

General Terms and Conditions

1. About the General Terms and Conditions

1.1 General information about the Terms and Conditions

These General Terms and Conditions apply to any enterprise («the **Customer**») entering into an agreement («the **Agreement**») with Avonova Helse AS and/or Avonova Solutions AS and/or Avonova Solutions BHT AS and/or Avonova Hälsa AB and/or Avonova Solutions AB («the **Supplier**»). These General Terms and Conditions are a part of said Agreement. With «**Party**» means the Customer and the Supplier separately, and with «**Parties**» means the Customer and the Supplier together.

Where these terms and conditions specify that "For Norway, the following applies", this part of the Terms and Conditions shall apply to enterprises that have entered into the Agreement for an organisation number listed in the Central Coordinating Register for Legal Entities in Norway (Enhetsregisteret). Where these terms and conditions specify that "For Sweden, the following applies", this part of the Terms and Conditions shall apply to enterprises that have entered into the Agreement for an organisation number listed in the Swedish Companies Registration Office (Bolagsverket).

These Terms and Conditions are effective from 06.11.2023.

1.2 Content of the agreement

The Agreement may be based on licences or standalone purchases.

If the Customer is granted access to the product covered by the Agreement by way of licenses, a «**Licence**» means the number of Customer's employees who have access to the services and/or deliveries included in the product covered by the Agreement. The number of licences is stated in the Agreement.

2. Personal data processing

The Supplier will process personal data and perform its obligations in accordance with the Supplier's privacy and data security policy, as well as in accordance with the applicable national legislation on privacy and on processing and storing health data.

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3. Assignment

Unless the Supplier gives its consent in advance, the Customer cannot assign or transfer to others the rights and obligations flowing from the Agreement.

The Supplier can transfer the Agreement to other companies in its own group.

4. Information and confidentiality

All information the Supplier receives about and from the Customer shall be handled confidentially so that it does not unnecessarily become known to unauthorised persons. Both Parties are obliged to implement the measures necessary to ensure such confidentiality. What is stipulated here for the parties also applies to employees and others who work for the parties.

What is set out here in Section 4 also applies after the cessation of the Agreement.

The Customer accepts that the Supplier may have assignments for the Customer's competitors or others whose interests, now or at a future point of time, are, or could be, in conflict with those of the Customer.

The Customer must not disclose information about the Supplier in a way that may lead to loss or damage for the Supplier.

Nonetheless, the obligations flowing from the present provision do not prevent the Customer or the Supplier disclosing confidential information:

- that is in, or enters, the public domain in a way other than breach of the present provision;
- that is, or becomes, known from other sources not subject to publication restrictions; or,
- that is necessary for fulfilling obligations in laws or regulations.

The Parties are also not prevented from exploiting any experience or expertise developed in connection with performance of the Agreement.

5. Contact information

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The Customer is responsible for ensuring that the Supplier receives updated contact information for the Customer if said information deviates from what is stated in the Agreement.

6. Prices, invoicing and payment

6.1. Prices

Prices are set out in the Agreement and apply to the current calendar year.

Prices are subject to annual price increases that take effect on January 1 each year. The first price increase of the Agreement will occur on 1 January in the year following when the Customer entered into the Agreement. The first price increase in the Agreement will occur on 1 January the following year. Prices for services booked before the price increase, but implemented after the price increase, will be subject to the price increase.

Price increases are limited to the change in the labour cost index by industry, but will never be less than the increase in the consumer price index. Figures are obtained from Statistics Norway (applies to Norway) and Statistics Sweden (applies to Sweden).

If an increase in the Supplier's costs, including price and wage increases, changes in public taxes, increased rental costs, charges to telecommunications operators and network operators, cost of goods or other expenses incurred by the Supplier exceeds the greater of the labour cost index and the consumer price index, the Supplier is entitled to increase its prices up to twice per calendar year. The price increase shall be in accordance with the increased cost to the Supplier.

Costs for vaccines, materials, analyses, consumables, and administration are in addition to the listed prices.

All prices are quoted excluding VAT and any other taxes. VAT will apply to the stated prices for services that are liable for VAT. For services that are subject to VAT, the Supplier is entitled to invoice for any outstanding VAT, including retrospectively. The Customer is obliged to ensure that any other relevant taxes and duties are paid.

For services not covered by the price of the product purchased in the Agreement and that are purchased in addition to this, separate prices apply.

6.2 Price for Agreements not based on Licences

If the Agreement is not based on the purchase of Licences, a 10% administrative surcharge will be applied to all prices quoted.

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The information in Section 6.2 does not apply to the service «Personlig fraværshjelp» and «Avonova Hjertestarter».

6.3 Prices based on time spent

For services based on hourly rates, the billing will be for the actual time spent, calculated on the basis of each half hour commenced. Preparatory work, travel time and follow-on work are to be included in the calculation.

For Norway, the following applies: Travel expenses are billed according to the Government travel allowance scale and are in addition to the hourly rates.

For Sweden, the following applies: Travel expenses are billed according to a rate of 5,5 SEK per travelled kilometre. Travel times are billed according to the hourly rate associated with the Avonova employee's position and/or competence. Other travel costs are billed according to actual documented costs.

6.4 Work beyond normal office hours

All services and work related to their delivery are carried out during the Supplier's regular office hours, 08:00-16:00. Work outside of normal office hours at the Customer's request attracts an overtime supplement.

6.5 Invoicing

The agreement price and the services included by the Customer in the subscription price or agreed upon in the collaboration plan are billed in advance and in accordance with the billing interval stipulated in the Agreement. Any supplementary services ordered will be billed in arrears and on an ongoing basis. If the billing is delayed due to circumstances for which the Supplier is responsible, the Supplier should inform the Customer of the delay. Delayed billing does not alter the Customer's obligation to pay.

6.6 Payments

Payment shall be made in accordance with the deadline set in the Supplier's invoice. The deadline for payment shall be set at 14 days after the date of issue stated on the invoice, unless otherwise explicitly agreed in the Agreement.

Any delayed payment is to incur interest, past due fees and costs in accordance with the regulations regarding collection of overdue monetary claims. If the Customer does not pay before expiration of the payment due date, the claim may be transferred to a third party for further collection and possible transfer to a debt collection service.

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7. Claims and breach of the Agreement

If the Customer wishes to discuss possible service improvements with the Supplier, or if the Customer is dissatisfied with the services it has received, the Customer can raise these matters with the Supplier. The Supplier is to handle complaints meticulously and as quickly as possible, and will seek to resolve the situation with the Customer in a professional manner.

The Parties agree that, before a breach of any sort leads to conflict or the bringing of claims against the other Party, the Parties shall negotiate and seek to reach an amicable solution. If negotiation is unsuccessful, legal steps may be initiated once one of the Parties declares, in writing, that negotiation is at an end.

Regardless of the above, in the event of the Customer failing to make payment after a request to do so, the Supplier is entitled to stop ongoing delivery of services until the service has been paid for.

The Agreement can be annulled on a fundamental breach by either Party provided that said breach is not corrected within 30 days of notification being given to the Party that is in breach. Failure to make a payment is to be regarded as a material breach that entitles the Supplier to revoke the Agreement.

In the event that an enterprise does not act in compliance with general statutory obligations and does not demonstrate intent or ability to achieve compliance with such obligations, it shall be considered a material breach of contract.

In the event that the Agreement is revoked, the Customer is entitled to retrieve any data/information that is to be regarded as the Customer's property. The Supplier is to give the Customer access to retrieve such data/information, the deadline being as separately agreed. Revocation by the Customer does not give rise to an entitlement to repayment of paid remunerations.

8. Limitation of Liability and Indemnification

The Supplier may use third party suppliers to deliver any products and services included in the Agreement. The Supplier cannot be held liable for products or services delivered by anyone other than the Supplier. The Supplier shall ensure access to the services and products that at any given time are covered by the Agreement.

General rules of tort law shall apply between the Parties. Nevertheless, any claim for damages that the Customer brings against the Supplier is limited to a sum equivalent

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to the total annual remuneration (exclusive of any value-added tax) the Supplier receives in conformity with the Agreement.

However, limitation of liability does not apply if: there is gross negligence or intent on the Supplier's part; or, by law, liability cannot be limited.

The Supplier cannot be held responsible if the Customer's use of the Agreement directly or indirectly leads to the Customer not complying with the provisions in applicable law or agreements. The Supplier shall not be held liable for the Customer's direct or indirect financial losses related to the Agreement, if any. Any claims for damages shall be presented as soon as possible and no later than six -6- months after the damage was sustained. If such claim is not presented within said deadline, the Customer loses its entitlement to make a claim.

9. Force majeure

The Parties are not liable for breaching their respective obligations under the Agreement if the breach is attributable to circumstances that: are outside the breaching Party's control; fundamentally impede fulfilment; and, the Parties could not reasonably have taken the issue into account when entering into or renewing the Agreement. Such circumstances can include, without being limited to, lockouts, war and natural disasters. Any strikes or stoppages in connection with wage settlements shall not be regarded as a Force Majeure event.

10. Changes to the Terms and Conditions

The Supplier can unilaterally change, with future effect, the General Terms and Conditions. The Supplier shall give the Customer at least one month's written notice of material changes. All such notices of changes shall be in writing and may be submitted electronically.

11. Choice of law and legal venue

For Norway, the following applies: This Agreement and any disputes arising therefrom are subject to Norwegian law and the exclusive jurisdiction of Norwegian courts. The Supplier's court of domicile is to be regarded as the sole legal venue.

For Sweden, the following applies: This Agreement and any disputes arising therefrom are subject to Swedish law. Any disputes or claims arising out of or in connection with the Agreement shall be settled by arbitration in accordance with the simplified arbitration rules of the Stockholm Chamber of Commerce Arbitration Institute, and the seat of arbitration shall be Stockholm. The language of arbitration shall be Swedish. The arbitration shall be confidential.

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12. Precedence of documents

The Agreement between the Supplier and the Customer consists of the documents listed in the Agreement. In the event of any conflict of provisions, the terms of service included in the Agreement shall take precedence over the General Terms and Conditions.