

Sales Contract

Bindex® Pulse-Echo Ultrasound — Osteoporosis Screening

Contract No.: [To be assigned by Prevenova]

Issued by: Prevenova GmbH, Baarerstrasse 19, 6300 Zug, Switzerland (CHE-341.358.274)

Version: July 2026 (v3) · EUR edition — Germany & Austria · Language: English · Governing law: Switzerland

This Sales Contract ("Contract") is entered into between Prevenova GmbH, Baarerstrasse 19, 6300 Zug, Switzerland (CHE-341.358.274) ("Prevenova") and the customer identified below ("Customer"). The Contract is binding on both parties from the date the last signature is affixed. It incorporates by reference the General Terms and Conditions ("GTC") and the Bindex® License Agreement ("License Agreement") issued by Prevenova, copies of which have been provided to the Customer before signing. In the event of conflict, this Contract takes precedence over the GTC and the License Agreement.

1. Parties

Prevenova GmbH	
Company	Prevenova GmbH
Address	Baarerstrasse 19, 6300 Zug, Switzerland
UID	CHE-341.358.274
Email	info@prevenova.com
Phone	+41 78 210 6525

Customer	
Company (legal name)	
Registration no.	
VAT number	
Contact person	
Job title	
Email	
Phone	
Billing address	
Delivery address	

2. Ordered Products and Pricing Model

Order Details	
Number of Bindex® devices	
Pricing model	☐ Pay-as-you-go ☐ Annual subscription ☐ One-time purchase
Scan package (if applicable)	☐ Entry (200) ☐ Starter (400) ☐ Bronze (800) ☐ Silver (1,600) ☐ Gold (Unlimited)
Loyalty contract (36 months)	☐ Yes ☐ No

Order Details

Extended warranty (yrs 3–5)	☐ Yes (€ 390/year) ☐ No
Number of staff to train	
Desired start date	

Declared End-User Price (Pay-as-you-go model only)

Patient scan price	€ _____ (the "Declared Price")
Basis	Price charged to patients at the time of signing this Contract.
Effect	Forms the contractual baseline for revenue share calculation and audit. See clauses 5A–5D.
Change notification	30 days' written notice required before any change. Failure = material breach.

3. Commercial Terms

All amounts are exclusive of VAT unless otherwise stated.

Pricing Model	Fee Structure	Notes
Pay-as-you-go	30% of scan revenue	Min € 20/scan (patient price < € 67); monthly floor € 350; training € 1,000 (Year 1)
Annual subscription	From € 5,990 / year	Entry / Starter / Bronze / Silver / Gold packages
One-time purchase	€ 14,900 per device	+ annual scan package. 2-yr warranty; extended € 390/yr (yrs 3–5)

3A. Scan Package Pricing (annual, excl. VAT)

Package	Scans / Year	Annual Subscription	One-time Purchase: Scan Package
Entry	200	€ 5,990 /year	€ 2,490 /year
Starter	400	€ 6,990 /year	€ 3,490 /year
Bronze	800	€ 8,290 /year	€ 4,790 /year
Silver	1,600	€ 9,490 /year	€ 5,990 /year
Gold	Unlimited	€ 11,490 /year	€ 7,990 /year

Loyalty contract (36 months, subscription only): 5% off annual fee + 100 bonus scans/year. Unused scans do not roll over. Upgrades: pay the difference at any time. Payment: 30 days net from invoice date.

VAT: For Customers established in Germany or Austria, the reverse charge procedure applies (§13b UStG / Austrian UStG). Prevenova invoices without VAT and the Customer self-assesses VAT.

4. Confirmed Terms — This Contract

Agreed Commercial Terms	
Pricing model	[Pay-as-you-go / Annual subscription / One-time purchase]
Scan package	[Entry / Starter / Bronze / Silver / Gold / N/A]
Number of devices	
Declared patient price/scan	(pay-as-you-go only — see clause 5A)
Annual fee / revenue share	
Training fee	€ 1,000 (pay-as-you-go, Year 1) or included in subscription
Extended warranty	[Yes / No]
Loyalty contract (36 mo.)	[Yes / No]
Total Year 1 commitment	
Effective Date	
First invoice date	

5. Pay-as-you-go — Specific Terms

Clauses 5A through 5D apply exclusively where the Customer has selected the pay-as-you-go Pricing Model. They do not apply to annual subscription or one-time purchase customers.

5A. Declared End-User Price and Price Change Notification

5A.1 At the time of signing this Contract, the Customer declares that the price charged to patients per scan is the Declared Price entered in Section 4. The Declared Price is a material term of this Contract.

5A.2 The Customer must notify Prevenova in writing at least 30 days before implementing any change to the price charged to patients per scan (a "Price Change Notice"). The Price Change Notice must state the new price and the date from which it will apply.

5A.3 Failure to give a Price Change Notice before implementing a price change constitutes a material breach of this Contract. In that case, and without prejudice to any other remedy, Prevenova shall be entitled to calculate the revenue share for the affected period using the higher of the actual price charged and the Declared Price last notified.

5A.4 The revenue share is always calculated on the actual gross amount collected from patients per scan, regardless of the Declared Price. The Declared Price serves as the contractual baseline for audit and verification purposes.

5B. Monthly Scan Log and Reporting

5B.1 By the 5th business day of each calendar month, the Customer must submit to Prevenova a scan log for the preceding month ("Monthly Scan Log") containing: (a) total number of scans performed; (b) price charged per scan (or a breakdown if multiple prices were charged); (c) total gross revenue collected from patients; and (d) the resulting revenue share amount (30% of gross revenue, subject to the per-scan minimum and monthly floor).

5B.2 The Monthly Scan Log must be certified as complete and accurate by an authorised representative of the Customer.

5B.3 Late submission of the Monthly Scan Log by more than 10 business days entitles Prevenova to invoice the monthly floor (€ 350) as a minimum pending receipt of the log, with any adjustment applied in the following month's invoice.

5C. Software Data and Deemed Revenue

5C.1 The Customer acknowledges that Prevenova, as Software provider, has access to scan activity data recorded in the Bindex® Software, including the total number of scans performed at the Customer's premises ("Software Scan Count").

5C.2 In the event of any discrepancy between the Customer's Monthly Scan Log and the Software Scan Count, the Software Scan Count shall be deemed authoritative as to the number of scans performed, unless the Customer can demonstrate a specific technical error in the Software records within 10 business days of being notified of the discrepancy.

5C.3 Where the Customer's Monthly Scan Log reports fewer scans or lower revenue than is consistent with the Software Scan Count and the Declared Price (or the most recently notified price), Prevenova may issue a supplementary invoice for the difference. The Customer must pay the supplementary invoice within 30 days.

5C.4 If the Customer cannot provide documentary evidence (patient invoices, billing records) to substantiate a claimed per-scan price that is lower than the Declared Price, the Declared Price shall be used to calculate the revenue share for the relevant period.

5D. Audit Rights

5D.1 Prevenova may, at its own cost and on 10 business days' written notice, audit the Customer's scan records, patient invoices, billing systems, and any other records reasonably necessary to verify the accuracy of Monthly Scan Logs and the correctness of revenue share payments ("Audit"). Audits may be conducted by Prevenova or by an independent accountant appointed by Prevenova.

5D.2 Prevenova may conduct no more than one Audit per calendar year, except where: (a) a previous Audit revealed an underpayment of 5% or more; or (b) Prevenova has reasonable grounds to suspect material underreporting, including where the Software Scan Count materially exceeds reported scans.

5D.3 The Customer must provide reasonable access to its records and cooperate with the Audit within 30 days of the Audit notice. Obstruction of or failure to cooperate with an Audit constitutes a material breach of this Contract.

5D.4 If an Audit reveals an underpayment of 5% or more of the revenue share due in the audited period, the Customer shall: (a) pay the underpayment amount within 14 days; (b) pay interest on the underpayment at 5% per annum from the date each underpaid amount was originally due; and (c) reimburse Prevenova for the reasonable costs of the Audit.

5D.5 If an Audit reveals an overpayment by the Customer, Prevenova shall credit the excess against the Customer's next invoice.

6. Training

Training will be arranged by Prevenova within 5 business days of Device delivery. On-site at the Customer's clinic or practice. Number of staff to train: [].

7. Delivery

The Device is shipped from Bone Index Finland Oy to the delivery address specified above. Estimated lead time: [] business days from Effective Date. Risk passes on delivery. Under pay-as-you-go and subscription models, title remains with Bone Index Finland Oy at all times.

8. Incorporated Documents

The following documents are incorporated into this Contract and binding on both parties:

- Prevenova General Terms and Conditions (GTC) — July 2026 (v3)
- Bindex® License Agreement — July 2026
- Appendix 1 — Licence Fee Schedule
- Appendix 1A — Pay-As-You-Go Pricing Examples (if pay-as-you-go selected)
- Appendix 2 — Acceptable Use Policy

The Customer confirms having read and accepted all of the above documents prior to signing.

9. Special Conditions

[Any individually agreed terms. Delete this section if not applicable.]

10. Signatures

By signing below, each party confirms it has the authority to enter into this Contract, has read and accepted all incorporated documents, and agrees to be bound by the terms set out herein. For pay-as-you-go customers, the signatory additionally confirms the accuracy of the Declared Price entered in Section 4. This Contract is effective from the date of the last signature.

Prevenova GmbH	
Signed	_____
Name	_____
Title	_____
Date	_____
Place	Zug, Switzerland

Customer	
Signed	_____

Customer	
Name	
Title	
Date	
Place	

Please return signed contracts to: info@prevenova.com · Prevenova GmbH, Baarerstrasse 19, 6300 Zug, Switzerland · Tel +41 78 210 6525