

COMBITECH'S GENERAL TERMS AND CONDITIONS FOR PURCHASE

1 SCOPE

These General Terms and Conditions shall apply to the purchase of any Deliverables and all results thereof by reference in the Agreement.

These General Terms and Conditions shall apply unless otherwise expressly agreed in writing.

The Supplier's general terms and conditions do not apply.

2 DEFINITIONS

The following words and terms have the meanings set out below unless the context or circumstances clearly dictate otherwise.

ACCEPTANCE shall mean to the delivered Deliverables having been tested by the Buyer and are complying with the specifications and other requirements of the Agreement. Such acceptance may be conditional if this is stated in writing.

AGREEMENT shall mean these General Terms and Conditions together with a Purchase Order, framework agreement, call-offs and appendices to these and any contractual documentation incorporating these General Terms and Conditions. It also includes any changes or supplements that the Parties have subsequently agreed in writing.

APPLICABLE DATA PROTECTION LAWS shall mean any applicable law relating to data protection and security, including but not limited to, the General Data Protection Regulation (Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) (the "GDPR") and any amendments, replacements or renewals thereof (collectively the "EU Legislation"), all binding national laws implementing the EU Legislation and other binding data protection or data security directives, laws, regulations and rulings valid at the given time.

BUYER shall mean to the Combitech Company purchasing the Deliverables from the Supplier.

BUYER'S DATA shall mean data or other information that the Buyer, or anyone acting on behalf of the Buyer, makes available to the Supplier and/or that the Buyer creates or generates by way of its usage of the Deliverables, and the result of the Supplier's processing of such data. Buyer's Data may be protected by applicable legislation, such as trade secrets, copyright or other intellectual property laws and treaties.

CHANGES shall mean design changes and/or extensions or changes to Deliverables, including but not limited to updating of associated specifications, documentation, schedules, delivery terms or documentation and source code and object code that the Supplier provide for the Buyer under the Agreement.

COMBITECH COMPANY shall mean a company that is part of the Combitech Group.

COMBITECH GROUP shall mean to Combitech AB and all other companies in which Combitech AB directly or indirectly controls more than 50% of the votes.

DELIVERABLES shall mean all the Products and Services to be delivered pursuant to this Agreement, including documentation and data.

END CUSTOMER shall mean the Buyer's customer.

GENERAL TERMS AND CONDITIONS shall mean these general terms and conditions.

INTELLECTUAL PROPERTY RIGHTS shall mean all rights, title, and interests in intellectual property, in all geographic areas, whether existing pursuant to law (e.g., under applicable copyright, patent, trademark, trade dress or trade custom legislation) or contract, licenses or otherwise, as well as application, registrations, renewals, extensions, and restorations related to any of the foregoing.

PARTY or **PARTIES** refer to the Supplier and/or the Buyer.

PERSONAL DATA shall mean any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be directly or indirectly identified by reference to an identifier such as a name, address, social security number, subscription number, IP address, location data, an online identifier, traffic data or message content or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

PRODUCT shall mean all the equipment and software to be delivered by the Supplier pursuant to this Agreement.

PRODUCT SAFETY REQUIREMENTS shall mean all applicable Regulatory Requirements with the purpose of ensuring that only safe products (such as Goods and services) are placed on the market, including but not limited to the General Product Safety Directive 2001/95/EC, the EU harmonized and national sector specific legislation, such as requirements regarding CE marking, marking and traceability, chemical compliance (e.g. the REACH Regulation (EC) No 1907/2006 and the

RoHS II Directive 2011/65/EU) or the producer responsibility for handling/disposal of end-of-life Goods (e.g. the WEEE Directive 2012/19/EU and the Battery Directive 2006/66/EC), and any amendments, replacements or renewals of the aforesaid, as well as the European and national standards (as defined in Regulation (EU) No 1025/2012), the European Commission's guidelines and product safety codes of good practice.

PROHIBITED PARTY LIST shall mean any list of prohibited parties or parties subject to sanctions imposed by the UN, EU, UK, U.S. or other countries, in force from time to time, including, but not limited to, the Specially Designated Nationals and Blocked Persons List maintained by the UK Office of Financial Sanctions Implementation, the Office of Foreign Assets Control of the U.S. (OFAC), Department of the Treasury, the Entity List and Denied Persons List maintained by the Bureau of Industry and Security of the U.S. Department of Commerce (BIS), the list of statutorily or administratively debarred parties maintained by the Directorate of Defense, Trade Controls of the U.S. Department of State, the Consolidated list of persons, groups and entities subject to EU financial sanctions, and the Consolidated United Nations Security Council Sanctions List, as amended from time to time and are applicable to the Buyer, End Customer or the Supplier in relation to the performance of the Deliverable or the known end use of the Deliverable.

PURCHASE ORDER shall mean a written order or call-off order under the Agreement that the Buyer sends to the Supplier by posted mail, e-mail or another digital tool and in which the Deliverables are defined.

REGULATORY REQUIREMENTS shall mean all applicable laws, rules, regulations and treaties, in force from time to time, of any international political and economic organization (e.g. the European Union), country, state, administrative agency or governmental body (e.g. the relevant Financial Services Authority, Data Protection Authority, Consumer Protection Agency or Chemicals Agency), as well as any applicable case law, orders, decisions, licenses, recommendations, policies, standards and guidelines issued by the said bodies, courts and/or by self-regulatory or advisory organisations and industry sector groups.

SECURITY REQUIREMENTS shall mean all applicable security requirements, security protection requirements and security instructions and their updates applicable at each point in time depending on the nature of the Deliverables to be provided by the Supplier. Security Requirements include (i) any additional security provisions stated in an Agreement and (ii) further security instructions as provided by Buyer from time to time.

SERVICE shall mean all the information technology or related services to be delivered by the Supplier pursuant to this Agreement.

SUPPLIER refers to the seller of the Deliverables.

TRADE LAWS shall mean export and trade sanction laws, trade embargo, regulations, rules or other restrictive measures, in force from time to time, including but not limited to the EU Dual Use List (Regulation 2021/821, as amended), the EU Common Military List, the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR), or any other applicable jurisdiction's export restriction regulation, any legislation replacing the foregoing and any orders issued under the foregoing.

3 NON-EXCLUSIVE

The Agreement is not exclusive. The Buyer reserves the right to acquire the same or equivalent Deliverables from other suppliers.

4 ORDER PROCEDURE

A Purchase Order may be preceded by a request for a proposal which is not binding on the Buyer.

The Supplier shall approve the Purchase Order by signing it within five (5) working days. An Agreement is deemed to have been concluded either when (i) the Supplier has confirmed the Purchase Order or (ii) the Supplier has started to provide the Deliverables specified in the Purchase Order.

Terms and conditions in an order confirmation or a similar document issued by the Supplier are not binding on the Buyer unless it has been signed by authorised representatives of the Buyer.

5 COMBITECH SUPPLIER CODE OF CONDUCT, SUSTAINABILITY

In order to ensure responsible governance and sustainable development in the Buyer's supply chain, the Buyer has issued group wide ethical and responsible standards of behaviour for its suppliers in the "Combitech Supplier Code of Conduct" ("Supplier Code") that the Supplier shall comply with. The current version of the Supplier Code is available from www.combitech.com |About us|Information for suppliers and subcontractors.

Aside from the Supplier Code and its updates applicable at each point in time, the Agreement can stipulate more detailed sustainability requirements and references to standards that the Supplier shall adhere to. The Supplier Code and such additional requirements are jointly referred to as the "Sustainability Obligations".

The Supplier, including its affiliates, shall comply with the Sustainability Obligations as well as Regulatory Requirements in relation to the areas covered by the Sustainability Obligations.

The Supplier shall on a regular basis as requested by the Buyer, provide the Buyer with information and data related to the Supplier's compliance with the Sustainability Obligations and of the measures adopted to ensure compliance with the Sustainability Obligations. The Buyer shall also have the right to perform audits in accordance with section 23 to verify the Supplier's compliance with the Sustainability Obligations.

The Supplier shall without delay inform the Buyer of any suspected breach of the Sustainability Obligations.

The Supplier shall reflect the content of the Sustainability Obligations in its agreements with its sub-contractors.

The Buyer and the Supplier shall meet on a regular basis, as requested by the Buyer, to discuss the Supplier's performance based on the reports provided by the Supplier, and to exchange information relevant to the Parties' undertakings under the Agreement. As the case may be, the Parties may agree upon a governance system as further defined in the Agreement.

In the event of the Supplier's material breach of the Sustainability Obligations, the Buyer shall have the right to immediately terminate any Agreement and/or specific Purchase Order(s) notwithstanding the remedy period provisions in section 27.2.

6 PRIVACY

The Buyer and the End Customer may process Personal Data belonging to the Supplier's personnel within the performance of the Deliverables. The Buyer and the End Customer continuously carry out evaluations of the Supplier's personnel; these evaluations are saved and contain Personal Data related to the personnel.

The Buyer undertakes to process Personal Data in accordance with Applicable Data Protection Laws and Combitech's Data Privacy Policy and only to the extent necessary for the performance of the Deliverables.

The Supplier is responsible for ensuring that there is a legal reason for the Buyer's and the End Customer's processing of the Personal Data of the Supplier's personnel as described above and for informing the Supplier's personnel of such processing of Personal Data.

If the Supplier processes Personal Data on behalf of the Buyer in conjunction with the performance of the Deliverables, a separate data processing agreement shall be signed.

7 THE SUPPLIER'S OBLIGATIONS AS AN EMPLOYER

The Supplier is responsible for ensuring that all employer obligations prescribed under applicable laws, government regulations and rules are fulfilled. This includes but are not restricted to obligations relating to working environment,

work permits, payment of corporate tax and social security contributions and pension provisions. The Supplier's personnel shall be insured in accordance with applicable laws, government regulations and rules.

If the Buyer makes such a request, the Supplier shall, at any time during the term of the Agreement, provide the Buyer with a certificate stating that the above-mentioned employer obligations have been fulfilled.

Nothing in the Agreement shall be construed as to the Buyer assuming employer responsibility for the Supplier's personnel.

The prices indicated in the Purchase Order include full compensation for all costs related to the abovementioned obligations. If the Supplier fails to fulfil its obligations in this clause and this results in damages or legal or other consequences for the Buyer, the Supplier is obliged to reimburse the Buyer for such direct, indirect, consequential, incidental or other costs and claims for compensation.

8 SUPPLIER'S OBLIGATIONS

The Supplier shall fulfil its obligations under the Agreement and is responsible for the Deliverables meeting the agreed specifications. The Deliverables shall be purveyed with the level of expertise, training and skills called for by the assignment in question and following a good technical practice and business-like manner.

The Supplier shall promptly inform the Buyer if, in order to perform the Supplier's obligations under the Agreement or to use the Deliverables, it is necessary to obtain permits, licenses or authorisations from authorities or others.

The Supplier shall use its best endeavors to request from the Buyer all information that is relevant to enable the Supplier to fulfil its undertakings as soon as the need for such information occurs. Upon the Supplier's request, the Buyer shall promptly furnish the Supplier with the information if it is readily available. If the information is not readily available, the Buyer will advise the Supplier on how to obtain it.

The Supplier shall comply with all Regulatory Requirements that are applicable to the Supplier and/or the Deliverables.

The Supplier may process the Buyer's Data only to the extent it is necessary to provide the Deliverables. All rights to the Buyer's Data, including any derivatives or adaptations thereof, are solely owned by the Buyer. The Supplier shall, at the Supplier's own cost, make back-up copies of the Buyer's Data in the Supplier's possession.

In the event the Supplier suspects that it may become insolvent and/or considers filing a voluntary petition for bankruptcy and/or has a reason to believe that its creditors may shortly file a petition for bankruptcy against

the Supplier (or have already filed such a petition, but a bankruptcy decision has not been issued yet), the Supplier shall immediately, at the Buyer's sole discretion, either delete and/or return the Buyer's Data and Personal Data. If the Buyer has decided that the Buyer's Data and Personal Data are to be deleted, the Supplier shall without undue delay certify such destruction of the Buyer's Data and Personal Data.

9 DOCUMENTATION AND EQUIPMENT

If the Buyer provides documentation, equipment or information to the Supplier or any of its personnel or representatives, the Supplier shall ensure that this material is treated as confidential information and is protected and stored in a required manner.

10 PERSONNEL

The Supplier shall assign personnel with qualifications that meet the requirements of the Deliverables.

At the request of the Buyer, the Supplier shall ensure that personnel cooperate by undergoing drug testing to the same extent as that required of the Buyer's and/or the End Customer's own personnel.

The Supplier shall replace personnel who are considered by the Buyer to lack the sufficient competence or with whom the Buyer finds it difficult to cooperate.

10.1 Replacement of personnel

If the Supplier's personnel taking part in the Deliverables is unable to perform their work for any reason, the Supplier shall immediately notify the Buyer of these circumstances and propose appropriate measures to prevent delays or other inconvenience from affecting the Buyer. Such measures shall be approved in writing by the Buyer.

If any personnel need to be replaced in accordance with this clause, the Supplier shall ensure that new personnel (the replacement) are working together with the personnel leaving the Deliverables to ensure continuity. The Supplier is liable for any additional costs and/or delays arising due replacement of personnel, such as introduction, education and delay of Deliverables.

11 MANAGEMENT SYSTEMS

The Supplier shall comply with the applicable requirements of the following standards:

- ISO 9001:2015 for quality
- ISO 14001:2015 for environment and
- ISO 27001:2013 for information security.

The performance and the Deliverables shall also meet any other requirements that have been agreed in writing.

If the Buyer makes such a request, the Supplier shall provide an environmental declaration for the Deliverables.

The Buyer may request improvements in the Supplier's methods and procedures to ensure compliance with the requirements.

12 ACCEPTANCE

The Buyer shall accept or reject in writing all Deliveries specified in the Agreement.

Acceptance or complaints on deliveries shall be issued before the agreed Acceptance date for each Deliverable under the Agreement.

In the event the Buyer does not issue Acceptance or submit complaints before the agreed Acceptance date for each Deliverable, the Deliverable will be considered accepted.

In the event the Buyer submits complaints the Supplier shall either take remedial action or present an action plan in accordance with a separate agreement made with the Buyer.

The Deliverable will be considered accepted once remedial action has been taken or the agreed action plan has been implemented and approved by the Buyer.

13 DEFECTS

The Supplier is responsible for ensuring that the Deliverables are performed in a due skill, care, professional manner and comply with the specifications and other requirements defined in the Agreement.

The Supplier shall remedy defects and shortcomings in the performance of the Deliverables caused by the Supplier and pointed out by the Buyer in writing within 12 months from the date of Acceptance.

In addition to the above and where service levels, quality requirements or equivalent requirements are agreed, the Supplier shall remedy systematic defects. Unless otherwise agreed in writing, a systematic defect is a defect that occurs in more than 10% of a Deliverable of the same type or occurs at least three (3) times over a three-month period.

This liability means that the Supplier shall, at its own expense and without delay, rectify defects or shortcomings that have been documented or that could not reasonably have been detected in connection with agreed delivery, but which are due to the Supplier's performance of the Deliverables and on which complaints have been submitted in writing within the above stated warranty period.

The warranty period for a Deliverable that has been remedied by the Supplier will be extended for a period equal to the time that it has been out of use.

The Supplier's obligation to remedy defects or shortcomings do not affect the Buyer's right to damages as a result thereof.

If the Supplier fails to remedy a defect or shortcoming the Buyer is entitled to make a deduction from the price corresponding to the damage and the reduction in value of the Deliverables and, to the extent that the Deliverables cannot be used for the intended purpose, to claim compensation from the Supplier for any damages and losses suffered by the Buyer and also to terminate the Deliverables or any part thereof with immediate effect by notice in writing.

All transport of Deliverables or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is responsible will take place at the Supplier's risk and expense.

The Supplier is not responsible for defects due to:

- a) misuse or negligence on the part of the Buyer or by someone for whom the Buyer is responsible,
- b) faulty maintenance, assembly or installation or modifications made without the written consent of the Supplier,
- c) accidental damage,
- d) normal wear and tear.

14 DELAY

A delay is deemed to have occurred if the Supplier is unable to deliver on the date defined in the Agreement and such delay is not due to the Buyer.

As soon as the Supplier identifies or should be able to identify a delay or potential delay with respect to the Deliverable related to a milestone and/or other performance specified in the Agreement, the Supplier shall inform the Buyer of this in writing and state the reason for the delay as well as the impact of the delay on the time schedule.

Unless otherwise expressly agreed, the Buyer is entitled to liquidated damages of 0.5% per day of agreed price for the Deliverables however not exceeding a total of 15% of the agreed price for the Deliverables. In case the damage caused by the delay is greater than the liquidated damages above, the Buyer is entitled to claim additional damages due to the delay beyond any liquidated damages in accordance with the provisions of section 20 below.

When the limit for the liquidated damages as aforementioned has been reached, the Buyer may demand delivery within a final period. If the Supplier does not deliver within this period, the Buyer may, by means of written notification, terminate the Agreement or part thereof with immediate effect and demand compensation for damages in addition to the liquidated damages.

In the event of a delay caused by the Buyer, the Supplier's delivery time will be postponed to the extent corresponding to the delay.

15 CHANGES

Changes include but are not limited to:

- Changes to description of Deliverables
- Changes to Deliverables when included in the Agreement.

The change shall be implemented by the Supplier at no extra cost to the Buyer unless the Supplier can demonstrate that the change entails additional costs for the Supplier. If this is the case, the Supplier shall implement the change at a reasonable price in accordance with the pricing principles and price levels originally agreed.

16 COMPENSATION AND PAYMENT TERMS

All prices are stated exclusive of VAT.

Current prices in the form of on account and/or fixed prices shall be specified in the Agreement. Prices are fixed unless otherwise expressly agreed in writing.

The price shall, unless otherwise agreed, explicitly include all fees, salaries and salary-related costs, taxes, overtime pay, allowances, travel expenses and other expenses at the place where the Deliverables is mainly performed. The Buyer shall not be liable to pay any fee or compensation other than those set out in the Agreement.

16.1 Travel

Mandatory business trips are reimbursed according to the normal amounts set by the Swedish Tax Agency.

The Supplier is not entitled to reimbursement for travel time, unless otherwise expressly agreed in the Purchase Order.

The actual costs of expenses related to travel are reimbursed, and these shall be verified by receipts.

16.2 Other expenses

Expenses for activities related to the Supplier's administration and accounting of the Deliverables will not be reimbursed.

The Supplier will not be reimbursed for other expenses, unless otherwise expressly agreed in the Purchase Order.

16.3 Invoicing and payment terms

Accrued hours for work performed under the management of the Buyer or the End Customer shall be invoiced monthly in arrears, while work performed under the Supplier's management shall be invoiced once the relevant Deliverable has been delivered and accepted.

The format of invoices shall be consistent with the instructions available at www.combitech.com About us|Information for suppliers and subcontractors. Invoices containing incomplete or incorrect information will be returned.

Invoicing and service fees will not be approved.

Invoices shall be addressed to Combitech AB, FE 141, SE-831 88 Östersund. Invoices shall be sent to the address above or in PDF format or TIF format to reskontra@combitech.se.

Undisputed invoices shall be paid shall no later than 60 days after a correct invoice has been received. In the event of delayed payment, the penalty interest on overdue payments shall be paid according to governing Interest Act.

The final invoice shall be provided to the Buyer no later than two months after completion of the Deliverables.

17 DELIVERY TERMS

Deliveries shall take place on agreed dates.

The delivery terms are DAP with the specified location either the Buyer's or End Customer's facility in accordance with INCOTERMS 2020, unless otherwise expressly agreed.

Ownership and risk are transferred to the Buyer upon delivery in accordance with INCOTERMS 2020.

The delivery documentation shall refer to the project number of the Purchase Order.

18 SUBCONTRACTORS

The Supplier may instruct a subcontractor to perform part of the Supplier's obligations under the Agreement, subject to prior written consent of the Buyer and

- a) the Supplier is fully responsible for the performance of the subcontractor as had the Supplier itself acted or failed to act; and
- b) the Supplier ensure that the subcontractor is subject to security and confidentiality obligations no less stringent to those agreed between the Buyer and the Supplier; and
- c) the Supplier have a complete list of subcontractors engaged by the Supplier to be updated by any consent submitted by the Buyer.

19 INTELLECTUAL PROPERTY RIGHTS

If and to the extent otherwise is not set out in the Agreement, the following shall apply in relation to Intellectual Property Rights.

The Supplier grants that all rights, proprietary rights and interests in and to all intellectual property developed by the Supplier during a Deliverables, such as purchased

Deliverables and services and related documentation, whether expressly specified or valid under applicable law, vest in and constitute the sole and exclusive property of the Buyer or the End Customers.

The Supplier shall not include and/or use open-source components without obtaining the written consent of the Buyer or the End Customer in advance.

If the Supplier has included Intellectual Property Rights belonging to the Supplier and/or third parties in the result of the Deliverable, the Supplier shall ensure that the Buyer and/or the End Customer receives a worldwide, unlimited, irrevocable, perpetual, sub-licensable, transferable and royalty-free licence in order to use the result of the Deliverables or further developments thereof.

19.1 Infringement of Intellectual Property Rights

The Supplier shall defend, reimburse and indemnify the Buyer with respect to any claims, legal actions, damages, losses, costs, lawsuits or expenses incurred by the Buyer or any of its End Customers as a result of the Deliverables or their use infringing or allegedly infringing Intellectual Property Rights belonging to third parties.

The Buyer shall without undue delay notify the Supplier in writing of any such claim and the Parties shall consult each other in the defence or settlement thereof.

In the event that the Deliverables or any part thereof are in such suit or proceeding held to constitute an infringement or their further use, sale, distribution or other disposal is enjoined, the Supplier shall promptly, at its own expense either a) procure for the Buyer the right to continue to use, sale, distribution or other disposal of such Deliverables; or b) replace or modify the same with non-infringing Deliverables without detracting from the function and performance of the Deliverables.

20 LIABILITY

Either Party is liable for damages caused by that Party, including the Party's affiliates, employees, consultants or sub suppliers acts or omissions.

20.1 Limitation of Liability

Neither Party shall be liable to the other for any indirect damages including, but not limited to, loss of revenue or profits, loss of contract, loss of customers or businesses, consequential damages, incidental damages, loss of anticipated savings or revenues.

Each Party's total contractual liability is limited to the highest of the value of the Deliverables or SEK five (5) million per claim and year.

Neither Party shall be liable to the other for the loss or corruption of data, unless such Party is obligated under an Agreement to make back-up copies of the data, in which case the other Party may claim any costs related to the recovery of such data as direct damages.

Service level credits and/or liquidated damages paid,

together with costs that the Supplier incurs to correct/rectify errors or defects affecting the Deliverables or in any other way, costs incurred by the Supplier to fulfil its undertakings in accordance with the Agreement, shall not be considered when assessing if the amount set out in section above has been reached.

20.2 Exceptions from Limitation of Liability

The exclusions and limitations of liability in this section 20 shall not apply to: (i) Applicable Data Protection Laws, Product Safety Requirement, Prohibited Party List Software, IPR Infringement, Confidentiality, Regulatory Requirements and Supplier Code; and (ii) a Party's or Party's sub-contractor's liability for fraud, gross negligence or willful misconduct, or liability for death or personal injury or to extent that the exclusions and limitations of liability would not be permitted under the Regulatory Requirements.

20.3 Other principles

The Buyer shall, in accordance with the foregoing provisions in this section 20, be entitled to compensation for damages suffered due to acts or omissions by the Supplier above and beyond any liquidated damages for Delay according to section 13 "Defects", compensation under section 14 "Delay" and/or service level credits paid under relevant service level agreements (as applicable). However, the Supplier shall be entitled to set off any liquidated damages paid, compensation paid and/or service level credits paid under relevant service level agreements against the compensation for damages payable to the extent the liquidated damages, compensation and/or service level credits were paid as a consequence of the same delay or defect or deficiency which has caused the damage.

The Parties shall take all reasonable measures in order to prevent or limit any damage, provided that it can be done without unreasonable cost or inconvenience.

21 SECURITY

The Supplier shall always adhere to the Security Requirements. The Supplier shall ensure that its relevant and applicable affiliates, employees, consultants, sub-contractors and other representatives comply with the Security Requirements.

The Supplier shall within reasonable time inform the Buyer via security@combitech.se about any such incidents or deficiencies in the Supplier's operations or which the Supplier has noticed about the Buyer's operations which may constitute security risks for the Buyer and within forty-eight (48) hours take all reasonable steps necessary to remedy the incident, mitigate the impact and prevent its reoccurrence.

The Supplier shall have access to the Buyer's IT systems only to the extent and under the requirements specifically agreed in writing between the Parties in each case.

The Supplier shall not connect its own computer or other devices to Buyer's or the End Customer's network or provided equipment without prior written consent.

The Supplier shall not copy or reproduce information on data files, hard copy or other tangible media which results in the removal of any marking of ownership or of security class. The Supplier shall always handle information on data files, hard copy or other tangible media in a way that results in that considerable effort is required for any unauthorised persons to gain access to the information, regardless of if the information is handled within the Supplier's premises or not.

The Supplier shall, when providing the Deliverables, fulfil the Regulatory Requirements. In addition, the Supplier agrees, that the necessary access to the Buyer's or the End Customer's, or its affiliate's systems and data required for the provision of the Deliverables under the Agreement shall be in accordance with the Buyer's or its affiliate's policy on data processing. The Supplier shall inform the Buyer about any such data processing incidents or deficiencies in the Supplier's operations or which the Supplier has noticed about the Buyer's operations which may constitute security risks for the Buyer as soon as possible but no later than twenty-four (24) hours after the data processing incident or deficiency has been identified.

22 TRADE COMPLIANCE

The Supplier warrants to the Buyer that (a) the Supplier, including its employees, officers, directors, representatives, agents, affiliates and/or financial institutions, is not subject to any sanctions or otherwise listed or included on a Prohibited Party List, and (b) the Supplier is not directly or indirectly owned by one or more persons, entities or organizations listed on Prohibited Party List, nor controlled by, or acting on behalf of or for the benefit of any party or parties included on Prohibited Party List, and (c) the Supplier shall not engage, directly or indirectly, with any sanctioned persons, or territory targeted by sanctions in the development, manufacture, supply, delivery, financing or any other action relating to any Deliverable. The Supplier shall provide the Buyer with information in writing detailing its direct and/or indirect ownership upon request and shall immediately notify the Buyer in writing about any change of ownership, control and/or other circumstances that would place the Supplier in breach of the warranty made by the Supplier in this section.

The Parties hereby acknowledge and agree that the use of the Deliverables, which term is inclusive of any related goods, technology, information, equipment and/or software, may be subject to Trade Laws and each Party shall be solely responsible for its compliance with all applicable Trade Laws.

During the term of the Agreement, the Supplier shall at all times: (a) provide the Deliverables in compliance with all applicable Trade Laws, (b) not directly or indirectly resell, assign transfer, transmit, export, re-export, or provide the Deliverables, directly or indirectly, to any country, destination, corporation, organization, entity or person on Prohibited Party List in violation of any Trade Laws or any prohibited end-use pursuant to Trade Laws, and (c) shall not do anything which would cause the Buyer to be in violation of any Trade Laws. If requested the Supplier agrees to provide the Buyer with written assurances and sign other documents as may be reasonably required to comply with applicable Trade Laws.

The breach of any of the representations and warranties set forth above and/or the failure by the Supplier to comply with any part of this section, including being directly or indirectly owned by one or more persons listed on Prohibited Party List or controlled by, or acting on behalf of or for the benefit of any party or parties included on Prohibited Party List, shall constitute a material breach of the Agreement. In the event of such a material breach, the Buyer shall have the right, upon written notice to the Supplier, and with immediate effect, to suspend, cancel or terminate any Purchase Order or the Agreement without liability or further obligation.

The Supplier shall protect, indemnify, defend and hold harmless the Buyer from any fines, losses, claims, costs (including reasonable attorney's fees) and liabilities incurred as a result of the failure of the Supplier to comply with this section or with any Trade Laws.

23 AUDIT

The Buyer shall be entitled to follow up the fulfilment of the Supplier's obligations by self-reporting and/or auditing.

Upon request by the Buyer or the End Customer, the Supplier shall report in writing.

The Supplier shall enable the Buyer to perform audits at the Supplier's premises or sites and/or at the Buyer's premises or sites regarding the Supplier's proper fulfilment of the Agreement as regards pricing and invoicing, quantity and quality of the Deliverables and related processes, Confidential Information, Security Requirements, Personal Data protection, Trade Compliance and the Sustainability Obligations. Such audit shall be performed, subject to reasonable notice in advance.

Audit may only be carried out either by the Buyer's staff, by End Customer's staff or by professional third party contracted by the Buyer or the End Customer, provided that the contracted third party has entered into confidentiality undertakings reasonably acceptable to the Supplier. Audit must take place during regular business

hours and shall be carried out with the intention to avoid interruption of the Supplier's business.

The Buyer shall bear its own costs for audits, unless the audit identifies a breach of the Agreement by the Supplier, which is not insignificant, in which case the Supplier shall bear the Buyer's cost for the audit. The Supplier shall always bear the Supplier's cost for audits. With regard to audits performed in relation to the Supplier's Personal Data protection obligations under the Agreement, it is expressly agreed that if the audit does identify inconsistency or non-conformity caused by the Supplier or its affiliates, consultants, sub-contractors or other representatives, the Supplier shall bear the Buyer's cost for the audit.

In case of deficient compliance with the obligations under the Agreement the Supplier shall remedy the deficiency according to an action plan, with time limits, produced by the Supplier and subject to approval by the Buyer or the End Customer. The action plan shall be produced within the time frame decided by the Buyer or the End Customer.

Deficient compliance with this clause shall constitute an event of material breach as per clause 27.2 (i).

24 CONFIDENTIALITY

This clause applies if and to the extent that it does not contravene the provisions of any applicable confidentiality agreement.

The Agreement, including the result of the Purchase Order and all other information provided to or produced by the Supplier that does not already constitute public knowledge as a result of publication or that is already in the Supplier's possession or has been lawfully obtained by the Supplier from third parties, shall be treated as confidential information and may not be disclosed to third parties or used for any purpose other than the purpose stated in the Purchase Order without the prior written consent of the Buyer.

The Supplier shall restrict access to confidential information that has been disclosed to the Supplier by the Buyer or the End Customers to only the closely affiliated companies and personnel who need to know the confidential information when executing the Agreement and/or the Deliverables. The Supplier shall ensure that the persons are bound by and respect the obligations and limitations described in this clause by entering into confidentiality undertakings on corresponding terms.

All confidential information remains the property of the Buyer or the End Customer, and no license for or other rights to such confidential information are hereby granted or implied.

All confidential information is provided as is, without guarantees, neither express nor implied, in terms of reliability, accuracy or completeness.

All confidential information exchanged during the term of the Agreement is subject to applicable obligations and restrictions for a period of five (5) years after the Agreement expires.

The Supplier is aware that some of the End Customers require the personnel working for them to also sign individual confidentiality undertakings directly with them.

Upon request or upon completion of the Deliverables, all documentation and information belonging to the Buyer or the End Customers shall be handed over to the Buyer or the End Customers.

25 MARKETING

References to the Deliverables or the Agreement or the Buyer and/or the End Customers for marketing purposes, e.g. in press releases, are not permitted without the prior written consent of the Buyer.

26 FORCE MAJEURE

A Party shall be released from liability to compensate loss or from the obligation to perform certain obligations pursuant to the Agreement provided the loss or the omission is due to an event beyond the Party's control that the Party could not have foreseen at the time of concluding the Agreement ("**Force Majeure Event**"), which means any of, but not limited to, the following circumstances: labour market conflicts and every other circumstance over which a Party has no control, such as acts of government, fire, war, extensive military mobilization, riots, requisition, seizure, embargoes, sanctions, currency and export restrictions, pandemics, epidemics, natural disasters, extreme natural events, terrorist acts, and defects or delays in delivery by sub-contractors resulting from any aforementioned circumstance and the event prevents, significantly obstructs, or delays the performance thereof. The same applies where the loss or the omission is due to delay from a Party's sub-contractors caused by a Force Majeure Event.

A Party which invokes release pursuant to the above shall immediately notify the other Party in writing thereof. If the circumstances constituting Force Majeure continue for more than three (3) months, either Party shall have the right to terminate as set out in section 27.2.

Reasonable preventive measures shall have been taken by the Supplier to provide comprehensive protection against fire, burglary or flooding of the Supplier's premises. If reasonable preventive measures have not been taken, no such event shall constitute a Force Majeure Event.

27 TERMINATION

27.1 General

If the Buyer cancels a Purchase Order, the Supplier shall promptly report on the Deliverables and deliver all

documents and materials that have been produced within the framework of the Deliverables.

A Purchase Order is terminated automatically if the necessary export control licences are not granted or are withdrawn.

27.2 Material breach

A Party is entitled to terminate the Agreement with immediate effect if:

- i. the other Party has breached the basic provisions of the Agreement and has not taken remedial action within 30 days of a written request for such action or
- ii. the other Party or a third Party for which the Party is responsible is declared bankrupt, initiates composition negotiations, is subject to company reorganisation or is otherwise insolvent or the other Party has breached the provision of (i) Applicable Data Protection Laws, Product Safety Requirement, Prohibited Party List, Trade Laws, IPR Infringement, Confidentiality, Regulatory Requirements and Supplier Code; and (ii) a Party's or Party's sub-contractor's liability for fraud, gross negligence or willful misconduct, or liability for death or personal injury or to extent that the exclusions and limitations of liability would not be permitted under the Regulatory Requirements or
- iii. performance of the Agreement has been suspended under clause 26 (Force Majeure) for more than three (3) months.

27.3 Terminate by convenience

The Buyer may cancel its purchase commitments in a Purchase Order, by convenience, in whole or in part and at any time, with fourteen (14) days' written notice to the Supplier. If this occurs, the Supplier is entitled to compensation for the work performed and substantiated necessary costs during the notice period.

27.4 Change in control of ownership

The Buyer is entitled to terminate a Purchase Order with immediate effect in the event of direct or indirect change in control of ownership in the Supplier.

28 INSURANCE

The Supplier shall always have adequate liability insurance and be insured against accidents, claims for damages and claims from third parties for amounts that are appropriate and sufficient for each calendar year in which the Deliverables is performed. This insurance shall also cover documents and/or products belonging to the Buyer and/or the End Customer handled by the Supplier as well as property belonging to the Buyer and/or the End Customers or provided by the Buyer and/or the End Customers and which is at the Supplier's disposal.

If the Buyer makes such a request, the Supplier shall present an insurance certificate and proof of the premium paid.

29 EXPORT AND IMPORT LICENCES

The Supplier shall comply with the export control laws and regulations applicable to the performance of the Deliverables and timely apply for, obtain and secure any export control licences required in the territory of the Supplier and its subcontractors in such a way that deliveries can be made on time under the Agreement.

Where an export licence requires signed end-user certificates, the Parties shall assist each other in the preparation of such end-user certificates.

The Supplier shall provide the Buyer with information on the export control classification for all Deliverables or parts thereof.

If a necessary export control licence is delayed, not granted or withdrawn, the Supplier shall inform the Buyer of this in writing and without delay.

30 NO PARTNERSHIP

Nothing in the Agreement implies that or should be interpreted as if the Parties have established a joint venture, partnership or co-partnership, a principal-agent relationship or any other formal or legal corporate form or entity between the Supplier and the Buyer. Nothing in the Agreement prevents a Party from providing Deliverables within the scope of that Party's respective business operations.

The Parties are independent companies and neither Party shall or has the right to make commitments or representations or provide guarantees that are legally, financially or otherwise binding, or otherwise act with legal capacity on behalf of the other Party.

31 ASSIGNMENT

Neither Party may assign or transfer all or any rights or obligations under the Agreement without the prior written consent of the other Party.

32 NOTICES

Complaints and other notices concerning the application of the Agreement shall be sent by courier, registered letter, or e-mail to the addresses of the parties specified in the Agreement or subsequently amended.

Notice shall be deemed to have reached the recipient if sent by courier: when delivered to the recipient if sent by registered letter: Five days after submission for postal delivery and if sent by e-mail: on dispatch if receipt has been duly acknowledged.

Change of address shall be notified to the other Party in writing.

33 DISPUTES AND CHOICE OF LAW

33.1 Disputes

Disputes concerning the execution, interpretation or application of the Agreement shall preferably be resolved amicably by means of negotiations between the parties. Where a Party opposes the negotiations, the dispute shall be conclusively resolved by arbitration pursuant to the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The seat of arbitration shall be Stockholm, Sweden. The proceedings shall be held in English.

The Parties undertake, in perpetuity, not to reveal the existence or content of an arbitration award related to the Agreement, nor information regarding negotiations, arbitral proceedings, or mediation related to the Agreement. The provisions of this section do not apply unless otherwise follows from law, other statute, authority decision, stock exchange rules or standard practice on the stock market or is otherwise required to execute a judgement.

33.2 Choice of law

Swedish law, without regard to its conflict of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, shall govern the Agreement.

33.3 Survival of clauses

The provision of this clause 33 shall survive termination of the Agreement, howsoever arising.