

## **TERMS AND CONDITIONS - CORPORATE ADVISORY version 2019:1**

### **1. GENERAL**

- 1.1 These terms and conditions apply to services that Redeye AB ("Redeye") has undertaken to provide to the client ("the Client"). Redeye and the Client are hereafter jointly referred to as "the Parties".
- 1.2 These terms and conditions together with the written agreement ("the Agreement") govern the provision of services (the "Services") that the Parties have agreed.
- 1.3 In the event of any conflict between these general terms and conditions and the Agreement, the Agreement shall prevail.

### **2. AMENDMENTS**

- 2.1 Any amendments to the Agreement must be in writing and signed by both Parties to be binding.

### **3. OBLIGATIONS OF THE PARTIES**

- 3.1 Redeye shall not be held liable for the consequences of any conclusions or advice based on incorrect or defective information from the Client.
- 3.2 In order for Redeye to be able to provide the Services within the agreed time frame and to a high standard, the Client shall provide Redeye with the requisite information within a reasonable time.

### **4. REMUNERATION AND TERMS OF PAYMENT**

- 4.1 The agreed fees do not include the cost of any additional work incurred as a result of incomplete or inaccurate information provided by the Client.
- 4.2 The agreed fees are exclusive of value added tax.

- 4.3 Redeye invoices on a continuous basis, in accordance with the Agreement.
- 4.4 Invoices are payable within 30 days of the invoice date unless otherwise stated in the Agreement.
- 4.5 In the event of late payment, interest is payable in accordance with the Swedish Interest Act (1975:635).

### **5. DURATION AND TERMINATION**

- 5.1 The Agreement is valid from the day it is signed.
- 5.2 Termination of the Agreement must be in writing.
- 5.3 Each Party has the right to terminate the Agreement with immediate effect if:
  - a) The other Party materially breaches its obligations under the Agreement and such breach is not remedied within 30 days following written notice specifying the breach; or
  - b) The other Party is declared bankrupt, enters composition proceedings or otherwise becomes insolvent.
- 5.4 Redeye has the right to terminate the Agreement with immediate effect if the Client does not settle an invoice within 30 days of a payment reminder.

### **6. MEASURES AGAINST MONEY LAUNDERING AND TERRORIST FINANCING**

- 6.1 According to the Money Laundering and Terrorist Financing Prevention Act (2017:630), Redeye has an obligation to identify the Client's representative(s) and each physical person who, directly or indirectly, own more than 25% of the

Client or otherwise have a controlling influence over the Client.

In the event that Redeye requests information from the Client, the Client shall provide the information requested by Redeye without delay.

- 6.2 In the event of suspicion of money laundering or terrorist financing, Redeye has an obligation to report its suspicions to the police. Redeye cannot be held liable for any loss or damage caused to the Client as a consequence of Redeye's compliance with its statutory obligation.

## **7. DATA PROTECTION**

- 7.1 During the course of providing the Services, Redeye may need to collect, use, transmit and store information relating to an identified or identifiable natural person. Redeye processes this personal data in accordance with current legislation.

## **8. CONFIDENTIALITY**

- 8.1 Redeye and the Client agree not to disclose information relating to the Agreement or the other Party's activities to third parties, either during the contract period or thereafter. The Parties shall ensure that their employees and consultants observe the same confidentiality obligations.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 Redeye reserves ownership rights to all material produced by Redeye when performing Services. However, the Client is granted the unlimited right to use the material in the future without further compensation to Redeye.
- 9.2 The Client undertakes not to use Redeye's name or logo without Redeye's written consent.
- 9.3 After completion of Services, Redeye may, at its own expense, refer in the press and in other contexts to Redeye's provision of Services and use the

Client's logo in the usual manner in these contexts.

## **10. LIMITATION OF LIABILITY**

- 10.1 Redeye is not liable for loss or damage caused to the Client as a result of Swedish or foreign law, Swedish or foreign government action, war, strikes, blockades, boycotts, lockouts or other similar events. The reservation concerning strikes, blockades, boycotts and lockouts applies even if Redeye is the object of such industrial action or itself participates in industrial action.
- 10.2 In addition to what is stated in paragraph 10.1, Redeye's liability is limited as follows:
- Redeye is not liable for indirect loss or damage, such as loss of profit, loss of production, the cost of hiring another adviser and similar costs or losses.
  - Redeye's liability for breach of contract is, except in the event of wilful misconduct or gross negligence, limited to 300,000 kronor.
- 10.3 In the event that a third party makes a demand or claim against Redeye in connection with the Services, the Client shall indemnify and hold Redeye without blame against what Redeye may be forced to pay to the third party or against any costs incurred as a result of such a claim, including, but not limited to, Redeye's own work and costs, such as litigation and investigation costs and legal fees arising from such a demand or claim from the third party. The obligation to hold Redeye harmless shall not, however, apply in the event that the third party's demand or claim against Redeye is caused solely by or is based on Redeye's own negligence in the course of performing the Services.

## **11. DISPUTES**

- 11.1 Swedish substantive law shall apply.

11.2 Any dispute arising in connection with this Agreement shall be finally settled by arbitration administered by The Arbitration Institute of the Swedish Chamber of Commerce ("SCC"). The seat of arbitration shall be Stockholm. Rules for Expedited Arbitration shall be applied unless SCC, taking into account the severity of the claim, the amount of the claim and other circumstances, determines that Arbitration Rules shall apply. In the event of the latter, SCC shall also decide whether the arbitration panel consists of one or three arbitrators. However, the Parties are entitled to bring legal action relating to non-contentious and overdue claims to a court of law or an authority or relating to a claim whose principal amount is less than five times the price base amount according to the Social Insurance Code (2010:110) which applied when the Agreement was entered into.