

MEMBERSHIP AGREEMENT

1 BACKGROUND

- 1.1 SUP46 AB, company registration number: 556936-3426 ("SUP46") grants services to companies mainly within the areas Internet, mobile, media, and IOT. By entering into an a membership agreement ("Membership Agreement") with SUP46, a company (the "Member") is offered an opportunity to become part of an attractive environment together with other innovative and expansive companies. The Member has been selectively chosen in order to, in an optimal way, contribute and be a part of the attractive growth environment that SUP46 provides. The services that are granted under this agreement and other agreements that the Member enters into with SUP46, shall be seen as a part of SUP46's strive to fulfil the Member's demand to in the best way take part of the opportunity to cooperation and innovation which an agreement with SUP46 amounts to.
- 1.2 Through the Membership Agreement SUP46 AB, grants the Member a membership for use of SUP46's services (the "Base"), which may include the right to consume learning content, to attend events, to get assistance in finding relevant business contacts and in the Member's internal issues such as regarding mentorship and recruitment, to certain access to selected areas in SUP46's facilities and its associated equipment and spaces as appointed by SUP46 (at SUP46's sole discretion) from time to time (the "Facility"), pursuant to the following terms and conditions.
- 1.3 SUP46's General Terms for Membership Agreements (the "General Terms"), attached hereto as Appendix 1, are also part of the Membership Agreement. By entering into this Membership Agreement, the Member accepts to be bound by the provisions of the General Terms.
- 1.4 Unless the circumstances clearly dictate otherwise, in the event of a conflict or inconsistency between this Membership Agreement and the General Terms, the provisions of this Membership Agreement shall prevail.

2 REPRESENTATIVES

- 2.1 The Member's subscription for the Base includes the right for the Member and, to the extent applicable, one or several of the Member's employees or similar representatives ("Representatives") to use such membership.
- 2.2 The total amount the Member undertakes to pay SUP46 each month (the "Price"), is determined by taking into consideration any additional services provided by SUP46 (such service is hereinafter referred to as an "Add-on") and the number of Representatives. If the Member has signed up for any Add-ons, as specified below in section 4, the Member shall continuously provide SUP46 with all relevant information regarding such Add-ons. The Member further undertakes to keep an updated chart of all Representatives that the Member wishes to grant access to the Facility and any other services to be provided under the Membership Agreement in accordance with SUP46's from time to time applicable guidelines. SUP46 shall, to the extent practically possible, use its best efforts to meet any request by the Member as regards the number of Representatives which the Member wishes to grant access to the Facility. The Member accepts that SUP46 is under no obligation to meet such requests and that SUP46 may be prevented from meeting such requests due to the specific circumstances at hand, including but not limited to, the agreement between SUP46 and the facility provider.

3 DURATION AND TERMINATION

- 3.1 The Membership Agreement applies from the date of acceptance of this Membership Agreement and until terminated by either party by giving three (3) months notice or otherwise in accordance with the provisions of this Membership Agreement or the General Terms (the "Agreement Period"). The period of notice shall commence in the month following the month the notice of termination was given. A notice of termination from the Member shall be made in writing or by e-mail to membership@sup46.com or to any other email address provided by SUP46 in writing. SUP46 shall confirm the notice of termination within three working (3) days. A notice of termination from SUP46 shall be sent to any e-mail address provided by the Member and is valid even if no confirmation by the Member is received.
- 3.2 To the extent applicable and following the termination of the Membership Agreement, the Member undertakes to immediately vacate from the Facility without SUP46's prior request. If the Member has not vacated from the Facility in accordance with this section 3.2, the Member is obliged to comply with any obligations that are imposed on the Member pursuant to the Membership Agreement. If

the Member does not vacate from the Facility upon the termination of the Membership Agreement pursuant to this section 3.2, the Member is bound by an additional three (3) month notice period and during such notice period, the terms applicable to the parties during the previous notice period will apply.

- 3.3 All of SUP46's responsibilities and obligations towards the Member immediately cease upon termination of the Membership Agreement. The Member hereby acknowledges that SUP46, at any time after the termination of the Membership Agreement, may limit the Member's access to such services that have been granted to the Member during the Agreement Period as well as, to the extent applicable, with immediate effect, demand that the Member immediately vacates from the Facility.
- 3.4 Notwithstanding anything to the contrary in this Membership Agreement, the following shall apply. If SUP46 offers its Members the Add-on "Private Office" (as defined below) and the Member has subscribed for such Add-on, this Membership Agreement may not be terminated before the end of the "Agreement Period" as defined in the applicable rental agreement. If a rental agreement has been concluded and a notice of termination has been provided in accordance with section 3.1 above, the rental agreement shall also be considered as terminated, however subject to the notice periods of the applicable rental agreement. However, the notice period, as regards both the Membership Agreement and any rental agreement, shall be longer than three (3) months if required by mandatory (rental) law.

4 PRICE

- 4.1 The Price for the membership follows from the charts below. The Price is indicated in cost per month unless otherwise specifically set out.

	Product	Price in SEK
Base	Company Membership	1.800
Add-On	Flex Desk*	3.250 per Desk
Add-On	Fixed Desk**	4.500 per Desk
Add-On	Day Pass***	99 per Day
Add-On	Private Office****	N/A

* The term "Flex Desk" refers to a desk, as appointed by SUP46 from time to time, in the Facility and as further described in the General Terms.

** The term "Fixed Desk" refers to a certain desk, as appointed by SUP46 from time to time, in the Facility which may be used exclusively by a certain Representative during normal working hours.

*** The term "Day Pass" refers to a desk, as appointed by SUP46 from time to time, in the Facility, available during the Facility's opening hours, which may vary from time to time, on normal working days for one Representative and as further described in the General Terms.

**** The terms of rental of a private office ("Private Office") is governed by a separate rental agreement. If applicable, such agreement shall be annexed to this Membership Agreement as [Appendix 2](#).

5 REDUCTION OR INCREASE IN THE NUMBER OF REPRESENTATIVES

- 5.1 If the Member has subscribed for any Add-on, the Price to be paid by the Member in accordance with the above may be adjusted in case of a reduction or an increase in the number of the Representatives. If the number of Representatives is reduced, the provisions concerning termination under section 3 above shall apply; which means that the new (lower) Price the Member has to pay for the membership shall apply after the three (3) month notice period, unless a longer period is required pursuant to the agreement between SUP46 and the facility provider. If the number of Representatives increases, the Member shall pay the new (higher) Price from the time the Representative/s has/have been registered by SUP46 pursuant to section 3 above. Every increase in the number of Representatives shall, in order to be valid, be approved by SUP46 in writing.

6 PAYMENT

- 6.1 Payment of the Price, as stated in section 4 above, shall, unless otherwise agreed between the parties in writing, be made with a valid credit or debit card on the website referred to by SUP46 from time to time. The payment shall be made monthly in advance and in accordance with the instructions provided on such website.
- 6.2 If payment is delayed, the Member is obliged to indemnify SUP46 for any thereto related incurred costs, including but not limited to, expenses associated with collection of debts and payment reminders. Interest on overdue payments will accrue from the expiry date according to the Interest Act (1975:635).
- 6.3 If an increase or decrease in the number of Representatives or any other changes to the Price has been made effective during a month in which a Member already has paid the previously applicable Price in advance, SUP46 is entitled to adjust the Price to be paid the following months in order to receive full compensation for the revised effective Price.

7 THE FACILITY AND OTHER SERVICES

- 7.1 The Facility consists of a number of different accommodations in several cities in which office spaces are, and equipment is, made available from time to time, at SUP46's own discretion. The Member accepts that SUP46 may, at its own discretion and from time to time, resolve to change the Member's access to the Facility. The extent of such changes will vary depending on what city the Member's Base refers to and what Add-ons the Member has subscribed for. In the event of such changes, SUP46 undertakes to, as soon as practically possible, provide the Member with information regarding the Member's access to the Facility.
- 7.2 SUP46 reserves the right to from one time to another make smaller adjustments in the supply of services (including the Base as well as the Add-ons).

GENERAL TERMS

for SUP46 AB Valid from the 1 December 2020

Applies as Appendix 1 when signing or accepting the Membership Agreement

1. Miscellaneous and definitions

- These general terms (the "General Terms") form an integral part of the membership agreement (the "Membership Agreement"), which the company (the "Member") enters into with SUP46 AB ("SUP46"). Unless the circumstances clearly dictate otherwise, capitalized terms used and not defined in these General Terms shall have the meanings set forth in the Membership Agreement.
- The Membership Agreement includes a right of use of the membership Base for the Member and, if the Member has subscribed for any Add-ons, a number of its Representatives (as specified in the Membership Agreement). The "Member" shall, according to these General Terms, be understood as also including the Member's Representatives, unless the context clearly dictates otherwise.
- These General Terms also apply to the use of the Facility based on a DayPass when and to the extent applicable, especially section 3, 5 and 6 shall apply to the fullest unless the wording and/or the circumstances clearly dictates otherwise. In such case, "Member" shall be construed as a purchaser of a DayPass and not as a party to a Membership Agreement.
- The location of the Facility as well as the facilities and their associated equipment and spaces, may vary from time to time in accordance with the Membership Agreement. Changes in the Facility does not give the Member the right to terminate the Membership Agreement with immediate effect (i.e. termination of the Membership Agreement may only be made in accordance with the provisions of the Membership Agreement). SUP46 shall under no circumstances be held liable for any changes in the Facility, access to the Facility or location of the Facility (save for what may be provided in a separate rental agreement regarding a Private Office concluded between the parties, if applicable).
- These General Terms shall only apply to the specific services subscribed for by the Member (i.e. if the Member has only subscribed for the Base but also in case of any Add-ons).

2. The Membership

- If nothing else is specified between the parties in writing, value added tax is not included in the indicated Price.
- SUP46 has the right to, with four (4) months prior written notice, change the pricing of its services. The Member has the right to, within one (1) month from the time a written notice thereof has been received, stipulating the changed pricing, terminate the Membership Agreement with a three (3) months period of notice. If the Member does not terminate the Membership Agreement within the stipulated time, the Member shall be deemed to have accepted the changed pricing.
- If not stated otherwise, the Facility comprises of:
 - o areas and spaces as appointed by SUP46 from time to time (at SUP46's sole discretion), such as working spaces including office furniture and office equipment, meeting rooms, conference rooms, café area, toilets and event areas including presentation tools (AV equipment), equipped kitchen with dining places,
 - o cleaning, electricity, water, heating and ventilation,
 - o access to printer, scanner and copying machine, and
 - o Internet connection.
- The Base may from time to time include the possibility to book and use meeting and conference rooms.
- To the extent the Member has access to the Facility, the Member only has the right to be present in the Facility during at the time applicable opening hours. SUP46 reserves the right to change the opening hours. If the ordinary opening hours are changed, a notification of made changes shall be sent to the Members e-mail address.
- The Facility consists of several different types of working spaces. For Members who have subscribed for the Add-on service Flex Desk or Day Pass, SUP46 does not guarantee access to a specific type of working space during ordinary opening hours, as the number of members residing in the Facility may vary from time to time. SUP46 reserves the right to, as needed and without prior notice, ask the Member to move from a specific working space if that working space is reserved for another Member.
- Accessibility to the Facility may be interrupted or limited in connection with events and workshops that are arranged in the Facility. SUP46 undertakes to use its best efforts to notify the Member within reasonable time before upcoming events in order to enable the Member to plan its business activities.
- The Member has the right to, without special charge, participate in such public events and workshops, which SUP46, during the duration of the Membership Agreement, arranges on its own account. After SUP46's prior approval, the Member also has the right to invite third parties to such events and workshops.
- SUP46 undertakes, during the duration of the Membership Agreement, to assist the Member in its pursuit to find new, and for the Member important, business contacts. SUP46 also undertakes to, during the duration of the Membership Agreement, and as far as resources allow, assist the Member in its internal issues regarding mentorship, as well as matchmaking and recruitment.

3. The Member's liabilities

- When leaving the Facility, the Member is, to the extent applicable, responsible for leaving doors locked, if SUP46's staff is not on site. If any unauthorized person should enter the Facility due to the Member leaving door or window unlocked/open, the Member is responsible for any damage such action or inaction causes SUP46, any other member or tenant.
- The Member is liable for any damage that the Member (or any other person that the Member lets into the Facility) causes the Facility, any other member, tenant or SUP46.
- The rights granted to a Member who has signed up for the Base or any Add-on, may not be assigned or transferred to any third party. Guests who have been invited to the Facility by the Member and that have been approved in accordance with what is stated above, must register at the relevant reception upon arrival, unless otherwise instructed by SUP46.
- If the Member causes unnecessary turnout from the fire brigade, police or similar, the Member shall reimburse SUP46 for all costs incurred.
- If the Member is in possession of any keys and/or access cards to the Facility, the Member undertakes to keep such keys and/or access cards in safe custody. It is strictly forbidden to make copies of any keys and/or access cards to the Facility. All keys and access cards shall be returned to SUP46 in accordance with SUP46's instructions and in any event no later than at the termination of the Membership Agreement. If copies of keys and access cards have been made, as well as if keys or access cards are lost or not returned to SUP46, the Member may be charged for any incurred costs in connection with the changing of all relevant locks.
- As many of SUP46 members and their Representatives, as well as other customers, may reside in the Facility simultaneously, it is for everybody's comfort necessary, that the Member shows members and customers due consideration. If the Members abnormal or disturbing usage of the Facility causes inconvenience for other members or customers, SUP46 has the right to terminate the Membership Agreement immediately and without any period of notice. At such termination, no advanced payment by the Member will be refunded. SUP46 shall have the same right if the Member's usage of the Facility causes abnormal waste, pollution or damages to the Facility. In such case the Member shall be held liable and SUP46 shall be entitled to compensation from the Member for any incurred costs due to the Member's actions.
- The Member is fully liable for its usage of available Internet connections and networks in the Facility. The Member shall hold SUP46 harmless for every claim which is made towards SUP46 and which may be assigned to the Members usage of such Internet connection or network.
- It is not allowed to use available Internet connections for illegal downloading, other illegal distribution of protected material, distribution of illegal pictures or texts or for any other purpose which in any way contradicts the at the time current legislation.
- The Member undertakes to use electricity supplies and Internet connections with due care and may not overuse or abuse such electricity supplies and/or Internet connections. If the Member, according to SUP46's opinion, deviates from normal usage of the Facility's electricity supply, SUP46 has the right to charge the Member according to the at the time current templates. At deviation from normal usage of the Facility's Internet connections, SUP46 has the right to momentarily restrain the Member from further usage. SUP46 shall also be compensated for any damage SUP46 suffers from the Members overuse or abuse of Internet connection and which contributes to overdrafts of Internet connections provided by SUP46.
- In the presence of other violations of the Membership Agreement or these General Terms SUP46 has the right to terminate the Membership Agreement immediately and without any period of notice. At such termination the Member's rights according to the Membership Agreement shall be exhausted and no made payment will be refunded.
- When using the Facility, the Member commits to respect the applicable code of conduct which SUP46 must comply with in relation to any property owner.

4. SUP46's liabilities

- SUP46 is responsible for the Facility's basic safety and functionality. This includes an undertaking to make sure that the Facility is equipped with necessary fire equipment, emergency exits, as well as required safety information. SUP46 undertakes to take out adequate liability insurance covering such damages that may be the cause of the Facility's lack of safety.
- SUP46 is not responsible for property, which the Member keeps in the Facility, nor for the performance or safety of provided Internet connections and networks.

5. Member information and Member exposure

- By accepting the Membership Agreement, the Member consents to SUP46's usage of information about the Member, which is provided in the SUP46 web based portal, platform or operating system, in SUP46's marketing and analysis of SUP46's business operations. The consent also covers the right for SUP46 to use the information together with its partners.
- SUP46 undertakes to use its best efforts to give the Member access to exposure through SUP46's digital and physical channels.
- When fulfilling the obligations under the Membership Agreement, SUP46 may process personal data belonging to the Member, the Member's Representatives, employees, directors and other representatives. Information on how SUP46 processes such personal data is provided to the Member in connection with entering into the Membership Agreement.

6. Confidentiality

- SUP46 and the Member shall, and shall ensure that its Representatives, employees, consultants and other parties that have access to Confidential Information (as defined below), treat all Confidential Information with strict confidentiality and not disclose it to any unauthorized third party.
- "Confidential Information" is understood as all confidential information, statements, facts, data, documents, agreements, materials, trade secrets and any other sensitive or confidential information which a party receives under or in connection with the Membership Agreement. Notwithstanding the foregoing, Confidential Information does not include information that is already in

the public domain or becomes part of the public domain other than as a result of a breach of a confidential undertaking.

- The breaching party shall indemnify the non-breaching party from any damage, loss, expense or cost that occur as a result of a breach of this confidential undertaking. The indemnification undertaking in this Clause 6 is not only to the benefit of the parties to the Membership Agreement, but also to the benefit of other Members of the SUP46 community suffering any damage, loss, expense or cost due to a breach of this confidential undertaking, who each have the right to pursue claims arising or in connection with this Clause 6.

7. Force Majeure

- A party shall not be liable for damage or failure to fulfil any obligation according to the Membership Agreement, if such failure may have been caused by force majeure or other similar circumstances. Accordingly, a party shall be free from liability if the party is obstructed to fulfil its obligations according to the Membership Agreement due to circumstances outside the party's control or ability, and which the party not reasonably could have avoided or overcome, or if the party is hindered to fulfil its obligations due to circumstances assignable to a third party or due to natural catastrophes, strikes of lightning, power cuts, labour conflicts, war or other disorder, fire, authority regulation or other public regulation, defected Internet connections, goods, energy or other, as well as similar circumstances. If the fulfilment of the Membership Agreement is substantially obstructed for a longer period than two (2) months due to a certain circumstance described above, a party shall have the right to withdraw from the Membership Agreement in writing, without any duty to reimburse the other party. Amendments

8. Applicable law and Disputes

- The Membership Agreement and these General Terms shall be governed by Swedish laws, except for its conflict of law provisions. Any claim, controversy or dispute arising