



General Terms 2025

ZITAC CONSULTING AB

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GÖTEBORG | MALMÖ | STOCKHOLM | ÖREBRO | ZITAC.SE

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1 Agreement Documents

These General Terms and Conditions form the basis for the cooperation agreement established in agreement with the customer.

The cooperation agreement includes detailed specifications of the services called off. Examples are listed below.

1. The Cooperation Agreement
2. Hourly rate list
3. Specification of the service/delivery (Appendices for additional services)
4. Schedule/service levels
5. Non-disclosure agreement
6. SLA (Service Level Agreement) is regulated in a Call-out and Service Agreement and signed as an appendix to this agreement.

2 Duration

Stated in the agreement between the parties.

3 Changes and Additions

All changes and additions to this agreement must be in writing and signed by both parties to be valid.

Changes made during the contract period shall be documented as appendices to the original agreement and shall enter into force only after being signed by both parties.

Contractual changes other than price adjustments according to 5.2 Price Adjustment must be notified to the Primary Contact at the Customer at least 60 days in advance. If the change is significantly disadvantageous to the Customer, the Customer has the right to terminate the service in writing during the current contract period effective from the date of the change. Such termination must be received by the Primary Contact at the Supplier in writing at least 30 days before the contractual change takes effect.

4 Availability

The Supplier is available via the Primary Contact, Zitac Servicedesk, and telephone switchboard. All ongoing technical matters must always be reported to Zitac Servicedesk to be eligible for guaranteed response. If no response guarantee (SLA) is specified, the Customer shall contact the Primary Contact as specified in section 13. In this case, the Supplier cannot guarantee consulting services within a certain time but delivers to the best of its ability.

- The Supplier's regular office hours are weekdays (excluding holidays) from 08:00 to 17:00 with a lunch break from 12:00 to 13:00. On the day before a holiday or festive day, the normal office hours are 08:00 to 15:00.
- SLA (Service Level Agreement) is regulated in a Call-out and Service Agreement and signed as an appendix to this agreement.
- Zitac Servicedesk can be reached by phone at +46-10 205 15 00 or by email at servicedesk@zitac.net.
- Zitac switchboard: +46 31 709 61 90 or info@zitac.se.

5 Commercial Terms

- The Supplier's standard hourly rates are defined in the current hourly rate list. For overtime work on weekdays between 17:00–20:00 and 06:00–08:00, the hourly rate increases by 50%.
- For overtime work on weekdays between 20:00–06:00 and on holidays, the hourly rate increases by 100%.
- All prices quoted by the Supplier are exclusive of VAT and shipping.
- Payment shall be received by the Supplier no later than 30 days from the invoice date.

- In the event of delayed payment, late payment interest will be charged in accordance with the current reference rate by the Swedish Central Bank + 8% (according to the Interest Act).

5.1 Travel

Travel compensation applies when the Consultant starts the assignment and time is counted from when the Consultant leaves their place of business. For assignments performed outside the Consultant's district, a travel allowance of SEK 45 per mile applies, as well as 50% of the normal hourly rate for the travel time. If a means of transportation other than a car is deemed more appropriate, the Supplier has the right to invoice these travel costs without markup. A district refers to the city or town from which the consultant operates with a 2-mile radius from the city center.

For overnight stays, the Supplier ensures that the consultant has accommodation. Hotel costs are invoiced to the Customer without markup. Per diem is paid according to the Swedish Tax Agency's standard.

5.2 Price Adjustment

The agreed hourly rates may be adjusted by the Supplier once per calendar year according to the Labour Cost Index (LCI) published by Statistics Sweden (SCB) for salaried employees within industry J - "Information and communication activities." The adjustment takes effect on December 31st each year.

6 Confidentiality

Each Party agrees to maintain confidentiality during the term of the Agreement and not to disclose, reveal, or use confidential information received from the other Party or the company, unless it is necessary for fulfilling this Agreement.

Confidential Information includes any information relating to this Agreement and its contents, as well as all information concerning the Parties and their respective group companies – technical, commercial, financial, or otherwise – regardless of whether the information is provided in writing, verbally, visually, or in another form. Exceptions include:

- Information that is publicly known or becomes public otherwise than through a breach by the receiving Party.
- Information that was legally known or possessed by the receiving Party before being received from the other Party.
- Information lawfully received from a third party who, to the receiving Party's knowledge, is not breaching a confidentiality obligation.

The Parties shall store Confidential Information securely and at least as securely as their own confidential information. Disclosure shall be limited to individuals for whom the information is necessary to perform this Agreement.

Disclosure of Confidential Information shall not be restricted if and to the extent that:

- Disclosure is required by applicable law, regulation, or decision by a court or authority – provided that the disclosing Party, to the extent permitted by law, notifies and consults the other Party beforehand or, if not possible, immediately thereafter.
- The other Party has given prior written consent.

The disclosing Party bears the burden of proof for any applicable exceptions. The confidentiality obligations shall continue for three (3) years after the termination of the Agreement, regardless of the reason for termination.

7 Privacy

Zitac's privacy policy is available on our website - www.zitac.se.

7.1 Subcontractors

The Supplier has the right to engage subcontractors deemed appropriate for providing the service. The use of subcontractors does not relieve the Supplier from its obligations under the Agreement.

8 Customers Responsibilities

The Customer is responsible for backing up all relevant data before the Supplier begins any work on the Customer's systems or environment. The Customer also bears the ultimate responsibility for maintaining a functional physical and psychosocial work environment.

The Customer shall provide access to premises, equipment, and information necessary for the Supplier to perform the services effectively and safely.

The Supplier is not liable for data loss occurring during work in the Customer's environment. It is the Customer's responsibility to ensure an adequate and current backup is available. The Supplier is also not liable for production losses, lost revenue, or other indirect damages caused by the services performed.

Any spare parts required for the services are not included and will be invoiced separately.

9 Insurance

The Supplier holds valid consultant insurance for both personnel and property. The Supplier has limited liability insurance coverage up to SEK 10 million. If the Customer requires higher coverage, this must be specified in an appendix to the Agreement.

The Supplier's liability insurance only covers physical property such as hardware and equipment. Digital data and information are not covered. The Customer is responsible for backing up all relevant data before work begins.

10 Force Majeure

The Supplier shall not be held liable for any damages or delays in fulfilling its obligations under this Agreement caused directly or indirectly by circumstances beyond its reasonable control. This includes, but is not limited to, legal regulations, government actions or omissions, war, terrorism, riots, civil disturbances, labor disputes (e.g., strike, lockout, boycott, or blockade), natural disasters (e.g., earthquake, flood, fire), pandemics, or other similar circumstances that objectively prevent or significantly impede the Supplier's ability to fulfill its obligations, making performance impossible or significantly more costly. The Supplier must promptly inform the Customer of the impact, and the Parties shall consult to find an acceptable solution.

11 Survival of Provisions

Notwithstanding the termination of the Agreement, the following provisions shall survive: Customer responsibilities, intellectual property protection, and confidentiality obligations, which shall remain in effect for three (3) years after the Agreement ends. These provisions remain binding on the Parties.

12 Disputes

Disputes concerning the interpretation or application of the Agreement shall be settled in Sweden by the District Court of Gothenburg as the first instance, under Swedish law.