

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 third-party provider. Supplier and third-party provider will enter into an agreement regulating the use of VMS ("VMS-agreement") before Supplier 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, nor for Client fulfilling its commitments and obligations concerning Assignment, but offers only an administrative service.
- 1.4 REM also assumes no liability for Supplier's performance of Assignment or Client's payment thereof. Any disputes arising regarding Assignment are to be handled between Client and Supplier.
- 1.5 Payment terms, in Broker Agreement, relating to an Assignment are applicable in cases where Client has chosen Flow Through. Payment terms, in Broker Agreement, relating to an Assignment are not applicable in cases where Client has chosen Triad, which must instead be agreed separately.

2. Definitions

- 2.1 Unless the context clearly indicates otherwise, 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 (other than Broker Solution Fee). 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 Assignment Agreement.

"Assignment Agreement" is an agreement which specifies terms and conditions for Supplier's delivery of Assignment in accordance with Work Order and Assignment Confirmation (such as Remuneration 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 5. 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 Consultant is expected to have.

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

"Broker Agreement" is Master Agreement together with its appendices and sub-appendices. Assignment Agreement is part of Broker agreement when Flow Through is applicable.

"Broker Solution" is all services provided by REM pursuant to the Broker Terms and Conditions, including the 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 Remuneration of Assignment and VMS fee.

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

"Client" is the legal entity who is the purchaser of Assignment.

"Consultant" is an individual employed by Supplier (or personnel from subcontractors of Supplier) who are prepared or will perform Assignment.

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

"Flow Through" is an arrangement under Broker Agreement where Client and Supplier have agreed on terms and conditions for Supplier's delivery of Assignment, and REM

(a) enters into Assignment Agreement with the content that Client and Supplier have agreed for Assignment, with Supplier (attached to Broker Agreement as Appendix 5) and

(b) an identical assignment agreement with Client, attached to Broker Agreement between REM and Client as Appendix 7 to their Broker Agreement. REM provides a Broker Solution with regard to Assignment Agreement. See further information in section 7.6.

"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.

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

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

"Triad" is an arrangement pursuant to Broker Agreement which entails that before the Signature Date Client and Supplier have entered into Assignment agreement and have decided to use Broker Solution with regard to this. As a result, Supplier and REM have imported Assignment agreement into Broker Solution and REM provides Broker Solution with respect to Assignment agreement. In this situation, Client and Supplier's assignment agreement first becomes an "Assignment Agreement" only when it is imported into Broker Solution and attached to Broker Agreement as Appendix 5 (existing agreement between Supplier and Client except invoicing and payment terms). See further information in section 7.7.

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

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.

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

"VMS-agreement" is the agreement that Supplier and third-party provider will enter into and which regulates the use of VMS between these parties before Supplier is given access to VMS.

"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

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

4. Ordering of Assignments

4.1 Client can via VMS send a complete Request to REM for distribution either to all Suppliers or designated Suppliers for specific Assignment. If Supplier receives a Request, Supplier is to confirm to REM, via VMS, without undue delay, whether Supplier can and wishes to provide Assignment in accordance with the Request, and 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 order Assignments from Supplier, Client, or 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 that will 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 Client via VMS is complete, current or accurate.

4.4 Supplier is responsible for all use of VMS, as well as any misuse thereof, made through Supplier's account. Supplier is required to indemnify REM and protect it from liability for third party claims and other damages arising out of Supplier'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 the 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 5.

5.2 For each individual Client, either Triad only or Flow Through only applies. Depending on which Client Supplier will deliver Assignments to, Assignment Agreement is 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 Supplier and Client 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. Any actual import requires that Client and Supplier confirm in writing that REM shall provide Broker solution with respect to specific assignment agreement. After import, assignment agreement is an Assignment Agreement and attached to Broker Agreement as Appendix 5.

7. Assignment and Assignment Agreement

7.1 Supplier 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 of Assignment, remuneration to be paid by Client and otherwise Client and Supplier's respective obligations in connection with Assignment;
- b) Assignment Agreement contains only provisions that govern Client's and Supplier's rights and obligations in performance of Assignment and not the terms and conditions relating to Broker Solution or other terms and conditions relating to REM;
- c) that Assignment Agreement does not violate Broker Terms and Conditions or applicable law; and
- d) to fulfil its obligations and commitments made pursuant to Assignment Agreement and applicable law and agreements (e.g. collective bargaining agreements) that Supplier has directly or indirectly undertaken or is required to comply with, including with regard to the working environment or Sanctions.

7.2 Supplier is responsible for determining responsibility between itself and Client (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 the Consultant;
- b) with results consulting, clearly describing Assignment in SOW;
- c) damage or loss arising out of Client's or Supplier'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 framework of Consultant's performance of Assignment for Client;
- f) ensuring that the Consultant has personal protective equipment, IT equipment and other equipment that is required for performance of Assignment; and
- g) background checks (including criminal records history) and other verifications relevant for Assignment.

7.3 Supplier guarantees that Consultant has a work or business permit and otherwise is in compliance with the applicable law at all times with respect to Assignment.

7.4 REM shall not be liable for any damage or loss, either directly or indirectly, arising out of Client's actions or omissions with respect to Assignment, including but not limited to Client's non-payment for Assignment, or otherwise due to Client's actions or omissions, other than as specified in sections 7.6 or 7.7 below.

7.5 Liability for personal injury is governed by Swedish law.

- 7.6 Only applicable with Flow Through: REM is only responsible for the provision of Broker Solution. Supplier understands and accepts 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 Supplier for Client's payment for Assignment, other commitments and obligations Client has in relation to Assignment or pursuant to Assignment Agreement, or otherwise Client's actions or omissions. The Parties agree, and Supplier accepts, that if a dispute arises regarding Assignment or Assignment Agreement or otherwise between Supplier and Client, this is to be resolved directly between Supplier and Client without REM's involvement. This does not relieve Supplier of its obligations pursuant in section 20.
- REM hereby grants Supplier the right to invoke Assignment Agreement that REM has entered into with Client, and that relates to Assignment, directly against Client, and REM undertakes to include corresponding terms and conditions in its agreement with Client. Supplier hereby agrees that Client has the right to invoke Assignment Agreement directly against Supplier.
- If Client or Supplier opposes the terms and conditions of previous paragraph, REM has the right (i) to transfer to Client all of its rights and obligations pursuant to Assignment Agreement, and/or (ii) to transfer to Supplier (and Supplier undertakes to accept) all of REM's rights and obligations regarding Assignment and otherwise pursuant to the similar Assignment Agreement REM entered into with Client.
- 7.7 Applicable only with Triad: REM is only responsible for the provision of Broker Solution. REM has no contractual relationship with Client regarding Client's obligations regarding Assignment. The Parties, therefore, agree that REM bears no responsibility whatsoever for obligations related to Assignment or for Client's actions or omissions. If a dispute arises regarding Assignment or otherwise between Client and Supplier, Supplier is to direct any claims against Client. This does not relieve Supplier of its obligations pursuant in section 20.
- 8. Time reporting and invoicing of Assignment**
- 8.1 Supplier is to submit reports in VMS for each Reporting Period, the 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 Client and Supplier. 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 VMS, as soon as possible but no later than 17:00 the second working day after the end of Reporting Period, Supplier's reported time reporting and any additions.² Within this period, Client and Supplier will have had time to investigate any errors in time reporting and any additions, and Supplier will have corrected these. Supplier is to answer Client's questions about this immediately so that the certification/attestation can take place in a timely manner.
- 8.2 Supplier has the right to delegate time reporting and registration of expenses, in accordance with section 8.1, to the individual Consultant. The delegation is at all time subject to Supplier's commitment under Broker Agreement.
- 8.3 Supplier grants REM the right on the fifth working day after each completed calendar month to draw up and send to Client and Supplier an invoice relating to Supplier's entered and approved time reporting and additions. Supplier accepts that 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 Within five (5) days from when REM receiving payment from Client, REM shall transfer remuneration corresponding to that invoiced by Client for Supplier's execution of Assignment deducted with Broker Solution Fee specified in Appendix 3.
- 9.2 Supplier is to ensure that the bank which operates the bank account Supplier specified for deposits accepts the currency specified in Assignment Agreement.
- 9.3 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 prior to REM making a transfer to Supplier, Client (i) complains about Assignment, or (ii) has not made payment despite payment having matured in accordance with the payment terms agreed to between REM and Client, REM is entitled to withhold the transfer of the amount until Client has paid.
- 9.4 If REM has already transferred payment to Supplier and (i) Client complains about Assignment, (ii) Client fails to make payment in accordance with the payment terms agreed upon between Client and REM, or (iii) REM for any reason is forced to refund the payment to Client (e.g. because the payment is impermissible/unlawful due to Client's bankruptcy) or (iv) when a model other than pay-when-paid is applied, REM is entitled to reclaim from Supplier the remuneration REM has already transferred to Supplier. Supplier is required to promptly, but no later than within five (5) working days, return transferred remuneration to REM or otherwise indemnify REM.
- 9.5 REM's withholding or recovery of payment will neither affect the remuneration of Broker Fee nor entitle Supplier to delay interest.
- 10. Supplier's obligations**
- 10.1 Supplier is required to comply with applicable Swedish law and relevant collective bargaining agreements or similar, including with regard to personal data processing and payment of relevant taxes and governmental charges. Supplier 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 and social insurance contributions that may be imposed on Supplier in accordance with the law as a result of Assignments. Supplier is aware that Supplier is required to download from VMS Supplier's data or information that Supplier needs for these purposes and that Supplier cannot rely on the fact that data or information will be stored in VMS and made available. If REM is held liable for taxes, governmental charges or subsequent costs (including any tax surcharges) in connection with Assignment and/or salaries, social insurance contributions, insurance fees, additional salaries for overtime work and/or annual leave or sick pay and other similar amounts, Supplier is required to indemnify and reimburse REM for all such costs, damages and other financial consequences.
- 10.2 Supplier confirms that during the entire term of the Agreement they are acting as an independent contractor, is approved for an F-tax certificate or holds a decision from the Swedish Tax Agency regarding exemption from Swedish F-tax, is registered for VAT, plus holds business/registration certificates, and proof of insurance (certificates of insurance coverage) including for liability insurance amounting to amounts covering Supplier's 's risk under Broker Agreement and Assignment Agreement. Supplier is required to provide, upon request, REM with documentation providing evidence that all requirements have been fulfilled.

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.

- 10.3 REM has the right to withhold payment for Assignment until Supplier holds valid certificates in accordance with section 10.2 above and what is otherwise necessary to deliver Assignment and conduct business operations in accordance with applicable law. If Supplier has not provided documentation showing that Supplier is approved for F-tax or holds a decision from the Swedish Tax Agency regarding exemption from Swedish F-tax, REM deducts 30% of the remuneration for Assignment (upon transfer in accordance with section 9) and sends it to the Swedish Tax Agency.
- 10.4 Supplier undertakes to comply at all times with REM's business principles as described in Appendix 1 (Randstad's Business Principles) and Appendix 2 (Randstad Global Supplier Code). If Randstad's Business Principles or Randstad Global Supplier Code are changed, the changed rules are deemed to constitute part of the agreement when REM notifies Supplier of the changes in writing.
- 10.5 Supplier is required to promptly notify REM if any changes occur regarding VAT registration, status or number, if the business is sold, or if other important changes occur.
- 10.6 Supplier is responsible for (i) ensuring that Consultant complies with Broker Agreement, Assignment Agreement and applicable law and otherwise for Consultant's actions and omissions, (ii) that User complies with Broker Agreement, REM instructions (which may change over time) and applicable law and otherwise for User's actions and omissions, and (iii) all costs necessary for Supplier's business operations and for performance of Assignment.
- 11. Personal Data**
- 11.1 The Party is responsible for complying with applicable data protection legislation. Within framework of Assignment, Supplier and/or Client determines the purposes and means for processing personal data and Client and/or Supplier are therefore independent data controllers for their processing.
- 11.2 Within the framework of Broker Solution, REM in certain cases processes data on behalf of Client but not on behalf of Supplier.
- 11.3 REM's processing of personal data for its own account on the basis of Broker Agreement is set out in Integrity Policy in force at any given time.
- 12. Remuneration, Broker Solution Fee, invoicing, payment including compensation for Additional Service**
- 12.1 As remuneration for Assignment Client will make payment to REM for further payment to Supplier (section 8 and 9). Client's payments terms to REM are stipulated in Appendix 3.
- 12.2 As compensation for Broker Solution Fee, Supplier must make payment according to what appear in section 8 and 9 and Appendix 3.
- 12.3 As compensation for Additional Service, Supplier must make payment according to what appears in Appendix 3.
- 12.4 Broker Solution's Fee and compensation for Additional Service are invoiced to Supplier by deducting Remuneration of Assignments. If deducting is not applied, invoicing will be made monthly in arrears with payments terms (30) days.
- 12.5 If another model than pay-when-paid is applied, invoicing will be made after 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.
- 12.6 If Supplier causes REM additional work, REM is entitled to reasonable compensation for such work.
- 12.7 If invoicing is made in a way other than through deducting Remuneration of Assignments and payment is not made on time, REM is entitled to interest on late payment corresponding to the reference interest plus 8 percentage points according to the Interest Act (SFS 1975:635) as well as possible reminder fees.
- 12.8 REM has the right to withhold Renumeration for completed Assignments until Supplier has paid in full according to Broker Agreement. REM is thus, for example, entitled to withhold Renumeration for completed Assignments in the event of late or non-payment of Broker Solution's Fee by Supplier, regardless of whether Broker Solution's Fee relates to the same month or the same Assignment as the withheld Renumeration relates to. REM has the right to set off and settle claims against each other that relate to Supplier and to settle sums withheld due to current legislation.
- 12.9 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.
- 12.10 All prices are stated in Swedish crowns (SEK) and excluded VAT.
- 13. Suspension**
- 13.1 REM is entitled to wholly or partially, temporarily or permanently (a) prevent Supplier from receiving Requisitions; or (b) suspend the provision of Broker Solution, if Supplier (i) does not meet REMs' applicable requirements, including but not limited to with respect to Supplier's, or its owners' or key persons' honesty, creditworthiness, insurance or registration of F-tax or holds a decision from the Swedish Tax Agency regarding exemption from Swedish 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.
- 13.2 Supplier is aware that Client may be subject to similar measures or restrictions to those set out above, or denied the right to register on VMS, and accepts that REM will not be liable for any damage or loss arising therefrom.
- 13.3 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.
- 14. Confidentiality**
- 14.1 The Parties are to manage confidential information as follows: Confidential information means any 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, Client, subcontractors, clients or information that may otherwise reasonably be considered confidential information, in whatever form it is provided.
- 14.2 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 14.
- 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.

14.3 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.

14.4 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.

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

14.6 Supplier is expected to manage the information that Supplier receives via VMS or from Client, in connection with Assignment in the manner as specified in section 14.1-14.5, which, among other things, means that Supplier undertakes not to use the information on its own behalf or on behalf of anyone other than what is necessary to receive, manage or participate in Assignment. Assignment Agreement will govern both Client's and Supplier's confidentiality undertakings towards each other.

15. Intellectual property and infringement VMS

15.1 Suppliers intellectual property rights with regards to VMS is regulated in VMS-agreement.

15.2 Potential infringement of intellectual property rights is regulated in VMS-agreement

16. Sanctions

16.1 Supplier confirms that it is not owned or controlled by any party which is, and neither Supplier 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.

16.2 Supplier confirms that no party which owns or controls it and none of Supplier 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.

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

16.4 Supplier 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.

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

16.6 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.

17. Audit

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

18. Notice of termination of Assignment Agreement

18.1 Supplier's termination of Assignment Agreement shall be in accordance with Assignment Agreement and in writing to Client, with a copy to REM, and be registered in VMS. Upon termination, in accordance with this section 18.1, Supplier is required to pay the Broker Solution Fee to REM with respect to completed Assignment.

19. Contractual term and termination of Broker Agreement

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

- 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
- 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.

19.2 Supplier'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 Client's actions or omissions will only be deemed to constitute a material breach of Assignment Agreement and not of Broker Terms and Conditions.

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

19.4 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 Client is terminated or ceases to be in effect in any other way.

19.5 If Broker Agreement ceases to be in effect, for whatever reason, Supplier is required to pay the Broker Fee to REM for Assignment so far performed and otherwise for Broker Solution.

19.6 Supplier's possibility to download its data is regulated in VMS Agreement.

19.7 The following terms and conditions will survive the termination of Broker Agreement: 4.3, 4.4, 7.4, 7.6, 7.7, 11, 14, 15, 20, 21 and 23.

20. Submission of complaints and claims

- 20.1 Any faults, errors, deficiencies or other breach of contract attributable to REM's responsibilities pursuant to Broker Terms and Conditions must be reported by Supplier promptly in writing to REM, but in any case, no later than seven (7) days after Supplier 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 Client, 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 occurred 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.
- 20.2 Supplier's right to compensation for damages, a price reduction or other claims is forfeited if Supplier does not make a complaint within the specified time and in the specified manner.
- 20.3 REM will, following a complaint or remark, be given the opportunity to remedy the fault, error, deficiency or other breach of contract against which a complaint has been made, within a reasonable time, before Supplier 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.
- 20.4 Claims for compensation for damages or a price deduction vis-à-vis REM must, in order to be entitled to compensation, always be preceded by a complaint in accordance with section 20.1 above and must be made in writing without unreasonable delay by Supplier, but no later than three (3) months from the time Supplier should last have complained in accordance with section 20.1 above. REM has the right to include the value that has been added to Supplier.

21. Liability

- 21.1 REM's liability is limited to direct any 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.
- 21.2 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 Supplier may have vis-à-vis Client 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.
- 21.3 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 Client for damage or loss caused by Client to Supplier arising from or in connection with Assignment or Assignment Agreement, REM undertakes to transfer such compensation to Supplier 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 REM, notwithstanding this section 21.3, 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 negligence and a maximum of one (1) price base amount according to the Swedish Social Insurance Code (SFS 2010:110) pursuant to Broker Agreement.
- 21.4 In relation to REM, Supplier 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 Client will be governed in Assignment Agreement.

21.5

Supplier is required to indemnify and protect REM from liability for all costs, losses, claims and damages arising out of Supplier's breach of Broker Agreement, Assignment Agreement or applicable law or otherwise due to Supplier's actions or omissions, including but not limited to loss of income in the form of the Broker Solution Fee in the event of a breach of Assignment Agreement, costs due to the fact that there is considered to be an employment relationship between Consultant and REM or claims from the Consultant, including but not limited to with respect to the right to employment or breach of statutory obligation.

22. Grounds for release of obligations

- 22.1 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 an event, 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.

22.2

As soon as possible after the event or situation according to section 22.1 is deemed to exist, REM is required to notify Supplier. 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 only 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 Remuneration for work performed to date and for costs.

23. Miscellaneous other provisions

- 23.1 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 authorize any of the Parties to execute commitments for or on behalf of the other Party, unless expressly otherwise stated in this Appendix 4 (REM, Terms and Conditions). 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.

23.2

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. Irrespective of the preceding sentence, REM has the right to unilaterally amend this Broker Agreement by providing written notice to Supplier (except for the contents of Assignment Agreement), including adjusting prices, if REM's costs increase as a result of amended legislation, changed taxes or employer social insurance contributions or other unforeseen events. REM is also entitled to adjust its prices for Additional Services by giving Supplier thirty (30) days written notice.

23.3

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 Broker Terms and Conditions.

- 23.4 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.
- 23.5 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 the needing Supplier'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 6.6. 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 Supplier. REM is given the right to transfer to others overdue remuneration due pursuant to Broker Agreement and other claims for compensation that REM has vis-à-vis Supplier.
- 23.6 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 the 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.
- 23.7 Reference Supplier. REM entitled to refer to Supplier as a user of Broker Solution and thereby use Supplier's name, trademarks and logos on its website, in marketing material, client lists and presentations, press releases, in writing, in moving images, audio or verbally. Supplier may withdraw this consent by providing one (1) months' notice.
- 23.8 Brand/trademarks. All logos and trademarks of 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 Supplier or Supplier's Group companies.
- 23.9 Declaration of honor. In connection with signing this Broker Agreement, Supplier has submitted a Declaration of honor. Supplier 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.
- 24. Governing law and resolution of dispute**
- 24.1 Any dispute arising from this Broker Agreement is to be, with the following exception, settled with finality by means of arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SSC).
- 24.2 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 the 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 the Request for Arbitration and notice of proceedings.
- 24.3 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.
- 24.4 However, REM always has the right to bring claims before a public court in respect of an undisputed overdue claim.