

## Rental Agreement

This rental agreement (the "Rental Agreement") has been entered into on [day] [month] [year] (the "Agreement Date") by and between the following parties:

**Halda AB**, company registration no. 556227-0321, 191 81 Sollentuna ("Halda" or a "Party"); and

**Company AB**, company registration no. XXXXXX-XXXX, Address XX, XXX XX CITY, telephone no. [telephone no.] (the "Customer" or a "Party", and, jointly with Halda, the "Parties").

### 1. Background and Purpose

Halda offers, delivers and provides services on information systems and related equipment for taxi services for its customers in the taxi sector.

Pursuant to this Rental Agreement, Halda has agreed to rent to the Customer the product(s) set out in Schedule 1 in accordance with the terms and conditions of the Rental Agreement and its schedules (Schedule 1 "Description of the Rented Products and Rent", Schedule 2 "General Terms and Conditions", and Schedule 3 "Description of the Equipment Replacement Services").

### 2. Rental Agreement

Halda hereby rents the product(s) set out in Schedule 1 to the Customer, and the Customer rents the product(s) from Halda as from the commencement date of the rental term.

The Parties may, jointly, within the scope of the Rental Agreement and during the rental term, update Schedule 1 in writing or agree to rent new products by completing a new Schedule 1.

### 3. General Terms and Conditions

Halda rents the product(s) to the Customer in accordance with the terms and conditions of the Rental Agreement and Halda's general rental terms and conditions (the "General Terms and Conditions") in Schedule 2.

### 4. Rent

In respect of each rental term, the Customer shall pay Halda the rent set out in Schedule 1. The payment terms are set out in the General Terms and Conditions in Schedule 2.

### 5. Term and Termination

The Rental Agreement shall enter into force on the Agreement Date and shall remain in force for twenty-four (24) months (the "Ordinary Rental Term"). After the expiry of the Ordinary Rental Term, the Rental Agreement shall remain in force unless terminated by either Party no later than three (3) months prior to the expiry of the Ordinary Rental Term. After the expiry of the Ordinary Rental Term, either Party may terminate the Rental Agreement upon three (3) months' notice. A Party must give the other Party written notice of the termination.

The rental term for specific rented products is set out in Schedule 1.

## Schedule 1: Description of the Rented Products and Rent

### 1. Rented Product(s)

Halda rents the following product(s) to the Customer and the Customer rents the following product(s) from Halda:

Rented product	Upfront fee/product	Price/product/month *	Quantity
Halda M2 Touch with RX90hn	DKK 2,000 (excl. VAT)	DKK 990 (excl. VAT)	XX
Halda M2 Touch with Halda mPOS payment terminal and RX90hn	DKK 2,000 (excl. VAT)	DKK 1,490 (excl. VAT)	XX
Halda M2 touch with Tablet, Halda mPOS payment terminal and RX90hn	DKK 2,000 (excl. VAT)	DKK 2,190 (excl. VAT)	XX
Halda mPOS wireless payment terminal		DKK 500 (excl. VAT)	XX

\*Price includes:

- Hardware
- Licences
- Support
- Replacement service
- Reporting centre
- Åkarnet

NOTE: Communications are not included and are attended to by the Customer. Any additional products and services can be ordered in accordance with our price list applicable from time to time.

Packages containing the Spire payment terminal may only be ordered if a debit/credit card processing agreement has been entered into with Elavon based on a separate form.

State reporting number at Elavon	AMEX support requested	Diners support requested
XXXXXXXXXX	YES or NO	YES or NO

### 2. Rental Term and Invoicing

The rental term for each rented product commences at the time of delivery. Unless otherwise stated, the rental term is twenty-four (24) months (the "Ordinary Rental Term").

Invoicing takes place each month in advance.

## Schedule 2: General Terms and Conditions

### 1. Application

These General Terms and Conditions form an integral part of the rental agreement and its schedules (the "Rental Agreement") entered into by and between the Parties. In the event the General Terms and Conditions conflict with the terms and conditions of the main Rental Agreement entered into by and between the Parties, the main Rental Agreement shall prevail.

### 2. Definitions

Unless expressly stated otherwise or unless otherwise evident from the context, capitalized terms have the meaning stated in the Rental Agreement or in the General Terms and Conditions.

### 3. Ownership and Use of the Rented Product

The rented product is owned by Halda. Pursuant to the Rental Agreement, during the rental term, Halda rents the rented product to the Customer pursuant to the terms and conditions of the Rental Agreement and its schedules. The Customer may not sell, lease, rent out, pledge or otherwise convey the rented product, or any part of the rented product, to a third party. Furthermore, the Customer may not modify the rented product without Halda's consent. If the rented product is installed or assembled on or into any other property, this must take place in such a way that the rented product can be removed without increased cost or significant impairment.

If the rented product or any part of the rented product is attached or sequestered, the Customer shall promptly inform the relevant authority of Halda's ownership of the rented product and notify Halda of the attachment or sequestration.

### 4. Modifications to the Rented Product and the Services

Based on developments in the industry, Halda may modify and update the rented product and, where required, replace the Customer's rented product with a new rented product.

### 5. Use of the Rented Product

The Customer shall comply with applicable legislation, the Rental Agreement and the General Terms and Conditions when using the rented product. The Customer shall use the rented product with care and solely for its

intended purpose and in accordance with Halda's instructions. The Customer shall ensure that it has the authorization and any permits from public authorities and other permits required to use the rented product.

The Customer shall maintain and take care of the rented product in such a way that it is not altered to a greater extent than as follows from customary usage.

### 6. Advisory Services

Halda's contact details and opening times for telephone support services are contained on Halda's website, [www.halda.se](http://www.halda.se). The telephone support services are subject to a charge in accordance with Halda's applicable price list.

Halda may record calls to or from its service number. The recorded calls are only processed by authorized persons. The recorded calls are used, among other things, when complaints are investigated and for training customer service staff.

### 7. Delivery

Halda delivers the rented product to the address notified by the Customer. Halda invoices the Customer for the delivery costs and the Customer shall pay such costs.

The Customer shall, at its own expense, inspect the rented product immediately after delivery. The delivery is deemed approved unless the Customer gives written notice of a defect it has discovered within seven (7) days of delivery.

In connection with the order, the Customer shall provide Halda with the Customer's and its contact person's contact details, the Customer's invoice details, and other information necessary for the delivery of the rented product.

The Customer shall promptly notify Halda of changes of name and address by post or email to: Halda AB, Hammarbacken 14, 191 49 Sollentuna, or according to Halda's electronic contact details contained on Halda's website: [www.halda.se](http://www.halda.se).

### 8. Term

The Ordinary Rental Term is stated in Schedule 1 to the Rental Agreement. After the expiry of the Ordinary Rental Term, the rental term shall remain in force unless either of the Parties terminates the Rental Agreement no later than three (3) months

prior to the expiry of the Ordinary Rental Term. After the expiry of the Ordinary Rental Term, either Party may terminate the Rental Agreement on three (3) months' notice. Notice of termination must be given in writing.

### 9. Car Replacement

In the event the Customer replaces a car and the Customer's Rental Agreement has been in force for no less than twenty-four (24) months, and no less than sixteen (16) months have elapsed since the previous car replacement, Halda shall deliver to the Customer an equivalent, replacement, rented product to be installed in the new car, after the Customer has notified Halda in writing of the car replacement. The replacement rented product will be newer or will have been used as long as the original rented product.

If the Customer's rental agreement has been in force for no less than twenty-four (24) months, and no less than sixteen (16) months have elapsed since the previous car replacement, and the Customer wishes to replace the rented product with a newer model, the Customer shall pay the difference in price arising as a result of the replacement in accordance with the applicable price list.

### 10. Rent and Changes to the Rent

Each month in advance, the Customer shall pay the rent set out in Schedule 1.

The rent includes public fees and charges imposed by public authorities applicable at the time the Rental Agreement was executed, with the exception of VAT. VAT is added to the rent in accordance with applicable rules. If the rate of public fees and charges or the grounds for calculating the public fees and charges change(s) due to changes to legislation or fiscal practice, the rent will be changed accordingly.

The rent includes insurance charges relating to the rented product and software maintenance and telecommunication connection charges.

Halda may change the prices and invoicing principles by notifying the Customer no later than two (2) months prior to the change taking effect. If the price change relates to running payments, the Customer may terminate the rental term for the rented product to which the price change applies, effective on the date on which the price change takes effect, by giving written notice no later than thirty (30) days prior to the

change taking effect. Any change in the rent shall not affect payments for invoicing periods commencing prior to the change taking effect.

Halda may also change the prices on an ongoing basis without giving prior notice in accordance with the "Taxi index for dial-a-ride services" index (Statistics Sweden (SCB) on behalf of the Swedish Taxi Association, the base date being January 2016, collection and presentation taking place four times a year).

#### **11. Due Dates for Paying Rent, Interest on Overdue Payment and Costs**

The Customer shall pay the full amount of rent so that the funds are in the bank account specified in the invoice on or before the due date for paying the rent.

Payment terms are fourteen (14) days from the invoice date. Interest on overdue payment is determined pursuant to the Swedish Interest Act (1975:635).

Halda may personally collect, or assign the right to a third party to collect, delayed payments, debt collection costs and handling charges, as well as interest on overdue payment.

If payment of the rent is delayed by over thirty (30) days from the due date, Halda may charge the rent from the Customer's card and/or shut down the rented product.

#### **12. Insurance**

Halda is responsible for ensuring that the rented product is properly insured. The Customer is liable for the excess and any damage not recoverable from the insurance. Upon written request by the Customer, Halda shall specify the damage that is not recoverable from the insurance.

#### **13. Other Costs**

The Customer shall bear the cost of all fees, charges and taxes arising from the use of the rented product.

The Customer shall bear the costs arising from the installation of the rented product and corresponding measures.

#### **14. Defects in the Rented Product and Replacement Equipment**

If, during the term of the Rental Agreement, the rented product is subject to damage as a result of a technical defect in the rented product when it is in the Customer's

possession, Halda shall deliver an equivalent rented product to the Customer. The replacement rented product may be second-hand, but must be in the same or better condition than the original rented product. The replacement rented product must be delivered after the Customer has given Halda written notice of the damage and Halda has inspected the rented product. This right for the Customer to a replacement rented product does not cover:

- defects that have arisen as a consequence of an act or omission in breach of these General Terms and Conditions or due to an event of force majeure affecting the Customer;
- ordinary wear and tear to the rented product;
- defects or repairs to defects caused by external factors, such as accidents (including collisions), electrical or air-conditioning breakdowns, damage caused by thunder or lightning, or water damage.

Halda shall bear the cost of delivering replacement equipment to the Customer. In return for the replacement equipment, rent is charged in accordance with the price list applicable from time to time.

The Customer shall, at its own expense, return the damaged equipment to Halda without delay, and it must be received by Halda ten (10) business days after the Customer notified Halda of the damage. If the Customer fails to return the equipment, Halda shall be entitled to invoice the Customer for the sale price of the equipment in accordance with the price list applicable from time to time.

#### **15. Damage to and/or Destruction of the Rented Product**

Regardless of the cause, the Customer is liable for the destruction, loss or damage of/to the rented product. The fact that the rented product has been destroyed or damaged shall not release the Customer from its contractual obligations. The Customer shall immediately inform Halda if the rented product is damaged or destroyed.

#### **16. Damage Caused by the Rented Product**

The Customer is liable for all personal injury and property damage caused by the use or transportation of the rented product, unless the insurance covers such injury and damage.

#### **17. Termination of the Rental Agreement**

Halda shall be entitled to terminate the Rental Agreement, including rental terms,

with immediate effect, and to have the rented product returned to its possession, if:

- the rent is paid more than thirty (30) days after the due date;
- the Customer fails to take care of the rented product in accordance with the Rental Agreement or uses the rented product in violation of the law or contrary to its prescribed uses or acts in any other manner that is likely to cause Halda or a third party harm;
- the Customer files a petition for company reorganization or bankruptcy or initiates liquidation proceedings, any other party files a petition for the Customer's bankruptcy, an event occurs that makes it likely that the Customer will be unable to perform its contractual obligations, or the Customer has otherwise been declared to be unable to perform its contractual obligations;
- the Customer has provided Halda with misleading information or has concealed information that could have had an effect on the Parties entering into the Rental Agreement or the terms and conditions of the Rental Agreement;
- the Customer is otherwise in breach of the terms and conditions of the Rental Agreement and fails to remedy the breach immediately after having been requested to do so.

The termination of the Rental Agreement will only be valid if Halda informs the Customer of the termination in writing.

If the Rental Agreement terminates as a consequence of a breach of contract by the Customer, Halda shall be entitled immediately to invoice all fees and charges for the remainder of the fixed term of the rental and rental terms. Any fees and charges the Customer may have paid in advance will not be returned after the Rental Agreement has effectively terminated.

#### **18. Returning the Rented Product**

Within fourteen (14) days of the effective date of termination of the Rental Agreement, the Customer shall, at its own risk and expense, return the rented product to Halda in the condition prescribed in the General Terms and Conditions.

If the Customer's car is replaced and a new rented product is installed in the new car in accordance with section 9 of the General Terms and Conditions, the Customer shall, at its own risk and expense, return the replaced rented product to Halda in the condition prescribed in the General Terms and Conditions.

If the Customer fails to return the rented product in accordance with the Rental Agreement, Halda may invoice the Customer for the sale price of the rented product in accordance with the price list applicable from time to time.

Further information about returning rented products is contained on Halda's website, [www.halda.se](http://www.halda.se).

#### **19. Intellectual Property Rights**

All intellectual property rights relating to the rented product and its software are owned by Halda and/or by a third party.

Within the scope of what is permissible under the licences that may have been granted to Halda, in return for the contractual fees and charges, Halda grants the Customer the non-exclusive right to use the software in the rented product for the term of the Rental Agreement for its contractual purposes. The Customer may not transfer, modify, alter, adapt, join together, produce derivative works of, dismantle, reverse engineer, or copy the software.

#### **20. Limitations of Liability**

Halda is liable solely for direct losses and not for the indirect damage, costs or losses incurred by the Customer, such as loss of profit, loss of income, third-party loss, or claims deriving from a reduction or breakdown in production, sales or turnover.

Halda's aggregate liability in damages for recoverable losses is limited to the maximum

amount the Customer has paid in rent for the six (6) month period preceding the damage.

Halda is not liable for costs incurred by the Customer or a third party due to any act for which the Customer is responsible or any defect not due to Halda. Halda may charge the Customer for the cost of repairing such defects.

#### **21. Force Majeure**

Halda is not liable for any delay or loss due to an event beyond Halda's control that Halda could not reasonably have anticipated at the time the Rental Agreement was entered into and whose consequences Halda could not reasonably have avoided or surmounted. Unless proven otherwise, events of force majeure include natural disasters, breakdowns in public services, telecommunications or public electricity distribution, strikes or other equivalent events. A force majeure event affecting one of Halda's subcontractors is regarded as a force majeure event affecting Halda in the event the subcontractor's contractual obligations cannot be performed by another subcontractor without unreasonable expenses or significant delay being incurred.

#### **22. Personal Data**

Halda and the Customer are data controllers for their respective processing of the Customer's personal data for the purpose of performing the Rental Agreement. In respect of Halda's services to the Customer, personal data is processed according to the agreement approved by the Customer, which is contained on Halda's website, [www.halda.se](http://www.halda.se).

#### **23. Reference**

Halda may use the Customer as a reference in its marketing.

#### **24. Assignment and Amendments**

The Customer may not assign the Rental Agreement or any right under the Rental Agreement to a third party without Halda's written consent. A transfer fee in accordance with the price list will be charged to the Customer for an assignment of the Rental Agreement or a right approved by Halda and the new Customer will be charged a processing fee. Halda may assign and transfer its rights and/or obligations under the Rental Agreement and the title to the rented product to a third party.

Halda may amend the General Terms and Conditions. Amendments take effect ninety (90) days after the Customer has been informed of the amendment.

#### **25. Governing Law and Dispute Resolution**

The Rental Agreement is governed by Swedish law. Disputes arising out of the Rental Agreement shall, in the first instance, be settled by negotiations between the Parties. If the negotiations do not lead to a resolution of the dispute, at the initiative of either Party the dispute shall be settled in the Swedish courts, with the Stockholm District Court as the court of first instance.

### Schedule 3: Description of the Equipment Replacement Services

1. If a defect entitling the Customer to replacement equipment arises in the rented product used by the Customer, the Customer must contact an authorized Halda installer and deliver the rented product to the installer for an inspection. The installer must then try to find the defect and, if the defect cannot be repaired, the installer must install the replacement equipment.
2. If the installer does not have replacement equipment in stock and notifies the serial number of the damaged equipment, the name of the Customer and a description of the defect to Halda's support services before 12:00 noon, Halda will send the installer replacement equipment the following day by ordinary post on the basis of the installer's notice.
3. The Customer, or the installer at the Customer's expense, must deliver the damaged equipment to Halda (when the equipment is delivered, requisite labels must be affixed and information must be provided to Halda). Halda will deliver an equivalent replacement product to the Customer, in accordance with the Rental Agreement. The equipment must be returned as a business parcel to the address below. If the specified equipment is not returned within ten business days, Halda will send an invoice to the end customer for an amount according to the applicable price list.

Address for returning products:

Halda AB  
Hammarbacken 8  
191 49 Sollentuna