

Terms & Conditions/Privacy Policy

1. Background and Scope

These General Terms and Conditions apply when UWP Digital provides digital marketing services to a corporate customer (the "Client"). They will apply each time that you ask us to do work for you or carry out a Service. The marketing service/services are specified in an agreement between UWP Digital and the Client (the "Service Agreement").

UWP Digital and the Client are hereafter individually referred to as a "Party" and collectively as the "Parties".

2. Definitions

In this Agreement, including its appendices, the following capitalized terms shall have the meaning given below:

The "Agreement": the Service Agreement includes these General Terms and Conditions as well as all accompanying appendices.

The "Contract Period": as stated in the Service Agreement.

The "Assignment": the relevant digital marketing service/services as specified in the respective Service Agreement.

3. The nature and scope of the Assignment

The nature and scope of the Assignment UWP Digital shall perform the Assignment in its own name but on behalf of the Client.

The Client is aware that a prerequisite for UWP Digital to commence the Assignment on the agreed start date, is that the Client fulfills its obligations in accordance with this Agreement.

You acknowledge that electronic services are subject to interruption and breakdown and all non-electronic services are subject to disruption, and therefore:

- the Services will not be error-free or uninterrupted, and your access to the Service and the operation of the Service will not be error-free or uninterrupted.
- UWP Digital reserves the right to continue to provide the Services and/or invoice you for the Services in the event of any disruption, other than a disruption caused by UWP Digital's negligence or willful acts or omissions.

4. Services

The Services that UWP Digital provides to you, and any specific terms, may include some or all of the following:

- clause 12 – Search Engine Optimisation (SEO);
- clause 13 – Digital Advertising;
- clause 14 – Social Media Marketing (SMM);
- clause 15 – Digital Marketing Strategy, and Analytics;
- clause 16 – Video Creation;
- clause 17 – Website development;
- clause 18 – Branding;
- clause 19 – PPC;
- clause 20 – Mobile Promotion;
- clause 21 – Advertising on TikTok.
- You acknowledge that electronic services are subject to interruption.

5. Content and materials supplied by you

You must supply to us all required materials you want us to use in the Service and all other content and materials UWP Digital reasonably requests (Client Content) in a timely manner.

You must supply all Client Content in the following digital format/s:

- text/copy: Microsoft Word or Rich Text (clearly labeled and in correct order);
- tables: Microsoft Excel (clearly labeled and in correct order);
- images: high resolution where possible (JPEG, PNG files);
- logos: vector format (Illustrator EPS/AI);
- diagrams/maps: vector format (AI) or (JPEG files);
- if required, access your current website and database via SSH, FTP, and/or CMS/hosting control panel login;
- brand style guidelines (if applicable);
- video content (if available).

UWP Digital may charge Additional Costs if the Client Content is not provided in the appropriate format or if the material is not supplied when requested.

You warrant that the materials or content you provide to us, or that are provided to us on your behalf, will not: breach any rights (including Intellectual Property Rights or Moral Rights) of any third party; or compromise the security or operation of our computer systems, through a virus or otherwise.

6. Purchase of stock images, fonts, photography, audio, or video

Unless specified in the Pricing Structure, the Fees do not include any searches or purchase of stock images, commercial fonts, photography, audio, or video.

You can provide stock images, commercial fonts, audio, or video, or UWP Digital can purchase them on your behalf. When any stock images or commercial fonts are purchased on your behalf, UWP Digital will be the license holder and the image or font can only be used under the terms of the license/s.

You indemnify, and agree to keep UWP Digital, its directors, officers, and employees indemnified, against all Loss arising out of the breach of these licenses.

Standard stock images will be charged according to our current stock image rates.

Costing for any font, photography, audio, or video required will be provided for approval separately via a Variation Notice.

Ownership of the finished photography, audio, or video will be transferred to you upon full payment of all issued invoices.

UWP Digital retains ownership of all working files.

7. UWP Digital obligations

UWP Digital shall, within the scope of the Agreement, provide the following: According to the description of the Assignment, execute digital marketing based on the Client's business goals, during office hours Monday – Friday normally between 08.30 – 17.00 CET.

8. The Client's obligations

The Client provides UWP Digital with all required material and information to perform the Assignment.

To limit the risk of infringement of third party intellectual property rights, breach of marketing/advertisement regulations regarding reputational freeloading or such, the Client undertakes, if applicable to the Assignment, to provide UWP Digital

with information on advertising content and/or keywords not to be used in the marketing. This also applies in those cases where UWP Digital assumes administration of existing accounts that the Client previously has with/on search engines or other advertising media (UWP Digital will not take responsibility for any such existing advertising content or keywords).

9. Notably on the Client's requests

In case the Client has specific requests on what kind of advertising content and/or keywords UWP Digital should use on behalf of the Client in digital marketing, the Client shall inform the contact person at UWP Digital in writing. However, UWP Digital reserves the right to completely remove or modify such advertising content and/or keywords. The Client shall indemnify UWP Digital from and against all damages that may arise due to third party claims on account of such advertising content/keywords.

10. Your approval & implementation

Your approval and implementation may be required for a number of items (Approval & Implementation Item) presented to you:

- Service brief;
- keyword recommendations;
- local SEO report;
- on-page SEO report;
- ad text;
- ad targeting;
- ad creative;
- design concepts (and your choice of one of them);
- each updated version of the chosen design concept;
- implementation of conversion tracking code;
- landing page or website development;
- completed design;
- variation Notices; and
- any other item for which UWP Digital requests your approval.

When UWP Digital provides you with any Approval Item, you must notify us in writing whether you do or do not accept the completed Approval Item.

You will be deemed to have accepted the Approval Item if UWP Digital does not receive a response from you, within 5 business days.

Your acceptance of the completed Approval Item in accordance with Section 10 means that the Approval Item is complete, and no further amendments are necessary. However, UWP Digital will not proceed to the next stage of the Service until UWP Digital receives your approval to proceed.

There may be Additional Costs in having to reschedule services, and staff or facilitate continuance due to unplanned delays in obtaining approval. If unable to perform continuance, the Client may have to pay a shutdown and subsequent restart fee commensurate to the labor and resource costs incurred.

11. Finance and payment

The Client will reimburse UWP Digital for the execution of the Assignment in accordance with the UWP Digital price model as set out in the Appendix to the Service Agreement.

UWP Digital invoices 50% of the project fees when the project is booked and 50% when the service (setup) is complete. Monthly fees are invoiced before the start of each period. During the monthly meetings, we will review if more hours are needed to fulfill the service. We will inform you in advance if this happens. If media spending is paid through UWP Digital, the ad budgets are invoiced before the start of each period.

The payment terms are 30 days net if not otherwise agreed upon. Applicable VAT is added to all prices.

Any additional services or modifications to the project are offered and agreed upon separately. Changes to the campaign times, timing, or services included may result in changes in fees. If the client wants to postpone or cancel a placed order for reasons not related to UWP Digital, no crediting or refund is guaranteed. Changes to project scope, timings, or campaign time may involve additional charges for the Client. By accepting this offer the Client also accepts the UWP Digital General Terms.

If during the course of our engagement there are changes in the Specifications of the Service, the changes will be treated as a Variation.

Where a Variation occurs UWP Digital reserves the right to halt work and review the Service costs. UWP Digital will discuss the Variation with you and where required will issue a Variation Notice which is to include the modifications to the

Specifications and any associated costs. UWP Digital will not proceed with the Services until UWP Digital receive your written approval to proceed.

Examples of Variations include:

- introduction of additional requirements not discussed during the onboarding process i.e. branding deliverables, the introduction of video imagery, ad text, ad design, and Digital Marketing Campaign focus;
- costs for commercial fonts, photography, audio, and video;
- additional Service management time;
- unplanned delays in obtaining approval, Client Content, or feedback resulting in UWP Digital
 - having to reschedule services, staff, or facilitate continuance;
 - overtime required to meet deadlines due to delays by the Client providing approval, Client Content, or feedback;
 - development work.

It is our process to include Service management time in all quotes, but from time to time UWP Digital is required to not only manage the UWP Digital team but also manage your team. This is generally not known at the time of quoting and may be treated as a Variation.

If during the course of our engagement there are small changes in the Service, UWP Digital will contact you and provide an estimate of the Additional Costs for these small changes.

Where possible, UWP Digital will attempt to obtain approval from you prior to undertaking the additional work. However, in some cases due to deadline and availability constraints, this may not be possible and UWP Digital may proceed with the work without obtaining approval.

Additional Costs will be invoiced separately to the Client on an ad hoc basis, charged at current Professional Hourly Rates.

Examples of Additional Costs include:

- content not in the appropriate format;
- extra workshops or workshops requiring additional hours;
- requested additional design concepts/alternations;
- requested changes to the design after final approval has been requested or provided;
- uploading and styling/layout of additional Client Content;

- additional meetings and travel time.

You agree that once you have approved the list of key phrases for optimization and use in the provision of the Services by UWP Digital, no changes can be made to that list during the duration of the Services.

12. Search engine optimization (SEO)

Our Search Engine Optimisation Services may include:

- Keyword research & Keyword recommendations;
- Local SEO Report;
- On-Page SEO Report;
- Copywriting & Content Generation;
- Creation of Google Analytics account;
- Implementation of Conversion Tracking Code;
- Creation of Google Search Console account;
- Creation of text ad copy and ad extensions;
- Link Building;
- On-going optimization and Digital Marketing Campaign analysis;
- Monthly Progress Report (on request).

13. Digital Advertising

Our Digital Advertising Services may include:

- Creation of Facebook ads and Google ads including image design and ad copy;
- Set up of interest and demographic audiences for Digital Marketing Campaign targeting;
- Creation of ad banners;
- Creation of Google AdWords account;
- Creation of a Facebook ad account within UWP Digital's business manager account;
- Setup of conversion tracking and remarketing tags;
- Implementation of Conversion Tracking Code;
- Set-up of audience and/or display placement targeting;
- On-going optimization and Digital Marketing Campaign analysis;
- Monthly Progress Report (on request).

14. Social Media Marketing

Our Social Media Marketing Services may include:

- Creation of Facebook ads including image design and ad copy;
- Creation of a Facebook ad account within UWP Digital's business manager account;
- Set up conversion tracking in Google Analytics;
- Implementation of conversion tracking code & Facebook pixel;
- Set up specific remarketing lists using data from your Facebook pixel;
- Set up of interest and demographic audiences for Digital Marketing

Campaign targeting;

- Social media review, analysis, and strategy development;
- Social media campaigns, blogs, content creation, client engagement, and/or profile management for Facebook, Twitter, LinkedIn, or other social media platforms;
- Social media analytics;
- Monthly Progress Report (on request).

You will provide access to your social media accounts or permission for us to set up accounts on your behalf.

15. Digital Marketing Strategy, and Analytics

Our Digital Marketing Strategy, and Analytics services may include:

- Digital marketing audits;
- Digital marketing strategy development;
- Digital marketing strategy implementation;
- Content analytics;
- Content strategy;
- Google analytics;
- Reputation management.

16. Video Creation

Our Video creation services may include:

- Commercial video creation;
- Product/Services video creation;

- Motion video creation;
- Mobile video advertising.

17. Website development

Our Website development services may include:

- Landing Page or Website Development;
- Website Maintenance;
- Creating website design;
- eCommerce development;
- Copywriting & Content Generation;
- Responsive Web Design;
- Integration between various platforms;
- Monthly Progress Report (on request).

18. Branding

Our Branding services may include:

- Creating a brand book;
- Branding marketing strategy development;
- Branding marketing strategy implementation;
- Positioning definition;
- Creating a tone of voice;
- Creating a graphic design: a logo, corporate identity, product labels, packaging;
- Influencer marketing;
- Media advertising.

19. PPC (Display Advertising)

Our PPC services may include:

- Creation of display banners;
- Creation of Google AdWords account;
- Setup of conversion tracking and remarketing tags in Google Analytics;
- Implementation of conversion tracking code;

- Set-up of audience and/or display placement targeting;
- On-going optimization and digital marketing campaign analysis;
- Monthly progress report (on request).

20. Mobile Promotion

Our Mobile Promotion services may include:

- Set up of interest and demographic audiences for Mobile Promotion targeting;
- Creation of ad banners;
- Work with reviews on App Store and Google Play;
- Search and collection of keywords and relevant queries from users for mobile app promotion;
- Content marketing;
- On-going optimization and Mobile Promotion Campaign analysis;
- Monthly Progress Report (on request).

21. Advertising on TikTok

Our TikTok services may include:

- Full marketing analysis of the market and competitors in TikTok;
- TikTok strategy development;
- Video content creation for the TikTok account;
- Launching an advertising campaign on TikTok;
- Budget planning;
- Full-page maintenance and optimization;
- Monthly report (upon request).

22. Reporting

UWP Digital shall submit reporting to the Client regarding the result of the digital marketing as agreed.

23. Scheduling, production, and service management

If UWP Digital considers it to be necessary, UWP Digital will develop a production schedule for the Services. UWP Digital will use reasonable commercial endeavors to carry out the Services in accordance with that schedule.

If you delay in providing the approval, implementation, Client Content or feedback UWP Digital requires, then this may result in:

- a change in the delivery deadline set out in the production schedule; or
- if the delivery deadline cannot be changed, a Variation Notice will be issued, including necessary overtime costs.

24. Intellectual Property Rights

All Intellectual Property Rights in Service Intellectual Property vest in, or will upon their creation vest in UWP Digital.

UWP Digital grants you a non-transferable, non-exclusive license to:

- publish one copy of the Service and supporting Service Intellectual Property unless otherwise stated by UWP Digital; and
- use and reproduce the other Service Intellectual Property;
- You must not, without our prior written consent:
- adapt, create derivative works from or merge the template or other Service Intellectual Property;
- use the Service Intellectual Property for any purpose other than the specific purpose for which UWP Digital has provided it;
- reverse engineer, disassemble or decompile the Service Intellectual Property;
- distribute, lend, resell, transfer, assign or sublicense the Service or other Service Intellectual Property, or allow any other person to use it except in the course of visiting the Service; and
- remove or attempt to remove any proprietary or copyright notices or any labels on the Service or other Service Intellectual Property;
- Any Landing pages that are created by UWP Digital, for paid marketing campaigns, will be hosted by UWP Digital only for the duration of the paid marketing campaign.

The supply of raw/editable files is at the discretion of UWP Digital. Additional Costs will apply and may be based upon a percentage of the original Pricing Structure, or a retrieval and release fee.

Stock images and commercial fonts remain the property of UWP Digital, under license or its licensors at all times and are governed under licensing restrictions and rules, and are not transferrable.

All ad text, ad targeting, ad creative, and all ad accounts remain UWP Digital's; UWP Digital does not warrant that your use of the designs, materials, or content produced by us for you in the course of the Service will not infringe any third party's Intellectual Property Rights or any person's Moral Rights, but UWP Digital will advise you if UWP Digital become aware of any infringement.

You agree to carry the UWP Digital logo or UWP Digital text hyperlink in or under the website footer.

You agree to allow UWP Digital to use the Services provided for promotional and portfolio purposes.

As part of the Services, UWP Digital may place your company logo and case study on its corporate website or promotional collateral for promotional purposes and you irrevocably authorize UWP Digital to do so.

You agree to provide feedback or testimony upon request after the release/closure of the Service.

25. Confidentiality

The Parties shall observe secrecy regarding the terms and conditions of this Agreement, arbitration according to this Agreement, information on negotiations, arbitration, or mediation due to this Agreement, as well as any confidential information received from the other Party, except in relation to professional advisers, insurance companies, etc. provided that they are obliged to observe the corresponding confidentiality regarding the information received. Furthermore, secrecy does not apply to information that is or will be, generally known in other ways than through either Party's breach of contract or, if applicable, by law.

For this Agreement, "confidential information" means any information - technical, commercial, or of other nature - irrespective of whether the information is documented or not, except for: information that is, or will be, generally known through other ways than either Party's breach of contract information, that a Party can prove was already known before receiving it from the other Party.

Each party must take all steps and do all such things as may be necessary, prudent, or desirable to safeguard the confidentiality of the Confidential Information of the other party.

26. Termination of Agreement

Upon signature by both parties, this agreement shall enter into force immediately and shall remain in effect until the requested services have been completed in full.

The term will automatically renew for subsequent periods of the same duration unless either party gives the other party written notice terminating the agreement 30 days prior to the expiration of the term or both parties agree in writing to vary the Services provided.

A party may terminate this agreement by notice in writing to the other party if:

- the other party commits a material breach of this agreement that is capable of remedy (including failure to pay any amount due under this agreement) and fails to remedy that breach within [14] days after receiving notice from the other Party to do so;
- the other party commits a material breach of this agreement that is not capable of remedy; or
- the other Party becomes Insolvent.

UWP Digital may terminate this agreement if:

- you do not provide any information or materials requested within a reasonable time after being asked to do so; or
- UWP Digital considers that mutual confidence and trust no longer exist.

Upon termination of this agreement:

- our obligation to carry out the Service ceases;
- each party's rights and obligations accrued prior to termination are not affected;
- the license granted ceases;
- any unpaid invoice owed to UWP Digital must be paid, including for any minimum term;
- each party must immediately return to the other party (or destroy or delete as the other party directs) all Confidential Information of the other party in its possession or control, except to the extent that the party needs to keep such information to comply with its record-keeping obligations; and
- except as provided above and in sections 24, 21, 22 and 28 will continue.

27. Limitation of Liability and Warranty

To the fullest extent permissible by law, UWP Digital is not liable (whether in contract or tort) for:

- faults or defects in any services or goods provided by third parties in connection with this agreement; or
- any indirect, special, or consequential loss (including loss or corruption of data, loss of profits, revenue, goodwill, anticipated savings, and business interruption) however arising, whether or not UWP Digital knew of the possibility of such loss and whether or not the such loss was foreseeable.

To the fullest extent permissible by law, in no event will UWP Digital's liability in contract, tort (including negligence and breach of statutory duty), or otherwise arising out of, or in connection with, this agreement exceed the amounts actually paid by the Client to UWP Digital for the Service;

UWP Digital makes no warranties regarding the likelihood of success of marketing or promotional activity undertaken pursuant to the agreement.

Without limiting the above, UWP Digital will use its reasonable endeavors to optimize the performance of your Digital Marketing Campaign, however, UWP Digital gives no warranties and makes no guarantees in respect of the performance of your Digital Marketing Campaign. You acknowledge that:

- search engine results and ad position will vary for each of the search engines and social media platforms;
- the algorithms of each search engine and social media platform may change unexpectedly from time to time;
- and this is out of the control of UWP Digital

To the fullest extent permitted by law, the liability of UWP Digital for a breach of a non-excludable condition is limited to:

in the case of the provision of services:

- the supplying of the services again; or
- payment of the cost of having the services supplied again.

in relation to goods:

- the replacement of the goods or the supply of equivalent goods;
- the payment of the cost of replacing the goods or acquiring equivalent goods; or

- the repair of the goods or the payment of the cost of having the goods repaired.

To the full extent permitted by law, UWP Digital excludes all liability for the infringement of the Intellectual Property rights of any third party arising from any of the material or content published during the performance of the Services;

- liability for misrepresentation or negligence arising from detrimental reliance on any of the material or content published in accordance with the performance of the Services. It is your responsibility to thoroughly check and gain independent expert advice on the suitability or correctness of the material to be published as part of the performance of the Services;

- liability in respect of loss of data, 3rd party integration failure, breach of our security, interruption of business, or any consequential or incidental damages; all representations, warranties, or terms (whether express or implied) other than those expressly set out in the agreement.

UWP Digital's total aggregate liability for all claims relating to the agreement is limited to the price for the Services payable under this agreement.

Either party's liability for any claim relating to the agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

28. Force Majeure

A Party is released from liability for failure to fulfil its obligations under the Agreement, if the failure is due to the circumstances specified below and the circumstance prevents, significantly obstructs or delays their execution. Such circumstances are for example government action or omission, new or amended legislation, labour market conflict, blockade, fire, flood or accident of major extent. It is up to the Party that wishes to invoke an exemption as stated above, to notify the other Party in writing without delay of the appearance or the termination of such exemption.

29. Amendments and modifications

UWP Digital has the right to modify or amend these General Terms and Conditions. Such modification or amendment shall be notified to the Client in writing, by letter or e-mail, at least two (2) weeks before it enters into force. If the Client does not approve of a modification or amendment that is to the disadvantage

of the Client, the Client is entitled to terminate the Agreement in writing no later than one (1) month after such notice, with effect from the date the modification would have entered into force. If such termination does not occur, the new terms and conditions are deemed approved by the Client.

Notwithstanding the provisions of item, UWP Digital has the right to make modifications or amendments that are not to the Client's disadvantage or where such disadvantage is of minor importance to the Client. Such modifications or amendments enter into force one (1) month after being publicly notified on UWP Digital webpage, www.UWP Digital.digital

30. Other conditions

Assignments: The Client's rights and/or obligations under this Agreement may not be assigned or pledged without the written consent of the Parties. The Parties may transfer their rights and obligations under this Agreement to companies within the same corporate group

Entire agreement: The Parties represent that with respect to the subject matter hereof, the Agreement constitutes the sole and exclusive understanding of the Parties and supersedes all prior agreements, arrangements, or understandings relating to the subject matter.

Recruitment Prohibition: The Client undertakes, during the term of Agreement and for a period of six (6) months thereafter, not to actively seek to employ or otherwise engage (other than through UWP Digital) personnel employed by UWP Digital or other companies of the corporate group in which UWP Digital is included. This commitment, however, does not prevent the Client from hiring persons who, on their own initiative, seek employment with the Client, for example, after advertising in the press.

If the Client violates the recruitment prohibition as described above, and the Client actually hires or otherwise engages personnel employed by UWP Digital, the Client is required to pay a fine to UWP Digital at every occurrence. The fine is equivalent to six (6) times the price base amount according to the Public Insurance Act (1962: 381) at the time of the breach of contract. The issuance of a penalty under the recruitment prohibition does not affect UWP Digital's right to impose other penalties for violations of other parts of the Agreement.

31. Governing Law and Dispute Resolution

The Agreement shall be governed by and construed in accordance with substantive laws of Swedish. Any dispute arising out of this Agreement shall be finally settled by arbitration in the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute").

The rules for Simplified Arbitration of the Institute shall apply unless the Institute, considering the severity of the case, the value of the dispute and other circumstances, determines that the Rules of the Stockholm Chamber of Commerce's Arbitration Institute shall apply to the proceedings. In the latter case, the Institute shall also decide whether the arbitration board shall consist of one or three arbitrators. The arbitration proceedings shall be held in Stockholm.