

General Terms and Conditions Manifestum AB

These apply from January 1st 2023, until further notice

§1 General

These terms govern the relationship between the Client and Manifestum AB (hereinafter referred to as MAB) and relate to purchasing company-specific solutions. The solutions can include coaching, mentoring, consulting, sales, targeting, training, translations, analysing and other supporting services to strengthen the client's commercialisation processes.

The Agreement between MAB and the Client can be either a formally approved quotation or a signed contract. Any additional terms and conditions specified by the Client shall not apply unless agreed upon in writing by both parties.

§2 Copyright

The Client is responsible for ensuring they have the necessary rights for any material submitted to MAB, which will be included in the service production on behalf of the Client. The Client shall indemnify and hold MAB harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses arising out of or in connection with any breach of this obligation.

The Client has the right of use, not an exclusive right, for any graphic design and program code included in the solution (for software, see section 5). The Client may not carry out illegal manipulations of graphic design or program codes owned by MAB or resell the right of use to third parties without MAB's written approval.

§3 Deliverables

The Client undertakes to deliver any texts, pictures, background material, or other material required for MAB to perform the services in accordance with the jointly agreed plan. Suppose the Client does not deliver the material in accordance with the jointly agreed plan. In that case, MAB may, at its discretion, either extend the delivery date or terminate the agreement without liability. MAB reserves the right to charge the Client for any work already performed and expenses incurred up to the termination date.

Materials that the Client has submitted to MAB and which the Client has explicitly requested to be returned shall be returned to the Client when the service is completed and in accordance with the Client's instructions. The Client shall pay for all costs incurred (freight fees, customs fees, packaging, etc.).

§4 Review rounds and approvals

The Client undertakes to review and provide feedback on any material submitted by MAB within three working days of receipt unless otherwise stated in the Agreement. Any delay in providing feedback may impact the delivery date and MAB's ability to meet the agreed-upon deadlines. MAB shall not be held responsible for any delay caused by the Client's failure to provide timely feedback.

§5 Software

The respective software's license terms and guarantees apply if software or databases are included in the solution. MAB has no commitments or guarantees beyond these.

If a database is used, appended, or built (such as a CRM or data collection in Excel), the Client has full ownership rights. MAB always has the right to continue using any contacts for any project so long as the modus operandi fulfils all legal requirements.

§6 Payment and billing terms

Prices and reimbursements are stated in the Agreement. All prices are quoted excluding VAT. The first invoice for each project is issued on the day of the Client's order with 30 days' payment terms. Final invoicing occurs after delivery is complete or final services are carried out unless otherwise stated in the Agreement. If the duration of the assignment exceeds four

weeks, the accrued value is invoiced monthly.

All invoices, except for the first invoice for each project, must be paid in full no later than 30 days from the invoice issue date. If payment is delayed, MAB may charge interest at a rate of 10% plus the Swedish Riksbank's reference rate at the time of the delay. MAB is also entitled to statutory reminder fees and, if applicable, collection fees. In case of late payment, MAB reserves the right to withhold further services until payment is received.

§7 Delayed delivery

If MAB cannot deliver the agreed services on time, the Client must promptly notify MAB by telephone, email or letter. MAB has the right, for reasons beyond MAB's control, to perform the service within 10 working days of receipt of the complaint by MAB. If MAB fails to meet this commitment, the Client has the right to a price reduction by a reasonable amount. The Client is not entitled to compensation other than price reduction.

§8 Damages and liabilities

MAB is liable only for direct damages caused by MAB's gross negligence or intentional acts. Compensation to the Client is not paid for indirect damage, such as loss of profits, reduced production or turnover in operations, barriers to meeting obligations to third parties or non-use of the agreement.

If MAB can show that delays or failure to deliver is due to circumstances beyond MAB's control, which could not be foreseen and whose consequences could not be avoided, a price reduction shall not be made.

MAB can never be held responsible for any delays etc, if the Client has failed in its obligations under sections 3 and 4.

For any deliveries, including advice, suggestions, input, feedback etc, MAB is only responsible for it has been given with a high level of professional competence and in good faith. The responsibility for actions taken or not taken by the Client is the sole responsibility of the Client.

§9 Non-disclosure and secrecy

MAB and its sub-contractors agree to maintain strict confidentiality of all information and data belonging to the Client that is disclosed during the performance of the services. This obligation of confidentiality shall survive the termination of this Agreement. The Client is entitled to damages if MAB or its sub-contractors fail in this confidentiality obligation. However, there must be proof of damage and proof of broken confidentiality.

If there is a separate NDA, it takes precedence over this clause.

§10 Amendments and additions

Any amendments and additions to this Agreement shall be made in writing and signed by both parties or contained in the Agreement in order to be binding.

§11 Disclaimer of Future Rights and Services

This Agreement does not create any obligation or guarantee that MAB will provide the Client with any future services or assignments. The Client acknowledges and agrees that this Agreement does not grant any rights to the Client to demand future services or assignments from MAB, nor does it create any expectation or promise of such future services or assignments. The Client understands that any future services or assignments by MAB will be subject to separate agreements and negotiations.

§12 Disputes

Any disputes arising from or in connection with this Agreement, including disputes regarding its existence, validity or termination, shall be resolved by Umeå Tingsrätt in Sweden. The court's language shall be English unless both parties agree on Swedish.