

TERMS AND CONDITIONS: ANNUAL PLAN

This Annual Plan Agreement (the “Agreement”) is entered into immediate effect once the Annual Plan compensation fee has been paid, by and between the individual and/or company who has selected the Annual Plan (the “Specialist”), and (the “Company”) and Clearwax Ltd, collectively “the Parties.”

1. Purpose. The Company is in the business of various aspects of clinical ear care and hearing healthcare. The Company is in position to refer potential clients/customers to the Specialist.
2. Annual Plan Arrangement. Upon the Effective Date of this Agreement, the Specialist may, from time to time, receive potential clients/customers (the “Lead”) via the Company’s website. The Specialist will pay the Company an annual subscription fee to receive unlimited Leads.
3. Lead. A Lead is a potential client/customer who contacts the Specialist directly via their individual specialist profile page. A Lead can either call the Specialist using the ‘Call Specialist’ function (or if using a desktop by retrieving the phone number in order to call by clicking the ‘View Contact Number(s)’ function), known as a ‘Phone Click’, or by sending a direct email message via the ‘Email Specialist’ function, known as an ‘Email Click’. All ‘Phone Clicks’ and ‘Email Clicks’ instantly appear on the ‘Statistics’ page on the Specialist dashboard. If a Lead contacts the Specialist on more than one occasion within a 30-day time period using the same IP address, this will only count as a single Lead to avoid duplication. Under these circumstances, the Lead’s first mode of contact (i.e. phone or email click) will only be counted and appear on the ‘Statistics’ page. If the same Lead contacts the Specialist on more than one occasion within a 30-day time period using a different IP address, it is counted as a separate and new Lead.
4. Compensation. The Specialist shall pay the Company £1,995.00 +VAT per year for unlimited Leads. After the Specialist has made the first year initial compensation payment to subscribe to the Annual Plan, a recurring automatic yearly compensation payment and billing cycle is set-up. The recurring automatic compensation payment cycle for the Annual Plan will continue indefinitely until cancelled by the Specialist. If the automatic compensation payment cycle for the Annual Plan is cancelled, the Specialist Annual Plan will expire at the end of the current Annual Plan. The compensation fee is subject to change. The Specialist will be notified of any changes to the compensation fee by email in advance. The Specialist is not entitled to any

refund if they decide to no longer have their individual specialist profile page on the Company's website or wish to change to the Pay-per-lead (PPL) Plan.

5. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue indefinitely until the Specialist decides to cancel and not renew the Annual Plan beyond its current yearly subscription expiration date.
6. **Termination.** This Agreement may be terminated by the Specialist at any time. However, the Specialist is not entitled to any refund if they decide to terminate the Agreement and no longer have their individual specialist profile page on the Company's website before the expiration date of their current paid Annual Plan. The Agreement may also be terminated by the Company at any time who also reserve sole rights and discretion to remove the Specialist's individual specialist profile page from the Company's website even if this is before the expiration date of current paid Annual Plan. In this event, the Company shall refund to the Specialist the outstanding pro rata monthly fee of the Annual Plan including the current month in full that it was terminated by the Company.
7. **Representations.** The Specialist is solely responsible for the information they submit and upload onto their individual specialist profile page and must ensure the information supplied is accurate and factual at all times.
8. **Qualifications.** The Specialist must be a suitably qualified healthcare professional (e.g. Audiologist, Audiological Scientist, Hearing Aid Dispenser, GP, ENT Specialist, Nurse, Pharmacist etc.) who has been successfully trained and certified in ear wax removal from an accredited ear wax removal training course or programme.
9. **Indemnity.** The Specialist must be registered with their professional regulatory body and have in place the relevant professional indemnity and public liability insurance providing indemnity in respect of legal liability for injury arising from the removal of ear wax in the specified treatments offered, ear wax related issues and advice on ear wax related issues. It is the Specialist's sole responsibility to notify the Company immediately if they no longer have the relevant professional indemnity and public liability insurance in place and /or they are no longer registered with their professional regulatory body in order for the Specialist's individual specialist profile to be removed immediately from the Company's website.

10. Liability. The Specialist is fully liable for any damages for claims made against submission of false and incorrect information on their individual specialist profile page and injuries/complications/negligence etc. arising to Leads through any treatments and/or advise offered by the Specialist. Under no circumstances shall the Company be liable either to the Specialist or Lead. Neither is the Company liable for any loss of revenue related to any aspect of this Agreement.

11. Disclaimer of Warranties. The Company shall refer Leads to the Specialist. The Company has no responsibility to the Specialist if the Leads are not converted for any reason.

12. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as soon as the Specialist selects the Annual membership plan.

Last updated: 2 February 2021