

Bilaga 1 – Allmänna villkor (ENG)

1. These general terms and conditions (together with the offer and its exhibits hereinafter referred to as the “**Agreement**”) shall apply on all services and assignments (hereinafter the “**Services**”) performed to the customer indicated in the cover letter of this offer (the “**Customer**”) by B:son Corporate Consulting AB through its consultant (the “**Consultant**”), unless different terms and conditions have been agreed in writing by the parties to this Agreement. The Customer and the Consultant are hereinafter jointly referred to as the “**Parties**” and individually as a “**Party**”.
2. Unless Customer decides otherwise, the Services shall be performed in the Consultant's premises during normal office hours.
3. The Services shall be performed with due care and in a professional manner in observance of generally accepted practice in the industry in which the Services are performed. The Consultant shall, therefore, be under an obligation, at his own expense, to take the initiatives and action that may be required for the Consultant to acquire the necessary knowledge and understanding of the Services and its performance.
4. The Consultant shall also ensure that the Services are performed in accordance with the provisions set out in applicable laws and in the regulations issued by public authorities.
5. The Consultant shall be entitled to engage subcontractors to perform Services.
6. Where the Agreement contains special requirements relating to the environment, quality assurance, safety or other similar requirements, the Consultant and any subcontractors of the Consultant shall satisfy such requirements.
7. The Customer shall, at all times, within the scope of the Agreement, be entitled to request that the Services be amended, by written notice to the Consultant. As soon as the Consultant has received such application, the Consultant shall, without delay, notify Customer in writing of whether the Consultant is able to make the requested amendment.
8. Customer shall be entitled to verify that the Consultant performs its obligations with due care.
9. The Customer shall be entitled to cancel, in full or in part, the Services in respect of parts that have not yet been performed. In this connection, the Consultant shall be entitled to remuneration for work performed and for costs and outlay incurred. The Consultant shall also be entitled to remuneration for other costs the Consultant has incurred on account of Customer's cancellation.
10. Delay shall exist if the Services or part of the Services has not been completed in accordance with the time frame agreed between the Parties.
11. If the Consultant realises or anticipates that the Services, either in full or in part, will be unable to be completed on time, the Consultant shall notify Customer in writing as soon as possible. In the notice, the Consultant shall state the reason for the delay and the date on which it is anticipated that the Services or stage will be able to be completed.
12. Where the delay is due to the Customer, the Consultant shall not be held liable for the delay, and shall be entitled to receive reasonable compensation for costs arising as a direct consequence of the delay.
13. Defects of the Services shall exist if the Services or the Consultant deviates from the requirements which are specified in the Agreement.
14. Where a defect of the Services arises, the Customer shall be entitled to demand that the Consultant remedy the defect with the promptness required by the circumstances. Where the defect or deficiency is material, Customer shall be entitled to terminate the Agreement with immediate effect or, if the Services has been completed, to give notice of defects or deficiencies in the Services or part of the Services within a reasonable period of time after the defect has manifested itself.
15. The Consultant shall, to the extent possible, remedy a defect of the Services that may be attributed to the Consultant's performance as soon as circumstances require after receipt of the notice of defect.
16. For each loss, a Party's liability shall be limited to the lower of 1,000,000 SEK and the total invoiced and by the Customer paid value of the Services provided by the Consultant relating to such loss.
17. A Party's liability shall not include any indirect loss or damage, including but not limited to loss of profit, a decline in production, loss of goodwill, or other indirect loss or consequential loss.
18. The limitations of liability set forth above shall not include loss caused by gross negligence or intentional acts.
19. The Consultant shall be entitled to the remuneration specified in the Agreement, Exhibit 1.
20. Payment shall be made by the Customer against invoice, which shall be sent to the address specified by Customer. Payment terms are 30 days from date of invoice.
21. The invoice shall contain detailed information about value added tax, other taxes and duties and any other information which Customer may request from time to time. To the extent requested in writing by the Customer, the invoice may contain information concerning the work performed during the period of time to which the invoice relates, costs arising during the period and other agreed remuneration.
22. Where the Customer fails to pay the invoice in due time, the Consultant shall be entitled to demand penalty interest under the applicable law (Swedish Interest Act).

23. All specifications, tools, designs and software provided by Customer, and the intellectual property rights to these tools, designs and software, shall be and shall remain the property of Customer and may only be used by the Consultant in order to meet the obligations under this Agreement.

24. The Consultant shall be entitled to use any work/result produced pursuant to this Agreement in its continued operations without Customer's written consent.

25. To the extent the performance of the Services involves the processing of personal data (as defined in the applicable law), the Consultant's personal data shall be governed by the provisions of applicable personal data legislation if the Consultant is a natural person/sole proprietor, as well as in respect of contacts and other persons at the Consultant who are involved in the Services. Personal data relating to such persons may be published on Customer's intranet to be made available primarily to those employees of the Customer who are involved in purchasing Services. The purpose of the publication is to facilitate the performance of the Agreement and to facilitate contacts between Customer and the Consultant.

26. In performing Services, the Consultant may, as the personal data assistant, process personal data on Customer's behalf. Customer shall be the controller and liable party of personal data in respect of such processing and shall have the right of instruction at all times, i.e. the right to state the manner in which the data will be processed.

27. The access to personal data shall be limited to those individuals who need the information to enable them to perform their work tasks in relation to the Services. The Consultant shall ensure that such individuals (including employees, subconsultants and subcontractors) are subject to a duty of confidentiality and that they are informed of the manner in which they are entitled to process personal data.

28. The Customer shall be liable for personal data which is processed in connection with the performance of the Services and shall thus be obliged, in accordance with the applicable personal data legislation, to pay compensation to registered persons for any loss or violation of personal integrity which may result from the processing of personal data.

29. The Consultant shall assist the Customer in cases where a registered person requests that he or she obtain access to information which is registered about him or her or requests a correction of such information, as well as following a request from a public authority.

30. The Consultant undertakes not to, without Customer's consent, grant any third party access to confidential information which the Consultant has received from Customer or which otherwise relates to the performance of the Agreement.

31. "**Confidential information**" shall mean the Agreement and any information of a technical, commercial, financial or other nature which, by its very nature, constitutes confidential information, or which Customer specifies is of a confidential nature by labelling it as such or otherwise.

32. The Consultant shall also ensure that his employees, subconsultants and others who may have access to confidential

information at the Consultant observe an equivalent duty of confidentiality.

33. The Consultant may publish the fact that the Consultant is performing the Services for Customer.

34. Each Party shall be entitled to terminate the Agreement in writing with immediate effect if the other Party is in material breach of the Agreement and fails to remedy the breach within thirty (30) days following a written demand to do so. The previous sentence shall also apply to repeated faults and omissions which, taken together, may be regarded as material.

35. Each Party shall be entitled to terminate the Agreement, in full or in part, with immediate effect by giving written notice if the other Party has suspended his payments or if there is otherwise good reason to assume that he is insolvent and if he or, in the event of bankruptcy, his estate in bankruptcy, does not immediately, at the request of the other Party, lodge acceptable security for the performance of his obligations.

36. Where a Party is prevented from performing the Services due to a circumstance beyond his control which the Party could not reasonably have been expected to have considered when entering into the Agreement, and the consequences of which the Party could not reasonably have avoided or overcome, or where a Party's subcontractor is prevented from performing delivery due to a circumstance specified in this section, this shall exempt such Party from liquidated damages and other sanctions under the Agreement.

37. A Party that wishes to invoke a circumstance specified above shall notify the other Party of this in writing as soon as possible. The Party shall also notify the other Party in writing as soon as the circumstance ceases to prevent the performance of the Agreement.

38. Where it is stated in the Agreement that the Parties must provide a written notice, this shall mean a document which reaches the other Party by courier, registered mail, letter, fax or email.

39. The Parties shall not be entitled to assign its rights and obligations under the Agreement unless the other Party has approved such assignment in writing.

40. The Agreement shall constitute the entire agreement between the Parties, and all written and verbal undertakings and promises which preceded the Agreement shall be of no effect.

41. Amendments and additions to the Agreement shall be valid only if made in writing and shall be signed by authorised representatives of the Parties.

42. This Agreement shall be governed by Swedish law.

43. Any disputes concerning the interpretation and application of the Agreement and all legal relations in connection with the Agreement shall be settled by general Swedish courts with City Court of Stockholm as first instance.

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