



## CONSULTANCY AGREEMENT

### I. Parties

This *Consultant Agreement* (the “**Agreement**”) takes effect as of [DATE], (the “**Effective Date**”) by and between:

The “Parties”	“Supplier”	“Customer”
Company name	<b>Eklundh Communication AB</b>	
Reg. No.	<b>556462-3618</b>	
VAT No.	<b>SE556462361801</b>	
Incorporated under the laws of	<b>Sweden</b>	
Registered office	<b>Kopparbergsvägen 8 SE-722 13 Västerås Sweden</b>	

### II. Background

- A. Customer desires to purchase (and may desire to purchase in the future) consulting or other services offered by Supplier.
- B. Supplier is in the business of providing consulting or other services to third parties.

### III. Terms and conditions

#### 1. Relationship of the Parties, the Services, etc.

- 1.1 *Independent Contractor.* Supplier is an independent contractor. Neither Supplier nor its employees are, or shall be deemed for any purpose to be, employees of Customer. Customer shall not be responsible to Supplier, Supplier’s employees or any government body for any social charges or payroll taxes related to Supplier’s or Supplier’s employees’ performance of Services as below.
- 1.2 *The Services.* Supplier will offer and provide consulting, training, and other professional services (the “Services”) to Customer as described in separate written documents (“Service Order”). Each Service Order forms an integral part of this Agreement. Customer shall not unreasonable withhold acceptance of the Services and they shall be deemed accepted if Customer does not make a written complaint within three (3) weeks from delivery.
- 1.3 *Fees and Expenses.* Unless otherwise agreed in a Service Order, Supplier shall be entitled to payment for Services performed under this Agreement on a time and materials basis in accordance with Supplier’s at each time current price list (the “Service Fee”). Customer shall in addition to the Service Fee reimburse Supplier for documented reasonable communication, travel, accommodation, daily allowance or out-of-pocket expenses and travel time relating to Services provided by Supplier.
- 1.4 *Payment terms.* All Supplier’s fees and expenses shall be payable in full in the currency specified in the relevant invoice within thirty (30) days after the receipt of a duly issued invoice, without any right of set-off or deduction of any costs, including but not limited to bank charges. All payments to Supplier under this Agreement do not include, and the Customer shall be responsible for, all applicable sales, use, goods and services, value added or other taxes, levies, imposts, duties, fees, assessments or charges of whatever nature arising out of this Agreement (excluding only such income taxes for which it is Supplier’s responsibility to account for in Sweden).



1.5 *Penal interest.* If a duly agreed and invoiced fee or expense remains unpaid by Customer after a written reminder from Supplier, Supplier reserves the right to suspend further performance of Services until payment is received and to charge penal interest on arrears of 0.5% per delayed week.

## 2. Confidentiality

2.1 *Confidential Information.* The Parties acknowledge that Customer and Supplier each own valuable trade secrets, and other confidential information. Such information may include research, development, products, methods of manufacture, business plans, software code, routines, data, know-how, designs, inventions, customers, finances, and personnel data related to the business or affairs of Customer and Supplier and other tangible and intangible items. All such information owned by the Parties is defined as "Confidential Information". The foregoing notwithstanding, Confidential Information does not include any information that (i) is in the public domain through no fault of the receiving Party; (ii) was independently developed as shown by documentation; (iii) is disclosed to others without confidentiality restrictions; (iv) was already known by the receiving Party; (v) which a Party is required to disclose (a) by law, (b) according to a decision rendered by government or public body, or (c) to claim its rights during a dispute between the Parties being resolved in accordance with the dispute resolution set out in this Agreement; or (vi) the disclosing Party permits the receiving Party to disclose.

2.2 *Confidentiality Undertaking.* Each Party agrees not to disclose, at any time during or after the term of this Agreement, any Confidential Information of the other Party to any person other than those persons whose services Supplier requires and who have a need to know such information for the purpose of carrying out the terms of a Service Order. Upon termination of this Agreement or upon either Party's written request, each Party will return all Confidential Information that belongs to the other Party.

## 3. Intellectual Property Rights

3.1 *Title to Developed IPR.* Unless otherwise agreed in writing, all Services provided and all results thereof, as well as all materials in whatever form including but not limited to reports, documents, data, designs, or software programs generated or provided by Supplier during the Services and/or which result from the Services (the "Deliverables") are the property of Supplier and all title and interest therein shall vest in Supplier. Customer may request title to IPR of a specific Deliverable in the applicable Service Order.

3.2 *License to Use Developed IPR.* Supplier grants Customer a non-exclusive, worldwide, perpetual, royalty free license to use the Deliverables developed or prepared as part of the Services.

3.3 *Sub-License.* Customer may sub-license the right to use the Deliverables to any company within the same group of companies as Customer (the "Affiliates"), provided, however, that Customer obtain an agreement in writing for the benefit of Supplier wherein the Affiliate agrees to be bound by the provisions of this Agreement.

## 4. Limitation of Liability

4.1 *Indirect Damages.* Supplier shall not be liable for any special or consequential damages, or damages for loss of profits, revenue, data or data use, incurred by Customer or any third party, whether in an action in agreement or tort.

4.2 *Limitation.* In no case shall the amount recoverable by Customer in any action against Supplier exceed the sum of payments made to Supplier pursuant to this Agreement in the preceding three (3) months.



## 5. Termination

5.1 *Termination.* Either Party may terminate this Agreement without any reason by giving thirty (30) days written notice to the other Party. If any Service Order is still in effect at the moment of termination of this Agreement, the terms and conditions of this Agreement shall continue to be applicable to such Service Order for the duration of such order.

5.2 *Cancellation of a Service Order.* Customer is entitled to cancel unperformed parts of a Service Order. Compensation shall be paid in such cases to Supplier for work performed, reimbursable costs as well as costs of readjustment at an amount corresponding to thirty (30%) percent of the remaining fee which Supplier would have been entitled to if the Service Order had been completed as contemplated.

5.3 *Survival of Terms.* In addition to this sub-Section and Customer's obligations to pay for provided Services as set out above, the provisions of the Sections: 2. Confidentiality; 3. Intellectual Property Rights; 4. Limitation of Liability; and 6. Miscellaneous shall survive termination of this Agreement.

## 6. Miscellaneous

6.1 *Right to Reference.* Subject to Section 2 Confidentiality both Parties shall for marketing purposes have the right to reference the Services performed under this Agreement.

6.2 *Recruitment fee for Hiring.* If Customer hires as an employee or independent contractor, or on any other basis, any employee, contractor or agent of Supplier who has worked on any project performed for Customer by Supplier within two (2) calendar years of the date of the completion or termination of this Agreement, Customer shall pay Supplier SEK 250,000 as a fixed recruitment fee.

6.3 *Assignment.* Either Party may assign and transfer this Agreement, in whole or in part, to its wholly owned subsidiaries, its parent company, or any company owned or controlled by its parent company, provided, however, that the assignor shall remain jointly and severally responsible with the assignee for all the assignor's obligations prior to the assignment. Any other assignment or transfer by either Party requires the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

6.4 *Waiver.* Failure by either Party to assert any of its rights under this Agreement shall not be construed as a waiver thereof.

6.5 *Complete understanding, modification.* This Agreement constitutes the full and complete understanding and agreement of the Parties relating to the subject matter hereof and supersedes all prior understandings and agreements relating to such subject matter. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the Parties.

6.6 *Execution by fax or PDF.* Execution of this Agreement by either of the Parties may be evidenced by way of fax transmission or PDF file distributed by electronic means, and such faxed or distributed signature, or photocopy of such faxed or distributed signature, shall be deemed to be the original signature of such Party.

## 7. Governing law

This Agreement shall be governed by the substantive laws of Sweden.

## 8. Dispute Resolution

8.1 *First Attempt Dispute Resolution.* In the unlikely event of a dispute between the Parties arising from or relating to this Agreement, then, upon the written request of either Party, each of the Parties will promptly appoint a designated representative to endeavor to resolve such dispute. The designated representatives will be executives with sufficient authority to engage in good faith negotiations and bind the Party he or she represents. If the designated representatives are unable to resolve the dispute within fifteen (15) days from the date such representatives were appointed, then the dispute will then be escalated to representatives of each Party at least one level higher in their respective organizations than those involved in the previous round of negotiations. Except if a court determines injunctive relief is warranted upon application of one of the Parties, no formal proceedings relating to such dispute



may be commenced until the escalated representatives conclude in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely. In the event the Parties are still unable to resolve the dispute after a period of no longer than thirty (30) days of such escalated negotiations, either Party may refer the dispute to be settled by Arbitration.

8.2 *Arbitration.* Any dispute, controversy or claim arising out of or in connection with this Agreement (including Service Orders) or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered at the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute"). The place of arbitration shall be Stockholm and the arbitration shall be conducted in English language. The Rules of the Institute shall apply, and the Institute shall decide whether the tribunal shall be composed of one or three arbitrators. At the option of either Party, and if the amount in dispute does not exceed SEK 1,000,000 the Institute's Rules for Expedited Arbitrations shall apply. The amount in dispute includes the claimant's claims in the Request for Arbitration and any counterclaims in the respondent's reply to the Request for Arbitration.

18.3 *Court.* The Parties are entitled to resort to courts and public authorities in Sweden and abroad to obtain injunctive relief or seizure orders in case of breach of intellectual property rights or confidentiality obligations hereunder. Supplier is also entitled to resort to courts and public authorities in Sweden and abroad to make claims for payment for uncontested invoices.

\* \* \*

This Agreement has been signed by the duly authorized representatives of the Parties in two (2) identical copies, one (1) for each Party.

**Eklundh Communication AB**

**Customer**

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Signature

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Signature

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Name

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Name

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Title

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Title

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Date

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Date