DATA PROCESSING ADDENDUM

Effective as of December 10, 2025

This Data Processing Addendum ("**Addendum**") forms an integral part of the TERMS & CONDITIONS DGNCT LLC ("**Terms**"). In the case of any conflict between this Addendum and/or the Terms, the Addendum shall control.

The defined terms in the Terms shall have the same meaning in this Addendum unless otherwise specified herein. In case of questions about this Addendum, please contact privacy@diagnocat.com

1. **Data Processing**

1.1. **Definitions**. In this Addendum, the following terms will have the following meanings:

(a) "**Account**" means an account on the Site assigned to the Customer, which is used by the latter to store and manage Patient Data.

(b) "**Data Protection Law**" means applicable data protection or privacy laws or regulations in the country in which the Customer practices dentistry with respect to Customers, including (i) the Brazilian General Data Protection Law effective on 18 September 2020, (ii) the Privacy and Electronic Communications Directive (2002/58/EC), (iii) the GDPR being, as applicable, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "EU GDPR"), or the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR") (iv) the Switzerland ("Swiss") Federal Act on Data Protection(each as amended), (v) US HIPAA and regulations made thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009; (vi) Australia's Privacy Act 1988 (Cth), including the Australian Privacy Principles; (vii) China's Cybersecurity Law of 2017; Personal Information Protection Law of 2021; (viii) Hong Kong's Personal Data (Privacy) Ordinance (Chapter 486 of Laws of Hong Kong) ("PDPO"); (ix) Japan's Act on the Protection of Personal Information ("APPI"); (x) New Zealand's Privacy Act 2020 (NZ) including the Information Privacy Principles; (xi) Russian Federation's Federal Law No. 152-FZ on Personal Data; (xii) Singapore's Personal Data Protection Act of 2012; (xiii) South Korea's Personal Information Protection Act; (xiv) Taiwan's Personal Data Protection Act ("PDPA"); (xv) Vietnam's Civil Code, Cyber-Information Security Law and personal data protection legislations, (xvi) Thailand's Personal Data Protection Act each as they may be amended, superseded, or replaced, as well as any other applicable data protection laws or regulations.

(c) "**Data Security Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

(d) "**Personal Data**", "**Sensitive Personal Data**" (which shall be read as "**special categories of data**" where local Data Protection Law instead uses such term),

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"**process/processing**", "**Controller**" (which shall be read in this Addendum as "Operator" where local Data Protection Law uses instead the term "Operator"), "**Processor**", will each have the meaning given to them under Data Protection Law;

(e) "**Patient**" means an individual to whom Customer provides medical services.

(f) "**Patient Data**" means the Personal Data (including confidential personal data) of the Customer's patient and "Protected Medical Information" as defined by HIPAA, including x-ray images, patient records, intraoral scans, research models and treatment plans.

(g) "**Parties**" means Diagnocat and Customer.

(h) "**SaaS**" means Diagnocat SaaS available online (via the Site) to the Customer and used by the latter in identifying anatomical areas, general conditions, and previous treatments during initial dental consultations, follow-up patients, control X-rays, and other situations that require examination and interpretation of digital images.

(i) "**Site**" means www.diagnocat.com web site.

1.2. **Responsibilities of the Parties**: Customer is the Controller of any Patient Data processed in SaaS and shall comply with Data Protection Law with respect to Patient Data. Where the Customer is a healthcare professional working with a certain legal entity - medical organization/clinic, the Controller of Patient Data will be the legal entity that determines the purposes for which, and the means by which, Patient Data is processed. To the extent that Diagnocat processes any such Patient Data, Diagnocat will do so as a Processor on Customer's behalf and in accordance with Customer's documented instructions and this Addendum.

1.3. **Responsibilities of the Customer**: Customer must inform Customer's Patients that Customer is the Controller of the Patient Data and provide Customer's contact details (including details of the Customer's data protection officer where applicable), about the purpose for which the Patient Data is being collected, the legal basis for such processing, the intended recipients of the Patient Data, name and address of the person collecting and storing Patient Data (including Diagnocat and any Subprocessors as defined below), that Patient Data may be processed in non-EU countries by Diagnocat in accordance with this Addendum, of any other information that Customer's Patients must be informed of at the time Patient Data is obtained and Customer shall obtain any necessary consents in the format required by the locally applicable Data Protection Law from them for the processing of their Patient Data in accordance with this Addendum, including that Diagnocat may appoint subcontractors and process Patient Data in non-EU countries under this Addendum. Customer agrees to indemnify and hold harmless Diagnocat and its directors, employees, agents, subcontractors, and affiliates from and against any claims, damages, liabilities, expenses or penalties Diagnocat may incur due to Customer's disclosure of Patient Data to Diagnocat, or any of their agents, subcontractors or affiliates pursuant to this Addendum.

1.4. **Patient Data processing in SaaS and disclosures**. Customer will only process in SaaS and disclose to Diagnocat and third party healthcare professionals via SaaS Patient Data that is necessary to perform the Customer's obligations with respect to the relevant Patients of Customer. Customer shall ensure that Patients sign a Patient Consent form (a template form may be provided to Customer upon its request). Customer shall maintain a copy of this Patient Consent form for their records.

1.5. **Confidentiality**. Both Customer and Diagnocat agree to adhere to the principles of medical confidentiality in relation to Patient Data. Diagnocat shall ensure that any person it authorizes to process Patient Data has committed themselves to keep such Patient

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Data confidential (save where such person is already subject to a statutory duty of confidentiality that applies to such processing).

1.6. **Security**. Customer must use the security features (including any password, key, PIN, token or smartcard) that Diagnocat issues to Customer to access the Account individually to keep Patient Data secure and keep such security features confidential without lending, sharing, transferring or otherwise misusing them. Customer acknowledges that Diagnocat may change its security features from time to time. Diagnocat shall implement appropriate technical and organisational measures against unauthorised or unlawful processing of Patient Data and against accidental loss or destruction of or damage to Patient Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Patient Data to be protected. Diagnocat's security measures, including encryption and related controls, comply with ISO 27001 requirements and are certified under ISO/IEC 27001.

1.7. **Subprocessing**. Customer agrees that Diagnocat may subcontract its processing of Patient Data to third parties, any affiliated entities of Processor, including, but not limited to, Diagnocat LLC, Diagnocat LTD ("**Subprocessors**").

1.8. **Data transfers**: Customer acknowledges that Diagnocat may transfer Patient Data for processing to one or more of its affiliates or third party Subprocessors in the course of providing the Services, which include countries outside the European Economic Area ("**EEA**"). Customer further acknowledges that Diagnocat may transfer/provide access in SaaS to the Patient Data the Customer to a third party healthcare professional in accordance with the Customer's instructions made using SaaS or otherwise. Diagnocat shall comply with the Customer's instructions in relation to transfers of Personal Data to a country outside of the EEA unless Diagnocat is required pursuant to Data Protection Law to transfer Personal Data outside the EEA, in which case Diagnocat shall inform the Customer in writing of the relevant legal requirement before any such transfer occurs, unless the Data Protection Law prohibits such notification on important grounds of public interest. Customer agrees to indemnify and hold harmless Diagnocat and its directors, employees, agents, subcontractors, and affiliates from and against any claims, damages, liabilities, expenses or penalties Diagnocat may incur due to performing the Customer's instructions to transfer/provide access in SaaS to the Patient Data to a third party healthcare professional specified by the Customer.

1.9. **Data retention**: Diagnocat will store each Patient's Patient Data in Customer's Account for at least seven (7) years from the completion of the Patient's treatment, unless local regulations or legislation require Diagnocat to store data for a longer retention period, in relation to the particular Patient. Customer will be able to access and to download copies of Customer's Patients' Patient Data from Customer's Account at any time, unless and until such Patient Data is no longer retained pursuant to this Section 1.9. or Customer's authority as Controller of that Patients' Patient Data has ended pursuant to Section 1.10. Customer must comply with its own archiving and record keeping requirements and should regularly make copies of Patient Data stored in its Account for such purposes.

1.10. **Data deletion.** Diagnocat retains Patient Data in the Customer's Account in accordance with Section 1.9 unless the Customer, acting as Controller, requests deletion or the Patient Data is deleted following termination of the Services. Following such deletion request or termination, Patient Data will be removed from Diagnocat's operational systems and overwritten from back-ups within ninety (90) days, subject to the Controller's instructions and applicable law. This 90-day period reflects the standard technical

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window for secure deletion and does not constitute a shorter retention period under Section 1.9.

1.11. **Data Subject Rights:** If (a) a Patient wishes to exercise any of their data subject rights under applicable Data Protection Law in relation to their Patient Data (including its rights of access, correction, objection, erasure and data portability, as applicable); or (b) any other correspondence is received from a data subject, data protection authority or other third party in connection with Diagnocat's processing of Patient Data, Diagnocat will inform Customer of such request and provide Customer with such reasonable assistance as Customer may require in connection with such request and may provide access to the Patient or their representative to their Patient Data.

1.12. **Individuals' rights**: **Anonymized data**. Customer agrees that Diagnocat may use Patient Data for promotional, educational and/ or research and development purposes, publication in professional journals or use in professional collateral materials, provided that such Patient Data has first been anonymized in a way that neither Customer nor any Patient are identifiable under applicable laws. Where the Customer wishes to opt out of such secondary use, the Parties shall agree such opt-out in writing for future processing

1.13. **Customer Personal Data**. Customer acknowledges that Diagnocat processing their name, contact details, and any other Personal Data that Doctor provides to Diagnocat in each case for the purpose of selling, handling orders, disclosure of marketing materials about Products or Services, risk analysis and/or granting of credit in the records of credit protection agencies, satisfaction surveys about our Products and Services (by Diagnocat and/or third-parties, through our business partners), engaging in training and/or events with Diagnocat and any updates related to service protocols and/or others that may be necessary to ensure customer service satisfaction, or responding to enquiries about Products, as well as other purposes as described in Diagnocat's Privacy Policy available on the Site. Customer acknowledges and agrees that Diagnocat may transfer Customer Personal Data to Diagnocat entities in different countries of the world for the purposes of fulfilling its obligations under the Terms and this Addendum. Customer has the data subject rights available to it under applicable Data Protection Law in the countries in which Diagnocat is legally obliged to satisfy such rights. For this purpose, Customer may contact Diagnocat at the address in the introduction to this Addendum.

1.14. **Data Breaches**. In accordance with applicable law, Diagnocat will notify Customer, and where required, Data Protection Authorities, without undue delay if Diagnocat becomes aware of a verified Data Breach which would require notification under applicable law, and keep Customer or the Authorities informed of any related developments. Diagnocat will take all reasonable steps to mitigate or negate the effects of any such Data Breach.

2. Additional Terms applicable to European Economic Area, the UK and Switzerland:

In addition to the terms and conditions in Section 1 above, the following data protection terms and conditions shall apply to Customers located in markets within the European Economic Area, the UK and Switzerland.

2.1. **Subprocessing.** Customer agrees that Diagnocat may subcontract its processing of Patient Data to Subprocessors (as defined in Section 1.7. hereof) provided that: (i) Diagnocat has in place a written agreement with the Subprocessor that requires it to process Patient Data only in accordance with this Addendum; (ii) Diagnocat remains liable

to Customer for ensuring that our Subprocessors process Patient Data in accordance with this Addendum. Customer may object to the appointment or replacement of a Subprocessor within 30 days of updating the list of current Subprocessors, provided such objection is based on reasonable grounds relating to data protection. In such event, we will either (at our discretion): (a) appoint an alternative Subprocessor; or (b) permit Customer to terminate this Addendum.

2.2. **Data transfers**. Diagnocat shall only transfer Patient Data outside the EEA, Switzerland or the UK where it has taken such measures as are necessary to ensure the transfer is in compliance with applicable Data Protection Law. Diagnocat currently relies on Adequacy Decisions, and in the absence of such, on other appropriate transfer mechanism such as the EU Commission Standard Contractual Clauses.

2.3. **Audit**. Diagnocat shall make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this Addendum and allow for and contribute to audits, including inspections, conducted by or on behalf of the Customer or by the data protection authority.

2.4. **Data protection impact assessment**. If Diagnocat believes or becomes aware that its processing of Patient Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, Diagnocat shall inform Customer and provide Customer with reasonable cooperation in connection with any data protection impact assessment that may be required under applicable Data Protection Law.

2.5. **Data hosting and storage locations.** Patient Data is currently hosted in Google Cloud data centres located within the European Union, in accordance with applicable data transfer provisions. Any transfers of Patient Data outside the EEA, Switzerland, or the UK shall be made only in accordance with Section 2.2 and applicable Data Protection Law. In addition to Google Cloud Platform serving as an infrastructure provider, Diagnocat does not currently use any additional Subprocessors to process Patient Data for EUC. Diagnocat may appoint further Subprocessors in the future in accordance with Sections 1.7 and 2.1, including the Customer's right to object on reasonable data protection grounds.

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3. Additional Terms applicable to Israel:

In addition to the terms and conditions in Section 1 above, the following data protection terms and conditions shall apply to Customers located in Israel.

3.1. **Subprocessing**: Customer agrees that Diagnocat may subcontract its processing of Patient Data to third parties ("Subprocessors") provided that: (i) Diagnocat has in place a written agreement with the Subprocessor that requires it (a) to process Patient Data only in accordance with the Terms and this Addendum, and (b) where such Subprocessors are located abroad, to undertake to comply with the applicable Data Protection Law, to implement sufficient means to secure the data and not to transfer the data to any other party and (ii) we remain liable to Customer for ensuring that our Subprocessors process Patient Data in accordance with the Terms and this Addendum.

3.2. **Data transfers:** Customer acknowledges that Diagnocat may transfer Patient Data for processing to one or more of its affiliates or third party subprocessors in the course of providing the SaaS to the Customer, provided that such affiliate or Subprocessors undertake to comply with the applicable Data Protection Law, to implement sufficient means to secure the data and not to transfer the data to any other party.

3.3. **Customer Personal Data:** Customer agrees and consents to Diagnocat processing their name, contact details and any other Personal Data that Customer provides to Diagnocat in each case for the purpose of selling, handling orders, disclosure of marketing materials about Products, risk analysis and/or granting of credit in the records of credit protection agencies, satisfaction surveys about our Products (by Diagnocat and/or third-parties, through our business partners), engaging in training and/or events with Diagnocat and any updates related to service protocols and/or others that may be necessary to ensure customer service satisfaction; or responding to enquiries about Products or engaging in training with Diagnocat. If Customer is an entity, Customer shall be responsible to obtain such consent, pursuant to the conditions in this clause, from its employees and agents in relation to the processing and purposes described above. Customer understands that he/she is free to refuse consent to the use of their Personal Data as set forth above or withdraw their consent at any time, but understands also that Diagnocat might not then be able to provide Products to Customer. Transfers of Customer Personal Data might occur to and from Diagnocat entities in different countries of the world, including in countries which have a different data privacy and data security regime than that existing in Israel always subject to the local Data Protection Laws. In countries in which Diagnocat is legally obliged to grant this right, Customer has the right to access their Personal Data held by Diagnocat and to request its correction or erasure. For this purpose, Doctor may contact Diagnocat at the address in the introduction to this Addendum.

3.4. **Registration:** Customer shall register all of its databases in accordance with the requirements of applicable Data Protection Law, if and as applicable.

4. **Additional Terms applicable to Russia:**

4.1. For Customers located in Russia, "Data Protection Law" means applicable data protection or privacy laws or regulations in the country in which the Purchaser practices dentistry and/or orthodontics with respect to its patients, including, without limitations, the Federal Law "On Personal Data" of 27 July 2006 No. 152-FZ (as amended) ("Personal Data Law"), the regulatory acts of the Russian Federation on personal data processing, as well as any applicable provisions of the EU General Data Protection Regulation (2016/679) and the Privacy and Electronic Communications Directive (2002/58/EC) (each as amended), and including US Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations made thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, the security and privacy provisions of the American Recovery and Reinvestment Act of 2009.

4.2. **Subprocessing:** Customer agrees that Diagnocat may subcontract its processing of Patient Data to third parties ("Subprocessors") provided that: (i) Diagnocat has in place a written agreement with the Subprocessor that requires it (a) to comply with the principles and rules of personal data processing provided for by Personal Data Law, (b) to respect the confidentiality of personal data, (c) to take the necessary measures aimed at ensuring the fulfillment of obligations provided for by Personal Data Law.

4.3. **Data transfers:** Customer acknowledges that Diagnocat may transfer Patient Data for processing to one or more of its affiliates or third party subprocessors in the course of providing the SaaS to the Customer, including those located outside of Russian Federation, provided that such affiliate or Subprocessors undertake to comply with the applicable Data Protection Law, to implement sufficient means to secure the data and not to transfer the data to any other party, unless otherwise is permitted under the Data Protection Law.

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The Customer shall provide for signing by each Patient the consent for such cross-boarder transfers where it is required under the Data Protection Law.

4.4. **Customer Personal Data:** Customer agrees and consents to Diagnocat processing their full name, contact details (i.e. E-mail, phone number(s) and address) and any other Personal Data that Doctor Customer provides to Diagnocat in each case for the purpose of selling, handling orders, disclosure of marketing materials about Products or Services, risk analysis and/or granting of credit in the records of credit protection agencies, satisfaction surveys about our Products and Services (by Diagnocat and/or third-parties, through our business partners), including those located outside of Russian Federation, engaging in training and/or events with Diagnocat and any updates related to service protocols and/or others that may be necessary to ensure customer service satisfaction; or responding to enquiries about Products or Services or engaging in training with Diagnocat. If Customer is an entity, Customer shall be responsible to obtain such consent in writing, pursuant to the conditions in this clause, from its employees and agents in relation to the processing and purposes described above. Customer understands that he/she is free to refuse consent to the use of their Personal Data as set forth above or withdraw their consent at any time by sending a written notice to Diagnocat at its address specified herein, but understands also that Diagnocat might not then be able to supply Products or Services to Customer. Customer has the right to access their Personal Data processed by Diagnocat and to request its correction, blocking or erasure, if personal data is incomplete, outdated, inaccurate, illegally obtained or is not necessary for the stated purpose of processing, as well as to take measures provided by law to protect their rights. For this purpose, Doctor may contact Diagnocat at the address specified herein.

5. **General Terms**

5.1. **Confidentiality.** Each Party must keep the information it receives about the other Party and its business in connection with this Addendum (“**Confidential Information**”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

(a) disclosure is required by law;

(b) the relevant information is already in the public domain.

5.2. **Notices.** All notices and communications given under this Addendum must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the Terms or at such other address as notified from time to time by the Parties changing address.

5.3. **Processor liability and Insurance.** Diagnocat remains responsible for its processing of Patient Data in accordance with applicable Data Protection Law and the allocation and limitations of liability set out in this Addendum and the underlying Contract. Diagnocat maintains liability insurance coverage appropriate to its role as a processor, as required by applicable law and industry practice.

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