

# MANAGEMENT SERVICES AGREEMENT

---

Between

Covariant Consulting AB ("CCAB")  
XXXXXX-XXXX  
Annas Gård 6, lgh 1101, 414 85 Göteborg, Sweden  
Ref: Jimmy Aronsson

and

BOLAGSNAMN AB ("Company")  
YYYYYY-YYYY  
Bolagsvägen 0, XXX XX Företagsköping, Sweden  
Ref: Reffy Refsson

## 1 *Governing law and general agreement terms*

1. This Agreement shall be governed in all respects by Swedish law and the Parties hereby agree to submit to the exclusive jurisdiction of the Swedish courts.
2. This agreement cannot be transferred to a third Party.
3. This agreement is valid for 12 months (the Initial Term). After the Initial Term the agreement can be extended in increments of 12 months, subject to written agreement confirmed in writing by both Parties. The start date for this agreement is YYYY-MM-DD. This agreement replaces previous agreements with the Company.
4. This Agreement, including its schedules, constitutes the entire agreement between the Parties. Neither Party has entered into this Agreement based on, nor relied upon, any statement or representation (whether negligent or innocent) except those expressly contained in this Agreement
5. No variation, modification, or alteration of any of the terms of this Agreement shall be binding unless in writing and signed on behalf of the Parties.
6. Notices under this Agreement must be sent via pre-paid registered post, email (with a confirmatory postal copy), or personal delivery to the other Party's address as set out in this Agreement. or to such other addresses notified in writing to the sender (and shall be effective notwithstanding any change of address not so notified). Notices sent by registered post shall be treated as received 48 hours after sending (as shown by the sender's receipt). Notices sent by email shall be treated as received on the first working day after sending (as shown by the time printout on or with the senders copy). Notices sent by personal delivery shall be treated as received at the time delivery is acknowledged.
7. Neither Party shall be liable to the other for a failure to perform any of its obligations under this Agreement, except for payment obligations under this Agreement, during any period in which such performance is delayed due to circumstances beyond its reasonable control (such as illness or accident for example), provided such Party notifies the other of the delay.

## **2 CCAB services**

1. CCAB provides the Company with a resource for a specific consulting project (as described in §2:10) with an estimated start at YYYY-MM-DD. The exact start date shall be agreed.
2. The work time per week is dependent of the project plan and the progress. The Company can decide to stop the project at any time.
3. The cost per hour is XXXX SEK ex VAT (MOMS) for year 2025. Travel with car is charged at 3.50 SEK/km. The costs have a yearly increase of KPI + 2 %. A discount of 15 % of the hourly charge is applied for a continuous week.
4. Travel time is considered work time and is charged at 50 % of the cost per hour.
5. Travel costs are compensated with actual costs for travel and accommodation. Daily allowance is charged following as per standard cost from the Swedish Tax Authority ("Traktamente" and "Skatteverket"). Meal representation is not allowed.
6. Domestic mobile phone calls are not compensated. International mobile phone calls are charged as per actual costs.
7. The CCAB services are provided "as is". CCAB makes no representations or warranties except as expressly set forth in this Agreement. CCAB expressly disclaims any implied warranties of any kind, including without limitation any warranty of performance, quality, availability, non-infringement, or fitness for a particular purpose. CCAB does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of CCAB services in terms of correctness, accuracy, reliability, or otherwise. CCAB is not obligated liability for any indirect, special, incidental, consequential, or punitive damages or lost profits.
8. This agreement is non-exclusive. CCAB can cooperate with companies competing with the Company.
9. CCAB invoices the Company with 20 days of payment. Late payment is charged 2 % interest per started month. Remarks regarding the invoice should be received by CCAB within 8 days of issue to be considered.
10. Project description:

***INSERT PROJECT DESCRIPTION***

## **3 NDA - Information sharing**

1. All the NDA provisions below, contained in this Agreement, shall survive the termination or expiration of this contract.
2. The term Confidential Information shall mean any and all information, in any form, provided by any of the Parties in this contract in connection with the scope of this agreement, except for information, which is expressly produced for public use such as market material and manuals for standard applications. The Parties understand that the Confidential Information is highly valuable and that each Party might suffer great harm if not handled correctly or otherwise disclosed to third Parties.

3. After the signing of this contract, the Parties undertake to keep non-public information disclosed to them strictly confidential and neither directly nor indirectly disclose the Confidential Information to any third Party or entity for any reason whatsoever, unless required to do so according to a mandatory law, nor shall a Party use or copy the Confidential Information except for such purposes that fall within the scope of this agreement.
4. The Parties undertake to take all necessary precautions to ensure that Confidential Information is not brought to the attention of any third Party or any other person not authorised to receive such information, unless required to do so according to mandatory law or stock exchange regulation.
5. CCAB can use the Company as reference, with a short description of the service provided.

#### **4 *IP and copyright***

1. All the IP and copyright provisions below, contained in this Agreement, shall survive the termination or expiration of this contract.
2. Ownership of rights. CCAB and the Company both have full independent ownership of all rights, including, but not limited to all Intellectual Property rights in the service provided to the Company. Examples of IP provided includes Data Preprocessing Methods, Forecasting Models, and any related Know-how.
3. The Company is responsible to comply business, IP, and copyright terms from providers of third Party (CCAB suppliers for the service to the Company, or systems used or recommended by CCAB) data and services. Examples of suppliers could be OpenAI, Databricks, Google, Microsoft, or MathWorks. The Company must be aware about that terms from third Party suppliers can change, and the Company is fully responsible to fulfil all terms from third Party suppliers.

**For and on behalf of CCAB:**

**Date:**

\_\_\_\_\_  
Jimmy Aronsson

**For and on behalf of the Company:**

**Date:**

\_\_\_\_\_  
Reffy Refsson