

## CUSTOMER AGREEMENT

Qbtech AB, Reg. No. 556624-6996, a limited liability company incorporated under the laws of Sweden, having its registered office at Kungsgatan 29, 111 56 Stockholm, Sweden (“Qbtech”)

Each of Qbtech and the Customer is hereinafter referred to as a “Party” and jointly as the “Parties”.

### BACKGROUND

- A. The Qbtech online software QbCheck is a tool for assessing the three core symptoms of ADHD – hyperactivity, inattention and impulsivity – in children, adolescents and adults. The tool is used to aid in the assessment and treatment interventions of ADHD, but is not designed to be a stand-alone tool for diagnosis of ADHD.
- B. The Customer wishes to use QbCheck within its business, and Qbtech has agreed to provide the Customer access to QbCheck as further described in this Agreement, and to grant the Customer a non-exclusive license to use QbCheck on the conditions set out in this Agreement.

### 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

“**Agreement**” shall mean this main document of this customer agreement including its Schedules, as amended from time to time.

“**Business Day**” shall mean a day (other than Saturday, Sunday or public holiday) when banks in Sweden are open for business.

“**General Terms and Conditions**” shall mean Qbtech’s general terms and conditions for QbCheck, as set out in [Schedule 1](#).

“**License**” shall mean the license to use QbCheck granted by Qbtech to the Customer in Section 3.1.

“**License Fee**” shall mean the fees to be paid by the Customer for the License, as set out in [Schedule 2](#).

“**Term**” shall mean the term of this Agreement, in accordance with Section 4.

” **Test taker**” shall mean any Test taker(s) and user(s) of the Customer receiving the Customer’s Test taker Services.

“**Test taker Services**” shall mean services rendered by the Customer to its Test takers including the use of QbCheck. Test taker Services include, but are not limited to, clinical decisions based inter alia on test results from QbCheck.

“**Test Voucher**” shall mean a code generated by the Customer in QbCheck or QAT for a particular Test Taker, allowing the Test Taker to perform a test in QbCheck. A Test Voucher is valid for thirty (30) calendar days.

“**QbCheck**” shall mean Qbtech’s proprietary software, which may be accessed on the QbCheck Web Site.

“**QbCheck Web Site**” means [www.qbcheck.com](http://www.qbcheck.com) or other web site communicated by Qbtech to the Customer from time to time.

“**Qbtech Administrative tool**” or “**QAT**” shall mean Qbtech's administration tool which enables the Customer to access test results, patient data, user data, aggregated data and through which Customer may access customer support from Qbtech. QAT is either integrated in QbCheck or stand alone.

### 2. AGREEMENT STRUCTURE

- 2.1 This Agreement consists of this main document of the Agreement, and the following Schedules, all of which form an integrated part of this Agreement:

<a href="#">Schedule 1</a>	General Terms and Conditions
<a href="#">Schedule 2</a>	License Fee
<a href="#">Schedule 3</a>	Personal Data Test Taker
<a href="#">Schedule 4</a>	Data Processing Terms

2.2 In case of any inconsistencies between the Schedules and this main document, this main document shall prevail, unless otherwise is specifically provided for herein. The Schedules shall prevail in the order listed above.

### **3. LICENSE**

#### **3.1 Grant of License**

Qbtech hereby grants to the Customer, subject to the terms set forth in this Agreement, a limited, non-exclusive, revocable, non-assignable and non-transferable license to use QbCheck solely for the provision of the Test Taker Services. The License is valid during the Term and shall terminate upon the termination of this Agreement for whatever reason.

#### **3.2 License Fee**

In consideration of the License granted in Section 3.1 above, the Customer shall pay to Qbtech the License Fee set forth in Schedule 2.

### **4. TERM**

4.1 This Agreement shall enter into force when duly signed by both Parties, and shall remain in force until terminated by either Party. In addition to termination rights set out elsewhere in this Agreement, the Customer may terminate this Agreement at any time during the Term, by giving thirty (30) days' written notice to Qbtech.

4.2 Except as set out in the General Terms and Conditions, the Customer's access to QbCheck is blocked at termination of this Agreement, including also the possibility to use Test Vouchers issued by the Customer.

### **5. CONTACT PERSONS AND NOTICES**

5.1 Any termination of this Agreement shall be in writing and shall be deemed given if sent by e-mail as follows:

If to Qbtech:

cancellation.qbcheck@qbtech.com

If to the Customer:

E-mail address: provided by Customer upon registration

5.2 Any other notice, request, demand, consent or other communication which is required or permitted under this Agreement shall be in writing and shall be deemed given if sent by e-mail as follows:

If to Qbtech:

enquiries.qbcheck@qbtech.com

If to the Customer:

E-mail address: provided by Customer upon registration

5.3 Any notice, termination, request, demand, consent or other communication which is given under this Agreement is deemed to have been received according to confirmation by the e-mail server system of the sending Party or, at the latest, upon written receipt thereof of any kind from the other Party.

## SCHEDULE 1

### GENERAL TERMS AND CONDITIONS

#### 1. GENERAL

These General Terms and Conditions shall form part of any customer agreement entered into by Qbtech AB (“**Qbtech**”) and a customer (the “**Customer**”) concerning QbCheck, unless otherwise has been expressly agreed by the Parties in writing.

#### 2. DEFINITIONS

2.1 When used in these General Terms and Conditions, the following terms shall have the meanings set forth below:

“**Agreement**” shall mean the customer agreement and its Schedules to which these General Terms and Conditions are attached.

“**Agreement Year**” shall mean a rolling twelve-month period as of the date of execution of the Agreement.

“**Applicable Data Protection Laws**” shall mean all legislation and regulations, including regulations issued by relevant supervisory authorities, protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the Processing of Personal Data that from time to time apply to the Customer and Qbtech, including without limitation, data protection laws and regulations implementing the Data Protection Directive 95/46/EC and as of 25 May 2018, the Regulation (EU) 2016/679) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the “**GDPR**”).

“**De-identified Test Data**” shall mean test data rendered in QbCheck which has been de-identified by Qbtech by way of permanently removing the Test Taker IDs.

“**Confidential Information**” shall mean any information on any medium including, without limitation, know-how, source code, financial information, trade secrets, client lists, information concerning Test Takers, Personal Data, De-identified Test Data, and other proprietary business- or operational information, concerning either Party, whether marked as confidential or not.

“**Documentation**” shall mean the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by Qbtech.

“**General Terms and Conditions**” shall mean these general terms and conditions.

“**Intellectual Property Rights**” shall mean any and all intellectual property rights, including without limitation copyright and copyright protected materials, neighbouring rights, including but not limited to, database rights, know how (whether such know how is in itself patentable or not), registered or unregistered trademarks and trade names, design rights, patents or patentable inventions and any and all other rights in any country.

“**Test Taker ID**” shall mean as set out in Section 8.2.3 of these General Terms and Conditions.

“**Personal Data**” shall mean personal data including sensitive personal data in each case as defined in the Data Protection Laws.

“**Process**” shall have the meaning as set out in the Applicable Data Protection Laws and related only to personal data (including Test Taker’s personal data), or any part of such personal data in respect of which the Customer is the data controller and in relation to which Qbtech is providing services under this Agreement.

“**PPDA**” shall mean the Swedish Patients' Personal Data Act (*Sw. patientdatalagen* (2008:355)).

“**Required Settings**” shall mean the settings (such as hardware, software settings and adjustments of the Test taker’s immediate surroundings) required for the proper use of QbCheck, as described in QbCheck.

“**Software Protection Device**” shall mean the software protection device which, when attached to a computer or other electronic appliance, allows Users to access QbCheck via its User Account.

“**User**” shall mean a Customer's employee, a consultant engaged by the Customer or another person permitted by the Customer to access QbCheck on the Customer’s behalf.

“**User Account**” shall mean the User-specific accounts through which Users may access QbCheck.

2.2 Capitalized terms not defined above shall have the meaning set out in the main document of this Agreement.

#### 3. ACCESS TO QBCHECK

3.1 QbCheck may be used by the Customer solely for its Test Taker Services, by Users specifically authorised by the Customer for such use.

- 3.2 The Customer receives access to QbCheck by (i) ordering the Software Protection Device; and (ii) registering a corporate Customer Account on the QbCheck Website.
- 3.3 Using the Software Protection Device, the Users will be able to access QbCheck, and allow Test taker to perform tests in QbCheck, on-site at the Customer's premises or from any location fulfilling the Required Settings, using Test Vouchers.
- 3.4 Each User shall register and use an individual User Account to access QbCheck, and shall use and handle the Software Protection Device in accordance with the instructions provided with the Software Protection Device.
- 3.5 The Customer undertakes to promptly inform Qbtech in case a Software Protection Device is lost or destroyed or in case any unauthorized use of QbCheck, by its Users or by a third party, is discovered. In case of loss or destruction of the Software Protection Device, the Customer will be charged the costs of a replacement Software Protection Device, in accordance with Schedule 2.
- 4. QBTECH ADMINISTRATIVE TOOL**
- 4.1 QAT is a web-based tool which grants the Customer access to test results and other patient data, user data and aggregated data. Moreover, Qbtech will provide the Customer with support through the QAT.
- 4.2 QAT is a web-based tool which grants the Customer access to test results and other patient data, user data and aggregated data. Moreover, Qbtech will provide the Customer with support through the QAT.
- 4.3 The QAT may not be accessed by the Customer from a publically available computer or from any other computer which is accessible to non-authorized personnel at the Customer.
- 4.4 Standard functionality in QAT is included in the License Fee. However, any additional or Customer unique functionality will be invoiced separately in accordance with Qbtech's from time to time applicable price list.
- 4.5 For the avoidance of doubt, QAT is provided standalone and separate from QbCheck.
- 5. THE CUSTOMER'S OBLIGATIONS**
- 5.1 The Customer shall provide a room appropriate for Test takers' use of QbCheck at its premises, and undertakes to ensure that the Required Settings are fulfilled when a Test taker uses QbCheck at its premises. When providing Test takers with Test Vouchers for remote access, the Customer shall inform Test takers of the importance of fulfilling the Required Settings.
- 5.2 The use of QbCheck other than in accordance with the Required Settings shall be at the sole risk of the Customer, who shall be liable towards the Test takers, Qbtech and any third parties for any loss, damage and infringement resulting hereof.
- 5.3 QbCheck is not designed to be a stand-alone tool for diagnosis of ADHD and, accordingly, the Customer is solely responsible for the use of QbCheck in the Test taker Services, including but not limited to any clinical decisions made on the basis of test results from QbCheck. The Customer undertakes to only use QbCheck in accordance with its intended use (as communicated in QbCheck from time to time on the QbCheck Web Site) and shall be liable to the Test takers, Qbtech and any third parties for any loss, costs and damage resulting from the use of QbCheck in the Test taker Services.
- 5.4 The Customer shall not (unless permitted by applicable law): (i) copy, reproduce, alter, or share any content in QbCheck, other than by using functionality which is provided in QbCheck; (ii) copy, translate, adapt, or modify the object code of QbCheck; (iii) disassemble, decompile, reverse engineer or create derivative works based on QbCheck or any part thereof; (iv) circumvent any technology used by Qbtech or any third party to protect content accessible through QbCheck; (v) pledge, sub-license, rent, lend, assign or transfer in any other way QbCheck to any person without the prior written consent of Qbtech; or (vi) provide or otherwise make available QbCheck in whole or in part, in any form to any person other than the Users without the prior written consent from Qbtech.
- 5.5 Further, the Customer undertakes not to (i) introduce malicious content such as malware, trojan horses or viruses, or content which otherwise interferes with QbCheck; (ii) artificially manipulate QbCheck by using scripts, bots, plugins, extensions or other automated processes; (iii) interfere with QbCheck by tampering with, attempting to probe or testing the vulnerability of QbCheck; or (iv) otherwise utilize QbCheck in a way which conflicts the terms and conditions of this Agreement.
- 5.6 The Customer shall ensure that its use of QbCheck is in full compliance with all applicable laws, regulations and requirements, including without limitation in the area of

	data protection, Test taker security and secrecy, of all relevant governmental agencies and regulatory bodies, applicable on the Customer and its operations.		Qbtech's further investigation of the unauthorised access.
5.7	The Customer is liable for its Users' utilization of QbCheck.	7.5	Qbtech will store information about the user accounts and activities for access management and archive purposes.
<b>6.</b>	<b>SUPPORT</b>	<b>8.</b>	<b>PERSONAL DATA</b>
6.1	Technical support for the use of QbCheck will be offered to the Customer, via e-mail at technicalsupport.qbcheck@qbtech.com or through the QAT. Qbtech will use reasonable endeavours to respond within twenty-four (24) hours of receipt of a notification from the Customer.	8.1	<b>General</b>
6.2	The support services will include assistance and information regarding (i) the Required Settings; (ii) errors and malfunctions in QbCheck; and (iii) the use of QbCheck. For the avoidance of doubt, Qbtech will not provide support services in relation to:	8.1.1	The Parties acknowledge that certain information concerning the Test takers entered into QbCheck by the Customer will be considered Personal Data. In addition, the Parties acknowledge that Personal Data revealing information about a person's physical or mental health is considered sensitive personal data in the meaning of Applicable Data Protection Laws and therefore has to be treated in compliance with any applicable regulation for sensitive personal data.
(a)	interpretation of test results;	8.1.2	The Customer is the data controller (Sw. <i>personuppgiftsansvarig</i> ) of all Personal Data entered into QbCheck and Qbtech is the data processor (Sw. <i>personuppgiftsbiträde</i> ) to the extent processing Personal Data when providing the services under this Agreement unless otherwise is stated below..
(b)	the Customer's or Test takers' use of QbCheck in combination with any software, hardware or other equipment not in compliance with the Required Settings; or	8.2	<b>The Customer's obligations</b>
(c)	any other equipment, software or setting than QbCheck and the Required Settings, such as but not limited to the Customer's printer, internet connection or hardware malfunctions.	8.2.1	The Customer acknowledges that in its capacity of data controller it is obligated to comply with all applicable laws such as Applicable Data Protection Laws and the PPDA, including without limitation informing the Test takers of the Processing of Personal Data within QbCheck.
<b>7.</b>	<b>USER ACCOUNTS</b>	8.2.2	The Customer undertakes to procure a consent from each Test taker for the Processing of Personal Data prior to Test taker's use of QbCheck. Such consent shall substantially contain the information set out in <u>Schedule 3</u> , which will be available in QbCheck. The Customer will make sure that the Test taker reads and understands such information and that each consent given by a Test Taker will be recorded in the QbCheck by use of a tick box or similar technical solution provided in QbCheck so that it can be demonstrated which Patients that have given their consent. The information in Schedule 3 will also be made available in the local language. The consent document gives Qbtech a right to freely use De-identified Test Data (cf. Section 8.4 below), for example to develop ObCheck for the benefit of gaining further insights into diagnosis and treatment as well as other commercial and product development purposes and that his
7.1	Qbtech will create a main user account to the Customer which will be the Customer's main account for access to QbCheck. The Customer shall be responsible for creating additional accounts for authorised users at the Customer.		
7.2	The main user account should be authorised by the Customer to order material, supplies and other material and services from Qbtech at a rate/fee displayed in the QAT.		
7.3	Customer acknowledges and agrees that each authorised user must have an individual account in order to enable, <i>inter alia</i> , storage of individual activity logs for security purposes and in order for Qbtech and the Customer to comply with legal requirements.		
7.4	The Customer shall ensure that only authorised personnel is provided with user accounts and shall immediately inactivate any user accounts that are not actively used by Customer. If a user account has not been used for one (1) year from last access, Qbtech reserves the right to inactivate such account. The Customers shall notify Qbtech without undue delay in the event of any unauthorised access and shall assist Qbtech to facilitate		

- information is made available e.g. to other clinics for the same purposes. .
- 8.2.3 The Customer acknowledges that it is obliged to maintain Test takers' journals under the Data Protection Laws and, , if applicable, according to the PPDA. Certain information from the Test taker's journal, such as date of birth, height, weight, gender, diagnosis, details regarding medication and test results will be submitted in a function of QbCheck. The Customer acknowledges that, in order to preserve the privacy and anonymity of the Test takers, it may never submit name, address or personal identity number of a Test taker, nor any other information which may identify a particular Test taker. Prior to submitting Personal Data in QbCheck, the Customer undertakes to encrypt the information related to the Test takers' identities by way of assigning a random ID number to each Test taker ("Test taker ID"). The key to the Test taker ID shall not be disclosed to Qbtech. Accordingly, Qbtech will always only be processing data which cannot be directly linked to a Test taker on behalf of the Customer.
- 8.2.4 The Customer undertakes to process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, including Applicable Data Protection Laws.
- 8.3 **Qbtech's obligations as a data processor**
- 8.3.1 Schedule 4 shall govern Qbtech's processing as a data processor. The instructions appended to Schedule 4 e.g. includes an instruction from the Clinic to Qbtech to aggregate Test Data in accordance with section 8.4 below.
- 8.4 **De-identified Test Data and Deletion of Personal Data**
- 8.4.1 In conjunction with termination of the Agreement, Qbtech shall on behalf of the Customer, retain and store one copy of all log files and user accounts for archive purposes, Personal Data shall be deleted in accordance with 8.4.4.
- 8.4.2 Qbtech will permanently delete any Personal Data after five (5) years from the latest Patient activity or at the termination of the Agreement.
- 8.4.3 At the written instructions of the Customer, Qbtech shall promptly delete Personal Data as instructed. Qbtech shall never be required to delete records of test data where Patient ID and Clinic ID has been removed in accordance with section 8.4.4.
- 8.4.4 The Parties agree that Qbtech shall be entitled, upon deletion of the Personal Data, to use the test results rendered in QbCheck provided (i) that Qbtech removes all Test taker ID information and information about the Clinic (Clinic ID) from the records of the test results and replacing the Test taker ID and Clinic ID with new IDs which are randomly created by a computer; (ii) that the Customer has informed the Test taker of this procedure; and (iii) that the Test taker has given his or her consent to Qbtech's removal of the Test taker ID and Clinic ID as set out in Schedule 3. As between the parties the De-identified Test Data shall not be considered Personal Data.
- 8.4.5 The Customer acknowledges that Qbtech shall be the sole and exclusive owner of the De-identified Test Data and that it may be freely used by Qbtech.
- 8.5 **Indemnity**
- 8.5.1 Each Party agrees to indemnify and keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable due to any failure of the first Party or its employees or agents to comply with any of its obligations under this Section 7.
- 8.5.2 The Customer acknowledges that Qbtech is reliant on the Customer for direction as to the extent to which Qbtech is entitled to use and Process the Personal Data. Consequently, Qbtech will not be liable for any claim brought by a Test taker or other data subject arising from any action or omission by Qbtech, to the extent that such action or omission resulted from the Customer's instructions.
9. **PAYMENT AND PRICING**
- 9.1 The initial fee referred to in Schedule 2 will be paid when signing this agreement.
- 9.2 The test fee referred to in Schedule 2 will be paid at the point of time when a test is completed and approved in QbCheck, at the (then) current charge per test.
- 9.3 The storage and administrative fee referred to in Schedule 2 is charged nine (9) months after last performed test.
- 9.4 All charges referred to herein are exclusive of and net of any taxes.

- 9.5 An amount not timely paid shall bear interest of twelve (12) per cent per annum and Qbtech will have the right to charge £ 4 to cover administrative costs relating to any such late payment.
- 9.6 Qbtech is entitled to revise its prices upon thirty (30) calendar days' written notice.
- 9.7 If QbCheck has not properly processed a test, the Customer shall immediately and not later than fourteen (14) days after receipt of the invoice notify Qbtech thereof. Qbtech will issue a credit note provided that QbCheck has not worked according to the specification. The Customer acknowledges that any test performed for other than clinical purposes are subject to Qbtech's prior written approval in order to entitle the Customer to a price reduction.
- 10. WARRANTY**
- 10.1 The Customer acknowledges that QbCheck is delivered as-is, that software in general is not error-free and that the existence of such errors shall not constitute a breach of this Agreement. Qbtech does not warrant that QbCheck or the Customer's access or use thereof will be uninterrupted or error free.
- 10.2 To the extent permitted by applicable law, Qbtech disclaims all other warranties with respect to QbCheck, expressed or implied, including but not limited to any implied warranties of merchantability or fitness for any particular purpose. However, in the event that the Customer discovers a material functional error in QbCheck and notifies Qbtech of the error, Qbtech will endeavour to supply the Customer with a "work-around" of the malfunction, or use reasonable endeavours to correct the error by an update or new release of QbCheck (at Qbtech's option).
- 11. LIMITATION OF LIABILITY**
- 11.1 The following provisions set out the entire liability of Qbtech (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: (i) any breach of this Agreement; (ii) any use made by the Customer of QbCheck; and (iii) any warranties, representation, statement or omission (including negligence) arising under or in connection with this Agreement.
- 11.2 Qbtech shall in no event be liable for loss of profits; loss of business; loss or corruption of data or information; or any other indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 11.3 Nothing in these General Terms and Conditions excludes the liability of Qbtech for death or personal injury caused by Qbtech's negligence or for fraud or fraudulent misrepresentation.
- 11.4 Save for the events set out in Section Fel! Hittar inte referenskölla., Qbtech's total liability shall, per Agreement Year, not exceed the License Fee paid by the Customer during the preceding Agreement Year.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1 The Customer acknowledges that any and all of the Intellectual Property Rights in QbCheck and the De-identified Test Data are and shall remain the sole property of Qbtech, and the Customer acquires no rights in or to QbCheck or the De-identified Test Data other than those expressly granted by the Agreement. The Customer shall not during the Term or at any time after the expiry or termination of the Agreement in any way question or dispute the ownership by Qbtech thereof.
- 12.2 The Customer shall not seek to register any trade mark, trading name or domain name which contains any of Qbtech's Intellectual Property Rights, including the trade marks "Qbtech", "QbTest", "QbCheck" or any similar trade mark. Any applications or registrations made by the Customer in breach of this Section 12.2 shall immediately be assigned to Qbtech upon request.
- 12.3 In the event that new inventions, designs or processes evolve in performance of or as a result of the Agreement, the Customer acknowledges that the same shall be the property of Qbtech unless otherwise agreed in writing by Qbtech.
- 12.4 The Customer shall use reasonable endeavours to prevent any infringement of Qbtech's Intellectual Property Rights in QbCheck or the Aggregated Test Data, and shall promptly report to Qbtech any such infringement that comes to its attention.
- 12.5 Except as provided in this Section 12.5, Customer shall not represent, directly or indirectly, that Qbtech has approved or endorsed Customer or its products or services, without the prior written consent may be withheld for any or no reason. Customer shall not remove, modify, or alter in any manner any proprietary notices, product notice or disclaimers of any kind provided on any portion of QbCheck, or Qbtech Software or Hardware, including, without limitation, any copyright, patent or other proprietary notices, legends, or labels, Customer may identify in

Customer information and marketing materials that QbCheck is available at Customer offices; provided that any reference to QbCheck or any use of the Qbtech Marks shall be in accordance with the guidelines provided by Qbtech from time to time. In providing and promoting Customer services that include QbCheck, Customer will: (i) not engage in any deceptive, misleading, illegal or unethical practices; and (ii) not make any statements, claims, representations, or guarantees concerning QbCheck, that are inconsistent with, or in addition to, those provided by Qbtech or otherwise misrepresent the features, functionality or capabilities of QbCheck.

12.6 The Customer shall use reasonable endeavours to prevent any infringement of Qbtech's Intellectual Property Rights in QbCheck, and shall promptly report to Qbtech any such infringement that comes to its attention.

### 13. CONFIDENTIALITY

13.1 Each Party undertakes not to use or disclose any Confidential Information which it may from time to time receive or obtain (in any form) as a result of entering into or performing its obligations pursuant to this Agreement or otherwise, relating to the other Party and which is not in the public domain unless:

- (a) required to do so in order to fulfil its obligations under this Agreement;
- (b) required to do so by law or pursuant to any order of any court or other competent authority or tribunal;
- (c) required to do so by any applicable supervisory authority within the health sector or applicable stock exchange regulations or the regulations of any other recognised market place;
- (d) such disclosure has been consented to by the other Party in writing; or
- (e) the Confidential Information is disclosed to its professional advisors who make no other use of the Confidential Information than for assisting the Party and who are bound to such Party by a duty of confidence which applies to any Confidential Information disclosed.

13.2 The Parties shall use their commercially best efforts to (i) avoid disclosure of Confidential Information to the other Party, except as may be required to perform the commitments under the Agreement, and (ii) limit the access to such Confidential Information to those of its employees (or other representatives as the

case may be) who have a need to know such Confidential Information to fulfil the relevant Party's obligations under this Agreement.

13.3 This Section 13 shall survive the termination of the Agreement.

### 14. FORCE MAJEURE

Each Party shall be excused from the performance or punctual performance of any of its obligations under the Agreement, and such obligations shall be extended by a period reasonable under the circumstances, to the extent the performance thereof is prevented or delayed by industrial disputes or any cause beyond their reasonable control which, without in any way limiting the generality of the foregoing, shall include acts of God, riots, fire, flood, volcanic activities, wars, accidents, acts of terrorism, sabotage, strike, failure of telecommunications or power disruptions caused by third parties, shortage of supplies and defaulting third parties (not directly or indirectly caused by the non-performing Party or its affiliates), embargo or other government actions and any other similar occurrence beyond the non-performing Party's control.

### 15. TERMINATION FOR CAUSE

In addition to termination rights set out elsewhere in this Agreement, it may be terminated with immediate effect:

- (a) by either Party if the other Party fails to fulfil any of its obligations under this Agreement and such failure (if remediable) is not remedied within thirty (30) days of written notice to do so;
- (b) by either Party if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors; or
- (c) by Qbtech if the control of either Party shall be transferred to any person(s) other than the person(s) in control of such Party at the effective date of this Agreement.

### 16. MISCELLANEOUS

16.1 **Entire agreement, amendments and waiver**  
This Agreement including its Schedules constitutes the whole Agreement and understanding of the Parties and supersedes any previous arrangement, understanding or agreement between them (whether written or oral) relating to the subject matter of this Agreement. Any amendment of this Agreement shall be made in writing and shall be duly signed by each of the Parties. Delay



in exercising or non-exercise of any right under this Agreement is not, and shall not be construed as, a waiver of that right.

16.2 **Assignment**

The Customer may not, without the prior written consent of Qbtech, assign this Agreement or any of its rights or obligations hereunder to a third party. Qbtech may assign its rights and obligations under this Agreement, in whole or in part, to a third party at any time without notice.

16.3 **No partnership or agency**

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, under the Swedish partnership act (Sw: *Lag (1980:1102) om handelsbolag och enkla bolag*) or otherwise, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16.4 **Survival**

16.4.1 Notwithstanding any termination of this Agreement, Section 8.3 above shall remain in force between the Parties for as long as Qbtech stores Personal Data on the Customer's behalf.

16.4.2 Any other provision of this Agreement which contemplates performance or observance subsequent to any termination of this

Agreement (including but not limited to Sections 12, 13 and 16.5) shall survive any termination of this Agreement and continue in full force and effect.

16.5 **Disputes and governing law**

16.5.1 This Agreement shall be governed and construed in accordance with the laws of Sweden, without giving regard to its principles of conflicts of laws.

16.5.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.

16.5.3 The Parties undertake and agree that all arbitral proceedings conducted or initiated with reference to this Section 16.5 shall be kept strictly confidential, including all information disclosed in the course of such arbitral proceedings, as well as any decisions or award that is made or declared. This notwithstanding, a Party shall not be prevented from disclosing such information if such a right (to disclose the information) exists pursuant to a statute, a regulation, a decision by an authority, a stock exchange contract or similar.

## SCHEDULE 2

### LICENSE FEE

#### **License Fee**

The License Fee is divided into two parts, an initial fee and a fee per test.

The initial fee is charged by Qbtech. This includes three (3) tests to be used within a month. The initial fee is charged by Qbtech in accordance with the terms of payment set forth on [www.qbcheck.com](http://www.qbcheck.com)

The fee per test is charged per executed test The fee per test is charged per executed test in accordance with terms of payment set forth on [www.qbcheck.com](http://www.qbcheck.com)

The storage and administrative fee is charged charged if the customer which to continue to access QbCheck after a nine (9) months period of no tests charged. The storage and administrative fee is charged in accordance with terms of payment set forth on [www.qbcheck.com](http://www.qbcheck.com)

The prices, as changed from time to time, for the initial fee, fee per test storage and storage and administrative fee are listed on [www.qbcheck.com](http://www.qbcheck.com)

#### **Fee in case of loss or destruction of the Software Protection Device**

In case of loss or destruction of the Software Protection Device, the Customer will be charged the costs of a replacement Software Protection Device, amounting to **£ 50**,

**SCHEDULE 3**  
**QBCHECK – INFORMATION TO THE TEST TAKERS – CONSENT FORM**

1. INTRODUCTION

- 1.1. The clinic where you are taking the test (the “Clinic”) has licensed QbCheck for use in its operations. QbCheck offers an objective method for measuring the three core signs of ADHD – hyperactivity, inattention and impulsivity – in children, adolescents and adults. The test system is used to support diagnosis and to show response to and progress of treatment. All evaluation and treatment will be carried out by qualified personnel.
- 1.2. The QbCheck is provided by Qbtech AB, Kungsgatan 29, 111 56 Stockholm. The Clinic is data controller for information about you about you which is processed within the QbCheck and you will be provided with a separate data privacy notice from the Clinic covering their processing of your information about you in accordance with the Swedish Patient’s Data Act (*Sw. patientdatalagen (2008:355)*). Qbtech AB is a data processor and may only process such information according to the instructions of the Clinic apart from what is explicitly stated below in section 3.
- 1.3. Qbtech AB is the data controller for the processing of your information described in section 3 below, to the extent such information would constitute personal data.

2. GENERAL INFORMATION REGARDING QBCHECK

- 2.1. The software in QbCheck contains a form where the test administrator manually enters the following information concerning you as a test person: QbCheck patient ID (not your personal identity number), date of birth, length, weight, gender, diagnosis, details regarding medication, test results and other relevant notes. The information is processed in the software client and is submitted, at each test event, to a central server hosted by Amazon Web Services (AWS) in Ireland. The server generates test reports where test data and certain parameters are set out. The transfer of test data between the software client and the server is encrypted with a certificate.
- 2.2. All information that the test administrator manually enters into the software client, data from the test and the test report is centrally stored by AWS. The information is only available for authorised users within the Clinic and for authorised personnel and consultants of Qbtech AB and it’s subsidiaries to provide the QbCheck services to the Clinic under the Clinic’s instructions.
- 2.3. No individual test data which can directly identify you will in any form be transferred or in any other manner be made available to third parties (except if required to fulfil legal requirements towards public authorities and the like) without first obtaining your prior written consent.
- 2.4. Under the instructions of the Clinic your QbCheck patient ID (not your personal identity number), date of birth, length, weight, gender, diagnosis, details regarding medication, test results and other relevant notes will upon your consent below be stored for five (5) years (measured since last activity). Your data will then be deleted by replacing your patient ID and ClinicID with new IDs which are randomly created by a computer. Once these ID-numbers are replaced, Qbtech cannot identify you since Qbtech has no access to information which can connect the new IDs to your QbCheck patient ID, Clinic or your name.

3. QBTECH’S PROCESSING OF YOUR INFORMATION

- 3.1. When the new randomized IDs are created and your data is no longer identifiable the test data will thereafter be used by Qbtech for the purpose of developing the QbCheck to gain further insight into diagnosis and treatment and for other commercial development. This will be of benefit both to you and other individuals performing the QbCheck. Note again that no information which can directly identify you is used.

4. YOUR RIGHTS AS A TEST PERSON

- 4.1. To the extent information constitutes personal data certain rights may apply under law as detailed in sections 4.2 to 4.9 below.
  - 4.2. If you identify that any personal data about you is inadequate, incomplete or incorrect, you are entitled to have it corrected.
  - 4.3. You may have the right to request confirmation whether or not personal data about you is processed and if that is the case access to your personal data and additional information such as the purposes of the processing. You are also entitled to receive a copy of the personal data about you undergoing processing. If the request is made by electronic means the personal data will be provided in a commonly used electronic format if you do not request otherwise.
  - 4.4. You may object to any processing of personal data on the basis of a legitimate interest, on grounds relating to your particular situation.
  - 4.5. You may have personal data about you erased under certain circumstances.
  - 4.6. You may ask for restriction of the processing of your personal data to only comprise storage of your under certain circumstances.
  - 4.7. You may ask to receive a machine-readable copy of personal data about you which processed on the basis of your consent and which been provided to us by you (data portability).
  - 4.8. You may withdraw your consent to processing of your personal data at any time.
  - 4.9. You acknowledge that you always have the right to lodge complaints pertaining to the processing of your personal data to the competent data protection authority.
5. CONTACTS
- 5.1. Since Qbtech does not have access to any information which can directly identify you should turn to the test administrator at the Clinic to request exercise of rights under section 4.2 – 4.8 above.
  - 5.2. Qbtech has appointed a data protection officer who can be contacted on [personaldata.qbcheck@qbtech.com](mailto:personaldata.qbcheck@qbtech.com).

## CONSENT

You as a test person may decide yourself whether information about you will be submitted to, analysed and stored in the **QbCheck**. If you are under 18 years old this decision must be taken by your guardian. Please note that you will not be able to perform a test without giving your consent below.

By checking the box below, you confirm that you have received the information above and consent to the following:

- [ ] That information about you about you is processed within the **QbCheck** for the purposes described above in section 2, including specifically that the Clinic instructs Qbtech AB to manage your information as detailed in section 2.4 above (so that you can no longer be directly identified by the test data in any manner) and use your information as detailed in section 3 above .

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## SCHEDULE 4 DATA PROCESSING TERMS

### RECITALS:

- A. Qbtech ("Processor") and the Customer have entered into an Agreement dated *[insert date]* (the "Agreement").
- B. Within the scope of the Agreement, the Processor will Process Personal Data for which the Customer is Data Controller, in accordance with what is set forth in Schedule 1. Processor is a Data Processor for such Processing carried out on behalf of the Customer. This Data Processing Agreement sets out in which manner the Processor shall Process Personal Data on behalf of the Customer.
- C. In the event of any conflict between a provision in this Data Processing Agreement and a provision in the Agreement, the provisions in this Data Processing Agreement shall take precedence to the extent the provision in this Data Processing Agreement provides greater protection for the Personal Data that are Processed.

### 1. Definitions

In this Data Processing Agreement, the following terms have the following meanings:

**"Agreement Date"** means the date indicated above;

**"Applicable Laws"** means laws and regulations under EU law and relevant Member State laws that from time to time apply to Processor and the Customer;

**"Applicable Data Protection Laws"** means all legislation and regulations, including regulations issued by relevant supervisory authorities, protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the Processing of Personal Data that from time to time apply to Processor and the Customer, including data protection laws and regulations implementing the Data Protection Directive 95/46/EC and as of 25 May 2018 the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "GDPR"); and

**"Data Controller", "Data Subject", "Data Processor" "Processing", "Personal Data", and "Personal Data Breach",** shall have the same meaning as in the GDPR;

**"Data Processing Agreement"** means this Data Processing Agreement and all appendices attached hereto (as amended from time to time in accordance herewith); and

**"Third Country"** means a country which is not a member of the European Union (EU) or the European Economic Area (EEA).

### 2. General obligations of Processor

- 2.1. Processor undertakes to only Process Personal Data in accordance with the Customer's documented instructions set forth in this Data Processing Agreement and the Agreement.
- 2.2. In the event the Customer provides additional documented instructions regarding Processing of Personal Data, beyond what is stated in this Data Processing Agreement or the Agreement, Processor is entitled to remuneration for any potential costs incurred to Processor as a result of such additional instructions.
- 2.3. Notwithstanding what is stated in Section 2.1 above Processor is entitled to Process the Personal Data to the extent it is necessary in order to comply with legal requirements under Applicable Laws to which Processor is subject. Processor shall inform the Customer of that legal requirement before the Processing, unless Applicable Laws prohibit Processor from providing this information.

- 2.4. Notwithstanding any choice of law provisions agreed between the Parties in the Agreement, Applicable Data Protection Laws shall apply to the Processing of Personal Data covered by this Data Processing Agreement.
  - 2.5. Processor shall notify the Customer if Processor cannot fulfil its obligations under this Data Processing Agreement or if Processor is of the view that an instruction provided by the Customer regarding the Processing of Personal Data infringes Applicable Data Protection Laws, unless Processor is prohibited from notifying the Customer under Applicable Laws.
3. Security measures
    - 3.1. Obligation to Implement Technical and Organizational Measures to Protect Personal Data
      - 3.1.1. Processor shall implement appropriate technical and organizational measures in order to protect and safeguard the Personal Data that is Processed against Personal Data Breaches. The measures shall, at a minimum, achieve the level of security as provided for in the Applicable Data Protection Laws, having regard to, *inter alia*, the risks the Processing involves.
      - 3.1.2. Furthermore, Processor shall upon the Customer's request, provide necessary information that is available to Processor in order to allow the Customer to fulfil its obligations to, where applicable, carry out data protection impact assessments (DPIAs) and prior consultations with the relevant supervisory authority under Applicable Data Protection Laws in relation to the Processing of Personal Data covered by this Data Processing Agreement. Processor is entitled to compensation from the Customer for any costs and expenses relating to Processor's assistance in accordance with the Customer's request under this section 3.1.2.
    - 3.2. Access to Personal Data etc.
      - 3.2.1. Processor shall ensure that access to the Personal Data is limited to those employees of Processor who need access to the Personal Data in order for Processor to fulfil its obligations towards the Customer under this Data Processing Agreement and the Agreement.
      - 3.2.2. Processor shall ensure that all employees authorized to access and Process the Personal Data observe confidentiality not less restrictive than the confidentiality undertaking set out in Section 6 of this Data Processing Agreement.
    - 3.3. Personal Data Breach
      - 3.3.1. In the event of a Personal Data Breach, Processor shall notify the Customer of the Personal Data Breach in writing without undue delay after becoming aware of the Personal Data Breach.
      - 3.3.2. The notification to the Customer will be made using the standard Qbtech template and shall include the following information:
        - 3.3.2.1. a description of the nature of the Personal Data Breach including the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
        - 3.3.2.2. the likely consequences of the Personal Data Breach; and
        - 3.3.2.3. a description of the measures taken or proposed to be taken by Processor to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
      - 3.3.3. Where, and insofar as, it is not possible for Processor to provide the information set out in Section 3.3.2 above at the same time, Processor may provide the information in phases without any further undue delay
  4. Access to information etc.
    - 4.1. Processor continuously documents the measures that Processor has taken to fulfil its obligations under this Data Processing Agreement. The Customer is entitled to, upon request, receive a copy of the latest version of such documentation.

- 4.2. The Customer may conduct an inspection of the technical and organizational measures that Processor have implemented to fulfil its obligations under this Data Processing Agreement. For the avoidance of doubt, such inspection shall only comprise such information that is necessary in order for the Customer to determine whether Processor takes appropriate technical and organizational measures to fulfil its obligations under this Data Processing Agreement and shall under no circumstances comprise any other information regarding Processor's business operations which is irrelevant to Processor's Processing of Personal Data on behalf of the Customer. The Parties acknowledge and agree that an inspection shall be conducted by a third party jointly appointed by both Parties. The Customer shall ensure that such third party undertakes confidentiality in relation any information that the third party receives within the scope of the inspection, which is not less restrictive than the confidentiality undertaking in Section 6 below. The Customer shall be liable for any breach of such confidentiality undertaking by the third party. The Customer shall notify Processor in writing at least thirty (30) days in advance if the Customer wishes to exercise its right to conduct an inspection. Any and all costs and expenses related to the inspection shall be borne by the Customer, including any potential costs and expenses incurred to Processor due to the Processor's participation during an inspection.
5. Use of sub-processors
  - 5.1. Processor may engage outside sub-contractors, consultants or other third parties ("Sub-Processors") to Process Personal Data on behalf of the Customer. The Customer is upon request entitled to receive a list of Processor's from time to time assigned Sub-Processors that Processes Personal Data on behalf of the Customer. The Customer hereby accepts that the Sub-Processors listed in the written record provided by Processor separately may Process Personal Data on behalf of the Customer.
  - 5.2. Furthermore, the Customer hereby grants Processor authority to enter into data processing agreements on behalf of the Customer directly with the Sub-Processors. Such data processing agreement with a Sub-Processor shall impose obligations on the Sub-Processor corresponding to and not less restrictive than what is set out in this Data Processing Agreement.
  - 5.3. Processor shall provide the Customer a list accessible through the QAT of Sub-Processor engaged by the Processor. From time to time, the Processor may update this list and the Customer agree that the Processor may notify the Customers about material changes by updating this list. The list includes the following information:
    - 5.3.1.the identity of the Sub-Processor (including full legal name, company registration number and address);
    - 5.3.2.the type(s) of service(s) provided by the Sub-Processor; and
    - 5.3.3.the geographical location where the Sub-Processor will Process Personal Data of behalf of the Customer.
  - 5.4. The Customer may object to Processor's assignment of a Sub-Processor that shall Process Personal Data on behalf of the Customer, whereby the Parties shall seek to agree on a solution which is acceptable to both Parties. If no solution can be reached each party shall have the right to terminate the Agreement according to the Terms of the agreement.
  - 5.5. Processor shall, in addition to the information set out in Section 5.3 above, upon the Customer's request provide information regarding which measures that have been taken to ensure that the Sub-Processor provides sufficient guarantees to implement appropriate technical and organizational measures in such manner that the Processing will meet the requirements of Applicable Data Protection Laws.
  - 5.6. Where a Sub-Processor fails to fulfill its data protection obligations, Processor shall remain fully liable to the Customer for the performance of the Sub-Processor's obligations.
6. Confidentiality
  - 6.1. Without prejudice to any confidentiality undertakings included in the Agreement, Processor shall keep and maintain all Personal Data in strict secrecy and not disclose the Personal Data to a third

party, unless otherwise authorized in advance in writing by the Customer or otherwise required by Applicable Laws or for the performance of this Data Processing Agreement and the Agreement. Processor agrees that the confidentiality undertaking under this Section 6 shall survive the termination of this Data Processing Agreement and continue to apply until all Personal Data have been returned or (upon the Customer's written request) have been deleted or anonymized in a secure and irreversible way in accordance with Section 9 below.

## 7. Liability

7.1. The provisions regarding liability under the Agreement shall apply correspondingly to this Data Processing Agreement.

## 8. Rights of the Data subject

8.1. Processor shall, to the extent possible, having regard to the nature of the Processing, implement necessary technical and organizational measures in order for the Customer to be able to fulfil its obligation to respond to a request from Data Subjects to exercise their rights according to Applicable Data Protection Laws. Processor is entitled to remuneration for any potential costs and expenses if the Customer requests that Processor shall assist the Customer with responding to a Data Subject's request to exercise his or her rights according to Applicable Data Protection Laws.

## 9. Return of personal data

9.1. Section **Fel! Hittar inte referenskälla.** in the Agreement shall apply.

## 10. Transfer to and processing of personal data in a third country

10.1. Processor is entitled to transfer Personal Data belonging to the Customer, to a Third Country, provided that:

10.1.1. the Third Country according to a decision issued by the EU Commission provides an adequate level of protection for Personal Data which comprises the Processing of Personal Data;

10.1.2. Processor ensures that there are appropriate safeguards in place in accordance with Applicable Data Protection Laws, e.g. standard data protection clauses adopted by the EU Commission under Applicable Data Protection Laws, that comprises the transfer and the Processing of Personal Data; or

10.1.3. if there are any other exemptions under Applicable Data Protection Laws that comprise the Processing of Personal Data.

10.2. For the avoidance of doubt, Personal Data may not be transferred to or Processed in a Third Country unless all conditions outlined in 10 above are met.

## 11. Term and Termination

11.1. This Data Processing Agreement shall be effective as of the Agreement Date and shall continue to apply during the term of the Agreement or the longer period during which Processor or a Sub-Processor assigned by Processor Processes Personal Data on behalf of the Customer.

## 12. Non-Assignment

12.1. Neither the rights nor the obligations of either Party under this Data Processing Agreement may be assigned in whole or in part without the prior written consent of the other Party.

## 13. Amendments

13.1. Additions and amendments to this Data Processing Agreement shall be in writing and duly signed by both Parties to be valid.

## 14. Applicable law

14.1. This Data Processing Agreement shall be governed by Swedish law, without regard to any provisions regarding conflict of laws.

## 15. Dispute

15.1. Any dispute arising out of or in connection to this Data Processing Agreement shall be finally settled in accordance with the dispute resolution provisions of the Agreement.



\* \* \* \* \*

This Data Processing Agreement has been made in two (2) identical copies of which each Party has received one.

Place and date

Place and date

QBTECH AB - PROCESSOR

THE CUSTOMER