



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 *Services Price List* appendix and any other Services as agreed between the Parties 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 applicable legislation, good professional practice and the ethical guidelines applicable to all Feelgood employees.
- 1.3 Feelgood has the right to perform all or part of its Services by way of independent subcontractors, consultants or any other company within the Feelgood Group. Feelgood shall have the same right to receive payment for Services performed by others as if the Services had been performed by Feelgood.
- 1.4 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 Swedish Health and Medical Services Act of 2017 (Sw: Hälso- och sjukvårdslagen).
- 1.5 Feelgood's regular opening hours are between 8 a.m. - 5 p.m. on weekdays and between 8 a.m. - 12 noon on weekdays before a public holiday. 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. Furthermore, Feelgood does not guarantee that all Services are available at all of Feelgood's healthcare units or at all times.

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. The Customer shall in particular provide documentation with information on the Customer's employees and organization.
- 2.2 The information required under clause 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 reasonable 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, at least every six months (and more frequent if necessary) provide Feelgood with updated information on the Customer's employees and organization.
- 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 clause 8.3 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 relating to healthcare, as stipulated in the Swedish Patient Safety Act of 2010 (Sw: *Patientsäkerhetslagen*).
- 2.7 Selected employees at the Customer will be given access to a user account in Feelgood's web application *kund.feelgood.se*. This web application is used for administration of and communication about the Services, as well as to facilitate the collaboration. Users may log in with BankID or username and password. These user accounts are personal and may not be shared with others. The Customer is responsible for providing Feelgood with information on which of the Customer's employees should be able to activate accounts in the web application and which roles (authorizations) they should have. The Customer is responsible for events and actions that are a consequence of logins. The Customer must protect its technical

equipment against unauthorized use. In case of suspicion that an unauthorized person has gained access to the user account in the web application, the Customer must immediately instruct the user to urgently change the password (if possible) and inform Feelgood of the incident. The Customer may also ask Feelgood to block the user account.

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 provision of statistical reports, excluding standard statistics) according to a reasonable hourly rate.

4 Compensation

- 4.1 Compensation for the Services provided shall be paid in accordance with the *Services Price List* appendix or in accordance with quotation or order confirmation, when applicable. In addition to the agreed compensation, value added tax (VAT) will be added in accordance with applicable legislation.
 - 4.2 If the Services are charged at a certain price per hour, the Customer is charged per commenced half-hour, with the exception of telephone consultation, which is charged for each commenced fifteen-minute period.
 - 4.3 For travel in connection with the Services, compensation is added for (i) travel time corresponding to the current hourly rate and (ii) actual travel costs.
 - 4.4 If necessary for the performance of the Services Feelgood will charge the Customer for costs for transport, interpreter, laboratory costs, X-rays, vaccines and other similar costs relating to the Services.
 - 4.5 If the Services are to be performed outside of Feelgood's regular opening hours, then Feelgood shall be compensated pursuant to a separate quotation, order confirmation 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 charge the Customer a surcharge of 100% on the regular price.
 - 4.6 Feelgood reserves the right to adjust the prices listed in the *Services Price List* appendix on an annual basis in accordance with Statistics Sweden's (hereinafter referred to as 'SCB') 'Labour Cost Index for salaried employees in the private sector' (hereinafter referred to as 'AKI') SNI 2007, p-s. Annual price adjustments shall take effect as of the first of 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 Cost increases for Feelgood due to agreements between labour market partners (other than wage agreements), increases in the price of materials, transport, taxes, obligations due to law or government agencies, increased fees for insurance coverage or other similar cost increases that are beyond Feelgood's control, shall entitle Feelgood the right to, during the term of this Agreement, correspondingly increase the price for the Services. The same applies to cost increases that occur during the time between tender/quotation and conclusion of the Agreement. Feelgood is therefore entitled to adjust the price from the day the cost increase takes effect by the same percentage as Feelgood's 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 full price.
 - 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 Regardless of when cancellation takes place, Feelgood is entitled to compensation for costs and out-of-pocket expenses incurred before 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 Swedish Interest Act of 1975 (Sw: *räntelagen*) together with a statutory payment reminder fee or late payment compensation.
- 6.2 In case of partial crediting of an invoice, the Customer may not withhold payment of the total invoiced amount and any undisputed invoiced amount shall be paid on the ordinary due date.
- 6.3 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.

7 Personal Data

- 7.1 Each Party is responsible for its own processing of personal data where each Party acts as a data controller and that such processing is in accordance with applicable data protection laws. This means, inter alia, 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.
- 7.2 For processing of personal data which Feelgood acts as a healthcare provider, Feelgood is the data controller, in accordance with applicable legislation in the healthcare area. Feelgood will also process other personal data as data controller (e.g. contact persons at the Customer). Information on how Feelgood processes personal data is available in Feelgood's Privacy Policy, which is available via Feelgood's web site.
- 7.3 For processing of personal data on behalf of the Customer, when Feelgood acts as a data processor, the terms for such processing shall be regulated in a data processing agreement.

8 Professional secrecy and duty of confidentiality

- 8.1 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 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 information that:
- Is in the public domain or later becomes part of the public domain without any breach of this Agreement;
 - Has come to the attention of either Party in other ways than through this Agreement;
 - A Party needs to disclose due to applicable legislation or order by a government agency or a court of law (but only to the extent that the Party needs to disclose information due to the legislation or order); or
 - A Party needs to disclose due to rules of a stock exchange or a similar market place.
- 8.2 Each Party undertakes to ensure that employees and third-party representatives, subcontractors, etc. who gain access to Confidential Information are bound by corresponding confidentiality obligations as specified in clause 8.1.
- 8.3 Feelgood undertakes to comply with all requirements within the healthcare area on professional secrecy and handling of patient records as mandated by law, regulation or order by a government agency. 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 employee of the Customer's requirements on which information is to be included in the invoice specifications before the Services can be provided.

9 Liability and insurance

- 9.1 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 also be held liable for damages resulting from the provision of the Services by independent subcontractors, except in situations where an independent subcontractor performs a Service which means that they are a healthcare provider - in these situations, the independent subcontractor assumes the healthcare provider liability when performing the Service in question. 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.
- 9.2 Feelgood is not liable in any case for Services, where the Customer requests deviations from Feelgood's recommendations and usual processes for the performance of the Service. This means that if the Customer expressly requests deviations from Feelgood's recommendations and customary processes that Feelgood has for the performance of the Service and Feelgood performs the Service according to the Customer's instructions, Feelgood shall not be held liable for the performance of or the consequence of the Service.
- 9.3 Feelgood shall, during the term of this Agreement, procure and maintain appropriate liability insurance including patient insurance.
- 9.4 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.

- 9.5 The Customer must make a claim for compensation in writing and without delay, however no later than three (3) months after the Customer noticed or should have noticed the basis for the claim and no later than twelve (12) months from the event that is the basis for the claim for compensation. If these time limits are not met, the Customer is not entitled to any compensation.

10 Force majeure

- 10.1 Either Party 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 the Party and that every reasonable effort is made to rectify the circumstances in question. Examples of such circumstances include when a Party 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 regulations or any other similar circumstance. If the impeding circumstances as mentioned above last for more than sixty (60) days, the other Party shall have the right to terminate this Agreement with immediate effect by giving notice to the first Party thereof.

11 Ownership and intellectual property rights

- 11.1 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 modify or in any other way alter the Material unless expressly agreed in this Agreement.
- 11.2 Feelgood or a third party own all intellectual property rights (IPR) to the Material. If the third party is the IPR owner, these parts of the Material are used with the permission of the IPR owner. All copying, printing, distribution, transmission and editing of the Material is prohibited to the extent not permitted under clause 11.1.

12 Termination for cause

- 12.1 Feelgood has the right to terminate the Agreement with immediate effect if the Customer is in default with a payment by more than thirty (30) calendar days.
- 12.2 Either Party has the right to terminate this Agreement with immediate effect if the other 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.
- 12.3 Either Party has the right to terminate this Agreement with immediate effect if the other Party's activities is non-compliant with applicable legislation or non-compliant with good business practice or otherwise act in such a way that the first Party's reputation or brand risks being seriously damaged, and, following a written request, fails to take corrective action within thirty (30) calendar days.
- 12.4 Either Party has the right to terminate this Agreement with immediate effect if the other Party is declared bankrupt, goes into liquidation, commences composition negotiations, suspends payments or is assumed to be insolvent.
- 12.5 Upon termination of the Agreement (regardless of cause), Feelgood is entitled to compensation from the Customer for any Services provided by Feelgood or ordered by the Customer and for which the Customer has not made payment upon termination of the Agreement. Any Subscription Fee paid by the Customer is not refunded.

13 Complaints

- 13.1 If the Customer considers that a Service has been performed incorrectly, the Customer must complain about the Service within the time specified in clause 9.5. If the Service is faulty, Feelgood must remedy the fault within a reasonable time (which may mean that the Service, or parts of it, are provided again). If remedial measures cannot be taken, the Customer is entitled to a price reduction.

14 Notices

- 14.1 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.
- 14.2 Communications shall be deemed to be received by either Party;
- a) if sent by courier: upon receipt;
 - b) if sent as registered post: five (5) days after posting; or
 - c) if sent by e-mail: the first working day after it was sent (if no error message has been received by the sender).

15 Entire agreement

- 15.1 The Agreement including its appendices and these General Terms and Conditions constitute the entire agreement between the Parties hereto and



annul and replace all prior agreements and understandings whether written or oral.

16 Amendments

- 16.1 Any amendments of the Agreement shall be made in writing and duly signed by both Parties.
- 16.2 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. The Customer shall be informed before any such changes enters into force.

17 Assignment

- 17.1 The Parties shall not be entitled to assign their rights and obligations under the Agreement without the prior written consent of the other Party.
- 17.2 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, provided that the transferee can be expected to deliver the Services in accordance with the Agreement.

18 Severability

- 18.1 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.

19 Order of precedence

- 19.1 If there are conflicting provisions in these General Terms and Conditions and the Agreement, the Agreement shall take precedence between the Parties. If there are conflicting provisions in different contractual

documents, the Agreement applies first, followed by the appendices in numerical order, unless otherwise expressly stated.

20 Dispute resolution

- 20.1 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.
- 20.2 Notwithstanding what is stated in clause 20.1 a Party may refer a dispute regarding claims that are less than ten (10) price base amounts to a general court in Sweden for final decision. When calculating the claim of the dispute, only the referring Party's claim may be considered.
- 20.3 Swedish law shall be applied to any dispute, without regard to choice of law rules.