

# GENERAL TERMS AND CONDITIONS

**1. SCOPE OF APPLICATION**

**1.1 General & Contractual documentation**

1.1.1 These General Terms and Conditions shall apply to all supply of Services and/or Deliverables to the BUYER unless otherwise explicitly stated in a written agreement between the BUYER and the Supplier. Any additional or different terms imposed by the Supplier will not form part of the Agreement and are excluded and rejected by these General Terms and Conditions.

1.1.2 In the event of inconsistencies or contradictions between this document and other contractual documents of the Agreement, the following order of interpretations shall apply (as applicable), unless it is explicitly stipulated in these General Terms and Conditions that another order of interpretation shall apply.

- (a) Framework Agreement
- (b) General Terms and Conditions
- (c) Appendix 1 – Data Processing Agreement
- (d) Description of Deliverables
- (e) Purchase Order

1.1.3 The BUYER and the Supplier hereafter collectively referred to as the “Parties” and each individually as a “Party”.

**2. DEFINITIONS**

2.1 For the purposes of this Agreement, the terms and expressions shall have the meaning set forth in below, unless the context and circumstances in a certain case give obvious

“Agreement”	Means this agreement, including as applicable its appendices.
“Affiliate”	Means any company with the Zhejiang Geely Holding Group Co., Ltd. as its ultimate parent company.
“Assignment”	Means the Supplier’s provision and performance of the Services and delivery of the Deliverables.
“BUYER”	Means the company described in the applicable Purchase Order or Framework Agreement.
“BUYER Background Rights”	Means any and all Intellectual Property Rights owned, held, licensed or in any other way controlled by the BUYER at the time of the commencement of the Assignment or separately during the Assignment which is not exclusively the result of the Assignment.
“General Terms and Conditions”	Means this agreement document.
“Compensation”	Means the entire compensation payable by the BUYER to the Supplier under this Agreement, as set forth in a Description of Deliverable or a Purchase Order.
“Confidential Information”	means any and all information disclosed under this Agreement by the Parties and/or its Affiliates including but not limited to technical, practical and commercial information, designs, drawings, discoveries, ideas, concepts, know-how, techniques, specifications, diagrams, computer software, data, trade secrets, market opportunities, customer, supplier, financial, business, sales and marketing information, business systems and technical and business plans - relating to the business of the other Party and/or its Affiliates, or their products, whether disclosed orally, in writing or by electronic means, or in any other form, and regardless of whether or not marked or identified as confidential at the time of disclosure.

“Confidentiality Period”	Means the period of five years from the date of expiration or termination of the Agreement (whichever is sooner) and under which receiving Party has a duty to protect the Confidential Information disclosed under this Agreement.
“Damages”	Means any and all incurred costs and losses as a result of the breach or omission of an explicit or implicit undertaking under this Agreement, as well as deprivation of income due to either (i) breach of warranty regarding Intellectual Property Rights as set forth in Section 9.7, (ii) a Delay exceeding ten (10) weeks, or (iii) product recalls as a result of Defects.
“Defects”	Means that the Deliverables may in one or more respects not be used in the manner explicitly intended by the BUYER or by the Supplier in this Agreement or that the Deliverables or Services in any other respect deviates technically or functionally from what the BUYER reasonably would expect, based on the Supplier’s undertakings in this Agreement and the descriptions in a Description of Deliverables or a Purchase Order.
“Delays”	Means the exceeding of any deadline date as set forth in a Description of Deliverables or a Purchase Order.
“Deliverables”	Means what is set forth in Section 3 of a Description of Deliverables or in a Purchase Order.
“Intellectual Property Rights”	Means any and all intellectual property rights, including without limitation, patents and patentable inventions, copyright and copyright protected materials, neighbouring rights including but not limited to database rights, know-how (whether or not such know-how in itself is protectable as patents or as trade secrets), registered and unregistered trademarks and trade names, design rights, and any and all other rights in any country.
“Framework Agreement”	Means the framework agreement document that the Parties may have entered into, as applicable.

and unambiguous reason for any other interpretation.

<b>“Purchase Order”</b>	Means a document, in paper or electronic form, issued by the BUYER to the Supplier for the purchase of a products, Services or Deliverables.
<b>“Result”</b>	Means any and all Intellectual Property Rights in and to result of the performing of the Assignment, including but not limited to the Deliverables, whether such result was the explicit or implicit intention of the BUYER and/or the Supplier or was neither Party’s intended result of the Assignment at the time of entering into this Agreement, and including any complete or non-complete partial result, whether delivered or not at any time during the Assignment.
<b>“Regulatory Requirements”</b>	Means any statutory requirement, restriction or regulation applicable to performing the Assignment, including but not limited to requirements on the Supplier such as export control regulations, personal data regulations, labour requirements etc. and requirements on the Deliverables such as product safety regulations and environmental requirements.
<b>“SCC”</b>	Means what is set forth in Section 16.2 below.
<b>“Services”</b>	Means what is set forth in Section 3 or in a Purchase Order.
<b>“Supplier Input Knowledge”</b>	Means what is set forth in Section 9.7.1 below.
<b>“Supplier Background Rights”</b>	Means Intellectual Property Rights which the Supplier can show was the property of the Supplier at the time of the commencement of the Assignment or have been separately developed during the time of the performing of the Assignment and in no aspect related to the Supplier’s performing of the Assignment.
<b>“Supplier”</b>	Means the counterparty to the BUYER as indicated in Section 1 in a Description of Deliverables or a Purchase Order, as applicable.
<b>“Technology Agreement”</b>	Means a separate agreement that, due to extraordinary technology, stipulates deviations from (and accordingly takes precedence over) the terms regarding Intellectual Property Rights and thereto related terms herein.

### 3. ASSIGNMENT

#### 3.1 General

3.1.1 The Supplier shall perform all parts of the Assignment in accordance with the provisions of this Agreement and with the skill, speed and care. The Supplier explicitly acknowledges that one of the main purposes of the Assignment is to accomplish the Result and thus undertakes to take all reasonable efforts in performing the Assignment for the Result to be protected as Intellectual Property Rights and not infringe on third parties' Intellectual Property Rights.

3.1.2 For such parts of the Assignment that are performed at the BUYER's premises, the BUYER undertakes to provide such standard equipment as the BUYER, at its own discretion, decides is required for the performance of the Assignment. Unless otherwise explicitly agreed in writing, the Supplier shall provide all other equipment than standard equipment. The Supplier shall ensure to follow the BUYER's instructions regarding the handling and use of any equipment provided by the BUYER.

#### 3.2 Modification of Assignment

3.2.1 The BUYER is entitled to modify the Assignment by written notice thereof sent to the Supplier by authorised representative of the BUYER, becoming effective on the day of receipt by the Supplier. The BUYER may not, however, make a substantial modification without the Supplier's prior consent, which shall not be unreasonably withheld.

3.2.2 In the event of a modification of the Assignment, Compensation to the Supplier shall either be increased or decreased in proportion to the modification. Except as specifically mentioned in the foregoing, the Supplier shall not be entitled to any other compensation as a result of modifications of the Assignment.

#### 3.3 Management and responsibility of Assignment

3.3.1 The Parties' representatives shall be agreed in the Description of Deliverables or the Purchase Order as applicable and shall in consultation with each other, plan the details of and manage the Assignment. The representatives are authorized to represent the Supplier and the BUYER respectively in all matters concerning the Assignment. They are, however, not authorized to make any amendments to this Agreement. A Party may at any time replace its representative. The other Party shall without delay and in writing be informed of any such replacement.

### 4. PERSONNEL AND STAFF

4.1 For performance of the Assignment, the Supplier will utilise the persons described in the Description of Deliverables or the Purchase Order, as applicable. Replacement of named personnel may only occur to other persons with experience and capacity at least corresponding to the replaced person's.

### 5. BUYER POLICIES AND REGULATIONS

5.1 The Supplier shall ensure that all of its personnel engaged in the performance of the Assignment, adheres to the BUYER's from time to time applicable code of conduct and other regulations, policies and instructions, including but not limited to in respect of security, safety, working-hours, anti-corruption and privacy.

5.2 The Supplier undertakes to adhere to the BUYER's at any time applicable standards, including but not limited to quality (ISO 9000) and environmental (ISO 14000) standards. The Supplier furthermore undertakes to, as instructed and reasonably may be required by BUYER, support and take part in the process of implementing such standards in the BUYER's operations, to the extent such standards may be related to the Assignment. Requirements regarding the foregoing shall either be communicated by the BUYER to the Supplier in writing at the time of entering

into the Agreement or in separate written notice in reasonable time before the requirement to have effect.

### 6. REGULATORY COMPLIANCE

6.1 Each of the Parties shall comply with all Regulatory Requirements that relates to its own type of business and the performance of the Assignment.

6.2 To the extent the Assignment involves processing of personal data, the BUYER shall be deemed personal data controller and the Supplier shall be deemed personal data processor under the applicable data protection legislation, unless otherwise agreed in writing by the Parties. Accordingly, the Supplier undertakes to adhere to and follow the terms of the requirements in Appendix 1 – Data Processing Agreement.

6.3 The Supplier shall indemnify and hold the BUYER harmless from any claims from third parties resulting from the Supplier not complying with Regulatory Requirements in relation to performing the Assignment.

### 7. COMPENSATION AND PAYMENT

#### 7.1 General

7.1.1 Subject to any compensation model that may be set forth in a Framework Agreement, the Supplier shall be entitled Compensation for Services and Deliverables as set forth in the Purchase Order, the Description of Deliverables respectively.

7.1.2 The Compensation shall be deemed fixed and not subject to indexation or other forms of adjustments unless otherwise explicitly stated in this Agreement or in separate written agreement between the Parties.

7.1.3 With the exclusion of Swedish VAT, the Compensation shall be deemed inclusive of all taxes, fees and levies imposed on the performance of the Assignment in Sweden or in any other country. Should the Assignment involve transportation, the Compensation shall be deemed to include packaging and other additional costs in relation to such transports, unless otherwise explicitly stated in this Agreement or in separate written agreement between the Parties. The agreed delivery term shall be construed in accordance with Incoterms 2010. Unless otherwise explicitly agreed, the delivery clause shall be FCA.

7.1.4 Should additional services, products or similar that are not listed or identified in the Description of Deliverables or Purchase Order be required for the Supplier to perform the Assignment, the prices for such requirements shall be established by extrapolation of the Compensation.

7.1.5 Business travelling shall follow the BUYER's from time to time applicable travel policy. Unless otherwise stipulated in such policy, at the time of entering into this Agreement, travel time compensation is regulated as 30% of hourly fee for each individual consultant, maximum eight (8) hours per day. Travel between Supplier premises and BUYER shall not be deemed travel that entitles compensation.

7.1.6 The Supplier shall ensure that information about such matters as Compensation as a whole or broke down into hourly fees are not available to people within the Supplier's organisation who are not directly involved in the provision of the Assignment or need it for the purpose of payment.

#### 7.2 Invoicing and Verification

7.2.1 Subject to any compensation model that may be set forth in a Framework Agreement or the Description of Deliverables or the Purchase Order, fee amounts and specific reimbursement of costs shall be invoiced monthly, one working week before the last day of each month. Payment shall be made no later than forty-five (45) days after receipt of a relevant and correct invoice. In the event that the Supplier is in Delay, BUYER's undertaking to complete

- payment for such part of the Assignment that is affected by the Delay shall be adjusted corresponding to the Delay.
- 7.2.2 The Supplier's invoices shall be issued by the legal entity specified as Supplier in the applicable Purchase Order /Description of Deliverable and shall contain the information below, and may otherwise be returned to Supplier for re-issuance:
- a) Correct number of applicable Purchase Order/Description of Deliverable;
  - b) Type and extent of work performed, including hourly fees and the number of hours worked per consultant (if applicable);
  - c) Itemization with relevant documentation, e.g. time reports;
  - d) The latest date of Payment;
  - e) Complete invoiced amount and VAT amount;
- 7.2.3 Costs and expenses the Supplier is entitled reimbursement for to shall be invoiced separately and shall in addition to a), d) and e) above also include attachments of complete verifications such as receipts and other information that may be required to confirm applicability.
- 7.2.4 The Supplier is responsible for paying all taxes and social security contributions etc., according to law and applicable collective bargain agreements, for its performance of the Assignment. Should the BUYER, for any reason whatsoever, be required to pay any such costs or charges, the Supplier shall fully reimburse BUYER for any and all costs incurred in respect thereof.

## 8. RECORDS AND AUDIT INSPECTIONS

- 8.1 During the term of this Agreement and for a period of one (1) year after the expiry or termination thereof, the Supplier agrees to keep full and proper books and records of accounts relating to the Assignment.
- 8.2 The BUYER shall have the right at any time, but no more than twice (2) each calendar year during the term of this Agreement, and for one (1) year thereafter, to audit and make copies of such books and records of the Supplier referred to above under Section 8.1 above. Such audit shall be made during regular business hours and in such manner as will not unreasonably disturb the ordinary business of the Supplier and shall be conducted by an independent accountant selected by the BUYER. The Supplier agrees to provide the designated accountant access to all relevant books, records and facilities required to determine if the base for calculation of the Compensation is correctly reported and to reimburse the BUYER for all costs thereof if the audit shows that the BUYER is to be credited as a result of inaccurate invoices.

## 9. INTELLECTUAL PROPERTY RIGHTS

### 9.1 General

- 9.1.1 Intellectual Property Rights are critically important for the BUYER to pursue its business interests and it is accordingly important that the Supplier contributes to both secure the rights with the BUYER and minimises the risks for infringing on third parties' rights. In light of this, and with respect for the Supplier's business that may be based on Supplier Background Rights, this section 9 stipulates entitlement to the Result of the Assignment (9.4), including to such part of the Result that may be based on Supplier Background Rights, as well as warranty (9.7) and procedures (9.8) in case of an infringement situation. Deviations from this section 9 may only be agreed in writing in a Framework Agreement or a Technology Agreement.
- 9.1.2 For the purposes of this Section 9, the rights and/or benefits of the BUYER shall also accrue to the BUYER's Affiliates.

### 9.2 BUYER Background Rights

- 9.2.1 Any and all BUYER Background Rights are and shall remain the exclusive property of the BUYER (or its licensors, as applicable). Nothing set forth in this Agreement shall constitute or be deemed a transfer of BUYER Background Rights to the Supplier, other than such use of BUYER Background Rights that form an obvious part of performing the Assignment.
- 9.2.2 The Supplier shall immediately cease all use of BUYER Background Rights upon expiration of this Agreement, for whatever reason.

### 9.3 Supplier Background Rights

- 9.3.1 Any and all Supplier Background Rights are and shall remain the property of the Supplier.
- 9.3.2 Should the Result consist of, embed and/or be dependent upon Supplier Background Rights, the Supplier hereby grants the BUYER a perpetual nonexclusive, transferrable, sub-licensable, irrevocable, worldwide license to, by itself or through a third party use, alter, modify, amend, market and sell such part of Supplier Background Rights.

### 9.4 Result

- 9.4.1 With the exception for such part of the Result that is referred to in Section 9.3.2 above, any and all Intellectual Property Rights in and to the Result shall vest with the BUYER as exclusive owner.
- 9.4.2 The Supplier undertakes to take all reasonable measures, during as well as after the time of the Assignment, as applicable, to enable, maintain and subsequently transfer any and all Intellectual Property Rights with the purpose of ensuring the BUYER's right according to Section 9.4.1 above, or what may be set forth in a Framework Agreement, as applicable.

### 9.5 Moral rights

- 9.5.1 The Supplier waives any and all current and future moral rights (including corresponding rights under any jurisdiction) in and to the Result in relation to the BUYER or such third party which by license or otherwise derives its right to the Result from the BUYER.

### 9.6 Inventor compensation

- 9.6.1 In the event that an individual person utilised by the Supplier for performance of the Assignment has been particularly contributing to the creation of Intellectual Property Rights, such contributing person shall be compensated in accordance with the BUYER's from time to time applicable policy. For the avoidance of doubt, such compensation as in the foregoing replaces any right to compensation for the Supplier and/or its staff under law, collective agreement or otherwise and this undertaking does not mean that the BUYER assumes any undertaking that the Supplier may have accepted in relation to any of its staff, in the capacity of employer to such staff. The Supplier furthermore agrees to ensure that any such inventor compensation is forwarded to the entitled person in full in accordance with the policy.

### 9.7 IP Warranty

- 9.7.1 The Supplier warrants that any and all knowledge, information, technology or know-how brought by the Supplier to be used and/or utilised in the Deliverables and/or in performing the Assignment, including but not limited to Supplier Background Rights ("Supplier Input Knowledge") or the use of Supplier Input Knowledge, does not infringe on existing patents or other Intellectual Property Rights belonging to a third party.
- 9.7.2 In the event of a claimed infringement as described in Section 9.7.1 the Supplier undertakes to:

- (a) immediately either (i) ensure and enable the BUYER's continued use of Supplier Input Knowledge, by agreement with claimant or otherwise, or (ii) at the request of the BUYER and within reasonable time, replace such part of Supplier Input Knowledge that cause the infringement with a similar solution of equal or superior quality and functionality, and
  - (b) indemnify and in all respects, hold the BUYER harmless from and against all claims and proceedings arising from such infringement.
- 9.7.3 In the event that a claimed infringement subsequently proves to not constitute an infringement, the BUYER undertakes to reimburse the Supplier for such borne costs that the Supplier can show was caused by the Supplier's fulfilment of its undertakings in Section 9.7.2 above.
- 9.7.4 For the avoidance of doubt, the Parties acknowledge that a breach in the warranty as set forth in Section 9.7 shall be deemed a material violation according to Section 12.
- 9.8 Infringement procedures**
- 9.8.1 The Supplier shall give the BUYER immediate notice of any acts of infringement by a third party involving Intellectual Property Rights relating to BUYER Background Rights or the Result, whereupon the BUYER shall consult with the Supplier for the BUYER to determine, at its own discretion, an appropriate course of action, if any, to be taken in such circumstances. The Supplier shall to a reasonable extent assist the BUYER in any proceedings against an infringer, provided that the BUYER reimburses the Supplier for any reasonable expenses incurred in connection therewith. If the Parties are unable to agree on a joint course of action to be taken, the BUYER may in its sole discretion decide whether or not actions shall be taken against the infringer and the Supplier accordingly undertakes to only take such legal actions as instructed by the BUYER.
- 9.8.2 Likewise, the Supplier shall promptly notify the BUYER of any alleged infringement on any third party's intellectual property or proprietary rights caused directly or indirectly by the performance of the Assignment, to BUYER Background Rights or to the Result. Subject to the BUYER being given full and exclusive control over any legal proceedings and negotiations with such third party, the BUYER shall defend and hold the Supplier harmless against any such third party's demand, claim, proceedings or judgment rendered against the BUYER or the Supplier with regards to the Supplier's performance of the Assignment, provided such performance is not in excess of what is described in Appendix "Deliverables" or Section 3 (as applicable) and that such infringement is not related to Supplier Input Knowledge.
- 9.9 Supplier staff and personal undertakings**
- 9.9.1 Supplier undertakes to ensure that any and all staff, company representative, sub-consultants or any other person working with the Assignment on behalf of Supplier is bound by undertakings regarding Intellectual Property Rights that reflects and respects the Supplier's undertakings in this Section 9.
- 9.9.2 Supplier further undertakes to, upon request by the BUYER and at the BUYER's discretion, ensure that key persons involved in the Assignment enters into personal undertaking agreement corresponding to the undertakings of the Supplier regarding Intellectual Property Rights in this Agreement, unless the Supplier is prohibited to enter into such agreements by mandatory law or collective agreement.
- 9.9.3 For the avoidance of doubt, any breach, omission or other violation by such key personal in such personal undertaking agreement of the terms set forth therein, shall be deemed a violation of this Agreement, with the consequences, liabilities etc. set forth herein.

**9.10 IP compliance measures**

- 9.10.1 The Supplier undertakes to, on a regular basis, take such internal measures as may reasonably be expected in order to ensure that the Supplier can fulfil its undertakings in this Agreement and keep the BUYER informed about the result of such measures as well as, upon request, provide the BUYER with information on measures taken. This undertaking includes, but is not limited to:
- (a) review, during the course of the Assignment, whether the warranty set forth in Section 9.7.1 can be respected, and
  - (b) review whether potentially applicable mandatory law in other countries regarding Intellectual Property Rights may affect the Suppliers ability to respect the undertakings otherwise set forth in this Section 9.

**9.11 Publicity**

- 9.11.1 The Supplier may not, without the prior written consent of the BUYER for each occasion, orally or in written materials, including in its customer lists and other marketing or publicity efforts, or otherwise, represent that the BUYER is buying in accordance with the Assignment from the Supplier, including using the BUYER's name or logo (or any trade name, trademark, service mark, symbol or any abbreviation, contraction or simulation thereof used by the BUYER).

- 9.11.2 To avoid misunderstandings, the Supplier is not in any way authorised to use any Intellectual Property Rights of the BUYER or the BUYER's Affiliate unless explicitly agreed in this Agreement.

**10. CONFIDENTIALITY**

**10.1 Supplier undertaking**

- 10.1.1 The Supplier shall not during the time of this Agreement and for a period of five (5) years after its termination for whatever reason disclose Confidential Information of the BUYER. The Supplier shall take all necessary precautions reasonably calculated to prevent an unauthorized disclosure or use of Confidential Information by employees.

- 10.1.2 The confidentiality undertaking set forth in this Section 10 shall, however, not apply to any Confidential Information that:

- (a) the Supplier can evidence to be publicly available without any breach of this Agreement or can evidence to have been in the possession of before receiving it from the BUYER; or
- (b) the Supplier is required to disclose as a consequence of mandatory law, final court order or other mandatory requirement. The Supplier shall in this event endeavour to consult with the BUYER prior to any such disclosure.

- 10.1.3 A violation of the obligations in this Section 10 shall be deemed to exist also without proof of intent or negligence.

**10.2 BUYER undertaking**

- 10.2.1 Should a separate mutual non-disclosure agreement ("NDA") have been entered into prior to this Agreement, the BUYER's undertakings in such NDA shall remain in force during the Term of this Agreement, unless otherwise is explicitly agreed between the Parties in such NDA.

**10.3 Supplier staff and personal undertakings**

- 10.3.1 Supplier undertakes to ensure that any and all staff, company representative, sub-consultants or any other person working with the Assignment on behalf of Supplier is bound by undertakings regarding confidentiality that reflects and respects the Supplier's undertakings in this Section 10.

10.3.2 Supplier further undertakes to, upon request by the BUYER and at BUYER's discretion, ensure that key persons involved in the Assignment enters into personal undertaking agreement corresponding to the undertakings of the Supplier regarding Confidential Information in this Agreement, unless the Supplier is prohibited to enter into such agreements by mandatory law or collective agreement.

10.3.3 For the avoidance of doubt, any breach, omission or other violation by such key personal in such personal undertaking agreement of the terms set forth therein, shall be deemed a violation of this Agreement, with the consequences, liabilities etc. set forth herein.

## 11. COMPETITION

The Supplier undertakes not to directly or indirectly compete with the BUYER or with the purpose of the Assignment. The Supplier's operations or activities that (i) is described in the Description of Deliverables or Purchase Order, (ii) in prior was authorized in writing by the BUYER, or (iii) the Supplier can show that the BUYER should have been aware of when entering into this Agreement, shall not be deemed competing according to the foregoing.

## 12. BREACH OF AGREEMENT

### 12.1 General

The Supplier shall indemnify the BUYER from and against all claims, actions, proceedings, costs (including reasonable legal fees), expenses, losses, damages and liabilities arising from a breach of this Agreement or omission of an explicit or implicit undertaking by the Supplier, its personnel and/or its sub-consultants (if any), a Defect and/or a Delay.

12.1.2 If the BUYER materially violates a provision of this Agreement and does not remedy such breach within thirty (30) days from receipt of notice thereof, the Supplier shall be entitled to revoke this Agreement and request damages at a maximum amount of the total amount paid to the Supplier up until the date of the said notice, or a maximum amount corresponding to the lump sum payable by the BUYER to the Supplier, as applicable.

### 12.2 Remedy of Defects and Delays

12.2.1 Defects shall, upon request by the BUYER, be remedied without delay by the Supplier. The BUYER shall be entitled to remedy Defects, itself or by a third party, at the Supplier's expense if the Supplier fails to fulfil its obligation to remedy the Defect within reasonable time from the day the Defect was reported to the Supplier.

12.2.2 In case of Delay of the whole or part of the Assignment, a penalty shall be paid in the sum of one (1) percent of stipulated fixed price or anticipated contract value, as applicable, for each week or part thereof for which the Assignment is Delayed.

### 12.3 Relief

12.3.1 The Supplier shall not be liable to pay penalty due to Defect or Delay if the Supplier can prove that the Defect or Delay is exclusively and unambiguously the result of the BUYER's deficient or faulty information to the Supplier.

12.3.2 If the Supplier is not informed as necessary, or finds reason to believe that received information is not sufficient in relation to performing the Assignment, the Supplier shall immediately inform the BUYER in writing thereof, including required information and potential risks or adverse consequences of such insufficient information and await further information and instructions from the BUYER. If the Supplier does not inform the BUYER about required information accordingly, the Supplier shall not be relieved from any liability as set forth in Section 12.3.1 above.

## 13. LIABILITY

### 13.1 Limitation of liability

13.1.1 Except in relation to its liability arising from wilful misconduct or intent or breaches of Sections 9 (Intellectual Property Rights) and 10 (Confidentiality), the Supplier's aggregate liability under this Agreement shall not:

- (a) per claim or series of related claims exceed the higher amount of (i) one hundred twenty (120) times the base amount, at the time when the breach was claimed, pursuant to the Social Insurance Code (SFS 2010:110) and (ii) the Compensation under such Description of Deliverable or Purchase Order the liability is arising from, or
- (b) include any indirect or consequential damages.

### 13.2 Force Majeure

13.2.1 Neither of the Parties shall be liable to perform any obligations, if impossible by reason of force majeure, including but not limited to, industrial disputes, strikes, lock-outs, riots, mobs, fires, floods, wars, embargo, or by reason of regulations or order of any government agency or any circumstances beyond the control of the Parties. As soon as such force majeure events are no longer present, performance under the Agreement shall be resumed.

13.2.3 In order to obtain discharge of liability pursuant to Section 13.2, a Party must notify the other Party thereof in writing without delay.

13.2.4 Either Party may terminate this Agreement in writing with immediate effect and without incurring any liability of any kind, except for Compensation for already performed portions of the Assignment, in the event that the force majeure events described in Section 12.2.1 continues for a period of more than three (3) months.

### 13.3 Insurance

13.3.1 The Supplier shall, during the term of this Agreement, maintain an appropriate liability insurance considering the undertakings and risk exposure relating to the Assignment in order to cover claims by the BUYER.

13.3.2 The Supplier shall also, during the term of this Agreement, have satisfactory insurance coverage against fire, burglary and similar events for all documents and other media containing data about the Assignment as well as for any assets belonging to the BUYER held by the Supplier.

13.3.3 The Supplier shall, upon request, provide the BUYER with copies of all insurance policies or corresponding certified documentation verifying the aforementioned insurance coverage

## 14. MISCELLANEOUS

### 14.1 The Supplier's independence

14.1.1 Nothing in this Agreement shall be interpreted or construed as making either Party the partner, joint venture, agent, legal representative, employer or employee of the other Party.

14.1.2 Neither Party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other Party in any matter whatsoever.

### 14.2 Assignment of Agreement

14.2.1 A Party may neither transfer nor assign its rights or obligations under this Agreement, to any third party without the prior written consent of the other Party. However, the BUYER may without consent assign any or all of its rights and obligations to any of its Affiliates.

- 14.3 **Notices and language**
- 14.3.1 Unless otherwise agreed in writing by the Parties, all notices authorisations and requests in connection with this Agreement shall be given by personal service registered mail or confirmed email, to the contact details indicated in a Purchase Order, the Description of Deliverables. A notice shall be deemed to have been given:
- (a) in the case of personal service: at the time of service;
  - (b) in the case of registered mail: three (3) days after the date of mailing; and
  - (c) in the case of email: on the date the email is sent, provided that receipt is confirmed by the other Party.
- 14.4 **Headings**
- 14.4.1 Headings are used in this Agreement for convenience only, and shall not affect any construction or interpretation of this Agreement.
- 14.5 **Amendments**
- 14.5.1 No amendments, changes, revisions or discharges of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and signed by both Parties.
- 14.6 **No waiver**
- 14.6.1 The failure of either Party hereto to insist upon the strict adherence to any term of this Agreement on any occasion shall not be considered as a waiver of any right hereunder, nor shall it deprive that Party the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time. The Parties particularly acknowledge that BUYER's project proceedings involve gateways and approval procedures, which shall not be deemed approvals of performed obligations under this Agreement or be deemed waiving any right hereunder.
- 14.7 **Entire agreement**
- 14.7.1 The Parties confirm that this Agreement represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.
- 14.8 **Severability**
- 14.8.1 If any provision in whole or in part of this Agreement shall be held by a court of competent authority to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 15. TERM AND TERMINATION**
- 15.1 **General and formation of Agreement**
- 15.1.1 Subject to the ordinary term of this Agreement as set forth in the Description of Deliverables or a Purchase Order, or in a Framework Agreement (as applicable), what is set forth below in this Section 15 shall apply.
- 15.1.2 The Supplier's quote shall be binding for the Supplier in accordance with what is set forth regarding validity in such quote. The subsequent legally binding agreement, (including such part of the quote as incorporated into the applicable Description of Deliverables or other similar documents) is thereupon formed between the Parties when the BUYER is issuing the Purchase Order to the Supplier.
- 15.2 **Premature termination**
- 15.2.1 If either Party (i) is in material breach of the Agreement; or (ii) commits numerous breaches of its duties or obligations under the Agreement which in the aggregate are material to the other Party, and the defaulting Party has not remedied such breach (if capable of being remedied) to the reasonable satisfaction of the non-defaulting Party within thirty (30) days after having been notified in writing thereof, the non-defaulting Party may terminate this Agreement with immediate effect.
- 15.2.2 In addition to the above, a Party is entitled to terminate the Agreement with immediate effect and without any liability for compensation due to such termination if: the other Party enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent; or the other Party is acquired by a competitor of the Party seeking termination.
- 15.2.3 Where the BUYER is entitled to terminate the Agreement, the BUYER may, at its own discretion, elect to partially terminate certain parts of the Assignment as well as to decide when such termination shall be effective.
- 15.3 **Cancellation**
- 15.3.1 The BUYER is entitled at any time to cancel unperformed parts of the Assignment by sending written notice thereof to the Supplier at least 15 days prior to such cancellation to become effective. In the event of such a cancellation, the BUYER shall pay compensation to the Supplier for work already performed and non-reimbursable costs borne at the time of the effect of the cancellation, whereupon the Agreement shall be deemed terminated upon completion of such payments.
- 15.4 **Consequences of termination**
- 15.4.1 Irrespective of any termination according to this Section 15, or to the reason thereof, what is set forth regarding noninterruption of the Assignment in Section 16.5 shall apply.
- 15.4.2 Upon termination of this Agreement for whatever cause:
- (a) the Supplier shall immediately cease to use any equipment provided by the BUYER, any information, material or technology that may be deemed BUYER Background Rights; and
  - (b) the Supplier shall immediately return any materials and documentation related to the Assignment that is provided by the BUYER to the Supplier under this Agreement or is produced by the Supplier under this Agreement with the intention that the BUYER shall use it and/or own it.
- 15.5 **Surviving clauses**
- 15.5.1 Sections 6, 8, 9, 10, 11, 12, 14.5 and 16 of these General Terms and Conditions shall survive any termination or expiration hereof.
- 16. GOVERNING LAW AND DISPUTES**
- 16.1 This Agreement shall be governed by the substantive law of Sweden.
- 16.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").
- 16.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.
- 16.4 The seat of arbitration shall be Göteborg, Sweden. The language to be used in the arbitral proceedings shall be English.
- 16.5 Even if any problem or other dispute arises between the Parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall the Supplier interrupt the performance of the Assignment to the



BUYER, disable any hardware, software or access to information, or perform any other action that prevents impedes or reduces in any way the performance of the Assignment or the BUYER's ability to conduct its activities, unless: (i) authority to do so is granted by the BUYER or by a court of competent jurisdiction; or (ii) the term of the Agreement has expired according to Section 15 above.

- 16.6 The Parties agree, without limitation in time, not to disclose the existence or contents or any decisions or awards with regards to this Agreement or information about proceedings or arbitration due to the same. The provisions set forth in this Section 16.6, shall not apply unless in compliance with law, other legislation, authority's order, securities exchange regulations or practice on the securities exchange or is otherwise required for the enforcement of a decision.