

ABRANDE

GENERAL TERMS AND CONDITIONS

These general terms and conditions (the “**GTC**”), together with any agreement(s), fee quotes or other covenants duly agreed upon, form the Agreement between you (the “**Client**”) and Abrande AB, with Swedish company reg.no. 559519-7517, (“**Abrande**”) regarding the provision of Abrande’s Services.

Abrande and the Client may be collectively referred to as the “**Parties**” or individually as a “**Party**”.

These GTCs supersede and replace any prior version of GTC that may exist between the Parties.

1 INTERPRETATION

In addition to the definitions set out above, in the GTC:

“**Agreement**” means these GTCs, together with any document, fee quotes or similar, that Abrande sends to the Client, via e-mail or in physical form, specifying the Services to be rendered together with applicable fees and rates and that is duly agreed between Abrande and the Client;

“**Confidential Information**” means all information which is not publicly available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party or to any of its business matters, which has been disclosed or may be disclosed to the other Party (the “**Receiving Party**”) or which the Receiving Party has or may otherwise become aware of in connection with the performance of the Services;

“**duly agreed upon**” and “**agreed in writing**” means that authorized representatives of both Parties have accepted or agreed in physical form by signing a document or by giving a clear acceptance by means of e-mail;

“**GTC**” means these general terms and conditions;

“**Portal**” means the software service provided to the Client online via Abrande’s website;

“**Services**” means any service, advice or communication provided by Abrande to the Client, as set out in relevant Agreement(s) and/or a written accepted offer/estimate or as otherwise agreed upon between Abrande and the Client;

“**Subscription Services**” means any service provided by Abrande on an annual basis, such as management- and monitoring services for trademarks and domains;

“**User**” means a Client employee’s registered account in the Portal.

2 GENERAL

2.1 The Client’s acceptance of any Agreement(s) marks the Client’s acceptance of these GTCs.

3 ABRANDE’S OBLIGATIONS

3.1 Abrande shall provide the Services in accordance with the description set out in any Agreement(s) or any other document or communication duly agreed upon.

3.2 Abrande shall provide the Services in a professional and workmanlike manner.

3.3 Abrande shall provide the Services in accordance with the obligation of confidentiality set out in section 7 below.

3.4 Abrande shall, to the best of its ability, ensure that all applications are made within all deadlines imposed by law, governments, authorities or by any third parties. In case Abrande needs input from the Client in accordance with Clause 4.1 below, Abrande shall notify the client as soon as possible.

3.5 Abrande shall document all work performed and applications made, regarding the Services, and report its work to the Client.

4 THE CLIENT’S OBLIGATIONS

4.1 If not otherwise agreed, the Client acknowledges that Abrande will not initiate the performance of its Services until after payment relating to the applicable Services has been made to the account indicated in the invoice sent to the Client.

4.2 The Client acknowledges that certain Services may require compliance with certain deadlines imposed by law, government authorities or by third parties. Consequently, the Client undertakes to provide Abrande, in good time, with the instructions, information and

ABRANDE

documentation necessary for Abrande's provision and correct performance of the Services.

- 4.3 All communication by Abrande shall be sent to the Client's latest address (email or postal address) as indicated by the Client. In case the Client changes any address or other contact details, Abrande must immediately be informed thereof.
- 4.4 The Client may not copy, decompile, decrypt, reverse engineer or otherwise make changes to the Portal.
- 4.5 If the Client fails to meet its obligations set out in section 4, Abrande shall not be held liable for any loss of rights or any other damage whatsoever suffered by the Client.

5 REMUNERATION AND COSTS

- 5.1 Abrande shall be entitled to remuneration for Services performed in accordance with any applicable Agreement(s) or other documents duly agreed upon between the Parties.
- 5.2 If and to the extent the Parties have not agreed upon prices, fees and/or reimbursement of costs in any applicable Agreement(s) or otherwise in accordance with section 5.1, the Services shall be provided on an open account basis and Abrande shall be entitled to:
 - (i) remuneration for Services performed in accordance with Abrande's price list (as applicable from time to time); and
 - (ii) reimbursement of all costs incurred in connection with the performance of the Services including, but not limited to, travel and subsistence expenses, official fees, third party expenses and other costs attributable to the provision of Abrande's Services.
- 5.3 At the Client's request, Abrande will provide the Client with an estimate of the prices, fees and costs for Services to be performed. It is expressly understood that all such estimates communicated to the Client shall be considered as an estimate/indication only and not be binding for Abrande vis-à-vis the Client. Estimates may be subject to limitations in time, in which case the estimate will only be binding during the time frame as expressly set out in the estimate.
- 5.4 If the Parties have agreed upon a fixed price for certain Services, and the scope of such Services are subsequently amended or

otherwise changed on the request of the Client, the Client acknowledges that Abrande shall be entitled to full compensation for any extra work performed in accordance with Abrande's price list (as applicable from time to time) as well as reimbursement for additional costs incurred, unless otherwise duly agreed upon in any applicable Agreement(s) or otherwise.

- 5.5 In case Abrande acts as an intermediary in relation to third-party service providers and handles payment of external fees on behalf of the Client, Abrande shall be entitled to reimbursement for all costs incurred in relation to such payments (including transaction costs and equivalent).

6 FEES, CURRENCY AND PAYMENT TERMS

6.1 PRICES, FEES AND INVOICING

- 6.1.1 All prices and fees are exclusive of VAT.
- 6.1.2 Abrande is entitled to adjust its prices and fees once (1) every twelfth (12) month from the date of the Agreement. Prices may be increased by a maximum of ten (10) percent every twelve months. The adjusted price will begin to apply two (2) months after the Client was notified by Abrande. For the avoidance of doubt, this section 6.1.2 shall not apply to Subscription Fees or other prices or fees that the Parties have agreed in writing shall be fixed for a certain term.
- 6.1.3 Abrande's reserves the right to adjust its prices and fees at any time due to changes in official fees, major currency movements or other similar changes of costs outside Abrande's control. Abrande shall, as soon as reasonably possible, give the Client written notice of such a price adjustment, and upon the Client's request, present written verification of such costs.
- 6.1.4 All prices and fees will be invoiced to the Client in advance, if not otherwise expressly agreed in writing.
- 6.1.5 Registration fees will be invoiced once the application has been approved and officially registered by the relevant authority. Publication fees, if applicable, will be invoiced separately once the application has been published by the relevant authority.

ABRANDE

6.2 CURRENCY

6.2.1 Abrande will invoice the Client in SEK or EUR.

6.3 PAYMENT

6.3.1 Unless otherwise agreed in writing, payment shall be made no later than fifteen (15) days from the date of the invoice.

6.4 LATE PAYMENT

6.4.1 In the event of late payment, Abrande is entitled to charge the Client late payment interest equal to the current Swedish reference rate, set by the Swedish Central Bank, plus eight (8) percent per year.

6.4.2 In the event of non-payment, Abrande is entitled to engage a debt collection agency to collect any outstanding debts.

6.4.3 Abrande reserves the right to suspend pending or further provision of Services if payment is delayed by more than thirty (30) days. Such suspension of Services may be, but is not limited to, transfer of trademarks, withholding of domain name authorization codes in case of domain name transfer, in case the Client is in delay with payment of any outstanding and undisputed invoice until such invoices are paid in full.

6.4.4 In case of recurring payment delays, Abrande may request adequate security, from the Client, for continued performance of Services.

7 CONFIDENTIALITY

7.1 Confidential Information, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of this Agreement, nor be disclosed by it to any third party without the prior written consent of the other Party.

7.2 Each Party undertakes to maintain Confidential Information confidential and not to reveal any Confidential Information to any third party. However, the Parties may disclose Confidential Information to its officers, directors, legal- and financial advisors and other partners on a need-to-know basis, provided that such disclosure is necessary for the provision of the Services and provided all such officers, directors, legal- and financial advisors, consultants and other partners are bound by equal or stricter obligations of Confidentiality as are set out in Clause 7.1.

7.3 Notwithstanding the definition of Confidential Information, the following information does not constitute Confidential Information:

- (i) information that is or will be in the public domain (other than through the receiving Party's unauthorized disclosure);
- (ii) information a Party legitimately received or will receive without any confidentiality restrictions from a third party without restrictions in respect of disclosure or use;
- (iii) information which a Party is obliged to disclose under any applicable law, as required by a court or public authority or stock exchange rules.

7.4 The Parties shall take necessary precautions, organizational as well as technical, to prevent any unauthorized disclosure or use of Confidential Information. In case the receiving Party becomes aware of any unauthorized disclosure or use, that Party shall immediately notify the disclosing Party thereof and take all reasonable efforts to mitigate the effect of such disclosure or use of Confidential Information.

8 PERSONAL DATA

8.1 Abrande will collect and process the personal data of the Client relating to the performance of the Services in accordance with Abrande's Privacy Policy available at Abrande's website.

9 THE PORTAL

9.1 Abrande grants the Client, subject to payment, a non-transferable, non-exclusive right to use the Portal for agreed purposes and only within the Client's business, including a right to invite Users to use the Portal.

9.2 To access the information offered on the Portal, a User account will need to be created, using a specific user ID, including name, email address, or other login information, such as a password.

9.3 The Client must keep passwords and other User account credentials protected from unauthorized persons. The Client shall immediately notify Abrande in the event the Customer becomes aware that any unauthorized person has obtained knowledge of such information.

9.4 The Client is responsible for the Client's use of the Portal, including the lawfulness of any information that the Client transfers or makes

ABRANDE

accessible through the Portal. Abrande reserves the right to terminate any access to the Portal if these GTCs are breached.

- 9.5 The Portal may contain links to third-party websites maintained by others. These links are provided solely as a convenience to the Client and not as an endorsement by Abrande of the contents of any such third-party websites. Abrande is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such sites. Access to linked third-party websites is made at the Client's own risk.

10 INTELLECTUAL PROPERTY

- 10.1 All material and all results produced in connection with the performance of the Services, as well as all intellectual property rights and know-how related to such material or result, shall vest in Abrande. This includes a right for Abrande to develop, change, convey and/or license such material and/or results and the intellectual property rights therewith.
- 10.2 The Agreement shall not render any transfer of any intellectual property rights, or other rights that Abrande holds or obtains, to the Client.
- 10.3 Notwithstanding the above, intellectual property rights Abrande registers on behalf of the client shall not in any way vest in Abrande and remain the sole property of the Client. However, Abrande is entitled to use the Client's intellectual property rights to the extent required to provide the Portal under the Agreement.

11 DISCLAIMER

- 11.1 Abrande shall not be held responsible for any advice, conclusions or recommendations based on incorrect, defective or insufficient information given by the Client and/or by any third party referred to by the Client.
- 11.2 All reasonable efforts will be taken by Abrande to ensure the accuracy, completeness and reliability of any information or Service provided to Client. However, Services or information provided by Abrande to the Client may be dependent and/or based on third party databases, services or information outside Abrande's control and Abrande shall not be held liable for any damage or loss whatsoever (especially including any loss of rights, e.g. a domain name) caused by the acts and omissions of a third party, nor shall

Abrande be liable for any incorrect advice, conclusions or recommendations which is based on inaccurate information from third party sources.

- 11.3 The Portal is provided as is, without warranty of any kind, either express or implied.

12 LIMITATION OF LIABILITY

- 12.1 Abrande shall under no circumstances be liable for any loss of sales, profits or revenue, loss of goodwill, loss of data or any other indirect or consequential loss or damage suffered or incurred by the Client in connection with, arising out of, or in any way related to, the Agreement.
- 12.2 Abrande's total aggregated liability, will under no circumstances exceed in aggregate, the greater of:
- (a) SEK 250,000; or
 - (b) for any claim arising in the first 12 months of the Agreement, the total compensation paid or payable for Services under the Agreement; or
 - (c) for claims arising after the first 12 months of the Agreement, the total compensation paid or payable in the 12 months prior to the date of that claim.

13 FORCE MAJEURE

- 13.1 Abrande is relieved from liability for a failure to perform any obligation under the Agreement if the performance of such obligation is prevented or made considerably more difficult through an act of public authority, new or amended legislation, conflict on the labor market or other similar circumstances outside Abrande's control.
- 13.2 If Abrande wishes to claim relief pursuant to section 13.1 above, Abrande shall without unreasonable delay inform the Client thereof in order to be able to invoke such a claim.
- 13.3 If Abrande's performance of a certain Service is delayed by more than 30 days, the Client may rescind the Agreement as regards to that specific Service. For the avoidance of doubt, all other Services under the Agreement provided to Client by Abrande which is not affected by the force majeure event shall continue to subsist.

ABRANDE

14 TERMINATION AND EFFECT OF TERMINATION

- 14.1 The Agreement shall remain in force until terminated in writing by the Client at any time if not otherwise agreed in any applicable Agreement(s) or otherwise.
- 14.2 Notwithstanding section 14.1, the Client's termination of Subscription Services must be notified to Abrande no later than 90 days before the end of term of each specific Subscription Service. If such notice is not given by Client, the Subscription Service will be automatically prolonged with another year.
- 14.3 Upon termination, the Parties obligations under the Agreement shall automatically terminate save that the Parties rights and liabilities which have accrued prior to the termination of the Agreement shall continue to subsist. Abrande shall provide the Client with all relevant documentation regarding the Services upon termination.
- 14.4 In case of termination by Client in accordance with section 14.1, Abrande is entitled to immediately invoice the Client the total amount owed for all Services rendered or commenced as of the termination date.
- 14.5 In case of termination by Abrande, the Agreement shall terminate three (3) months after Abrande's notice of termination if not otherwise agreed in any applicable Agreement(s) or otherwise. For the avoidance of doubt, termination by Abrande shall not affect any effective Subscription Service (i.e. Abrande shall honor the terms of any and all Subscription Services provided to the Client).
- 14.6 Abrande may, at its sole discretion, decline to commence, suspend, or terminate all or part of the Services with immediate effect where Abrande reasonably determines that:
- the requested Services, the Client's activities, or the intended use of Abrande's work product are unlawful, contrary to public order or public morality, or otherwise impermissible under applicable law;
 - the engagement conflicts with Abrande's internal ethical rules, compliance policies, or professional standards; or
 - continuation of the engagement would expose Abrande to legal, regulatory, reputational, or professional risk, or would be incompatible with the Abrande's duty of independence and professional integrity.

Where permitted by applicable law and professional obligations, Abrande may exercise this right without providing detailed reasons.

- 14.7 Abrande may also terminate the Agreement with immediate effect, without incurring any liabilities or responsibilities, if the other Party becomes insolvent or can be assumed to have become insolvent.
- 14.8 Abrande owns the right to terminate a specific service provided to the Client, if Abrande no longer intends to provide such service, with three months' prior written notice and such termination of a specific service shall not otherwise affect the Agreement.

15 ASSIGNMENT

- 15.1 Unless otherwise expressly stated in the Agreement, the Client may not assign its rights and obligations under the Agreement.
- 15.2 Abrande may without the Client's consent transfer the right to receive payment under the Agreement.

16 SUBCONTRACTORS

- 16.1 Abrande may without the Client's specific consent use subcontractors in performing the Services. Provided that such subcontractor(s) is engaged by Abrande at its sole initiative, without Client's involvement, Abrande shall be responsible for the Subcontractor's performance of the Services as if it was Abrande itself that performed the Services.

17 ENGAGEMENT OF THIRD PARTIES

- 17.1 Besides Abrande's responsibilities for certain subcontractors in accordance with section 16, Abrande does not accept any liability whatsoever for any services, advice, conclusions or recommendations by any third party (such as external experts, foreign lawyers or other service providers) recommended or engaged by Abrande on behalf of the Client to provide services to the Client.

18 MARKETING

- 18.1 The Client agrees that Abrande may use the Client's name and logo to identify the Client as a client of Abrande in Abrande's sales and marketing material (such as business presentations, client lists, and on Abrande's website).

ABRANDE

19 AMENDMENTS

- 19.1 The Agreement may only be amended by a signed agreement or an agreement duly accepted via e-mail by authorized representatives of both Parties.
- 19.2 Every Service, advice or other communication provided by Abrande is governed exclusively by the Agreement.

20 MISCELLANEOUS

- 20.1 In the event of any inconsistency between the different agreement documents, the terms of these GTCs and any Agreement(s) shall prevail to the extent necessary to resolve such inconsistency.
- 20.2 Failure by a Party to enforce any term of the Agreement will not be deemed a waiver of any future enforcement of that or any other term in the Agreement.
- 20.3 Any notices required by this Agreement shall be in writing and deemed to be valid and effective if personally delivered, sent by courier, mail or e-mail to the addresses set out in any applicable Agreement(s) or otherwise agreed upon in writing.

21 GOVERNING LAW AND DISPUTES

- 21.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden.

- 21.2 In case of a dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, the Parties shall endeavor to seek an amicable settlement.

- 21.3 If an amicable settlement cannot be reached, any dispute, controversy or claim arising out of or in connection with the Agreement, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English.

- 21.4 The Parties agree to keep confidential the existence of any dispute, mediation, arbitration, arbitral proceedings, submissions made by the Parties and decisions made by the arbitration tribunal, including its awards and/or resolutions agreed between the Parties, except as required by applicable law and to the extent not already in the public domain.

- 21.5 Nothing herein shall limit Abrande's right to commence court proceedings against the client for unpaid invoices, initiate proceedings for uncontested claims or seek interim relief from the courts.