

These Terms of Service govern the use for HowToRobot Advisory Services

Introduction to HowToRobot

These Terms of Service (Terms) are a legally binding agreement between the Client of HowToRobot and the Company HowToRobot.com. "HowToRobot", "we", "us" or "our" mean the Contracting Entity.

By using HowToRobot Advisory Service you acknowledge that you have read and understood, agree and accept the validity and enforcement of these Terms.

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Part I – Structure of Terms of Service

The Terms of Service are structured as followed:

Part I – Structure of Terms of Service

1. Introduction to HowToRobot
2. Definitions
3. Advisory

Part II – Regulation Advisory

4. Regulation applying only to Clients acquiring Advisory

Part III – General regulating the use of HowToRobot

5. General regulation applying to all use of HowToRobot, including information obligations and restrictions
6. General regulation regarding liability, indemnification, termination term, governing law and venue

1. General introduction to HowToRobot

HowToRobot is offering Advisory Service where HowToRobot provide advisory to Clients for their automation projects. HowToRobot facilitates the automation journey with strategic planning, technical and financial validation, getting quotes and selecting vendors and ensuring implementation.

These Terms of Service, together with HowToRobot's Service Proposal and its applicable appendices, form the entire Agreement between HowToRobot and the Client. Neither Party shall be bound by any other standard terms and conditions submitted or otherwise communicated by the other Party unless both Parties have expressly accepted such additional terms and conditions in writing.

In the event of any conflict between the provisions of the Agreement, the various contract documents shall be given priority in the following order:

1. Service Proposal
2. These Terms of Service or any other standard terms and conditions agreed by the Parties in writing to apply to the HowToRobot provided Services (whether modified by the Parties or not)
3. and all other appendices to the Agreement

2. Definitions

Advisors: Employees and/or sub-contractors who deliver Advisory

Advisory: All pre-defined products and hourly based Advisory provided and delivered by Advisors of HowToRobot.

Agreement: The Service Proposal including appendices and these Terms of Service.

Confidential Information: Any information of confidential nature, including but not limited to, technical, financial or commercial information, which is either designated by the disclosing party as confidential, by law or regulation is confidential or is by its nature clearly confidential.

Client: A Client who HowToRobot provide Advisory Services to specified in the Service Proposal.

HowToRobot: HowToRobot with the Danish company registration number 40986588 or Gain & Co with the Danish company registration number 39086638, will be governed by these Terms of Services. Each company is

a separate and independent legal entity operating under the corporate structure of Gain & Co Holding ApS, with the Danish company registration number 40640185.

Services: Advisory work and service(s) delivered by Advisors employed or sub-contracted by HowToRobot

Service Proposal: Terms stipulating the contents of the Services (i.e. scope of the Services, Deliverables, timetable, fees) that have been agreed upon in a separate signed document or otherwise in writing, whether this is an engagement letter, an agreement, an email confirming the engagement or similar.

Regulation of Advisory

3. Advisory

The scope of the Advisory shall be in accordance with HowToRobot's written Service Proposal and Agreement agreed between the Client and HowToRobot. The Client shall ensure that all the requirements set out in the Service Proposal and quotation are correct. Quotations and written proposals are valid for four (4) weeks, unless otherwise specified or agreed between the Client and HowToRobot. Upon acceptance of the Service Proposal, quotation and the Agreement, the Client issues a purchase order (PO) to HowToRobot. Confirmation when PO has been duly signed by the Client and received by both Parties.

4. Key Commitment

Client and HowToRobot are both committing to the Agreed scope of delivery. Client shall, of its own accord, ensure that it provides HowToRobot with all the necessary information and data in a timely manner, and it is Client's responsibility that the information furnished is reliable, correct and complete. This also applies to any information, data, processes and circumstances that only arise or become known during the provision of the Advisory.

The Client makes all decisions that are necessary for the provision of the agreed Advisory to proceed in the manner agreed. To the extent necessary decisions are delayed, for any reason, Client understands and accepts that this will impact delivery deadlines and potentially quality.

4.1. Responsibilities

The Client shall be responsible for, but not limited to:

- a) providing all necessary information is reliable, correct and complete
- b) making all management decisions and performing all management functions
- c) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the Advisory
- d) evaluating the adequacy and results of the Advisory
- e) accepting responsibility for the results of the Services; establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities

HowToRobot shall be responsible for:

- a) Providing agreed deliverables as agreed and per agreed deadlines
- b) Proactively raising potential observations that it deems may impact the further course of the engagement to Client's attention
- c) Respect and follow all relevant code-of-conduct and other guidelines at Client's facility

Where the agreed Advisory are provided on the Client's premises, the Client shall provide the necessary office facilities and equipment free of charge and ensure that all agreed practical conditions have been met.

The Client shall promptly inform HowToRobot of any changes in Client's circumstances that may influence the agreed Service delivery. In the event of any changes being identified to influence the Services, the Parties shall incorporate the changes into the Agreement (with regard to e.g. price, timetable and Deliverables) in writing.

4.2. Right to postpone

If, for any reason, Client is unable to fulfill agreed requirements critical to the progression of the engagement, including its responsibilities per section 4.1, in a way that prevents HowToRobot from rendering the agreed Advisory Service, any timetable agreed to (milestones) may be postponed by HowToRobot upon written notice. In addition, HowToRobot shall be entitled to charge the Client for any additional expenses (e.g. availability of employees assigned) directly attributable to such delay.

5. Provision of Advisory

HowToRobot is entitled to use subcontractors wholly or partly for the delivery of the Advisory and will inform Client in writing if subcontractors are involved. If subcontractors are involved, HowToRobot is responsible for ensuring that confidentiality- and other requirements are met.

HowToRobot will endeavor to comply with the Client's wishes regarding the assignment of given HowToRobot employees, but expressly reserves the right to assign and reassign its employees at its own discretion depending on what is appropriate, expedient and possible, provided the skills of assigned personnel are adequate for the engagement at hand.

6. Rights of use, protection of intellectual property

The ownership and title to the deliverables shall pass to the Client when HowToRobot has received payment in full of the fees and any other sums due under the Agreement.

Nothing in the Agreement shall transfer any Intellectual property rights in the Services nor any proprietary information or data from either Party to the other Party, such as a Party's working papers, reports, materials, documentation, software, techniques etc. that are used or developed in connection with the Agreement/Services.

The Client acknowledges that HowToRobot and its subcontractors, in connection with performing the Advisory Services, may develop or acquire general experience, skills, knowledge, and ideas that are retained in the unaided memory of their personnel. Notwithstanding anything to the contrary in the Agreement, the Client agrees that HowToRobot may use and disclose such experience, skills, knowledge and ideas.

7. Fees

The HowToRobot's fees are in accordance with the specified in HowToRobot's Service Proposal. In case of change of scope, additional fees may be added. In the absence of an express agreement, reasonable fees shall be due.

Out-of-pocket expenses, such as travel- and accommodation expenses, incurred by HowToRobot's employees will be invoiced separately and paid immediately after received by the Client, unless other terms are agreed in the Service Proposal

8. Payment fee terms

Unless otherwise agreed in the Service Proposal, 70% of the fee will be invoiced upon order confirmation (PO, signed proposal or e-mail confirmation). The remaining 30% will occur upon completion of the agreed delivery.

HowToRobot will, unless otherwise agreed, invoice the Client with payment within 30 days of the date of the invoice. Any objections to invoices must be made to HowToRobot in writing within seven (7) working days of receipt. Failure to object within this period shall be deemed to constitute acknowledgment of the invoice.

In the event of payment default, HowToRobot is entitled to:

- After the second notification add notification fee for each reminder send to the Client
- After the third notification charge additional default interest at a rate of 8% above the official national discount rate based on accumulated fee
- After third notification entitled to suspend any current Advisory work and to withdraw from the contract after reminders have been issued without success.

The Client shall bear all litigation costs necessary for HowToRobot to pursue its legal claims.

9. Loyalty

During the term of Advisory and during a further period of six (6) months after termination of the Advisory, the Client is prohibited from employing HowToRobot employees who were involved in the fulfilment of the contract, without prior written consent from HowToRobot. In the event of breach of this duty, the Client must pay a contractual fee of EUR 100,000.

Part III- General regulation

10. Liability and Indemnification

10.1. Limitations of Liability

Subject to the provisions on limitation of liability set out in this clause, each Party shall be liable to the other Party for any direct damage incurred by the other Party as a direct result from a Party's breach of its obligations under the Agreement.

Neither Party shall be liable to the other Party for any indirect, consequential or special loss, damage or expense arising under or in connection with the Agreement (e.g. costs of retaining another consultant, loss of data or costs of data reconstruction, loss of use, contracts, data, goodwill, revenues or profits, whether or not deemed to constitute direct claims).

HowToRobot shall not be liable for any damage suffered by any third party, whether or not such damage is being caused by any third party's knowledge, use of or reliance on the Deliverables.

To the fullest extent permitted by law, Clients shall indemnify HowToRobot against all claims by third parties (including, but not limited to, Clients Affiliates) arising out of the third party's use of or reliance on any Deliverable disclosed to it by Client or used on Clients request.

HowToRobot shall in no event be liable to Client for any claims, liabilities, losses, damages, costs or expenses arising under or in connection with the Agreement for an aggregate amount in excess of the fees incurred under the Agreement by Client to HowToRobot.

No claim, regardless of form, relating to the Advisory Services, may be presented by either Party more than three (3) months after the Party having discovered or ought to have discovered the breach giving raise to the claim.

HowToRobots liability is limited to repairing the errors or reperforming the non-compliance Services whenever such remedy is reasonably possible to perform.

10.2. Indemnification

You agree to defend, indemnify and hold harmless the HowToRobot and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (A) your violation of any term of this Agreement, including without limitation your breach of any of the representations; (B) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (C) your violation of any law, rule or regulation in Denmark, of the United States or any other country.

11. Termination and Suspension

11.1. Termination

The Agreement shall terminate without a separate notice after the Parties' obligations under the Agreement have been fulfilled.

Either Party may terminate the Agreement at any time, for any reason by giving 30 days prior written notice.

Either Party may terminate the Agreement by giving written notice to the other on or at any time after the occurrence of any of the following events: **(A)** a material breach by the other Party of an obligation under the Agreement and the defaulting Party failing to remedy the breach within 30 days of receipt of notice of such

breach; **(B)** the other Party becomes insolvent or goes into liquidation; **(C)** the other Party has a resolution passed or a petition presented for its winding-up or dissolution (other than for the purpose of a solvent amalgamation or reconstruction); **(D)** the making of an administration order in relation to the other Party, or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the other party; **(E)** the other Party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.

11.2. Effect of Termination

Upon termination of the Agreement for any reason, Client will compensate HowToRobot in accordance with the terms of the Agreement for the Services performed and expenses incurred through the effective date of termination.

11.3. Survival

Upon termination of the agreement between you and HowToRobot, the terms, policies and conditions that expressly or by their nature contemplate performance after these Terms terminate or expire will survive and continue in full force and effect.

12. Miscellaneous

12.1. Interpretation

Except as they may be supplemented by additional terms, conditions, policies, guidelines etc., these Terms including the Service Proposal constitute the entire Agreement between HowToRobot and the Client.

If any provision of these Terms is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, the other provisions shall remain in full force and effect and shall not affect the validity and enforceability of the rest of these Terms.

12.2. Assignment

You may not assign or transfer these Terms, or any of your rights or obligations hereunder, without HowToRobot's prior written consent in the form of a written instrument signed by a duly authorized representative of HowToRobot. HowToRobot may in its sole discretion assign these Terms and any other terms, policies, guidelines etc. incorporated by reference hereto without your consent. Any attempted assignment or transfer by you in violation with these Terms will be deemed null and void.

12.3. Modification

HowToRobot may, in its sole discretion, amend these Terms of Service and any of the other policies that comprise the Terms of Service at any time. In case of material changes to the Terms of Service, HowToRobot will post the revised Terms of Service on the Platform and update the "Last updated" date in the introduction to these Terms of Service. The Agreement between the parties will always supersede any changes to the Terms of Service.

12.4. Severability

If any provision of this Terms of Service becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction by reason of the scope, extent, or duration of its coverage, then such provision shall be deemed amended to the extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Terms of Service shall continue in full force and effect.

12.5. No waiver

HowToRobot's waiver of any right or remedy under these Terms is only effective if given in writing. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

A failure or delay by HowToRobot to exercise any right or remedy provided under these Terms shall not constitute a waiver of that or any other right or remedy.

12.6. Force Majeure

HowToRobot will not be liable for the failure to perform, or any delay in performance of, any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of HowToRobot.

12.7. Governing Law and Venue

These Terms of Service are governed by Danish law. Although they are drafted in English, Danish law is applicable. The competent court is the Court of Copenhagen.

Any dispute arising out of or relating to the Agreement or the Services shall be sought resolved by negotiation. If the Parties do not reach agreement, any action or proceeding shall be brought and maintained exclusively in the courts of Copenhagen, Denmark.