

INDUSTRY RECOMMENDATIONS AND GENERAL TERMS AND CONDITIONS

*for cooperation between advertisers and agencies
Drawn up by the Association of Swedish Advertisers and
the Swedish Association of Communication Agencies (KOMM)*

These Industry Recommendations and General Terms and Conditions reflect tried-and-tested, balanced standard provisions, adapted for cooperation between clients and suppliers in the communications industry.

1. GENERAL

- 1.1 These Terms and Conditions apply when an agency (the 'Supplier') provides communication services or systems, or otherwise performs assignments for an advertiser (the 'Client'). The detailed content and scope of the Assignment is specified in an agreement between the Parties or approved quotation (the 'Agreement'). Provided that the Agreement (including an approved quotation as well) refers to these General Terms and Conditions, they will apply between the Parties.
- 1.2 In the event of any inconsistencies among the Agreement documents, the order of precedence among them is as follows: (i) the Agreement (including an approved quotation); (ii) these General Terms and Conditions; and (iii) appended price lists.
- 1.3 Should the Agreement (including an approved quotation) contain deviations from these General Terms and Conditions, the deviations must, to be valid, be explicitly stated in the Agreement, which must have been signed by the authorised signatories of the Supplier and the Client respectively, or by a named authorised representative of each party.

2. DETAILS OF THE ASSIGNMENT

- 2.1 The content and scope of the Assignment are specified in the Agreement. Should the Client, during the execution of the Assignment, wish to make changes to the Assignment, the Client will notify the Supplier in writing. The Supplier decides whether the changes are possible and within what time period they can be implemented. Should the Supplier, during implementation of the Assignment, notice that the agreed scope of the Assignment should be adjusted, the Supplier will notify the Client of proposed changes, additions and the like. In doing so, the Supplier will notify the Client of the cost of such a change or addition, whereupon the Parties will formally agree on a new fixed price for this additional work or, alternatively, arrange for the additional work to be performed on a running-account basis.
- 2.2 Where applicable, the scheduled time for the implementation of the Assignment is stated in the Agreement. Such time is only an estimate and is not to be considered as a final, set delivery date unless this is explicitly stated in the Agreement.

- 2.3. Where the purpose is to enter into indefinite or fixed-term cooperation with scope for the Client to place current orders, this must be stated in the Agreement. Each individual future order is then covered by what the Agreement states.
- 2.4 The Assignment generates a result that depends on the scope and objectives of the Assignment. 'The Result' refers to the final product to be delivered to the Client under the Agreement and may consist of, but is not limited to, strategy, concepts, ideas, mobile or fixed media (print), activations, and web and mobile solutions, collectively and separately specified (the 'Result'). The Supplier always has the right to engage subcontractors to fulfil its commitments. Should specification of subcontractors be requested, the Supplier must be able to provide this.

3. EXCLUSIVITY

- 3.1 The Client undertakes not to engage another supplier for the same Assignment for as long as the Agreement is in force. The Supplier undertakes not to deal with competing products and/or services during the cooperation without the Client's consent.

4. CONFIDENTIALITY

- 4.1 The Parties each undertake not, without the written consent of the other Party, to disclose to third parties information about the other Party's activities that may be considered a trade secret or professional secret, or otherwise use such information for any purpose other than the Party's fulfilment of its obligations under the Agreement. Information that a Party has stipulated as confidential will always be considered a trade secret or professional secret. In particular, the Client's attention is drawn to the fact that this provision applies to creative concepts under subsection 7.8 of these Terms and Conditions. The Parties are responsible for ensuring that each Party's employees, contractors or similar are correspondingly bound by the obligation of confidentiality.
- 4.2 Confidentiality does not apply to information that can be shown by a Party to have become known to the Party other than through the Agreement, or information that is generally known. Confidentiality also does not apply when a Party is obliged by law or under any other statute or official decision to disclose information.
- 4.3 The Supplier will treat all information about the Client's activities as confidential, after the cooperation has ceased as well as during it. Correspondingly, confidentiality applies to the Client's knowledge, both of the Supplier's operations and concerning other clients of the Supplier, that the Client may possibly obtain in connection with the Parties' cooperation.

5. FORMS OF COOPERATION, CLIENT'S ASSISTANCE ETC.

- 5.1 It is the Client's responsibility:
- (a) in setting up and modifying the Assignment, to specify the Assignment to the Supplier in the form of a brief containing the information that the Client deems necessary to enable delivery of the desired Result;
 - (b) continuously and in a timely manner, to provide the Supplier with such data, information and materials that enable the Assignment to be executed in accordance with the Client's wishes;
 - (c) to provide a contact person who will be available to the Supplier. The person(s) serving as liaison vis-à-vis the Supplier is (are) deemed to have the authority to make decisions on all

- matters concerning the Agreement. Where applicable, the Client will, at the Supplier's request, have a designated project group including the specified contact person comprising, for example, but not limited to, project managers, communicators and web developers;
- d) to read through contact reports or other written confirmation sent by the Supplier. Contact reports or equivalent will be valid as order confirmations unless the Client presents justified objections to the Supplier without delay;
 - (e) to adhere to the time schedule for the Client's commitments;
 - (f) to comply with the Agreement in other respects and take the necessary measures to enable the Supplier to execute the Assignment; and
 - (g) to initiate an annual evaluation of the Parties' cooperation regarding current business.

5.2 It is the Supplier's responsibility:

- (a) to carry out the Assignment in accordance with the Agreement and in a professional manner in other respects;
- (b) to draw up and send contact reports or otherwise confirm agreements with the Client in writing;
- (c) to specify the need for time, documentation and other materials to enable its fulfilment of the Assignment;
- (d) to make available to the Client a contact person and/or project manager qualified for the Assignment; and
- (e) to adhere to the time schedule for the Supplier's commitments.

5.3 Specific terms on Client's participation when Assignment comprises a digital product

5.3.1 Where applicable, the Supplier will provide services, perform Assignments and/or deliver the Result through a storage, hosting and/or publishing service or similar that is at the Client's disposal (including servers and other communications equipment, databases, hosting services and the like). Where parties other than the Supplier, or its subcontractors, provide a storage and communication platform of this kind, it is the Client's responsibility to ensure that it functions appropriately, which is a prerequisite for the Supplier's ability to execute the Assignment. It is thus the Client's duty to ensure that, for execution of the Assignment, the Supplier has access to all such technical platforms and the like, and that the Client specifies the URL, server, File Transfer Protocol (FTP) addresses and other addresses for material storage, publishing and more. The Client will also, with no prior request from the Supplier, provide the Supplier with up-to-date login particulars for such technical platforms. The Client is responsible for all costs associated with the above and for ensuring that a third party assists in such a manner as to enable the Supplier to fulfil its commitments.

5.4 During the implementation of the Assignment and upon delivery of the Result, the Client will perform acceptance tests to the extent that the Client may reasonably require, or as otherwise stated in the Agreement and the service delivered in accordance with subsection 5.3.1. The term 'delivery' in this clause covers every part of the Assignment that can be delimited and, accordingly, it comprises both the concept phase and the implementation phase. The Client will issue delivery approval. Such approval may not be delayed without reasonable cause and will be submitted no later than two (2) weeks after delivery of the Result. The Supplier has the right to consider the Assignment to be completed and the Result delivered, even if delivery approval has not been issued, if:

- (a) the Assignment meets the agreed requirements;
- (b) the Client has not submitted a justified complaint against the Assignment in writing (complaint, see section 12) if the deviation is without material importance for the Result;
- (c) the Client has used the Result; or
- (d) the reason may be attributed to a circumstance for which the Client is responsible.

- 5.5 It is the Client's responsibility, without being requested to do so by the Supplier, to carry out its own tests of the Result that may be assumed to be necessary. In doing so, the Client will examine whether the Result conforms to the agreed content.

6. RESPONSIBILITIES AND CONTENT

- 6.1 The Party providing or assigning material for the execution of the Assignment and for the Result, such as, but not limited to, text, images, photographs, sketches and more, is responsible for ensuring that the necessary permits to use such material are obtained. See, for example, the Swedish Act on Names and Pictures in Advertising (1978:800), the EU General Data Protection Regulation (2016/679, GDPR), the Swedish Act (2018:218) containing supplementary provisions to the EU GDPR, and the Swedish Act (1960:729) on Copyright in Literary and Artistic Works both in and during production, publication and the like. The Party concerned is also responsible for ensuring that such use does not infringe the rights of third parties. The Party providing material undertakes to indemnify the other Party (subject to the limitations set out in these General Terms and Conditions) in the event of third-party claims arising from such material within the framework of the Assignment and/or use of the Result.
- 6.2 The Supplier undertakes to work for, but does not guarantee, the Client's ability to use material (including editorial material, images, photographs etc.) for marketing purposes other than what is pursuant to the Assignment and/or Agreement. An agreement on and remuneration for such an extended right, negotiated jointly in consultation by the Client, Supplier and rights holder concerned, and an agreement on this matter should be entered into through determination of options pursuant to subsection 7.1.2.
- 6.3 The Client will, in writing, approve proofs, originals, test prints, design sketches (in digital production), activation plans and more. Such approval will be given without undue delay. Should such approval not be forthcoming within ten (10) days of being requested, the content will be deemed to be approved by the Client.

It is incumbent on the Supplier to inspect the above materials to avoid errors and not to order final printing or the equivalent stage in production of digital and mobile media until the Client has placed a printing or equivalent order with the Supplier. Where proofs contain spelling mistakes and obvious grammatical errors, the Supplier will not include correction of these errors in the basis for its invoicing. Such errors will be rectified free of charge to the Client.

7. RIGHT OF DISPOSAL OVER INTELLECTUAL PROPERTY

7.1 Right of disposal over Result

- 7.1.1 It is the Parties' responsibility to agree on the extent of Client's right of disposal (right of use) over the Result transferred from the Supplier to the Client under the Agreement. Options are listed below. Note also the scope for an option of future disposal rights under subsection 7.1.2.

When the Client has paid for the Assignment in full, the Client acquires a right of disposal (right of use) over the Result as set out below, for the following periods:

- 1 year
- 2 years
- 3 years

- other time:
- an unlimited period from initial publication date in the Nordic region, unless another geographical market has been agreed upon, namely:

.....
Please note that unless otherwise agreed as above — that is, if no specific choices are made according to the above list — the Client's right of disposal (right of use) applies to the Result for two (2) years from the date of initial publication in the Nordic region.

Without a special agreement, the Client has no right to assign or transfer this right of disposal to third parties.

7.1.2 In addition to the above, the Client is entitled to an option for further rights of disposal, first, in terms of time, and second, outside the Nordic region, provided that the Supplier's subcontractors agree to the same. This option will be confirmed with the subcontractors by the Supplier right from the introductory phase of the cooperation. Should the Client wish to exercise this option, the Client will notify the Supplier in writing. The terms of such an option are in accordance with the original Agreement and General Terms and Conditions, and with the wording in force at the time. The price of the option should be determined in the basic agreement. Should this not have been done, the Supplier will submit a new quotation for the option, with pricing based on the price of the original Assignment and the Result covered by the option.

7.2 Media changes

7.2.1 The right of disposal applies to the media specified in the Agreement. Should the Result be used in more or different media than stated in the original Assignment, reasonable extra compensation will be paid to the Supplier and, where applicable, to subcontractors.

7.3 Intact condition

7.3.1 The Client's right of disposal applies only to the Result in intact condition, not to individual units in the Result, unless otherwise stated in the Agreement or otherwise agreed in writing. However, notwithstanding the basic rule of intact condition, the Client has the right to make minor modifications involving simple updating, such as price adjustments, corrections to contact and address details and change of logo in material ordered. For digital products, as a general rule, all changes will be made by the Supplier; however, see subsection 7.7.4 below.

7.4 Publication on Party's own website

7.4.1 Publication of the Result on a Party's own website or equivalent will always be permitted within the agreed duration of the right of disposal (see subsection 7.1.1), unless otherwise specified in the Agreement. The Supplier has an obligation to safeguard a corresponding right with any subcontractors involved.

7.5 Packaging, logos and graphic manuals

7.5.1 The Client acquires an unlimited right of disposal over the Result in the form of packaging, logos and associated design programs, graphic manuals etc., unless otherwise agreed. This means that the Client has the right to intervene in the material, that is, to make additions to and changes in material delivered.

7.6 Commercials

7.6.1 Commercials (advertising films) are subject to terms and conditions pursuant to a separate agreement.

7.7 Digital communication

7.7.1 'Digital Product' means all or part of the digital product, consisting of digital information, including computer programs, code, scripts, texts, images and/or other graphic and editorial material, audio, video, links, hyperlinks, site maps, databases, applications and other mobile products, and also all other, similar digital information, that are developed, produced or compiled by the Supplier for the Client. This applies irrespective of whether the Result is a web page, part of a web page, or graphical or editorial material displayed by means of a web page.

7.7.2 The Client is aware that information added to the Digital Product may be subject to protection under copyright or other intellectual property legislation. The Client is responsible for ensuring that the Client has the right to dispose over copyrighted and otherwise protected information that the Client wishes to publish in the Digital Product.

7.7.3 To the extent that the Digital Product will use software and other applications, and also other copyrighted or otherwise protected material, this belongs to its owner and such rights are not transferred to the Client. It is the Client's responsibility to sign and maintain licensing agreements or otherwise obtain consent for the use of such protected material. To the extent that the Supplier has obtained such material, the Supplier will assist the Client in arranging the required licensing agreements or consents.

7.7.4 Regarding digital products, the Client may make editorial changes, modifications, adjustments or other alterations to the Digital Product, for example on a website or web page. No change in the layout, intervention in source code or object code and the like may be made unless the Supplier has agreed to the same in the Agreement or in writing subsequently. The Supplier assumes no responsibility for the Digital Product or for the Result when the Client has made changes to it, whether editorial or not. To remove any doubt: the Supplier has the right to transfer the program code to someone other than the Client; in other words, the Client has no exclusive right of disposal over the program code, except such code that contains graphic design or intellectual property rights belonging to the Client or, under the Agreement, accruing exclusively to the Client. The Supplier is entitled to protect its right to the program code in an appropriate manner.

7.8 Creative concepts

7.8.1 The Supplier sometimes develops differing and alternative creative concepts and presents them to the Client. The Client agrees that the right to use such material and content, provided that these do not result in a tangible Result subject to and regulated in subsection 7.1, may be used by the Client only by special extra agreement and possibly for additional remuneration. The Client undertakes to observe full confidentiality regarding such creative concepts in the event that no special agreement has been reached on this matter.

7.9 References

7.9.1 Unless otherwise explicitly stated in the Agreement, the Supplier is entitled to use the Client's company name (in full or abbreviated form) in marketing materials, articles, press releases or elsewhere, irrespective of media. However, this does not include the Client's logo or other symbol, where such consent must be obtained in advance. However, if the Supplier has created a logo or symbol on behalf of the Client, the Supplier is entitled to use such material in the manner stated in the first sentence.

The Supplier invariably has the right to use the Assignment and the Result (in whole or in part) in reference material and in advertising and publicity for the Supplier's services. This right is valid with no time restrictions and irrespective of media.

7.10 Moral rights

- 7.10.1 The moral rights component of copyright consists, first, of a right to respect (not having to see one's own work in offensive contexts) and, second, a right to give it a name. In accordance with good practice, the Supplier is entitled to place its own name discreetly in those units included in the Result that are produced by the Supplier.

8. OWNERSHIP

- 8.1 Ownership rights to physical or digital originals are distinct from the right of disposal in copyright law described in subsection 7.1. After the Assignment is completed and full payment is made, the Result, with the exception of commercials (see subsection 7.6), is the Client's property. Accordingly, this right does not include any right for the Client to use the Result publicly, or a right to make changes to the Result, unless the corresponding rights of disposal described in subsection 7.1 and 7.3 have been agreed.

9. ARCHIVING

- 9.1 It is the Supplier's responsibility to ensure that the Client's originals, both physical and digital, and reproduced materials are stored securely for a period of:
- twelve (12) months after the cessation of the Agreement in so far as it relates to an agreement for an indefinite period (see subsection 16.3).
 - three (3) months after the cessation of the Agreement in so far as it relates to fixed-term or single assignments (see subsection 16.2).

10. PRICE, PAYMENT ETC.

- 10.1 Unless the Agreement explicitly states otherwise, the Supplier invoices the Client on an ongoing monthly basis, and for time worked during the period. Fixed prices, retainer assignments or the like, if any, are also invoiced monthly.
- 10.2 Where applicable, the Supplier chooses subcontractors and will endeavour to make purchases on the most favourable terms on behalf of the Client. However, the Client has the right to decide whether a subcontractor is engaged or not.
- 10.3 The Supplier and the Client should,
- in ordering printed matter, apply the General Terms and Conditions for the Supply of Graphic Products 2020 (ALG 20) or a replacement agreement;
 - in ordering commercials (advertising films), draw up a special agreement.
- 10.4 The main principle is that no mark-ups may be charged by the Supplier. To the extent that this nevertheless occurs, mark-ups must be fully and transparently accounted for and substantiated with documentary evidence. The mark-up may be justified on the part of the Supplier when the purpose may be, for example, to cover the risk and costs of indirectly providing credit to the Client. The Client is invariably entitled to see all documentation for purchases on request.

- 10.5 Prices for the Assignment stated in the Agreement and/or the quotation, or prices otherwise communicated, are not fully binding on the Supplier but are to be considered as informed estimates based partly on the information provided by the Client to the Supplier when the quotation was drawn up. The actual and final price of the Assignment may thus differ from the estimated or approximate price. However, if the estimated or approximate price is expected to be exceeded by more than ten (10) per cent, the Supplier must notify the Client in writing of this and the reasons why. Should the Supplier not have submitted such a notice, the Supplier is not entitled to invoice a higher price than the estimated price plus an increment of ten (10) per cent.
- 10.6 Should a fixed price have been stated, it is based on the scope of the Assignment as stated in the Agreement. Should the Client wish to adjust the Assignment or if the Assignment needs to be adjusted for some other reason, the Supplier may correspondingly adjust the price to the extent that the Supplier deems necessary.
- 10.7 In connection with invoicing, the Supplier will specify the invoiced work. This may take the form of the whole or part of the Assignment performed. Here, the Supplier will specify costs of purchases on behalf of the Client and also work that has been discontinued and is not covered by the Assignment Agreement. Payments made by the Supplier to subcontractors will be substantiated by invoice copies (this does not apply to Assignments where a total amount is quoted that includes the Supplier's working hours as well as purchases).
- 10.8 Payment terms are thirty (30) days net, unless otherwise agreed. In the event of late payment, interest on arrears is payable at the current reference rate plus two (2) per cent monthly. Value-added tax is payable on all prices.

11. PERSONAL DATA

- 11.1 Each Party is responsible for ensuring that its processing of personal data is carried out in accordance with current legislation. The Supplier undertakes, in accordance with the EU General Data Protection Regulation 2016/679 ('GDPR'), the Swedish Act (2018:218) containing supplementary provisions to the EU GDPR, and the Client's instructions, to process personal data that constitute the Client's data. The Supplier is also obliged to take the agreed technical and organisational measures to protect the processed data from unauthorised access, destruction and alteration. When processing personal data under the Agreement that constitutes the Client's data, the Client is to be regarded as the data controller, and the Supplier and subcontractor as data processors. For these purposes, a Data Processor Agreement will be drawn up. Accordingly, the Client always has the right to issue instructions regarding personal data. This right includes entitlement to specify how the personal data are to be processed. The Client's instructions regarding the processing of personal data will be given to the Supplier in writing.
- 11.2 For certain assignments, the Supplier may verify the Client's identity and ownership situation and obtain information about the nature and purpose of the case before the assignment begins. The Supplier may therefore request from the Client, for example, identity documents relating to the Client and any other person involved in the Assignment on the Client's behalf and, for a legal entity, the natural persons who have the ultimate control.
- 11.3 The Supplier is the data controller for personal data submitted in connection with assignments and assignment requests. Such personal data may be supplemented by data from external sources: private or public registers.

The purpose of processing personal data is to enable the Supplier to evaluate whether the Supplier can accept an assignment, and also administer and execute such an assignment. The data are also processed to enable the Supplier to fulfil the obligations incumbent on the Supplier by law. Moreover, the personal data may come to form the basis of market and client analyses, business and method developments, and also statistics and risk management. The personal data may also come to be used for marketing purposes. The Supplier processes the Client's personal data only in accordance with current data protection legislation, such as the GDPR.

12. COMPLAINTS

- 12.1 To be valid, claims citing errors, objecting to invoices, requesting price deductions or damages and/or finding fault with the Result, and also deviations, if any, in the Result, will be conveyed in writing without an unreasonable interval elapsing after the error, delay, deviation etc., or after the loss incurred, was or should have been discovered.

13. RESPONSIBILITY AND ERROR RECTIFICATION

- 13.1 The Supplier is responsible for ensuring that the proposed communication solutions and measures do not contravene current legal and ethical rules or industry practice in the geographical areas covered by the agreed right of disposal. Should this involve engaging legal expertise concerning such circumstances in countries not covered by the aforesaid agreed right, the Supplier has the right to charge the Client the additional costs involved. However, the Client must approve such costs in advance, and reimburse them, or itself take responsibility for obtaining the necessary information. The Client will have corresponding responsibility for its own undertakings and the information and other material provided by itself.
- 13.2 It is the Supplier's obligation to ensure that persons who are named and/or depicted in the advertising material ordered and paid for by the Client have given permission under the Swedish Act on Names and Pictures in Advertising (1978:800) and where applicable, irrespective of whether the material is of a commercial or non-commercial nature, the EU General Data Protection Regulation 2016/679 (the 'GDPR') and the Swedish Act (2018:218) containing provisions supplementing the EU GDPR. Should the Client provide material, the Client is responsible for obtaining the corresponding permissions.
- 13.3 The Supplier is responsible for ensuring that all subcontractors agree to transfer the right of disposal over the material they produce in accordance with the Assignment, as set out in section 7. In cases where the Client has concluded its own agreements, the Client itself is responsible for these, and for ensuring that the necessary disposal rights are obtained by rights holders.
- 13.4 To clarify subsections 13.2 and 13.3, the Supplier is not liable for the Result, material or content of the Result, or loss due to it, to the extent that such content has been provided or produced by the Client or at the behest of the Client by anyone other than the Supplier. In these situations, the Client itself is responsible for ensuring that the Result, material or content of the Result is in accordance with applicable Swedish and foreign legislation; that the material is not otherwise at variance with approved practice or custom; and that the Client has the right to dispose over the same.

13.5 To be able to assess how far the proposed communication solutions comply with legal and ethical rules, or industry practice, as referred to in subsection 13.1, the Supplier will have at least one employee qualified in responsible advertising publishing.¹ However, if the Supplier considers that additional legal expertise is required, the Supplier has the right to advice from a legal consultant in these matters. However, the Client must approve such costs in advance or itself be responsible for obtaining the necessary information.

13.6 Should there be an error (or errors) in the delivery, the Supplier is primarily entitled, at its own expense, to remedy the error(s) about which complaints have been made. The Supplier is then entitled to two (2) attempts to remedy the error(s). The Supplier has the right to remedy the error(s) if, after the complaint has been received by the Supplier, the Supplier offers to do so without a deferral and the Client has no particular reason to reject the offer.

Once a delivery is approved, the Supplier's obligation to remedy the error ceases, as it does in the event of the Client withholding delivery approval as pursuant to the provision in subsection 5.4. Should an error cause delivery to be delayed, this should nevertheless, despite the Supplier's rectification of the error, be considered a breach of the Agreement with respect to delay.

13.7 In the event of loss due to errors or delays caused by the Supplier or a person engaged by the same, the Client is entitled to compensation for direct loss caused by the Supplier, or a person for whom the Supplier is responsible, through negligence or wilfully. The Client is, for example, entitled to a refund of agency fees paid but not, on the other hand, to compensation for lost profits or other consequential losses.

The total liability for damages that may arise for the Supplier, irrespective of whether it is due to errors or delays, or because the communication solution contravenes current legal rules, ethical rules or industry practice in the geographical areas covered by the agreed right of disposal over the Result (see subsection 7.1), is limited to the Client's direct loss, subject to a maximum of seventy (70) times the current price base amount (PBA),² unless otherwise specified in the Agreement. An example is an agreement on the maximum agreed agency fee for a specific assignment or an agreed fine that is higher. This limitation of liability does not apply to cases where the Supplier has acted with gross negligence, which means that the Supplier's liability may then cover indirect as well as direct loss, and may also exceed any agreed limit to the agency fee. However, under all circumstances, the maximum total liability remains seventy (70) times the current PBA.

To confer a right to compensation, the Client's claim for damages must be made in writing no later than three months after a judgement has come into force or a settlement with a third party has been reached out of court, or from the occasion on which the loss occurred.

13.8 The Client's liability, vis-à-vis the Supplier, to pay damages for the loss that the Supplier may suffer in the event of the Client's breach of the Agreement, including these General Terms and Conditions, is limited to a maximum of seventy (70) times the current PBA. The Client's liability for damages comprises direct loss and all or the remaining unpaid part of the agency fee for the assignment in question.

13.9 The Supplier's liability comprises only what is explicitly stated in the Agreement between the Client and the Supplier, and the applicable terms and conditions. The Supplier is therefore not, for example, responsible for third parties, third-party solutions, services, assignments and/or products purchased from any party other than the Supplier.

¹ (Translator's note.) In Sweden, this means being an ARU (Ansvarig reklamutgivare), certified by the Swedish Association of Communication Agencies (KOMM).

² (Translator's note.) The price base amount (PBA), calculated on the basis of annual Consumer Price Index trends in Sweden and set by the government, is used for calculating certain social insurance benefits, which change automatically in the line with the PBA.

13.10 The Supplier is not liable for any loss to the Client caused by agreements concluded directly by the Client with other parties, such as the media, the Supplier, a printing company or the like.

14. FORCE MAJEURE

14.1 A Party is discharged from liability to pay compensation for loss or to fulfil a particular obligation if the loss or non-compliance arises from a circumstance beyond the Party's control and this circumstance prevents, significantly impedes or delays the fulfilment of such an obligation. Examples of such circumstances are, but are not limited to, official action, legislation, labour dispute, blockade, sabotage, war, terrorist act, extreme weather conditions and accident. A Party seeking relief under this section must notify the other Party thereof without delay. Grounds for discharge from liability are deemed to exist as long as the exempting circumstance constitutes an obstacle to fulfilment of an obligation.

15. AMENDMENT OF AGREED TERMS AND CONDITIONS

15.1 Amendments may be made to these General Terms and Conditions provided that both Parties, through an authorised signatory or other authorised representative referred to in subsection 1.3 above, agree to these amendments.

16. DURATION, NOTICE OF TERMINATION ETC.

The Agreement applies to the Assignment that is specified in the Agreement, including any changes in and/or adjustments to the Assignment.

16.2 Fixed-term or single-assignment agreements

In the event that the Agreement relates to cooperation for a fixed term, with scope for the Client to place current orders, or if the Agreement relates to a single assignment, the Agreement will cease without prior notice when the Assignment is concluded or on the date specified in the Agreement.

16.3 Agreement of indefinite duration and term of notice

In the event that the Agreement relates to cooperation for an indefinite period, a mutual term of notice of three (3) months applies to each Party. Notice must be given in writing. Note that any agreed retainer or equivalent payments will also be made during the term of notice, unless otherwise agreed.

16.4 A Party is entitled to terminate the Agreement in whole or in part with immediate effect if the other Party commits a material breach of agreement, or if the other Party is declared bankrupt, enters into composition proceedings, cancels payments or may otherwise be deemed insolvent. Moreover, the Supplier is entitled to terminate the Agreement with immediate effect if there are reasonable grounds to assume that the Client is not going to fulfil its obligations to the Supplier.

16.5 Arrears of payment exceeding twenty-one (21) days after the due date, and/or if the Client has been in arrears on more than two (2) occasions in the past six (6) months for a period exceeding 21 days, will always be considered a material breach of agreement. Further, if the Client fails to provide the necessary assistance under the Agreement, this is invariably regarded as a material breach of agreement. The above provision does not exclude the eventuality of other circumstances also being deemed to constitute material breaches of agreement.

16.6 After cessation of the Agreement

When the Agreement has ceased to apply, the Supplier will deliver to the Client all material, both physical and digital, to which the Client has an ownership right under subsection 8.1. This right applies, with reference to subsection 7.3 (Intact condition), to documents and the equivalent in locked form, unless otherwise agreed or in cases where it has been entered in the Agreement that the Parties have, for example, agreed on an unlimited right of disposal over the Result, with scope for the Client to make its own changes to the same.

17. VALIDITY OF THE AGREEMENT ETC.

17.1 The Agreement and its appendices, including special terms and conditions, constitute the Parties' entire regulation of all matters to which the Agreement relates. All written or oral commitments and undertakings prior to the Agreement are superseded by the content of the Agreement and its appendices.

17.2 The Assignment is regulated in its entirety by the Agreement, and the Client may not assert any liability or penalty under the Swedish Sales of Goods Act (1990:931).

17.3 In the event of the Agreement ceasing to apply between the Parties, each Party will nonetheless remain bound by provisions of the Agreement (including these General Terms and Conditions) that, by their very nature, will also apply after the cessation of the Agreement, until they become irrelevant. This concerns, but is not limited to, the provisions on confidentiality, compensation, intellectual property rights, limitations of liability, choice of law and disputes.

17.4 The division of the Agreement and these General Terms and Conditions into different sections and the headings inserted should not affect its interpretation. Should any part of the Agreement or these General Terms and Conditions be found to be invalid, impermissible or unenforceable, this will not affect the validity of other provisions, which will remain valid according to their wording. Terms and conditions found to be invalid, impermissible or unenforceable will, as far as possible, be adjusted so that they become, respectively, valid, permissible or enforceable and are thereby, as far as possible, interpreted in accordance with the original intentions of the term or condition concerned.

17.5 The Client is not entitled to transfer the whole or part of the Agreement, or any other agreement with the Supplier. The Supplier has the right to transfer the Agreement to another company in the same corporate group, subject to the Client's written approval through the authorised person specified in subsection 1.3 above.

18. DISPUTES AND APPLICABLE LAW

18.1 Disputes and interpretations in connection with the Agreement and all matters related thereto will be judged in accordance with Swedish law and settled by a general court of law.