

GENERAL TERMS AND CONDITIONS MANIFESTUM AB

These general terms and conditions (the “**Terms**”) apply to all services provided to customers by Manifestum AB, company registration number 556609-5674, and its affiliates, branches or representatives in any jurisdiction (“**we**”, “**us**”, “**our**” or “**Manifestum**”). By entering into an agreement with Manifestum, you are considered to have agreed to the Terms. The Terms shall also apply to any and all future contractual relationships, even if the Terms are not expressly referred to in collateral contracts.

1. Our Services

Manifestum’s ambition is to provide its customers with thorough and professional consultancy services. At the start of an engagement, Manifestum will enter into a Consultancy Agreement with the customer where we agree on the scope of the services and the terms of the engagement.

The Consultancy Agreement is a contract between you and Manifestum, in which services are delivered by the owner who has professional skills. Manifestum is obliged to have prior written consent before engaging any sub-consultant, subcontractor or any other person to perform any services.

Our advice is tailored to the circumstances in the specific engagement, the facts presented to us and the instructions you give us. Accordingly, you may not rely on the advice in any other engagement or use it for any purpose other than that for which it was given. Our advice never entails any guarantee of a certain outcome or success. Our advice in a particular engagement does not include any legal- financial- or regulatory advice.

2. Customer Identification

In some cases, Manifestum might be under a statutory duty to ascertain our customers’ identity and ownership, and to obtain information about the nature and purpose of the matter, before we can provide any consultancy services. We are also legally obliged to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit according to the EU Directive 2018/843 of the European Parliament and of the council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU. We are also prevented by law from informing you of suspicions or that a report has been, or will be, made to the relevant financial intelligence unit. Where there are suspicions of money laundering or financing of terrorism, we are obliged to decline or cease to act in the engagement. Manifestum cannot be held liable for loss

or damage caused to you directly or indirectly by our compliance with the obligations we have considered to be incumbent on us under this section.

3. Independency

Manifestum performs all its services as an independent contractor and shall not be the servant or agent of a customer.

4. Fees and Invoicing

Manifestum's fees and the cost of Manifestum's services follows by the Consultancy Agreement. All fees are exclusive of value-added tax, sales tax and similar taxes, which will be charged at the statutory rate applying in the relevant jurisdiction.

Unless otherwise agreed, we invoice each month by sending an invoice by e-mail. Invoices will, unless otherwise agreed, fall due thirty (30) days after the invoice date.

Our invoices for work done will be addressed to you as the customer. Each invoice states the date it is due for payment. In the event payments are not received by Manifestum after becoming due, we may charge interest on any such unpaid amounts at a rate of eight (8) % per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and suspend performance for all services until payment has been made in full.

5. Intellectual Property Rights

Unless otherwise agreed, copyright and any other intellectual property that Manifestum generate for customers belong to the customer. Unless otherwise agreed, no document or other work result generated by Manifestum may be generally circulated or used for marketing purposes.

You are responsible for ensuring that you have the necessary rights for any material that is submitted to Manifestum. If Manifestum is affected by any claims for damages from third party copyright holders or other costs due to the above requirements not being met, you are obliged to compensate Manifestum for this.

6. Liability for Damages

Manifestum's liability for damages to the customer cannot exceed the aggregate amount of its invoices to the customer for the past six (6) months.

The customer's right to compensation from Manifestum for damages is limited to compensation for direct loss or damage, and thus not in any case for loss of profit or other consequential loss or damage in the event of negligence. Manifestum accepts no liability to pay penalties or liquidated damages.

Manifestum's liability to the customer is limited to the loss or damage you as the customer incurs. Among other things, this means that our liability will be reduced by all sums that may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to your agreement with the insurance provider or third party, or your rights against the insurance provider or third party are thereby prejudiced.

We accept no liability towards any third party due to your use of documents or other advice from the Manifestum.

Unless specifically agreed, we will not accept any liability arising from failure to meet any target date(s) or failure to complete any part of work for you within a proposed time scale. This notwithstanding, we are not liable for any loss, damage or delay arising due to circumstances beyond our control that we could not reasonably have been expected to foresee at the time we accepted the engagement, and whose consequences we could not reasonably have avoided or surmounted.

Notwithstanding the other provisions of this clause, Manifestum will be liable towards you for loss or damage caused deliberately.

7. Referrals

Manifestum has an extensive network of advisers and is happy to help you to identify and instruct other advisers in relation to specific matters.

If Manifestum instruct, engage and/or work together with other advisers, those advisers will be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them unless we specifically agree otherwise. This applies whether the adviser has given the advice directly to you or via us. Manifestum does not accept liability for fees or expenses charged by such advisers, whether paid by us and charged to you as disbursements or whether forwarded to you for payment. Any authority to instruct advisers includes the authority to accept a limitation of liability on your behalf.

When we instruct other advisers we may, at your request, obtain fee quotes from them and/or agree on fee arrangements with them. Although we will assist you in any discussions with other advisers, we do not assume any responsibility for such quotes and/or arrangements.

8. Data Privacy

We are a controller of personal data provided and obtained in conjunction with engagements or otherwise registered when preparing or administering an engagement. All processing of personal data takes place in accordance with current data protection legislation. Manifestum's Privacy Policy can be found at <https://www.manifestum.com/privacy-policy-for-manifestum-ab/>.

9. Document Management

While an engagement is ongoing, Manifestum may store documents and work results produced by us or by you or a third party electronically in a central system to provide the team working for you with easy access to necessary information.

After an engagement has ended, we will keep and/or store digitally or in hard-copy form all relevant documents and all relevant work results generated in the engagement for a period we consider appropriate for the particular type of engagement.

10. Insurance

Manifestum will at all times maintain customary liability insurance.

11. Complaints

If, for any reason, you are dissatisfied or have a complaint, you should give Manifestum a written notice as soon as possible and no later than three (3) months after you discovered or ought to have discovered the defect or deficiency. The notice of defect or deficiency must describe in detail the defect or deficiency it concerns. In no circumstances can a claim be presented later than five years after the advice to which it relates was given.

If you don't give notice of defect or deficiency in accordance with the preceding paragraph, then you will have forfeited your right to damages, price discount or other remedies due to the defect or deficiency in question.

After correct notice has been given, Manifestum will try to remedy the defect or deficiency within a reasonable time if this is possible. If we have not remedied the defect or deficiency within a reasonable time, you are entitled to a price discount in an amount that can reasonably be considered equivalent to the defect or deficiency.

12. Force Majeure

If Manifestum is prevented or materially hindered from performing its obligations due to circumstances beyond its control, including but not limited to war, natural disaster, power outage, fire and strike ("Force Majeure"), Manifestum will be discharged from its obligations and will not incur sanctions for its non-performance of a given obligation. Manifestum will in this case immediately notify affected parties. If Force Majeure conditions persist for more than three (3) months, either party may terminate the parties relationship with immediate effect.

13. Severability

If any provision of these Terms is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected. The invalid provision shall be

replaced by a provision that best corresponds to the intention and economic purpose of the invalid provision.

14. Amendments

The Terms may be amended by us from time to time. The latest version is always available on our website: <https://www.manifestum.com/> . Amendments to the terms and conditions will become effective only in relation to engagements begun after the amended version is posted on our website.

15. Governing Law and Dispute Resolution

The Terms shall be construed in accordance with and be governed by the laws of Sweden without regard to its conflict of laws principles.

Any dispute, controversy or claim arising out of or in connection with the Terms shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Simplified proceedings shall prevail. The Arbitral Tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
