

Terms and Conditions

1. GENERAL

1.1 These general terms and conditions shall be applied when Secify by Sweden AB org nr 559316-2513 (the Supplier), provides services or otherwise enters a contractual relationship with a customer (the Customer). Further content and scope are specified in the Agreement between the Customer and the Supplier.

1.2 The relationship between the Supplier and the Customer is regulated, in addition to the Agreement and these general terms and conditions for the Supplier, also by service agreements specific to the services and products provided by the Supplier. In the event that there are inconsistencies in the various contract documents, they apply mutually in the order specified below. Specific regulations in lower standing conditions fill in general regulations in higher standing conditions.

- (i) The agreement
- (ii) General terms and conditions for Supplier
- (iii) Applicable annexes
- (iv) Applicable law

2. IMPLEMENTATION OF THE SERVICE

2.1 The parties shall co-operate and consult at the start-up and implementation of the Service. Each party shall appoint a contact person (alternatively contact persons) who is responsible for ensuring that the cooperation is complied with in accordance with the Agreement. The parties shall inform each other of the choice of contact person. The scope of the contact persons' authority to represent their party shall be stated in the Agreement.

2.2 The supplier shall carry out their commitments with, for the purpose, qualified and competent employees and in a professional manner.

2.3 The Customer shall provide the Supplier with access to the information and documentation regarding the Customer's operations, and to premises at the Customer that are necessary for the implementation of the Service. The Supplier shall comply with the applicable safety regulations when carrying out the Service.

2.4 A party shall without delay notify the other party after he or she has become aware of a situation that may affect the implementation of the Service.

3. LIABILITY

3.1 The party's liability for damages is limited to direct damage, however, not exceeding one amount per claim, corresponding to the amount that is the highest of 25 price base amounts and 20% of Contractor Fee, respectively. This restriction does not cover fines, price reductions or interest.

In the case of assignments on a current account, the fee consists of the fee for the last 12 months of the Service. If the fee agreed for the Service is less than a price base amount, the party's maximum liability shall instead be limited to an amount corresponding to a price base amount. Price base amount means price base amount in accordance with the Act (1962: 381) on general insurance in force at the time of the occurrence of the damage. However, a party is not responsible for any case of loss of profit or other indirect damage or loss, including the other party's possible liability to third parties or loss of information. The limitation of a party's liability for damages according to section 3.1 does not apply if the damage has arisen as a result of intent or gross negligence.

3.2 If the supplier has been negligent in performing the Service (hereinafter referred to in this section 3.3 as errors), the supplier shall without undue delay, where practically possible, remedy errors that the customer has complained within the time span specified in 3.4.

3.3 The supplier's obligation does not apply if the correction of the error entails inconveniences and costs for the supplier that are unreasonably large in relation to the significance of the error for the customer. In the event that the supplier has not corrected the error, the customer is entitled to a reasonable deduction of the compensation for incorrectly performed work.

3.4 A party shall, in order not to lose his right to action, claim compensation within three (3) months after the party has marked or is likely to mark the basis for the claim, but no later than ten (10) months after the work has been performed.

4. RIGHTS

4.1 In the event that the supplier's work includes parts that the supplier has stated belong to a third party, the customer may not modify such parts without the right holders consent.

4.2 Party, which provides materials, is responsible for obtaining from the rights holder the rights required for the performance of the Service in accordance with this agreement.

4.3 The Supplier is responsible for making sure that material, which they provide within the framework of the Service, require no additional license or royalty payment for the use of the Service in accordance with the Agreement, in addition to what is stated in the Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The agreement does not mean that copyright or other intellectual property rights are transferred to the Customer. The Customer may not, in addition to what has been agreed on in writing by the Supplier; use, copy, change, or otherwise handle intangible assets, or other material that is part of, or belongs to the service, nor transfer, or grant the right to the above-mentioned assets.

5.2 The Supplier shall obtain the Customer's approval when using the Customer's company name (in full or abbreviated form), the Customer's logo or other identifier for marketing materials, press releases, or otherwise, regardless of media.

6. THIRD PARTY

6.1 The supplier always has the right to hire subcontractors to carry out its obligations.

6.2 The Supplier may, unless otherwise specifically agreed, engage a sub-consultant for the performance of the Service. If the supplier hires a sub-consultant, the supplier is as responsible for the sub-consultant's work as for their own. The Supplier undertakes that before they intend to hire a sub-consultant or to have an employee other than the employees named in the agreement perform work within the framework of the Service to inform the customer of this.

6.3 If the supplier, when performing the Service, provides a Third Party Product, the supplier's use of the Third Party Product's conditions applies to the customer's use of such. Third Party Product refers to content, software product or tools specifically designated to be a Third Party Product.

7. PERSONAL DATA

7.1 Within the framework of the Supplier's delivery to the Customer, the Supplier may process personal data on behalf of the Customer. The Parties undertake to process the personal data at all times in accordance with Regulation (EU) 2016/679 ("GDPR") and applicable supplementary Union law or national data protection law ("Applicable Data Protection Law").

7.2 The Supplier shall only process the personal data in accordance with the Customer's documented instructions, and the processing shall always be limited to what is necessary for the Supplier to be able to fulfill their obligations under the Agreement. The Supplier shall take appropriate technical and organizational measures to protect the personal data processed on behalf of the Customer. The Supplier shall immediately inform the Customer if the Supplier considers that the Customer's instruction is contrary to Applicable Data Protection Legislation. The Customer undertakes not to transfer sensitive personal data to the Supplier unless the parties have specifically agreed to this.

7.3 The Supplier may use a third party as a subcontractor for the processing of personal data, provided that the Customer is informed of such and does not object in writing within 10 days thereafter. Such information may be provided in such manner as the Supplier deems appropriate. If the Customer objects, the Supplier shall refrain from using the subcontractor if the customer can provide a reasonable basis for the objection. If the Customer is unable to show reasonable grounds for the objection, the Supplier is entitled to;

- (i) Reimbursement for costs incurred by the Supplier because of the objection
- (ii) Termination of the Agreement with 90 days' notice.

The Supplier shall inform the Customer if (i) shall be applied no later than 40 days after receiving the objection. The supplier must keep a list of hired sub-assistants.

7.4 The supplier shall enter into an agreement regarding personal data processing with a contracting assistant. Sub-assistants shall be imposed obligations at least corresponding to those imposed on the Supplier in 7.2.

7.5 The supplier may only transfer personal data outside the EU / EEA or hire a sub-assistant for the processing of personal data outside the EU / EEA, if there is a legal basis for such transfer, as well as measures to ensure that the processing is compatible with applicable Data Protection legislation. At the Customer's request, the Supplier shall provide documentation that shows that the above requirements have been met.

7.6 At the Customer's request, the Supplier shall provide the Customer with all necessary information to show that the Supplier fulfills their obligations in accordance with Applicable Data Protection Legislation. If the Customer, despite such information, has reasonable cause to suspect that the Supplier does not fulfill their obligations in accordance with Applicable Data Protection Legislation, the Customer has the right to review the Supplier's processing of personal data, as well as other relevant information and documentation. The Customer shall notify the Supplier in writing of such review 60 (sixty) days in advance. The customer is responsible for all costs in connection with such review.

7.7 If a relevant supervisory authority conducts an audit of the Supplier, which may include the processing of personal data under the Agreement, the Supplier shall as soon as possible notify the Customer of this.

7.8 The supplier shall ensure that the persons who process the personal data are subject to a statutory duty of confidentiality or have undertaken to observe confidentiality.

7.9 The customer shall bear all costs for changes to, or additions to, the instructions regarding the processing of personal data. The Supplier is also entitled to compensation for the measures taken on behalf of the Customer or for the benefit of the Customer.

7.10 Each party has the right to request renegotiation in the event of an amendment to the Applicable Data Protection Act, or the interpretation of the Applicable Data Protection Legislation, which affects the processing of personal data in accordance with the Agreement. Neither party has the right to terminate the Agreement only because the right to renegotiation has been invoked or renegotiation has been initiated.

7.11 Upon termination of the Agreement, the Supplier shall, at the written request of the Customer, return the personal data to the Customer. The Supplier shall delete the personal data no earlier than thirty (30) days and no later than ninety (90) days after the termination of the Agreement.

8. CONFIDENTIALITY

8.1 Each party undertakes not to disclose information about the other party's activities that may be considered trade secrets or information that is subject to secrecy by law, without the consent of the other party, to a third party during the performance of the Service or for a period of three years thereafter. Confidential information can be in written, oral and electronic form. It may include - but is not limited to - business plans, business concepts, marketing

strategies, marketing plans, communication plans, consulting, customer, and supplier lists (containing personal information to each contact person), know-how for processing new customer markets, and crisis plans and technical solutions. Confidentiality does not apply to such information that a party can show has become known to them in any other way than through the Service, or that is generally known. Confidentiality also does not apply when a party is obliged by law to disclose said information. If a party is obliged by law to disclose information, the other party shall be informed thereof before such disclosure shall be made.

8.2 A party shall, by means of oaths of confidentiality from staff or other appropriate measures, ensure that confidentiality as above is observed. A party is responsible for the subcontractor and their employees affected by the Service signing a confidentiality agreement of corresponding content for the benefit of the other party.

9. COMPENSATION

9.1 Unless otherwise agreed, the customer shall pay compensation according to the current bill with the hourly fee, overtime compensation, etcetera, as stated in the Agreement. If no such agreement has been reached, debiting takes place according to the, at the given time, supplier's price list. For travel time outside the supplier's regular working hours, half of the agreed hourly fee is charged. Unless otherwise stated in the Agreement, the supplier has the right to, with the start of every new calendar year, once a year change agreed hourly rates in accordance with the change of the combined Service Price Index according to Statistics Sweden's. The fees are exclusive of VAT and other additional taxes on the services determined in accordance with the Agreement.

9.2 Unless otherwise specified in the Agreement, the supplier is entitled to compensation for overtime as follows; for agreed work that is to be performed outside normal working hours, after 20.00 and before 06.00, non-holiday Mondays - Fridays, the agreed hourly fee is according to item 9.1 multiplied by the factor 1.5 per hour. For agreed overtime work at another time, the agreed hourly fee is according to item 9.1 multiplied by the factor 2.0 per hour.

9.3 The supplier is entitled to compensation for expenses in accordance with what has been specifically agreed. The supplier is furthermore entitled to compensation for subsistence costs as well as travel and accommodation costs in accordance with what has been agreed. In the absence thereof, the Supplier, to the extent that the Service is performed outside the supplier's stationing location specified in the Agreement, is entitled to compensation for subsistence costs and travel expenses for travel with their own car and travel expenses for travel with other means of transport than their own car.

9.4 If the customer causes the supplier not to be able to use the reserved time, the supplier has, after notifying the customer's contact person, the right to charge compensation for the reserved time that cannot be used.

10. PAYMENT

10.1 Unless otherwise agreed, the supplier is entitled to be paid once a month for work performed and reported and for costs incurred.

10.2 Payment is made via invoice. If payment is to be made for reported work, the invoice must state the nature and extent of the work performed during the period to which the invoice relates, costs incurred during the period and other remuneration specifically agreed, and state the number of working hours and hourly remuneration for each of the persons or staff categories engaged with the Service. Payment must be made no later than 30 days after the invoices issued date. The Supplier shall, within six months after the termination of the Service, send the customer an invoice listing all remaining receivables regarding the Service. If the supplier has not done this, he loses his right to compensation for work performed, but with regard to their right to make a valid claim on set-off.

10.3 If the customer is in arrears with payment and the supplier has asked the customer in writing to pay the amount due, the supplier may 30 days after written notice to the customer with reference to this point - with the right to compensation according to point 9.4 - suspend further work until the customer pays any outstanding claims.

11. TERMINATION

11.1 The customer may, without stating reasons, terminate the Agreement in respect of non-completed parts, whereby compensation shall be paid for work performed, and proven necessary cost. The supplier also has the right to charge the customer compensation for reserved resources that cannot be used. In the event of termination due to force majeure, what is stated in condition 12 applies.

11.2 The agreement can also be terminated, and immediately cease to be valid, as follows:
(i) Either party is entitled to terminate the Agreement if the other party substantially breaches their obligations under this agreement and not within 30 days after written notice, addressed to the other party with reference to this clause, has made a correction, or the party shows that they have taken measures to correct a breach of contract.

(ii) Either party has the right to terminate the Agreement if the other party has been declared bankrupt, enters job negotiations, or is otherwise insolvent.

11.3 Upon termination of the supplier based on clause 11.2, the supplier is entitled to compensation in accordance with the principles in clause 11.1. Upon termination of the customer with the support of clause 11.2, the customer is entitled to a reasonable deduction of the compensation for negligent work performed and the right to compensation.

11.4 Termination must be in writing to be valid.

11.5 When the Agreement has been terminated in accordance with condition 11.1, or the supplier has terminated it based on condition 11.2, the supplier is obliged to report and submit the result of work performed, at the latest when payment is made. If the termination of the Agreement is based on condition 11.2, this obligation exists immediately after its termination. The Customer has the right to use the result as if the Service has been completed, if they have fulfilled their payment obligations.

12. FORCE MAJEURE

12.1 If a party is prevented from fulfilling its obligations under this agreement by circumstances that the party could not control, such as lightning, labor dispute, fire, changed authority provision, authority intervention and error or delay in services from subcontractor due to circumstances stated here, this shall constitute grounds for exemption and advancement of the time of performance, and release from responsibility for damages and other possible penalties. If the fulfillment of the Agreements essential parts is prevented for a longer period than three (3) months due to certain circumstances stated above, thea party may terminate the Agreement in writing. In the event of such termination, the supplier is entitled to compensation in accordance with the Agreement for work performed and proven necessary cost.

13. TRANSFER

13.1 The agreement may not be transferred without the approval of the other party.

13.2 However, the supplier may, without the customer's consent, transfer the right to receive payment under this agreement.

14. DISPUTES

14.1 Disputes concerning the interpretation or application of a Contract and other contractual documents and related legal matters shall in the first instance be settled by negotiations between the Parties. If no settlement is reached in these negotiations, the dispute shall be settled by a Swedish general court.

14.2 Rights and obligations under this Contract are determined by Swedish law except for its conflict-of-law rules.