Mobile Application End User License Agreement

Please read this Mobile Application End User License Agreement ("EULA") carefully before downloading or using the Helix Pharma Pakistan ("Danzen-DS") mobile application ("Mobile App"), which allows you to access Danzen-DS internet-delivered service ("Subscription Service") from your mobile device. This EULA forms a binding legal agreement between you (and any other entity on whose behalf you accept these terms) (collectively "You" or "Your") and Danzen-DS (each separately a "Party" and collectively the "Parties") as of the date you download the Mobile App. Your use of the Mobile App is subject to this EULA and your use of the Subscription Service will remain subject to the existing agreement governing such use (the "Subscription Agreement"). With respect to the use of the Mobile App, and to the extent the Subscription Agreement conflicts with this EULA, the terms of this EULA will govern and control solely with respect to use of the Mobile App.

- **1. License.** Danzen-DS grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Mobile App for Your personal and internal business purposes strictly in accordance with this EULA and the Subscription Agreement.
- **2. Your Account.** Your use of the Mobile App requires that you have an account with Danzen-DS and agree to the terms of the Subscription Agreement.
- **3. Changes to this EULA.** Danzen-DS reserves the right to modify this EULA at any time and for any reason. If Danzen-DS makes material changes to this EULA, You will receive notification via the Mobile App.
- **4. No Included Maintenance and Support.** Danzen-DS may deploy changes, updates, or enhancements to the Mobile App at any time. Danzen-DS may provide maintenance and support for the Mobile App, but has no obligation whatsoever to furnish such services to you and may terminate such services at any time without notice. You acknowledge that neither Apple (for iOS Mobile App) nor Google (for Android Mobile App) has an obligation to furnish any maintenance or support services in connection with the Mobile App.
- **5. Acceptable Use.** You agree that you will not use or encourage others to use the Mobile App or the Subscription Service as accessed through the Mobile App in a way that could harm or impair others' use of the Mobile App or the Subscription Service. You also agree not to violate the usage limits or controls set forth by: (a) the App Store Terms of Service, for iOS users accessing the Mobile App on an Apple product, or (b)

Google Play Terms of Service for Android users accessing the Mobile App on an Android product.

6. Privacy. In order to operate and provide the Subscription Service and the Mobile App, Danzen-DS may collect certain information about you, including technical and telemetry data related to your use of the Mobile App. We use third party service providers to help us collect and analyze this data, including Google Analytics. Danzen-DS uses and protects that information in accordance with the Danzen-DS Privacy Notice. We collect personal data directly from you, from third parties or other publicly available sources, and automatically (see our Cookie Notice for more details) when you use the Offerings. We are a data controller of this personal data. We collect this personal data for the purposes outlined below in "**How We Use Personal Data**." If we cannot collect this data, we may be unable to on-board you as a customer or organizational user or provide the Offerings to you.

How We Use Personal Data

We will only use your personal data if we have a lawful basis to do so, Specifically, we use your personal data at your instruction or as follows:

Provision of the Offerings. To provide services and operate our Offerings, fulfill your orders and requests, process your payments or other Offerings-related transactions; notify you when you or others interact with you through an Offering, for bug and error reporting and resolution, to perform upgrades and maintenance, and for similar purposes. This may include the use of machine or deep learning technologies, as described in the *Analytics and Improvement* paragraph below.

Customer Support. To communicate with you about your use of the Offerings; to respond to your communications, complaints, and inquiries; to provide technical support; and for other customer service and support purposes.

Personalization. To tailor content we send or display to you in order to offer location customization (e.g., setting a default language or region) and to otherwise personalize your experience using the Offerings.

Identifying Customer Opportunities. To assess potential customer opportunities as they relate to engaging new users, meeting the demands of our customers, and enhancing particular users' experiences (e.g., engaging with customer user groups).

Marketing Communications. For in-application marketing bulletins in order to share information about special offers, promotions, and events or to otherwise contact you

about Danzen-DS or information we think may interest you, in accordance with your marketing preferences.

Analytics and Improvement. To better understand how our users access and use the Offerings, to tailor our content and Offerings to users' needs and interests, and for other research and analytical purposes (e.g., to evaluate and improve the Offerings and develop additional products, services, and features). We may use machine or deep learning technologies for these purposes which may allow us to provide users with predictive tips and other features (e.g., suggestions for column types or text).

Protect Legal Rights and Prevent Misuse. To protect the Offerings and our rights (including any intellectual property rights) along with the rights of users and other individuals; to prevent unauthorized access and other misuse; and where we believe necessary to investigate, prevent, or take action regarding potential or actual security incidents, illegal activities, suspected fraud, situations involving potential threats to the safety of any person, or violations of our terms of use or this notice. We may use machine or deep learning technologies for these purposes (e.g., for fraud prevention or detection).

Comply with Legal Obligations. To comply with the law, subpoena, or other legal proceedings or process; for example, we may disclose information in response to lawful requests by public or governmental authorities, including responding to national security or law enforcement requests.

General Business Operations. Where necessary for the operation and administration of our general business, accounting, recordkeeping, and legal functions.

- **7. Consent to Electronic Communications and Solicitation.** By downloading the Mobile App, You authorize Danzen-DS to send You (including via email and push notifications) information regarding the Subscription Service and the Mobile App, such as: (a) notices about Your use of the Subscription Service and the Mobile App, including notices of violations of use; (b) updates to the Subscription Service and Mobile App and new features or products; and (c) promotional information and materials regarding Danzen-DS products and services. You can review Your account notification settings and adjust Your messaging preferences, including opting-in to additional messages or unsubscribing to certain messaging through the "Push Notifications" section of the Mobile App settings.
- **8. No Warranty.** YOUR USE OF THE MOBILE APP IS AT YOUR SOLE RISK. THE MOBILE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DANZENDS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER

EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

The Mobile App is only available for supported devices and might not work on every device. Determining whether Your device is a supported or compatible device for use of the Mobile App is solely Your responsibility, and downloading the Mobile App is done at Your own risk. Danzen-DS does not represent or warrant that the Mobile App and Your device are compatible or that the Mobile App will work on Your device.

- 8.1 <u>iOS Application</u>. In the event of Danzen-DS failure to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE MOBILE APP, AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.
- 8.2 <u>Android Application</u>. GOOGLE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- **9. Suspension and Termination of the Mobile App.** Danzen-DS reserves the right to suspend or terminate your access to the Mobile App at any time based on the status of Your account under the Subscription Agreement. You understand that if your account is suspended or terminated, You may no longer have access to the content that is stored within the Subscription Service.
- **10. Intellectual Property Rights.** In the event of a third party claim that the Mobile App, or Your possession and use of the Mobile App, infringes third party's intellectual property rights, Danzen-DS will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- 11. Legal Compliance. You represent and warrant that: (a) You are not located in a country that is subject to a United States Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the United States Code of Federal Regulations; (b) You are not located in a country that has been designated by the United States Government as a "terrorist supporting" country; and (c) You are not listed on any U.S. Government list of prohibited or restricted parties. You further agree not to transport the Mobile App to or use the Mobile App in any such country.
- **12. Governing Law.** This EULA shall be governed by and construed in accordance with the laws governing Your Subscription Agreement.

- **13. Contact Information.** If You have any questions regarding this EULA, please contact Danzen-DS by email at talha.aftab@hakimsonsgroup.com or helixpharma@hakimsonsgroup.com by phone at 92 (21) 32568257, or by mail at Helix Pharma (Pvt.) Limited Hakimsons House 1-A Fasih Manzil Muhammad Ali Cooperative Housing Society Karachi. Pakistan.
- 14. Third Party Beneficiaries. This EULA is executed between you and Danzen-DS and not between you and any other party, including Apple for iOS users and Google for Android users. You agree that any claims brought by You arising out of this EULA or Your use of the Mobile App will not be made against Apple or Google, as applicable. Notwithstanding the foregoing, upon your acceptance of this EULA, allows Apple or Google, as applicable, to enforce this EULA against You as a third party beneficiary thereof. Danzen-DS is not responsible for any applicable third-party agreement between you and any third-party, including your wireless provider.
- **15. Company Policy:** The Company (Helix Pharma) has a right to take any decision to add and delete the user if found any ambiguity and miss-use of Danzen-DS app and will not be responsible for any sharing data and information to others. Also company has a right to give rewards, points and to distribution giveaways and promotional materials amongst the users.