

1. The scope of the terms and conditions

- 1.1 These terms and conditions form part of the Agreement between the Client named on the first page of this Agreement ("the Client") and Capacent AB ("Capacent").
- 1.2 These Terms and Conditions may be modified by Capacent from time to time. The latest version of these Terms and Conditions is always available on Capacent's website, www.capacent.se. A modification to these Terms and Conditions does not apply until such modification has been made available on Capacent's website. Capacent will provide the Client with a copy of the latest version of these Terms and Conditions upon the Client's request.

2. The Performance of the Assignment, cancellation, etc.

- 2.1 The Client agrees to cooperate with Capacent in carrying out Capacent's services under this Agreement (the "Assignment") and to make personnel available to Capacent during the term of this Agreement to the extent Capacent reasonably deems necessary for the performance of Capacent's services.
- 2.2 Capacent shall perform its obligations under the Assignment using suitable, qualified and skilled employees and in a professional and workmanlike manner.
- 2.3 If any delay or change in schedule or services is imputable to the Client, Capacent reserves the right to charge the Client for any consultant time lost and expenses, as Capacent deems reasonable, which are incurred by Capacent as a result thereof.
- 2.4 The Parties shall each designate a contact person who is responsible for the Assignment. Each Party shall inform the other Party of the designated contact person and of such contact person's entitlement to represent the relevant Party.

3. The Client's undertakings regarding advice Capacent may provide

- 3.1 The Client confirms:
 - 3.1.1 that it has taken and will take such independent tax, legal, and other advice as necessary for the Client to evaluate any advice that Capacent provides to the Client in connection with this Agreement; and
 - 3.1.2 that the Client will make its own independent decisions in respect of Capacent's advice.

4. Copyright in the result of the Assignment

- 4.1 Capacent is the owner of and is entitled to the copyrights and any and all other intellectual property rights in the result and outcome of Capacent's Assignment. The Client is entitled to use the result and the outcome of the Assignment for the purpose or purposes of the Assignment.

5. The use of the name or trademark of the other party in marketing, etc.

- 5.1 Each party agrees not to include the name or trademarks of the other party or any of its affiliates in any advertisement or other similar medium without the written consent of such party.

6. Assignments from companies who are in competition with the Client's business activities

- 6.1 The Client is aware of and acknowledges that Capacent, during this Assignment, may accept and carry out assignments also from other clients that are involved in business activities that to some extent compete with the Client's business activities. Capacent undertakes, where applicable, to maintain the confidentiality undertakings under this Agreement also internally within Capacent.

7.1 Capacent's independent position

- 7.1 Capacent is an independent contractor and no employment relationship is created hereby.

8. Capacent's right to engage subcontractors

- 8.1 During the term of the Assignment Capacent shall not be entitled to engage any subcontractors without the prior consent of, or prior notice to, the Client.

9. Payments from the Client to Capacent

- 9.1 All amounts due from the Client under this Agreement are payable in immediately available funds, free and clear of any taxes, withholding or deduction. In the event that any deduction or withholding is required by law, the Client shall pay such additional amounts to Capacent as are necessary to ensure that Capacent receives the amount that it would have received but for such deduction or withholding.

10. Confidentiality

- 10.1 Each party agrees to maintain the confidentiality of this Agreement, the terms thereof, and the services there under and not to disclose them to any third party without the prior written consent of the other party hereto (except as may be required by law).
- 10.2 During the term of the Assignment and for a reasonable period of time thereafter, Capacent agrees not to disclose any confidential information about the Client of which Capacent becomes aware during the course of its Assignment, except such information as is in or enters the public domain other than as the result of a breach of this agreement.
- 10.3 The Client agrees not to disclose, distribute or otherwise make available any portion of Capacent's work product (including the materials Capacent provides the Client and the concepts and ideas therein and in presentations made by Capacent) to any persons other than those in the Client's organization who require the work product for their work or who are direct participants in the Assignment, unless the Client has obtained Capacent's prior written consent thereto.

11. Liability and limitation of liability

- 11.1 Capacent has no obligation to indemnify the Client in respect of any loss, claim or liability ("Liability") unless directly caused by the gross negligence or wilful misconduct of Capacent. Capacent is not liable for and assumes no liability for any material supplied in electronic form (e.g., programming and software) including, without limitation, the content, quality, functionality, reliability or performance of such material.
- 11.2 Capacent's liability under 11.1. shall at all times be limited to the amounts Capacent has received from the Client under this Agreement. If the Assignment is carried out on an ongoing basis, such limitation of liability consists of the amounts Capacent has received from the Client during the previous twelve (12) months of the Assignment.
- 11.3 The Client will indemnify and hold harmless Capacent and its affiliates, employees and officers in respect of any Liability relating to this Agreement, unless such liability is directly caused by Capacent's gross negligence or wilful misconduct.
- 11.4 Notwithstanding any provisions in this Agreement to the contrary, with the exception of the Client's specific undertaking towards Capacent in article 12, neither party shall be liable for indirect losses or damages. Such indirect loss or damages includes special, indirect, punitive or consequential damages or losses (i) which do not flow directly and immediately from such party's actions or omissions; (ii) which represent lost profits, lost production or lost opportunities which are a consequence of intervening circumstances notwithstanding those circumstances were contemplated by the parties upon execution of this Agreement, or (iii) which are not reasonably foreseeable or a natural consequence of such party's actions or omissions.
- 11.5 Capacent will not be in breach of this Agreement as a consequence of any failure or delay in the performance of any obligation due to any event of force majeure or which is otherwise beyond its reasonable control, including any action or omission of any governmental authority, riot, strike, lockout, boycott or blockade, computer, electrical or financial system failure, market disruptions or any other similar circumstance.
- 11.6 Capacent shall have no liability to third parties due to the Client's use of documentation or other advice received from Capacent.
- 11.7 In order not to lose its right to claim compensation from Capacent under this Agreement, the Client must submit a claim's notice within three (3) months after the Client has noticed or should have noticed the basis for such claim, but no later than twelve (12) months after the end of the Assignment.

12. Specific undertaking of the Client regarding the employees of Capacent

- 12.1 The Client undertakes not to:
- 12.2 solicit any employee of Capacent to accept employment or an assignment at the Client or its affiliates;
- 12.3 enter into an employment agreement or assignment agreement in any other form with a person who is, or under the Assignment has been, employed by Capacent; or
- 12.4 in any other respect take any measure that, alone or together with another circumstance, is deemed to cause one of Capacent's employees to leave his employment.
- 12.5 Further, the Client undertakes to ensure that companies within the group to which the Client belongs and other companies which have common interest with the Client, as well as the Client's employees and other persons for whom the Client is responsible, will not take any measures enumerated in 12.1.

- 12.6 The Client's undertaking in accordance with article 12 shall apply during the term of the Assignment and for a period of twelve (12) months after the termination hereof.
- 12.7 Upon breach of the Client's above-mentioned undertakings, the Client shall pay liquidated damages equal to 100% of Capacent's salary costs, including social security charges, holiday pay, allocation to pension funds, etc. for the employee during the last twelve (12) months.
- 12.8 However, where the Client can prove that the value of the negative financial consequence does not exceed the amount in accordance with 12.4., the Client shall only be obliged to compensate for the actual proven value. If Capacent, on the other hand, proves that the value of the consequence exceeds the amount in accordance with 12.4., the Client shall likewise be obliged to compensate such excess amount.

13. Modifications and amendments to this Agreement, etc.

- 13.1 This Agreement represents the entire understanding between the parties on the subject matter hereof and supersedes and overrides any previous agreement, understanding, and discussions between them thereon.
- 13.2 No modification or amendment to this Agreement shall be valid unless set out in writing and signed by duly authorized representatives of each party hereto.

14. Assignment of a party's rights and duties under this Agreement

- 14.1 Neither party may assign this Agreement or any part thereof to any third party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.
- 14.2 Capacent may, without the Client's consent, transfer its right to receive payment under this Agreement.

15. Choice of law and dispute resolution

- 15.1 The Agreement shall be governed by Swedish law.
- 15.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").
- 15.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.
- 15.4 The place of arbitration shall be Stockholm.
- 15.5 Capacent shall at all times be entitled to commence and conduct actions before Swedish courts and other authorities in order to seek satisfaction of indisputable and matured claims or to take other enforcement actions such as applying for an order to pay.