

CUSTOMER AGREEMENT

The legal agreements set out below govern your use of QbCheck. To agree to these terms, check the consent box if you do not agree to these terms, do not check the consent box and do not use the services. By agreeing to these terms and providing us with your contact and billing information you become a Customer according to this Agreement.

About us: 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 medical device tool for assessing the three core symptoms of ADHD – hyperactivity, inattention and impulsivity – in children, adolescents and adults. The tool is used to support diagnosis, but is not designed to be a stand-alone tool for diagnosis of ADHD. Through the QbCheck application, Customer submits certain health information concerning a patient to Qbtech which processes the information by means of the QbCheck software application and provides a patient-specific report that provides Customer with an overall ADHD symptom level score for the patient, patient-specific scores on the three core symptoms, a visual presentation of the patient’s test data and data for comparison. Qbtech’s services with respect to QbCheck makes it a health care provider under HIPAA and the HITECH Act.
- B. 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.

“**Patient**” shall mean any patient of the Customer receiving the Customer’s Patient Services.

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

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

“**QbCheck Web Site**” means www.qbcheck.com or other web site communicated by Qbtech to the Customer from time to time.

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

“**Test Voucher**” shall mean a code generated by the Customer in QbCheck for a particular Patient, allowing the Patient to perform a test in QbCheck at a location of his/her choice. A Test Voucher is valid for thirty (30) calendar days after issuance by Qbtech.

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:

| | |
|-------------------|---|
| <u>Schedule 1</u> | General Terms and Conditions |
| <u>Schedule 2</u> | License Fee |
| <u>Schedule 3</u> | Personal Data – QbCheck Patients Consent Form |

2.2 In case of any inconsistencies between the Schedules and this main document, this main document shall prevail, unless otherwise 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 Patient 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 will cease at the time of termination of this Agreement, including the use of 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 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 Year**” shall mean a rolling twelve-month period beginning as of the date of execution of the Agreement.

“**Anonymised Test Data**” shall mean test data rendered in QbCheck which has been anonymised by Qbtech by way of permanently removing the Patient IDs.

“**Breach Notification Rule**” shall mean that portion of HIPAA set forth in 45 CFR Part 160 and in subparts A and D of Part 164.

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

“**Customer Account**” shall mean the Customer-specific account through which the Customer may access QbCheck.

“**HIPAA**” shall refer to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, and any subsequent amendments or modifications thereto.

“**HITECH Act**” shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

“**Intellectual Property Rights**” shall mean any and all intellectual property rights, including without limitation copyright, 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.

“**Patient ID**” shall mean as set out in Section 6.2.3 of these General Terms and Conditions.

“**PDA**” shall mean the Swedish Personal Data Act (*Sw. personuppgiftslagen (1998:204)*).

“**Personal Data**” shall mean protected health information” as defined in HIPAA. It shall also mean “personally identifiable information” as that term is defined in applicable law.

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

“**Privacy Rule**” shall mean that portion of HIPAA set forth in 45 CFR Part 160 and in subparts A and E of 45 CFR Part 164.

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

“**Security Rule**” shall mean that portion of HIPAA set forth in 45 CFR Part 160 and in subparts A and C of 45 CFR Part 164.

“**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 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 Patient Services, by Users specifically authorized 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 Patients to perform tests in QbCheck, on-site at the Customer's premises or from any remote location, 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 event 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. THE CUSTOMER'S OBLIGATIONS**
- 4.1 The Customer shall provide a room appropriate for Patients' use of QbCheck at its premises, and undertakes to ensure that the Required Settings are fulfilled when a Patient uses QbCheck at its premises. When providing Patients with Test Vouchers for remote access, the Customer shall inform Patients of the importance of fulfilling the Required Settings.
- 4.2 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 Patients, Qbtech and any third parties for any loss, damage and infringement resulting hereof.
- 4.3 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 Patient 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 from time to time in QbCheck **or** on the QbCheck Web Site) and shall be liable towards the Patients, Qbtech and any third parties for any loss, costs and damage resulting from the use of QbCheck in the Patient Services.
- 4.4 The Customer shall not (unless permitted by applicable law): (i) copy, reproduce, alter, or share any content in QbCheck, other 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 Customer's Users without the prior written consent from Qbtech.
- 4.5 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.
- 4.6 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, patient security and secrecy, of all relevant governmental agencies and regulatory bodies, applicable on the Customer and its operations.
- 4.7 The Customer is liable for its Users' utilization of QbCheck.
- 5. SUPPORT**
- 5.1 Technical support for the use of QbCheck will be offered to the Customer, via e-mail at technicalsupport.qbcheck@qbtech.com. Qbtech will use reasonable endeavours to respond within twenty-four (24) hours of receipt of a notification from the Customer.
- 5.2 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:
- (a) interpretation of test results;
- (b) the Customer's or Patients' use of QbCheck in combination with any software, hardware or other equipment not in compliance with the Required Settings; or
- (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.

6. PERSONAL DATA

6.1 General

The Parties acknowledge that certain information concerning the Patients entered into QbCheck by the Customer will relate to the past, present or future physical or mental condition of the Patients and thus may form health information subject to regulation under existing laws and regulations, including HIPAA and state privacy laws, and that such information may also be considered sensitive personal data under Swedish law, including the PDA and PPDA.

6.1.1 The Customer, in its capacity of health care provider, may be subject to applicable federal and state laws governing individually identifiable health information, including PHI, as well as federal and state laws governing Personally Identifiable Information.

6.1.2 The Parties acknowledge that certain information concerning the Users (name, email address, telephone number) entered into QbCheck will be considered Personal Data, as well as Personally Identifiable Information, and that, under Swedish law, Qbtech is considered the data controller of such information.

6.2 The Customer's obligations

6.2.1 The Customer acknowledges that it may be a covered entity under HIPAA and, thus, obligated to comply with HIPAA.

6.2.2 The Customer undertakes to procure valid authorization and consent from each Patient for the processing of Personal Data prior to Patient's use of QbCheck. Such valid authorization consent shall substantially contain the information set out in Schedule 3, and will be made available in QbCheck. The Customer will make sure (i) that the Patient reads and understands such information; (ii) that each authorization and consent given by a Patient is recorded in QbCheck; and (iii) that the Customer adheres to the undertakings imposed on the Customer in such document. The information in Schedule 3 will also be made available in the Patient's preferred language. Customer undertakes to file such consent for evidential purposes. In case of any Patient's complaint, judicial proceedings or measures or requests for penalties by the Office for Civil Rights of the U.S.

Department of Health and Human Services, or other data protection authorities, with respect to Qbtech, the Customer shall, upon Qbtech's reasonable request, deliver a copy of

the respective Patient's consent to Qbtech. Customer shall retain cons

6.2.3 The Customer acknowledges that it is obliged to maintain Patients' journals and medical records in compliance with applicable federal and state laws and regulations including, but not limited to, HIPAA. Certain information regarding each Patient, such as date of birth and gender, will be submitted in a function of QbCheck. The Customer acknowledges that, in order to preserve the privacy and anonymity of the Patients, it may never submit to Qbtech the name, address, personal identity number of a Patient, any direct personal identifiers listed in 45 CFR 164.514(e)(2), or any other information which may identify a particular Patient. Instead, prior to submitting Patient-related data in QbCheck, the Customer undertakes to encrypt the Patients' identities by assigning a random ID number to each Patient is not derived from or related to information about the Patient and is not otherwise capable of being translated so as to identify the Patient ("Patient ID"). The key to the Patient ID shall not be disclosed to Qbtech. Accordingly, Qbtech will always be processing anonymous Personal Data on behalf of the Customer. The Parties acknowledge that such anonymous Personal Data may not constitute fully de-identified information under the Privacy Rule.

6.2.4 Customer shall not disclose to Qbtech any PHI that is not anonymous Personal Data. Anonymous Personal Data is data from which all direct identifiers relating to the patient, except the Patient ID, have been removed.

6.2.5 The Customer may access Patients' test results and similar Patient Personal Data in the User Accounts, and may retrieve and export Personal Data from QbCheck, by downloading or printing such data. Irrespective of whether the Customer processes Personal Data in QbCheck, or exports data from QbCheck, the Customer undertakes to process the Personal Data in compliance with all applicable federal and state laws, enactments, regulations, orders, standards and other similar instruments, including, but not limited to, HIPAA.

6.2.6 Customer agrees that Qbtech may charge, and Customer shall pay, Qbtech's customary fees and charges for: (i) providing Customer or any Patient any information or copies of information, (ii) amending any information, (iii) making Qbtech's internal books and records available to Customer or to the Secretary of Health and Human Services, (iv)

cooperating with Customer to preserve and protect the confidentiality of PHI, and (v) otherwise performing duties under this Agreement.

6.3 **Qbtech's obligations**

6.3.1 Qbtech shall take the appropriate administrative, technical, and physical safeguards that are appropriate under applicable federal and state law (including HIPAA) in light of the information it receives, and consistent with the Security Rule will implement reasonable and appropriate administrative, technical and physical safeguards with respect to electronic PHI, in order to assist the Customer to protect the Personal Data. This entails, among other things, that Qbtech shall attain and maintain a very high and reliable level of security taking into consideration, among other factors, existing technical solutions, the cost of implementing such solutions, the specific risks associated with the processing of the Personal Data and the degree of sensitivity of the Personal Data.

6.3.2 In the event that the Customer inadvertently includes personal identifiers in the Personal Data that it provides to Qbtech, or otherwise discloses to Qbtech PHI from which all direct identifiers of the patient (except Patient ID) have not been removed, Qbtech shall inform Customer that it has received such information and shall promptly return or destroy the information.

6.3.3 Qbtech shall process the Personal Data in accordance with the Customer's instructions as applicable from time to time. Subject to Section 6.5, Qbtech shall not be entitled to process Personal Data for any purpose or in any manner other than is necessary to perform obligations pursuant to this Agreement. Subject to Section 6.7, Qbtech shall not be entitled to disclose to any third party or otherwise utilize Personal Data without the consent of the Customer and/or the Patients (as applicable).

6.3.4 Qbtech shall ensure that only those personnel at Qbtech who need to access the Personal Data are afforded access thereto and that such persons do not disclose Personal Data to any party other than the Users.

6.3.5 Unless otherwise instructed by the Customer, Qbtech shall store each Patient's test results for a period of ten (10) years after the completion of the Patient's test. After such period (or any other period, as instructed by the Customer), Qbtech shall promptly delete such test results. Qbtech shall not be required

to delete records of test results where Patient ID has been removed in accordance with Section 6.5.1.

6.4 In case the Customer wishes to access Patient test results or other Patient Personal Data after the termination of this Agreement, a notification shall be sent to privacy@qbtech.com.

6.4.1 Qbtech acknowledges that, under Swedish law, it is the data controller for User's Personal Data collected in accordance with Section 6.1.2 above, and, as such, it may be obligated to comply with the PDA, including without limitation informing the Users of the processing of their Personal Data within QbCheck and to procure consent from each User in connection with the User's registration of a User Account.

6.4.2 Qbtech shall promptly report to Customer in writing any use or disclosure of Personal Data not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI, consistent with the Breach Notification Rule, and any security incident of which it becomes aware.

6.4.3 To the extent Qbtech agrees to carry out Customer's obligations under the Privacy Rule, Qbtech shall comply with the requirements of the Privacy Rule applicable to Customer in the performance of such obligations.

6.5 **Anonymised Test Data**

6.5.1 The Parties agree that Qbtech shall be entitled to use the test results rendered by QbCheck provided (i) that Qbtech removes all Patient ID information from the records of the test results; (ii) that the Customer has informed the Patient of this procedure; and (iii) that the Patient has given his or her consent to Qbtech's removal of the Patient ID as set out in Schedule 3. The Anonymised Test Data shall not be considered Personal Data.

6.5.2 The Customer acknowledges that Qbtech shall be the sole and exclusive owner of the Anonymised Test Data and that it may be freely used by Qbtech.

6.6 **Indemnity**

6.6.1 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 6. An indemnified Party shall cooperate fully

- with the indemnifying Party and grant the indemnifying Party the authority to control the defense against such costs, claims, damages or expenses; provided, however, that an indemnifying Party shall not settle any such claim in a manner that admits fault or incurs additional liability on behalf of the indemnified Party without that Party's prior written consent.
- 6.6.2 The Customer acknowledges that Qbtech is reliant on the Customer's representations, agreements, directions, and/or instructions (including those contained herein) 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 Patient 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 representations, agreements, directions and/or instructions, or from any other failure of the Customer to comply with HIPAA or other applicable federal or state law (including any violation of law that may arise from Customer's failure to procure a Patient's consent).
- 6.7 **Appointment of subcontractors**
Qbtech may authorize a third party (sub-contractor) to process the Personal Data in QbCheck, provided that the sub-contractor's contract (i) has at least the same restrictions and conditions that apply to Qbtech under this agreement and any applicable federal and state law, including any applicable HIPAA requirements; (ii) requires that the sub-contractor will agree to implement reasonable and appropriate administrative, physical and technical safeguards, with respect to electronic PHI; and (iii) requires that the sub-contractor not re-identify the Anonymised Data. Qbtech will, upon the Customer's request, inform the Customer of the identity of such subcontractor(s).
7. **PAYMENT AND PRICING**
- 7.1 The initial fee referred to in Schedule 2 will be paid when signing this agreement.
- 7.2 The test fee referred to in Schedule 2 will be registered at the point of time when a test is completed and approved in QbCheck, at the (then) current charge per test. Unless the Customer pays the test fee immediately in connection with the test (using a debit- or credit card).
- 7.3 The storage and administrative fee is charged nine (9) months after last performed test.
- 7.4 All charges referred to herein are exclusive of and net of any taxes.
- 7.5 An amount not timely paid shall bear interest of twelve (12) per cent per annum and Qbtech will have the right to charge USD 15 to cover administrative costs relating to any such late payment.
- 7.6 Qbtech is entitled to revise its prices upon thirty (30) calendar days' written notice.
- 7.7 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.
- 7.8 If Qbtech provides any "discount or other reduction in price" as referred to under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. § 1320a-7b(b)(3)(A), it shall disclose the discount or reduction in price on its invoice to the Customer. The Customer may be required to report and/or pass on such discounts or reductions to state or federal health care programs, such as Medicare or Medicaid. The Customer shall be solely responsible for determining and for complying with any such obligations. Qbtech agrees to assist Customer by providing any information in Qbtech's possession that is reasonably necessary for the Customer to properly calculate and disclose the cost of the equipment, software, or other products covered by this Agreement, upon request.
8. **WARRANTY**
- 8.1 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.
- 8.2 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).

9. LIMITATION OF LIABILITY

9.1 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.

9.2 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.

9.3 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.

9.4 Save for the events set out in Section 9.3, Qbtech's total liability shall, per Agreement Year, not exceed the License Fee paid by the Customer during the preceding Agreement Year.

10. RIGHT OF OWNERSHIP

10.1 Qbtech, and its third party licensors (if any), shall remain the sole and exclusive owners of QbCheck during the Term.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Customer acknowledges that any and all of the Intellectual Property Rights in QbCheck and the Anonymised Test Data are and shall remain the sole property of Qbtech, and the Customer acquires no rights in or to QbCheck or the Anonymised Test Data other than those expressly granted by this Agreement. The Customer shall not during the Term or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by Qbtech thereof.

11.2 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", "QbCheck" or any similar trade mark. Any applications or registrations made by the Customer in breach of this Section 11.2 shall immediately be assigned to Qbtech upon request.

11.3 In the event that new inventions, designs or processes evolve in performance of or as a

result of this Agreement, the Customer acknowledges that the same shall be the property of Qbtech unless otherwise agreed in writing by Qbtech.

11.4 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.

12. CONFIDENTIALITY

12.1 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.

12.2 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 this 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. FORCE MAJEURE

Each Party shall be excused from the performance or punctual performance of any of its obligations under this 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.

14. **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.

15. **MISCELLANEOUS**

15.1 **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.

15.2 **No Inducement to Refer**

The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the federal Anti-Kickback Statute, Physician Self-Referral Statute and federal and state physician self-referral laws. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this

Agreement in a manner to constitute a violation of these provisions.

15.3 **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.

15.4 **No partnership or agency**

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the Parties, or to authorize 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).

15.5 **Survival**

15.5.1 Notwithstanding any termination of this Agreement, Section 6.3 above shall remain in force between the Parties for as long as Qbtech stores Personal Data on the Customer's behalf.

15.5.2 The respective obligations and rights of the Parties concerning the confidentiality of Personal Data, including PHI, shall survive termination of the Agreement.

15.5.3 Any other provision of this Agreement which contemplates performance or observance subsequent to any termination of this Agreement (including but not limited to Sections 11; 12 and 15.6) shall survive any termination of this Agreement and continue in full force and effect.

15.6 **Disputes and governing law**

15.6.1 This Agreement shall be governed and construed in accordance with the laws of the State of New York without giving regard to its principles of conflicts of laws.

15.6.2 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 administered by ICC or JAMS in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The seat of arbitration shall be New York City. The language to be used in the arbitral proceedings shall be English

15.6.3 The Parties undertake and agree that all arbitral proceedings conducted or initiated with reference to this Section 15.6 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.

15.7

Access to Books and Records

15.7.1

Qbtech shall make available its internal practices, books, and records relating to the use and disclosure of PHI, upon request, to the Secretary of Health and Human Services for purposes of determining compliance with HIPAA.

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 fee per test is charged per executed test, irrespective of whether the test is executed at the Customer's premises or at a remote location by use of a Test Voucher.

The current prices for the initial fee, fee per test storage and administrative fee are listed on www.qbcheck.com

Fee in case of ordering additional or of loss or destruction of the Software Protection Device

In case of ordering additional or due to of loss or destruction of the Software Protection Device, the Customer will be charged the costs of a replacement Software Protection Device, amounting to **USD 50**.

**SCHEDULE 3
PERSONAL DATA**

QBCHECK – PATIENTS CONSENT AND AUTHORIZATION FORM

1. INTRODUCTION

You will be taking a QbCheck test under the management of a [Insert Healthcare Provider’s Name], a healthcare provider (the “Healthcare Provider”). The Healthcare Provider has licensed QbCheck for use in its operations. QbCheck is an online tool for both motor and non-motor testing of ADHD, which offers an objective method for measuring the three core symptoms of ADHD – hyperactivity, inattention and impulsivity – in children, adolescents and adults. The tool is used to support diagnosis of ADHD, but is not designed to be a stand-alone tool for diagnosis. Accordingly, all assessment and (if applicable) treatment, will be carried out by your Healthcare Provider.

QbCheck is provided by Qbtech AB, Kungsgatan 29, 111 56 Stockholm. The Healthcare Provider may be a HIPAA covered entity and the data controller for all personal data about you which is processed within QbCheck, and Qbtech AB is a data processor. Accordingly, Qbtech AB may only process such data according to the instructions of the Healthcare Provider. Any processing of your personal data will be in full compliance with HIPAA (as applicable), any other applicable federal or state privacy laws, the Swedish Personal Data Act (Sw. *personuppgiftslagen (1998:204)*), and the Swedish Patient’s Personal Data Act (Sw. *patientdatalagen (2008:355)*).

2. THE PROCESSING OF YOUR TEST DATA

The software in QbCheck contains a form where you or your Healthcare Provider will provide the following information concerning you as a test person: QbCheck patient ID (an anonymous, randomly assigned identification number), date of birth, gender, and country of residence. This information, in combination with data from your test, is processed in the software client, which generates a test report. The test report will set forth test data and certain parameters. The test data will be transmitted encrypted between the software and the server where it will be stored encrypted with a certificate. The information transmitted to the server does not contain any information that would constitute a direct identifier, but the information may not be considered fully de-identified under the HIPAA Privacy Rule.

The information is only available to authorized users within the Healthcare Provider and to authorized personnel and consultants of Qbtech AB to provide the QbCheck services to the Healthcare Provider. Qbtech has implemented administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of data transmitted to it.

Qbtech AB may transfer your test data to one or more sub-contractors that support Qbtech AB in the processing of your personal data, such as suppliers of data storage services. With this exception, no individual test data 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.

Provided that Qbtech AB removes all patient ID information from the records of the test results, thereby permanently anonymising your test data completely, Qbtech AB may use the test results rendered by QbCheck for research, development, regulatory, and/or commercial purposes.

3. YOUR RIGHTS AS A TEST PERSON

If you have questions concerning the Healthcare Provider’s processing of your personal data or would like the Healthcare Provider to correct erroneous information, you may contact the test administrator directly or any other person designated by the Healthcare Provider.

In addition, you have the right to request information on the Healthcare Provider’s use and disclosure of your personal data. Such a request shall be made in writing to the Healthcare Provider. The Healthcare Provider will provide this information to you free of charge in most instances.

4. CONSENT AND AUTHORIZATION TO THE USE AND DISCLOSURE OF HEALTH INFORMATION

You as a test person may decide yourself whether information about you will be submitted to, analysed and stored in QbCheck. If you are under 18 years old this decision must be made by your parent, guardian, or personal representative, unless you are an emancipated minor, or are otherwise able to consent to treatment under applicable law.

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

- That personal data about me is processed within QbCheck for the purposes described above, and that Qbtech AB may process such data in such a manner.
- That I authorize Qbtech to disclose my QbCheck Test Data (the Patient ID assigned by my healthcare provider, my date of birth, gender, country of residence, and the test data gathered by the QbCheck Test) that has been provided by my health care provider to authorized Qbtech service providers to provide QbCheck services and to support Qbtech in processing the QbCheck Test Data.
- The information will be used by Qbtech, and its providers working on its behalf, to fulfil my request that my healthcare provider perform the QbCheck Test for ADHD and to provide my healthcare provider with the QbCheck test results.
- That the Healthcare Provider instructs Qbtech AB to anonymise my test data by removing the Patient ID (so that I can no longer be directly identified by the test data). That such information may also be used by Qbtech for research, development, and regulatory purposes, as well as for commercial purposes (such as to provide data analytics to my healthcare provider).
- I agree that this authorization will expire ten years from the date of this authorization.
- I agree that a copy of this authorization is as valid as the original. I understand I am entitled to receive a copy of this authorization.

“By hitting the “Submit” button, I authorize Qbtech to share my information with service providers as set forth in in this Consent and Authorization that I have approved and consent to.

Note: This information will be made available in the local language.

5.