

# GENERAL TERMS AND CONDITIONS

## 1 SCOPE AND DEFINITIONS

1.1 These General Terms and Conditions apply to the Services provided by the Allshares entity identified in the Agreement (“**Provider**”).

1.2 The following definitions and rules of interpretation apply in the Agreement (unless the context requires otherwise):

- a. “**Agreement**” means the agreement between the Company and the Provider concerning the Services offered by the Provider, consisting of these General Terms and Conditions and any other appendices specified in the Order Form.
- b. “**Company**” means the Party of the Agreement that purchases the Services from the Provider.
- c. “**Confidential Information**” means any information and material in whatever form disclosed by a Party or on behalf of the Party to the other Party that is either marked as confidential, or that should reasonably be understood to be confidential by its nature or circumstances in which the information or material is disclosed.
- d. “**Deliverables**” means any documents, reports, products, information, materials or results of the Services to be delivered to the Company by the Provider in accordance with the Agreement and as specified in the Agreement.
- e. “**Effective Date**” means the date when the Agreement enters into force as specified elsewhere in the Agreement, or if not specified, it means the date of its last signature or the Company’s electronic acceptance of the Agreement.
- f. “**Group Company**” means any legal entity that (a) directly or indirectly controls the Party, or (b) is under the same direct or indirect control as the Party, or (c) is directly or indirectly controlled by the Party for so long as such control exists. For the purposes of this definition, “control” exists through a right to nominate or dismiss fifty (50) per cent or more of the members of the Board of Directors or persons performing similar functions, whether through ownership of shares or other instruments entitling to fifty (50) per cent or more of the number of votes represented at a general meeting, or otherwise.
- g. “**Intellectual Property Rights**” means any and all patents, utility models, design rights, copyright, domain names, trademarks, trade names, service marks and any other intellectual property rights in any jurisdiction worldwide, irrespective of whether such rights can be subject to registration or not, and applications for registration of any of the aforementioned respectively as well as any trade secrets.
- h. “**Order Form**” means the document that specifies the Services and the Parties to the Agreement, or the subscription page in an online subscription process.
- i. “**Parties**” mean the parties of the Agreement jointly. Parties may also individually be referred to as the “**Party**”.
- j. “**Provider**” means the Allshares entity identified in the Agreement that provides the Service.
- k. “**Services**” means the services and Deliverables provided to the Company by the Provider in accordance with the Agreement, as defined and specified in the Agreement.

## 2 SERVICES

2.1 The scope and the object of the Services, the Deliverables, timelines, and tasks of the Provider shall be defined in the Agreement. The Provider shall perform the tasks for which it is responsible in conformity with the Agreement, with due care and with the professional skills required for the tasks. The Services will be performed using the Provider's working methods.

2.2 The Provider has the right to amend the Services due to changes in legislation or best practices, or if it is otherwise deemed necessary by the Provider to comply with any applicable laws, regulations or security requirements, acts of government or orders by competent authorities. The Provider has the right to change and amend the Services in other cases as well, provided that such amendment or change does not have a materially negative effect on the nature or quality of the Services, and the Provider shall notify the Company of any such event in advance.

### **3 COMPANY'S RESPONSIBILITIES**

3.1 The Company undertakes to perform the tasks for which it is responsible in conformity with the Agreement, in time and with due care. The Company shall in the agreed manner provide the Provider with sufficient and correct information needed by the Provider for the delivery of the Services. The Company shall respond as soon as possible to the Provider's requests for further details and instructions concerning the Services.

3.2 The Company shall comply with insider regulations and guidelines valid at any particular time. Prior to disclosing any inside information to the Provider, the Company shall notify the Provider in writing and obtain written acknowledgment from the Provider that the Provider is aware of the inside nature of the information to be disclosed.

3.3 The Company shall be responsible for the information and instructions provided to the Provider by the Company or on behalf of the Company and for keeping them up to date. The Provider will be entitled to assume that all information and material that has been furnished to the Provider by the Company or on behalf of the Company is correct and without errors.

3.4 The Company ensures that the requirements and schedules set for the Services and Deliverables are stated correctly in the Agreement and that the Services and Deliverables to be delivered are suitable for the purpose and needs intended by the Company.

3.5 The Company undertakes to make any decisions required by the Services without undue delay and follow the schedule required by the Services. The Company shall be responsible for legal and other necessary measures relating to decision-making and registration of decisions.

### **4 FEES AND COSTS**

4.1 The Company shall pay the Provider the prices and fees for the Services in accordance with the Agreement. Unless otherwise agreed in writing, the Provider will charge the Company on a time and material basis in accordance with the current prices and fee rates of

the Provider, effective on the date of the invoice. Procedures for any price revisions are set forth in the Agreement.

4.2 The Company shall pay for any direct costs and expenses incurred by the Provider if such costs are agreed separately in advance and in writing. Should the amount of such costs change, the prices specified in the Agreement shall be revised correspondingly.

4.3 The Provider has the right to charge separately for any work requested by the Company in writing that falls outside the scope of the Agreement, as well as for additional costs incurred as a result of the provision of incorrect information by the Company or for any other reason for which the Company is responsible.

4.4 The Provider has the right to charge for travel time and necessary and reasonable travel expenses as well as reasonable accommodation costs for travels outside the city in which the Provider's office is located, that are made at the request of the Company or otherwise pre-approved by the Company.

## **5 PAYMENT TERMS**

5.1 The applicable payment term is specified elsewhere in the Agreement, or, if not specified elsewhere in the Agreement, it is fourteen (14) days net. Late payment interest for any overdue amount is determined according to the applicable law. If the payment is delayed by more than thirty (30) days from the due date, the Provider is entitled to withhold further performance of Services until all such late payments due have been paid in full.

5.2 The fees are exclusive of value added tax and other duties, levies and public charges ("**VAT**"). VAT will be added to the fees and charged in accordance with the applicable law in effect at the time of issuing the invoice. Should the amount of VAT determined by the authorities change, the fees specified in the Agreement shall be revised correspondingly. Should a fee that initially is deemed not to require VAT later on require such, because of interpretation of tax laws or other such reasons, the Provider has the right to charge the Company with the VAT in arrears.

5.3 The Provider has the right to set off its receivable from the Company against the Company's receivable based on the Agreement.

## **6 CONFIDENTIALITY**

6.1 Each Party (for the purposes of this Section 6, the "**Receiving Party**") shall:

- a. keep in confidence the other Party's Confidential Information and protect the confidentiality of the information using the same degree of care it uses for its own Confidential Information, however never less than a reasonable degree of care;
- b. not disclose the other Party's Confidential Information to any third party, except as may be permitted by this Section 6; and
- c. use such Confidential Information only for the purposes of the Agreement.

6.2 Unless otherwise agreed in writing, the Receiving Party shall have the right to:

- a. copy Confidential Information only to the extent necessary for the purpose of the Agreement;
- b. disclose Confidential Information only to those of its personnel who need to know such Confidential Information for the purposes of the Agreement, provided they are bound by confidentiality obligations at least as restrictive as those contained in this Section 6; and
- c. disclose Confidential Information to its subcontractors, advisors and Group Companies, provided that such third parties need to know Confidential Information for the purposes of the Agreement, and are bound by confidentiality obligations at least as restrictive as those contained in this Section 6.

6.3 Notwithstanding the foregoing, the confidentiality obligations shall not apply to any material or information:

- a. which is generally available or otherwise public other than by a breach of the Agreement on the part of the Receiving Party;
- b. which a Party has received from a third party without any obligation of confidentiality;
- c. which pursuant to written evidence was in the possession of the Receiving Party without any obligation of confidentiality related thereto, prior to receipt of the same from the other Party; or
- d. which a Party can demonstrate pursuant to written evidence it has developed independently without using any Confidential Information received from the other Party.

6.4 Notwithstanding the foregoing, either Party shall be entitled to disclose Confidential Information where such disclosure is required pursuant to applicable law, orders given by courts or authorities or the rules of stock exchange, provided that the Party shall:

- a. only disclose such portion of the Confidential Information that is required to be disclosed;
- b. inform the recipient of the Confidential Information that the information released is confidential and, where possible, use its reasonable endeavours to ensure that the information is kept confidential by such recipient; and
- c. promptly notify the other Party of such release of Confidential Information, specifying the information disclosed, the recipient of the information, and the circumstances giving rise to the duty to disclose it, unless such notification is prohibited by law, court or authority order or stock exchange rules.

6.5 Each Party shall cease using Confidential Information received from the other Party promptly upon termination of the Agreement or when the Party no longer needs the Confidential Information in question for the purpose of the Agreement and, unless the Parties separately agree on the returning of such material, destroy materials containing Confidential Information and all copies thereof. Each Party shall, however, have the right to retain copies as required by law.

6.6 The rights and obligations of confidentiality set forth in this Section 6 shall survive the termination or expiration of the Agreement and remain in force for a period of five (5) years from the termination or expiry of the Agreement, unless otherwise provided by the applicable law.

## 7 SUBCONTRACTORS

Each Party shall have the right to subcontract its obligations under the Agreement. Each Party shall be liable for the acts and omissions of its subcontractors as for its own. Upon request, the Provider shall disclose the subcontractors it uses in the provision of the Services to the Company.

## 8 PERSONAL DATA

To the extent that provision of the Services entails processing of personal data on behalf of the Company, the Parties shall enter into a Data Processing Agreement, and the Provider shall process such personal data in accordance with the Data Processing Agreement.

## 9 INTELLECTUAL PROPERTY RIGHTS

9.1 Each Party retains all right, title, and interest in and to any Intellectual Property Rights owned or developed by it prior to the Effective Date or independently of this Agreement ("**Pre-Existing IP**"). Neither Party obtains any direct, indirect or implied right or license to use or otherwise exploit the Pre-Existing IP of the other Party, except as expressly permitted by this Agreement.

9.2 The Company retains all right, title, and interest in and to all data, information, documents and materials provided by the Company to the Provider in connection with the Services ("**Company Materials**"). The Company warrants and represents that the Company Materials do not infringe any Intellectual Property Rights or other rights of any third party, and that the Company has all necessary rights and permissions to provide such Company Materials for use under this Agreement. The Company hereby grants a worldwide, perpetual, revocable, royalty-free, non-exclusive and non-transferable license for the Provider to use, copy and modify all such Company Materials and related Intellectual Property Rights of the Company which are necessary for purposes of this Agreement.

9.3 The Provider retains all right, title, and interest in and to the Deliverables and other results of the Services, excluding Company Materials ("**Provider Materials**"). Subject to payment of the applicable fees, the Provider grants the Company a worldwide, perpetual, irrevocable, royalty-free, non-exclusive and non-transferable license to use the Provider Materials made available to the Company under this Agreement solely for the Company's internal operations and for other purposes of the Agreement. The Company may share the Provider Materials with its Group Companies, professional advisers, auditors and regulators, provided that such recipients are subject to confidentiality obligations. The Company has the right to make such copies of the Provider Materials as may be necessary. The copies must contain the same copyright, trademark, and other labels as the original copy of the Provider

Material. Unless otherwise agreed, the Company shall not have the right to sublicense, assign or otherwise transfer the rights granted in this Section 9.3.

## **10 INDEMNIFICATION**

10.1 The Provider warrants that the Company's use of the Services and Deliverables, when used within the scope and purpose of the Agreement, does not infringe Intellectual Property Rights of any third party. The Provider shall at its own expense defend the Company against any claim that the Company's use of the Services or Deliverables when used within the scope and purpose of the Agreement, infringes Intellectual Property Rights of a third party, subject to the indemnification procedures set forth in Section 10.3 below.

10.2 The Company warrants that the receipt and use of the Company Materials in the performance of the Services under the Agreement does not infringe the Intellectual Property Rights or any other rights of any third party. The Company shall at its own expense defend the Provider, its employees, Group Companies and subcontractors against any claim that the Company Materials infringe Intellectual Property Rights or other rights of any third party, subject to the indemnification procedures set forth in Section 10.3 below.

10.3 The obligations of either indemnifying Party are conditional upon the indemnified Party (a) promptly notifying the indemnifying Party in writing of such claim; (b) permitting the indemnifying Party to defend or settle the claim; and (c) giving the indemnifying Party all necessary information and assistance available as well as necessary authorizations. The indemnifying Party shall pay all damages awarded in a trial or agreed to be paid to a third party if the indemnified Party has acted in accordance with this Section 10.

10.4 If, in the justified opinion of the Provider, any Service or Deliverable infringes a third party's Intellectual Property Rights, the Provider may at its own expense either (a) obtain the right of continued use of the Service or Deliverable for the Company; (b) replace the Service or Deliverable with a comparable Service or Deliverable; or (c) modify the Service or Deliverable in order to eliminate the infringement. If none of these alternatives are available on commercially reasonable terms, the Company shall, at the Provider's request, stop using such Service or Deliverable, and the Provider shall refund any prepaid payments for unused Services or Deliverables.

10.5 The Provider shall not be liable if the infringement claim (a) is asserted by the Company's Group Company; (b) results from compliance with the Company's instructions; (c) results from the use of the Service or Deliverable in combination with any other service or product not supplied by the Provider; or (d) could have been avoided by the use of released and equivalent Services or Deliverables offered to the Company without a separate charge.

10.6 The liability of the Provider for the infringement of Intellectual Property Rights shall be limited to this Section 10.

## **11 TERM AND TERMINATION**

11.1 The Agreement shall enter into force on the Effective Date. The term of the Agreement is specified in the Order Form. Unless otherwise agreed in writing, the Agreement shall remain in force until the obligations of each Party are fulfilled or until the Agreement is terminated in accordance with the Agreement.

11.2 Each Party shall have the right to terminate the Agreement with immediate effect upon written notice to the other Party if:

- a. the fulfillment of the Agreement has been delayed for more than thirty (30) days due to a Force Majeure;
- b. the other Party is in material breach of the Agreement and, where such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days after written notice regarding such breach; or
- c. the other Party is insolvent, declared bankrupt or put into liquidation, makes an arrangement with its creditors, sells all or a substantial part of its assets, ends its business or generally ceases payment of or becomes unable to pay its debts as and when they fall due.

11.3 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations and liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry. Any provision of the Agreement that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## **12 LIMITATION OF LIABILITY**

12.1 Neither Party shall be liable under or in relation to the Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any loss of profits, loss of revenue, loss of or damage to business or reputation, loss of contracts or customers, loss of any software or data, wasted management or other staff time, losses or liabilities under or in relation to a contract concluded with a third party, or indirect, punitive, special, incidental, or consequential losses or damages. This limitation of liability applies even if the Party has advised the other Party of the possibility of such damage.

12.2 The total aggregate liability of a Party towards the other Party excluding liquidated damages, under or in relation to the Agreement or its subject matter, shall not exceed (a) an amount corresponding to the total price excluding VAT invoiced by the Provider for the Services under the Agreement in the last twelve (12) months preceding the cause of the claim, or (b) EUR 1,000 if the Company is using the Service free of charge during a “freemium” or “trial” subscription or similar.

12.3 If the breaching Party has an obligation to pay liquidated damages, the breaching Party is also liable to pay damages, however only for the part of the loss exceeding the liquidated damages.

12.4 Any claims for damages must be presented to the other Party without delay and not later than three (3) months from the date the Party discovered, or it should have discovered the damage. Any claims for damages presented thereafter shall be deemed to be expired.

12.5 Notwithstanding anything contrary, the limitations of liability of a Party shall not apply to

- a. willful conduct or gross negligence;
- b. death or personal injury caused by a Party's negligence;
- c. any liability that cannot be excluded or limited in accordance with the applicable mandatory law; or
- d. breach of Section 6 (Confidentiality), Section 9 (Intellectual Property Rights) or Section 10 (Indemnification).

### **13 FORCE MAJEURE**

13.1 A Party shall not be liable for any delays or non-performance of its obligations (other than for the payment of amounts due) caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into the Agreement, and whose consequences it could not reasonably have avoided or overcome ("**Force Majeure**"), including but not limited to, acts of government or authorities, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, boycotts, riots, terrorism, shortage of transportation or energy, and errors in public communication networks. A strike, lockout or boycott shall constitute a Force Majeure also when the Party is the target or party to such action. A Force Majeure suffered by a subcontractor of the Party shall also discharge such Party from liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time.

13.2 A Party shall use its best efforts to mitigate the effects of the Force Majeure and to resume the performance of its obligations under the Agreement as soon as reasonably possible when the Force Majeure ends. A Party shall notify the other Party in writing without delay of the commencement of a Force Majeure, its estimated duration and its cessation.

### **14 NON-SOLICIT**

14.1 The Company shall not, without the prior written consent of the Provider, directly or indirectly solicit or attempt to solicit employment of any employees or directors of the Provider that have been involved in the delivery of the Services to the Company, and shall not enter into any other arrangements for the purpose of obtaining the work contribution of such individuals until twelve (12) months has passed from (a) the date of termination or expiry of the Agreement; or (b) termination of the employment of the individual in question, whichever occurs earlier.

14.2 The Company shall not be in breach of this non-solicit clause in the event that the employee or director approached the Company directly or responded to a vacancy advertised to the general public without that employee or director having been previously approached directly by the Company.

14.3 In the event of a breach of this non-solicit clause, the Company shall pay the Provider as liquidated damages an amount corresponding to the gross salary of the relevant employee or director during three (3) months preceding the termination of their employment or, if the employment is not terminated, preceding the claim for liquidated damages. Any payment of liquidated damages shall be without prejudice to any other rights or remedies available to the Provider.

## 15 GOVERNING LAW AND SETTLEMENT OF DISPUTES

15.1 Without regard to any conflict of laws principles, the Agreement shall be interpreted and governed in accordance with:

- a. the laws of Sweden, if the Company is located in Sweden; or
- b. the laws of Finland, if the Company is located in any other country.

15.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with:

- a. Arbitration administered by the SCC Arbitration Institute (“**SCC**”), if laws of Sweden apply. 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 will be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, and the language of the arbitration shall be English; or
- b. The Arbitration Rules of the Finland Chamber of Commerce, if laws of Finland apply. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, and the language of the arbitration shall be English.

15.3 The Parties agree to keep confidential the arbitration proceedings (including any information exchanged in the course thereof) and the award in accordance with the confidentiality provision of this Agreement. In the event this Agreement or a part thereof is assigned to a third party, such third party will automatically be bound by this arbitration clause.

15.4 Section 15.2 shall however not limit the Parties’ rights to seek interim injunctive relief or to enforce an arbitration award in any court of law. With respect to any violation of any Intellectual Property Rights and/or payment obligations under this Agreement, the Provider shall have the right, at its sole discretion, to seek remedies in public courts within any applicable territory.

## 16 MISCELLANEOUS

16.1 **Entire Agreement.** The Agreement and its appendices, including these General Terms and Conditions, constitute the entire agreement and understanding between the Parties with

respect to the subject matter thereof and supersede all agreements, proposals, undertakings and other representations and communication, whether written or oral, between the Parties, and replace any agreements previously concluded between the Parties regarding the scope of the Service. Any purchase orders or similar documents issued by the Company are for the Company's record-keeping only, and they shall not be deemed to modify, supplement or supersede this Agreement, even if the Provider delivers Services to the Company following the receipt of such purchase order.

**16.2 Notices.** All notices under this Agreement must be in writing and sent to the contact address listed in the Agreement (or updated address notified later). A notice is considered received (a) upon delivery, if delivered by hand; (b) seven (7) days after mailing if sent by courier or registered mail; (c) on the day of transmission, if sent by email (provided no error message is received).

**16.3 Amendments.** No amendment or modification of the Agreement shall be valid unless it is in writing and signed by both Parties. Notwithstanding the foregoing, if the Company is using the Service free of charge during a "freemium" or "trial" subscription or similar, the Provider may update the Agreement from time to time with a prior written notice to the Company.

**16.4 Assignment.** Neither Party has the right to assign the Agreement, or any of its rights or obligations hereunder, to a third party without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Provider has the right to assign the Agreement and any of its rights and obligations hereunder to its Group Company or a third party to which the business activities of the Provider related to the Agreement have been transferred, subject to a written notice to the Company. In addition to and notwithstanding the foregoing, the Provider may transfer its receivables under the Agreement to a third party.

**16.5 Severance.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the provision shall be deemed deleted. Any modification to or deletion of a provision under this Section 16.5 shall not affect the validity and enforceability of the rest of the Agreement.

**16.6 Waiver.** A waiver of any right under the Agreement or by law must be in writing to be valid. A delay or failure in exercising any right by a Party, or partial exercise of the same, shall not constitute a waiver or restrict any further exercise of rights.

**16.7 Export and sanctions.** Each Party is responsible for complying with import, export and economic sanction laws and regulations regarding the import, export or transfer of products, technology, services or data.

**16.6 Reference.** The Provider may use the customer relationship with the Company as a reference in its marketing and business operations on the Provider's website, social media pages and other marketing materials. This reference permission includes the right to use the Company's name, logo and trademark in this context, as well as to mention the relevant

Service. The Company has the right to revoke this permission at any time by notifying the Provider thereof in writing.

**16.7 No partnership or agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, or authorize either Party to make or enter into any commitments for or on behalf of the other Party.