

FEELGOOD

General Terms and Conditions - Occupational Health Services

These general terms and conditions 'General Terms and Conditions' apply to Feelgood's provision and supply of occupational health services as further detailed in the Agreement. These General Terms and Conditions constitute an appendix to the Agreement and shall be applicable unless otherwise agreed in writing between Feelgood and the Customer.

1. Feelgood's obligations

- 1.1. Feelgood shall provide the Services as set forth in the appendix titled Services Price List in accordance with the provisions of the Agreement and these General Terms and Conditions.
- 1.2. Feelgood shall in consultation with the Customer, manage and plan the provision of Services in question. Feelgood shall use such personnel as Feelgood deem appropriate for the provision of the Services. Reporting and documenting of the Services shall be carried out as agreed between the Parties. Feelgood shall ensure that the Services are performed in accordance with the good professional practice and the ethical guidelines applicable to all Feelgood employees.
- 1.3. Feelgood is under no obligation to perform Services on request from the Customer where the performances of such Services are not compliant with the law or medical requirements under the Health and Medical Services Act (*Su: hälso- och sjukvårdslagen (2017:30)*).

2. Customer's obligations

- 2.1. The Customer shall free of charge, provide Feelgood with the correct and complete information and documentation required for the provision of the Services and actively support the performance of the Services pursuant to the Agreement. Such information shall, inter alia, include employees of the Customer to which the Services will be available and any other information that will enable Feelgood to offer the best possible service.
- 2.2. The information required under item 2.1 shall be submitted using the standard templates of Feelgood as provided in file format. Feelgood may undertake to adapt the information provided by the Customer to its standard templates, subject to a standard hourly rate.
- 2.3. The Customer shall allow Feelgood access to such premises, information and documentation as required for the performance of the Services and any other agreed activities.
- 2.4. The Customer shall at the time of signing and throughout the term of the Agreement, no later than one month prior to each turn of the half-year, provide Feelgood with updated information as required under item 2.1.
- 2.5. If the Services are not to be carried out at the premises of Feelgood, the Customer shall, free of charge, provide Feelgood with the premises needed in order for the Services to be performed. The Customer shall together with Feelgood ensure that the premises provided are appropriate for performance of the Services.
- 2.6. With reference to item 9.2 below, concerning the obligations of Feelgood in relation to individual patients, the Customer agrees to only offer utilisation of the Services to those of its employees who agree that invoices are to include information regarding their personal identity number and the type of Services utilised. The type of Services shall herein refer to the type of Services utilised such as counselling, functional capacity evaluation, follow-up consultation, etc., and not to the detailed content of the Services. Feelgood fully complies with the absolute duty to observe confidentiality in terms of the detailed content of the Services, as stipulated in the Patient Safety Act (*Su: patientsäkerhetslagen (2010:659)*).

3. Compilation of statistics

- 3.1. Compilation and reporting of statistics and other data shall be performed as agreed between Feelgood and the Customer. Feelgood may also, upon request, provide the Customer with regular reports. Unless otherwise agreed in writing between the Parties, Feelgood shall be entitled to compensation for reports submitted to the Customer (including the drafting of statistical reports, excluding standard statistics) according to the usual hourly rate.

4. Compensation

- 4.1. Compensation for the Services provided shall be paid in accordance with the current Services Price List. In addition to the agreed compensation, there will be statutory value added tax (VAT) to any taxable compensation.
- 4.2. The Services are charged either as a fixed price per Service or per current account for each commenced half-hour, as specified in the current Services Price List, with the exception of telephone consultations, which are charged per each commenced fifteen minute period. When the price is quoted for each commenced period, the minimum charge is half an hour and then an additional charge for another half an hour will be debited per each commenced 30-minute period. For the sake of clarity, a session that lasts for 40 minutes will be charged as two half-hours.
- 4.3. Feelgood shall be compensated with 100 % for travelling time in accordance with appendix titled Services Price List and fully compensated for any actual travel expenses required in connection with the performance of the Services. Separate additional compensation shall also be paid for any incurred costs for transportation, translation, laboratory analysis, radiology, vaccines and other external costs.
- 4.4. Other costs incurred in connection with the performance of the Services shall be charged as set forth in the current Services Price List.
- 4.5. Unless otherwise agreed in *Appendix 2*, the Services will be performed between 8 a.m. - 5 p.m. on ordinary weekdays and between 8 a.m. - 12 noon on days before a public holiday. If the Services are to be performed at any other times than those specified above, Feelgood shall be compensated thereof pursuant to a separate quotation/order or other agreement between the Parties. In case of urgent orders for the Services, which shall be performed the same day or next working day, Feelgood reserves the right to debit the Customer a surcharge of 100% on the regular price specified in the current Services Price List. During holiday periods (i.e. 15 June - 15 August including Christmas and New Year), limited opening hours apply and the premises of Feelgood may be closed for all or part of the period.
- 4.6. Feelgood reserves the right to adjust the prices listed in the current Services Price List on an annual basis in accordance with Statistics Sweden's (hereinafter referred to as 'SCB') 'Labour Cost Index for wage- earners and salaried employees in the private sector' (hereinafter referred to as 'AKI') SNI 2007, p-s. Annual price adjustments shall take effect as of 1 January. Reference month is June and hence, the first comparison with the above stated index for the month of June shall take place in the year before the signing of the Agreement and then, in June the year of the signing of the Agreement and so on. Adjustments shall be made in accordance with the preliminary index values of SCB. In the event that SCB stops publishing AKI, Feelgood reserves the right to refer to a comparable index.
- 4.7. Price adjustments arising out of agreements with business partners price rise in materials, transportation, taxes, legal or official obligations as well as insurance premiums, shall entitle Feelgood to during the term of the Agreement equivalently adjust the prices charged for the Services. The same applies to price changes that occur during the period from quotation until conclusion of the Agreement. Hence, Feelgood shall from the day of rise in costs be entitled to equivalently adjust its own prices by the same percentage by which its own costs have increased.
- 4.8. The Customer is jointly and severally liable for all parts and aspects of the Agreement in relation to such entities, departments, subsidiaries and other persons or companies which are entitled to order and utilise the Services.

5. Cancellation policy

- 5.1. The Customer may cancel any of the Fixed Price Services up until thirty (30) calendar days prior to the first scheduled appointment or start date. Feelgood reserves the right to charge the Customer half of the price of a Fixed Price Service if cancelled less than thirty (30) calendar days prior to the first scheduled appointment or start date. In case of a cancellation less than fourteen (14) calendar days prior to the first scheduled appointment or start date, Feelgood shall have the right to charge the Customer the full price agreed.

5.2. With regard to other Services, the Customer may cancel a Service up until 48 ordinary weekday hours prior to when the Service is scheduled to be performed. If a Service is cancelled less than 48 ordinary weekday hours prior to a scheduled appointment or the employee fails to attend the appointment, Feelgood shall be entitled to charge the Customer the full price for the Service in question. The same applies to Subscription Services.

5.3. Notwithstanding a cancellation of a Service, Feelgood shall be entitled to receive compensation for all actual costs and expenses that Feelgood may have suffered due to such cancellation.

6. Payment

6.1. Feelgood must be in receipt of payment within thirty (30) calendar days from the date of invoice. Late payments will be subject to default interest rate in accordance with the Interest Act (*Sw: räntelagen (1975:635)*) together with a statutory payment reminder fee and, if applicable, a debt collection fee.

6.2. If the Customer has an agreed credit limit with Feelgood and the Customer's credit to Feelgood exceeds this limit, Feelgood is entitled to immediately charge any exceeding amount between the ordinary invoicing occasions. The credit limit may be subject to change if it is appropriate based on a credit review.

6.3. In case of partial crediting, the Customer may not withhold payment of the total invoiced amount and any indisputable invoiced amount shall be paid on ordinary maturity date.

6.4. If the Customer is in default of payment for more than thirty (30) calendar days, Feelgood shall have the right to cancel the provision of undelivered Services until payment is made in full. In addition, Feelgood shall have the right to terminate this Agreement with immediate effect and submit a final invoice to the Customer.

7. Subcontractors and change of personnel

7.1. Feelgood has the right to perform all or part of its Services by way of consultants or any other company within the Feelgood Group. Feelgood shall have the same right to receive compensation for Services performed by a consultant as if these had been performed by Feelgood. Compensation for Services performed in accordance with the Agreement may be invoiced by Feelgood or any other company within the Feelgood Group. Furthermore, Feelgood shall have the right to change its personnel, subject to that the quality of Services is maintained.

7.2. Feelgood shall be entitled to allow for independent subcontractors to perform the Services offered under this Agreement. Independent subcontractors are solely responsible for the Services they perform in their capacity as external advisers.

8. Personal Data

8.1. Either Party is responsible for its own processing of personal data where each Party performs as a data controller and that such processing is in accordance with applicable data protection laws. This means i.e., that the Customer is responsible for the personal data being transferred to Feelgood is updated, correct and that there is a legal basis for the transfer.

8.2. For processing of personal data which Feelgood performs as a healthcare provider, Feelgood is the data controller.

8.3. For processing of personal data which Feelgood performs as a data processor on behalf of the Customer, the requirements for such processing shall be regulated in a data processor agreement.

9. Professional secrecy and duty of confidentiality

9.1. During the term of this Agreement and for an indefinite period of time thereafter, the Parties commit to comply with professional secrecy and duty of confidentiality and not, without the consent of the other Party, disclose any such information that is deemed confidential within the public/private healthcare, a trade or business secret or other information of a confidential nature, which either Party has received from the other Party or which may have been revealed in connection with this Agreement (hereinafter referred to as 'Confidential Information'). The duty of confidentiality does not apply to such information that has come to the attention of either Party in other ways than through this Agreement or which is commonly known. The Parties undertake to ensure that the professional secrecy and duty of confidentiality mentioned above shall be equally applicable to those of their employees, third party representatives, subcontractors, etc., who receives access to Confidential Information.

9.2. Feelgood undertakes to comply with all specific requirements applicable to healthcare providers by way of laws and regulations,

inter alia, to observe the obligation of professional secrecy and confidentiality in the handling and archiving of medical records. Consequently, Feelgood is obliged to comply with any request of an individual in regards to the disclosure of information or refusal thereof. Thus, the Customer shall prior to the performance of Services inform each individual of Customer's requirements. The information is to be included in the invoice specifications before the Services can be provided.

10. Liability and insurance

10.1. Feelgood shall only be held liable for damages caused by the fault or negligence of Feelgood or its personnel or the consultants for whom Feelgood are responsible. Feelgood shall not be held liable for damages resulting from the provision of the Services by independent subcontractors. The liability of Feelgood is limited to compensation for direct damages. Feelgood shall under no circumstances be held liable for indirect damages or loss of data.

10.2. Feelgood shall, during the term of this Agreement, obtain and maintain appropriate liability insurance including, if required, patient insurance.

10.3. Unless otherwise stipulated by mandatory laws, compensation for damages shall be limited to the higher of (i) ten (10) base amounts and (ii) such amount Feelgood receives under its liability insurance mentioned above.

10.4. In order not to lose the right to initiate legal proceedings, the Customer must submit a written notice of claim for compensation within three (3) months subsequent to the reason for the claim being noticed or ought to have been noticed.

11. Limitation of liability

11.1. Feelgood is not responsible for any Service where the Customer requests deviation from Feelgood's recommendations and regular procedures in performing the Service. This means that if the Customer explicitly requests a deviation from Feelgood's recommendations and regular procedures that Feelgood has implemented for the performance of the Service, and Feelgood performs the Service in accordance with the Customer's instructions, then Feelgood shall not be held liable for the performance or any consequences of such Service.

12. Anti-corruption

12.1. Both Parties hereby pledge to one another that they never have, nor will, in connection with herein mentioned transactions or business events, make a direct or indirect payment or transfer of value that may violate any applicable anti-corruption laws. The Parties, their employees and any other representatives of either Party under this Agreement shall neither directly nor indirectly carry on any activity that is considered unlawful under applicable anti-corruption laws including the giving or taking of bribes, kickbacks or any other corrupt scheme.

12.2. Notwithstanding as otherwise set forth in this Agreement, either Party shall have the right to inhibit or terminate this Agreement with immediate effect and until further notice if either Party obtains information that gives the Party factual reason to believe that the other Party has violated or caused either Party to violate applicable anti-corruption laws.

13. Force majeure

13.1. Feelgood shall be exempted from liability to fulfil its obligations under this Agreement if such failure is due to circumstances, the nature of which prevent or significantly impede contractual obligations or if such circumstances make the obligations under this Agreement unreasonably burdensome, subject to the same circumstances not being foreseeable or otherwise beyond reasonable control of Feelgood and that every reasonable effort is made to rectify the circumstances in question. Examples of such circumstances include when Feelgood is prevented from fulfilling its obligations under this Agreement due to circumstances pertaining to a third party or natural disaster, lightning, power cut, labour dispute, Government action, war or political unrest, fire, new or amended legislation or authority provisions or any other similar circumstance. If the impeding circumstances as mentioned above last for more than 60 days, the Customer shall have the right to terminate this Agreement with immediate effect by giving notice to Feelgood thereof.

14. Ownership and intellectual property rights

14.1. The Customer shall, throughout the term of this Agreement, have the non-exclusive right to use the materials, presentations, systems and processes provided by Feelgood in accordance with the agreed purposes and for personal use (hereinafter referred to

as the 'Material'). However, the Customer does not have the right to copy, modify or in any other way process the Material unless expressly agreed in this Agreement. This also applies to personal use.

- 14.2. Where Feelgood provides material owned by a third party, the Customer shall not have the right to copy, modify or in any other way process such material without prior approval from Feelgood and the relevant third party.
- 14.3. Feelgood is the owner of the Material, its copyright and any other intellectual property rights in relation to the Material and such other material as provided by Feelgood.

15. Premature termination

- 15.1. Either Party has the right to terminate this Agreement with immediate effect if a Party commits a material breach of any of the provisions herein and, following a written request, fails to rectify the breach within thirty (30) calendar days.
- 15.2. Feelgood has the right to terminate this Agreement with immediate effect if the Customer is declared bankrupt, goes into liquidation, commences composition negotiations, suspends payments or is assumed to be insolvent.
- 15.3. Upon termination of the Agreement, Feelgood shall be entitled to receive compensation from the Customer for Services provided for which payment is still outstanding. Feelgood shall not be required to reimburse any advance payments made by the Customer.

16. Complaints

- 16.1. Upon a Customer complaint, Feelgood shall, if possible and within reasonable time, take the measures necessary in order to rectify the relevant defect. If rectification of defects is possible, Customer's opinion shall be obtained prior to any measures being carried out.

17. Notices

- 17.1. Complaints, cancellations/terminations and other notices of similar importance shall be sent by way of courier, registered post or e-mail to the addresses of the Parties specified in this Agreement or as amended at a later date.
- 17.2. Communications shall be deemed to be received by either Party;
- if sent by courier: upon receipt;
 - if sent as registered post: five (5) days after posting;
 - if sent by e-mail: upon confirmation of receipt of e-mail.

18. Entire agreement

- 18.1. The Agreement including appendices and these General Terms and Conditions set forth constitute the entire agreement between the Parties hereto and annul and replace all prior agreements and understandings whether written or oral.

19. Amendments

- 19.1. Any amendments of the Agreement shall be made in writing and duly signed by both Parties.
- 19.2. Notwithstanding the above, Feelgood shall always have the right to amend the terms of the Agreement (including prices) if deemed necessary due to changes in applicable laws, regulations or any other statutory requirement.

20. Assignment

- 20.1. The Parties shall not be entitled to assign their rights and obligations under the Agreement without the prior written consent of the other Party.
- 20.2. Notwithstanding the above, Feelgood shall, without a written consent from the Customer, have the right to transfer all or parts of the Agreement to another company within the Feelgood Group and also, to transfer outstanding receivables to a third party.

21. Severability

- 21.1. Would any of the provisions in the Agreement be deemed invalid, it shall not affect the entire validity of the Agreement, and instead if the invalidity of a provision substantially affects a Party's rights or obligations under the Agreement, the relevant provision shall be reasonably adjusted.

22. Order of precedence

- 22.1. In the event of a conflict between the provisions of these General Terms and Conditions and the provisions of the Agreement entered into by both Parties, the Agreement shall prevail. In the event of a conflict between provisions of the appendices to the Agreement, the provisions shall apply in the appendices' numerical order unless set forth otherwise in the Agreement.

23. Settlement of dispute

- 23.1. In the event of a dispute arising out of or in relation to this Agreement and appendices hereto, the Parties shall aim to settle such dispute by way of negotiations. If such negotiations do not result in a dispute settlement (according to either Party), the dispute shall, at the request of a Party, be conclusively settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The Arbitration Tribunal is to consist of a sole arbitrator. The arbitration proceedings shall take place in Stockholm. Disputes relating to claims of less than one (1) base amount shall be conclusively settled by a court of law. This Agreement shall be governed by Swedish law.