

Terms and Conditions

Use of Mente System - Hardware and Software

These Terms and Conditions (the “Terms”) – also referred to interchangeably in this document as End-User Agreement (EUA), is a contract between:

On the first part:

“Customer”

and

On the second part:

Neurotech International Ltd, Block LS3, Malta Life Sciences Park, San Gwann, SGN 3000, Malta hereinafter referred to as “Neurotech” or the “Supplier” or “Authorised Vendor” or “Authorised Clinician”

Preamble

- (a) Mente is an active medical device intended to read brain activity of patients diagnosed with Autism Spectrum Disorder (ASD) in order to provide a home-based therapeutic means to relax the mind.
- (b) The Supplier is engaged in selling and supplying directly or through third-parties, the Mente system which includes hardware, software and Cloud selective components.
- (c) The Customer wishes to purchase the Mente Autism system from the Supplier upon the terms and subject to the conditions of this Agreement.

Definitions

“Customer” means an individual or entity that has purchased the Mente system in its entirety as defined in this this section.

“Product” means the Mente System comprising a hardware, software and selective Cloud components. Each component is dependent on the availability and functioning of the other components.

“Hardware” means the Mente headband, Casing, Harness, Charger, Sensors and other items that may be added as accessories from time to time by the Supplier. The hardware is provided to the Customer in a printed, cardboard box (“product box”) at the time of purchase.

“Software” means (i) the Mente app, (ii) the Mente firmware, (iii) a user guide and other printed material, (iv) “online” or electronic documentation (collectively “User Documentation”), (v) the online platform the Customer is given access to with the Mente app and, (vi) any other software, including upgrades, pertaining to Neurotech, at the Supplier’s discretion.

“Subscription” means the method through which the Customer purchases the device and ongoing use of the Mente therapy. The subscription consists of an initial purchase followed by the purchases of session bundles available through the Supplier (Clinician or Mente Clinic).

“Supplier” means “Neurotech” or “Clinician” or “Authorised Representative” who sells Mente to the Customer via the subscription model as defined in the “Definitions” section.

“Cloud” means the Backend servers to which the Mente system connects and to which data from the treatment session is upload.

1. CUSTOMER RESPONSIBILITIES

- 1.1.** The Customer will provide the Supplier with such information as it may reasonably need concerning the Customer's environment in which Mente will be used and provide answers to queries to ensure that the said product has been properly assigned, set up and in compliance with these terms and conditions.
- 1.2.** The Customer is responsible for ensuring that such information and answers are accurate and complete, and which fulfil the requirements as outlined in the preamble above.
- 1.3.** The Supplier will, to the extent reasonably practicable, give the Customer reasonable prior notice of any information or answers it requires in accordance with this Agreement.
- 1.4.** The Customer will, at agreed times, and upon request and with reasonable cause, free of charge, and in connection with the proper functioning of the Mente Systems, provide the Supplier with access to and use of the Customer's Hardware, Software and data as defined in this document.
- 1.5.** The Customer agrees to meet the terms and condition of use of the Mente system as outlined in the document, and in so accepting these terms, confirms that:
 - (a)** the Customer has obtained a diagnosis of autism for the child using the Mente System from a professional certified to make such a diagnosis;
 - (b)** the child does not have any comorbidities that may impact the treatment or cause any harm to the child including, but not limited to Epilepsy, Hearing impairment and Rett Syndrome.
 - (c)** the Customer, in the absence of a personal clinician, is eligible to use Mente as per the online assessment on menteclinik.com and / or has spoken to a Mente specialist confirming Mente can be indicated for the user.
- 1.6.** The Customer:
 - (a)** will provide proper and suitable environmental conditions for the Product or any part of the Product as specified in any instructions from the Supplier or authorized representatives;
 - (b)** will ensure suitable maintenance of the Product during use of the device as instructed in the Product's User Manual;
 - (c)** is responsible for ensuring that the Product is being used properly at all times and in accordance with the instructions given by the Supplier or authorized representative;
 - (d)** will immediately notify, in writing, the Supplier or authorized representative should anything go wrong with the Product prior, during or after its use.
- 1.7.** The Customer will not tamper with, open, carry out changes, to any or all Hardware items as defined above.
- 1.8.** The Customer agrees to provide feedback via occasional questionnaires or emails sent from time to time by the Supplier.
- 1.9.** The Customer agrees that the Supplier will contact them, in the event that the treatment is discontinued or long lapses in the treatment, in order to understand why the Customer is no

longer using the Product. The Customer accepts that the Supplier may contact them by phone, email or through its authorized representatives.

2. DATA COLLECTION

2.1. Data shall be processed in accordance with the policy accompanying this agreement.

3. SOFTWARE USAGE

3.1. The use of software shall mean the installing, or/and copying, or/and storing, or/and loading, or/and executing, or/and displaying, or/and otherwise using the Neurotech Software. The Software shall be solely used with the product lawfully purchased by the Customer from Supplier or any authorised representative.

3.2. As part of the Product, Supplier shall provide the Customer with one Activation Card to activate and maintain the use of the Software for each Product purchased. Customer may Use the Activation Card on Android devices or other platforms if expressly notified by Supplier. The Customer shall however only use one set of Activation Card with the Product to which they apply and may not use the set of Activation Card with any other Product and/or other Product whatsoever.

3.3. The Customer may not modify the Software or disable any licensing or control feature of the Software. The Customer may not separate component parts of the Software for Use, nor have the right to distribute and/or allow the unauthorised use of the Software.

3.4. The Customer further agrees that:

3.4.1 The Activation Card is required each time Customer uses the Software and is necessary to enable its continued use. The Activation Card shall at all times remain the property of the Supplier or its agents. Supplier shall de-activate the Activation Card and use of the Software without warning in the event that any provision on Prohibited Use as outlined in this agreement is breached from Customer's end. Under these Terms and Conditions, only the Customer, their legal representative and/or their medical representative as expressly appointed, may make use of the Activation Card to access the use of the Software. The Customer shall be responsible, without any limitation, for all acts/omissions carried out by any unauthorised third-party user of the Activation Card and use of Software. Customer therefore agrees to keep the Activation Card safe and confidential and agrees to take all reasonable measures to prevent the loss, disclosure, modification or unauthorised use of the Activation Card. Customer also agrees to remain the sole holder and user of the Activation Card saving the express authority as aforesaid.

3.4.2 Upon being provided with the Activation Card, Customer is expected to use the Software. Non-use and/or scarce use of the software, shall be a cause for deactivation of the Activation Card for the use of the Software.

3.4.3 The Software is for the Customer's personal and non-commercial use and the Customer may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Use of Software.

3.4.4 The Customer may not use the Software in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of any Software. The Customer may not attempt to gain unauthorized access to any Software, other accounts, computer systems or networks

connected to any server or to any of the Software, through hacking, password mining or any other means.

3.4.5 The Customer may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Software.

4. PROHIBITED USE

4.1 The Supplier expressly reserves the right to de-activate the software without notice without suffering any consequences or claim/s from the Customer, inter alia, in the following circumstances:

- (a)** If the Software is not used for its Intended Purpose;
- (b)** The Customer has, for an extended period of time, failed to use the device, purchase therapy sessions to continue the therapy and or decided not to use the device but retains the device without returning it to Neurotech.
- (c)** If the Customer modifies, copies, distributes, transmits, displays, performs, reproduces, publishes, licenses, creates derivative works from, transfers, or attempts to do any such acts, or sells or attempts to sell any information, software, products or services obtained from the Use of Software;
- (d)** If the Activation Card is improperly used, including its use or attempt to use on any other device/Hardware which is not the Product the Activation Card is designated for;
- (e)** If the Customer allows, authorises, transfers or attempts to do the same, to the use of the Activation Card or Software to any third party not being Customer's sole legal or medical expressly authorised representative;
- (f)** If the Software is used by any unauthorised person;
- (g)** If the Software is used for non-personal and/or commercial use;
- (h)** If the Software is used in any manner that is unlawful or prohibited by this EUA or by law.

5. LOSS OF ACTIVATION CARD

5.1. In the event that Customer loses the Activation Card and/or discovers that the Activation Card details have been communicated to an unauthorised third party without any fault of the Supplier, in such a manner that the said unauthorised third party may access the Software, Customer shall be responsible to notify the Supplier in writing, of such circumstances, within 24 hours of such loss or, from when the Customer becomes aware of such circumstances, whichever is earlier.

5.2. Upon such notification, the Supplier shall take immediate action to de-activate the Activation Card in order to render access and/or use to the Software inaccessible.

5.3. The Supplier shall provide the Customer with a new Activation Card provided that the Product is still in Customer's possession. Any costs incurred for this procedure are to be borne by the Customer. Any Activation Card issued under this provision, shall be subject to the same terms and conditions of the EUA.

5.4. The Customer will not be held liable for any loss and/or unauthorised use of the Software, provided Customer was not negligent. The Customer shall however, be liable for any losses which Software may occur through such unauthorised use of the Software.

6. TRANSFER

6.1. The Customer may not transfer in any manner the Product whether direct or indirect, to any other third party. Upon any such unauthorised transfer of the Product, your right of use is automatically terminated.

6.2. The Customer may not rent, lease or lend the Product for commercial timesharing or bureau use. The Customer may not sublicense, assign or otherwise transfer the Software.

7. PROPRIETARY RIGHTS

7.1. All intellectual property rights in the Product and User Documentation are owned by the Supplier and are protected by law, including applicable copyright, trade secret, patent, and trademark laws and consequently the Customer shall not make any unauthorised use of the Software. The Customer will also not remove any product identification, copyright notice, or proprietary restriction from the Software.

8. WARRANTIES

8.1. The Supplier warrants and undertakes that it shall, itself or through its authorised representatives, assist in the setting up and functioning of the Product within reasonable time from the date of purchase.

8.2. The Supplier further warrants that the documentation (including user manuals and quick guide) will enable the Customer to make proper use of the Products.

8.3. The Customer warrants that it has not relied on any representations made by or on behalf of the Supplier and its authorised representatives or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by or on behalf of the Supplier and its representatives, all of which are only intended to convey a general idea of the products and services mentioned in them.

8.4. Subject as provided below the Supplier will be responsible (without charge to the Customer) for rectifying within twelve (12) months of acceptance by repair, or at the Supplier's option by supply of a replacement, any defect which under proper use, care and maintenance appears in the Product. This does not include the normal use of the sensors, which are to be changed at Customer's expense as instructed in the User Manual.

8.5. In no circumstances, shall the Supplier have any liability in respect of any defect unless the defect is promptly reported to the Supplier by the Customer in writing within seven (7) days of the occurrence of the defect.

8.6. The Supplier's obligations under the defects warranty are contingent upon the Supplier and its authorised representatives being given, without delay and free of charge, full details of the defect and adequate time and access to the Products during the Supplier's normal working hours (GMT+1 time) to rectify such defect. If the Supplier rectifies the defect within a reasonable period of time (in any event within 15 working days) then the Supplier will have no other liability of any kind in respect of or arising from such defect.

8.7. Any repair of a defect will then be subject to the same warranty terms as outlined in this section.

8.8. The Supplier will not be responsible for any problem arising from or caused by any modification (whether by alteration, deletion, addition or otherwise) made to the Products or the Customer's equipment or any part of it by the Customer or any other persons other than the Supplier without its express prior written consent.

8.9. The Customer will not permit any modification to be made to the Product or to the Customer equipment or any part of it during the period of the defects warranty by persons other than the Supplier and its authorised representatives without the Supplier's prior written consent. If any unauthorised modification is made then, without prejudice to the Supplier's other rights and remedies, the defects warranty will be null and void.

9. LIMITATION OF WARRANTY

9.1. The Supplier is warranted, if at all, only according to the terms of this Agreement. The Supplier hereby disclaims all warranties and conditions with regard to the Product, including all warranties and conditions of Merchantability, whether express, implied or statutory and fitness for a particular purpose.

10. LIMITATIONS OF LIABILITY

10.1. Under no circumstances and notwithstanding the failure of essential purpose of any remedy set forth herein, will Neurotech and/or its affiliates, be liable for:

- (a)** Any incidental, direct, indirect, special, punitive or consequential damages including but not limited to, loss of profits, business revenues or savings, in each case, whether a claim for any such liability is premised upon breach of contract, warranty, negligence, strict liability or other theory of liability; and/or
- (b)** Any claims, demands or actions against Customer by any third party; and/or,
- (c)** Any loss or claim arising out of or in connection with the Customer's implementation of any conclusions or recommendations by AAT or its affiliates based on, resulting from, arising out of or otherwise related to the Product or services; and/or
- (d)** Any unavailability of the Product or services for use or any lost, damages or corrupted data or software.
- (e)** Any activity or actions that are in conflict with the express terms of the warranty as described in previous sections or as stipulated in the Warranty Document made available to Customers separately.

11. FORCE MAJEURE

11.1. Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement caused by the occurrence of a Force Majeure event.

11.2. The party claiming the Force Majeure Event will promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

12. MISCELLANEOUS

12.1. No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver, to be effective, must be in writing. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

12.2. If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

12.3. Except as otherwise permitted by this Agreement no change to its terms will be effective unless it is in writing and signed by persons authorised on behalf of both parties.

12.4. These Terms and Conditions are to be read in their entirety and in conjunction with any documentation, including but not limited to, a User Manual, Quick Guide and / or instructions provided by the Supplier as required from time to time.

13. NOTICES

13.1. All notices to be given under this Agreement will be in writing and will be served by hand or courier to the address of the recipient shown on the front page of this Agreement or any other address the recipient may designate by notice given in accordance with this clause.

14. COMPLIANCE WITH EXPORT LAWS

14.1. The Customer will comply with all laws, rules, and regulations including those:

- (a) applicable to the export or import of the Software; or
- (b) restricting the Use of the Software, including any restrictions on nuclear, chemical, or biological weapons proliferation.

15. RESERVATION OF RIGHTS

15.1. The Supplier and its affiliates reserve all rights not expressly granted to the Customer in this EUA.

15.2. The Supplier reserves the right to vary/amend and update this EUA from time to time, and the Customer hereby agree that such variations/ amendments or updates shall apply as from the date of the said change. The most current version of the EUA can be found at 'My Profile' section on <http://www.mentetech.com/>.

15.3. The EUA, and any document ancillary thereto constitute all the terms and conditions between the Customer and Neurotech in relation to the Use of the Software (subject to the

variations/amendments and updates allowed as per this same EUA and is made to supersede any other agreement between the Parties.

15.4. These terms and conditions established in this EUA are governed by the laws of Malta and any dispute arising from these terms and conditions shall be brought before the Courts of the Republic of Malta which will have exclusive jurisdiction over them.

16 Data Protection

WHO WE ARE

This schedule describes the way in which we will treat your personal data. It is important that you read it and understand it.

Neurotech International Ltd's aim is to improve people's lives by developing and commercializing innovative, high quality medical solutions for the diagnosis and treatment of neurodevelopmental conditions. It is a clinical-quality EEG device for home use that uses neurofeedback technology and has been clinically-proven to relax the minds of children, aged between 3 and 12, on the autism spectrum..

For more information about the company and your privacy rights, either email us on privacy@mentetech.com or in writing to the address below:

Neurotech International Ltd
Block LS3
Malta Life Sciences Park
San Gwann SGN 3000
Malta

WHAT WE DO WITH PERSONAL DATA AND WHY WE DO IT

What personal data do we collect?

Neurotech collects a range of data that is dependent on its source and whether consent is implicitly or explicitly given to the company.

Implicit consent

Our website and informational and marketing materials are intended for use by users prior to purchasing the Mente Autism device.

Contact information and online usage data is collected through the following channels:

- *Information given directly by you*

When requesting information about our product or for technical support, you will be asked to enter your contact details including your full name, personal e-mail address, phone number, and country, in order for us to provide you with the services offered by this site and to enable you to report a problem with the site. Save for such circumstances described, you may visit our site anonymously.

- *Information we obtain*

We also keep track of your corporate IP address and login information such as the date and time when you accessed our website as well as your navigation history in our site. We may also obtain the domain name and operating system of the computer with which you access our site as well as the type of browser you use. This information is automatically processed and obtained through the use of Cookies, and only as necessary in order to enable us to carry out your requests and to be able to provide you with the services you require.

Explicit consent

Your contact details, personal information and additional health information about the child using Mente Autism will be collected.

At all stages of the customer journey from purchase to daily use of the system, the user is explicitly giving us his or her information for the purpose of using the treatment provided by us.

By creating a customer account and registering the Mente Autism device, the customer is explicitly accepting to provide all the required data for us to provide the services requested by the customer.

Daily session data, including the EEG acquisition data is collected and the user is explicitly giving his / her consent to store that information for as long as is required, that is for the duration of the usage of the Mente Autism device and / or Neurotech is legally bound to retain that information.

Neurotech will process (collect, store and use) the information you provide in a manner compatible with the EU's General Data Protection Regulation (GDPR).

In terms of being contacted for marketing and promotional proposes, Neurotech requests you to opt-in for such marketing material when you provide your contact information on the website.

Where do we store the data?

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by members of staff or distribution partners operating outside the EEA who work for us. By submitting this data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and the General Data Protection Regulation.

The legal basis on which we process your personal data are the following:

- we process your data for the purposes of fulfilling a contract we have entered into with you
- we process personal data for the purposes of pursuing our legitimate interest.

The legitimate interests pursued by us are as follows:

Collecting and processing your personal data will help us study the effectiveness of our product and will also help us improve it.

Special categories of data are the following:

Personal and health data (health data is pseudo-anonymised and used only to provide a user with our treatment and to provide status reports on a daily basis. All health data (ie session data) is stored separately from any personal identifiable information). To ensure that the Mente Autism device is suitable for use by the customer's child, the former is required to complete a pre-sales questionnaire detailing pertinent questions about the child's health and existing

medical conditions. This data is anonymised and only identifiable via an ID number, which number is used throughout for the provision of services, technical support and any other requests that customer may have.

YOUR CONSENT

When you give your consent to this privacy notice, this means that we can process your personal data for the purposes identified in this privacy notice.

In so far as processing is based solely on your consent, you may withdraw consent at any time by sending us an email on privacy@mentetech.com or in writing to the address below:

Neurotech International Ltd
Block LS3
Malta Life Sciences Park
San Gwann SGN 3000
Malta.

DISCLOSURE OF YOUR PERSONAL DATA

Neurotech will disclose your personal data to the following third parties

Distribution partners (data is only shared with the DP responsible for your country)
Medical professionals (with customer's explicit consent)

HOW LONG WE KEEP YOUR DATA FOR

Neurotech will process your data and will store your data for a period of time that is suitable for the successful treatment using the Mente Autism device; until the customer requests the deletion of said data. It is important to note that some data may not be deleted due to other legislation taking precedence over GDPR; and /or for taxation and general business operations.

YOUR RIGHTS

As a data subject you have a number of rights under law. These are the following:

- Right of access – you have the right to request a copy of the information that we hold about you.
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- Right to restriction of processing – where certain conditions apply to have a right to restrict the processing.
- Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- Right to object – you have the right to object to certain types of processing such as direct marketing.
- Right to object to automated processing, including profiling – you also have the right to be subject to the legal effects of automated processing or profiling.

- Right to judicial review: in the event that we refuse your request under rights of access, we will provide you with a reason as to why. You have the right to complain to the appropriate authorities about this.

You can request access your data by accessing the following link: privacy@mentetech.com

COMPLAINTS

In the event that you wish to make a complaint about how your personal data is being processed by us, we recommend that you first lodge your complaint with our data privacy officer on email privacy@mentetech.com. If you remain unsatisfied, you may pursue your complaint further by lodging a complaint with the following authority:

Information and Data Protection Commissioner
Level 2, Airways House
High Street
Sliema SLM 1549
Malta

Telephone
(+356) 2328 7100

Email
idpc.info@idpc.org.mt

signature