

GENERAL TERMS FOR LANGUAGE TRAINING

I GENERAL

These terms regulate the relationship between SpeakCharlie AB, Reg. No. 556990-0102, Åsögatan 165, 116 32 Stockholm ("SpeakCharlie") and the customer ("Customer"), each referred to as "Party" and jointly referred to as the "Parties". These general terms (the "General Terms") together with the provided "Confirmation of order" (Sw. Orderbekräftelse) constitute the agreement ("Agreement") between the Parties. Specific conditions set out in the Confirmation of Order shall prevail over the General Terms.

Any differing conditions or terms of the customer are herewith objected to and shall not apply. Any agreement affecting the execution of this contract must be in writing.

SpeakCharlie is a company active in the development and supply of language training to institutions and companies (the "Service"), which is tailored for professionals with the ambition to allow the transfer of newly acquired language skills into both working and everyday life.

SpeakCharlie uses a blended learning approach with a combination of language coach-led sessions and digital tools. This enables an interactive learning experience and offers engaging language training. SpeakCharlie matches language learners with coaches with different educational and professional backgrounds to create a conducive learning experience. The methodology of the company focuses on interactive and situation-based lessons with a focus on subjects relevant to the language learner.

2 SPEAKCHARLIE'S OBLIGATIONS

SpeakCharlie is responsible for ensuring that the Service is conducted in a professional manner in accordance with good practice within the industry. SpeakCharlie does not agree to any commitments that are not expressly stated in this Agreement.

3 SCOPE OF THE SERVICE

3.1 Location of Provided Service

The Service will be provided at a location agreed by the Parties. SpeakCharlie has the right to charge for travel expenses. The Customer undertakes to furnish a suitable space at its offices,

where the Service can be provided. Such a location shall be equipped with a whiteboard or notepad, a screen, internet, and adequate pens.

3.2 Changes to the Timetable

Any changes to the agreed timetable on the Customer's behalf are to be notified by the Customer to SpeakCharlie at:

- 1 week in advance, for the Essential package,
- 3 days in advance for the Essential Plus package and the Professional package, and
- 24 hours in advance for the Premium package.

The Parties will then discuss scheduling a new session. Late cancellations and changes communicated outside this time frame will not entail rescheduling the canceled session. Such a session will instead be considered completed. Not more than 25 % of the sessions (rounded up to the next integer) may be rescheduled by the Client.

In the event that SpeakCharlie needs to reschedule a session, SpeakCharlie shall use reasonable effort to provide a substitute language coach who can complete the session in accordance with the agreed timetable. Should SpeakCharlie fail to find a suitable substitute, SpeakCharlie shall as soon as reasonably possible inform the Customer thereof and offer the Customer the opportunity to complete the session at another point in time. No other remedies than rescheduling a session shall be available to the Customer.

In the rare event SpeakCharlie should reschedule more than 25% of the sessions (rounded up to the next integer) due to the inability to offer a substitute language coach, the Customer shall be entitled to immediately terminate the Agreement and demand repayment of any part of the Service Fee applicable to not yet completed sessions of the particular course. However, instead of having a substitute, the Customer may choose to reschedule the session with the ordinary language coach. If the Customer wishes to do so, that session will be counted as completed regularly and not rescheduled on either the Customer's behalf or on SpeakCharlie's behalf. Accordingly, sessions that count as regular will not entitle the Customer to terminate the agreement. All the sessions shall have taken place no later than an additional 2 weeks from the scheduled end of the course. Sessions not undertaken within the time frame will be counted as completed.

3.3 Modifications to Participant Enrollment

The Customer has the flexibility to adjust participant enrollment in the course. Participants can be removed from the course up until its commencement. Additionally, new participants can be

added within the first five sessions of the course. It is the responsibility of the Customer to promptly notify SpeakCharlie of any participant changes. Please note that no reimbursement will be provided for participants who drop out after the first session.

3.4 Digital tools

In addition to the learning sessions, SpeakCharlie will provide the Customer's participants (each a "Talent") access to digital tools (the "Digital tools"). The Digital tools are complementary learning tools, which can be used by the Talent between the sessions in order to improve their learning curve and maximize the outcome of the Service. The Talent will be granted access to the Digital tools during the course. Should access to the Digital tools be desired sooner, i.e. before the first session, the possibility of such access shall be discussed and agreed upon between the Parties. Log-in details to the Digital tools will be provided to the Talent's email addresses. As the Digital tools is supplied by a third-party provider, SpeakCharlie cannot guarantee the availability of the Digital tools. However, should the Digital tools not be available, the customer will get access to the Digital tools after the course ends. The access will be accordingly to how many days the tools haven't been working. One day of non-working tools will result in one extra day of access after the course.

3.5 Labs

The Corporate Communication and Swedish Pronunciation Labs are provided exclusively for participants enrolled in the Swedish courses under the Professional and Premium packages. These labs are intended to enhance participants' proficiency in business communication and pronunciation within a Swedish context.

Participants have the option to attend biweekly drop-in sessions. Attendance at these sessions is at the discretion of the participants. Additionally, for those enrolled in the Premium Package, up to one (1) personal 60-minute session per month is available during the course period, offering individualized attention and guidance.

Access to the Corporate Communication and Pronunciation Labs is granted for the duration of the course period except for the month of July. It is the responsibility of the participants to utilize the sessions within this timeframe.

4 SERVICE FEE

The Customer is obligated to pay the agreed fee for the Service (the "Service Fee") not later than 30 days after the date of the invoice. The Customer undertakes to pay VAT in addition to the Service Fee. The invoice will be sent before the course starts.

Any late payment by the Customer shall be subject to a late payment charge in accordance with the Swedish Interest Act (Sw. räntelagen).

5 INTELLECTUAL PROPERTY RIGHTS

SpeakCharlie hereby grants to the Customer a non-exclusive right to access the Digital tools in accordance with this Agreement. The Customer may not in any way modify or alter the Digital tools.

All intellectual property rights and other rights, including without limitation patents, design rights, trademarks, copyright and know-how, relating to the Service and any and all documentation related thereto shall at all times be the exclusive property of SpeakCharlie.

Nothing in this Agreement shall constitute or be construed as a transfer of ownership of any of SpeakCharlie's intellectual property rights or other rights or to otherwise give the Customer any proprietary rights to SpeakCharlie's intellectual property rights.

6 NOTICES

SpeakCharlie is, in addition to other means, entitled to send all notices, requests, demands, approvals, waivers, and other communications under this Agreement to the Customer through the contact person or reference mentioned in the Confirmation of Order.

7 LIMITATION OF LIABILITY

Other than explicitly set out in this Agreement, SpeakCharlie shall not be liable for any damage, cost or loss incurred by the Customer due to defects in the Services or in connection with this Agreement, unless caused by gross negligence or willful misconduct. In any event, SpeakCharlie's liability shall be limited to the Service Fee.

If the Customer becomes aware of a matter or circumstance which is likely to give rise to a claim against SpeakCharlie, the Customer shall give immediate notice to the SpeakCharlie specifying that matter or circumstance in reasonable detail, and setting out such other facts as the Customer deems necessary, as soon as reasonably practicable after it becomes aware of that matter or circumstance and the fact that it constitutes a breach of contract. Any failure by the Customer to give notice precludes the Customer from making any claim arising from that matter or circumstance. Notice of claim from the Customer must, in any case, be given within 4 weeks of the breach of contract.

SpeakCharlie is not liable for personal injury and property damage connected with the Customer's employees, associates, employees' family members, and others. The Customer is obligated to have insurance for course participants and all property not in the control of SpeakCharlie. The Customer shall indemnify and hold SpeakCharlie harmless from and against any and all damages, losses, costs, expenses, claims, and liabilities, and reasonable counsel fees suffered by SpeakCharlie as a result of any breach of that obligation.

8 FORCE MAJEURE

The Parties shall be relieved from liability for a failure to perform any obligation under this Agreement during such period, and to the extent that the due performance thereof by either of the Parties is prevented by reason of any circumstance beyond the control of the Parties ("Discharging circumstance"). If not otherwise shown, war, warlike hostilities, mobilization, general military call-up, civil war, fire, flood, pandemic, or other circumstances of similar importance, shall be considered as Discharging circumstances.

9 CONFIDENTIALITY

The Parties hereby undertake, during the term of this Agreement and thereafter, to maintain in absolute confidence any Confidential Information (as defined below) disclosed by each Party in connection with this Agreement and not to disclose any Confidential Information thus received to any third parties, except as provided in this Section 9. Furthermore, each Party shall take any steps necessary to prevent unauthorized disclosure or use of such Confidential Information by employees.

Notwithstanding the obligations of confidentiality set forth in this Section 9, if the Customer is referred to SpeakCharlie by an official partner of SpeakCharlie ("Official Partner"), the Customer acknowledges and agrees that SpeakCharlie may disclose the value of the Agreement entered into between SpeakCharlie and the Customer to the Official Partner. However, SpeakCharlie will not share any personal data of the Customer or its participants with the Official Partner. The Customer consents to this limited disclosure and understands that this information will be used by SpeakCharlie and the Official Partner for the purposes of tracking referrals and managing the partnership relationship. SpeakCharlie shall ensure that the Official Partner is bound by confidentiality obligations substantially similar to those set forth in this Section 9 before disclosing the contract value.

For the purposes of this Agreement, 'Confidential Information' means any and all information (whether in written or oral form), including the existence and content of this Agreement, save as provided under (a) – (d) below:

- (a) information which is or becomes common knowledge otherwise than as a result of a breach of this Agreement;
- (b) the information which the disclosing Party can show was in its possession before receiving such information from the other Party in connection with this Agreement;
- (c) information which a Party has received or receives from a third party without any lawful restraints as to the disclosure thereof; or
- (d) information which a Party is legally obliged to provide under compulsory law, any court order, or by order of another authority of competent jurisdiction.

SpeakCharlie is entitled to use the Customer's name and trademark in marketing efforts, with the condition that the marketing is done in a positive manner.

IO GDPR AND STORING OF PERSONAL DATA

The Parties agree to comply with all applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (GDPR), and any subsequent amendments, with respect to the collection, processing, storage, and transfer of personal data obtained or processed under this Agreement.

Read our general privacy policy on [SpeakCharlie.com](https://speakcharlie.com).

II TERM AND TERMINATION

This Agreement shall remain valid until further notice. SpeakCharlie is entitled to change the General Terms without notice. The amended terms are to be published on SpeakCharlie's website (speakcharlie.com).

Each Party is entitled to terminate this Agreement with immediate effect if the other Party:

- (a) fails to fulfill any of its obligations under this Agreement, provided such failure is of material importance to the non-breaching Party and the other Party has failed to perform rectification not later than 2 weeks following written notice thereof; or
- (b) has suspended its payments, is the subject of a bankruptcy petition, commences negotiations for a composition with its creditors or applies for company reconstruction (Sw. företagsrekonstruktion), enters into liquidation, or may otherwise be deemed to be insolvent.

Sections 4, 7, 9, and 13 shall survive termination of this Agreement.

I2 ASSIGNMENT

This Agreement, and the rights and obligations hereunder, shall be binding upon and inure to the benefit of the successors of the Parties but shall not be assignable by the Customer without the prior written consent of SpeakCharlie.

I3 GOVERNING LAWS AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of Sweden. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by a Swedish court of general jurisdiction and the Stockholm District Court (Sw. Stockholms tingsrätt) shall be the court of first instance.