General Terms and Conditions

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1. INTRODUCTION

These general terms and conditions form part of an agreement (the "Agreement") between the companies designated as supplier (the "Supplier") and customer (the "Customer") in a quotation, order form, agreement or similar document referring to these general terms and conditions. The Supplier and the Customer are jointly referred to as the "Parties".

Appendices and product-specific terms may be attached to these general terms and conditions as part of the Agreement. An appendix to these general terms and conditions also contains a data processing agreement.

2. GENERAL PROVISIONS REGARDING THE SERVICES

The Agreement covers the services or products, for example payroll, point-of-sale, payment and analytics services, specified in a quotation or similar document that forms part of the Agreement (the "Services" or the "Service"). If the description consists of several documents, more recent documents shall prevail over earlier ones. The Supplier shall perform the Services in accordance with the Agreement and with reasonable skill and care.

The purpose of the Services may include sales-promotion activities, personnel administration, analysis, statistics and market processing in relation to businesses and individuals, for example to produce reports or promote bookings or sales. The Supplier may freely use statistics and other sales information for its business during and after the term of the Agreement.

Product-specific terms may apply to certain Services or products, which where applicable are set out in an appendix to the Agreement. Such product-specific terms may relate to, among other things, payment terminals, hardware and related services. In the event of any conflict between the provisions of these general terms and conditions and product-specific terms in an appendix, the terms of the appendix shall prevail.

3. THIRD-PARTY PRODUCTS

Internet connections, Third-Party Products or systems provided by third parties, such as card acquirers and providers of loyalty systems and gift cards, fall outside the Supplier's responsibility. Where the Supplier has agreed to provide a third-party service (including integrations) or product (a "Third-Party Product"), the relevant third party's contractual terms shall govern the Customer's use of that product or service. Third-Party Products include, among other things, services, content, software or the like where the intellectual property rights are not owned by the Supplier or where it is expressly stated to be a Third-Party Product. The Supplier may, within reasonable limits, assist the Customer with the Customer's claims against the provider of a Third-Party Product. The Supplier's liability to the Customer is in all cases limited in accordance with Section 15 of these general terms and conditions.

Where defects caused by or attributable to the Customer or a Third-Party Product cause the Supplier undue additional work, for example troubleshooting, support or other work of a similar nature, the Supplier reserves the right to charge the Customer reasonable compensation for such work in accordance with the applicable price list. The same applies where the Supplier assists the Customer with the Customer's claims against the provider of a Third-Party Product.

4. IMPLEMENTATION AND COMMENCEMENT OF THE SERVICES

The Supplier shall make the Services available to the Customer on the agreed start date. If no start date has been agreed, the Supplier shall make the Services available to the Customer within a reasonable period following fulfilment by the Customer of all of its obligations to enable the Supplier to deliver the Services.

Commencement and continued use of the Services require the Customer to provide all information and assistance specified in the Supplier's instructions, maintain an approved

integration with any subcontractors and partners, and enter into necessary agreements with third parties (such as acquirers and card companies) where directed by the Supplier.

The Customer is responsible for ensuring that a functioning network, internet connection and power sockets are installed at the location where the POS equipment is to be placed by no later than the day before the Supplier's scheduled installation. The Supplier reserves the right to charge the Customer reasonable compensation if the Customer fails to fulfil this obligation.

The Customer is responsible for registering any cash register with the Swedish Tax Agency (Skatteverket) in accordance with applicable law, and the Supplier assumes no responsibility for this even if the Supplier has assisted the Customer with such registration.

5. CHANGES TO THE SERVICES

The Supplier continuously develops the Services and is entitled to implement such changes without notifying or obtaining the Customer's approval. The change may require the Customer to make changes or updates to the Customer's systems, in which case Caspeco shall provide the necessary documentation.

Caspeco's POS application, which may form part of the Service, supports only the current iOS version and the immediately preceding version. The Customer is responsible for ensuring its hardware is compatible, and shall replace any hardware that cannot be updated to a supported iOS version. Caspeco does not guarantee correct functioning of the POS application on incompatible hardware, and shall give the Customer reasonable notice before changes to supported iOS versions take effect.

6. DEFECTS IN THE SERVICES

The Supplier is liable for defects in the case of negligence and shall, where practicable, remedy defects with such promptness as the circumstances require. If the defect is material, the Customer is entitled to a reasonable price reduction.

The Supplier is only responsible for the Supplier's own systems and services. The Supplier is not responsible for defects, errors or losses attributable to a third party or to a Third-Party Product. Accordingly, the Supplier is in no event liable for any defect, error or loss that, directly or indirectly, is attributable to circumstances at a third party or operator other than the Supplier.

7. AVAILABILITY AND SUPPORT

The Supplier endeavours to maintain a high level of availability of the Services. Where the Supplier reasonably considers it necessary (for example for technical, maintenance or security reasons), the Supplier is, however, entitled to take measures that may interrupt access to or limit the availability of the Services. Such measures shall, to the extent practicable, be planned and carried out so as to minimise any disruption to the Customer. The Supplier is further entitled to interrupt or limit access to the Services where it reasonably considers that the Customer, the Supplier or any third party may suffer harm, and may take such measures as it reasonably considers warranted in the circumstances. The Supplier shall, to the extent practicable, inform the Customer of such measures. The Supplier's ordinary office hours are non-public-holiday Mondays to Fridays between 09:00 and 16:30 ("Office Hours") in the country where the Service is provided to the Customer.
Outside Office Hours, an on-call service applies for operationally critical matters. The Supplier reserves the right to classify what constitutes operationally critical and, where a matter does not fall within the scope of an operationally critical matter, to refer the Customer to ordinary office hours. The Supplier also reserves the right to charge costs related to misuse of the on-call service.

An operationally critical matter is a problem or situation which directly and to a significant extent affects the business's ability to carry out its core activities or to deliver its services.

To the extent that the Parties have agreed on specific service levels regarding availability, support, response times or on-call availability, these shall be set out in a separate appendix to the Agreement (the "SLA"). In the event of any conflict between the provisions of this Section and an SLA, the terms of the SLA shall prevail.

8. LICENCE

The Customer is granted a non-exclusive right to use the Services in its own business during the term of the Agreement, to the extent set out in the Agreement and subject to the limitations specified in the Agreement. The Customer is not entitled to copy, modify, decompile or reverse-engineer software included in the Services (except to the extent mandatory law confers such a right) or to use the Services other than in accordance with the Agreement and for the purposes of the Agreement.

The Customer may not grant any rights to the Services to any other party or allow the Services to be used by persons at the Customer other than authorised users. The Customer undertakes not to modify the Services unless this has been expressly approved in writing in advance by the Supplier. The Customer undertakes to comply with the Supplier's instructions concerning the Services.

To the extent that the Services are installed or operated, in whole or in part, locally at the Customer's premises, installation or physical possession of software does not confer any ownership or other right beyond the licence set out in the Agreement. The Customer shall grant the Supplier the necessary remote access and, where applicable, access to the Customer's premises for maintenance, updates and verification that use is in accordance with the Agreement. Upon expiry or termination of the Agreement, the Customer shall uninstall and delete all locally installed software and, upon request, confirm in writing that it has done so.

9. INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

The Supplier is the owner or holder of all intellectual property rights, both current and future (including copyright and rights to software and systems) relating to the Services, and the Customer does not acquire any right to the Supplier's intellectual property rights, save for the limited licence granted under the Agreement.

The Customer is responsible for ensuring that its information and data used in connection with the Services does not infringe any third-party rights or applicable law. The Customer shall indemnify the Supplier against any loss arising from the Supplier's use of such material in accordance with the Agreement, bear the costs of the Supplier's defence against any related infringement claim, and compensate the Supplier for any sums payable under settlement or judgment. The Supplier shall have sole conduct of any settlement negotiations.

The Supplier undertakes to defend the Customer if any claim is made or action is brought against the Customer for infringement on the grounds of the use of the Service in a country covered by the Agreement. The Customer shall, without undue delay from becoming aware that a third party has asserted a claim against the Customer, notify the Supplier of such claim.

The Supplier shall compensate the Customer for any sums payable under settlement or judgment, provided that the Supplier has been notified in writing of the claim within a reasonable time of the Customer becoming aware of it.

If infringement is finally established and the Supplier, as set out in this Section, has been afforded the opportunity to participate in the proceedings and any settlement, or if in the Supplier's own assessment such infringement is likely to exist, the Supplier shall at its own cost either: (a) secure for the Customer the right to continue using the Service; or (b) replace the infringing part of the Service with

an equivalent the use of which does not constitute infringement and which the Customer approves; or (c) modify the Service in a manner approved by the Customer so that no infringement exists; or (d) as a last resort, withdraw the Service and refund the Customer an amount corresponding to its value, less a deduction for time of use and normal depreciation.

The Supplier is not liable to the Customer for any infringement claim based on the Service having been used together with a Third-Party Product or other items not included in the Service, or on the Service having been modified or used in a manner for which it was not designed or otherwise contrary to this Agreement.

10. CUSTOMER WARRANTIES AND INDEMNIFICATION

The Customer represents and warrants that the Customer, throughout the term of the Agreement, complies and shall continue to comply with all applicable laws, regulations and frameworks relevant to the Customer's use of the Services, including but not limited to data protection legislation, privacy laws and rules relating to electronic communications.

To the extent that the Customer or its users use the Services to send electronic communications (such as email, SMS or similar messages) to individuals, or import contact lists into the Services for such purpose, the Customer represents that all recipients have provided the requisite prior consent to receive such communications from the Customer in accordance with applicable law, and that the content of the communications complies with applicable laws and regulations.

The Customer shall indemnify and keep indemnified the Supplier and its group companies, directors, employees and agents against all claims, losses, expenses, damages and costs (including reasonable legal fees) arising out of or in connection with any breach by the Customer or its users of its obligations under the Agreement or applicable law.

The Customer shall reimburse the Supplier for costs, administrative fines and damages incurred by the Supplier as a result of the Customer's or its users' failure to comply with the provisions of this Section or the Agreement in general.

11. USE OF API AND INTEGRATIONS

The Supplier may provide APIs (Application Programming Interfaces) or other technical interfaces to enable integrations between the Services and the systems of the Customer or third parties.

The Supplier is not responsible for integrations developed or provided by anyone other than the Supplier, and gives no warranty as to the functionality, security or compatibility of such integrations with the Services. Nor is the Supplier responsible for any impact on the functionality of the Services arising from the Customer's or any third party's use of APIs or technical interfaces. Responsibility for such integrations rests with the party that has developed or provided the integration, or with the Customer that uses it. To the extent that an integration constitutes or includes a Third-Party Product, the provisions of the Section on Third-Party Products also apply.

The Supplier is entitled to amend, restrict or discontinue APIs and technical interfaces. The Supplier shall, to the extent practicable, inform the Customer of material changes a reasonable time before they take effect.

Integrations delivered by the Supplier are covered by the Agreement, including the provisions on defects, support and limitation of liability.

12. FEES, PAYMENT AND RETENTION OF TITLE

Fees and remuneration for the Services, including any agreed additional services, are charged in accordance with the Supplier's price list in force from time to time, unless otherwise expressly stated in the Agreement. Where the price list is volume-based, the

Supplier is entitled, on a semi-annual basis, to revise the Customer's price based on its average volume over the most recent six (6) months ("Volume Adjustment").

The number of FTEs is based on contracted time for salaried employees and registered time for hourly or agency workers; where an hourly or agency worker has no registered time but is paid on a monthly basis, contracted time will be used instead. The number of Persons is based on the number of unique individuals included in the FTE calculation during a given month.

Where the Customer orders service assignments, consultancy or training services, the Supplier will send a cost estimate which the Customer must approve in writing (email) before commencement.

The Supplier reserves the right to invoice for adaptations and adjustments to the system ordered after completion of onboarding. "Onboarding" means the first three (3) months following initial setup and commencement. This includes, but is not limited to, adaptations of existing, or development of new, dashboards and reports, payroll runs, advanced payroll support and similar services. Invoicing is carried out in accordance with the price list in force from time to time and subject to the other payment terms of this Agreement.

Prices, fees and remuneration are stated exclusive of value added tax, which is added on invoicing in accordance with applicable law.

The Supplier is entitled to adjust, on an annual basis and in addition to any Volume Adjustment for the Customer, licence fees, transaction fees and other non-one-off fees in line with any change in Statistics Sweden's (SCB) Labour Cost Index for salaried employees, private sector, industry section J – Information and communication activities (SNI 2007) ("LCI"), or any other corresponding index.

Invoicing of licence fees takes place monthly in advance, and other fees and prices are invoiced in accordance with the Supplier's standard practice in force from time to time. Where the Customer uses the Services only during part of the year ("Seasonal Agreement"), the Supplier is entitled to adjust its invoicing accordingly, for example by invoicing the entire closed period's licence fees in advance at the end of the season. Invoices are sent by email unless otherwise agreed.

Payment terms are net ten (10) days, and in the event of late payment, interest shall accrue on the overdue amount at the statutory rate under applicable interest legislation, calculated from the due date until payment is made. In addition, compensation for written payment reminders is charged where applicable. The Supplier retains title to any goods delivered until payment has been made in full and is accordingly entitled, in such case, to repossess the goods.

The Customer shall, upon request, provide a deposit, advance payment or payment on account if the Customer's creditworthiness deteriorates or the Supplier's credit risk in relation to the Customer has otherwise increased, or is likely to increase, materially. The Supplier may at any time set off any amounts owed by the Customer to the Supplier against any amounts owed by the Supplier to the Customer, which may mean that payment of a debt may be withheld. Such claim may relate to remuneration under the Agreement, claims from acquirers of cards, invoices or other means of payment under the terms applied by such party in relation to the Supplier, or claims from a provider of a Third-Party Product. Set-off may also take place where funds have been received by one Supplier Company and a claim against the Customer is asserted by another Supplier Company.

13. CONFIDENTIAL INFORMATION

Each Party undertakes to protect confidential information received from the other Party in an adequate manner and using at least the same degree of care as it uses to protect its own confidential information. "Confidential Information" means all information and data,

save as expressly stated otherwise, including documentation relating to the Services, which may be provided by one Party to the other Party in connection with the Agreement.

A Party undertakes not to disclose or use Confidential Information other than as set out below. Confidential Information may only be disclosed to employees, consultants and partners who need access to such information in order for the Services to be provided and for a Party's obligations under the Agreement to be performed. Where Confidential Information is provided to such employee, consultant or partner, the Party providing the information shall ensure that the recipient of the information undertakes confidentiality obligations equivalent to those set out in this Agreement.

A Party's obligation to observe confidentiality as set out above shall not cover disclosure or use of Confidential Information where the Party can show: (a) that the Party was lawfully in possession of the information before it was received, without any obligation of confidentiality; (b) that the Party has subsequently obtained access to the information from a third party without any obligation of confidentiality; (c) that the information was in the public domain through no fault of that Party; or (d) that the information must be disclosed by reason of a decision of an authority or court, by operation of law, or by reason of stock exchange rules or equivalent applicable to the Party. A Party shall without undue delay notify the other Party upon becoming aware of any unauthorised use or disclosure of Confidential Information.

The confidentiality undertakings in this provision apply during the term of the Agreement and thereafter. Notwithstanding the foregoing, unless otherwise agreed, the Supplier may name the Customer as a reference in its marketing and sales materials (including website, social media, presentations and customer cases) and use the Customer's name and logo for that purpose, provided such use is professional and lawful. The Supplier may freely exchange information between the Supplier Companies. The Customer may object in writing on objective grounds, in which case the Parties shall consult on an appropriate limitation.

14. FORCE MAJEURE

A Party is relieved, other than as regards the obligation to pay, from liability for failure to perform any obligation under the Agreement if the failure is due to a circumstance (a "relieving event") which is beyond the Party's control and which prevents performance or renders performance unreasonably burdensome. As soon as the impediment ceases, the obligation shall be performed in the agreed manner. Relieving events shall include war, acts of war, action by an authority, new or amended legislation, labour-market conflict, pandemic, epidemic, government-imposed restrictions, cyber-attack and comparable circumstances.

A Party wishing to claim relief as set out above shall without undue delay notify the other Party in writing thereof. Notwithstanding the foregoing in relation to relief, each Party is entitled to terminate the Agreement with immediate effect, by written notice to the other Party, if the obligation is delayed by more than three (3) months.

15. LIMITATION OF LIABILITY

The Supplier's aggregate liability (including price reduction, contractual penalties, damages and any other form of compensation) under or in connection with the Agreement shall not exceed an amount corresponding to 25% of the aggregate remuneration the Supplier has received from the Customer during the twelve-month period immediately preceding the event giving rise to liability.

The Supplier is in no event liable for indirect or consequential loss, including loss of profit, loss of production or loss of data. The Supplier is not liable for loss of data save to the extent expressly agreed in writing and then only to the extent that the damage or loss has been caused as a direct consequence of the

Supplier's failure to protect data in accordance with such undertaking.

Information notices and contractual terms provided by the Supplier for use by the Customer with its customers do not constitute legal advice but are a service to the Customer (and a means of fulfilling the Supplier's information obligation to data subjects). The Customer is responsible for adapting and verifying their accuracy for its business.

Claims against the Supplier (including for price reduction) must be made no later than thirty (30) days after the Customer discovered, or should have discovered, the circumstances giving rise to the claim, and in any event no later than six (6) months after they arose. A price reduction further requires that the Customer has promptly notified the Supplier of the defect upon discovery.

16. PROCESSING OF PERSONAL DATA

The Supplier's processing of personal data is governed by Appendix 1 (Data Processing Agreement).

17. TERM AND TERMINATION

Unless otherwise agreed, the Agreement shall commence on the date it is entered into and continue until terminated in accordance with its terms. The initial term runs from the date the Agreement is entered into until twenty-four (24) months from the earlier of (i) the date on which the Service was made available to the Customer or (ii) six (6) months from the date the Agreement was entered into. Unless the Agreement is terminated no later than three (3) months before its expiry, it is automatically extended by twelve (12) months at a time.

18. STORAGE OF CUSTOMER DATA

Customer Data means the data or other information that the Customer or any party acting on behalf of the Customer or its users makes available to the Supplier, together with the result of the Supplier's processing of such data ("Customer Data").

Customer Data shall be stored by the Supplier during the term of the Agreement and for three (3) months after termination of the relevant Service or expiry of the Agreement, after which it will be deleted. The Supplier may, without notice, store Customer Data for a longer period or until the Customer requests its deletion.

If the Customer requests that the Supplier store Customer Data after the termination of the relevant Service or the expiry of the Agreement, the Supplier is entitled to charge the Customer in accordance with the applicable price list. The same applies if the Customer requests access to Customer Data or that Customer Data be transferred to the Customer.

During the period in which the Supplier stores Customer Data, the Agreement continues to apply in relevant respects (for example as regards limitations of liability and processing of personal data).

To the extent that the Services are operated, in whole or in part, locally at the Customer's premises, for example through locally installed software or hardware, the Customer is responsible for ensuring adequate backup of data, and the Supplier does not perform any backup of such data. The Customer is recommended to establish and regularly test routines for backup of locally stored data.

19. EARLY TERMINATION

A Party is entitled to terminate the Agreement with immediate effect if: (a) the other Party commits a material breach of the Agreement and fails to remedy that breach (where capable of remedy) within thirty (30) days of written notice from the other Party requiring remedy; or (b) the other Party becomes insolvent, enters into administration, liquidation or a voluntary arrangement with its creditors, has a receiver or administrator appointed over any of its assets, ceases its business, or may otherwise be presumed to be insolvent.

Notwithstanding the foregoing, and in addition to anything otherwise applicable under the Agreement or applicable law, late payment for the Services or unauthorised use of the Services shall constitute a material breach of the Agreement. The Supplier is further entitled to terminate the Agreement with immediate effect if, for any reason, the Supplier's right to provide the Services would cease to apply, or in the event of a change of ownership at the Customer. A payment shall be deemed late if payment has not been made within thirty (30) days of the due date and the Customer has not provided an acceptable written dispute in good faith to the Supplier.

In the event of late payment, the Supplier may, with immediate effect, interrupt or limit access to the Services and, if the Customer has not paid within fourteen (14) days of written demand, terminate the Agreement with immediate effect. The same right accrues to the other Supplier Companies regardless of whether the Customer has paid them. Interruption does not relieve the Customer of its payment obligation. Access shall be restored once the Customer has settled its debt, provided the Supplier has not elected to terminate.

20. RETURN OF MATERIAL

On expiry or termination of the Agreement, each Party shall return the other Party's property and material, and return or (if so requested) destroy Confidential Information delivered in connection with the Agreement. The Customer shall return all of the Supplier's property (including copies of software, documentation, manuals, marks and other material) and immediately cease all use of the Supplier's intellectual property rights. Handling of personal data on expiry or termination is governed separately.

21. ASSIGNMENT OF THE AGREEMENT

A Party may not assign, pledge, encumber or sell any of its rights under this Agreement, or delegate any of its obligations, without the other Party's written consent or unless such right is expressly set out in the Agreement.

Notwithstanding the foregoing, the Supplier is entitled, without the Customer's consent, to: (a) assign any receivable under the Agreement to another party; (b) assign rights or obligations under the Agreement, in whole or in part, to another company within the Supplier's group of companies; and (c) assign the Agreement, in whole or in part, in connection with a transfer of the business or assets to which the Agreement relates. In the event of an assignment under (b) or (c), the Customer shall be informed of the assignment without undue delay.

The Supplier is further entitled to engage subcontractors for the performance of its undertakings under the Agreement. The Supplier is responsible to the Customer for the subcontractor's work as if it were the Supplier's own.

22. PRIOR AGREEMENTS AND AMENDMENTS

This Agreement constitutes the entire agreement between the Parties in relation to its subject matter. Any previous agreements, discussions, undertakings, representations and understandings between the Parties are superseded by the Agreement. Amendments to the Agreement must, to be effective, be made in writing and signed by duly authorised signatories of both Parties, to the extent not otherwise set out below. Signing may take place electronically.

Notwithstanding the foregoing, the Supplier is entitled to amend or supplement these general terms and conditions during the term of the Agreement upon written notice to the Customer at least thirty (30) days before the new terms take effect. If an amendment or supplement is to the Customer's detriment, the Customer is entitled to terminate the Agreement with effect from the day before the new terms take effect.

23. NOTICES

All notices, including termination (regardless of the reason and the termination provision applied), shall be made in writing by email. Notices from the Customer shall be sent to customercontracts@caspeco.se, and notices from the Supplier shall in the first instance be sent to the person at the Customer with whom the Supplier has ongoing contact regarding the Services, and otherwise to the Customer's general email address (for example info@company.com).

24. DISPUTES AND GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Arbitration Rules of the SCC shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish, unless the Parties agree on English.

Arbitral proceedings under Section 24, all information and documentation submitted or issued in such proceedings, and all decisions and awards, shall be treated as strictly confidential and shall not be used for any purpose other than the proceedings or enforcement, nor disclosed to any third party without the prior written consent of the Party concerned or, for decisions and awards, of the disputing Parties. The Supplier may, however, disclose such information as it is required to disclose under mandatory law.