



GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

1.1 These General Terms and Conditions (these “GTCs”) govern Pedab’s sale and delivery of Deliverables (as defined below) to the Partner. Where a Pedab entity (“Pedab”) and the customer of Pedab (the “Partner”) have entered into a Cooperation Agreement (as defined below), these GTCs form an integral part thereof and “Pedab” shall refer to the Pedab entity that is a party to such Cooperation Agreement. Where no Cooperation Agreement has been entered into, these GTCs shall apply on a standalone basis between Pedab and the Partner, and “Pedab” shall refer to the Pedab entity with which the Partner places its orders or otherwise trades. By placing an order with Pedab, the Partner agrees that these GTCs apply to such order and any Deliverables provided thereunder. The Partner hereby explicitly confirms that it has read and accepted the content of these GTCs. Pedab and the Partner are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

1.2 Unless specifically stated elsewhere in the Agreement, in the event there are any inconsistencies or contradictions between these GTCs, the Cooperation Agreement (if any), and any Order Confirmation, they shall prevail over each other in the following falling order: (i) the Order Confirmation; (ii) the Cooperation Agreement; and (iii) these GTCs.

2. DEFINITIONS

When used in these GTCs, the following capitalized terms shall, unless otherwise defined in the Cooperation Agreement, have the meaning ascribed to them below:

“Advisory or Consulting Services” means any advisory or consulting services provided by Pedab to the Partner through which Pedab provides e.g. assessments and/or recommendations regarding the Partner’s purchase needs in relation to the Deliverables.

“Agreement” means these GTCs and, where applicable, the Cooperation Agreement and any Order Confirmations.

“Business Day” means a day (other than a Saturday, Sunday or public holiday), on which commercial banks are open for general banking business in Sweden, other than for internet banking services only.

“Confidential Information” means any and all financial, technical, marketing, commercial, legal or other information of whatever nature that relates to the Deliverables or otherwise the business of the Parties, irrespective of whether such information has been or will be disclosed in writing, verbally or in any other form, received as a consequence of the business relationship, or information that a Party has been able to conclude by reception of such information.

“Cooperation Agreement” means, if any, the cooperation agreement (as applicable) between the Parties to which these GTCs are referred.

“Deliverables” means the Products and/or the Services, as applicable.

“Delivery Receipt” is defined in Section 4.4.

“Disclosing Party” is defined in Section 14.2.

“End Customers” means the end customers to whom the Partner resells or provides the Deliverables.

“GTCs” is defined Section 1.1.

“Intellectual Property Rights” means any and all intellectual property rights, including but not limited to patents, trademarks, software (including source code), designs, utility models, copyrights, database rights, concepts, techniques, inventions, technologies, tools, processes and methodologies, and trade secrets and any similar rights, including applications and the right to apply for registration of any rights, in any jurisdiction (which for the avoidance of doubt refers to all of the above), regardless of whether registered or not, and all rights under licences or otherwise in relation to any of the foregoing.

“Order Confirmation” is defined in Section 3.2.

“Parties” is defined in Section 1.1.

“Partner” is defined in Section 1.1.

“Party” is defined in Section 1.1.

“Pedab” is defined in Section 1.1.

“Producer” means the manufacturer and/or developer of the Deliverables.

“Producer Terms” is defined in Section 6.7.

“Products” means any hardware, Software or other IT-related products sold by Pedab from time to time and may refer to items purchased by the Partner for its own commercial use, reselling to End Customers as well as Products that are purchased as a part of a Service.

“Receiving Party” is defined in Section 14.2.

“Sanctions and Export Control Laws” is defined in Section 7.1(a).

“SCC” is defined in Section 17.2.

“Services” means any services, including without limitation Advisory or Consulting Services, IT solutions, configurations, storage and logistics, cloud services, server solutions and other IT services, provided by Pedab from time to time.

“Software” means software programs provided by a Producer.

“Territories” means the territories in which the Partner may market or sell the Deliverables as communicated by Pedab.

3. ORDERS

3.1 The Partner may order Deliverables (i) through Pedab’s digital marketplace; (ii) by contacting one of Pedab’s authorized sellers; or (iii) by contacting Pedab in any manner, e.g. via Pedab’s customer support or email. For the avoidance of doubt, the Partner must be bound by the Agreement with Pedab before being able to place orders in accordance with this Section 3.

3.2 Pedab may accept or refuse any order placed by the Partner. Pedab is not bound by an order from the Partner until Pedab has accepted the order. Acceptance of an order shall be deemed to occur when Pedab (i) confirms the order by sending the Partner a written order confirmation (the “Order Confirmation”); (ii) delivers the Deliverables; or (iii) otherwise makes the Deliverables available to the Partner. The Order Confirmation shall be sent to the Partner by email to an email address designated by the Partner for the purpose of receiving Order Confirmations or as otherwise agreed in writing.

3.3 The Order Confirmation shall, without prejudice to Section 4.2, provide information regarding what Deliverables that the Partner has ordered, price information and estimated time of delivery of the Products or estimated commencement date of the Services.

3.4 In relation to certain Deliverables, as required by Pedab or a Producer, the Partner must be able to show to Pedab that it has received a written equivalent order of Deliverables from an End Customer before the Partner is allowed to place an order for such Deliverables from Pedab. Pedab is entitled to, at any time, request to review such End Customer’s written order in order to verify the Partner’s compliance with this requirement.

3.5 Once the Partner is bound by an Order Confirmation pursuant to the above, such Order Confirmation shall automatically be considered an integral part of and incorporated into the Agreement. Pedab shall however, without limiting Section 15, have the right to withdraw its Order Confirmation, making such Order Confirmation null and void, if: (i) Pedab is prevented from fulfilling its obligations due to force majeure (as further described in Section 13); (ii) the relevant Producer has suspended its delivery of the ordered Deliverables to Pedab for any reason beyond Pedab’s reasonable control; or (iii) the Partner has (a) failed to pay any invoice when due under this Agreement, (b) been subject to

insolvency proceedings, or (c) exceeded its credit limit as determined under Section 5.6. Pedab shall without unreasonable delay inform the Partner in writing about its decision to withdraw an Order Confirmation and the reasons for such withdrawal.

4. DELIVERY AND DELAY

- 4.1 Ordered Products that are shipped from Pedab's warehouse shall be delivered DAP (Delivered At Place) to the Partner's stock/premises in accordance with the latest issued Incoterms, unless the Parties have agreed otherwise in writing. In relation to Products that are not shipped from Pedab's warehouse, e.g. because they are shipped directly from the Producer, the applicable Incoterm may differ and is set out in the relevant Order Confirmation. If delivery shall be made directly to an End Customer, such information shall be evident from the order.
- 4.2 Ordered Services shall be provided in accordance with the applicable Order Confirmation which shall contain any relevant information about premises, scope, timeframes, volumes, assumptions, the Partner's responsibilities, End Customer beneficiaries and similar.
- 4.3 The Partner undertakes to inform Pedab in writing about any change of premises. If Pedab incurs any additional costs due to the Partner's change of premises, Pedab shall have the right to adjust the fees for the Deliverables with an amount corresponding to such additional costs.
- 4.4 Upon delivery of any Products (whether constituting a part of a Service or not), the Partner undertakes to make sure that an authorized person signs a document confirming that the Partner has received the Products (a "**Delivery Receipt**"). Any visible transportation damage to the goods, defects or other cargo deviations shall be reported to the carrier immediately. Such damage or deviation shall be noted on the Delivery Receipt and signed by both the chauffeur and the Partner's representative, respectively.
- 4.5 Notwithstanding the above in this Section 4, Software shall be delivered in accordance with the delivery procedures as decided by Pedab, unless otherwise agreed in writing.
- 4.6 The Partner acknowledges that Pedab is dependent on the supply of Deliverables from the relevant Producer(s) and that such dependency may affect delivery timelines. The estimated date of delivery indicated in the Order Confirmation is approximate. Pedab shall use commercially reasonable efforts to deliver by the estimated delivery date, but the Partner shall have no remedy for delays. Notwithstanding the foregoing, in the event of a material delay in the delivery of the Deliverables, the Partner may submit a written request to Pedab to cancel the affected order. Such cancellation shall only become effective if the relevant Producer accepts the cancellation. Upon an effective cancellation in accordance with this provision, Pedab shall refund any amounts already paid by the Partner for the cancelled Deliverables.
- 4.7 If Pedab reasonably anticipates that the Partner will fail to fulfill an obligation in the Agreement, Pedab may cancel its delivery of Deliverables and request the Partner to provide Pedab with an acceptable security for the Partner's rightful fulfillment of its obligations.

5. PRICE, PAYMENT AND TAXES

- 5.1 The prices for the Deliverables are set out in the Order Confirmation. All prices are stated exclusive of VAT and other taxes. Any amount payable under the Agreement shall be paid against invoice. Provided that the Partner has been granted a corresponding credit by Pedab pursuant to Section 5.6, the invoice shall be paid within thirty (30) days from the date of the invoice.
- 5.2 Pedab reserves the right to, from time to time, adjust its prices. Furthermore, if the Order Confirmation or an invoice contains price information that is clearly incorrect, Pedab reserves the right to adjust the charged price after execution of such Order Confirmation or issuance of such invoice (as applicable) by sending the Partner an invoice amounting to the difference between the correct and the incorrect price. If the Partner, by virtue of such adjustment of an Order Confirmation or invoice (as applicable), no longer wants a Deliverable, the Partner may, at its own cost, request Pedab to collect the Deliverable and reimburse the purchase price to the Partner, provided that the

Deliverable still is in its original condition. If the Partner discovers that an Order Confirmation or an invoice contains a price that is clearly incorrect in Pedab's favor (i.e., overcharging the Partner), the Partner may notify Pedab in writing within five (5) Business Days of the Order Confirmation date. Pedab shall review such notification and, if the error is confirmed, issue a credit note for the difference or cancel the order at the Partner's election.

- 5.3 If a Producer materially changes the price of any Deliverables after Pedab has issued an Order Confirmation to the Partner, Pedab reserves the right to adjust the price charged to the Partner accordingly by issuing a revised invoice and/or Order Confirmation, provided that (i) the price adjustment shall only apply to Deliverables that have not yet been delivered to the Partner as of the date of the revised invoice and/or Order Confirmation; (ii) if Pedab and the Partner have, for a specific period of time, agreed in writing to fixed or committed prices for certain Deliverables, the price adjustment shall not apply in relation to such Deliverables during such agreed time period; and (iii) Pedab shall notify the Partner of such price adjustment in writing within five (5) Business Days of becoming aware of the Producer's price change and, in such notification, include written evidence documenting the Producer's price change (subject to applicable competition laws). The Partner may, within ten (10) Business Days of receiving such notification, elect to: (i) accept the adjusted price; or (ii) cancel the order without penalty, in which case Pedab shall refund any amounts already paid by the Partner for the affected Deliverables. If the Partner does not respond within the specified timeframe, the Partner shall be deemed to have accepted the adjusted price.
- 5.4 In the event of late payment by the Partner, Pedab shall be entitled to charge late payment interest in accordance with applicable local law. Pedab may also, where applicable and if permitted under applicable law, withhold delivery or part thereof of the Deliverables under the relevant Order Confirmation as well as other Deliverables until full payment has been made. In addition, administrative fees for written payment reminders may be charged the Partner. Reference is also made to Section 15.3 in relation to a material breach.
- 5.5 In case the Partner disputes an invoice (which may only be made in good faith), the Partner must send a written notice, stating the disputed amount and the reasons for the dispute, to Pedab no later than fifteen (15) Business Days after the issuance of the disputed invoice. Otherwise, the invoice shall be deemed accepted by the Partner. Amounts that are subject to a good faith dispute shall not accrue late payment interest for the duration of such dispute, provided that it is subsequently determined that the disputed amount was rightfully disputed and the Partner has complied with the notice requirements set out under Section 5.5.
- 5.6 Pedab may grant the Partner a credit limit. Pedab may from time to time adjust the Partner's credit limit, including but not limited to decreasing such credit limit to zero (0). Pedab may also terminate a credit granted to the Partner at any time, if Pedab would deem the Partner to no longer be credit-worthy.
- 5.7 The Partner shall fulfill any applicable tax regulations in relation to the Agreement, including but not limited to tax regulations regarding chemicals (where applicable).
- 5.8 Proceeds distributed in connection with selling competitions always accrue to the Partner and any tax relating to such proceeds shall be paid by the Partner.
- #### **6. PARTNER'S RESPONSIBILITIES AND OBLIGATIONS**
- 6.1 Subject to applicable and mandatory competition law, the Partner undertakes not to actively market or sell the Deliverables outside the Territories and agrees not to contract with any third party to do so.
- 6.2 When reselling the Deliverables to End Customers, the Partner shall, if applicable, be liable for ensuring that it executes an end user license agreement with the End Customer. The Partner shall ensure that any such end user license agreement is executed in accordance with the relevant Producer's end user license agreement requirements and any other conditions imposed by such Producer. Further, the Partner shall ensure that the End Customers are provided with any other

information, e.g. regarding the use of the Deliverables and their intended purposes, to the extent necessary according to applicable law and/or as may otherwise be of importance for the End Customers. Should the Partner purchase Deliverables from Pedab for its own commercial use, the Partner's foregoing undertakings shall also apply correspondingly, with the necessary amendments.

- 6.3 The Partner acknowledges that the Deliverables are intended for standard commercial uses and shall not be available for use or resale in any hazardous environments requiring fail-safe performance (including but not limited to aircraft navigation or communications systems, air traffic control, in the operation of nuclear facilities, direct life support machines or military defense systems) in which the failure of the Deliverables could lead directly to death, personal injury or severe physical or environmental damage, unless such use or resale has been explicitly approved in writing by Pedab.
- 6.4 The Partner shall be responsible for complying with all environmental and safety obligations relating to the sales and/or disposal of the Deliverables and thereto related materials (including but not limited to registration, providing guarantees where applicable, reporting and the proper collection, disposal and/or recycling of the waste from any discarded or obsolete Deliverables or their parts) supplied by Pedab under the Agreement in accordance with all applicable environmental or other safety legal requirements under applicable law.
- 6.5 Neither Party may, without the other Party's prior written consent, make any public announcements, press releases or similar communications in the name of the other Party or about the Deliverables as such. For the avoidance of doubt, the aforesaid shall not be construed to restrict either Party's ordinary marketing activities to promote its own business, and in relation to the Partner, sell the Deliverables to End Customers.
- 6.6 The Partner is responsible to ensure that the Deliverables correspond with the relevant End Customer's agreement with the Partner. Further, any warranties offered or given by the Partner to the End Customer in addition to those given by the Producer are the Partner's sole liability, unless otherwise has been agreed in writing.
- 6.7 The Partner acknowledges that, in relation to certain Deliverables stemming from a specific Producer, the Partner may be required to enter into separate terms and conditions directly with such Producer as a prerequisite for ordering the relevant Deliverables via Pedab (the "**Producer Terms**"). The Partner undertakes to comply with the applicable Producer Terms at all times. Any breach by the Partner of the applicable Producer Terms shall be deemed a breach of this Agreement. Pedab shall, upon the Partner's reasonable request, use reasonable efforts to assist the Partner in obtaining the applicable Producer Terms.
- 6.8 The Partner shall indemnify and hold Pedab and the Producer harmless from damages caused by the Partner's breach of its undertakings in the Cooperation Agreement (if any), this Section 6 and/or Section 7.

7. TRADE COMPLIANCE

- 7.1 Each Party represents, warrants and undertakes that:
 - (a) it and its affiliates and agents shall comply with (i) all economic sanctions and export control laws and regulations adopted and enforced by governmental authorities of the European Union (EU), United Nations (UN), the United Kingdom (UK) and United States (US); and (ii) any other economic sanctions and export control laws and regulations adopted by governmental authorities in other jurisdictions that are applicable to either Party (collectively "**Sanctions and Export Control Laws**");
 - (b) neither it, its affiliates nor any of its respective officers, directors or employees, is listed, or is owned or controlled by any individual or entity listed in Sanctions and Export Control Laws;
 - (c) it shall not breach, circumvent, evade or avoid, or engage in any transaction intended to breach, circumvent, evade or avoid, any Sanctions and Export Control Laws;

- (d) it holds all necessary trade authorisations, licences and approvals under Sanctions and Export Control Laws in relation to its obligations under this Agreement; and
- (e) it will immediately inform the other Party of any actual or suspected breach of this Section 7.

7.2 The Partner further represents, warrants and undertakes that:

- (a) the Deliverables will not be used, transferred, exported or otherwise provided (i) to any such listed parties, (ii) in their entirety or in part for any military end-use or for use by any military end-user, or (iii) to any party located in Afghanistan, Belarus, Crimea and non-government-controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine, Cuba, Iran, Libya, Myanmar, North Korea, Russia, Sudan, Syria, Venezuela and Yemen (or such other countries or territories as Pedab may designate in writing from time to time);
- (b) the Partner holds all requisite trade authorizations, licenses and approvals under Sanctions and Export Control Laws in relation to the use, transfer, export and provision of the Deliverable; and
- (c) the Partner shall impose substantially equivalent obligations as set out in this Section 7 on all End Customers and shall ensure that such obligations are incorporated into all relevant agreements with End Customers.

7.3 The Partner shall:

- (a) upon Pedab's request, promptly provide Pedab with all information and documentation reasonably necessary to verify compliance with this Section 7, including end-user statements and details regarding the identity, location and intended use by End Customers; and
- (b) cooperate fully with Pedab in any investigation or inquiry relating to compliance with Sanctions and Export Control Laws.

7.4 Following any breach by the Partner of Sections 7.1, 7.2 and 7.3 above, Pedab may refuse further performance, or terminate the Agreement and Pedab's relationship with the Partner, without incurring any liability.

8. AUDIT RIGHTS AND ESG REPORTING

- 8.1 Pedab and any relevant Producers shall have the right to, after providing the Partner, its affiliates and/or End Customers, with reasonable written notice, by itself or by its authorized representatives, audit relevant documents, contracts, orders, invoices, receipts or other materials in the possession or under the control of the Partner, its affiliates and/or End Customers, and audit the Partner's, its affiliates' and/or End Customers' facilities or processes, for the purpose of determining whether the Partner, its affiliates and/or End Customers complies with the requirements of the Producer, applicable law and/or this Agreement. Pedab shall make commercially reasonable efforts to minimize the disturbance of the Partner's, its affiliates' and/or End Customers' business when conducting such audits and audits shall be limited to information reasonably necessary to verify compliance with applicable law and/or this Agreement.
- 8.2 Each Party shall bear its own costs for the audits set out in Section 8.1, except where such audit reveals that the Partner, its affiliates and/or End Customers has failed to comply with the Agreement and/or applicable law, in which case the Partner shall bear all costs of the audit.
- 8.3 The Partner is fully responsible for fulfilling all environmental, social and governance (ESG) reporting requirements, including but not limited to CO₂ reporting requirements, according to applicable law and/or widely used business standards/rules connected to its own, its affiliates and/or End Customers purchase, use and disposal of the Deliverables.

9. RETURNS

- 9.1 The Partner shall not have a right to return Deliverables unless accepted by Pedab in its sole discretion. Pedab may only accept returns of Deliverables to the extent such returns have been approved by the relevant Producer.
- 9.2 Prior to returning a Deliverable, the Partner shall receive a written pre-approval and a RMA-number from Pedab. The Deliverable shall be

returned in its original condition. A return is credited to the invoiced amount exclusive of possible freight charges.

10. WARRANTIES AND LIABILITY

- 10.1 Except as otherwise set out herein, Pedab makes no representations or warranties of any kind, whether express or implied, with respect to the Deliverables, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or non-infringement. Any warranties and representations in respect of the Deliverables are made by the relevant Producer(s) and not by Pedab. Notwithstanding the foregoing, this Agreement shall not limit any mandatory statutory rights the Partner may have under applicable law.
- 10.2 Pedab may direct the Partner to make any claims directly towards the relevant Producer(s), it being understood that any warranties and representations in respect of the Deliverables are made by the relevant Producer(s) and not by Pedab. In such event, Pedab shall provide the Partner with reasonable assistance in pursuing the claim towards the relevant Producer(s), including providing available documentation and contact information. The Partner shall comply with the relevant Producer's applicable claims procedures and cooperate with Pedab and the Producer in the handling of such claim.
- 10.3 Pedab's liability for defects shall never be deemed to include defects or damages resulting from the Partner's or the End Customer's negligence or wrongful use of the Deliverable, e.g. that the End Customer has failed to comply with the manual, instructions, altered or interfered with the Deliverable or used the Deliverable for purposes for which it is not intended. Pedab is further not liable for defects caused by a third party, viruses (or features with similar effects) or by circumstances beyond the reasonable control of Pedab, including but not limited to information provided by the Producer or any third party. For the avoidance of doubt, the Partner is obliged to request a manual or instruction, if the Deliverable would be delivered without one.
- 10.4 The extent or length of the liability for defects shall not be extended or changed if Pedab remedies a defect, provides technical guidance or redelivers the Deliverable.
- 10.5 In case of a defect in any Deliverable, the Partner must give Pedab written notice of such defect without undue delay and no later than five (5) Business Days following the detection of such defect or when it should reasonably have been detected. Any defects shall always be reported to Pedab within three (3) months from delivery to the Partner. In such written notice, the Partner shall describe and, where necessary, demonstrate the manner in which the defect is shown. If the Partner fails to adhere to the aforementioned time limits, the Partner shall be precluded from enforcing any remedies and/or claim any damages in relation to the defect.
- 10.6 Pedab shall repair or replace (at its option) a Deliverable in the event of a defect. In addition, in case of delay or force majeure according to Section 13 or if the Producer has ceased to deliver the ordered Deliverable, Pedab may fulfill its obligations toward the Partner by delivering a replacement with equivalent functionality as the Deliverable set out in the Order Confirmation.
- 10.7 Any Advisory or Consulting Services are provided by Pedab on a goodwill basis. Consequently, Pedab disclaims any responsibility or liability whatsoever for such Advisory or Consulting Services and the Partner hereby expressly waives any claims relating to such Advisory or Consulting Services.
- 10.8 Pedab is only liable for bodily injury, death and/or damage to property in case of negligence. The Partner shall indemnify and hold Pedab harmless from third-party claims arising from: (a) the Partner's breach of Sections 6 or 7; (b) the Partner's modification, alteration, or misuse of the Deliverables; or (c) the Partner's failure to comply with applicable laws or regulations in its use or resale of the Deliverables.
- 10.9 Pedab's liability under the Agreement is, under all circumstances limited to the purchase price of the concerned Deliverable. Notwithstanding the foregoing, Pedab's liability is, under all circumstances, limited to the amount that Pedab successfully claims from the Producer in relation to the concerned Deliverables. Pedab shall never be liable for any indirect damage or loss.

- 10.10 The Parties agree that this Section 10 sets out Pedab's entire and exclusive liability for defects.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All Intellectual Property Rights in and to the Deliverables belongs to the Producers and/or Pedab, respectively. Nothing in these GTCs shall be construed or perceived as a transfer of ownership or license, unless the Parties have agreed otherwise in writing.
- 11.2 Pedab is not responsible for any infringement of Intellectual Property Rights in relation to the Deliverables. Instead, Pedab may direct the Partner to make any claims directly towards the relevant Producer(s) in relation to Deliverables.
- 11.3 The use of any Software is subject to the applicable Producer's license terms, including for the avoidance of doubt any open source license terms applicable to open source code contained in the Software. Without limiting the generality of Section 6.2, the Partner agrees to contractually require its End Customers to comply with any obligations and license terms governing the use of the relevant Software. Should the Partner purchase Software for its own commercial use, the Partner's foregoing undertakings shall also apply correspondingly, with the necessary amendments.

12. PROCESSING OF PERSONAL DATA

Each Party shall be individually responsible, as a sole data controller, for its own processing of personal data in connection with this Agreement. Hence, each Party determines the purposes and means for its respective processing of personal data. Notwithstanding the foregoing, each Party shall at all times during the term of this Agreement comply with all applicable data protection legislation. In addition, if either Party considers at any time during the term of the Agreement that one Party is acting as a processor of personal data on behalf of the other Party, the Parties shall enter into a data processing agreement where required by applicable law.

13. FORCE MAJEURE

- 13.1 If either Party is prevented from fulfilling its obligations under the Agreement due to a circumstance outside the Party's reasonable control, which the Party could not reasonably have foreseen, e.g. natural disaster, war (whether declared or not), epidemics, pandemics, fire, cessation of work, strike, boycott or similar or any other similar cause, or the Producer's non-fulfilment or delay due to circumstances described above, such circumstance shall result in a postponement of the time for performance and relief from any obligation to pay damages, as well as relief from any other possible remedy, for as long as the circumstance remains and hinders fulfilment of the obligation.
- 13.2 Each Party shall make reasonable efforts to eliminate, cure or overcome any such circumstance preventing the Party from fulfilling its obligations under the Agreement. The Parties shall bear their own costs resulting from any force majeure event.
- 13.3 A Party shall in case of an event of force majeure promptly give written notice to the other Party of the circumstances constituting the force majeure event and shall keep the other Party informed of the progress in resolving the force majeure event.

14. CONFIDENTIALITY

- 14.1 Sections 14.2–14.4 below shall only apply if the Parties have not entered into a separate non-disclosure agreement covering the Parties exchange of confidential information under the Agreement.
- 14.2 Each Party (the "**Receiving Party**") undertakes to, during the term of the Agreement and for a period of three (3) years thereafter, not disclose Confidential Information of the other Party (the "**Disclosing Party**"), except for information that the Receiving Party can show (i) was publicly available upon receiving the information, or which subsequently has been made publicly available without breach against this or any other confidentiality undertaking; (ii) that the Receiving Party, after entering into the Agreement, has received from a third party without breach of any confidentiality undertaking; (iii) that the Receiving Party is required to disclose due to any order of a court, any applicable stock exchange regulations or applicable law; or (iv) that

such disclosure has been approved by the Disclosing Party in advance in writing.

14.3 In addition, the Receiving Party may only disclose Confidential Information of the Disclosing Party to its employees, directors and advisors, insofar such persons need to know the information for executing the Agreement. The Receiving Party shall ensure that those employees, directors and advisors are bound by not less extensive confidentiality, non-use and other obligations as set out in this Agreement. The Receiving Party shall be liable to the Disclosing Party pursuant to the provisions set out in this Agreement, for any breach by its employees, directors and advisors.

14.4 Notwithstanding the aforementioned, Pedab may provide the Producer and other entities within the Pedab group with information relating to Pedab's sale of Deliverables to the Partner as well as other relevant information about the Partner.

15. TERM AND TERMINATION

15.1 Where a Cooperation Agreement has been entered into, the Agreement shall enter into force when duly signed by both Parties. Where no Cooperation Agreement has been entered into, the Agreement shall enter into force upon Pedab's acceptance of the Partner's first order placed in accordance with Section 3. The Agreement shall remain in force until further notice. A Party may terminate the Agreement by providing the other Party sixty (60) days' written notice.

15.2 In the event that a Party files for bankruptcy, enters into liquidation, enters into an agreement for composition, cancel its payments or in any other manner may be regarded as insolvent, the other Party may terminate the Agreement with immediate effect.

15.3 In the event either Party materially breaches any of its duties or obligations under this Agreement (including but not limited to payment of the Deliverables), and the non-breaching Party has allowed the breaching Party a cure period (to the extent the breach is curable) of no less than thirty (30) days from written notice of the breach, during which the breaching Party has failed to cure the breach, the other Party may terminate this Agreement and/or the order(s) which the material breach refers to.

15.4 A Party's termination of the Agreement shall, unless the Agreement is terminated due to a material breach which has not been cured in accordance with this Section 15, not affect the applicability of the terms of the Agreement for orders, purchases and/or deliveries made before the termination of the Agreement.

16. MISCELLANEOUS

16.1 In the event any provision of the Agreement is wholly or partly deemed invalid, the validity of the Agreement as a whole shall not be affected, and the remaining provisions of the Agreement shall remain valid and the part declared invalid shall, as far as legally possible, be construed in accordance with the intentions of the Parties when they entered into the Agreement.

16.2 Pedab reserves the right to, from time to time, amend these GTCs. Such amendments shall be published on www.pedab.com and notified to the Partner by any means of communication decided at Pedab's sole discretion, at least thirty (30) days prior to entering into force. If the Partner does not accept such amendments, the Partner may terminate the Agreement by providing written notice to Pedab prior to the amendments entering into force, such termination to be effective as of the date the amendments would otherwise enter into force. If the Partner does not terminate the Agreement in accordance with the foregoing, the new version shall replace the older version and shall automatically become binding for the Partner upon entering into force.

16.3 Pedab may, upon the Partner's written consent, engage a third party in order to provide the Deliverables or parts thereof. Such consent may not be unreasonably withheld. Pedab is liable for engaged third parties to the same extent as if the task assigned to the third party would have been carried out by Pedab itself.

16.4 The Partner may not transfer any of its rights and/or obligations under this Agreement without Pedab's prior written consent thereto. Pedab

may however transfer its rights and/or obligations under the Agreement to a third party.

16.5 The Agreement sets out and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. All arrangements, commitments and undertakings in connection with the subject matter of the Agreement (whether written or oral) made before the date of the Agreement are superseded by the Agreement.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 This Agreement shall be governed by the substantive law of the country in which the relevant Pedab entity is registered, without application of its principles on conflict of laws.

17.2 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 SCC Arbitration Institute (the "SCC").

17.3 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 (1) or three (3) arbitrators.

17.4 The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

17.5 Each Party undertakes to ensure that all arbitral proceedings conducted in accordance with this Agreement shall be kept strictly confidential. This undertaking shall cover, *inter alia*, that arbitral proceedings have been initiated, all information disclosed during the course of such proceedings, as well as any decision or award made or declared by the arbitral tribunal. This Section shall not restrict or prevent disclosure by a Party of any information if and to the extent (i) the disclosure is required by law or applicable stock exchange regulations, or (ii) such disclosure has been approved by the other Party in advance in writing.