

# General Terms and Conditions

## Table of Contents

1. Definitions and Interpretation .....	1
2. Representations and Warranties .....	2
3. Disclaimer.....	2
4. Intellectual Property Rights .....	3
5. Confidentiality .....	3
6. Cancellation Policy .....	4
7. Limitation of Liability and Damages.....	4
8. Force Majeure .....	4
9. Third Party Rights.....	4
10. Relationship .....	5
11. Waiver .....	5
12. Severability.....	5
13. Amendments.....	5
14. Pricing and Invoicing .....	5

## 1. Definitions and Interpretation

- a. The following capitalised terms, when used in this Agreement or any communication referring to this Agreement, shall have the following meaning:

<b>Party, Parties, The Roll &amp; Client</b>	As defined in the agreement.
<b>Agreement</b>	Any Agreement which references this document;
<b>Affiliate</b>	With respect to a Party, any person under the control of, or who controls, or who is under common control with, that Party from time to time, and for these purposes control means the possession, directly or indirectly, of the right to direct the management of the applicable person (whether through the ownership of voting shares, by contract or otherwise);
<b>Assigned Individual</b>	An individual that a consultant has assigned to The Roll (in accordance with a separately entered into consultancy agreement between The Roll and consultant) who has been appointed by The Roll to perform the Service in accordance with this Agreement;
<b>Confidential Information</b>	Any information (however conveyed) which is not publicly known concerning a Party or any of its Affiliates or their business or affairs, whether or not marked as "Confidential" or "Proprietary", including any business plans and data, Merchant and client lists, technical specifications, transaction data and Merchant data;

<b>Contract Year</b>	Each period of twelve (12) months commencing on the date of this Agreement and each anniversary thereof provided that the final such period during the term of this Agreement may be less than twelve (12) months;
<b>Programs</b>	The Service, as described in the Agreement.
<b>Regulatory Requirements</b>	Any rule of law or equity, legislation, guidance or policy of a relevant trade body or organisation involved in setting relevant policies, any order or request by a competent court or authority;
<b>Service</b>	The services provided by The Roll relating to the performance of the Programs;

- b. Any reference to a "person" includes any individual, company, firm, corporation, government, state or agency of a state or any undertaking or organisation (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).

## **2. Representations and Warranties**

Both Parties represents and warrants (both at the time of this Agreement and continuously for its duration) that:

- (a) it is duly incorporated and authorised to enter into and perform its obligations under this Agreement;
- (b) it will, at all times, maintain all required rights, powers and authorisations (regulatory or otherwise) necessary to fulfil its obligations under this Agreement; and
- (c) there is no reason known to either Party to question the solvency of the Party or its Affiliates and no circumstances exist or could be reasonably foreseen that could adversely impact their ability satisfy any payment obligation arising under this Agreement.

## **3. Disclaimer**

- a. Except as expressly provided in this Agreement, The Roll makes no warranties of any kind, whether express, implied, statutory or otherwise, and The Roll specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose or non-infringement of any third party rights, to the maximum extent permitted by applicable law and regulations.
- b. The Roll does not warrant that the participants of a Program will gain knowledge or understanding of the subject of a Program simply by participating at a Program. Client acknowledges and understands that The Roll solely provides a service with the purpose to coach and educate participants within the subject area of the relevant Program, but that each participant's learning and final knowledge thereof is subject to each participant's individual studies, engagement and learning ability.

#### **4. Intellectual Property Rights**

- a. The Client acknowledges that any and all of the copyright, trademarks, trade names, patents, content, designs, trade secrets, know how, computer programs, power points, related documentation and other intellectual property rights, whether registered or not, provided or created by The Roll (or its Assigned Individuals) and/or provided in connection with The Roll's performance of the Service (collectively the "**Intellectual Property**") shall be and remain the sole property of The Roll. Client does not receive nor is granted any licenses or rights in the Intellectual Property with the exception for the limited right granted below in Section 4b. Client shall not during or at any time after the expiry of this Agreement (whether in whole or with respect to support only) in any way question or dispute the ownership by The Roll or such mentioned other party.
- b. The Client undertake not to use, modify, disseminate, sell or save the Intellectual Property and not to publish or indirectly cause the publication documentation, results or other material produced by The Roll. The Roll hereby grant the Client a non-exclusive, non-transferable, non-sub licensable right to use material produced and provided by The Roll in connection with the Service (i.e. power points and other documentation relating to a performed Program), internally within Partner's organisation. All other usage shall be according to a separate agreement. In no event shall Partner sell, transfer or market any Intellectual Property presented by The Roll under this Agreement, to a third party.

#### **5. Confidentiality and Data Protection**

- a. During the term of this Agreement and thereafter, each Party shall use and reproduce the other Party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other Party's Confidential Information to any third party without the prior written approval of the other Party.
- b. Notwithstanding the foregoing, it will not be a breach of this Agreement for a Party to disclose Confidential Information of another Party if required to do so by any Regulatory Requirement.
- c. The confidentiality obligations shall not apply to a Party's use of information that (i) is or becomes public knowledge through no action or fault of that Party; (ii) is known to that Party without restriction, prior to receipt from another Party, from its own independent sources and as evidenced by such Party's written records, and which was not acquired, directly or indirectly, from the other Party; (iii) it receives from any third party reasonably known by it to have a legal right to transmit such information, and not under any obligation to keep such information confidential; (iv) is independently developed by the Party's employees or agents, provided it can show that those same employees and agents had no access to the Confidential Information received hereunder; (v) is required to be disclosed by a Party by applicable law, Regulatory Requirements or by court order, provided that, where legally permissible, the disclosing Party shall use reasonable efforts to notify the other Party prior to such disclosure and shall co-operate reasonably with the party to limit disclosure or seek protection against disclosure to the extent permitted by applicable law; and (vi) is required to be disclosed by a Party in to a third party for the purposes of (i) equity or debt financing, (ii) the acquisition or sale of a business or assets, or (iii) the acquisition or sale of a body corporate or the shares in a body corporate.
- d. Client shall ensure that any processing of personal data by the Client (its employees, servants, agents, etc.) fully comply with the provisions of Regulation (EU) 2016/679 of 27 April 2016 ("**GDPR**") and in any event is handled with utmost care and diligence.
- e. Pursuant to this Agreement, Client may receive access to certain personal data of Assigned Individuals via The Roll's platform. The Roll is the data controller with respect to such personal data and the Client will process such data on behalf of The Roll. Therefore, the Parties shall enter into a separate personal data processing agreement prior to the Client receiving access to the aforementioned personal data.

- f. Client agrees to not store any personal data and obliges to not use the personal data for any other purposes than to obtain the Services in accordance with this Agreement and the separate personal data processing agreement.

## **6. Cancellation Policy**

Unless otherwise agreed, cancellations made up to 48 hours before a scheduled appointment via Flyt or by direct contact with & acknowledgement by the person (for example the coach) at The Roll Client is scheduled to meet with, will be processed without a penalty.

Cancellations made by Client less than 48 hours before a scheduled appointment will be fully chargeable and non-refundable. This also applies to no-shows.

Exceptions can be made at The Roll's discretion for medical or family emergencies and similar situation.

## **7. Limitation of Liability and Damages**

- a. Except for any breach of Section 4 (*Intellectual Property Rights*), Section 5 (*Confidentiality*) and Non-solicitation in the Service Agreement or Service Terms and to the extent possible under applicable law, in no event shall either Party be liable under this Agreement, regardless of the form of any claim or action for any (a) indirect damages including, but not limited to, loss of business, revenues, profit and goodwill or loss of data; and (b) damages, in the aggregate, in excess of the price of services in total.
- b. Any claim for compensation under this Agreement shall be presented by a Party to the other Party within sixty (60) days following the occurrence of the alleged event on which the compensation is based.
- c. Subject to this Section 13 and as stated in the Service Agreement or Service terms, neither Party shall be liable to the other to the extent that a Party was prevented from performing its obligations under this Agreement by an event of Force Majeure. A Party shall remain liable to the extent that it fails to make reasonable efforts under the circumstances to perform its obligations regardless of such event of Force Majeure.

## **8. Force Majeure**

- a. A Party cannot claim relief from liability under this Agreement where a Force Majeure event is caused by its (or its subcontractors) neglect, failure to take reasonable precautions against the relevant Force Majeure, wilful act, or is caused by its employee(s), subcontractors or suppliers.
- b. Where a Party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure event that Party shall notify the others as soon as reasonably possible with details of the Force Majeure event, its effect on the relevant obligations and its estimated duration. The affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure event upon the performance of its obligations under this Agreement.
- c. As soon as reasonably possible following the end of the Force Majeure event, the affected Party shall notify the others and this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure event, unless agreed otherwise by the Parties.

## **9. Third Party Rights**

No person who is not a party to this Agreement shall have any right to enforce any term of this Agreement.

**10. Relationship**

Client and The Roll are independent contractors under this Agreement, and nothing herein will be construed to create a Partnership, joint venture or agency relationship between them. No Party has authority to enter into agreements of any kind on behalf of any other.

**11. Waiver**

Any waiver of a right under this Agreement shall only be effective if agreed or declared in writing. A delay in exercising or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future (subject to any law of limitations applicable to this Agreement).

**12. Severability**

If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

**13. Amendments**

No variation or amendment to this Agreement shall be effective unless recorded in writing and signed by the duly authorised representatives of all Parties.

**14. Pricing and Invoicing**

If the Client does not provide instructions for electronic invoicing, an administrative fee of 48 SEK will be debited for each invoice.