

COMBITECH'S GENERAL TERMS AND CONDITIONS FOR PURCHASE OF SERVICES

1 SCOPE

These General terms and conditions shall apply to the purchase of any goods and/or services 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 refers to the delivered goods and/or services 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 refers to these General terms and conditions together with a Purchase Order or these General terms and conditions, 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.

ASSIGNMENT refers to the tasks, the software or hardware development and other goods and/or services to be provided by the Supplier, including but not limited to software or systems, and/or associated documentation as defined in the General terms and conditions and a Purchase Order and/or other documentation included in the Agreement

BUYER refers to the Combitech company purchasing the Deliverable from the Supplier.

CHANGES refer to 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 refers to a company that is part of the Combitech Group.

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

DELIVERABLE refers to all purchased goods and/or services and all results of assignments, including but not limited to all materials and documentation, in whatever form, arising out of or relating to an assignment,

including but not limited to all software modules and/or systems or parts thereof; all improvements and applications, all documentation, prototypes and similar materials, such as source code and object code; and all reports, documents, data, designs or other materials (in written or machine-readable form) which are prepared, written, developed, generated or otherwise provided by the Supplier to the Buyer under the Agreement.

END CUSTOMER refers to the Buyer's customer.

GENERAL TERMS AND CONDITIONS refer to these general terms and conditions.

INTELLECTUAL PROPERTY RIGHTS refers to all rights, title, and interests in intellectual property, in any and all geographic areas, whether existing pursuant to law (e.g., under applicable copyright, patent, trade mark, 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.

PURCHASE ORDER refers to 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 Assignment is defined.

SUPPLIER refers to the seller of the Deliverables.

3 NON-EXCLUSIVE

The Agreement is not exclusive. The Buyer reserves the right to purchase the same or equivalent goods and/or services 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. A contract 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 BUSINESS ETHICS

The Parties shall comply with applicable laws, rules, regulations, orders, embargoes, sanctions and otherwise comply with ethical standards, good practice, conventions and standards applicable to the Parties'

activities, Deliverables and the Assignment. The Supplier shall act in accordance with the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (1997) and the UN Convention against Corruption (2003).

The Supplier shall comply with the UN Global Compact and the 10 principles within the areas of human rights, working conditions, the environment and anti-corruption.

The Supplier shall minimise the use and emissions of hazardous substances and environmental pollutants, continuously improve its environmental protection measures and act in accordance with applicable laws, government regulations and international standards on environmental protection.

The Supplier shall comply with the Buyer's Code of Conduct in force at any given time and ensure that the personnel performing the Assignment are informed of and comply fully with the Buyer's Code of Conduct. The current version is available from www.combitech.com | Network Portal.

At the Buyer's request, the Supplier shall verify in writing that it complies with any or all of the above provisions.

The Buyer requires strict compliance with this provision and has the right to terminate the Agreement immediately if there is a breach thereof.

6 PRIVACY

The Buyer and the End customer may process personal data belonging to the Supplier's personnel within the performance of the Assignment. 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 law and only to the extent necessary for the performance of the Assignment.

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 Assignment, a separate data processing agreement shall be signed.

7 EMPLOYER'S OBLIGATIONS

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 issues relating to 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 this 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 above-mentioned 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 PERFORMANCE

The Supplier shall perform the Assignment in a competent and professional manner, in compliance with applicable laws and government regulations and with the competence and professional manner and the judgement and foresight that can reasonably be expected of a supplier with expertise in and experience of work similar to the Assignment.

At its own expense, the Supplier shall provide its personnel with the training and skills necessary for the performance in accordance with the Agreement.

Unless otherwise expressly agreed, the Supplier is responsible, at its own expense, for ensuring that it has a good computing environment standard that complies at least with general industry standards for offices, development environment and generic testing equipment.

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 Assignment.

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 Assignment 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 Assignment to ensure continuity. The Supplier is liable for any additional costs and/or delays arising due to the above-mentioned circumstances.

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 Deliverable 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 Deliverable.

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

In the event of assignments being carried out at the Supplier's premises, the Buyer and/or the End customer have the right to carry out or have an authorised auditor to perform audits. Each party is responsible for its costs associated with such audits.

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 Deliverable is 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 Assignment 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 Assignment 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 Assignment and, to the extent that the Assignment 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 assignment 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 Assignment however not exceeding a total of 15% of the agreed price for the Assignment.

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 Assignment
- 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 Assignment is mainly performed.

16.1 Travel

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

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 assignment 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 | Partner network portal. 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 Assignment.

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 an assignment, such as purchased goods/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 Assignment 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

A Party is liable for any damage/loss caused by that Party through fault or negligence.

Neither Party is liable for loss of production, loss of profit, loss of goodwill or other indirect damage suffered by the other Party.

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

The limitation of liability as described above does not apply to a third party's personal injury or damage to the property of a third party, in the event of infringement of intellectual property rights, breach of confidentiality, breach of general data protection regulation or in the event of intent or gross negligence

21 SECURITY

The Supplier shall perform work in accordance with the security regulations in force at the time the Agreement is concluded.

If the Supplier's personnel are to perform assignments for which activities or data is classified under Protective Security Act, a protective security agreement between the End customer and the Supplier shall be entered into.

22 CONFIDENTIALITY

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

This 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 this Agreement and/or the Assignment. 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 licences 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 this 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 agreements directly with them.

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

23 MARKETING

References to the Assignment or this 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.

24 FORCE MAJEURE

Both parties shall be entitled to suspend the performance of their obligations under the Agreement to the extent that such performance is prevented or has become unreasonably burdensome due to Force Majeure, 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 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.

The party wishing to invoke force majeure grounds pursuant to the foregoing shall notify the other party thereof, without delay, in writing after the event has occurred or can be predicted.

25 TERMINATION

25.1 General

If the Buyer cancels a Purchase Order, the Supplier shall promptly report on the assignment and deliver all documents and materials that have been produced within the framework of the Assignment.

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

25.2 Material breach

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

- i. the other Party has breached the basic provisions of this 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

- iii. the other Party has breached the provision of clause 5, compliance with applicable law and business ethics or
- iv. performance of the Agreement has been suspended under clause 24 (Force Majeure) for more than ninety (90) calendar days.

In case of rightful termination by either Party under (i)-(iii), the terminating Party is, subject to the limitations of liability set out in clause 20, entitled to compensation for the loss it has suffered as a result of the termination. The Buyer is also entitled to compensation for additional costs incurred in conjunction with the Assignment being outsourced to another supplier.

25.3 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.

25.4 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.

26 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 Assignment 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.

27 EXPORT AND IMPORT LICENCES

The Supplier shall comply with the export control laws and regulations applicable to the performance of the Assignment 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 goods and/or services 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.

28 NO PARTNERSHIP

Nothing in this 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 this Agreement prevents a Party from providing goods, products or services 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.

29 ASSIGNMENT

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

30 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.

31 DISPUTES AND CHOICE OF LAW

31.1 Disputes

Disputes concerning the execution, interpretation or application of this 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 this Agreement, nor information regarding negotiations, arbitral proceedings, or mediation related to this 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.

31.2 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.

31.3 Survival of clauses

The provision of this clause 31 shall survive termination of the Agreement, howsoever arising.