

GENERAL TERMS AND CONDITIONS HEALTH TO MARKET BV

HEALTH TO MARKET BV, hereinafter H2M, whose registered office is at Fotografielaan 5 2016 Wilrijk ("H2M" or "we"), are pleased to set out the Terms and Conditions that will apply to the work we do for the Client ("the Client" or "you"). These Terms and Conditions form the Agreement between us when accepted by both parties. Hereinafter referred to as the "H2M";

The Principal and the H2M are hereinafter jointly referred to as "Parties" or, individually, as "Party".

1. DESCRIPTION OF SERVICES

- 1.1. "Services" shall refer to all services defined in the quotation, including where applicable specific services which may have already been agreed by the Parties at the time of signing and set out in subsequent Annexes to this Agreement.
- 1.2. Where the quotation refer to services to assist, this means that H2M will use reasonable skill and care to provide you with the Services to assist Principal with their project but Principal will be responsible for the overall management and control of the Services and for the results to be achieved from using the Services.
- 1.3. Where the quotation do not refer explicitly to services to assist or services to perform, the services provided by H2M will be deemed to be services to assist.
- 1.4. Where the quotation refer to services to perform, this means that H2M will provide you with the Services and will be responsible for the management and control of the Services and the quality of any Deliverables listed in the quotation.
- 1.5. H2M will use reasonable efforts to carry out our obligations in accordance with any timetable referred to or set out in the Quotation. However, unless both of us specifically agree otherwise in writing, dates contained in the timetable are intended for planning and estimating purposes only and are not contractually binding.
- 1.6. The Principal shall provide in a timely manner H2M with all information, documentation, assistance and support reasonably necessary or useful for H2M to properly and timely perform the Services. H2M will not be liable nor be considered to have breached this Agreement for any delays or other consequences arising from the Principal's failure to timely provide such required information and any such failure by the Principal shall automatically extend any timelines.
- 1.7. H2M will have no obligation to perform services that are not expressly identified in the quotation or annex(es).
- 1.8. Notwithstanding anything in this Agreement, Quotation, or any Annex(es), the final responsibility of any activities and document control remains with the Principal.
- 1.9. This Agreement contains the entire Agreement and understanding between the Parties with respect to the subject matter hereof. Any amendment to this Agreement, as well as any additions or omissions, can only be agreed in writing with the mutual consent of the Parties.
- 1.10. The headings used in this Agreement are for convenience only and will not create any rights or obligations or affect the meaning or interpretation of this Agreement.
- 1.11. Neither Party shall assign or transfer any of its rights or obligations under this Agreement, in whole or in part, to any third Party without the prior written consent of the other Party. Any such assignment or transfer without the prior written consent of the other Party shall be deemed null and void.
- 1.12. Each of us may request changes to the Services as set out in the Quotation. Requests for changes must be supported by sufficient detail to enable the other party to assess the impact of the requested change on the cost, timetable or any other aspect of the Services or the Agreement. Both of us agree to work together to consider, and -if appropriate- agree, any changes. Until a change is agreed in writing, H2M will continue to provide Services in accordance with the latest agreed version of the quotation.
- 1.13. The principal shall introduce and properly train the staff members of H2M about the internal working and used software, applicable to the Services.

2. TERM AND TERMINATION

- 2.1. This Agreement shall enter into force upon the last signature of this Agreement (subject to the provisions for termination set out below) and shall remain in force until, an end date as specified in the quotation, or until the end of the services.
- 2.2. The duration of this Agreement can only be extended with the express written consent of the Parties. If the Principal would like to extend the duration of the Agreement, the Principal must inform H2M in writing, at least thirty (30) days before the termination of this Agreement.
- 2.3. This Agreement may be terminated by either party at any time by giving the other party not less than 30 days' written notice.
- 2.4. This Agreement may be terminated upon either Party's failure to cure any breach of any material provision of this Agreement within thirty (30) days after the breaching Party receives notice of such breach, if such breach is capable of remedy;
- 2.5. In addition, to the extent permitted by law, each Party shall be entitled to terminate this Agreement at any time and without observing a notice period when an exceptional circumstance or fact makes it impossible or unacceptable to the terminating Party to continue the contractual relationship or when the other Party is in serious breach of its obligations under the Agreement. This includes, without being exhaustive, the following scenarios:
 - a) the other Party fails to carry out one (or more) of the essential duties of the Agreement
 - b) the other Party becomes insolvent, is declared bankrupt, copes with a judicial reorganization (or comparable) procedure or is otherwise unable to pay its debts as and when they become due;
 - c) any material and persistent breach of the terms and conditions of this Agreement by the other Party or a serious fault by the other Party.
- 2.6. If the Principal fails to comply with its obligations pursuant to Clause 3, provided however that H2M has given the Principal prior written notice of the fact and thirty (30) days to remedy the situation. In that case, H2M may terminate this Agreement at the end of the aforementioned 30-day period if the Principal has still not complied with its obligations pursuant to Clause 3.
- 2.7. If this Agreement is terminated pursuant to the above-mentioned section, the Principal shall pay all unpaid Services which H2M performed prior to the date of such termination and for any reasonable, non-cancelable costs incurred by H2M pursuant to this Agreement. In that respect H2M will immediately upon termination invoice the mentioned Services and Costs.

3. REMUNERATION OF H2M & INVOICING

- 3.1. In return for its activities under this Agreement, Principal agrees and undertakes to pay H2M a remuneration as further detailed in the quotation.
- 3.2. In addition, travel and business expenses of the H2M and its sales team - including costs for the printing of advertising and promotional material, training material and literature and other selling aids, samples or displays - incurred within the framework of the performance of the Services will be reimbursed upon submission of receipts.
- 3.3. The remuneration payable under the terms of this Agreement is exclusive of value added tax, customs duties and other applicable taxes, which, if applicable, shall be added to H2M's invoices at the appropriate rate.
- 3.4. Parties agree that all invoices payable hereunder shall be payable within 30 calendar days after the invoice date.
- 3.5. If payment is not made on the last day of the payment period, then on the following day, H2M will have the right by law and without notice to charge arrears as well as an indemnification from the Principal for all costs that arise from the delay of payment. These interest rate shall correspond to the interest rate under the Belgian Law of August 2nd 2002 regarding late payments in commercial transactions.
- 3.6. To be valid, objections to an invoice should be made by registered letter, addressed to the registered office of H2M, within 14 days of the invoice date. Absence of objections within this period is considered unreserved

acceptance of the conformity of the Services and thus rendering them payable by the Principal. Objections received after this period of 14 days will not be accepted.

- 3.7. Any undisputed amount must be paid to H2M according to the period of 30 days.
- 3.8. In case outstanding invoices are not paid, H2M will have the right, without limiting its rights or redress, to suspend the Services until all invoices are paid in full.
- 3.9. H2M can also decide to terminate this Agreement as specified in Clause 2.6. above, without relieving the Principal from its payment obligation of the outstanding invoices, indemnity or incurred expenses and losses.
- 3.10. All invoices shall be drawn up in Euro and all payments shall be made in Euro.

4. RELATIONSHIP BETWEEN PRINCIPAL AND H2M

- 4.1. H2M is an independent H2M of Principal and shall autonomously decide on the manner of fulfilment of its obligations and the way in which it fulfils its agency assignment.
- 4.2. In this regard, nothing in this Agreement shall be construed to constitute the Parties as partners, joint ventures, employer and employee, co-owners, officers or directors of the other Party or otherwise as participants in a joint undertaking.
- 4.3. The H2M shall be able to perform its services where and when deemed fit, without having to answer to the Principal for time spent, nor for travel or relocations.

5. REPRESENTATION AND WARRANTIES

- 5.1. The Principal represents and warrants the following:
 - a) to have all required permits, licenses and authorizations to put the Products on the market in the Territory (incl. CE requirements);
 - b) to not infringe any third-party rights, including Intellectual Property Rights, and be able to freely develop and offer the Products for the market without being in conflict with any regulations.
 - c) to not be bound by any agreements or any types of obligations that would prevent him/her to perform freely and legally this Agreement.

6. COMPLIANCE WITH LAW

- 6.1. Either Party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations in effect, or would have the effect of causing the other Party to be in violation thereof in the execution of the present Agreement.

7. LIMITATION OF LIABILITY

- 7.1. Unless agreed upon otherwise in writing by and between the Parties, the liability of the H2M shall be limited to the compensation for any damages incurred by Principal, caused by H2M's gross negligence and intent.
- 7.2. Furthermore, Principal shall in no event hold H2M liable for any indirect, incidental and consequential damages incurred by Principal or for profits lost by the latter, and H2M's liability shall in no event exceed the sum of twenty-five thousand (25.000) euro.
- 7.3. Nothing in the Agreement shall exclude or limit any liability that cannot be limited or excluded by law.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. H2M agrees that its use of any Intellectual Property Rights of Principal inures solely to the benefit of Principal and this shall not grant any ownership rights therein to H2M.
- 8.2. H2M shall perform its obligations under this Agreement using the Intellectual Property Rights of Principal where appropriate. H2M shall not alter, deface, remove, cover, mutilate, or add to, in any manner whatsoever, any patent notice, copyright notice, trademark, trade name, serial number, model number, brand name or legend that Principal may attach or affix to the Products.
- 8.3. The Parties acknowledge that the Principal has granted to the H2M the right to use the commercial names of the Principal to perform its obligations under this Agreement.
- 8.4. In this regard, the Parties agree that they can only use the Intellectual Property Rights and the commercial names of the other Party within the framework of this Agreement, and that they shall not acquire any ownership rights therein.

9. PRIVACY AND DATA PROTECTION

- 9.1. In the event, Personal Data would be Processed in the context of the performance of this Agreement, the Parties understand and agree that the Processing will be done in accordance with applicable laws and regulations (including the GDPR). In particular, if one Party transfers Personal Data to another Party, it represents and warrants that 1) it has a lawful basis to do so, 2) it has adequately informed the respective data subjects of such transfer, 3) the transfer of such Personal Data does not constitute a breach of applicable data protection laws or regulations.
- 9.2. Each Party understands and agrees to be responsible for their own Processing of Personal Data as a Controller in the sense of the GDPR. The transferring Party is and remains liable for the Processing of the Personal Data in compliance with GDPR and any other legislation, until the moment of and including the transfer of the data, notwithstanding any other further Processing that transferring Party would perform under its responsibility. The receiving Party will become liable for the (further) Processing of the transferred Personal Data in compliance with GDPR and any other legislation, as from the moment it receives the data following the transfer (for example when the data enters into its IT systems).

10. INDEMNITY

- 10.1. Upon termination of the Agreement, except (i) in case of the termination of the Agreement by the Principal for the reasons mentioned in Article 2.5 or (ii) in case of the termination of the Agreement by the H2M for other reasons than those mentioned in Article 2.5., the H2M will be entitled to an indemnity (“uitwinningsvergoeding”/“indemnité d’éviction”) in accordance with the provisions of Book X, Title I of the Belgian Code of Economic Law.
- 10.2. The Party terminating the Agreement without observing the notice period as set out in Article 2.2., is held to pay an indemnity to the other Party equal to the H2M’s remuneration for the duration of the notice period or of the remaining part of that period. This termination indemnity will be calculated on the working hours foreseen for the coming 30-days starting from the termination.

11. FORCE MAJEURE

- 11.1. Neither Party shall be liable to the other Party for any delay or omission in the performance of any obligation hereunder, where the delay or omission is due to Force Majeure. For the sake of clarity, such Party shall not be deemed to be in breach of this Agreement.
- 11.2. If Force Majeure prevents or delays the performance by a Party of any obligation under this Agreement, then the Party claiming Force Majeure shall promptly notify the other Party thereof in writing giving full and complete account of the causes of delay or omission.

11.3. Party's obligations hereunder with respect to any required performance, which is so impeded or prevented by an event of Force Majeure, shall be suspended until such event ceases.

12. CONFIDENTIALITY

12.1. Each Party undertakes to keep secret and confidential at all times during and after the termination of this Agreement, the Confidential Information disclosed or developed by the other Party for the purposes of this Agreement directly or indirectly, orally, in writing or by inspection and that it will use the same solely for the purposes of this Agreement.

12.2. Nothing in this Agreement shall prevent the disclosure of information by a Party that:

- a) prior to the transmittal thereof to the Party was of general public knowledge;
- b) becomes, subsequent to the time of transmittal to the Party, a matter of general public knowledge otherwise than as a consequence of a breach by the Party of any obligation under this Agreement;
- c) is made public by the other Party;
- a) was in the possession of the Party in documentary form prior to the time of disclosure thereof to the Party by the other Party, and is held by the Party free of any obligation of confidence to the other Party or any third party; or
- b) is received in good faith from a third party having the right to disclose it, who, to the best of the Party's knowledge, did not obtain such information from the other Party and who imposes no obligation of secrecy on the Party with respect to such information.

12.3. This Clause shall apply for a period of three (3) years following termination of this Agreement.

13. RECORD KEEPING AND AUDIT RIGHT

13.1. Each Party shall maintain at all times during the term of this Agreement at its principal place of business, full, complete and accurate books of account and records in relation to its obligations under this Agreement.

13.2. Upon reasonable notice and subject to the reasonable security policies of the other Party, a Party shall be granted access during normal business hours to any of the other Party's premises in order for the Party, or one of its representatives, to inspect the other Party's relevant books and records solely to verify the other Party's compliance with its obligations under this Agreement.

14. NON-SOLICITATION

14.1. Principal shall not, as from the Effective Date and until 12 months after the termination of this Agreement, approach staff members or independent contractors of H2M in order to (offer to) employ them, contract with them or to have them employed or contracted by third parties through its mediation. Principal shall also not, during the same period, employ or contract any staff or independent contractors of Principal, when approached by the staff member or independent contractor himself, unless such staff member or independent contractor was dismissed at the initiative of Principal.

14.2. If the Principal breaches the non-solicitation provisions as set out in Article 14.1, Principal is held to pay a fee to H2M equal to 6 months gross salary of the relevant staff members or independent contractors.

15. GENERAL PROVISIONS

15.1. The failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time the performance by the other Party of any such provisions, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of either Party thereafter to enforce each and every provision. No waiver by any Party hereto of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

- 15.2. This Agreement and its annexes constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements between the Parties, whether written or oral, relating to the same subject matter.
- 15.3. No modification, amendment or supplements to this Agreement shall be effective for any purpose unless in writing, signed by each Party and appended in this Agreement. Approvals or consents hereunder of a Party shall also be in writing.
- 15.4. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, that provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of this Agreement shall not be affected.
- 15.5. In such case, each Party shall use its reasonable best efforts to immediately negotiate in good faith a valid replacement provision having a similar economic effect which is as close as possible to that of the invalid, void or unenforceable provision.
- 15.6. A Party shall not transfer or assign any or all rights and/or obligations under this Agreement or delegate the performance of any or all of its obligations hereunder without the express prior written consent of the other party.

16. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 16.1. Any Disputes which may arise between the Parties concerning the interpretation or the performance of this Agreement and which cannot be solved in amicable terms within 60 days, fall under the exclusive jurisdiction of the competent courts of Antwerp, Belgium.
- 16.2. This Agreement shall be governed by and construed in accordance with the laws of Belgium.