1. Introduction

1.1 Randstad External Management ("REM") provides a Broker Solution for management of assignment orders, time reporting, invoicing and payment.

1.2 Broker Solution is provided in part in the form of a VMS which is provided as a Software-as-a-Service by a third-party provider. Client and third-party provider will enter into an end-user-license-agreement ("EULA") before Client is granted access to VMS. On behalf of Client REM will invite specified Suppliers to participate in Broker Solution. Broker Solution contains requisition administration, onboarding processes, time sheeting and also certify time reports regarding the work performed. REM also provides the administration of invoicing, and transfers payment for the completed Assignment to Supplier, to the extent that REM receives payment from Client. Broker Solution is continually being further developed, which is why functionality may change over time.

1.3 REM is not responsible for matching Consultant or Supplier to Assignment, for contents of Assignment Agreement or for Supplier's performance of Assignment, but offers only an administrative service. In case where Client gives REM task of conducting an initial manual selection of CV's based on, objectively, clear profile requirements from Client, such as education level and driving license, REM can assist. The selection is, however, subject to Client's obligations under this Broker Agreement.

1.4 REM also assumes no liability for Supplier's other commitments and obligations regarding Assignment or Client's payment thereof. Any disputes arising regarding Assignment are to be handled between Client and Supplier.

1.5 When concluding Broker Agreement, Client chooses whether Assignment Agreement is to be entered into as a Flow Through or Triad. The structure or arrangement chosen by Client will apply to all Assignment Agreements and throughout the period of validity of Broker Agreement.

1.6 Payment terms, in this Broker Agreement, relating to an Assignment are applicable in cases where Client has chosen Flow Through. Payment terms, in this Broker Agreement, relating to an Assignment are not applicable in cases where Client has chosen Triad and shall instead be agreed separately.

2. Definitions

2.1 Unless otherwise evident from the context, capitalized terms and abbreviations will have the meaning assigned to them below.

"**Additional Service**" is service that REM provides as part of Broker Solution for separate additional compensation. REM has the right to change the range of Additional Service unilaterally and at any point.

"**Assignments**" are the services that are to be delivered to Client by Supplier pursuant to an Assignment Agreement.

"Assignment Agreement" is an agreement which specifies the terms and conditions for Supplier's delivery of Assignment in accordance with Work Order and Assignment Confirmation (such as prices and other terms) and other obligations and rights that Client and Supplier have agreed upon for Assignment. Assignment Agreement is attached to Broker Agreement as Appendix 7. With result consulting, Assignment Agreement may for example contain a statement of work "SOW". With resource consulting, Assignment Agreement may, for example, contain requirements for certain skills the Consultant is expected to have.

"**Assignment Confirmation**" is REM's confirmation to Client regarding the Requisition made via the VMS and contains Supplier, start and end date, Assignment, Remuneration (rate in VMS) and Consultant etc.

"**Authorized Person**" is a person who is by Client designated as authorized and has the right, on behalf of Client, to represent Client under the duration of Broker Agreement in accordance with the attached authorization instructions, Appendix 6. Client is responsible for notifying REM in writing in case of change.

"**Broker Agreement**" is the Master Agreement together with its appendices and sub-appendices. Assignment Agreement is part of Broker agreement when Flow Through is applicable, but not with Triad.

"**EULA**" (End User License Agreement) is the agreement Client and third-party provider will enter into before Client is given access to VMS.

"**Broker Solution**" is all services provided by REM pursuant to Broker Terms and Conditions, including VMS and Additional Services. Assignment is not part of Broker Solution.

"Broker Solution Fee" is REMs compensation for Broker Solution stipulated in Appendix 3 and is calculated as a percentage of Clients´spend for Assignments and VMS Fee.

"**Broker Terms and Conditions**" are all terms and conditions in the Broker Agreement except Assignment Agreement.

"**Client**" is the party to Broker Agreement specified as Client in the Master Agreement.

"**Consultant**" is an individual employed by Supplier or personnel from subcontractors of Supplier who are prepared or will execute Assignment at Client.

"**Declaration of honor**" is the document in which Client has certified, among other things, that Client and its representatives are not guilty of exclusion grounds.

"**Flow Through**" is an arrangement pursuant to Broker Agreement where the Supplier and Client have agreed upon terms and conditions for Supplier's delivery of Assignment, and REM enters into

(a) Assignment Agreement with the content agreed upon between Supplier and Client for Assignment, with Client, attached to Broker Agreement as Appendix 7 and

(b) an identical Assignment Agreement with Supplier, attached to Broker Agreement between REM and Supplier as Appendix 5. REM provides a Broker Solution with regard to the Work Order. See further information in section 7.5.

"**Master Agreement**" is the signed document to Broker Agreement, referred to therein as the Master Agreement.

"**Randstad External Management**" is Randstad External Management AB (559458-8369).

"Remuneration" is Suppliers compensation for Assignment.

"**Reporting Period**" is each individual calendar week, or part of calendar week in cases where the week overlaps two calendar months, for which Supplier is to report the time spent and any additions, in accordance with section 8.1. The entire Reporting Period is to fall within the same calendar month. In the months where a calendar week extends over two different calendar months, the days of the calendar week in each individual calendar month will constitute a separate Reporting Period.[1]

"**Requisition**" is Client's specification and request of Assignment made via VMS and forwarded by REM to Supplier.

"**Sanction**" is any statute regulation, embargo or restrictive measure administered, issued or maintained by any competent/relevant sanctioning public authority with respect to trade sanction-, economic- or financial sanctions.

[1] Example: If Monday and Tuesday fall on 29 and 30 April and Wednesday through Friday of the same calendar week fall on 1, 2 and 3 May, Monday and Tuesday constitute one Reporting Period and Wednesday through Friday one Reporting Period.

"**Signature Date**" is the date Broker Agreement is signed by both Parties, as stated in Master Agreement.

"Supplier" is the legal entity who is the provider in the individual Assignment.

"**Triad**" is an arrangement pursuant to Broker Agreement which entails that before the Signature Date Supplier and Client have entered into Assignment agreement and decided to use Broker Solution with regard to this. As a result, Client and REM have imported Assignment agreement into Broker Solution and REM provides Broker Solution with respect to Assignment agreement. In this situation, Supplier and Client's assignment agreement first becomes an "Assignment Agreement" only when it is imported into Broker Solution and attached to Broker Agreement as Appendix 7 (existing agreement between Supplier and Client except invoicing and payment terms). See further information in section 7.6.

"**Users**" are the natural persons employed by or engaged by Client and authorized by Client to set up an account on, and use, the VMS on behalf of Client.

"**VMS**" is the Software-as-a-Service that Client is given access to by a third-party provider in accordance with terms and conditions stipulated in EULA. In VMS Client can, among other things, send Requisitions, select Consultants and approve time reporting. VMS fee is part of Broker Solutions Fee. Client guarantees and is responsible towards both REM and Supplier that all the data that Client uploads in the VMS is authentic and correct.

"**Work Order**" is a definition sent to Supplier from REM of the specific Assignment reflecting the details in Assignment Confirmation (Supplier, start and end date, Assignment, Remuneration (rate in VMS) and Consultant etc.).

3. User terms and conditions (EULA)

3.1 When Broker Agreement is entered into, Client will gain access to the VMS after electronically signing the EULA with the third-party provider. Terms and conditions for the use of VMS is stipulated in EULA.

4. Ordering of Assignment

4.1 Client can via VMS send a complete Requisition to REM for distribution either to all Suppliers or designated Supplier for specific Assignment. Supplier shall use VMS, without undue delay, to confirm to REM whether Supplier can and will accept Assignment in accordance with the Requisition In such case, Supplier will send a CV, the proposed remuneration for Assignment and if applicable any remuneration for additional supplements such as overtime and travel costs.

4.2 If Client wishes to place Assignment with Supplier Client through REM, creates a Requisition in VMS. Client shall specify in the Requisition what Assignment Client wishes to order (for example SOW with result consulting or requirements in terms of skills and expertise with resource consulting) and all the specific terms and conditions that will apply to Assignment, and potential data processing agreement that will apply to Assignment. Client is responsible for ensuring that the Requisition is complete and contains all the specific terms and conditions that Client intends to apply to Assignment.

4.3 REM makes no guarantees regarding availability of VMS or that VMS will be free from errors or other faults, and is not responsible for damages or loss that occurs due to errors or delays in Broker Solution. REM is not responsible for ensuring that information provided by Supplier via VMS is complete, current or accurate.

4.4 Client is responsible for all use of VMS, as well as any misuse thereof, made through Client's account. Client is required to indemnify REM and protect it from liability for third party claims and other damages arising out of Client's use of VMS in a manner contrary to the terms and conditions in Broker Agreement or REM's written instructions that may be issued (which may change over time).

5. Entering into Assignment Agreement

5.1 If Supplier confirms via VMS that it wishes to accept Assignment and Client accepts Supplier's proposed remuneration and any other terms and conditions, Assignment is confirmed and Client receives Assignment Confirmation and Supplier receives the Work Order. Assignment Confirmation and Work Order contains the specific data for Assignment (for example Consultant, start and end date, job title and remuneration). The underlying terms and conditions are already defined and agreed in Assignment Agreement, attached to Broker Agreement as Appendix 7.

5.2 On entering into Broker Agreement, Client chooses whether Triad or Flow Through is to be applied to Assignment Agreement. Depending upon which arrangement Client has chosen, Assignment Agreements are entered into either as Triad or as Flow Through. With Flow Through, Assignment Agreement automatically becomes part of Broker Agreement.

5.3 Changes to Assignment, such as modification or extension of Assignment, are to be agreed between Client and Supplier and registered in VMS and a new Assignment Confirmation and a new Work Order are distributed.

6. Import of assignment agreement in Triad

6.1 If Client and Supplier independently entered into an assignment agreement outside the framework of Broker Solution and desire REM to provide Broker Solution with respect to assignment agreement, Client and Supplier have the opportunity to import assignment agreement to Broker Solution. To import assignment agreements, Client contacts REM who assists with the import. Import of assignment agreements assumes that Client has chosen Triad as a solution. After import, assignment agreement is an Assignment Agreement and attached to Broker Agreement as Appendix 7.

6.2 An actual import requires (i) that Supplier in Assignment Agreement is approved by REM in accordance with the process that takes place prior to signing of an agreement with a Supplier regarding Broker Solution; (ii) that Supplier enters into Broker Agreement with REM.

7. Assignment and Assignment Agreement

7.1 Client confirms to REM that:

a) Assignment Agreement contains all terms and conditions that will apply with respect to Assignment, including but not limited to Supplier's performance Assignment, remuneration to be paid by Client and otherwise Supplier's and Client's respective obligations in connection with Assignment;

b) Assignment Agreement contains only provisions that govern Supplier's and Client's rights and obligations in the performance of Assignment and not the terms and conditions relating to Broker Solution or other conditions relating to REM;

c) that Assignment Agreement does not violate Broker Terms and Conditions or applicable law; and

d) to fulfil their commitments and obligations pursuant to Assignment Agreement and applicable law and agreements (for example collective bargaining agreements) that Client has directly or indirectly undertaken or is obligated to comply with, including with regard to the working environment or Sanctions.

7.2 Client is responsible for determining responsibility between itself and Supplier (and for which REM is not responsible)

a) with resource consulting, ensuring that Consultant is suitable and has the right skills and expertise to perform Assignment and to supervise Consultant;

b) with result consulting, clearly describing Assignment in SOW;

c) damage or loss arising out of Supplier's or Client's actions or omissions during Assignment;

d) the work environment;

e) errors, faults, costs, damage or loss caused by Consultant to Client or third parties within the framework of Consultant's performance of Assignment for Client;

f) ensuring that Consultant has the personal protective equipment, IT equipment and other equipment that is required for the performance of Assignment; and

g) background checks (including criminal records history) and other verifications relevant for Assignment.

7.3 REM shall not be liable for any damage or loss, either directly or indirectly, arising out of Supplier's actions or omissions with respect to Assignment, including but not limited to Supplier's delivery of Assignment, or otherwise due to Supplier's actions or omissions, other than as specified in section 7.5 or 7.6 below.

7.4 Liability for personal injury is governed by Swedish law.

7.5 Only applicable with Flow Through: REM is only responsible for the provision of Broker Solution. Client understands and agrees that REM's entering into Assignment Agreement is purely of an administrative nature and that REM has no control over nor does it assume any responsibility or liability vis-à-vis Client for Supplier's performance of Assignment, other commitments and obligations Supplier has in relation to Assignment or pursuant to Assignment Agreement, or otherwise Supplier's actions or omissions. The Parties agree, and Client accepts, that if a dispute arises regarding Assignment or Assignment Agreement or otherwise between Client and Supplier, this is required to be resolved directly between Client and Supplier without REM's involvement. This does not relieve Client of its obligations under section 21.

REM hereby grants Client the right to invoke Assignment Agreement that REM has entered into with Supplier, and that relates to Assignment, directly against Supplier, and REM undertakes to include corresponding terms and conditions in its agreement with Supplier. Client hereby agrees that Supplier has the right to invoke Assignment Agreement directly against Client, and REM undertakes to include corresponding terms and conditions in its agreement with Supplier.

If Supplier or Client opposes the terms and conditions of the previous paragraph, REM has the right (i) to transfer to Supplier all of its rights and obligations pursuant to Assignment Agreement, and/or (ii) to Client to transfer (and Client undertakes to accept) all of REM's rights and obligations regarding Assignment and otherwise under the similar Assignment Agreement REM entered into with Supplier.

7.6 Applicable only with Triad: REM is only responsible for the provision of Broker Solution. REM has no contractual relationship with Supplier regarding Supplier's commitments and obligations concerning Assignment. The Parties, therefore, agree that REM bears no responsibility whatsoever for obligations related to Assignment or for Supplier's actions or omissions. If a dispute arises regarding Assignment or otherwise between Supplier and Client, Client is to direct claims against Supplier. This does not relieve Client of its obligations pursuant to section 21.

8. Time reporting and invoicing of Assignment

8.1 Supplier is to submit reports in the VMS for each Reporting Period, time spent by Consultant on Assignment and any additions that Supplier wishes to be reimbursed for (to which receipts and other required documentation must be attached when applicable) and that have been agreed upon between Supplier and Client. Reporting must be submitted to VMS no later than 09:00 the first working day after the end of the Reporting Period. Client must certify via the VMS, as soon as possible but no later than 17:00 the second working day after the end of the Reporting Period, Supplier's reported time reporting and any additions.[2] Within this period, Supplier and Client will have had time to investigate any errors in time reporting and any additions, and Supplier will have corrected these. Client is expected to submit any questions or remarks to Supplier immediately so that certification can take place in a timely manner.

8.2 Client grants Supplier a right to delegate time reporting and registration of any expenses, in accordance with section 8.1, to the individual Consultant. The delegation is subject to Supplier's commitment under Broker Agreement.

8.3 Supplier has given REM the right on the fifth working day after each completed calendar month to prepare and send to Supplier and Client an invoice that refers to time reporting and supplements submitted by Supplier and certified by Client. Client's certification of time reporting or payment of invoice does not in itself mean that Client confirms that Assignment has been performed in accordance with Assignment Agreement.

9. Transfer of Client's payment for Assignment

9.1 Client is obligated to make payment to REM in accordance with the invoice. In accordance with its agreement with Supplier, REM transfers an amount corresponding to that invoiced to Client to Supplier deducted with the Brooker Solution Fee specified in Appendix 3.

9.2 REM is only required to transfer payment for Assignment to Supplier to the extent that REM receives payment from Client, i.e. pay-when-paid. If, before REM has made a transfer to Supplier, Client (i) complains about Assignment, or (ii) has not paid, even though the payment has expired, REM is entitled to withhold the transfer of the amount to Supplier until Client has paid. If the parties in Broker Agreement agree on a model other than pay-when-paid, Client is responsible for keeping REM free from damage for a payment of Compensation to Supplier that cannot be claimed by Supplier.

10. Additional Service

10.1 REM offers Additional Service. If Client orders Additional Service, REM will confirm to Client whether the order is accepted.

10.2 REM is to perform the Additional Service professionally.

10.3 REM has the right to change the range of Additional Service unilaterally and at any point.

[2] Example: If the reporting week falls on Monday, January 1 through Friday, 5 January, Supplier's reporting must be submitted no later than Monday, 8 January at 09:00 and Client's certification no later than Tuesday, 9 January at 17:00. If the Monday and Wednesday are "red days" [a public holiday], Supplier's report must be submitted no later than Tuesday, 9 January at 09:00 and Client certifies no later than Thursday, 11 January at 17:00.

11. Client's obligations

11.1 Client is required to comply with all applicable Swedish law and relevant collective bargaining agreements or similar, including with regard to personal data processing and the payment of relevant taxes and governmental charges. Client is responsible for keeping its own accounts and records of all transactions independently and in parallel, regardless of whether these are also registered in VMS, as well as for its accounting and payment of all taxes that can be imposed on Client in accordance with the law as a result of an Assignment. Client is aware that Client may be required to download from the VMS Client's data or information that Client needs for these purposes and that Client cannot rely on the fact that data or information will be stored in VMS and made available. If REM, due to Client, becomes liable for taxes, governmental charges or subsequent costs (including any tax surcharges) in connection with Assignment, Client is required to indemnify and reimburse REM for all such costs, damages and other financial consequences.

11.2 Client confirms that during the entire term of Broker Agreement they are acting as an independent contractor, are approved for an F-tax certificate, are registered for VAT, holds business/registration certificates, and proof of insurance (certificates of insurance coverage) including for liability insurance amounting to amounts covering Client's risk under Broker Agreement and Assignment Agreement. Client is required to provide, upon request, REM with documentation providing evidence that all requirements have been fulfilled.

11.3 Client undertakes to comply at all times with REM's business principles as described in Appendix 1 (Randstad's Business Principles). If a modification to Randstad's Business Principles is made, the changed rules are deemed to constitute part of the agreement when REM has notified Client in writing of the changes.

11.4 Client is required to immediately notify REM if any changes occur regarding VAT registration, status or number, if a company/business segment is sold, or if other important changes occur.

11.5 Client is responsible for (i) ensuring that User complies with Broker Agreement, REM instructions (which may change over time) and applicable law as well as for other actions and omissions on the part of User, and (ii) all costs necessary for Client's business operations and in connection with the performance of Assignment.

12. Personal Data

12.1 The Party is responsible for complying with applicable data protection legislation. Within the framework of Assignment, Client and/or Supplier determine the purposes and means for processing personal data and Client and Supplier are therefore independent data controllers for their processing.

12.2 Within the framework of Broker Solution, REM may in some cases processes personal data on behalf of Client. The Parties may, therefore, enter into a personal data processing agreement as part of this Broker Agreement attached hereto as Appendix 5. Personal Data Processing Agreement applies when REM processes personal data on behalf of Client.

12.3 REM's processing of personal data on its own behalf is set out in its Privacy Policy.

13. Renumeration, Broker Solution Fee, invoicing and payment including compensation for Additional Service

13.1 As remuneration for Assignment Client is obligated to make payment to REM for further payment to Supplier (section 8 and 9). When invoicing Assignments, a consolidated invoice will be sent. Clients´payment terms to REM are stipulated in Appendix 3.

13.2 Broker Solution Fee for Broker Solution calculates as a percentage fee of Clients´ spend on Assignments and VMS fee in accordance with Appendix 3. Broker Solution Fee is of Client's expense will be deducted by REM from the payment of Renumeration of Assignment to Supplier (if Broker Solution is supplier funded). Appendix 3 states whether all or parts of Broker solution are to be supplier funded.

If Broker solution is not supplier funded in its entirety and for Broker Solution Fee and compensation for Additional Services, the Client must make payment according to what appears in Appendix 3. Invoicing then takes place monthly in arrears with payment terms of thirty (30) days, unless otherwise stated in Appendix 3.

13.3 If a model other than pay-when-paid applies, invoicing takes place after the Reporting Period and attesting by Client and monthly in arrears with payment terms thirty (30) days from the invoice date, unless otherwise stated in Appendix 3.

13.4 If Client causes REM additional work, REM is entitled to reasonable compensation for such work.

13.5 If payment is not made in time, REM is entitled to interest on arrears corresponding to the reference rate plus 8 percentage in accordance with Swedish Interest Act (SFS 1975:635) along with any reminder fees/late payment charges.

13.6 REM has the right to set off and settle claims against each other that relate to Client and to settle sums withheld due to current legislation.

13.7 REM is entitled to adjust level of Broker Solution Fee and Additional Service in the event of changes in currency exchange rates, taxes, fees charged by public authorities, salary levels for employees under applicable collective agreements entered into after the date of the offer, price list, or Broker Agreement. If Broker Agreement runs for longer than one (1) year, Randstad is entitled to adjust annually.

13.8 All prices are stated in Swedish crowns (SEK) excluded VAT.

14. Suspension

14.1 REM is entitled to wholly or partially, temporarily or permanently (a) prevent Client from sending Requisitions or (b) suspend the provision of Broker Solution, if Client (i) does not meet with REM's applicable requirements, including but not limited to with respect to Client, or its owners' or key persons' honesty, creditworthiness, insurance or registration of F-tax; (ii) violates or acts in a manner contrary to the provisions of this Broker Agreement or Assignment Agreement; or (iii) uses VMS in a manner for which it was not intended; or (iv) if the certified content in the Declaration of honor has changed. This does not affect REM's right to terminate Broker Agreement.

14.2 Client is aware that Suppliers may be subject to similar measures or restrictions to those specified above, or denied the right to register in VMS, and accepts that REM will not be liable for any damage or loss arising therefrom.

14.3 In the case of an ongoing Assignment, REM aims to limit restrictions so that the ongoing Assignment can be completed, insofar as this does not entail a risk of damage, loss or increased costs for REM.

15. Confidentiality

15.1 The Parties are required to manage confidential information as follows: Confidential information means information that a Party has expressly stated will constitute confidential information as well as any other information about the Party's business operations, products/services, computer programs or program code, methods, prices, calculations, information of a business, financial, commercial and technical nature, information about personnel, Supplier, subcontractors, suppliers, clients or information that may otherwise reasonably be considered to constitute confidential information, in whatever form it is provided.

15.2 The Party undertakes to observe confidentiality and not to disclose to third parties' confidential information received from the other Party in connection with Broker Agreement, regardless of the form and media in which the information is received and regardless of whether the information is disclosed in writing, orally or otherwise unless it is necessarily required to be disclosed in order for the Party to be able to fulfil its commitments and obligations pursuant to Broker Agreement. However, the Party will always have the right to disclose confidential information, in compliance with competition law rules, to companies within the Party's respective Group, including companies in the Randstad Group, for whatever reason and without limitation. Furthermore, such companies will not be considered as third parties for the purposes of this section 15.

The Party undertakes to ensure that all employees and others to whom confidential information is disclosed as above, undertake to observe the confidentiality provisions equivalent to those specified herein.

15.3 The Party further undertakes not to use confidential information belonging to the other Party for its own benefit or for the benefit of another party in any way other than what is necessary for the performance of Broker Agreement.

15.4 The Party's commitments and obligations concerning the duty of confidentiality do not apply to "confidential information" which:

- is or has become publicly available or known without a Party violating the obligation of confidentiality;
- the Party had, at the time of disclosure, the lawful right on any basis to use or disseminate other than by having directly or indirectly having received the information at issue from the other Party;
- the Party is obligated by court order or decision, a decision of a governmental authority, or otherwise as prescribed by law to make it publicly available.

15.5 The Party's commitments and obligations concerning the confidentiality undertaking will continue to apply even after Broker Agreement otherwise ceases to be in effect.

15.6 Client is expected to manage the information that Client receives via VMS or receives from Supplier (or Consultant), in connection with Assignment, in the manner as specified in sections 15.1-15.5. which, among other things, means that Client undertakes not to use the information on its own behalf or on behalf of anyone other than what is necessary to transmit, manage or execute Assignment. Assignment Agreement will govern both Client's and Supplier's confidentiality undertakings towards each other.

16. Intellectual property and infringement VMS

16.1 Clients intellectual property rights with regards to VMS is regulated in EULA.

16.2 Potential infringement of intellectual property rights is regulated in EULA.

17. Sanctions

17.1 Client confirms that it is not owned or controlled by any party which is, and neither Client nor any of its subsidiaries are, nor any directors, officers or employees of it or of any of its subsidiaries are, a party targeted by Sanctions.

17.2 Client confirms that no party which owns or controls it and none of Client nor any of its subsidiaries, directors, officers or employees of it are or have ever been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions.

17.3 Client shall take reasonable measures to ensure that Client and its subsidiaries comply with Sanctions and shall not engage in activities that would cause REM to violate Sanctions.

17.4 Client shall ensure that it shall not provide funds to REM that derive from business or transactions with a party targeted by Sanctions, or from any action which is in breach of any Sanctions.

17.5 Sanctions means: any trade, economic or financial sanction laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any (relevant) sanctions authority ("Sanctions").

17.6 REM performs checks against international and European sanction lists through a third party supplier. REM cannot guarantee that the check is free from faults or incorrect information. REM shall therefore under no circumstances be liable for damages or compensation towards individual, Client, Supplier, subcontractor or third party on the ground that Client, Supplier, subcontractor or third party has based a decision on the result of the check which has been carried out and which contains erroneous or incorrect information.

18. Audit

18.1 Client may, at its own expense, have an audit conducted regarding Broker Solution. The scope of the audit may not include information about Assignments, REM's suppliers nor clients, or REM's internal information that is not directly related to the delivery of Broker Solution to Client. Client agrees not to conduct more than one audit per year. The auditors are required to sign REM's confidentiality agreement. Client is to notify REM in writing, with at least 15 days' prior notice, of its intention to conduct an audit. If REM does not approve the auditing firm designated by Client, REM will send a written declaration within five (5) days after Client's notification of the audit report has been received. In such a case, based on what has been agreed, Client will choose another auditing firm. Client makes assurances that the audit in question will not interfere with REM's business operations. Client undertakes to send a copy of the auditor's report to REM (without charge).

19. Notice of termination of Assignment Agreement

19.1 Client's termination of Assignment Agreement is to take place in accordance with Assignment Agreement and in writing to Supplier, with a copy to REM, and be registered in VMS. Upon termination in accordance with this section 19.1, Client is required to make payment to REM with respect to completed Assignment.

20. Contractual term and termination of Broker Agreement

20.1 Either Party is entitled to give notice of termination of Broker Agreement for immediate termination by giving written notice to the other Party if:

a) in any material respect the other Party violates Broker Agreement and has not taken corrective measures within thirty (30) days of a written demand; or

b) the other Party is declared bankrupt, enters into negotiations for composition with creditors, goes into liquidation or is otherwise likely to be insolvent, or if the other party is subject to a trading injunction ban and the party does not immediately upon request provide adequate security for its commitments and obligations.

20.2 Client's material breach of Assignment Agreement will also be deemed to constitute a material breach of Broker Agreement, even with Triad. With Flow Through, a material breach of Assignment Agreement caused by Supplier's actions or omissions will only be deemed to constitute a material breach of Assignment Agreement and not of Broker Terms and Conditions.

20.3 If during the previous twelve (12) months Client have not had an ongoing Assignment, REM has the right to terminate Broker Agreement by giving ten (10) days' written notice.

20.4 With Flow Through, REM has the right to terminate Assignment Agreement with immediate effect and without liability if the corresponding Assignment Agreement that REM has entered into with Supplier is terminated or ceases to be in effect in any other way.

20.5 If Broker Agreement ceases to be in effect, for whatever reason, Client is required to pay REM for Assignment so far performed and for Broker Solution.

20.6 Client's possibility to download its data is regulated in the EULA.

20.7 The following terms and conditions will survive the termination of Broker Agreement: 4.3, 4.4, 7.3, 7.5, 7.6, 12, 15, 16, 21, 22 and 25.

21. Submission of complaints and claims

21.1 Any faults, errors, deficiencies or other breach of contract attributable to REM's responsibilities pursuant to Broker Terms and Conditions must be reported by Client promptly in writing to REM, but in any case, no later than seven (7) days after Client has detected or should have detected the fault, error, deficiency or breach of contract. Any faults, errors, deficiencies or other breach of contract attributable to Assignment or Assignment Agreement must be reported to Supplier, with a copy to REM, no later than seven (7) days after the end of the Reporting Period during which the fault, error, deficiency or other breach of contract first arose or occurred. A submission of complaint must contain a clear indication of the nature and extent of the fault, error, deficiency or breach of contract.

21.2 Client's right to compensation for damages, a price reduction or other claims is forfeited if Client does not submit a complaint within the specified time period and in the specified manner.

21.3 Following a complaint, REM is to be given the opportunity to remedy the fault, error, deficiency or other breach of contract against which the complaint has been made within a reasonable time, before Client makes a claim for compensation for damages or a price reduction. A reasonable period of time will be assessed having regard to the nature and extent of the fault, error, deficiency or breach of contract.

21.4 Claims for compensation for damages or a price deduction vis-à-vis REM must, in order to be entitled to remuneration, always be preceded by a complaint in accordance with section 21.1 above and will, without unreasonable delay, be made by Client in writing, but no later than three (3) months from the time Client should last have complained in accordance with section 20.1 above. REM has the right to credit itself with the value that has accrued to Client.

22. Liability

22.1 REM's liability is limited to direct damage caused by negligence up to an amount of one (1) price base amount according to the Swedish Social Insurance Code (SFS 2010:110) per calendar year, but a maximum of three (3) price base amounts in total during Broker Agreement.

22.2 In no event will REM be liable for any indirect damage or loss, for example, such as loss of profit, loss or other consequential damage, including any liability Client may have vis-à-vis Supplier or other third parties, nor for loss of data or information, unless otherwise expressly stated in this Appendix 4 (General Terms and Conditions, REM) or according to mandatory requirements of the law.

22.3 REM assumes no liability for any damage or loss arising from or in connection with Assignment or Assignment Agreement. To the extent that REM receives compensation from Supplier for damage or loss caused by Supplier to Client arising from or in connection with Assignment or Assignment Agreement, REM undertakes to transfer such compensation to Client after deduction of any fees, costs, damages or losses for which REM is entitled to be compensated for in accordance with this Appendix 4 (General Terms and Conditions, REM). If, notwithstanding this section 22.3, REM is held liable by a court or arbitral tribunal for damage or loss arising in connection with or by reason of Assignment or Assignment Agreement, REM's liability will be limited to direct damage caused by the negligence and to a maximum of one (1) price base amount according to the Swedish Social Insurance Code (SFS 2010: 110) pursuant to Agreement.

22.4 In relation to REM, Client is responsible for errors, costs, damage, or loss caused by Consultant to Client or third parties within the framework of Consultant's performance of Assignment for Client. Liability in relation to Supplier will be governed in Assignment Agreement.

22.5 Client is required to indemnify and protect REM from liability for all costs, losses, claims, and damages arising out of Client's breach of Agreement, Assignment Agreement or applicable law or otherwise due to Client's actions or omissions, including but not limited to loss of revenue in the event of a breach of Assignment Agreement.

23. Grounds for release of obligations

23.1 REM may suspend or postpone the provision of Broker Solution due to events occurring which REM could not reasonably have foreseen and which prevent or make it unreasonably expensive to provide Broker Solution, and has no liability for any damage that may be caused by such suspension or postponement. REM is not responsible for damage or delay due to such events, or Swedish or foreign legal enactment or government decision, government intervention, acts of violence or risk of violence, natural events such as lightning strikes, sudden events causing damage, fires, lack or failure of the energy supply or telecommunications/data connection, data breach, hacker attacks or similar, epidemics, pandemics, labor conflicts or other unforeseeable circumstances. REM is also not responsible for the suspension or postponement of the provision of Broker Solution or for damage or delay due to the circumstances stated here affecting its subcontractors. The reservation concerning labor disputes applies even if REM is itself subject to or takes such industrial action measures.

23.2 As soon as possible after the event or situation according to item 23.1 is deemed to exist, REM is required to notify Client. If the provision of a substantial part of Broker Solution remains postponed after one (1) month, Broker Agreement will cease to be in effect unless the Parties agree otherwise. If the delivery of the Additional Service remains postponed after one (1) month, the Additional Service will cease unless the Parties agree otherwise. If the Additional Service or Broker Agreement ceases to be in effect, REM is entitled to compensation for work performed to date and for costs.

24. Miscellaneous other provisions

24.1 Independent parties. Nothing contained in Broker Agreement is intended to, nor may be deemed to, establish a joint venture between any of the Parties, constitute any form of agency agreement between the Parties nor authorised any of the Parties to perform obligations for or on behalf of the other Party, unless expressly otherwise stated in this Appendix 4 (General Terms and Conditions, REM). The Parties confirm that they are acting on their own behalf and not on behalf of others. Furthermore, nothing in Broker Agreement is to be deemed to establish a relationship between the Consultant and REM as an employer and employee.

24.2 Amendments and additions. In order to be valid, any amendments or additions to this Broker Agreement must be made in writing and signed by both Parties.

24.3 Marketing and other information provided. All information in REM's marketing or otherwise provided information about Broker Solution such as price, performance, pictures or image materials, advertisements, contract terms and conditions, warranties and more is approximate and binding on REM only if an explicit reference has been made to these in the Broker Terms and Conditions.

24.4 Invalidity. If any part of Broker Agreement is found to be invalid, unlawful or unenforceable, this will not affect the validity of the other provisions of Broker Agreement which will continue to apply as amended. Any terms and conditions that are found to be invalid, inadmissible, or unenforceable will, to the extent possible, be adjusted so that they become valid, permissible or enforceable and thereby interpreted to the greatest extent possible in accordance with the Parties' intentions with Broker Agreement.

24.5 Transfer or assignment. A Party may not transfer nor assign the entire all or part of Broker Agreement or any part of it to any third party without the other Party's written consent. REM is entitled, irrespective of the preceding sentence, to transfer, without needing Client's consent, all or part of Broker Agreement (i) to another company within REM's Group of companies, (ii) to third parties outside of REM's Group of companies in connection with a restructuring of REM's Group of companies for reasons other than insolvency, (iii) to third parties in connection with the transfer of a substantial part of REM's business operations, or (iv) in accordance with section 7.5. In the event that REM transfers Broker Agreement to another company, REM must first have ensured that the acquiring company is well acquainted with the contents of the agreement and the processes and procedures developed between REM and Client. REM is given the right to transfer to others overdue remuneration pursuant to Broker Agreement and other claims for compensation that REM has vis-à-vis Client.

24.6 Notifications. All notifications under this Broker Agreement may be made by courier, registered post or e-mail to the addresses agreed upon by the Parties to Master Agreement. Notice will be deemed to have been received by the recipient: (i) if delivered by courier: at the time of delivery; (ii) if sent by registered post: two days after posting; and (iii) if sent by e-mail: at the time of dispatch if receipt is duly acknowledged. Any change of address is to be communicated to the Party in the manner prescribed in this provision.

24.7 Reference Client. REM is entitled to refer to Client as a user of Broker Solution and thereby use Client's name, trademarks and logos on its website, in marketing materials, client lists and presentations, press releases, in writing, in moving images, audio or verbally. Client may withdraw this consent by providing one (1) months' notice.

24.8 Brand/trademarks. All logos and trademarks belonging to REM will always be deemed to constitute the individual property of REM and/or its Group companies (where applicable) and such logos and trademarks may not be used (whether for advertising, exhibitions or for any other purpose) by Client or Client's Group companies.

24.9 Declaration of honor. In connection with signing this Broker Agreement, Client has submitted a Declaration of honor. Client is required to immediately notify REM if any changes occur, under the duration of the agreement, regarding the declared content in the Declaration of honor.

25. Governing law and resolution of dispute

25.1 Any dispute arising from this Broker Agreement is to be, with the following exception, settled with finality by means of arbitration administered by Arbitration Institute of the Stockholm Chamber of Commerce (SSC).

25.2 The Rules for Simplified Arbitration are to be applied if the amount in dispute is less than SEK 2 million (two million Swedish kronor), and if the amount in dispute is SEK 2 million (two million Swedish kronor) or more the general SSC Arbitration Rules are to be applied and Arbitration Tribunal will consist of three arbitrators. The amount in dispute includes the claims in the Request for Arbitration and notice of proceedings, plus any counterclaims made in the response to Request for Arbitration and notice of proceedings.

25.3 The arbitration proceedings are to take place in Stockholm. The language of the proceedings is to be Swedish. Swedish law will be the governing law of Broker Agreement, without application of its conflict of laws/choice of law rules.

25.4 However, REM always has the right to bring claims before a public court in respect of an undisputed overdue claim.