

General Terms & Conditions

Valid from 20250515.

Definitions

Where stated with a capital first letter, the following terms and expressions in the Agreement and in all appendices shall have the following definitions.

Advertising Credit Balance refers to pre-paid credits on account that can be used to purchase advertising through Adway Connect.

Advertising Credit Commitment refers to the Advertising Credit committed calculated prorated to 12 months.

Advertising Package refers to the tailor-made packages where Channels, Campaign budget and other details are defined.

Advertiser Rights refer to the right to Publish campaigns in a Channel with the Client's Brand as the sender.

Adway refers to Adway AB, company registration number 5591369286, a limited company registered in Sweden.

Adway Connect refers to the platform Adway Connect.

Agreement refers to the Agreement, including amendments made in as stated in these General Terms & Conditions, Order Confirmation, or the like, agreed to between the Parties.

ATS refers to the Client's internal recruitment system; "Applicant Tracking System".

Brand refers to the Client's word and/or image characteristics which are to be used as the sender of Campaigns.

Campaign refers to an advertising campaign published on a Channel, generated by Adway Connect.

Channel refers to any Social Media channels where Campaigns shall be published.

Client refers to the entity purchasing Adway's services under this agreement.

Invoicing Cycle refers to the pace in which invoicing will take place.

Managed Jobs refers to the job listings in the Client's ATS that Adway manages in the platform by preparing it for potential advertising.

Onboarding refers to the initial phase during ATS implementation, configuration of automated workflows and designing and concept for dynamic templates for job advertising are set up.

Financial Fee refers to a 15 % fee on top of any consumption exceeding the Advertising Credit Balance.

Party, Parties have the meaning set forth in the preamble to the Agreement.

Professional Services refers to all managed services, such as onboarding, ATS implementation, configuration of automated workflows, tech development, creative work, designing dynamic templates for job advertising, Evergreen concepts, updates, and adjustments to said.

Proof of Concept refers to a limited time term available for new customers to try the Service.

Publication, Publish, Publishing, Published refer to a Campaign being made available to the public in a Channel.

SaaS refers to Software as a Service.

Term of Agreement refers to the number of months agreed between the Parties, as stated in the Agreement.

The Services

During the Term of Agreement, the Client has access to use the Services as described in this Agreement and any applicable amendment.

The Services are provided as is. Adway reserves the right to make improvements, additions, and modifications, to remove functionality, and to correct any errors or defects to the Services. We will not make changes to the Services that materially reduce the functionality provided to you during the Term of Agreement.

The Client understands that this Agreement regards a so-called SaaS, and that Adway does not provide any copies of software to the Client under this Agreement.

Term of Agreement

The Agreement comes into force once signed by both Parties.

The Agreement runs for the Term of Agreement from the completion of Onboarding.

The Agreement will automatically renew and be extended with a new Term of Agreement on the same conditions, unless neither Party has submitted a written notice of termination at least six (6) months prior to the expiration of the Term of the Agreement. If the agreement has an initial PoC term, the Agreement will automatically renew and be extended with a new Term of Agreement on standard terms.

Each new extension will be considered a new Term of Agreement without a new agreement needed to be signed.

Software License Fees

The Client agrees to pay a monthly Software License Fee based on the number of Managed Jobs. The applicable pricing tier for the monthly Software License Fee is determined by the number of Managed Jobs managed by Adway in one calendar month.

The Software License Fee is tiered and outlined in the Software License Fee Price Table, which is incorporated herein by reference. Should the number of Managed Jobs exceed the limits of the Client's current tier within a given calendar month, the Software License Fee will automatically increase to the corresponding tier for the remainder of the Term of Agreement.

Upon the renewal of this Agreement, the Software License Fee will be based on the ending pricing tier of the previous term.

All Software License Fees are subject to a ten (10) percent annual increase due to added functionality and increased costs. This increase will take effect upon the renewal of the Agreement.

Advertising Credit

The Client commits to the Advertising Credit Commitment per 12 months. When an agreement renews the Advertising Credit Commitment will automatically renew on the same level. If the Client has a Proof of Concept agreement shorter than 12 months, the Advertising Credit Commitment will be prorated accordingly.

Advertising Credit Balance is non-refundable.

Any Advertising Credit Balance at the close of a Term of Agreement will automatically roll over into the subsequent Term of Agreement.

If Client requests the Invoicing Cycle for the Advertising Credit Commitment to be monthly, quarterly, or semiannually, the Advertising Credit will be divided into equal instalments. Different payment terms apply (from 30 days' to 14 days') depending on the chosen Invoicing Cycle. Advertising Credit Commitment is paid in advance.

Advertising is possible even if the pre-paid Advertising Credit Balance is negative. Consumption exceeding the Advertising Credit Balance is subject to a Financial Fee of 15% and will be invoiced monthly in arrears, with 14-days payment terms. Financial Fee applies as soon as the prepaid Advertising Credit Balance is negative. The amount subject to Financial Fee is not deducted from the Advertising Credit Commitment. In order to avoid Financial Fees the Client may increase the Advertising Credit Commitment, or change Invoicing Cycle.

Professional Services

All Professional Services are rendered by the hour.

Pricing

Prices and fees are specified in the Agreement, or in amendment to the Agreement.

All fees are exclusive of taxes and VAT, which will be charged as applicable.

Invoicing

Invoicing will take place when the Agreement is signed by both Parties.

Delayed payment will incur a monthly interest rate in accordance with the Swedish Interest Act (1975:635). For written payment reminders, a payment reminder fee or late fee will be charged.

All payments shall be made by electronic bank transfer to the account details provided on the invoice, and must include all applicable references for proper allocation.

Advertising

Advertising Package details, such as Campaign budget and Channels, are specified in the Advertising Package appendix. Campaigns will be

Published in the Channels listed in the Advertising Package appendix. Adway allocates the Campaign budget between the Channels.

Adway may refrain from Publishing a Campaign and has the right to remove a Published Campaign with immediate effect if the Campaign violates the Editorial Requirements set forth in these General Terms & Conditions.

Adway shall notify the Client thereof in writing, stating the reason for the decision. This may also take place if Adway has reason to suspect that the Campaign or employment is of such nature that it can be generally perceived as offensive, or that there are otherwise circumstances making the Campaign appear inappropriate. A Campaign being modified or removed in accordance with this Section does not entitle the Client to a reimbursement of paid fees or parts thereof.

The Client understands that by Publishing a Campaign in a Channel, the Campaign becomes public and may be disseminated, shared, stored, and retained by each Channel and/or third party.

The Client also understands that once Published, a Campaign may be disseminated, shared, stored, and retained even though the Client has withdrawn the Campaign and even though Adway has removed the Campaign from each Channel.

Editorial Requirements

The contents of a Campaign must not violate

- a) the law of the country which the intended target group adheres to,
- b) the International Chamber of Commerce (ICC) Advertising and Marketing Communications Code,
- c) the current applicable policy or regulatory framework of each Channel, or
- d) any other applicable rules or regulations or best practices.

The contents of a Campaign must also not infringe on the copyrights, patents, trademarks, or other intellectual property rights of another.

Adway's Undertakings

Adway will monitor the automatic production and distribution of Campaigns to ensure the Campaigns maintain high quality, that they comply with Campaign templates, and that they are displayed to the intended audience.

The Services will be provided in accordance with the rules and principles that constitute industry best practices as well as in accordance with applicable legislation.

Onboarding and Content Responsibilities of the Client

The Client undertakes to ensure that Adway get access to a readable feed, API key or similar the ATS to the extent necessary for Adway to be able to provide the Services, that Adway's tracking technology is installed on the Client's career site, and that Adway obtains Advertiser Rights for each Brand and each Channel. If the Client fails to ensure that Adway obtains Advertiser Rights, the Client agrees

that the Campaigns are Published with the Adway brand as the sender of the Ad.

The Client undertakes to provide image material for the Campaign Templates. In the event that the Client wants Adway to produce image material, the Client will be charged the current regular hourly rate Professional Services, plus any cost of procuring the rights to said image material.

The Client is responsible for ensuring that any moving image material and image and text material provided to Adway by the Client does not infringe on the intellectual property rights or any other rights of a third party.

The Client's Undertaking

The Client undertakes to assist Adway to access and/or extract statistical information from the ATS.

The Client undertakes to report any circumstance of significance for the execution of the Agreement to Adway, on an ongoing basis and without delay, and to notify Adway immediately of any significant changes in Client ownership or any other significant change regarding the Client's organisation or financial position that affects Adway's ability to deliver the Services.

The Client guarantees that Adway be given responsibility for all types of assignments covered by the Agreement during the Term of the Agreement.

The Client's rights and/or obligations under this Agreement must not, in whole or in part, be transferred, assigned, pledged, or the like without the written approval of Adway.

Intellectual Property Rights

The Client is responsible for ensuring that any moving image material and image and text material provided to Adway by the Client does not infringe on the intellectual property rights or any other rights of a third party.

All text, images, and any other materials provided by the Client to Adway under the terms of this Agreement remain the exclusive intellectual property of the Client.

Notwithstanding the above, any campaign or advertising concept, design, or other content created, developed, or produced by Adway, whether based on material provided by the Client or sourced otherwise, shall remain the exclusive intellectual property of Adway.

Liability

Adway is only liable for damages caused by negligence, regardless on which legal basis such claim is founded. Adway is not liable for errors, downtime, non-deliveries, or the like that occur with any Channel, advertising platform or other third party, which Adway cannot control.

Adway's total and aggregated liability, for any damage and any number of damages, towards the Client is always limited to SEK 2 000 000.

The Client shall reimburse Adway for any damage (including fees and other costs), including indirect damage, suffered by Adway and its

representatives as a result of Campaign contents violating laws and rules, the policy or regulatory framework of each Channel, or infringing on the intellectual property rights of another. The Client's obligation to reimburse Adway also applies to Campaigns which Adway has reviewed without raising objections.

In order not to lose its right to damages, each Party must make claims for damages against the counterparty no later than six (6) months from the time that the Party became or should have become aware of the relevant damage.

The Client understands and accepts that the number of visitors to the Channels in which the Campaigns are Published vary from time to time. Adway cannot be held liable for such variation.

Furthermore, Adway shall not be liable for how the Campaign may be used or spread once Published.

Early Termination

In the event of a material breach of the Agreement by either Party, the other Party is entitled to cancel the Agreement with 30 days' notice. Adway may terminate the Agreement with immediate effect should Adway, due to changes in law or other constitution, government decree or order, or any other such similar circumstance, is prevented from implementing or delivering the Services in whole or in part.

Miscellaneous

Survival

The following Agreement clauses shall survive the termination of this Agreement:

- a) Intellectual Property Rights,
- b) Liability,
- c) Confidentiality,
- d) Law and Disputes,
- e) as well as the terms otherwise intended to apply after the termination of the Agreement.

Confidentiality

Adway and the Client mutually undertake not to disclose information about the other Party's business conditions, sales methods, marketing strategies, clients, or other information which the Party may have received under the Agreement. The Parties undertake to ensure that employees, consultants, and board members of each Party do not pass on confidential information to outsiders. This undertaking applies until the confidential information has become publicly known in ways other than through a breach of contract. Adway and the Client also undertake not to let the contents of this Agreement or any of its appendices come to anyone's attention without permission. *Comprehensive Settlement*

This Agreement constitutes the entire agreement between the Parties with respect to all subject matters to which the Agreement relates, and supersedes all previous written or verbal undertakings, representations, and agreements.

Marketing

The Client grants Adway the right to refer to the Client by name and to use the Client's logo in Adway's marketing materials, presentations, case studies, and on Adway's website, solely for the purpose of identifying the Client as a user of the Services. Such use shall be in accordance with any brand guidelines provided by the Client and shall not imply any endorsement beyond the use of the Services.

Nullity

In the event of a provision of the Agreement as such or a Party's undertaking under the Agreement violating, in whole or in part, applicable legislation, government regulation or similar regulation, or otherwise being invalid or unenforceable, shall not affect the validity or enforceability of the remaining provisions of the Agreement, and the Parties shall work to ensure that the Agreement is amended or adjusted accordingly.

The Parties shall, as far as possible, replace the invalid or unenforceable provision in accordance with the purpose of the Agreement with a new provision, which, as far as possible, shall have the same business effect as the invalid or unenforceable provision.

Amendments And Additions

Adway may update or change these Terms and Conditions, in connection upon renewal of the Agreement.

The latest version of the Terms and Conditions which the Client has agreed to will then be the effective ones.

With regard to the above, and unless otherwise stated in the Agreement or its appendices, any other amendments shall be made in writing and signed with a qualified electronic signature or signed physically by the Parties in order to be valid.

Messages

Messages concerning this agreement shall be sent by email to the persons signing the agreement, or otherwise as communicated by the Parties. Text messages sent by email shall always be considered written. The message shall be considered as delivered to and received by the recipient when the email has arrived at the recipient's electronic address. The sender assumes the risk related to delivered messages. Messages shall always be considered as having been received by the recipient upon confirmed receipt. *Transfer*

Adway is entitled to transfer its rights or obligations, in whole or in part, under the Agreement, to another company within the group of companies which Adway belongs to at any given time.

Prevailing Language

The English language version of these Terms and Condition shall prevail in case of any inconsistencies with translated versions, if any.

Law And Disputes

This Agreement shall be subject to Swedish law. Any dispute arising from this Agreement shall be finally settled through arbitration administered by the Stockholm Chamber of Commerce Arbitration

Institute.

The rules for Expedited Arbitration shall be applied unless the SCC, taking into account the severity of the case, the value of the dispute, and other circumstances determines that Arbitration Rules shall be applied. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of a sole arbitrator or three arbitrators. The seat of arbitration shall be Gothenburg. The language of the arbitration shall be Swedish, and confidentiality shall apply to the proceedings and arbitration.

Notwithstanding above paragraphs in this Section Law and Disputes, undisputed and overdue claims can be recovered through ordinary procedure through the Swedish Enforcement Authority and/or general court. Taking such measures does not mean that a Party waives arbitration with regard to disputed counterclaims, which may not be made through counterclaims or offsets other than in arbitration.