

Appendix 1 - General terms and conditions

1. Scope

These terms and conditions apply to the delivery of services and comprises in its wording and entirety, unless agreed otherwise between the parties. Any modification, addition, limitation or similar in relation to this appendix must be in writing, and incorporated in the Framework Agreement between the parties.

2. Definitions

- Moranti IT Services A/S is defined as **Moranti**
- Partners/Companies that cooperate with Moranti is defined as **Buyer**
- Buyer's customers (individuals and companies) are defined as **Customers**
- All future customers are defined as buyer's **Potential Customers**
- Registered users with access to Moranti's services are defined as **Users**
- Incoming telephone, mail and chat enquiries regarding services covered by the agreement, are defined as **Inbound Services**
- Outbound telephone enquiries e.g. booking of meetings, analysis, sales and service etc. addressed to the buyer's customers or potential customers, are defined as **Outbound Services**
- **IT services** include hosting, IT operations, support, ERP, programming, technical staff and technicians
- All appendixes related to the overall Agreement are defined as **Appendixes**

3. Scope of Services

The service comprises the agreed services, as described in the Framework Agreement and/or appendix, between the parties.

4. Additional Services

The parties must agree delivery of additional services separately and in writing. Additional services will be priced and invoiced separately. Any additional services are also subject to Moranti's general terms and conditions.

5. Training

All education and training of Moranti's employees to be agreed between Moranti and Buyer when finalizing the Framework Agreement or no later than when the following workshop is held (if such is agreed). Buyer cover all initial expenses related with education and training of new agents

(including training of existing agents in new products and / or processes). Moranti, including expenses related to replacement of employees, covers the expenses for the ongoing education and training using "Train-the-Trainer" method. Education and training will be held at Moranti's premises.

6. Delays

In case of delay, the Buyer will be informed soonest possible. Delays do not entitle the Buyer to terminate the cooperation unless a fixed timeframe is stipulated in the Framework Agreement.

7. Liability in Contract

Whatever the cause, Moranti cannot be, directly or indirectly, liable for damages, errors or defects occurring when performing the inbound and / or outbound services or additional services, unless Moranti intentionally breached their obligations.

8. Entire Agreement

The agreement made between the Parties, including all its appendixes and the terms and conditions, contains the entire understanding between the Parties, and replaces any and all previous oral and written agreements between the Parties. In the event of any discrepancy between the framework agreement and one or more of the underlying appendixes (if such exist), the agreement shall take precedence. No changes or amendments shall be made without a written, mutual agreement between Moranti and buyer.

9. Extraordinary Time Consumption

Any extraordinary time consumption inflicted on Moranti due to faults or defects in the Buyer's supply, cf. sections 24.1 and 24.2, will be invoiced separately according to current hourly rates. Buyer shall at all times be notified in advance of such extraordinary time consumption.

10. Ownership

Unless agreed otherwise, all contacts are registered in Moranti's database. Buyer is the owner of any user information (basic data/prospective customer information) placed at Moranti's accessibility by the Buyer. Moranti is the owner of the database application and the information entered by Moranti.

11. Confidentiality

To the extent not contrary to the law on open government, neither party may disclose confidential information about cooperation to third parties without the prior written consent of the other party. This applies to all knowledge related to business conditions, products, prices and procedures in relation to the cooperation between Moranti and the Buyer or alike.

Moranti has the possibility to use Buyer as a reference for marketing purposes, if such step has been pre-approved by Buyer. Buyer shall treat the framework agreement confidential. Any equipment/systems developed by a third party, where Moranti is only acting as user, are subject to

the terms and conditions of this third party and Buyer shall in all respects comply with such terms and conditions.

12. Force Majeure

Moranti are exempt from liability or obligation to the buyer if the contract or execution of the agreement is delayed or made impossible due to of extraordinary circumstances that are beyond the Moranti's control. E.g., war, mobilization, riots and civil unrest, natural disasters including adverse weather conditions such as lightning and flooding, product shortages, failure or delay of goods ordered from suppliers and other technical difficulties that may reasonably be said, not to be within Moranti's responsibility. This also applies to breakdowns in the network from the provider of telecommunications, central server crashes, virus attacks, strikes, lockouts or other similar events caused by third parties.

13. Validity

Any agreement, including any related additions and / or appendix shall enter into force upon signing by the authorized officers of both parties. If one party is exposed to bankruptcy, filing for bankruptcy / is under reconstruction or in material breach or committing breach of contract, the other party has the right to terminate the agreement with immediate effect. This termination must be in writing. All commitments and services covered by the agreement will expire at the termination, unless otherwise agreed in writing between the parties.

14. Refunding

Services that have already been provided and invoiced, will not be credited (refunded), and Buyer agrees to pay such services regardless of a possible termination of cooperation is in process. Prepaid subscriptions will continue until the end of each subscription, unless otherwise agreed in writing between the parties.

15. Disputes

Before submitting any dispute between Moranti and Buyer to the court of law, the Parties are obliged to try to resolve the dispute amicably. If the Parties are unable to resolve the dispute, the parties are obliged to arrange a meeting between the respective CEOs to discuss an amicable settlement to the dispute. Any dispute, which has arisen from the framework agreement, and cannot be resolved amicably, will be settled by the City Court as first instance, with jurisdiction of the court in Copenhagen.

16. Rules and Legislation

Moranti will not offer or provide services contrary the law and/or legislation.

If a new law / legislation makes implementing a delivery service impossible, Moranti cannot be held responsible or forced to provide and deliver this service after the law/legislation enters into force.

17. Prices

All prices are the Buyer's net prices in the agreed currency exclusive of VAT, unless otherwise agreed in writing by the Parties (e.g. reversed charges).

All prices are adjusted annually on January 1st in accordance with the development in the Net Price Index published by Statistics Denmark. The indexation is based on on-year index calculated as the percentage change from November to November in the previous 12-month period – however, the indexation is minimum 3 %.

18. Terms of Invoicing

Any costs related to the delivery of the agreed service(s), including maintenance and administration of VDN lines, telecommunications cost, reporting etc. related diversions, reporting o. etc., billed are invoiced monthly unless otherwise agreed between the parties. Moranti will invoice subscriptions with a defined duration prior to commencement of the service delivery.

19. Buyers obligations upon termination

Buyer may, at any time terminate the framework agreement in accordance with the notice period for stipulated in the framework agreement. In the notice period, the Buyer is obliged to maintain a volume (number of calls, prospects, hours, etc.) equivalent to the volume at the time of the termination notice (calculated per. day/week/month), unless otherwise agreed in writing between the parties. The termination period is considered as from the date of Moranti's receipt of the notice of termination till the last day of operation in the notice period,

20. Terms of Payment

Terms of payment terms are 14 days net from date of invoice. Invoicing fee DKK 75.00 and environmental fee of 2.6% will be added each invoice. If payment is made after the due date, an overdue interest of 2.5% will be calculated, for each month from due date until payment is made. There fee of DKK 100.00 per. reminder will be charged.

21. Assignment and Subcontractors

Parties may not assign contractual rights and obligations neither wholly or partly to any third party without prior written consent of the other party. However, Moranti is entitled to fulfil its contractual obligations by using subcontractors. Subcontracting does not relieve Moranti from its contractual obligations and responsibilities

22. Company Transfer of Employees

If the Buyer, during the course of cooperation, want to take over one or more of Moranti's producing employees (agents), this - if Moranti accept the takeover – requires a one off fee to Moranti equivalent to DKK. 100,000.00. Other employees e.g., managers and specialists the price is negotiated individually.

23. Costs

Each Parties bears the costs advisors in relation to the conclusion of the agreement.

24. Contact Persons

Each party shall appoint one or more contact persons in charge of the agreement

25. Special Terms

25.1 Inbound Services

VDN line

The agreed Inbound service is handled via an external phone number typically provided by Buyer, but can be provided by Moranti if requested (only DK). The number is linked to an internal VDN line (Vector Directory Number) at Moranti, which is considered a programmable telephone line. Moranti owns VDN line, and by agreement, the Buyer has the right to use VDN line (and possibly the external telephone number if provided) during the contract period or as long as payment is made. Call to the VDN Line via an external telephone number will be invoiced the current rate for telephone calls (roaming).

Test Equipment

If Moranti assess that it is necessary, the Buyer shall make the required test equipment available during the entire period of agreement. Moranti is insured in case of fire and theft. Moranti's employees cannot be held responsible for damages to test equipment caused by normal use. Any costs or risk, including VAT, customs duties etc., related to transportation and additional insurance of the test equipment, is subject to the Buyer. If necessary, it is also the Buyer paying license or other rights to use the software throughout the agreement period, in order for Moranti to fulfil the assignment. Further, the Buyer is responsible for procuring and installing the specific software.

25.2 Outbound Services

If Buyer provides data (leads) to Moranti as part of the assignment, the Buyer is obligated to ensuring that there are no material errors, omissions or incorrect information in the provided data. If Moranti can provide documentation, that the number of faulty and/or defective data exceed 30%, Moranti are entitled to – regardless of the initial pricing model agreed – disregard this and replace it with a fixed hourly rate of kr. 350.00 per agent hour. Faulty or defective leads are defined as, but not limited to; duplicates, errors in phone numbers or company names, obsolete information (leads older than 3 months), leads out of scope and other faults and/or defects that reduces Moranti's ability to maintain an acceptable operating economy on the task.