

## Terms and Conditions for Kwick Expense

### 1. General

Kwick Expense AB, corporation reg.no. 559408-5796, ("**Kwick**") offer an expense management service in the form of a mobile app and web-admin (the "**Service**"). By placing an order, signing, click "I accept" or similar actions are taken by an individual person on behalf of the Customer at any presentation of the Terms and Conditions within the software, on our website, confirmation by e-mail or any other order form, constitutes a legally binding order with Kwick. The Customer is responsible to ensure that orders are only made by individual persons who do have the authority required by the Customer. A legally binding agreement will be entered into if and when Kwick issues an order confirmation, including appendices ("**Principal Agreement**").

These Terms and Conditions together with the Principal Agreement, including its appendices, (together the "**Agreement**") shall apply to all activities concerning the Services, and applies between Customer and Kwick. The Customer is required to ensure that its Users of the Services, in addition to the End-User License Agreement, also comply with these Terms and Conditions.

These Terms and Conditions may be revised by Kwick at any time. Changes will be communicated to Customer upon login to the User Account. The Customer of Kwick's Services is legally obliged to always comply with the current Terms and Conditions.

Last revised Nov 7, 2023

### 2. Definitions

Definitions used in the principal agreement shall apply in these Terms and Conditions, unless specified otherwise herein.

"**Customer**" is the legal entity to which the Service will be provided.

"**Customer Data**" shall mean all information that the Customers User upload, store, create or otherwise published to the User account when using the Service, such as receipts, photos, notes, or other documents, or data provided to the User account by third parties, such as Transaction Information or Enriched Information.

"**Enriched Information**" may include, but is not limited to, data found in receipts, purchase information, delivery notes, invoices, VAT, expense reports, environmental impact data, provided by the User, our Partners, the Customer or other.

"**Issuer**" shall mean the party issuing means of payment (Sw. *utgivare av betalningsmedel*).

"**Transaction Information**" shall mean data on Customer's transactions, eg. travel and expense transaction information, issued by the Customer's Issuer.

"**Personal Data**" shall have the meaning given in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing the Directive 95/46/EC (General Data Protection Regulation).

"**Privacy Policy**" shall mean the current privacy policy with information on our processing of personal data, uploaded to our website.

"**User**" shall mean the natural person who is using or managing the Service ordered by the Customer.

"**User Account**" shall mean the Customers Users individual account for use of the Service.

### 3. User Account

The Customer will have access to the Service through the number of User Accounts specified in the order confirmation. If needed, the Customer may add additional User Accounts during the term of the Agreement, subject to additional charges as specified below in Section 8.

The User Accounts are accessible through web and our app and valid for the duration of the Agreement. Each User will have access to the Service through an individual User Account, which may be initiated and created by an invite from the Customer in the Kwick Expense Admin portal. The User undertakes to, on behalf of the Customer, provide correct

information requested during registration or later. Each User is required to identify themselves with electronic identification and must accept our End-User License Agreement, in order to get access to the Service.

Individual User Accounts, connected to the Customer, can be managed via the Kwick Expense Admin portal. The Kwick Expense Admin portal is managed by a User with administrative authority.

### 4. Use of the Service

The Customer is responsible for the use of the Service, including the Users use, and the results deriving therefrom.

The Customer, and User, are responsible for the accuracy of any information provided, both when using the Service or otherwise when in contact with us. The User may make changes to some of the provided information through the User Account, such as contact information.

If Customers or Users use of the Service should cause claims against Kwick from third parties or cause us other damage, the Customer is liable to indemnify or otherwise hold Kwick harmless, in relation to such claims or other damage incurred.

### 5. Grant of access to Customer Data, etc.

The Customer holds all rights to the Customer Data. The Customer hereby grants Kwick right to use and access the Customer Data, including Transaction Information and Enriched Information.

The Customer accepts and authorises that accurate Transaction Information is transferred to Kwick. The Customer warrants that all transactions included in the Transaction Information and Enriched information are authorised by concerned cardholder.

If the Customer's Issuer system is updated or otherwise changed or replaced by another Issuer, the Customer shall promptly contact Kwick about such relevant information.

Kwick have the right to use Customer Data for statistical purposes and to improve and develop the Service.

Kwick's right to access or use Customer Data ceases when this Agreement is terminated or otherwise ends. The Customer is responsible for removing Customer Data from the Service in connection with termination of the Agreement or if a User Account is cancelled.

During the term of the Agreement, Customer data is stored by Kwick for the duration of 18 months from the date of transfer to Kwick. However, Kwick reserves the right to delete all Customer Data from our servers within 3 months of the termination of the Agreement. Furthermore, Kwick reserves the right to delete the user-relevant Customer Data within 3 months of the cancellation of a User Account.

### 6. Personal data

When processing Personal Data, we comply with applicable data protection legislation. Information on how we process Personal Data where we are the controller is provided in our Privacy Policy.

Cookies are used when accessing the User Account. Information on how we use cookies is provided in our current Cookie Policy, accessible on our website.

When providing the Service, Kwick will process Personal Data as processor. The Customer is the controller of any Personal Data during the use of the Service and any Personal Data included in the Transaction Information or Enriched Information which is processed via the Service. The processing of such Personal Data shall be regulated by a Data Processor Agreement, appendix 2 to the Principal Agreement.

The Customer warrants that processing of personal data, including Transaction Information and Enriched Information, via the Service meets the requirements of applicable data protection legislation.

### 7. Limitations of liability

Kwick undertakes to store Customer data used in the Service during the term specified in Section 5 above. Kwick does not make any other undertakings or representations regarding the Service or Customer data.

Kwick's liability for damages payable to the Customer shall not exceed a total of one hundred (100) percent of the price of the Service delivered during the preceding three (3) month period.

Neither Customer, nor Kwick, shall be responsible for any indirect loss such as loss of profit, increased costs or loss of information or data.

## 8. Pricing and payment

See Appendix 3 to the Principal agreement. All prices are VAT exclusive.

Setup Fee per legal entity is invoiced when Kwick issues an order confirmation, together with the full subscription fee for the ordered amount of User Accounts.

Additional User Accounts initiated during the term of the Agreement are invoiced for the remaining months of the Agreement and requires full payment in advance. They are thereafter joined to the initial yearly revolving invoice unless the Customer cancel the additional User Accounts three (3) months prior the renewal date. Invoiced User Accounts will not be credited. Consultancy fees are invoiced monthly in arrears.

All invoices are payable within net thirty (30) days of the invoice date. Invoices not paid in accordance with terms are subject to interest charges in accordance with Swedish law. Customer shall be liable for all costs and expenses related to collection of past due amounts, including without limitation, legal fees, and costs.

All fees and charges specified in the Appendix 3 may be subject to price adjustments by Kwick, at which point Kwick may increase or amend any such fee. The new fees shall apply for the prolonged term as set out in section 10.1 below, or earlier upon Customer's written approval, as applicable.

## 9. The software

The Service is provided as a subscription (license) to the software, which is made available through a User account. When purchasing the Service, the Customer is granted access and right of use to the software according to the Agreement.

We or our licensors own all rights, including intellectual property rights, to the Service and its contents software. Use of the Service does not imply that any rights to copyright or other intellectual property rights are transferred to the Customer. The Customer may not copy, modify, or otherwise handle the Service nor assign or grant rights to such materials to another party.

The Service is provided "as-is". Kwick reserves the right to make improvements, add, change, or remove functions or correct any errors or omissions in any part of the Service at its own discretion and without this implying any form of obligation or responsibility. In the unlikely case that such modifications disable or removes functions that form an essential part of the Service for a period of more than 2 months, or if the Service is down and not restored within 2 months, the Customer is entitled to cancel the Service and will thus be reimbursed an amount corresponding to eighty (80) percent of the price of the remaining term of the Agreement.

## 10. Duration and termination

This Agreement becomes effective when approved by the Customer and is valid for an initial period of one (1) year. If no termination notice is received by either Party at least three (3) months prior to expiration date, the Agreement shall renew automatically for successive one (1) year renewal terms on each subsequent anniversary of the effective date, on the same terms as contained herein.

This Agreement shall be declared null and void unless Customer can provide document, upon request from Kwick, evidencing that the Agreement has been signed by authorised signatory/-ies.

If Kwick communicates changes to these Terms and Conditions during the duration of the Agreement, which the Customer claims, acting reasonably, that the Change will have a detrimental impact on the Customer's use of the Service, the Customer has the right to terminate the affected Service or the Agreement in writing within thirty (30) days from such notification with effect three (3) months from such notice of termination. In the event of such termination, where the Customer has acted reasonably, we will refund any prepaid amounts for the applicable Service on a pro-rata basis for the remaining term of the Agreement. If

such termination does not take place, the Customer is deemed to have accepted the new Terms and Conditions.

If Kwick communicates changes to the fees and charges specified in the Appendix 3 with an increase of more than 5 %, the Customer has the right to terminate the affected Service or the Agreement in writing within thirty (30) days from such notification with effect three (3) months from such notice of change.

Notice of terminations shall be sent by registered mail or e-mail. The notice will be deemed to have been received by the party, if sent by registered mail on the fifth Swedish business day after posting within Europe and if sent by e-mail upon receipt of delivery.

## 11. Waivers

In no event will any delay, failure or omission of a party in enforcing, exercising or pursuing any right, claim or remedy under this Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.

## 12. Assignment

Customer may not assign, delegate, or subcontract its rights or duties under this Agreement without the prior written consent of Kwick. Any attempted assignment in contravention of the foregoing restriction shall be void and of no effect. Kwick may assign this Agreement, in whole or in part, to any of its Affiliates i.e., in relation to Kwick, an entity controlled by, controlling, or under common control with Kwick. Kwick's assignee shall be solely liable for any default or breach of this Agreement that arises or occurs on or after the effective date of the assignment and Kwick shall remain liable for any default or breach of this Agreement that arises prior to the effective date of the assignment during the period it was bound by this Agreement. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

## 13. Confidentiality

The Parties undertake not to disclose to any third party any confidential information regarding the Service, or other information related to the software and Service which should reasonably be considered proprietary confidential or competitively sensitive ("Confidential information"). This shall apply regardless of whether the Confidential information was provided in writing or orally, and regardless of format.

This confidentiality undertaking does not apply to information which

(a) at the date of its disclosure is in the public domain or at any time thereafter comes into the public domain (other than by breach of this Agreement); or

(b) the receiving Party can show by written or other tangible evidence was in its possession or was independently developed at the time of disclosure and was not obtained, directly or indirectly, by or as a result of breach of a confidentiality obligation.

Neither shall this confidentiality undertaking apply to the extent that any Party is required to make a disclosure of information by law or pursuant to any order of court or other competent authority or tribunal. In the event that any Party would be required to make any such disclosure, each Party undertakes to give the other Parties immediate notice prior to any such disclosure. Each Party also agrees and undertakes to use its best efforts to ensure that any information disclosed under this Section, to the extent possible, shall be treated confidentially by anyone receiving such information.

Kwick may disclose Confidential information to other companies in the Kwick group, partners, or subcontractors to the extent necessary to provide the Service.

## 14. Governing law and disputes

This Agreement will be governed by and construed in accordance with Swedish laws. English language terms used in or in connection with this Agreement shall be interpreted solely with reference to legal usage, traditions, and the laws of Sweden and not with reference to the legal usage, traditions, or laws of any other country.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be

finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (“**SCC**”).

The Rules for Expedited Arbitration shall apply, unless the SCC in its discretion determines, considering the complexity of the case, the amount in dispute and other circumstances, which the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish.

The information concerning any dispute, controversy or claim arising out of or in connection with this Agreement, including any arbitral award, shall remain confidential, save that either Party may disclose such information if necessary to exercise its rights under this Agreement, any arbitral award or due to legal requirements.