

General Terms and Conditions

Shark Communication AB



Prerequisites

These general terms and conditions are applicable to all assignments that Shark Communication AB, org.nr 559287-4696 ('SHARK or the 'Contractor'), carries out, as far as other parts of any agreements entered into with the adversary do not regulate the contractual relationship. The Customer and SHARK are hereinafter jointly referred to as the 'Parties'. SHARK bases all assignment agreements, and current assignments, on the fact that all information and conditions that the Customer has provided to SHARK are correct. Furthermore, each assignment assumes that the Customer provides SHARK with requested information. SHARK will verify the Customer and the Customer's identity before agreement is met.

If the Customer fails to comply with the abovementioned conditions, to such extent that SHARK is prevented from fulfilling the agreement, SHARK reserves the right to withdraw from the agreement with the right to reimbursement from the Customer for performed work and costs incurred.

When necessary, SHARK is entitled to, hire subcontractors or other advisors within the framework of the assignment. Costs for such subcontractors or other advisors are generally paid by SHARK. If, however, the subcontractor is obviously needed for the fulfilment of the assignment or if SHARK hires such a subcontractor after consultation with the Customer, the cost is paid by the Customer in accordance with the paragraph 'External Costs' below.

External costs

The Customer shall pay external costs performed by external parties, which arise in connection with the completion of the agreement. Costs that the Customer may be obliged to pay in connection with the agreement include, but is not limited to, costs for registrations, translations, announcements, postage, , public authority- and registration fees, stamp duties and similar. SHARK is entitled to invoice the Customer an administrative mark-up of five (5) percent for external costs set out above. Unless otherwise agreed, interest from SHARK's client account will accrue to SHARK. Otherwise, the Customer will be invoiced for actual costs of the account.

Remuneration

Unless otherwise agreed, SHARK's remuneration is determined by the skill and experience that the fulfilment of the agreement has required, the achieved results, time spent, value of the agreement, potential risks for SHARK

and the time-frame for finishing the assignment. As a starting point, for assignments that are performed on an open account basis, SHARK charges an hourly rate of SEK 1,750 excluding VAT.

SHARK offers to, before the start of the assignment and on the request of the Customer, estimate the predicted remuneration. As well as continuously keep the Customer informed, while the assignment is on-going, about the current economic status. Such estimations are based on the information available to SHARK at the time and is not to be regarded as an offer of a fixed price.

When a fixed price has been agreed, potential extra work for changes or additions to the scope of the agreement will be invoiced continuously at an hourly rate of SEK 1,750 excluding VAT.

In the remuneration, reimbursement for SHARK's own feasible costs, including, but not limited to, travelling, accommodations or other costs for communication in connection with the fulfilment of the agreement in Sweden or abroad, is not included. Unless otherwise agreed, in connection with travelling, SHARK will invoice the Customer SEK 750 hourly per person travelling. Expenses in connection with this paragraph will be invoiced continuously. Individual expenses exceeding SEK 10,000 shall be notified and approved by the Customer in advance.

VAT

All prices are excluding VAT.

Processing of personal data

By signing the agreement with SHARK, the Customer is informed and agrees to that personal data collected in connection with the agreement is stored and processed by SHARK in order to fulfil the agreement as well as for administrative purposes. Personal data is stored and processed in accordance with applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679 ('GDPR') with its complementing implementation acts or corresponding later legislation that will be adopted for the protection of personal data, as well as all other at the time relevant legislation on the matter.

For complete information about SHARK's processing of personal data, please review SHARK's Privacy Policy, available at: www.sharkcom.se

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Withdrawal and termination

SHARK reserves the right to withdraw from the agreement if the Customer, despite being reminded, does not pay requested advance payment or overdue invoices, becomes insolvent or fails to provide the information needed for SHARK to fulfil the agreement or if the Customer prevents or does not consider the advice provided.

At the Customer's termination or SHARK's withdrawal, the Customer is obliged to reimburse SHARK for work performed and costs incurred until the day of termination or withdrawal.

Liability

The Tort Liability Act [Skadeståndslagen (1972:207)], shall regulate the liability of SHARK in relation to the agreement, subject to the following limitation. SHARK's aggregate liability for damages shall, unless caused by gross negligence by SHARK, not exceed an amount equivalent to the lowest of five (5) times the obtained reimbursement or SEK 250,000. SHARK is under no circumstances liable for any shortcomings in the assignment where such shortcomings are due to the Customer's failure to fulfil their obligations towards SHARK.

SHARK is not liable for indirect damages. If claim is brought against SHARK from a third party, by reason of the agreement, the Customer shall fully indemnify SHARK for all costs that may come because of such claims including, but not limited to, reimbursement for third party, court- and investigation costs, representation fees and costs relating to SHARK's own work.

The commitment to indemnify SHARK shall not apply when the third-party claim against SHARK is solely caused by or based on the negligent conduct by SHARK during the fulfilment of the agreement. Should liability for damages appear for the Customer, caused by SHARK when fulfilling the agreement, the Customer has no right to target the claim to any employee at SHARK. The Customer shall solely address SHARK for any such claims. In the case of a SHARK employee being held liable by third party because of the agreement, the Customer shall indemnify that employee under the same principles as set out above in respect of SHARK.

Disclaimer regarding tax-related issues

SHARK does not offer tax advice. The services that SHARK provides does not include consulting in tax-related issues. Given that SHARK's services would come to include advice assignable to tax-related issues, SHARK shall not be liable for it. SHARK is not, in any part responsible for tax implications that may occur because of SHARK's advice. SHARK calls on the Customer to hire a competent tax

advisor to consult on potential tax implications that may follow the advice provided by SHARK.

Force Majeure

SHARK is not responsible or liable for any failure or delay in the fulfilment of the assignment, or damaged caused to the Customer, as a result of Swedish or foreign law, Swedish or foreign authority action, acts of war, strike, blockade, boycott, lockout or other similar circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts applies even if the SHARK is the subject of, or executes, such industrial action.

SHARK's use of the Customer's name

The Customer is informed that SHARK reserves the right to, at its own expense, refer to the agreement with the Customer in the media and other contexts by using the Customer's name, logotype and/or company name.

In the event that information arises that SHARK is obliged to publish in accordance with EU regulation No 596/2014 on market abuse ('MAR'), SHARK is entitled to identify and name the Customer in the disclosing of information.

The Customer's use of SHARK's name

The Customer undertakes not to use SHARK's name, logotype or company without first retrieving a written consent from SHARK. Should the consent be revoked, the Customer's right to use SHARK's name, logotype or company name ceases.

In the event that information regarding SHARK arises, that the Customer is obliged to publish in accordance with MAR, the Customer shall coordinate the disclosing of information with SHARK.

Intellectual property rights

Copyright and other intellectual property rights generated by the work results in connection with the assignment belong to SHARK. The Customer may however, use the work result for the purposes for which it is provided. Unless otherwise agreed, documents or other work results generated by SHARK is not to be publicly distributed or used for marketing purposes.

Confidentiality

Where a separate Non-Disclosure Agreement (NDA) is not entered into between the Customer and the Contractor, the following confidentiality obligations ('Confidentiality agreement') are binding between the Parties:

- In connection with initial discussions, meetings and any subsequent contract agreements, the Parties may have access to confidential information regarding each

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other's activities. Information can be of a technical, contractual as well as economic/ commercial matters, (the 'Information') and may be obtained orally or in writing.

- The Confidentiality Agreement applies to Information that the Parties receive or that appear during the execution of the assignment.
- The Parties undertake not to use the Information in any other purpose other than that of the assignment.
- The Parties undertake not to share the Information to outsiders. Unless otherwise agreed, the previous sentence does not apply in relation to the Contractor's corporate group connections. If the Contractor, within the assignment, engages or cooperates with another subcontractor or advisor, the Contractor is entitled to disclose Information that is considered relevant for the fulfilment of the assignment.
- The Parties undertake not to copy, or extract parts from, documents or other carriers of the Information for any other purposes other than those that follow the assignment.
- The Parties undertake to, at the other Party or third party's request, return or destroy all copies of documents or other carriers of Information. This applies with exception for such records that must be kept according to other regulations or to comply with Generally Accepted Accounting Principles (GAAP).
- The Parties undertake to store records containing the Information and all copies safely.
- The obligations set out in the Confidentiality agreement does not apply to information that (i) is publicly known without it being so because of breach of the assignment or confidentiality obligation that employee or contractor has entered according to the assignment, (ii) a Party was already aware of before disclosure was made from the other and/or third Party, and (iii) the Contractor is under an obligation to report according to settled law.
- The Parties are liable to ensure that their respective employees, subcontractors and advisors follows the same confidentiality obligations as the Parties, according to the Confidentiality agreement.
- The Parties obligations under the Confidentiality agreement is subject to limitations that, at all times, may follow from legal rules on public access to information, confidentiality as well as decision from public court or authority.
- The Confidentiality agreement is valid ten (10) years from receiving the Information.

Applicable law and dispute resolution

Swedish law shall be applicable on disputes arising from the contract agreement. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce ('SCC'). 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. The seat of the arbitration shall be Malmö. The language to be used in the arbitral proceedings shall be Swedish.

All information obtained during the arbitration process, as well as the decisions and arbitrations awards issued in connection with the proceedings, are subject to confidentiality. Information covered by confidentiality may not be disclosed to third parties without the prior written consent of all parties concerned. However, this is not necessary to the extent information is needed for the enforcement of the judgement or otherwise by law.

Other

Under circumstances where the Customer has funds on the client account of SHARK or other company within the group, SHARK reserves the right to regulate invoices and potentially unpaid invoices against the Customer's fund on the client account.

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