

Attendo's general purchasing terms

1. Definitions and general

- **"Agreement"** shall have the meaning ascribed to it in clause 2.2 below.
- **"Agreement Manager"** means the person or persons that Attendo has authorized in writing to represent Attendo under this Agreement, or if no such person has been specified, a person from Attendo's purchasing department.
- **"Attendo"** means the Attendo Group company or companies that a) have entered into the Agreement with the Supplier and b) are otherwise entitled to purchase Goods and/or Services under the Agreement.
- **"Attendo group"** means Attendo AB and any legal person under the direct or indirect control of Attendo AB and that operates in Sweden, Finland and Denmark, whereby the term "control" is understood as the ability to directly or indirectly influence the management and direction of the legal person, whether through ownership of shares, by contract or other means.
- **"Authorised Purchaser"** means the person or persons that Attendo has authorised in the Delivery Contract or a Purchase Order to handle purchases of Goods and/or Services under the Agreement.
- **"Contact Person"** means the Agreement Manager and the Supplier's representative for this Agreement, as well as, in the event a Delivery Contract is concluded, any persons authorized in writing to represent Attendo according to such Delivery Contract.
- **"Delivery Contract"** refers to any delivery agreement, co-operation agreement, assignment agreement, purchase agreement, price agreement, or any other similar agreement and its appendices entered into by the Parties regarding the Goods or Services.
- **"General Terms"** means these general purchasing terms.
- **"Good"** or **"Goods"** refers to a physical product.
- **"Party"** or **"Parties"** refers to Attendo and the Supplier individually or jointly.
- **"Purchase Order"** refers to a purchase order issued by the Agreement Manager, Authorised Purchaser or an otherwise authorised person at Attendo under the Agreement which is binding on the Supplier and on Attendo subject to Supplier's compliance with clause 3.2 below.
- **"Service"** or **"Services"** refers to service matters, staffing or consultancy solutions, administrative services, or different types of assignment, where a purchase or task does not relate to a physical product for Attendo (although it never includes real property leases).
- **"Supplier"** refers to the party that Attendo has entered into this Agreement with.
- **"Supplier Code of Conduct"** means Attendo's at all times applicable supplier code of conduct incorporated into this Agreement.

2. Application and documentation

- 2.1. This Agreement shall apply to all purchases from the Supplier made by Attendo for its Swedish, Finnish, and Danish operations.
- 2.2. The agreement constitutes the contractual relationship between the Parties consisting of (the "Agreement"):
 1. Delivery Contract;
 2. Purchase Order;
 3. General Terms;
 4. Supplier Code of Conduct; and
 5. Data processing or data sharing agreement, if applicable.

The order set out above shall determine the contractual document taking precedence in the event of inconsistencies or contradictions between the contractual documents, save for (i) clause 12.1, 12.2, 12.3 of the General Terms, (ii) the Supplier Code of Conduct and (iii) if applicable the data processing or data sharing agreement, where items (i)-(iii) specified in this paragraph shall always take precedence over the rest of the contractual documents. Attendo shall not be considered bound by any additional conditions provided by the Supplier and any invoice payments shall not be construed as acceptance by Attendo of such additional conditions. For the avoidance of doubt, an Agreement may be concluded without a Delivery Contract.

- 2.3. Any proposed amendments to the Agreement from the Supplier prior to or during performance of a specific Purchase Order that are not accepted by the Agreement Manager in writing, shall not be applicable between the Parties.
- 2.4. Correspondingly, the conditions in the documents accompanying the delivery, such as delivery notices or licensing terms that are attached to or otherwise must be accepted upon installation of software (so-called click-wrap licenses), standard terms and conditions applicable to Goods, references to conditions available on websites or similar documents shall never be considered applicable between the Parties unless the Contact Persons have agreed otherwise in writing or via e-mail.
- 2.5. Only the Agreement Manager or otherwise authorised persons at Attendo have the right to make amendments to the Agreement on Attendo's behalf, for example amendments to order procedures or delivery conditions. Amendments implemented by anyone else than the Agreement Managers or authorised persons on Attendo's side shall not be applicable to Attendo.



3. Purchase Orders

- 3.1. For each order of Goods/and or Services a Purchase Order is created and sent electronically to the Supplier. The Purchase Order is the basis for the Supplier's invoice. The Parties may agree in writing that a Purchase Order may be placed through Attendo's or the Supplier's purchasing system. Only the Agreement Manager, the Authorised Purchaser or an otherwise authorised person at Attendo under the Agreement have the right to issue Purchase Orders.
- 3.2. The Supplier shall ensure that an order confirmation is sent electronically to the Agreement Manager and/or to the Authorised Purchaser for each order. For an order to be valid and binding on Attendo, the Supplier is required to send an order confirmation within two (2) working days from Attendo placing the order and in which the Purchase Order's content and the date of scheduled delivery is clearly stated.
- 3.3. Attendo is entitled from time to time to give further reasonable instructions regarding ordering procedures and about the individual Purchase Orders.
- 3.4. The Supplier is aware that orders (i) placed in any manner other than as described above in clauses 3.1-3.3, or (ii) not placed according to the procedure set out in the Delivery Contract, in the event such Delivery Contract has been concluded, shall not imply that Attendo has any obligations to the Supplier and Attendo may thus refuse to pay for such Goods and Services as such orders are considered as non-binding. This applies equally in the event the Goods are delivered or the Services are performed upon the request of an Attendo employee unless Supplier informs Attendo of the placement of a non-binding order and the Agreement Manager or Authorised Purchaser confirms the order in writing within ten (10) work days after it was placed, which makes such orders binding with the effect of a Purchase Order under the Agreement.

4. Delivery terms

- 4.1. The Supplier shall deliver the Goods and/or perform the Services in accordance with the terms of the Agreement. The Supplier shall perform the Agreement to all entities within the Attendo Group unless otherwise agreed by the Parties in the Agreement.
- 4.2. The following applies to the delivery of Goods:
 - a) Delivery of Goods shall be conducted according to DDP (INCOTERMS 2020); and
 - b) For each delivery of Goods, the Supplier shall attach a delivery notice, in which the number of delivered Goods is indicated by item numbers. Written or electronic receipts for all deliveries must be issued by the Attendo consignee.
- 4.3. The following applies to the performance of Services:
 - a) The Supplier shall ensure that Attendo receives documentation according to (i) the Purchase Order, (ii) the Delivery Contract in the event such a Delivery Contract has been concluded, as well as (iii) applicable law.
 - b) During the delivery of a Service, clause 2.4 is applicable.

5. Delivery delay

- 5.1. The Supplier acknowledges that timely delivery is of great importance to Attendo and shall perform in accordance

with the agreed delivery dates and deadlines. All delivery dates and deadlines specified in the Purchase Order or Delivery Contract or otherwise agreed upon by the Parties (e.g. via e-mail) in accordance with the terms of the Agreement are binding.

- 5.2. If the Supplier is delayed in delivering the Goods or performing the Services in accordance with the delivery dates and delivery deadlines applicable under clause 5.1, the compensation owed to the Supplier for the Purchase Order shall be reduced by an amount equivalent to two (2) percent of the value of the Purchase Order affected by the delay, for each commenced week of delay up to a maximum of twenty (20) percent of the value of the Purchase Order (i.e. the equivalent of ten (10) weeks' delay).
- 5.3. In addition to the price reduction set out in clause 5.2 above, Attendo is entitled – at its own discretion – to a claim, in accordance with applicable laws, damages caused by the delay, and b) if the contract breach that the delay entails is of material importance for Attendo, terminate the Agreement in whole or in part in accordance with clause 19.2.
- 5.4. Upon Supplier's delay Attendo has the right to specify a reasonable additional deadline for delivery. If Supplier is in delay regarding the additional deadline, such breach of contract shall be considered being of significant importance for Attendo in the application of clause 5.3.

6. Warranties

- 6.1. The Supplier warrants that the Goods and/or Services, as applicable, (i) are free from any defects or deficiencies in design and materials, (ii) are carried out professionally and/or are provided in a professional manner, (iii) are fit for their intended purposes, (iv) correspond to the requirements and/or the functions a) specified in the Purchase Order and/or Delivery Contract, if such has been concluded, b) that have been advertised or otherwise publicly communicated by the Supplier, c) that are commonly considered to apply to similar Goods and/or Services and that Attendo can reasonably expect to apply, and d) set out by applicable laws and regulations (including requirements issued by competent authorities). The Supplier also warrants that Attendo will be the rightful owner of the delivered Goods without any restrictions in the form of liens, competing proprietary rights or other similar limitations and securities.
- 6.2. In the event the Supplier delivers Goods or performs Services contrary to clause 6.1 or otherwise in violation of this Agreement, the Supplier shall upon Attendo's instruction – at the choice of Attendo – (i) deliver new Goods to replace the faulty Goods or perform the Services again as compensation for the faulty Services within ten (10) days, (ii) remedy the faulty Goods or Services within ten (10) days, and/or (iii) allow Attendo a price reduction by an amount equivalent to the defects or deficiencies in the Goods or Services. If the defects or deficiencies of the faulty Goods or Services are of material importance, Attendo shall also be entitled to terminate the Agreement in whole or in part, in accordance with clause 19.2.

7. Indemnities

- 7.1. The Supplier shall indemnify and hold Attendo harmless from and against all claims, actions and lawsuits from third parties, including but not limited to employees of Attendo or of Attendo's customers, related to personal injury,



death or damage to real and personal property (including consequential and indirect damages) caused by delivered Goods and/or performed Services, as well as against all losses, damages, expenses or costs (including attorney fees) incurred by Attendo from such claims, actions or lawsuits.

7.2. The Supplier shall indemnify and hold Attendo harmless from and against all claims, actions and lawsuits from third parties arising out of actual or alleged infringement of third party intellectual property rights, including but not limited to patents, trademarks and copyrights relating to delivered Goods and/or performed Services as well as against all losses, damages, expenses or costs (including attorney fees) incurred by Attendo from such claims, actions or lawsuits.

7.3. If infringement of third party intellectual property rights according to clause 7.2 is considered to be present or if it is likely that it would occur, the Supplier shall at its own cost and within a reasonable time:

- a) obtain the right to continue the use of that part of the Goods and/or Services that has been affected by the infringement in order to ensure that the Goods and/or Services can be used by Attendo without any limitation;
- b) replace the part or component of the Goods and/or Services that cannot be used by Attendo due to the infringement with a part or component that allows for the same or equivalent use of the Goods and/or Services by Attendo and which usage does not entail infringement of third party rights;
- c) make the necessary measures and changes in the Goods and/or Services in order to eliminate the infringement and to secure that the Goods and/or Services can be used by Attendo without any limitation.

If the Supplier can furnish evidence that the measures in items a)-c) above are technically, financially or operationally not reasonable to implement without significant costs to the Supplier, the Supplier has the right to request Attendo to cease using the Goods and/or Services. If the Supplier fails to implement the measures stipulated in items a)-c) above within a reasonable time or if the Supplier requests Attendo to cease using the Goods and/or Services, Attendo has the right to terminate the Agreement in whole or in part in accordance with clause 19.2 and, without limiting the generality of the relevant provisions of the Agreement, to claim damages for the costs that occurred as a result of and due to replacing the Goods and/or Services infringing third party intellectual property rights with similar goods and services.

8. Price

8.1. Attendo shall pay the price for the purchased Goods and Services specified in the Purchase Order and/or Delivery Contract. Such compensation may be made in the form of a lump sum or by periodic payments in accordance with the Purchase Order. The compensation under the Purchase Order shall constitute the Supplier's full reimbursement from Attendo with respect to the

purchased Goods, Services and all other obligations of the Supplier under this Agreement.

8.2. The Supplier shall only be entitled to price adjustments if such are specified in the Agreement.

8.3. Costs that are not explicitly specified in the Agreement as costs to be borne by Attendo shall be borne by the Supplier unless the Parties agree otherwise in writing or via e-mail where any such agreement is only binding on Attendo if made by Agreement Manager or Authorised Purchaser.

9. Invoicing and payment terms

9.1. After completed delivery and receipt of an accurate invoice, Attendo shall make payments in arrears against accurate invoices with the payment term of 30 days net.

9.2. Suppliers shall ensure that payments are made against electronic invoices. The Supplier is responsible for contacting Attendo's supplier accounts ledger, as well as any necessary third party, to set up a proper invoice procedure and to ensure that the invoicing format is in accordance with Attendo's templates and specifications.

9.3. Invoicing shall be made per order and per cost center, detailing the purchase. Each invoice shall include corporate information, shipping address, purchaser reference in terms of cost center (name and number), Purchase Order number, item numbers, and VAT number.

9.4. Special categories of personal data (e.g. health status), data regarding children under the age of 13 and/or social security number, shall not occur on invoices.

9.5. Attendo shall be entitled to give the Supplier additional reasonable instructions regarding invoice format from time to time.

9.6. No invoicing charges or other additional payments shall be applied. Beyond statutory value-added tax, which in applicable cases shall be borne by Attendo, the Supplier shall bear and pay all taxes, fees, levies, duties and charges owed to the authorities.

9.7. Attendo has the right to return an invoice and request a credit invoice if the invoice is not complete and the Supplier is responsible for completing the necessary information without any additional cost.

9.8. The Parties acknowledge that it is important to maintain their respective accounting and financial reporting. Invoices of ordered Goods and Services shall therefore be issued within three (3) months from the completed and approved delivery. The Supplier is not entitled to any payment from Attendo regarding any invoices issued after this deadline.

9.9. If timely payments are not made, the Supplier is entitled to interest from the due date in accordance with applicable law.

9.10. Individuals from Attendo's accounts payable department are authorized to represent Attendo regarding clauses 9.1-9.9 of this Agreement, and will contact the Supplier if any of these provisions are not observed.

10. Communication and notices

10.1. Communication concerning, for example, complaints, delivery delays or incorrect pricing and/or numbering on an invoice is primarily handled directly by the Authorised



- Purchaser and where no Authorised Purchaser is provided, by the Agreement Manager.
- 10.2. Written communication concerning the Agreement shall preferably be made via e-mail and shall be addressed to the Contact Persons. Regarding notices of termination of the Agreement or notices of alleged violations of the Agreement, the Supplier shall ensure that the contracts@attendo.se email address is copied to such emails in order for such communication to be considered as delivered. Where the Attendo group company party to this Agreement is incorporated in Finland, the following email address is to be copied instead: hankinnat@attendo.fi.
- 10.3. If a Party wants to replace its Contact Person, this must be communicated to the other Party's Contact Person in writing.
11. Statistics
- Supplier shall, upon Attendo's request and on a running basis according to Attendo's reasonable instructions, provide Attendo with statistics and other detailed information relating to Supplier's performance of this Agreement. The requested statistics and other detailed information shall be sent to Attendo no later than 15 working days after (i) Attendo's specific request, and (ii) the end of each reporting period where reporting is requested by Attendo on a running basis.
12. Supplier Code of Conduct (laws and policies)
- 12.1. Notwithstanding anything to the contrary in the Agreement, the Supplier warrants that the ordered Goods and Services shall be manufactured/performed in accordance with applicable laws and regulations. This shall also include the relevant requirements set out in the Supplier Code of Conduct regarding areas such as social responsibility (incl. working conditions), environmental performance, responsible operations (incl. fair competition, anti-bribery and anti-corruption) .
- 12.2. The Supplier undertakes to comply with the Supplier Code of Conduct in its operations including the operations of Supplier's subcontractors, affiliates etc.
- 12.3. The Supplier warrants that it will comply with sanctions and export control laws applicable with respect to all activities conducted under or in connection with the Agreement, including without limit those of the European Union, the United States and the United Nations.
- 12.4. The Supplier undertakes to be certified according to ISO9001 and ISO14001 or equivalent systems. An equivalent system may be the Supplier's own policies and routines for quality and the environment.
13. Agreement follow-up
- 13.1. Notwithstanding what is set out in the Agreement, on ten (10) working days' notice, the Supplier shall be able to share information with Attendo regarding areas such as (i) ownership, financial information, supply chain, management system (ii) the relevant requirements set out in clause 12 and (iii) the Supplier Code of Conduct regarding areas such as social responsibility (incl. working conditions), environmental performance, responsible operations (incl. fair competition, anti-bribery and anti-corruption) as well as corporate policies based on the relevant Attendo follow-up templates in use at the applicable time or on a specific information request.
- 13.2. Attendo reserves the right to visit the Supplier to conduct on-site audits and Supplier shall, on Attendo's request, supply Attendo, or a party appointed by Attendo, with relevant information concerning the requirements set out in the Supplier Code of Conduct
- 13.3. Through its auditor or other appropriate person, and after timely notice has been issued, Attendo has the right to access relevant information about the performance of this Agreement in order to control the Supplier's invoicing of Attendo.
14. Data protection
- If the Supplier processes personal data on behalf of Attendo under the Agreement, a data processing agreement shall be entered into between the Parties. If the Supplier does not process personal data on behalf of Attendo but receives personal data from Attendo and/or shares personal data with Attendo, the Parties shall agree on the terms of such data sharing as data controllers.
15. Intellectual property and branding
- 15.1. Neither Party has the right under the Agreement to make any use whatsoever of the other Party's brand, including trademarks, logotypes, company or brand names, without first securing written consent.
- 15.2. In the event such consent is provided, any use by one Party of the other Party's brand, including trademarks, logotypes, company or brand names or distinguishing features must be in accordance with instructions provided.
- 15.3. Unless otherwise set out the Agreement, the Supplier, where applicable, grants Attendo a limited, non-exclusive right necessary to use the Goods and/or Services in the territories where Attendo operates.
16. Force majeure
- 16.1. If the performance of a Party's obligations under this Agreement is prevented by unforeseen circumstances outside the Party's control, which were not reasonably foreseeable, such Party is relieved from any penalties and other sanctions under the Agreement with regards to the affected obligations resulting from such unforeseen events. Such circumstances include, for instance, material labour disputes, war, mobilization or large scale military summons, requisition, currency restrictions, insurrection, riots, pandemics and natural disasters. The foregoing shall not include circumstances that are related to any sub-contractors of the Supplier, unless such sub-contractors are prevented by unforeseen circumstances outside their control in the same manner as indicated above in this paragraph 16.1.
- 16.2. The Party wishing to rely on the force majeure exception under clause 16.1 shall notify the other Party immediately in writing about the relevant circumstance, the date on which it started, its likely or potential duration, and its effect on that Party's ability to perform any obligations under the Agreement.
- 16.3. If the relevant circumstance giving rise to the exemption under clause 16.1 prevents or delays the affected Party's performance of its obligations for a continuous period of



more than thirty (30) days, the other Party has the right to terminate the Agreement in accordance with clause 19.1, in whole or in part, with immediate effect by giving notice in writing.

17. Confidentiality

17.1. Each Party undertakes that it shall a) keep secret and not disclose or reveal any confidential information; b) not use or exploit the confidential information for any other purpose than the fulfilment of the Agreement without the prior written consent of the disclosing Party; c) not at any time disclose to external sources or parties any confidential information; d) promptly notify the other Party if it becomes aware of a breach of this confidentiality undertaking. The term "confidential information" refers to such information received by one Party from the other Party that a) is marked as confidential information; b) would be considered a trade secret; or c) that is confidential due to its financial, operational or legal nature and the misuse or dissemination of which could lead to irreversible damages for the other Party.

17.2. This commitment does not include information that a) is, or becomes, generally available to the public in any other manner than as a direct or indirect result of the information being disclosed by the the other Party (including its representatives, affiliates and employees) in breach of this Agreement; b) was lawfully in the possession of the receiving Party before the information was disclosed by the disclosing Party; c) is independently developed by the receiving Party; d) or is required to be disclosed by applicable laws or regulations, an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body, including municipality authorities, or any taxation authority of competent jurisdiction or by rules of any listing authority or stock exchange to which the receiving Party is subject, subject to reasonable prior notice to the disclosing Party, unless applicable laws or a court order prohibits such notice.

17.3. Attendo has the right to disclose confidential information to another entity in the Attendo group to the extent necessary for the exercise of Attendo's rights and fulfilment of its obligations under the Agreement and related operational and financial planning, financial reporting, accounting and compliance. The Parties, subject to clause 17.4, may disclose confidential information to their professional advisors and consultants, contractors and sub-contractors involved in upholding the Agreement on a strictly need-to-know basis.

17.4. Each Party undertakes to ensure that those of its employees, professional advisors and consultants, contractors and sub-contractors involved in upholding the Agreement are subject to corresponding confidentiality agreements. In addition, each Party shall introduce the measures necessary to limit access to the other Party's confidential information only to those for whom such access is necessary in order to fulfil obligations under the Agreement.

17.5. This confidentiality obligation is valid during the term of the Agreement and for a period of five (5) years thereafter.

18. Liability insurance

18.1. The Supplier shall, at its own expense, maintain in force liability insurance common for the industry during the term of the Agreement, the performance hereunder and under a reasonable period of time after the termination or

expiry of the Agreement, covering all operations that are related to the Agreement and required by applicable laws and regulations (including collective agreements). The liability insurance shall cover general liabilities and product liabilities, including, as applicable, (i) product safety, (ii) cargo, (iii) consultancy liabilities, (iv) cybersecurity insurance regarding the provision of IT services, (v) protection against the requisition of assets, as regards damages for which the Supplier, or party for whom the Supplier is responsible, is accountable, (vi) any person or organisation acting on behalf of the Supplier, property in care, custody, control or possession of the Supplier, sudden and accidental pollution, bodily injury and property damage resulting from professional services, (vii) access and restoration costs, (viii) erection all risk (EAR), (ix) crime. Unless otherwise agreed by the Parties in the Agreement, each applicable liability insurance shall cover an adequate amount in relation to the risks under the Agreement and at least an amount required by relevant trade association (even if the Supplier should not be a member of such organisation) or otherwise considered as standard in the practices, customs and traditions of Supplier's industry. Notwithstanding the foregoing, the amount to be covered by the relevant liability insurance shall under no circumstances be less than 100% (one hundred percent) of the Agreement's value.

18.2. On Attendo's request, the supplier shall provide Attendo with: (i) written confirmation that the Supplier has paid the liability insurance premiums; (ii) written confirmation that the liability insurance is active and insured amounts have not been reduced or otherwise negatively affected; and (iii) the insurance certificate issued by the insurance company or insurance broker specifying the terms and scope of the liability insurance.

19. Termination at will

19.1. Either Party may, in whole or in part, terminate the Agreement with immediate effect by giving written notice to the other Party if:

- a) the other Party fails to uphold its obligations under the Agreement, which breach being irremediable or (if such breach is remediable) fails to remedy that breach within a period of twenty (20) days after being notified in writing to do so;
- b) the other Party suspends payments of its debts, is going bankrupt, is liquidated or can be expected to become insolvent; or
- c) the circumstances set out in clause 16.3 become applicable.

19.2. Attendo has the right to, in whole or in part, terminate the Agreement with immediate effect or with a notice period considered by Attendo as reasonable by giving notice in writing to the Supplier if:

- a) the circumstances provided in clause in 5.3, 6.2 or 7.3 are applicable or if the Supplier is in breach of clause 12.1, 12.2 or 12.3;
- b) the Supplier, according to Attendo's objectively justified and reasonable belief, is damaging or risks damaging the Attendo brand;
- c) the Supplier acquires or is acquired by an enterprise that directly or indirectly competes



with Attendo. This also applies to acquisitions of assets and liabilities.

- d) any court of competent jurisdiction or any regulatory, judicial, governmental or similar body (including municipality authorities) or any taxation authority of competent jurisdiction requires the Agreement or any part thereof to be terminated.

20. Decommissioning period

20.1. Upon a partial or whole termination of the Agreement, for whatever reason, a decommissioning period of, unless otherwise agreed, a maximum of three (3) months shall commence if Attendo requests so in writing. During the decommissioning period the Parties shall dissolve their cooperation and enable Attendo to either self or with a third party supplier, continue to produce or purchase the goods and/or services equivalent to the Goods and/or Services after the end of the decommissioning period.

20.2. The Parties shall, immediately after the commencement of the applicable notice period or otherwise promptly, agree in good faith on a decommissioning plan that the Parties develop jointly (together with a new supplier if relevant) in good time prior to the commencement of the decommissioning period. The decommissioning plan shall ensure the purpose defined in clause 20.1 and include the handing over of experience and documentation (knowledge transfer), after Supplier has been given the opportunity to delete information in the documentation that is to be considered as the Supplier's confidential information save for material belonging to Attendo.

20.3. The Supplier shall during the decommissioning period assist Attendo in the transition of the purchase of the Goods and/ or Services to the extent needed to make the transition as seamless as possible. During the decommissioning period, the Parties' rights and obligations under the Agreement shall continue to apply, save for the purchase of Goods and/or Services completely transferred during the decommissioning period to Attendo or a third party supplier.

21. Assignment of the Agreement

21.1. Neither Party shall assign, transfer or mortgage, either completely or partially, any or all of its rights and obligations under the Agreement to a third party without the prior written consent of the other Party.

21.2. Notwithstanding the foregoing in clause 21.1, Attendo retains the right to assign this Agreement, completely or partially, to other enterprises which may from time to time become part of the Attendo group.

22. Waiver

No waiver by either Party of any breach of the Agreement shall be considered a waiver of any subsequent breach of the same or any other provision. Notwithstanding the generality of the foregoing, any failure by Attendo to answer a question or communication from the Supplier about a delayed or otherwise faulty delivery shall not affect Attendo's right to exercise its rights under the Agreement.

23. Severability

In the event that any provision of the Agreement should become invalid, only the affected provision shall be considered invalid while the remaining provisions shall remain in force. The Parties shall in such a case immediately conclude a new agreement that replaces the invalid provisions and as far as is possible ensures through its content an equivalent result reflecting the Parties' original intention.

24. Dispute resolution

24.1. All disputes shall be determined according to the respective material law applicable in each country to which the Goods are delivered or in which the Services are performed, unless a) such country is outside the EU/EEA; or b) more than one country's material law would be applicable to a dispute in which case, unless the Parties agree otherwise, Swedish material law shall be applicable.

24.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the

- a) Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"); or
- b) Arbitration Rules of the Finland Chamber of Commerce (the "FAI") if the Attendo group company party to this Agreement is incorporated in Finland.

24.3. If the dispute under clause 24.2.a) concerns an amount of no more than 200,000 SEK, the SCC rules for expedited arbitration shall be used, or if the dispute under clause 24.2.b) concerns an amount of no more than 20,000 EUR the FAI's rules for expedited arbitration shall be used. If the dispute under clause 24.2.a) concerns an amount of more than 200,000 SEK, the SCC's rules for arbitration shall be used, or if the dispute under clause 24.2.b) concerns an amount of more than 20,000 EUR, the FAI's rules for arbitration shall be used. The arbitration panel shall include one (1) arbitrator if the dispute concerns an amount of less than 1,000,000 SEK in the application of clause 24.2.a), or 100,000 EUR in the application of clause 24.2.b). If the dispute concerns an amount of 1,000,000 SEK or more in the application of clause 24.2.a), or 100,000 EUR or more in the application of clause 24.2.b), the arbitration panel shall consist of three (3) arbitrators. The disputed amount shall consist of the claim from the claimant in the request for arbitration, as well as counterclaims in the answer to the request for arbitration.

24.4. For a dispute under clause 24.2.a) the seat of arbitration shall be in Stockholm, Sweden and the language to be used in the arbitral proceedings shall be English. For a dispute under 24.2.b) the seat of arbitration shall be in Helsinki, Finland and the language to be used in the arbitral proceedings shall be Finnish.