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1. Parties

- 1.1 name, reg. no., address, e-mail address (the "Company");
and
name, personal id. no./ reg. no., address, e-mail address (the "Consultant").
- 1.2 The Company and the Consultant are jointly referred to as the "Parties" and individually as a "Party".

2. Background

The Company wishes to engage the Consultant to provide services to the Company and the Parties hereby agree that such services shall be provided in accordance with the terms set forth in this agreement (the "Agreement").

3. Nature and scope of the assignment

- 3.1 The Consultant shall perform consultancy services as requested and in accordance with the instructions from the Company from time to time, according to the specification set out in Schedule 3.1 (the "Assignment").
- 3.2 The Consultant shall perform the Assignment with due care and skill in a professional manner, in accordance with this Agreement and the Company's instructions from time to time.
- 3.3 The Consultant shall document the performance of the Assignment and shall, at the request of the Company, provide the Company with a detailed report of the Assignment.
- 3.4 The Company shall provide the Consultant with necessary information and documentation necessary for the performance of the Assignment.

4. Personnel

- 4.1 The Assignment shall be performed by the Consultant through [name] (the "Personnel").
- 4.2 The Consultant may not replace the Personnel without the Company's prior written consent. The Consultant shall be responsible in relation to the Company for any and all work performed by the Personnel or by sub-contractors.

5. The relationship between the parties

- 5.1 The Consultant is an independent contractor and the Assignment shall not constitute any employment relationship or agency between the Parties.
- 5.2 The Consultant shall ensure that the Consultant has any and all equipment required for the performance of the Assignment.
- 5.3 The Consultant shall ensure that the Consultant has the insurance protection reasonably required for the performance of the Assignment. The Consultant shall present the Company with evidence of such insurance protection at the Company's request.

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6. Remuneration and invoicing

- 6.1 As remuneration for the performance of the Assignment the Consultant shall receive compensation in accordance with Schedule 6.1.
- 6.2 The Consultant shall be responsible for the payment of all taxes and social security contributions (Sw. *sociala avgifter*) arising out of this Agreement and the performance of the Assignment and the Consultant undertakes to, at all times during the term of the Agreement, hold a valid company tax certificate (Sw. *F-skattsedel*) and shall upon request provide the Company with evidence thereof.
- 6.3 All fees set out above shall be invoiced by the Consultant monthly in arrears. All invoices shall be paid by the Company no later than thirty (30) days after issue of the invoice. If the Company is late with payment, the Company must pay interest according to the Swedish Interest Act (Sw. *Räntelagen*). If the Company deems an invoice to be incorrect, the Company is entitled to withhold a sum concurrent to the sum that the Company deems to be incorrect.
- 6.4 If the Company is late in paying a correct invoice, the Consultant shall send a payment request to the Company. If the Company does not pay the requested amount within X days, the Consultant has the right to cease working for the Company until the Company makes a payment in full for the requested amount. The Consultant shall also be entitled to compensation for time spent that the Consultant has not been able to take on other work.

7. Complaints

If there are faults with the Consultants work, the Company has to send the Consultant a notice of complaint within X days from the time the Company gained knowledge of the fault. If the Company does not send a complaint within the stipulated time, the Company loses the right to point out the fault. If the Company sends the complaint within the stipulated time, the Consultant shall have a reasonable time to correct the faults.

8. Ownership of intellectual property rights

- 8.1 Full ownership and title to all inventions, patentable or not, improvements, new products, software, trademarks, pattern and trademark protection, patents and other copyrights and/or intellectual property rights or any other material (hereinafter referred to as the "Results"), developed, established or created by the Company and/or the Consultant which derives or emanates from the Consultant's work for the Company, shall vest with the Company without any right to compensation for the Consultant other than what is explicitly stated in this Agreement. Ownership to computer programmes, equipment, documentation and other materials that the Consultant had at the signing of this agreement remains with the Consultant.
- 8.2 All materials that are provided by or paid for by the Company during the Consultant's performance of the Assignment remains the property of the Company. All such materials shall be returned to the Company at the end of the Assignment.

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9. Liability

- 9.1 In case of a breach of the Agreement the Party responsible for the breach shall indemnify the other party for damage incurred.
- 9.2 The Consultants liability only includes direct damage caused by the Consultants negligence. The Consultants liability is limited to a maximum of X price base amounts (Sw. *prisbasbelopp*).

10. Previous agreements and amendments

- 10.1 This Agreement constitutes the entire agreement between the Parties on all matters to which the Agreement relates. The contents of this Agreement supersede all previous written or oral commitments and undertakings between the Parties with respect to its subject matter.
- 10.2 Any amendments to this Agreement shall be in writing and shall have no effect unless approved and signed by the Parties.

11. Term and termination

- 11.1 The term of this Agreement shall commence on the date hereof and remain in force until further notice. Either Party shall be entitled to terminate the Agreement with [] months' written notice to the other Party.
- 11.2 Notwithstanding anything to the contrary herein and without prejudice to any other remedy under this Agreement each Party shall the right to terminate this Agreement with immediate effect in the event of:
- a) the other Party's material breach of this Agreement, provided that such breach has not been remedied within ten (10) days from the breaching Party's receipt of written notice from the other Party requesting such remedy; or
 - b) the other Party entering into liquidation, becoming insolvent, being declared bankrupt or making an assignment for the benefit of its creditors.

12. Force majeure

- 12.1 A Party will not be liable for its failure to fulfil or for a delay in fulfilling its obligations where such failure is due to causes beyond its reasonable control, including but not limited to acts of war, riots, civil commotion, strikes or other concerted action of workmen, lockouts (even if initiated by the Party), acts of nature, fire, prohibition of imports or other acts of government, discontinuance of adequate means of transport or restrictions of distribution of energy, acts of terrorism, requisition, seizure, currency restrictions, interruptions in electricity supply or telecommunications including the Internet, shortage of transport, general shortage of materials or some other unusual event which prevents the fulfilment of this Agreement (a "Force Majeure Event").
- 12.2 The Party whose performance of a term or terms of this Agreement is prevented or delayed by a Force Majeure Event must notify the other Party by notice in writing of the occurrence of the Force Majeure Event as soon as possible. The Party shall also notify the other Party of the termination of the Force Majeure Event. If the fulfilment of the Agreement is essentially delayed each Party has the right to terminate the Agreement without further notice.

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13. Governing law and dispute resolution

This Agreement shall be governed by and construed in accordance with the laws of Sweden, without giving regard to its principles of conflicts of laws. Disputes between the Parties that cannot be resolved through negotiations between the Parties shall be resolved by a Swedish public court (Sw. *tingsrätt*).

This Agreement has been executed in two (2) originals, of which the Parties have taken one each.

Place

Place

Date:

Date:

Company

Consultant