

## Appendix 1 - General terms and conditions

### 1. Scope

These terms and conditions apply to the delivery of services pursuant to the Framework Agreement between Moranti Services A/S and buyer and comprises in its wording and entirety, unless agreed otherwise between the parties. Any modification, addition, limitation or similar in relation to this Appendix 1 must be agreed to by the parties in writing and incorporated in the Framework Agreement between the parties.

### 2. Definitions

In these terms and conditions:

- Moranti Services A/S is defined as **Moranti**
- Partners/Companies that cooperate with Moranti are 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**
- The agreement between Moranti and Buyer, which sets out the specific cooperation and services, is defined as **The Framework Agreement**
- Incoming telephone, e-mail and chat enquiries regarding services covered by the Framework 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**
- Hosting, IT operations, support, ERP, programming, technical staff and technicians are defined as **IT Service**
- All appendixes related to the overall Framework Agreement are defined as **Appendices**

### 3. Scope of Services

The service comprises the agreed services, as described in the Framework Agreement and/or its Appendixes, 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 set out in this Appendix 1.

### 5. Training

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

education and training of Moranti's new employees (including training of existing employees in new products and / or processes).

Moranti covers the expenses for the ongoing education and training using "Train-the-Trainer" method, including expenses related to replacement of employees. Education and training will be held at Moranti's facility.

### 6. Notice and breach of contract

If Moranti fails to perform on its obligations, Buyer shall, in order to claim the breach, complain without undue delay after the breach has been or should have been identified. The complaint must be so specific that Moranti can identify the alleged defect. A general indication that there are defects is not considered a complaint. If the Buyer has complained in time, Moranti shall be entitled to remedy the defect. However, Moranti will reject complaints, which are not timely. Moranti shall in no case be under an obligation to remedy defects.

Otherwise, the general rules of Danish law on breach of contract apply, unless otherwise stated in The Framework Agreement.

### 7. Liability in Contract

Whatever the cause, Moranti cannot be held liable, either directly or indirectly, for any loss of any kind, including damages, defects or deficiencies incurred by Buyer or any third party in connection with the performance of Inbound Services and/or Outbound Services or in the performance of additional services, unless Moranti intentionally or by means of gross negligence is in breach of its obligations.

### 8. Entire Agreement

The Framework Agreement made between the parties, including all its Appendixes and the terms and conditions, constitutes 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 Framework Agreement shall take precedence. No changes or amendments shall be made without a written, 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, 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. If Buyer delivers the database, the

ownership of the database is to the Buyer. In this case, the Buyer has ownership of all user information (basic information/future Customer information), which is available to Moranti, and made available by the Buyer. Moranti has ownership of the use of the database and the information that is entered/registered, if the database is provided by Moranti.

### **11. Confidentiality**

Both Parties shall ensure that any know-how, trade secrets, knowledge related to business conditions, products, prices and procedures related to the services, or other information of confidential nature of which a party has obtained knowledge as a consequence of the parties' cooperation and The Framework Agreement, and which is not already part of the public domain shall remain confidential both during and after the termination of the cooperation regardless of the reason for the termination. Such information may only be used by the receiving party to fulfil its obligations in accordance with the Framework Agreement. To the extent not contrary to the law on open government, neither party may disclose confidential information about the cooperation to third parties without the prior written consent of the other party.

Moranti has the possibility to use Buyer as a reference for marketing purposes, if such step has been pre-approved by Buyer. Buyer and Moranti shall treat the Framework Agreement as 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 is exempt from liability or obligation to the Buyer if the services or execution of the Framework Agreement is delayed or made impossible due to of extraordinary circumstances that are beyond the Moranti's control. E.g., war, mobilization, pandemic and epidemic, riots and civil unrest, natural disasters including adverse weather conditions such as lightning and flooding, and other events and 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**

The Framework Agreement, including its Appendixes shall enter into force upon signing by the authorized officers of both parties. If a party enters into composition negotiations or liquidation, is taken under compulsory dissolution, requests reconstruction, is taken into bankruptcy proceedings or other insolvent proceedings,

or is in material breach / commits breach of contract, the other party shall have the right to terminate the Framework Agreement with immediate effect, by providing written notice of the termination to the other party. All commitments and services covered by the Framework Agreement will expire at the date of such 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. If the dispute cannot be resolved amicably, Moranti is free to choose between having the case decided by the Copenhagen City Court as a first instance or bringing it before an arbitral tribunal in Copenhagen in accordance with the relevant rules in the Arbitration Act. In both cases, the case must be subject to Danish law, however, so that the general rules of Danish law on choice of law do not apply.

### **16. Rules and Legislation**

Moranti will not offer or provide services contrary to applicable laws and regulations.

If a new law or regulation 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. Moranti is not responsible for the services complying with special legislation or industry standards, which the Buyer has not stated in writing.

### **17. Prices**

All prices set out in the Framework Agreement are net prices in DKK, exclusive of VAT, unless otherwise agreed in writing by the Parties (e.g. reversed charges).

All prices are adjusted annually on 1 January 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, related diversions, 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 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 receipt 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 will be a fee of DKK 100.00 per. written reminder. If the Buyer objects to part of an invoice, the objection-free part of the invoice must be paid when due. The objected part of the invoice will be remunerated in accordance with the Danish Interest Act.

## 21. Assignment and Subcontractors

The parties may not assign their contractual rights and obligations (in whole or in part) 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. Moranti is free to choose subcontractors. The Buyer has no right to object against Moranti's choice of subcontractors, except the right of objection as set out in Appendix 2 – Data Processing Agreement.

## 22. Company Transfer of Employees

If the Buyer, during the course of cooperation, wants to take on one or more of Moranti's employees (agents), his - if Moranti accept the takeover – requires a one-off fee to Moranti equivalent to DKK 100,000.00. For any other employees e.g., managers and specialists the price is negotiated individually.

## 23. Costs

Each party will bear its own costs incurred due to the counsel of advisors in relation to the conclusion of the

Framework Agreement.

## 24. Contact Persons

Each party shall appoint one or more contact persons in charge of the Framework Agreement.

## 25. Special Terms

### 25.1 Inbound Services

#### *VDN line*

The agreed Inbound Services are handled via an external phone number typically provided by Buyer but can be provided by Moranti if requested (only Danish phone numbers). The number is linked to an internal VDN line (Vector Directory Number) at Moranti, which is considered a programmable telephone line. Moranti owns the 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 assesses that it is necessary, the Buyer shall make the required test equipment available during the entire period of Framework Agreement. Moranti must be 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, Buyer will also pay the relevant license(s) or other rights to

use the software throughout the duration of the Framework Agreement in order for Moranti to fulfil the assignment. Further, the Buyer is responsible for procuring and installing the specific software on the test equipment.

### 25.2 Outbound Services

If Buyer provides data (leads) to Moranti as part of the assignment, the Buyer is obligated to ensure 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 instead invoice separately in accordance with the current hourly rate 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.