

August 1st 2018

Introduction

These terms and conditions contain three sections: 1) the general terms and conditions (Section 1) and the terms and conditions associated with subscription agreements (Section 2) and credit package agreement (Section 3).

Section 1

General Terms & Conditions

1.1 Introduction

Unless otherwise expressly agreed in writing between the parties, these Terms and Conditions (hereinafter "Terms") shall apply to services (the "Services") rendered by NoMore ApS (CVR nr. 37549223, hereafter "NoMore") to the entity or private person who accepts these terms, hereafter the "Customer". The Services include but are not limited to products (e.g. Order Confirmations, PowerPoint presentations or research projects) and any work related to such products.

The Customer accepts these Terms by any of the following actions:

1. Registering an account on NoMore's customer platform available via <https://nomorehours.com>, hereafter the "Client Platform".
2. Submitting an Order, see section 1.3.
3. Downloading any free material provided by NoMore, see section 1.18.
4. Signing a document referring the Terms.

1.2 Prices

All prices are exclusive of VAT and any applicable fees, e.g. transaction fees associated with bank transfers. Unless otherwise expressly stipulated, for Customers not subscribing to a Subscription Agreement, as defined below, NoMore reserves the right to adjust prices due to external price increases, changes in salary and changes to statutory regulations.

For Customers on a Subscription Agreement with 10 or more Minimum Hours, see section Hourly Rate 2.4, and for Customers on a Credit Package Agreement see Hourly Rate 3.4.

1.3 Orders and Order Confirmations

The Customer requests Services from NoMore via e-mail to request@nomorehours.com or a similar email operated by NoMore that include the work "request" e.g. requests@no-more.dk or the Client Platform (an "Order"). The Order is an offer to purchase a Service from NoMore. NoMore accepts the Order by sending an order confirmation (hereafter "Order Confirmation"). If requested by the Customer, each Order Confirmation specifies NoMore's estimated price and/or the estimated time of delivery.

Unless otherwise agreed in writing in advance, any drafts, drawings and similar material created by NoMore and used in connection with the preparation of an Order Confirmation shall be regarded at all times the property of NoMore.

The validity of all quoted prices shall be based on the material received prior to the Order Confirmation.

1.4 Cancellations & Adjustments

The Customer is entitled to abort confirmed Orders via the Customer's login to Client Platform. If an order is aborted by the Client before delivery, NoMore is entitled to charge a fee reflecting all work conducted up until the time of abort. The fee cannot exceed the price stated in the Order Confirmation or if no price is stated in the Order Confirmation the price cannot exceed the price that can be derived from the number of hours presented on the Client Platform.

Customer can request changes to an Order only in writing to NoMore at request@nomorehours.com. In case NoMore accepts such changes, NoMore reserves the right to adjust the price and delivery time accordingly.

NoMore is entitled to charge the Customer for any adjustments requested by the Customer and completed by NoMore after delivery of the project if such adjustments differ from what was ordered from the Customer originally.

1.5 Intellectual Property Rights

The Customer warrants in relation to NoMore that all documents and materials etc. supplied by the Customer for use in connection with the Service do not infringe any third-party intellectual property rights. The Customer shall indemnify NoMore for any claims for infringement of third-party intellectual property rights made against NoMore.

For Services delivered, NoMore is entitled to reuse without restrictions any part of the Services on an anonymous basis and provided always that such parts contain no reference to the Customer. For the avoidance of doubt this means that reused part of the Services cannot hold any information provided by the Customer nor include logos, name, fonts, or colors that in any way indicates or suggests reference to the Customer.

1.6 Termination

In case of material breach of contract by one party, the other party is entitled to terminate the contract immediately.

1.7 Format & Delivery

Delivery shall be made electronically via e-mail designated by the Customer or the Client Platform. The format shall be the format specified in the Order Confirmation or as later amended in writing by mutual agreement between the parties. Unless otherwise agreed in writing, Services received in PowerPoint format will be returned in PowerPoint and research projects will be returned in either Excel and/or PowerPoint.

1.8 Time of Delivery

The expected time(s) of delivery is displayed to Customer on the Client Platform.

Upon request from the Customer, time(s) of delivery shall be stated in the Order Confirmation see section 1.3.

If no time of delivery is stated in the Order or the Order Confirmation, NoMore shall deliver within reasonable time from dispatching the Order Confirmation or receiving the Order, see section 1.3.

Where delayed delivery is attributable to the Customer, the time of delivery shall be extended to the extent deemed reasonable in view of the circumstances.

1.9 Force Majeure

NoMore shall not be liable for non-performance due to Force Majeure. For the purpose of these Terms, Force Majeure shall mean circumstances beyond NoMore's reasonable control, including, but not limited to, war, riots, civil unrest, government intervention, fire, strike, lockout, export and/or import bans; failed, non-compliant or delayed by suppliers; shortage of labour or power, and infrastructure problems, such as loss of telecommunications. The circumstances mentioned above apply to situations attributable to NoMore's suppliers in Denmark and abroad. In the event that complete or punctual delivery is hindered temporarily by one or more of the circumstances mentioned above, the time of delivery shall be extended for a period corresponding to the duration of the hindrance, and delivery at the time thus postponed shall be deemed to be punctual. If the delivery hindrance can be anticipated, NoMore shall, however, be entitled to cancel any issued Order Confirmations.

1.10 Quality Assurance & Complaints

NoMore shall perform with care and accuracy, and in accordance with the delivery date and time stipulated in the Order Confirmation respectively the Order, see section 1.3.

In the event the Customer believes the delivered Service(s) are not in conformity with these Terms, the Customer must submit a written complaint to NoMore within five (5) business days from receipt of the Service. The Customer cannot raise issues related to the Services after this period.

If a complaint is valid, NoMore shall, at the Customer's discretion, either remedy such non-conformity free of charge or credit the Customer for the non-conformant Service against a return of the Service.

NoMore shall not be held liable for any errors or omissions resulting from the incorrect treatment, transportation, filing or storage or other neglect outside of NoMore's reasonable control.

1.11 Payment

Unless otherwise agreed in writing, the payment terms are dependent on whether the Customer has an Invoice Based Billing Agreement, see section 2.7.

If a Customer does not have an Invoice Based Billing Agreement, the Customer must pay for Services at the end of each calendar month using a payment card approved by NoMore. The Customer is obligated to add a payment card to its account via the Client Platform prior to the performance of Services by NoMore. NoMore does not store payment card information, but relies on the external payment card processing provider, Stripe Inc (www.stripe.com) for managing the storing and transaction. The Customer's payment card is automatically charged within the first 2-3 days of any given month.

For Customers with an Invoice Based Billing Agreement, payment is charged within 15 days from the date on the invoice by wire transfer to the bank account specified by NoMore from time to time. In the event of payment delay, NoMore charges interest at a rate of two per cent (2%) per month. NoMore is entitled to condition delivery on advance cash payment or security in the event NoMore has reason to believe that the Customer is or will be unable to meet its payment obligations.

1.12 Product Liability / Damages

In the event of personal injury caused by faults attributable to the Services provided by NoMore, NoMore shall be liable only to the extent that it can be deemed to be responsible for such injury under general Danish law. NoMore shall not be liable for any damage to the property of the Customer or any third party caused by faults in the Service provided if the Service is to be used for business purposes. NoMore shall not be liable for operating loss, loss of time, loss of profit or other indirect losses suffered by the Customer or a third party. Moreover, NoMore disclaims any liability in relation to Services which include material and information supplied by the Customer or is produced by the Customer which include material or Services delivered by NoMore, unless the damage is deemed attributable to the Service provided by NoMore. In the event that any product liability is imposed on NoMore by a third party due to Services delivered to the Customer, the Customer shall indemnify NoMore to the extent that NoMore has limited its liability above.

1.13 Limitations to Liability

NoMore's liability for damages in the event of delay, faults or product liability shall not in any way include any indirect loss suffered by the Customer, any derived third-party claims or any additional costs, including operating loss, loss of time, loss of profit or other types of indirect losses. Furthermore, NoMore's liability in damages shall under no circumstances exceed three times the invoice amount for the delivery on which the claim for damages is based.

1.14 Governing Law and Venue

Any dispute arising out of this contract shall be settled by the City Court of Copenhagen (Københavns Byret) in accordance with Danish law, irrespective of any conflict-of-laws rules which might refer the dispute to the laws of another jurisdiction.

1.15 Confidentiality

NoMore shall keep confidential any and all information and/or material received from the Customer. Upon accepting these terms the Customer accepts that NoMore is entitled to share such material with external suppliers provided that they undertake a similar confidentiality obligation. Such external suppliers include suppliers contracted to produce the Customer's requests, as part of NoMore project management platform. Such suppliers are allowed to receive project specific information without further approval from the Customer if they undertake a similar confidentiality obligation.

1.16 Website registration

By signing up to the Client Platform the Customer accepts that NoMore can send the Customer direct email, text messages or conduct phone calls within the Customer's business hours.

Direct communication is limited to the following: i) the sharing of a monthly newsletter, ii) sharing relevant onboarding material aimed at educating the Customer about the Services and products provided by NoMore, iii) information about delivery of Services, iv) information about payment invoices, v) changes to these Terms, vi) updates or changes to the service or product or website, vii) requesting feedback, viii) following up on a potential interest indicated by the Customer.

The Customer is at any time entitled to withdraw its consent to the above-mentioned communication.

1.17 Personal information

By accepting these terms the Customer accept that NoMore stores the following information about the Customer, which can be considered General Personal Information:

1. Name
2. Email
3. Name of company
4. Country of residence
5. Preferred time zone
6. Phone number

The Customer can at any time decide to have this information removed from NoMore systems via their personal login to the Client Platform (<https://app.nomorehours.com>). Doing so will remove the Customer from the system and disable the Customer from using NoMore Services. For Customers with outstanding payments to NoMore, the Customer must settle such outstanding payments before being able to have the personal information removed.

The above information is stored within NoMore until the Customer actively decide remove it.

In addition to the above, the Customer accepts that NoMore stores feedback and Service related preferences, e.g. visual style, corporate visual identify etc. about the

Customer and the Customer's organization. Starting in April 2018, the Customer can at any time view, edit, and delete any such information via the Client Platform.

By accepting these Terms, the Customer further accept that NoMore stores all email corresponds with the Customer in a period of up to 12 months. Furthermore, the Customer accepts that an anonymous version of such data can be used to train potential machine learning algorithms.

1.18 Download of free resources The Customer accepts that by downloading any free resources developed by NoMore, the Customer consents to allow NoMore to contact the Customer via email, text messages and direct phone calls.

These resources include, but are not limited to: i) eBooks, ii) customer cases, iii) PowerPoint slides, iv) The NoMore newsletter

The Customer is entitled to withdraw its consent at any time by contacting NoMore.

1.19 No daily maximum There are no restrictions, fees or penalties associated with using a certain number of hours of the service on a daily, weekly or monthly basis. All hours used are priced as described under Prices, section 1.2, and Hourly Rate, section 2.4, Hourly Rate, section 3.4.

1.20 Booking capacity The Customer is not required to book capacity in advance to use NoMore services at a given time interval.

Section 2

Subscription terms

2.1 Subscription introduction These subscription terms (the "Subscription Terms") contain the conditions for subscription Services provided by NoMore.

The Subscription Terms (Section 2) govern the relation between NoMore and the Customer in addition to the **General Terms & Conditions** (the "Terms" or "Section 1") as amended from time to time. In case of conflict between the Subscription Agreement ("Section 2") and the Terms ("Section 1"), the Section 2 prevails. The Subscription Terms and the Terms are collectively referred to as the "Subscription Agreement".

For the avoidance of doubt, the Subscription Terms do not apply to Services provided to Customers who have accepted a subscription agreement, see section 2.3, and therefore only use NoMore Services without subscription (pay-as-you-go).

2.2 Definitions Except where otherwise expressly stated or clearly provided for by the context, all definitions in the Terms shall have the same meaning in the Subscription Agreement.

2.3 Duration The Subscription Agreement is effective when accepted by the Customer in email to NoMore or via accepting a separate form on the NoMore website or via the Customer Platform.

The Subscription Agreement can be terminated with immediate effect the first 30 days after it has become effective. After the first 30 days, either party is entitled to terminate the Subscription Agreement with effect three (3) months following the termination by email or via Customer Platform.

The parties may in mutual agreement at any time increase the number of Minimum Hours under the Subscription Agreement.

2.4 Hourly rate The hourly rate charged for NoMore's Services depends on the number of Minimum Hours, see section 2.5, and is exclusive of VAT and any applicable fees, e.g. transaction fees associated with bank transfers.

Unless otherwise agreed in writing the hourly rates for Services are provided by NoMore on NoMore's website: <https://www.nomorehours.com>

NoMore is entitled to adjust the hourly rate with three months prior notice to the Customer. This means that price changes on NoMore's website will not affect Customers until three months after the prices have been communicated to the Customer in writing.

2.5 Minimum hours Regardless of the Services ordered by the Customer and actual hours spent (the "Use" by Customer) during a calendar month (the "Month"), the Customer pays NoMore a minimum fee per Month equal to the agreed number of minimum hours of work (the "Minimum Hours") under the hourly rate specified above. The number of Minimum Hours is determined by the specific subscription selected by the Customer.

However, for the last Month of this Subscription Agreement, the minimum fee shall be adjusted pro rata the actual number of days remaining in the last Month following the termination of the Subscription Agreement. The pro rata reduction is only applicable if the Customer Uses fewer than the Minimum Hours during the last Month.

Example: The Minimum Hours are 20, the price per hour is 19 USD and Customer terminates the Subscription Agreement with effect as of 20 March. The minimum fee for March is 20 hours x 19 USD x 20/31 = 245 USD. Meanwhile, in the same example, if Customer Uses 25 hours in the period 1 to 20 March, the Customer pays 25 hours x 19 USD = 475 USD.

Except for the last Month, the Customer pays the full minimum fee equal to the Minimum Hours at the applicable rate regardless of Use. Remaining hours carry over for Use in the following Month.

Example: The Minimum Hours are 20 and the price per hour is 19 USD and the Customer Uses 15 hours in January and 30 hours in February. The Customer pays 20 hours x 19 USD = 380 USD in January. The remaining (20 - 15 =) 5 hours carry over to February so that the Customer has a total of 20 + 5 = 25 hours for Use in February. The Customer pays (30 - 5 =) 25 hours x 19 USD = 475 USD in February.

Unused hours do not entitle refund and are subject to expire without compensation 30 days following the termination of the Subscription Agreement.

Example: Minimum Hours are 20 and no use in March, so 20 hours carry over for Use in April. The Customer terminates the Subscription Agreement with effect as of 15 April. The minimum fee in the last Month, April, is reduced to 190 USD as explained above. Following the termination, the Customer has a total of (20+10=) 30 hours remaining for Use. The 30 hours expire 15 May 23:59 CET.

2.6 Onboarding session with project manager

Customers which subscribe to 10 or more Minimum Hours are entitled to an onboarding webinar in English conducted by a European based project manager at no additional cost to the Customer.

The onboarding session includes:

- A detailed walk-through of how to best use NoMore's Services
- A discussion of the Customer's preferences and ways of working
- A discussion of potential support material package: Guideline, instructions and template setup in NoMore systems
- A walk-through of the Client Platform
- Q&A session

The onboarding session is open to all members of the Customer's organization and can be booked directly via NoMore's website: <https://www.nomorehours.com>

2.7 Invoice based billing

Customers who subscribe to 10 or more Minimum Hours are entitled to conduct payments via a detailed Invoice ("Invoice Based Billing") instead of via payment card, see section 1.11.

Under the Invoice Based Billing, the Customer receives an invoice which specifies the use across people in the Customer's organization. Furthermore, the invoice specifies how many hours have been used on each accounting codes - assuming that the Customer has provided relevant project codes for each Service executed by NoMore.

NoMore sends the invoice to the email address specified by the Customer.

Upon request, NoMore will send separate invoices to separate departments to the extend that the people within the Customer's organization can be clearly separated into such departments.

2.8 Service level agreement

Customers who subscribe to 100 or more Minimum Hours are entitled to reply from NoMore on to 95% of all Customer requests within 15-20 minutes, respective of the specific Subscription Agreement, from the time NoMore received the Customer request. This section is subject to the following service level:

For Customers with 100-499 Minimum Hours:

- In the time interval: 08:00 CET – 22:00 CET, Monday-Friday and 10:00 CET – 16:00 CET in Weekends, NoMore shall reply within 20 minutes to all requests received via email to request@nomorehours.com or via the Client Platform

For Customers with 500 Minimum Hours or more:

- In the time interval: 07:00 CET – 23:00 CET, Monday-Friday and 10:00 CET – 16:00 CET in Weekends NoMore shall reply within 15 minutes to all requests received via email to request@nomorehours.com or via the Client Platform

The service level does not include requests which implicitly or explicitly do not require a confirmation.

If NoMore during a Month fails to perform the service level, NoMore discounts that month's invoice by 20%.

2.9 Optional billing cap

For Customer who subscribe to 100 or more Minimum Hours, upon request NoMore monitors the Use and notifies the Customer by email if the number of hours Used during a Month exceeds any limit specified by the Customer and accepted by NoMore in writing, e.g. an email is sent if the number of hours Used for a specific user exceeds 50 hours.

2.10 Dedicated project managers based in Europe

For Customers who subscribe to 500 or more Minimum Hours, NoMore trains four project managers to become experts within the Customer's preferences. One of the project managers take the role as account responsible and is responsible for quality control of all projects executed for the Customer.

As of April 2018, the Customer will have direct access to account responsible via Client Platform.

NoMore is entitled, at its sole discretion, to replace project managers when reasonably required by the circumstances.

Section 3

Credit package terms

3.1 Credit package introduction

These credit package terms (the "Credit Package Terms") contain the conditions for the credit package-based Services provided by NoMore.

The Credit Package Terms (Section 3) govern the relation between NoMore and the Customer in addition to the **General Terms & Conditions** (the "Terms" or "Section 1") as amended from time to time. In case of conflict between the Credit Package Terms ("Section 3") and the Terms ("Section 1"), the Section 3 prevails. Credit Package Terms and the Terms are collectively referred to as the "Credit Package Agreement".

For the avoidance of doubt, the Credit Package Terms do not apply to Services provided to Customers who have accepted a Subscription Agreement (section 2) or a "Pay-as-you-go" subscription (section 1).

3.2 Definitions

Except where otherwise expressly stated or clearly provided for by the context, all definitions in the Terms shall have the same meaning in the Credit Package Agreement.

3.3 Duration

The Credit Package Agreement is effective when accepted by the Customer in email to NoMore or via accepting a separate form on the NoMore website or via the Customer Platform.

The Credit Package Agreement can be terminated with immediate effect by the Customer.

If no additional credit hours are purchased the Credit Package Agreement is valid for a minimum of 180 days. If more than 100 hours of credits are purchased the Credit Package Agreement is valid for 365 days or until it is replaced by another agreement with between NoMore and the Customer.

The Customer may at any time purchase additional credit hours. If additional Credit Hours are purchased the duration is extended by at least 180 days from the time of purchase. If more than 100 credit hours are purchased the agreement is extended by 365 from the time of purchase.

3.4 Hourly rate

The hourly rate is the price paid per Credit Hour.

The hourly rate charged for NoMore's Services depends on the number of Credit Hours purchased in a given purchase, see section 3.5, and is exclusive of VAT and any applicable fees, e.g. transaction fees associated with bank transfers.

Unless otherwise agreed in writing the hourly rates for Services are provided by NoMore on NoMore's website: <https://www.nomorehours.com>

3.5 Credit hours

Credit Hours is a number of pre-paid hours of access to NoMore's services at a pre-defined hourly rate, see section 3.4.

Upon agreeing to The Credit Package Agreement, the Customer must decide on a number of Credit Hours to purchase.

The Customer must purchase a minimum of 10 Credit Hours in any given purchase.

The number of Credit Hours available to the Customer is automatically reduced whenever the Customer initiate a request for NoMore's Service. The reduction take place when a request has been scoped by the NoMore Project Managers.

The Customer cannot be charged an amount higher than the number of Credit Hours purchased.

If the Customer request the use of NoMore's Services to the extent that exceeds the number of available Credit Hours, NoMore has the right to reject the request or suggest a solution that only use the remaining number of hours.

If the Customer is already committed to a number of hours e.g. via ongoing usage under the "Pay-as-you-go" (Section 1) plan or due to a minimum commitment as part of a Subscription Agreement (Section 2), the Customer must purchase a minimum number of Credit Hours corresponding to the size of this commitment.

3.6 Onboarding session with project manager

Customers who purchase 10 or more Credit Hours are entitled to an onboarding webinar in English conducted by a European based project manager at no additional cost to the Customer.

The onboarding session includes:

- A detailed walk-through of how to best use NoMore's Services
- A discussion of the Customer's preferences and ways of working
- A discussion of potential support material package: Guideline, instructions and template setup in NoMore systems
- A walk-through of the Client Platform
- Q&A session

The onboarding session is open to all members of the Customer's organization and can be booked directly via NoMore's website: <https://www.nomorehours.com>

3.7 Service level agreement

Customers who purchase 100 or more Credit Hours are entitled to a reply from NoMore within 20 minutes on 95% of all Customer requests, respective of the specific Credit Package Agreement, from the time NoMore received the Customer request. This section is subject to the following service level:

For Customers that purchase 100-499 Credit Hours:

- In the time interval: 08:00 CET – 22:00 CET, Monday-Friday and 10:00 CET – 16:00 CET in Weekends, NoMore shall reply within 20 minutes to all requests received via email to request@nomorehours.com or via the Client Platform

For Customers that purchase 500 Credit Hours or more:

- In the time interval: 07:00 CET – 23:00 CET, Monday-Friday and 10:00 CET – 16:00 CET in Weekends NoMore shall reply within 15 minutes to all requests received via email to request@nomorehours.com or via the Client Platform

The service level does not include requests which implicitly or explicitly do not require a confirmation.

If NoMore during a Month fails to perform the service level, NoMore discounts that month's invoice by 20%.

3.8 Invoice and Payment

Upon agreeing to the Credit Package Agreement the Customer must pay an amount equivalent to the number of Credit Hours purchased times the Hourly Rate (see Section 3.4)

Example: The Customer purchase 20 Credit Hours at 19 USD per hour and must pay 380 USD + VAT.

The payment by credit card is due at the time of purchase.

Payment by invoice requires the approval by NoMore and is due within 15 days from the time of the purchase.

The Customer will receive an invoice by e-mail at the time of purchase.

Furthermore, the Customer will receive a monthly account update in the form of an invoice with a zero-balance summarizing the number of Credit Hours used by each person in the Organization of the Customer. The account update does not require payment in any form.

A similar overview can be found by using the Customer's login to <https://app.nomorehours.com>