

Terms and conditions of sale and delivery of services to business customers provided by PRECURE.

1. Usage

1.1 Use. General terms and conditions of sale and delivery (the "Terms") apply to all agreements on PRECURE ApS's CVR number 38174010, (the "Company") sales and delivery of **services** and products ("services") within working environment to business customers ("The Customer").

DATO
8 March 2023

2. Contractual basis

2.1 Contractual Basis. The Terms, together with the Company's purchase order, constitute the entire contractual basis for the Company's sale and delivery of services to the Customer (the "Contractual Basis"). The Customer's purchase conditions printed on proposals, orders or otherwise communicated to the Company do not form part of the Contractual Basis.

2.2 Amendments and additions to the Contractual Basis are only valid if the parties have agreed to them in writing.

2.3 Legal Status. Each party shall notify the counterparty without delay if it changes its legal personality, is subject to bankruptcy or restructuring proceedings or voluntary winding-up proceedings.

2.4 The terms and conditions regulate the purchase order.

3. The services

3.1 Standard. The services that the Company sells and delivers to the Customer are performed according to agreement.

3.2 Customer involvement. The Customer shall provide the Company with access to staff and information to the extent necessary to perform the services.

3.3 Legislation and Standards. The Company is not responsible for ensuring that the services comply with legislation or standards or can be used for specific purposes unless the parties have agreed otherwise in writing.

3.4 Special Features. Employees who are included in the provision of the services must use their own or company mobile phone. The customer must provide WIFI or other data connection in connection with the service.

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4. Price and payment

4.1 Price. The price of the services is stated in the Company's purchase order. All prices are exclusive of VAT and other taxes, duties, charges, shipping etc.

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Account No. 12159862

4.3 Payment. The customer must pay all invoices for services no later than 30 calendar days after the billing date unless the parties have agreed otherwise in writing.

5. Late payment

5.1 Interest. If the Customer fails to pay an invoice for services on time, i.e., within 30 calendar days, for reasons for which the Company is not responsible, the Company is entitled to interest of 1% of the amount due per month, from the due date until payment is made.

5.2 Termination. If the Customer fails to pay an overdue invoice for services within 14 days of receiving a written demand for payment from the Company, the Company shall have the right, in addition to interest under clause 5.1, to: (i) terminate the sale of the services to which the delay relates; (ii) terminate the sale of services not yet supplied to Kunden; or require advance payment for this, and/or (iii) claim other remedies.

DATO
8 March 2023

6. Quotes, orders and order confirmations

6.1 Offers. The Company's offer is valid for 10 calendar days from the date the offer is dated, unless otherwise stated in the offer. Acceptance of the offer must be received by the Company before the expiry of the aforementioned deadline. Acceptance of offers received by the Company after the expiry of the acceptance deadline shall not be binding on the Company unless the Company notifies the Customer otherwise.

6.2 Orders. The Customer will receive a Purchase order based upon the accepted offer. The Purchase order is valid for 10 calendar days from the date the offer is dated, unless otherwise stated in the offer. Acceptance of the offer must be received by the Company before the expiry of the aforementioned deadline. Acceptance of offers received by the Company after the expiry of the acceptance deadline shall not be binding on the Company unless the Company notifies the Customer otherwise.

6.3 Order Confirmations. The Company's signature on the Purchase order equals order confirmation. However, the confirmation is not binding until the Purchase order is received by the Company with the Customer's signature.

6.4 Changing Orders. The Customer cannot change an order for services without the Company's written consent.

7. Delivery

7.1 Delivery time. The Company provides services no later than the time stated in the Purchase order. The company has the right to deliver before the agreed delivery time unless the parties have agreed otherwise.

7.2 Place of delivery. The Company provides services at the place specified in the Purchase order.

7.3 Investigation. The customer must check all services at the time of delivery. If the Customer discovers an error or defect that the Customer wishes to invoke, it must immediately be notified in writing to the Company. If an error or defect that the

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Customer has discovered or should have discovered is not immediately notified in writing to the Company, it cannot be claimed later.

8. Delayed delivery

8.1 Notice. If the Company expects a delay in the provision of services, the Company will inform you of it within a reasonable time and at the same time state the reason for the delay and the new expected delivery time. Delivery within 30 days of the agreed delivery time is not considered delay if timely notification has been given.

8.2 Termination. If the Company fails to provide services within 30 days of the agreed delivery time for reasons for which the Customer is not responsible, the Customer may terminate the order(s) affected by the delay without notice by written notice to the Company. In addition, the customer can claim back the purchase price already paid. In addition, the Customer has no other rights in connection with late delivery than those expressly stated in clause 8, unless the Company has acted with gross negligence or intentionality.

DATO
8 March 2023

9. Defects

9.1 Defects. There is a defect if the services provided do not meet the agreed specifications.

9.2 Exceptions. There is no defect if the defect is due to: (i) normal wear and tear, (ii) use contrary to the Company's instructions or common practice or for unagreed purposes, (iii) remediation or modification has been carried out by anyone other than the Company, or (iv) other matters for which the Company is not responsible.

9.3 Complaints. If the Customer becomes aware of a defect in the service that the Customer wish to claim, it must immediately be notified in writing to the Company. If a defect which the Customer discovers or should have discovered is not immediately notified in writing to the Company, it cannot be claimed later. The Customer must provide the Company with the information about a notified error or defect that the Company asks for. In any case, the Customer loses the right to claim a defect in the services if the Customer does not complain to the Company about this within 6 months after the delivery date of the defective service.

9.4 Remedies. The company will remedy defects within a reasonable time by – at its own discretion – making replacement, repair or by notifying the buyer a proportionate reduction in the purchase price.

9.5 Termination. If the Company fails to remedy a defect for which the Customer is not liable within a reasonable time, the Customer may terminate the order(s) affected by the error or defect, without notice, by written notice to the Company. The customer has no other rights in connection with errors or deficiencies in services than those expressly stated in clause 9 unless the company has acted grossly negligently or intentionally.

10. Product liability

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10.1 The Company is only liable for damage to persons or property caused by the Company's products if it can be proved that the product was defective at the time of delivery and there is a causal link between damage and defect.

10.2 If the Company becomes aware or suspects that a product is defective, the Company is obliged to recall the affected products. In this case, the Customer is obliged to cooperate with the Company on the revocation.

10.3 The Company's liability for damage caused by Products is limited in accordance with the rules in clause 11.

11. Responsibility

11.1 Responsibilities. Each party is responsible for its own acts and omissions in accordance with applicable law with the limitations resulting from the Basis of the Agreement.

DATO
8 March 2023

11.2 Damaged or destroyed Equipment. The Customer must pay for lost, damaged or damaged equipment caused by the Customer, where the equipment has been in the Customer's possession and where the cause cannot be attributed to normal wear and tear or proper use of equipment in accordance with the Company's instructions. Damaged or destroyed equipment is sent to the Company, which is responsible for the inspection and notifies the Customer the conclusion of this. The payment follows the Company's standard rates cf. the Purchase order.

11.3 Limitation of Liability. Notwithstanding any contrary terms in the Contractual Basis, the Company's liability per calendar year to the Customer may not exceed 50% of the total amount of sales of services that the Company has net invoiced to the Customer in the immediately preceding calendar year. The limitation of liability does not apply if the Company has acted intentionally or grossly negligently.

11.4 Indirect losses. Notwithstanding any contrary terms in the Contractual Basis, the Company shall not be liable to the Customer indirect losses, including loss of production, sales, profits, time or goodwill, unless caused intentionally or grossly negligently.

11.5 Force majeure. Regardless of any contrary terms in the Contractual Basis, the Company is not liable to the Customer for non-fulfillment of obligations that may be attributed to force majeure. The exemption from liability shall continue as long as the force majeure conditions persist. Force majeure is considered to be matters that are beyond the Company's control and which the Company should not have foreseen at the conclusion of the agreement. Examples of force majeure are unusual natural conditions, war, terror, fire, flood, vandalism and labor disputes.

12. Retention of title

12.1 The Company retains ownership of the delivered Products and Services until full payment has been made.

13. Intellectual property rights

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13.1 Property. Full ownership of all intellectual property rights arising in connection with the Company's performance of services, including patents, designs, trademarks and copyrights, belongs to the Company.

13.2 License. The Customer has an open-ended, royalty-free, transferable license to exploit all intellectual property rights arising in connection with the Company's performance of services for purposes that fall within the Customer's usual business area or that are separately agreed between the parties.

13.3 Infringement. The Company shall not be liable to the Customer in the event that the services provided infringe the intellectual property rights of third parties. To the extent that the Company may be met with a claim that the services provided infringe the intellectual property rights of third parties, caused by the Customer's exploitation of the relevant rights, cf. clause. 13.2, the Customer shall indemnify the Company.

DATO
8 March 2023

14. Confidentiality

14.1 Disclosure and Use. The Customer may not disclose or use or enable others to use the Company's trade secrets or other information of any kind that is not publicly available.

14.2 Protection. The Customer must not improperly obtain or attempt to gain knowledge of or dispose of the Company's confidential information. The customer must handle and store the information and equipment securely to avoid that they inadvertently come to the knowledge of others.

14.3 Duration. The parties' obligations under clauses 1-16 apply during the parties' cooperation and without time limit after the termination of the cooperation regardless of the reason for the termination.

15. Processing of personal data

15.1 Treatment. The Company processes personal data in accordance with GDPR. Read more about the processing of personal data and your rights as a Customer in our personal data **policy**. The processing of personal data is governed by the Data Processing Agreement, appendix 4 to the Purchase order.

16. Applicable law and jurisdiction

16.1 Governing Law. The parties' cooperation is in all respects subject to Danish law.

16.2 Jurisdiction. Any dispute that may arise in connection with the parties' cooperation shall be settled by a Danish court.

16.3 Validity. The nullity or non-compliance of one or more of the above provisions shall not affect the validity of other provisions.

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