



General Terms and Conditions 2026

ZITAC CONSULTING AB

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ZITAC CONSULTING AB

GÖTEBORG | MALMÖ | STOCKHOLM | ÖREBRO | ZITAC.SE

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1 Contract Documents

These General Terms and Conditions form the basis for the cooperation agreement entered into with the customer. The cooperation agreement includes detailed specifications of the services ordered under the agreement. Examples are provided below.

1. The cooperation agreement
2. Hourly rate list
3. Specification of the service/deliverable (appendices for additional services)
4. Schedule/service levels
5. Non-disclosure agreement (NDA)
6. SLA (Service Level Agreement) is governed by an On-site Response and Service Agreement and is entered into as an appendix to this agreement.

2 Availability

The Supplier can be reached via the Primary Contact, the Zitac Service Desk and the main switchboard. All ongoing matters of a technical nature must always be reported to the Zitac Service Desk in order to invoke any guaranteed on-site response. If no on-site response guarantee (SLA) exists/has been specified, the Customer shall contact the Primary Contact as specified in Section 13. Please note that in the latter case the Supplier cannot guarantee delivery of consulting services within a certain time, but will perform to the best of its ability.

- The Supplier's normal business hours are Monday to Friday (excluding public holidays) 08:00–17:00, with a lunch break 12:00–13:00. On the day before a public holiday, normal business hours are 08:00–15:00.
- Any SLA (Service Level Agreement) is governed by an On-site Response ("On-site Response") and Service Agreement and is entered into as an appendix to this Agreement.
- The Zitac Service Desk can be reached by phone at +46-10 205 15 00 or by email at servicedesk@zitac.net.
- Zitac main switchboard: +46 31 709 61 90 or info@zitac.se.

3 Activation of Standby Support Without an On-Call Agreement

If the Customer requests, or otherwise initiates, activation of the Supplier's standby support outside normal working hours without a valid on-call agreement between the Parties, the Supplier is entitled to charge the Customer a special fee of fifteen thousand (15000) SEK per occasion.

The fee covers activation and availability of standby resources. In addition to this fee, compensation for work performed will be charged in accordance with the hourly rate list in force from time to time, as well as any applicable surcharges for work outside normal working hours.

The Supplier has no obligation to provide standby support or any guaranteed on-site response time without an executed on-call agreement.

3.1 Travel

Travel compensation becomes payable when the Consultant begins the assignment, and time tracking starts when the Consultant leaves the premises at the Consultant's place of stationing. For assignments performed by the Consultant outside the Consultant's district, travel compensation of SEK 45 per 10 km applies, plus 50% of the normal hourly rate for time spent travelling. If a means of transport other than a car is deemed most appropriate, the Supplier is entitled to re-invoice such travel costs without markup. A district means the city or locality from which the consultant departs, within a radius of two (2) Swedish miles (20 km) from the city centre.

For overnight stays, the Supplier is responsible for ensuring that the consultant has accommodation. Hotel costs are invoiced to the Customer without markup. Daily allowance is paid in accordance with the Swedish Tax Agency's standard rates.

3.2 Price Adjustment

The agreed hourly rates may be adjusted by the Supplier once per calendar year in accordance with Statistics Sweden's (SCB) published Labour Cost Index (LCI) for salaried employees within industry group J – "Information and communication activities". The adjustment takes effect on 31 December each year.

4 Commercial Terms

- The Supplier's standard hourly rates are set out in the applicable hourly rate list. For overtime work on weekdays between 17:00 and 20:00, and between 06:00 and 08:00, the fee increases by 50% per hour.
- For overtime work on weekdays between 20:00 and 06:00, as well as on public holidays, the fee increases by 100%.
- All prices quoted by the Supplier are exclusive of VAT and freight.
- Payment shall be received by the Supplier no later than 30 days from the invoice date.
- In case of late payment, default interest will be charged in accordance with the reference rate published by the Swedish National Bank (Riksbank) + 8 percentage points (pursuant to the Swedish Interest Act).

5 Confidentiality

Each Party undertakes, during the term of the Agreement, to observe confidentiality and neither disclose, reveal nor—other than for purposes that may be deemed to fall within the scope of this Agreement—use or copy confidential information that a Party receives or has received from the other Party or its group companies, whether before or after this date.

“Confidential Information” means 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 such information is provided in writing, orally, visually or in any other form (“Confidential Information”), with the exception of:

- Information that is generally known or becomes generally known through means other than a Party's breach of this Agreement or any other confidentiality obligation towards the other Party or its group companies;
- Information that a Party lawfully knew or possessed before receiving it from the other Party; and
- Information that a Party receives from a third party who, to the best of the receiving Party's reasonable knowledge, holds the information lawfully and does not, by providing it, breach any confidentiality obligation towards any other party or group company.

The Parties undertake at all times to store Confidential Information securely and under no circumstances in a manner less secure than how the Party stores its own Confidential Information.

The Parties undertake to ensure that Confidential Information is not disclosed to any persons other than those persons for whom such information is necessary to perform this Agreement.

However, the provision in this section shall not limit or prevent disclosure of Confidential Information if and to the extent that:

- Disclosure is required by applicable law, regulation, court order or decision by another authority, provided that—to the extent permitted by law—the Party gives notice to and, to a reasonable extent, consults with the other Party before such disclosure is made, or—if not possible before disclosure—immediately thereafter; and
- The other Party has given its prior written consent.

A Party shall bear the burden of proof that any of the above exceptions applies in the individual case.

The confidentiality obligations under this Agreement shall remain in force for three (3) years after the termination of the Agreement, regardless of the reason for termination. During this period, the Parties undertake to continue to observe confidentiality and not disclose Confidential Information outside the limits set out in the Agreement.

6 Privacy

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

7 Subcontractors

The Supplier is entitled to engage subcontractors that the Supplier deems appropriate for the performance of the service. However, the use of subcontractors does not release the Supplier from its obligations under the Agreement.

8 Customer Obligations

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 ultimate responsibility for maintaining a functional physical and psychosocial work environment.

The Customer shall provide access to the premises, equipment and information that the Supplier needs in order to perform the agreed services effectively and safely.

The Supplier is not responsible for loss of data that occurs during work performed in the Customer's environment. It is the Customer's responsibility to ensure that an adequate and up-to-date backup is available. The Supplier is also not responsible for production downtime, loss of revenue or other indirect damages that may arise as a result of the performance of the services.

Any spare parts required for performance of the services are not included and will be charged separately.

9 Insurance

The Supplier maintains consultant insurance coverage for both personnel and property. The Supplier has limited liability insurance coverage up to SEK 10 million; if the Customer requires higher coverage, this shall be specified in an appendix to this Agreement.

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

10 Force Majeure, etc.

The Supplier shall not be held liable for any damage or delay in the performance of its obligations under this Agreement that is directly or indirectly caused by events beyond its reasonable control, including but not limited to legislation, acts or omissions by authorities, war, terrorism, riots, civil unrest, labour disputes such as strikes, lockouts, boycotts or blockades, natural disasters such as earthquakes, floods, fire, pandemics, or other similar circumstances that objectively prevent or materially impede the Supplier's ability to perform its obligations in accordance with the Agreement, such that performance becomes impossible or can only be carried out at a substantially higher cost than normal. In such circumstances, the Supplier shall promptly notify the Customer of the event's impact on the Supplier's ability to fulfil its obligations. The Parties shall thereafter consult with the aim of finding an acceptable solution.

11 Survival of Provisions

Notwithstanding termination of the Agreement, the following provisions shall remain in effect: Customer Obligations, protection of intellectual property rights, and the confidentiality obligations under the confidentiality clause of this Agreement, which shall remain in force for three (3) years after termination of the Agreement. These provisions shall survive termination and remain binding on the Parties as specified.

12 Disputes

Any dispute concerning the interpretation or application of the Agreement shall be decided in Sweden by the District Court of Gothenburg as the court of first instance, in accordance with Swedish law.