CONSULTANCY GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

"Agreement" means this agreement consisting of the Main Document, any additional appendices set forth in the Main Document, and these General Terms and Conditions.

The "Main Document" refers to the conditions specifically described for the service, normally in the form of a more detailed consultancy agreement or a quotation presented to the Client.

"Client" means the party identified as a client or client in the Main Document of the Agreement.

"Consultant Resource(s)" means an employee of MURPHY appointed to perform the Assignment and who is identified in the Main Document of the Agreement.

"MURPHY" refers to the company Murphy Solution AB, or any other relevant company within the Murphy Solution Group.

"Parties" means the Client and MURPHY entering into the Agreement.

"Assignment" means the assignment to be performed by MURPHY in accordance with the mission statement in the Main Document or Appendix to the Agreement.

2. PRIORITY

2.1 If the contractual documents drawn up between the Parties conflict in their wording, the following order of priority shall apply: 1. The Main Document, then 2. Appendices to the Main Document, then 3. These General Terms and Conditions.

3. EXECUTION OF THE ASSIGNMENT

3.1 MURPHY shall carry out its obligations in a professional manner with suitable, competent and qualified employees for this purpose.

3.2 Unless otherwise agreed in writing, the Client is responsible for the Assignment's governance, quality control, content, goals and results.

3.3 The Client shall provide MURPHY with access to such information, personnel, equipment and facilities at the Client as MURPHY reasonably needs to be able to perform the Assignment in accordance with the Agreement. If the Client fails to fulfil its obligations or does not fulfil them according to the agreed timetable, the Client shall reimburse MURPHY for any costs this causes to MURPHY.

4. FEES AND PAYMENT

4.1 Agreed prices are set out in the Main Document of the Agreement. Prices are exclusive of VAT and other taxes and fees. If no pricing has been agreed, the charge will be made according to MURPHY's price list in force at any given time.

4.2 Payment is made against an invoice monthly in arrears, unless another payment plan is stated in the Main Document of the Agreement. Payment must be made within twenty (20) days after the invoice is issued. In the event of late payment, interest is payable in accordance with the Interest Act (1975:635).

4.3 In the event of an agreed fixed price, MURPHY is entitled, in addition to the agreed fixed price, to charge the Client on current account for any work that is not covered by the Assignment, unless the parties instead agree to adjust the fixed price to accommodate such additional work.

4.4 If Assignments are reimbursed on current account, MURPHY is entitled to compensation in accordance with the agreed hourly fee for hours worked. In addition, MURPHY is also entitled to compensation for work ordered or approved by the Client outside regular working hours. Regular working hours are counted as non-holiday Monday – Friday, 08:00 – 18:00. Overtime work that occurs on weekdays between 07:00 and 08:00 or at 18:00 and 20:00 is paid at 1.5 times the agreed hourly rate and overtime work that occurs at other times is paid at 2.0 times the agreed hourly rate. On major holidays, compensation is paid at 2.5 times the agreed hourly rate.

4.5 In addition to the agreed hourly fee, the Client shall reimburse MURPHY for documented costs for travel, board and lodging, etc., that arise in connection with the Assignment. Per diem is paid according to the Swedish Tax Agency's standard. MURPHY is also entitled to compensation for travel time spent outside regular working hours and agreed placement at 0.7 times the agreed hourly rate.

4.6 MURPHY has the right to annually adjust agreed hourly rates and price list in accordance with the change in accordance with the Labor Cost Index for Salaried Employees published by Statistics Sweden (LCI tjm SNI2007-KOD J). The base month for the calculation is December of the previous year and the change will enter into force in April of the current year. In the event that a Consultant Resource has changed tasks or responsibilities within the Assignment, and which have not been agreed upon in connection with the commencement of the Assignment, MURPHY is entitled to an adjustment of the agreed hourly fee. MURPHY and the Client shall agree to such adjustment without unreasonable delay from the date on which the new duties or responsibilities come into effect.

5. LATE CANCELLATION AND/OR CHANGE

5.1 MURPHY reserves the right to invoice all or part of the agreed cost in the event of late cancellation, unless otherwise expressly agreed. Late cancellation means:

5.2 For digital meetings: cancellation made within 24 hours before the agreed start time.

5.3 For physical meetings: cancellation made within 48 hours before the agreed start time.

5.4 In case of late cancellation as above, MURPHY is entitled to charge 50% of the agreed amount. Cancellations made on the same day as the scheduled meeting will be charged 100%, unless otherwise agreed in writing. Non-refundable costs for accommodation and other expenses related to the assignment are invoiced in full.

5.5 Cancellation or change of participation in open courses or training must be made in writing to the course coordinator. Refunds of the course fee are made according to the following conditions:

5.6 In case of cancellation more than 30 days before the start of the course, 75% of the course fee will be refunded.

5.7 If cancelled 14–30 days before the start of the course, 50% of the course fee will be refunded

5.8 If cancelled less than 14 days before the start of the course, no refund will be given.

5.9 Full reimbursement may be granted in the event of acute illness or accident of the participant, or a close relative, which makes it impossible to participate. Such absence must be substantiated by a valid medical certificate.

6. CANCELLED OR RESCHEDULED TRAINING

6.1 In the event of too few registered participants (less than 50% of available places) or other unforeseen events, MURPHY reserves the right to cancel or reschedule the training. In the event of cancellation of the course, a full refund of the course fee is offered or the opportunity to participate at a later date. The participant is responsible for any costs for travel and accommodation in connection with the training. MURPHY recommends that participants always choose options with the possibility of cancellation or rescheduling.

7. RESPONSIBILITY

7.1 MURPHY is liable, subject to the limitations set out below, for damage arising from MURPHY's negligence in the performance of the Assignment. MURPHY shall, at its own expense, within a reasonable time, where practicable, remedy the defect. If MURPHY does not remedy the defect within a reasonable time, Client is entitled to compensation for the damage Client suffers as a result of the defect, subject to the limitations set forth below.

7.2 The parties are liable, subject to the limitations set out below, for the damage they cause each other through breach of contract.

7.3 The parties' liability shall be limited to direct damages and thus does not include liability for loss of profit and other indirect damages, such as other losses as a result of what is performed by the Consultant not being able to be used in the intended manner. Furthermore, each party's total liability for damages shall be limited to a maximum amount corresponding to 20% of the estimated compensation for the Assignment. The limitation of liability in this section does not apply when damage is caused intentionally or by gross negligence.

7.4 The party shall submit a claim for compensation in writing no later than three (3) months after the party has noted basis for the claim and no later than three (3) months after the completion of the Assignment.

7.5 MURPHY is only liable to compensate for damage if the Client can show that MURPHY has not acted with reasonable diligence in the performance of the Assignment.

7.6 MURPHY shall at all times, and at its own expense, hold liability insurance relevant to the work.

7.7 In the event of damage, the Client shall inform MURPHY in writing and provide the necessary information to the insurance company, so that the nature and extent of the damage can be assessed.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Each party retains all intellectual property rights that it held at the time of entering into the Agreement regarding such material, including software, used in the Assignment.

8.2 The Client receives, upon payment of full payment, the right to the result of MURPHY's work within the framework of the Assignment.

8.3 The Customer may not, without MURPHY's prior written consent, distribute, transfer or otherwise make available to any third party any material provided under this Agreement.

8.4 If MURPHY delivers a third-party product or open-source software to Client, Client will receive, upon payment of full payment, a non-exclusive right of use in accordance with the third-party provider's standard terms and conditions or other terms and conditions applicable to the software.

8.5 Notwithstanding the provisions of paragraph 8.2 MURPHY has the right to freely use the knowledge, methods, processes, professional knowledge, experience and skills that MURPHY acquires through or in connection with the performance of the Assignment.

8.6 The parties undertake not to disclose the other party's business secrets or other confidential information that has come to their attention in connection with this agreement. This mutual obligation of confidentiality is valid for the duration of the agreement and remains in force even after the termination of the agreement.

8.7 The parties are responsible for ensuring that confidentiality obligations are observed by their respective staff, consultants and any subcontractors.

8.8 The duty of confidentiality does not apply to information that a party is obliged to disclose to a third party by law, a binding decision of an authority or an express agreement.

8.9 The Parties undertake to apply commercially reasonable measures to protect information from viruses, unauthorised access and dissemination in electronic communications. The parties are aware of and accept the risks that may be associated with electronic communications and agree to this form of communication between them.

9. PROCESSING OF PERSONAL DATA

9.1 In the event that a party within the Assignment will process the other party's personal data, the parties must enter into a MURPHY personal data processing agreement beforehand.

9.2 Each party processes personal data about the other party's contact persons to the extent necessary to administer the contractual relationship. MURPHY's processing of personal data is described in MURPHY's privacy policy, which is available on MURPHY's website.

10. USE OF AI TOOLS

10.1 MURPHY may use AI-based tools in the Assignment, for example to search, summarise, analyse and draft.

10.2 The Client's confidential information and personal data are processed only in tools approved by MURPHY, which are subject to confidentiality and data protection commitments equivalent to those in the Agreement and which do not use the information to train AI models. The Client's information is used solely to perform the Assignment for the Client.

10.3 Output produced with the help of AI tools is reviewed by MURPHY's staff before delivery. MURPHY remains

responsible for its work under the Agreement regardless of whether AI tools have been used.

10.4 If the Client does not wish AI tools to be used in the Assignment, this shall be stated in the Main Document.

11. FORCE MAJEURE

11.1 If a party is prevented from performing the Agreement due to circumstances beyond the party's control that the party could not reasonably be expected to have anticipated at the time of entering into the Agreement and the consequences of which could not reasonably have been avoided or overcome, or due to subcontractors being prevented from performing their delivery as a result of such circumstances, this shall constitute grounds for exemption entailing postponement of the date of performance and exemption from penalties.

11.2 MURPHY reserves the right to cancel or postpone training, alternatively convert physical training sessions to digital format, or change content and/or training leaders, due to circumstances beyond MURPHY's control – so-called Force Majeure. Force Majeure includes, but is not limited to, for example, labour market disputes, strikes, riots, illness, fire, natural disasters, epidemics, prolonged power outages and binding government decisions or strong government recommendations.

12. CONTRACT TERM AND EARLY TERMINATION

12.1 The Agreement is valid for the period specified in the Main Document of the Agreement.

12.2 Either party has the right to terminate the Agreement at any time and to terminate the Agreement early, subject to thirty (30) days' notice. In the event of early termination, in addition to ordinary compensation during the notice period, MURPHY is also entitled to compensation for proven necessary costs for the winding up of the Assignment.

12.3 The Agreement may also be terminated early by either party if the other party materially breaches its obligations under the Agreement and does not within thirty (30) days of written request to do so or if the other party has been declared bankrupt, commences composition negotiations or is otherwise insolvent.

12.4 Termination of the Agreement must be made in writing.

13. REPLACEMENT OF STAFF

13.1 MURPHY may, with the written consent of the Client, replace any of its Consultant Resources working with the Assignment with another employed Consultant Resource with equivalent expertise.

14. HIRING A SUB-CONSULTANT

14.1 MURPHY may engage sub-consultants to carry out all or part of the Assignment. MURPHY is responsible for the work of the sub-consultant as for his own work.

15. RECRUITMENT

15.1 The Client undertakes, during the term of the Agreement and for a period of twelve (12) months thereafter, not to, directly or indirectly, hire, engage on a consultancy basis, encourage or otherwise actively promote the departure of employees or sub-consultants from MURPHY, MURPHY employees or sub-consultants with whom the Client has been in contact during the Assignment without prior written approval from MURPHY. In the event that the Client breaches this commitment, the Client shall, in each case, pay compensation to MURPHY in the amount of SEK 300,000.

16. ANNOUNCEMENTS

16.1 Notices under the Agreement shall be given in writing by courier, registered letter or e-mail to the party's contact person at the address specified in the Agreement.

16.2 Notice shall be deemed to have been received by a party if:

- By courier, at delivery;
- By registered mail, when acknowledgement of receipt is signed;
- By e-mail, when the read receipt has been received, or receipt has been confirmed in writing.

17. OTHER

17.1 Amendments and additions to the Agreement must be in writing and either signed or confirmed in writing by authorized representatives of the parties to be effective.

17.2 Except as provided in this Agreement, a party may not assign or pledge its rights or obligations under the Agreement without the other party's written consent. Notwithstanding the foregoing, however, MURPHY shall have the right to assign the Agreement to another company within the group to which MURPHY belongs. MURPHY is also entitled, without the Client's consent, to transfer the right to receive payment under the Agreement. MURPHY shall promptly notify Client in writing of such assignment.

18. DISPUTE

18.1 Disputes concerning the interpretation or application of the Agreement and related legal issues shall be settled in accordance with Swedish law by a Swedish court with the Stockholm District Court as the first instance.