

General terms and conditions for consultancy services within Causey & Westling Consulting AB

1. Introduction

- 1.1. These general terms and conditions are applicable for services (the "Assignment") provided by Causey & Westling Consulting AB ("CauseyWestling") to client ("Client").
- 1.2. In addition to these general terms and conditions, a special assignment letter or framework agreement (the "Assignment Letter") may be entered. In the event of a conflict between these general terms and conditions and the Assignment Letter, the Assignment Letter takes precedence.
- 1.3. CauseyWestling and the Client are hereinafter collectively referred to as the Party or the Parties.

2. Fees, invoicing and payment terms

- 2.1. At the entry of assignment agreement, fees are determined according to CauseyWestling's current hourly fees unless otherwise has been agreed. Upon request, CauseyWestling can at the beginning of an assignment provide the Client with an estimate of fees and, depending on the nature of the assignment, also agree on a budget or other fee arrangement. All fee amounts are stated excluding VAT.
- 2.2. In addition to fees, CauseyWestling may charge the Client for expenses and costs in connection with the Assignment, such as expenses for travel and accommodation.
- 2.3. Invoicing takes place monthly, unless agreed otherwise. Upon request, current information on accrued fees is provided.
- 2.4. Unless otherwise agreed, CauseyWestling's invoices are due for payment 15 days after the invoice date. After the due date, default interest is paid in accordance with the Swedish Interest Act.
- 2.5. If the Client does not pay the overdue claim on time, CauseyWestling has the right to cancel the Assignment, whereby CauseyWestling is free from liability for any resulting delay or other damage that may be caused by the interruption.

3. Execution of the assignment

- 3.1. CauseyWestling shall perform all parts of the Assignment in accordance with these general terms and conditions and with the skill, speed and care that the Client has reason to expect from a reputable consulting company.
- 3.2. For each assignment, one of CauseyWestling's partners is appointed to have the main responsibility for our services (partner responsible for the assignment). The partner responsible for the assignment has full freedom of action to appoint the staff that he or she deems should handle the assignment to ensure that it is carried out appropriately.
- 3.3. Advice in connection with the Assignment refers to circumstances under Swedish law and does not take into account other legal systems unless explicitly stated in the Assignment Letter.

4. Cooperation with other advisors

- 4.1. CauseyWestling has the right to freely appoint sub-consultants if CauseyWestling deems it necessary for the performance of the Assignment. CauseyWestling is responsible for the sub-consultant's work performed and is entitled to compensation corresponding to the sub-consultant's fee for work within the scope of the Assignment.
- 4.2. CauseyWestling shall, after consultation with the Client, appoint an external expert if CauseyWestling deems it necessary for the execution of the Assignment. The Client is responsible for the expert's fees and costs.

5. Information

- 5.1. It is the Client's responsibility to at the request of CauseyWestling without delay provide complete and correct information for the completion of the Assignment. CauseyWestling is not responsible for delays in the Assignment and increased fee costs for the Client as a result of the Client, or a third party designated by the Client, being in delay in providing information or of the Client, or a third party designated by the Client, not taking the necessary measures to fulfill the Assignment.
- 5.2. Unless otherwise agreed, the Assignment is based on the information provided by the Client and CauseyWestling assumes that the information provided is correct. CauseyWestling is not responsible for conclusions or recommendations based on incorrect or incomplete information from the Client or from the Client designated third party.

6. CauseyWestling's confidentiality obligation

- 6.1. CauseyWestling undertakes not to disclose to outsiders confidential information concerning the Client's operations and affairs without the Client's consent. CauseyWestling's staff are during and after the employment bound by confidentiality regarding information about, among other things, CauseyWestling's clients.
- 6.2. "Confidential information" means any information, in verbal or written form, of a technical, economic or commercial nature, with the exception of such information as:
 - Are generally known or come to public knowledge in other ways than through breaches of the confidentiality obligation according to 6.1 above;
 - CauseyWestling has received from a third party who is not bound by the confidentiality obligation according to 6.1 above, and
 - CauseyWestling must provide by law or as a result of professional obligation or to comply with a decision of an authority or court.
- 6.3. CauseyWestling is responsible for any sub-consultant in accordance with section 5.2 confirming the above confidentiality obligation.

7. Client's confidentiality obligation

- 7.1. The Client undertakes not to disclose confidential information regarding the Assignment to third parties without the consent of CauseyWestling.
- 7.2. "Confidential information" refers to any advice and information, in oral or written form, of a technical, financial or commercial nature given to the Client in connection with the Assignment or which the Client otherwise becomes aware of in connection with the Assignment, with the exception of such advice and information which:
 - are generally known or come to public knowledge in other ways than by breach of the confidentiality obligation according to 7.1 above, and
 - The Client received from a third party who is not bound by the confidentiality obligation according to 7.1 above, and
 - The Client must provide by law or as a result of a professional obligation or to comply with an authority or court decision.

8. Property rights and intellectual property rights

- 8.1. CauseyWestling has the ownership of all material provided by CauseyWestling in connection with the execution of the Assignment, as well as all results in the form of e.g. reports that emerge at the

execution of the Assignment ("Results"), unless otherwise agreed in the Assignment Letter.

- 8.2. CauseyWestling holds copyright and other intellectual property rights to the Results and all other material that CauseyWestling provides during the implementation of the Assignment Letter, unless it is explicitly stated in the material that another party holds the intellectual property right.
- 8.3. The Results may only be used by the Client in its business and for the purpose for which they were produced.
- 8.4. Unless otherwise agreed, the Results may not be publicly disseminated or used in marketing.

9. The right to referral of the Assignment

- 9.1. After the end of the Assignment, CauseyWestling has the right to refer to the Assignment in marketing activities or other activities. However, this may only be done after the Client's approval.

10. Early termination

- 10.1. The Client has the right to terminate the Assignment prematurely without stating reasons.
- 10.2. CauseyWestling reserves the right to – without liability to the Client – terminate the Assignment prematurely if any circumstance should occur or arise which in CauseyWestling's assessment makes the Assignment inappropriate and which is not due to CauseyWestling's own actions, or if there would be divided opinions between the Parties in matters deemed significant by CauseyWestling. The same applies if the Client has not paid according to invoice or if the Client does not fulfill its obligations according to the Assignment Letter or to these General Terms and Conditions.
- 10.3. In the event of early termination of the Assignment, CauseyWestling is entitled to full compensation for work incurred and accrued costs attributable to the Assignment.
- 10.4. In the event that a Success fee is agreed upon for the Assignment and the Assignment is terminated by the Client before the outcome has been determined in the highest possible legal instance, CauseyWestling is entitled to compensation for work performed and incurred expenses related to the Assignment.
- 10.5. In the event that a Success fee is agreed upon for the Assignment, and the Assignment is terminated, due to circumstances unrelated to CauseyWestling, before the outcome has been determined in the highest possible legal instance, CauseyWestling is entitled to compensation for work performed and incurred expenses related to the Assignment.

11. Limitation of liability

- 11.1. CauseyWestling's liability for damage caused to the Client as a result of error, negligence or breach of contract is limited to an amount which may not exceed the maximum agreed fee for the assignment performed or an amount corresponding to ten current price amounts ("prisbelopp") according to the Swedish law on general insurance (1962: 381). The assignment shall be considered finalised when the final invoice regarding the Assignment is issued, and any liability shall comply with the provisions of the Swedish Commercial Code, Chapter 18, 9 §.
- 11.2. CauseyWestling's liability shall be reduced by amounts that Client may receive from insurance or according to an agreement or an indemnity agreement, provided that it is not incompatible with the insurance terms or conditions under the agreement or indemnity agreement.
- 11.3. Damage that has occurred shall not be compensated by CauseyWestling if CauseyWestling has been reasonably careful. CauseyWestling is in no case responsible for loss of production, loss of profit or other indirect damage.
- 11.4. CauseyWestling is not liable for damages arising from circumstances beyond CauseyWestling's control that could not reasonably have been calculated at the time of the acceptance of the assignment and whose consequences CauseyWestling could neither have reasonably avoided nor overcome.

12. Indemnity clause

- 12.1. If claims relating to the performance of the Assignment in any form are directed against CauseyWestling from a third party, the Client shall compensate CauseyWestling for the damage that CauseyWestling may have suffered in connection with the performance of the Assignment and reimburse CauseyWestling for its work and costs including legal costs and legal fees due to claims made against CauseyWestling. However, the commitment to indemnify CauseyWestling shall not apply in cases where CauseyWestling has caused the claim through negligence in the performance of the Assignment.

13. Identification of Client

- 13.1. In accordance with Swedish law, CauseyWestling must for certain assignments check the Client's identity and ownership structure before the assignment begins. CauseyWestling may therefore request, among other things, identity documents regarding the Client and any other person who is involved in the assignment on behalf of the Client.
- 13.2. CauseyWestling is required by law to report suspicions of money laundering or terrorist financing to the Swedish Financial Police. CauseyWestling is also prevented by law from notifying the Client that there are suspicions or that a report has been made or may be made to the Financial Police. In cases where there is a suspicion of money laundering or terrorist financing, CauseyWestling is obliged to reject or resign from the Assignment.
- 13.3. CauseyWestling cannot be held liable for direct or indirect damage caused to the Client as a result of CauseyWestling's having complied with the obligations imposed under clauses 13.1 and 13.2.

14. Client's documents

- 14.1. In the event of original documents belonging to the Client being left in CauseyWestling's custody, these will be retained during the execution of the Assignment, unless the Client requests that they be returned. However, CauseyWestling reserves the right to exercise retention rights regarding the documents belonging to the Client that are provided in CauseyWestling's custody. If it is not relevant for CauseyWestling to exercise a right of retention, the original document belonging to the Client must be returned after the execution of the Assignment.

15. Invalidity of clause

- 15.1. In the event that any clause in the General Terms or Assignment letter is found to be invalid, this shall not mean that these General Terms or the Assignment letter are invalid in their entirety. Instead, to the extent that the invalidity affects the Party's rights or obligations, a reasonable adjustment shall be made.

16. Applicable law

- 16.1. Swedish law shall in all respects be applicable to the Assignment.
- 16.2. Disputes in connection with the Assignment shall be finally settled by arbitration in accordance with the rules of the Stockholm Chamber of Commerce's Arbitration Institute. Primarily, rules for Simplified Arbitration shall be applied.