parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the Parties are unable to agree on a mutually acceptable neutral within such period, each Party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either Party or its subsidiaries or affiliates. The Parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the Parties).

The ADR process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each Party is relying, proposed rulings and remedies on each issue, and a brief in support of each Party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents. The language to be used in the ADR proceeding shall be English, unless otherwise agreed by the Parties.

The hearing shall be conducted on two (2) consecutive days, with each Party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the Parties on each disputed issue but may adopt one Party's proposed rulings and remedies on some issues and the other Party's proposed rulings and remedies on other issues. The neutral shall rule within fourteen (14) days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the Parties' prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing Party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

(i) if the neutral(s) rule(s) in favor of one Party on all disputed issues in the ADR, the losing Party shall pay 100% of such fees and expenses.

(ii) if the neutral(s) rule(s) in favor of one Party on some issues and the other Party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the Parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the Party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

36. Notice Regarding Apple: This section only applies to the extent you are using our mobile application(s) on an iOS device in connection with the Services. You acknowledge that this Agreement is between you and us only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Services and the content thereof. Your right to use the Services in application form on an iOS device is limited to a non-transferable license to use the application on any Apple-branded products that the user owns or controls and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services. In the event of any failure of the Services to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted

by applicable law, Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation. All such responsibility is allocated between us and you under this Agreement. Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that the Services and/or your possession and use of the Services infringe third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Services. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement. You agree that Apple is not responsible for any maintenance and support services in connection with the Services.

37. Notice Regarding Google: This section only applies to the extent you are using our mobile application(s) on an Android device in connection with the Services. You acknowledge that this Agreement is between you and us only, not with Alphabet Inc. ("**Google**"), and Google is not responsible for the Services and the content thereof. You agree that Google is not responsible for any maintenance and support services in connection with the Services. The Clinic agrees to only use the Data to provide care to Patients.

38. Changes to this Agreement: Abbott reserves the right to change this Agreement at any time at our discretion and without prior notice. Users of our Site are expected to regularly check this Agreement for changes as they are binding on you. We encourage you to review this Agreement every time you use our Site. Updates will be indicated by a change in the Effective Date and your continued use of our Site and continued access to the Merlin.net PCN and Services following any such change constitutes your agreement to follow and be bound by the most recent version of this Agreement. You will be able to store or print out changes to these Terms of Use in legible form.

39. Definition of Abbott. For the purposes of this Agreement, Abbott means your local Abbott affiliated company for your principal Location, as listed at https://www.cardiovascular.abbott/int/en/hcp/products/cardiac-rhythm-management/affiliates.html

40. Contact information: If you have any questions regarding this Agreement, if you no longer wish to be a User of our Site or if a Patient no longer wishes to participate in Merlin.net, please contact us at cnprivacy@abbott.com.

For Clinics in Argentina:

INCORPORATION OF STANDARD CLAUSES OF THE MODEL AGREEMENT FOR THE INTERNATIONAL TRANSFER OF PERSONAL DATA BETWEEN CONTROLLER AND PROCESSOR (Law 25.326)

The Parties to the Contract have agreed to this Agreement based on model contractual clauses:

Data Exporter: Clinic and in general data subjects as described in Annex I

Address: Clinic and data subject location

Applicable Law: Argentina

Competent Authority: Agency of Access to Public Information

Data Importer: Abbott

Address: See Annex II

Importer Contact Details: cnprivacy@abbott.com.

SECTION I: GENERAL ISSUES

Clause 1. Purpose, Parties, Scope of Application and Definitions

1.1. Purpose

a) The purpose of these Model Contractual Clauses is to ensure and facilitate compliance with the requirements of the applicable Law for the international transfer of Personal Data, in order to comply with the principles and duties in the protection of Personal Data.

b) Any interpretation of this Agreement shall take into account these purposes.

1.2. Parties to the Agreement

a) The Parties to the Agreement are the Data Exporter and the Data Importer.

b) This Agreement allows the incorporation of additional importers or exporters as Parties, by means of the form in Annex A following the procedure set forth in Clause 5.

1.3. Scope of Application

This Agreement shall apply to international transfers of Personal Data made between the Data Exporter and the Data Importer in accordance with the specifications in Attachment B. All annexes form part of this Agreement.

1.4. Definitions

Defined terms are identified in this Agreement by their capitalized initials. For the purposes of this Agreement, the following definitions shall apply:

Agreement: this Agreement for the international transfer of Personal Data based on the Model Contractual Clauses together with its cover page and attachments.

Anonymization: the application of measures of any nature aimed at preventing the identification or re-identification of a natural person without disproportionate effort.

Competent supervisory authority: Personal data protection authority of the country of the Exporter or the Importer of personal data.

Cloud computing: model for enabling access to a set of computing services (e.g. networks, servers, storage, applications and services) in a convenient and on-demand manner, which can be rapidly provisioned and released with little administrative effort and interaction with the service provider.

Consent: manifestation of the free, specific, unequivocal and informed will of the holder through which he/she accepts and authorizes the processing of personal data concerning him/her.

Personal Data: any information concerning an identified or identifiable natural person, expressed in numerical, alphabetical, graphic, photographic, alphanumerical, acoustic or any other form. A person is considered identifiable when his or her identity can be determined directly or indirectly, provided that this does not require disproportionate time or activities.

Sensitive personal data: data that refers to the intimate sphere of its owner, or whose improper use may give rise to discrimination or entail a serious risk for the owner. By way of example, personal data that may reveal aspects such as racial or ethnic origin; religious, philosophical and moral beliefs or convictions; union membership; political opinions; data relating to health, life, sexual preference or orientation, genetic data or biometric data aimed at univocally identifying a natural person are considered sensitive.

Automated individual decisions: Decisions that produce legal effects on the Data Subject or significantly affect him/her and that are based solely on automated processing intended to evaluate, without human intervention, certain personal aspects of the Data Subject or to analyze or predict, in particular, his/her professional performance, economic situation, state of health, sexual preferences, reliability or behavior.

Processor: service provider who, as a natural or legal person or public authority, outside the organization of the Controller, processes personal data on behalf of and for the account of the Controller.

Standards: Personal Data Protection Standards for Ibero-American States approved by the RIPD in 2017.

Data exporter: natural or legal person of a private nature, public authority, services, agency or service provider located in the territory of a State that carries out international transfers of personal data, in accordance with the provisions of these Standards.

Data Importer: a private natural or legal person, public authority, service, agency or service provider located in a third country that receives personal data from a Data Exporter by means of an international transfer of personal data.

Applicable Law: is the personal data protection law of the jurisdiction of the Data Exporter.

Administrative, physical and technical measures: measures designed to prevent damage, loss, alteration, destruction, access, and in general, any unlawful or unauthorized use of Personal Data, even if it occurs accidentally, sufficient to ensure the confidentiality, integrity and availability of Personal Data.

Controller: natural or legal person of a private nature, public authority, service or agency that, alone or jointly with others, determines the purposes, means, scope and other matters related to a processing of personal data.

Sub-processor: when a Processor uses another Processor to carry out certain processing activities on behalf of the Controller.

Third Party Beneficiary: Data Subject whose personal data is the subject of an international transfer under this Agreement. The Data Subject is a third party beneficiary of the rights provided for in the MTC and may therefore exercise the rights granted to him/her by the MTC, even if he/she has not signed the model contract between the parties.

Data Subject: natural person to whom the personal data concerns.

Onward Transfer: Transfer of data by the Data Importer to a third party located outside the jurisdiction of the Data Exporter that complies with the safeguards set forth in the MTC.

Processing: any operation or set of operations carried out by means of physical or automated procedures on personal data, related, but not limited to, obtaining, accessing, recording, organizing, structuring, adapting, indexing, modifying, extracting, consulting, storing, preserving, processing, transferring, disseminating, possessing, exploiting and, in general, any use or disposal of personal data.

Personal data security breach: any damage, loss, alteration, destruction, access, and in general, any illicit or unauthorized use of personal data, even if it occurs accidentally.

Clause 2. Effects and invariability of the clauses.

2.1. Modification of the model clauses. Limits

This Agreement based on model clauses establishes adequate guarantees for the Data Subject in relation to the transfers of data from Controllers to Processors, provided that the Clauses are not modified in their essence with respect to the original model, except to complete the cover page and the annexes. This does not prevent the Parties from including the model contractual clauses in a broader contract, or from adding other additional clauses or guarantees, provided that they do not directly or indirectly contradict these model contractual clauses or prejudice the rights of the Data Controller.

2.2. Hierarchy with the Applicable Law. Interpretation

a) This Agreement shall be read and interpreted in accordance with the provisions of the Applicable Law.

b) The Parties may add new definitions of terms, safeguards and additional guarantees in the present model clauses when it is necessary to comply with the Applicable Law and as long as this does not imply a detriment to the protections granted by the model clauses.

c) This Agreement shall not be construed in a manner that conflicts with the rights and obligations under applicable law.

d) This Agreement is without prejudice to any obligations to which the Data Exporter is subject under its law or the applicable Law.

2.3. Hierarchy with other agreements

In the event of contradiction between this Agreement and the provisions of related agreements between the Parties, it is established that the clauses of this Agreement shall prevail.

Clause 3. Third Party Beneficiaries

The Data Subjects may invoke, as Third Party Beneficiaries, the provisions of this Agreement against the Data Exporter and/or the Data Importer and require them to comply with them.

Clause 4. Description of the transfer(s), and the purposes thereof

The details and characteristics of the transfer(s) and, in particular, the categories of Personal Data being transferred and the purposes for which they are transferred are detailed in Annex B to this Agreement.

Clause 5. Incorporation Clause

a) The Parties agree that any entity that is not a party to this Agreement may, subject to the consent of all the intervening Parties, accede to this Agreement at any time, either as a Data Exporter or as a Data Importer by signing the model in Annex A, and completing the other Annexes if applicable.

b) Upon signing Annex A and completing the other Annexes if applicable, the acceding entity shall be considered a Party to this Agreement and shall have the rights and obligations of a Data Exporter or a Data Importer, depending on the category in which it has acceded to the Agreement as indicated in Annex A.

c) The entity acceding to the Agreement shall not acquire the rights and obligations of a Data Exporter or a Data Importer.

SECTION II: OBLIGATIONS OF THE PARTIES

Clause 6. Data Protection Safeguards

6.1. Instructions

The Data Importer shall carry out the Personal Data processing activities without having any decision-making power over the scope and content thereof, and shall limit its actions to the terms and instructions set by the Data Exporter.

6.2. Principle of accountability

a) The Data Exporter warrants that it has made reasonable efforts to determine that the Data Importer can, by applying appropriate technical, legal and organizational measures, fulfill its obligations under this Agreement.

b) The Data Importer shall implement the necessary mechanisms to demonstrate compliance with the principles and obligations set forth in this Agreement, as well as account for the processing of Personal Data in its possession to the Data Controller and to the competent Supervisory Authority.

c) The Data Importer shall permanently review and evaluate the mechanisms it voluntarily adopts for such purpose in order to comply with the principle of accountability, with the purpose of measuring its level of effectiveness as regards compliance with this Agreement.

6.3. Purpose Principle

The Data Importer may not process the Personal Data covered by this Agreement for purposes other than those indicated in Annex B, except when following further instructions from the Data Exporter.

6.4. Transparency

a) Upon request, the Parties shall make a copy of this Agreement available to the Data Subject free of charge. In any case, the Data Importer assumes ex officio the responsibility to inform of its existence. Those sections or annexes of the Agreement containing trade secrets or other confidential information such as Personal Data of third parties or reserved information in terms of the regulations applicable to the Parties may be excluded.

b) The present clause is understood without prejudice to the obligations that the applicable Law attributes to the Data Exporter.

6.5. Accuracy and data minimization

a) If the Data Importer becomes aware that the Personal Data it has received is inaccurate or outdated, it shall inform the Data Exporter thereof without undue delay.

b) In this case, the Data Importer shall cooperate with the Data Exporter to delete or rectify the Data.

6.6. Security Principle

a) The Data Importer and, during the transfer, also the Data Exporter shall establish and maintain administrative, physical and technical Measures sufficient to ensure the confidentiality, integrity and availability of the Personal Data covered by this Agreement; in particular, protection against Personal Data Security Breaches. In determining an appropriate level of security, the parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of the processing, and the risks posed by the processing to the Data Subjects. In fulfilling its obligations under this paragraph, the Data Importer shall implement, at a minimum, the administrative, physical and technical Measures set out in Annex C to this Agreement. The Data Importer shall carry out periodic checks to ensure that these measures continue to provide an adequate level of security.

b) In the event of a breach of security of Personal Data processed by the Data Importer under this Agreement, the Data Importer shall take appropriate measures to remedy the breach and, in particular, measures to mitigate the adverse effects.

c) The Data Importer shall also notify the Data Exporter within seventy-two (72) hours of becoming aware of the Security Breach. Such notification shall include a description of the nature of the Breach (including, where possible, the categories and approximate number of Data Subjects and Personal Data records affected), the likely consequences, and the measures taken or proposed to remedy the Security Breach, including, where appropriate, measures to mitigate its possible adverse effects.

d) When and to the extent that all information cannot be provided at the same time, the initial notification shall provide the information currently available and, as it becomes available, additional information shall be provided without undue delay.

e) The Data Importer shall cooperate with the Data Exporter and assist the Data Exporter in fulfilling its obligations under the applicable Law, especially as regards notification to the competent Supervisory Authority and to the Data Subjects concerned, taking into account the nature of the processing and the information available to the Data Importer.

6.7. Processing under the Data Importer's Authority and Principle of Confidentiality

a) The Data Importer shall ensure that persons acting under its authority only process the Data on its instructions, and shall only grant access to Personal Data to members of its staff to the extent strictly necessary for the performance, management and monitoring of the Agreement.

b) The Data Importer shall ensure that the persons authorized to process the Personal Data maintain and respect the confidentiality of the Personal Data, which obligation shall survive the termination of its relationship with the Data Exporter.

6.8. Processing of Sensitive Personal Data

a) To the extent that the transfer involves Sensitive Personal Data, the Data Importer shall apply the specific restrictions and/or additional safeguards described in Annex C of this Agreement.

b) To the extent that the transfer includes Personal Data concerning children and adolescents, the Data Importer shall give priority to the protection of their best interests, in accordance with the Convention on the Rights of the Child and other international instruments.

6.9. Onward Transfers

a) The Data Importer shall only disclose the Personal Data to a third party upon documented instructions from the Data Exporter.

    i) Furthermore, the Data may only be disclosed to third parties outside the jurisdiction of the Data Exporter if the third party is bound by or consents to be bound by this Agreement. Otherwise, the Data Importer may only effect a Onward Transfer if: For

the case that the Applicable Law so provides, such onward Transfer is to a country that has been the subject of a declaration of adequacy of its level of protection of personal data under the provisions of the Applicable Law, provided that such declaration covers the onward Transfer;

ii) the third party recipient of the Onward Transfer otherwise provides adequate safeguards, in accordance with the provisions of the Applicable Law, with respect to the Personal Data subject to the Onward Transfer;

iii) the Onward Transfer is necessary for the establishment, exercise or defense of claims in connection with specific administrative, regulatory or judicial proceedings;

iv) if necessary to protect the vital interests of the Data Subject or another natural person.

b) Any Onward Transfer shall be subject to the Data Importer adopting the other safeguards provided for in this Agreement and, in particular, complying with the purpose principle.

6.10. Documentation and Compliance

a) The Parties shall be able to demonstrate compliance with their obligations under this Agreement. In particular, the Data Importer shall keep sufficient documentation of the processing activities carried out under instructions from the Data Exporter, which shall be made available to the Data Exporter and the competent Supervisory Authority upon request.

b) The Data Importer shall promptly and appropriately resolve Data Exporter's queries related to processing under this Agreement.

c) The Data Importer shall make available to the Data Exporter all information necessary to demonstrate compliance with the obligations under this Agreement and, upon request of the Data Exporter, shall allow and contribute to audits of the processing activities covered by this Agreement, at reasonable intervals or if there are indications of non-compliance. The Data Exporter may choose to conduct the audit itself or to authorize an independent auditor. Audits may consist of inspections of the Data Importer's physical premises or facilities and, where appropriate, be conducted with reasonable notice.

d) The Parties shall make available to the competent supervisory authority, upon request, the information referred to in the preceding paragraphs and, in particular, the results of the audits.

6.11. Duration of Processing and Deletion or Return of Data

a) Processing by the Data Importer shall only be carried out for the period specified in Annex B of this Agreement.

b) After the Processing Services have been provided, the Data Importer shall, at the Data Exporter's request, either securely delete all Personal Data processed on behalf of the Data Exporter and provide evidence to the Data Exporter that it has done so, or return to the Data Exporter all Data and securely delete existing copies, if the Data Exporter chooses the latter option. Until the Personal Data is destroyed or returned, the Data Importer will continue to ensure compliance with this Agreement. If the law of the country applicable to the Data Importer prohibits the return or destruction of the Personal Data, the Data Importer agrees to continue to ensure compliance with this Agreement and will only process the data to the extent and for the duration required by the law of the Data Importer's country.

Clause 7. Recourse to Sub-Assignees

7.1. Form of authorization of the sub-agent

The Data Importer has a general authorization from the Data Exporter to engage subcontractors on an agreed list. The Data Importer shall inform the Data Exporter specifically and in writing of planned additions or substitutions of sub-sourcers on such list at least 15 business days in

advance, so that the Data Exporter has sufficient time to raise an objection to such changes before the sub-sourcer(s) in question are engaged. The Data Importer shall provide the Data Exporter with the necessary information to enable the Data Exporter to exercise its right to object.

7.2. Contract with the Sub-Processor

a) Where the Data Importer uses a Sub-processor to carry out specific processing activities (on behalf of the Data Exporter), it shall do so by means of a written contract setting out, in substance, the same data protection obligations as those imposed on the Data Importer under this Agreement, in particular as regards the rights of the Data Subjects as Third Party Beneficiaries. The Parties agree that, by complying with this Agreement, the Data Importer also complies with its obligations under the Onward Transfer clause. The Data Importer shall ensure that the Sub-Recipient complies with its obligations under this Agreement.

b) The Data Importer shall provide the Data Exporter, at the Data Exporter's request, with a copy of the contract with the Sub-Forwarder and any subsequent amendments thereto. To the extent necessary to protect confidential information, such as Personal Data, the Data Importer may protect such information prior to sharing the copy.

c) The Data Importer shall remain fully liable to the Data Exporter for the performance of the obligations imposed on the Sub-Sub-Forwardee by its contract with the Data Importer. The Data Importer shall notify the Data Exporter of any breaches by the Sub-Forwardee of its obligations under such contract.

Clause 8. Rights of Data Subjects

a) The Data Importer shall promptly notify the Data Exporter of any request it receives from the Data Subject. It shall not respond to such a request itself, unless the Data Exporter has authorized it to do so.

b) The Data Importer shall assist the Data Exporter in fulfilling its obligations in responding to requests for the exercise of rights attributed to Data Subjects by the applicable Law. In this respect, the Parties shall set out in Annex C on appropriate administrative, physical and technical measures, taking into account the nature of the processing, ensuring that the Data Exporter will be assisted in implementing this clause, as well as the purpose and scope of the assistance required.

c) In fulfilling its obligations under the two preceding paragraphs, the Data Importer shall follow the instructions of the Data Exporter.

Clause 9. Complaints

a) The Data Importer shall inform the Data Subjects, in a transparent and easily accessible format, by individual notification or on its website, of the authorized point of contact for handling complaints. The Data Importer shall handle complaints received from Data Subjects as soon as possible. [OPTION: The Data Importer agrees that Data Subjects may also submit a complaint to an independent dispute resolution body at no cost to the Data Subject. It shall inform Data Subjects, in the manner set out in this paragraph, of this redress mechanism and that they are not obliged to have recourse to it or to follow a specific sequence of redress paths].

b) In the event of a dispute between a Holder and a Party in connection with the performance of this Agreement, such Party shall use its best efforts to amicably resolve the problem in a timely manner. The Parties shall keep each other informed of such disputes and, where appropriate, shall cooperate in good faith to resolve them.

c) The Data Importer agrees to accept and not to dispute, where the Data Subject invokes a Third Party Beneficiary right arising under this Agreement, the Data Subject's decision to: (i) file a complaint with the data supervisory authority of the State of the Data Subject's habitual residence or place of work or with the competent supervisory authority; (ii) bring an action in court concerning the Data Subject's Personal Data.

d) The Data Importer agrees to abide by the rulings that are binding under the applicable law or the law in question.

Clause 10. Liability

a) Each party shall be liable to the other(s) for any damages caused to it (them) by any breach of this Agreement.

b) The Data Importer shall be liable to the Data Subject. The Data Subject shall be entitled to be indemnified for any material or immaterial damages that the Data Importer or its sub-agent causes to the Data Subject for violating the rights of Third Party Beneficiaries arising from this Agreement. The foregoing is without prejudice to the liability of the Data Exporter under the applicable Law.

c) The Parties agree that, if the Data Exporter is held liable, in accordance with the preceding paragraph, for damages caused by the Data Importer (or its sub-agent), it shall be entitled to claim from the Data Importer that part of the compensation that is the responsibility of the Data Importer.

d) Where more than one Party is liable for damage or loss caused to the Data Subject as a result of a breach of this Agreement, all liable Parties shall be jointly and severally liable.

e) The Parties agree that, if a Party is held liable in accordance with the preceding paragraph, it shall be entitled to claim from the other Party the part of the compensation corresponding to its liability for the damage or prejudice.

f) The Data Importer may not rely on the conduct of a sub-processor to avoid its liability.

Clause 11. Competent Authority Supervision

a) The Data Importer agrees to submit to the jurisdiction of the competent Supervisory Authority and to cooperate with it in any proceedings aimed at ensuring compliance with this Agreement.

b) In particular, the Data Importer undertakes to respond to inquiries, to submit to audits and to comply with the measures taken by the Supervisory Authority and, in particular, corrective and compensatory measures. It shall provide the Supervisory Authority with written confirmation that the necessary measures have been taken.

Clause 12. Country Law and Practice Affecting Compliance with Clause 12.

a) The Parties confirm that, at the time of entering into this Agreement, they have made reasonable efforts to identify whether the transferred data is covered by any local law or practice in the jurisdiction of the Data Importer that goes beyond what is necessary and proportionate in a democratic society to safeguard important public interest objectives and can reasonably be expected to affect the protections, rights and guarantees afforded under this Agreement to the Data Subject. Based on the foregoing, the Parties confirm that they are not aware that any such practice or regulation exists or adversely affects the specific protections under this Agreement.

b) The Data Importer agrees to promptly notify the Data Exporter if any of these laws apply to it in the future. If such notification is made or if the Data Exporter has reason to believe that the Data Importer can no longer comply with the obligations of this Agreement, the Data Exporter will identify appropriate measures (e.g., administrative, physical and technical measures to ensure security) to remedy the situation. It may also suspend transfers subject to this Agreement if it believes that adequate safeguards cannot be assured. In this case, the Data Exporter shall have the right to terminate this Agreement in accordance with the provisions of clause 13.

c) If a court or government agency requires the Data Importer to disclose or use the transferred data in a manner not otherwise permitted by this Agreement, the Data Importer shall review the legality of such request and challenge it if, after careful legal assessment, it concludes that there are reasonable grounds to believe that the request is unlawful under local law and affects

the rights guaranteed by this Agreement. To the extent this is permitted by local law, it shall also promptly inform the Data Exporter that it has received such a request. If the Data Importer is prohibited from notifying the Data Exporter under local law, it shall use its best efforts to obtain a waiver of the prohibition.

SECTION III: FINAL PROVISIONS

Clause 13. Breach of Clauses and Termination of the Agreement

a) The Data Importer shall immediately inform the Data Exporter if it is unable to comply with any provision of this Agreement for any reason whatsoever.

b) In the event that the Data Importer is in breach of its obligations under this Agreement, the Data Exporter shall suspend the transfer of personal data to the Data Importer until such time as performance is restored or the contract is terminated.

c) The Data Exporter shall be entitled to terminate this Agreement where:

   i) the Data Exporter has suspended the transfer of Personal Data to the Data Importer pursuant to the preceding paragraph and performance of this Agreement is not resumed within a reasonable time and, in any event, within thirty (30) business days of the suspension;

   ii) the Data Importer materially or persistently breaches this Agreement; or

   iii) the Data Importer fails to comply with a binding decision of a court or competent supervisory authority in relation to its obligations under this Agreement. In such event, it shall inform the competent Supervisory Authority of its non-compliance.

d) Personal Data that has been transferred prior to the termination of the contract shall, at the option of the Data Exporter, be returned immediately to the Data Exporter or destroyed in its entirety. The same shall apply to copies of the data. The Data Importer shall provide evidence of the destruction of the data to the Data Exporter. Until the data is destroyed or returned, the Data Importer shall continue to ensure compliance with this Agreement. If the law of the country applicable to the Data Importer prohibits the return or destruction of the transferred Personal Data, the Data Importer agrees to continue to ensure compliance with this Agreement and will only process the Data to the extent and for the duration required by the law of the country.

Clause 14. Governing Law

This Agreement shall be governed by Applicable Law.

Clause 15. Choice of forum and jurisdiction

a) Any dispute arising from this Agreement shall be judicially settled in the courts of the jurisdiction of the Data Exporter.

b) Data Subjects may also bring legal action against the Data Exporter and/or the Data Importer, which may be initiated, at the Data Subject's option, in the country of the Data Exporter, or in the country where the Data Subject has his/her residence. With respect to the Data Importer, they may also take legal action in the country of the Data Importer.

c) The Parties agree to submit to the jurisdiction provided for in this clause.

Annex A See Annex I of the Agreement
Annex B See Annex I of the Agreement and its general terms of use
Annex C See Annex II of the Agreement

Annex D See Annex I of the Agreement

Exhibit E See Annex E See Privacy Policy

ANNEX I: DESCRIPTION OF THE PROCESSING

Categories of data subjects whose personal data is processed

(i) Those clinic's employees or other authorized users provided with an administrative user ID for the Merlin.net™ Patient Care Network and those authorized users of the clinic provided with a user ID to the Merlin.net™ Patient Care Network; and

(ii) Patients enrolled in Merlin.net by a clinic.

Categories of personal data processed

Clinic employees or other Authorized Users: name, phone number, email address, clinic name, and clinic country. Additional information, if provided by the clinic, include job title or role and clinic ID.

Patients enrolled in Merlin.net™ by you: Required patient data fields include date of birth, serial number of the implanted device, and information relating to the functioning of the implanted device. The patient's first name and last name may be required depending on whether a Patient ID is provided by the clinic. Depending on the implanted device, a patient's primary phone, email, and/or implant date may be required. Additional patient data, if provided by the clinic, includes gender, preferred language, a clinic assigned patient number or other patient identifier, and an emergency contact for the patient, including their name, phone number, and address. Additional patient data, if provided by the clinic, includes race, medications, hospitalisations, information about the patient's condition, diagnoses and treatment.

Nature of the processing

The personal data shall be subject to the following processing operations:

- Receiving data, including collection, accessing, retrieval, recording and data entry;
- Holding data, including storage, organisation and structuring;
- Protecting data, including restricting, encrypting, and security testing;
- Returning data to the data exporter;
- Erasing data, including destruction and deletion;
- Supporting the implanted cardiac devices;
- For devices that support remote programming capabilities, enabling the health care provider to make adjustments to the devices remotely through Merlin.net;
- Training and maintenance of Merlin.net™;
- Data collection and hosting;
- Transmission via electronic transmitters (monitors);
- Information and transmission reporting;
- Upon request by you, assistance with the interpretation or analysis of certain device-related information;
- Technical and clinical support services; and
- Patients implanted with an Abbott implanted cardiac device may send automated transmissions of information collected from their respective implanted medical device to Merlin.net for that Patient's clinic and medical team to receive regular updates on the performance and status of their implanted cardiac device for the remote monitoring of certain aspects of the Patient's condition.

Purpose(s) for which the personal data is processed on behalf of the controller
To provide, operate and maintain the Merlin.net™ Patient Care Network, including processing necessary to provide support services in connection with the operation of Devices monitored by the Merlin.net Services.

Duration of the processing
The data importer will continue to store data exporter's patients' personal data for the period that the Controller uses the services, unless Controller chooses to delete their patient personal data sooner. Further, processor may retain personal data in accordance with applicable legal requirements.

Third parties involved in the procesing of personal data

Sub-processor name	**Sub-processor address**	**Description of services**	**Location from which services are provided**
Abbott Laboratories	15900 Valley View Court, Sylmar, California 91342 USA,	To provide, operate and maintain the Merlin.net™ Patient Care Network	USA Processor-to-Processor Standard Contractual Clauses
Microsoft Azure	700 Bellevue Way NE - 22nd Floor Bellevue, Washington, 98004 USA	Azure hosting service for encrypted data from 3Q23	USA Licensing Documents (microsoft.com)
Twilio	101 Spear Street, First Floor, San Francisco, California 94105 USA	Used by Abbott Heart Failure for the automated phone message service described in the Merlin Privacy Notice	USA
Five9	3001 Bishop Drive, Suite 350, San Ramon, California 94583 USA	Used by CardioRhythm Management Division as a cloud-based phone communications system for Merlin support services	USA
Salesforce	415 Mission Street, 3rd Floor, San Francisco, California 94105, United States	Customer relationship management system used by the Abbott's CardioRhythm Management Division to provide device support services for SyncUp	USA

ANNEX II: TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

ABBOTT MERLIN.NET™ PATIENT CARE NETWORK MEASURES

Accreditations/Certifications

1. ISO 27001:
Abbott and Merlin.net is certified with the Information Security Management standard ISO/IEC 27001:2013. The ISO certification recognizes that Merlin.net has established processes and standards

that maintain the required levels of confidentiality, integrity and availability for customers. A current copy of the ISO certification for Merlin.net is available upon request.

Security Measures

Abbott has implemented the following technical and organisational security measures to ensure the ongoing confidentiality, integrity, availability and resilience of its processing systems and services:

1. Physical access control of processing areas (confidentiality):
Steps taken by Abbott's industry-leading cloud service provider to prevent unauthorized access to data processing equipment (for example, telephones, database and application servers, and associated hardware) in which personal data is processed include the following appropriate measures:
(i) Merlin.net assets are housed within two ISO/IEC 27001:2013 certified computer data centres;
(ii) Data centres are monitored around the clock by security guards and/or security cameras and other sensors that can detect and track unauthorized persons;
(iii) Physical access to facilities, including data centres, is granted based on job responsibility and requires management approval;
(iv) Visitors sign a visitor log prior to entry and must be escorted by Abbott personnel at all times; and
(v) Physical access rights and authentication controls (for example, card readers) at entry and exit points are implemented, documented and regularly checked.

2. Access control to data processing systems (confidentiality):
Abbott takes appropriate measures to prevent its data processing systems from being used by unauthorized persons. This is achieved by:
(i) Multi-factor authentication;
(ii) Restricting access to services through encryption, signature algorithms and secure certificates;
(iii) Storing data on a secure database that uses disk-level encryption;
(iv) Using industry standard encryption and password requirements (for example, minimum length, use of special characters, expiration and so on); and
(v) Locking access following unsuccessful login attempts or inactivity and having a method to reset locked access identifiers.

3. Access control for the use of certain areas of data processing systems by authorized Abbott personnel (confidentiality):
Abbott personnel authorized to use data processing systems may only access personal data where they have sufficient access authorisation. To this end, Abbott has implemented the following controls:
(i) Access is restricted on the basis of roles and responsibilities and is granted to users in accordance with need-to-know and least-privilege principles;
(ii) Privileged access is granted to authorized administrators, in line with job responsibilities;
(iii) Access rights are reviewed periodically to ensure that correct access rights are granted;
(iv) When roles and responsibilities change, access rights are removed, even in the event of termination; and
(v) Effective disciplinary action against individuals who access personal data without authorization.

4. Clinic setup and security:
Abbott's Remote Care Operations group is responsible for the initial setup of clinics upon enrolment. One clinic administrator account is provided for the purpose of creating, administering and maintaining user IDs. Clinic users, including administrators, are responsible for protecting their Merlin.net credentials. The following controls are implemented:
(i) Clinicians are restricted from directly accessing the database and infrastructure supporting Merlin.net;
(ii) For support and troubleshooting purposes, authorized Abbott personnel utilise a designated administrative account.
(iii) Minimum default password parameter configurations are established; and
(iv) Merlin.net offers two-factor authentication, which customers may elect to implement.

5. Transfer control (integrity):

Abbott takes steps to prevent personal data from being read, copied, altered or deleted by unauthorized persons during its transmission or transfer. This is achieved by:
(i) The transfer of data from external sources to Merlin.net infrastructure is encrypted;
(ii) Servers use secure network connectivity that is restricted to HTTPS only; and
(iii) Policies and standards are in place to restrict the use of removable media for transportation purposes and on corporate laptops or other mobile devices.

6. Input control (integrity):
Abbott does not access personal data for any purposes other than those set out in the Merlin.net™ PCN Agreement and the Data Processing Agreement (**DPA**).
Abbott takes appropriate measures to protect personal data against unauthorized access or deletion. This is achieved by:
(i) Protective measures for reading, changing and deleting stored data;
(ii) Documentation to control which persons are authorized and responsible for making entries into data processing systems on the basis of their tasks; and
(iii) Protocols that require the logging of possible entries and / or deletions of personal data.

7. Order control:
Abbott takes steps to ensure that, where personal data is processed, it is processed strictly in accordance with your instructions. This is achieved by:
(i) Clear instructions to Abbott on the scope of required personal data processing as set out in the Agreement and this DPA.

8. Availability control (availability):
Abbott takes steps to ensure that personal data is protected from accidental destruction or loss. This is achieved by:
(i) Regular data backups and periodic restores;
(ii) Backup logs are monitored and escalation protocols exist in case of a critical failure;
(iii) Use of anti-virus/anti-malware software to protect against malicious threats such as viruses, works and spyware;
(iv) Conducting internal and external vulnerability scans on a regular basis; and
(v) Implementation of a Business Continuity Plan, which includes an IT Disaster Recovery Plan, listing the roles, tasks and responsibilities.

9. Separation of processing for different purposes:
Abbott takes steps to ensure that personal data is protected from accidental destruction or loss. This is achieved by:
(i) Ensuring database-driven security by separating production and support and system monitoring databases; and
(ii) Designing interfaces, batch processes, and reports for specific purposes and functions only, so data collected for specific purposes is processed separately.

10. Resilience:
Abbott has implemented the following technical and organisational security measures, in particular to ensure the reliability of our processing systems and services:
(i) Data protection management policies and procedures;
(ii) Incident response policies and procedures;
(iii) Data protection-friendly pre-settings (under Article 25(1)) of Regulation (EU) 2016/679; and
(iv) Order control.

Please print a copy of this Agreement for your records.