

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES TO LANTMÄNNEN

These General Conditions apply to the performance of services where the Supplier performs services ordered by the Customer, according to which the Supplier shall supply a certain result and/or a service. The services may also include the delivery of products. These General Conditions form an integral part of the Agreement. Reference made to the "Agreement" includes a reference to these General Conditions.

1 Definitions

In these General Conditions the following definitions are used:

"**Agreement**" means the written agreement between the Parties regarding the order of Services, or any other agreement where reference to these General Conditions are made, and of which these General Conditions form an integral part;

"**Customer**" means the company or entity within Lantmännen which has given the Supplier the assignment to perform the Services (unless otherwise stated in the Agreement all companies within Lantmännen shall be entitled to make such an assignment, however, in relation to the Supplier each such company shall only be liable for its own liabilities, undertakings and commitments and shall in no respect be considered as guarantors for each other);

"**Confidential Information**" means such information referred to in 11 below;

"**Deliverables**" means the result of the Services, including all reports, documentation, software, descriptions, specifications, drawings, models, tables and any other material in any electronic or tangible medium, or any products, which are to be delivered or performed by the Supplier to the Customer;

"**General Conditions**" means these general terms and conditions which form an integral part of the Agreement;

"**Lantmännen**" means Lantmännen ek för, Reg. No. 769605-2856, and its subsidiaries and affiliates from time to time;

"**Party**" means the Customer and the Supplier separately;

"**Parties**" means the Customer and the Supplier jointly;

"**Services**" means the services that are to be performed by the Supplier under the Agreement;

"**Service Order**" means an order for Services in accordance with the Agreement;

"**Specifications**" means the definition of the Services and Deliverables, specifications, performance criteria and other requirements for the Services and Deliverables, included in or attached to the Agreement;

"**Supplier**" means the Party that has entered into the Agreement with the Customer (unless otherwise stated in the Agreement, all companies within Lantmännen shall be entitled to place orders with Supplier or other companies within the Supplier Group, however, in relation to the Customer, the Supplier unconditionally and irrevocably guarantees as for its own obligations and debt (Sw. *proprieborgen*) the financial obligations as well as the complete and timely performance of all other obligations of any Supplier Group company towards the Customer pertaining to any Services to be made by Supplier Group companies);

"**Supplier Group**" means the Supplier and all companies, partnership or other business entities controlling, controlled by or under common control with the Supplier; and

"**Statement of Work**" means timetables, phase descriptions and milestones for carrying out the Services, which are included in or attached to the Agreement-

2 The Supplier's Obligations

2.1 General

2.1.1 The Supplier shall perform the Services with due skill and care in a professional manner and in accordance with the Services Specifications and otherwise in accordance with the provisions of the Agreement.

2.1.2 The Supplier shall on an ongoing basis, and otherwise upon request from the Customer during the performance of the Services, inform the Customer of the progress of the work. The Supplier shall, upon the Customer's request, participate in meetings for the review of any performed work and for the detailed planning of future work.

2.1.3 The Supplier shall inform the Customer without delay of any additional work which may be required that is not included within the scope of the Services. The Supplier shall not perform such additional work without the Customer's prior written consent.

2.1.4 The Supplier shall ensure that its undertakings in accordance with the Agreement are performed in a professional and workmanlike manner, with the greatest care and quality, taking into consideration established industry

practice and in accordance with applicable laws and regulations.

2.2 Personnel

2.2.1 The Supplier shall perform its undertakings with appropriate, qualified and skilled personnel. The Customer shall be entitled to require the replacement of a person who is not considered by the Customer to have sufficient and/or correct competence for the performance of the Services, or with whom Customer finds it difficult to cooperate. The Supplier agrees to promptly replace such person at no cost to the Customer.

2.2.2 The Supplier shall not, without the Customer's prior written consent, replace any personnel involved in the performance of the Services. In the event that any such personnel ceases to be available (because of e.g. illness, leave of absence, dismissal), then the Supplier shall give immediate notice thereof to the Customer and, promptly and at no cost to the Customer, replace the relevant person with another person of at least equal competence. The Supplier shall bear all additional costs incurred as a consequence of any such replacement, including but not limited to costs for training and learning time.

2.2.3 If the Supplier's personnel perform any work at the Customer's premises, such personnel shall comply with any instructions, including safety regulations, policies regarding IT system security, hygiene and health policies, procedures and working regulations as applied by the Customer from time to time.

2.2.4 The Customer shall make available office space, office services and equipment (such as photocopiers, fax and Internet connections) as may reasonably be required by the Supplier's personnel for the performance of the Services.

2.3 Subcontractors

The Supplier may not engage subcontractors for the performance of the Services without the Customer's prior written consent. To the extent subcontractors are used, the Supplier is responsible for the subcontractor's work and personnel to the same extent as for its own work and own personnel.

2.4 Information handling and security

The Supplier shall be able to demonstrate a reasonable and suitable level of security regarding information handling owned by or related to the Customer. The Supplier shall be able to specifically demonstrate that any Personally Identifiable Information owned by or related to the Customer is handled in a manner that meets all applicable legal requirements.

3 Service Orders

3.1.1 Service Orders must be placed by the Customer in writing.

3.1.2 Service Orders other than as stated in section 3.1 above shall not be binding for the Customer, unless the Parties have agreed otherwise in the Agreement.

3.1.3 Where the Customer requests, the Supplier shall accept and ensure that Service Orders can be placed electronically in accordance with the Customer's instructions

3.1.4 Each Service Orders shall be subject to the terms and conditions of the Agreement.

4 Management

Each Party shall appoint a contact person who shall be responsible for cooperation in all matters relating to the Services. The Supplier's contact person shall be responsible for the management and supervision of all works relating to the Services, and the Customer's contact person shall liaise with the Supplier in all matters relating to the Services. The contact person shall have authority to make binding decisions and reach binding agreements within the framework of the Agreement. Written notice shall be given to the other Party if the contact person is changed.

5 Modifications

5.1 The Customer may modify the Services at any time. The Supplier is not entitled to refuse the Customer's requests for modification unless the Supplier can demonstrate reasonable cause for such refusal.

5.2 The Supplier shall within five (5) working days from the receipt of a request for modification, inform the Customer in writing on whether the modification is possible to accomplish and the effects thereof, e. g. the time needed to make the modification and any additional compensation requested by the Supplier.

6 Approval of the Deliverables

6.1 The "Agreed Approval Date" is the day upon which the Deliverables shall meet the Specifications as specified in the Agreement. It shall be possible for the Customer to inspect that the Deliverables meet the Specifications during an inspection period of not less than twenty (20) working days prior to the Agreed Approval Date, unless otherwise agreed in the Agreement. In connection therewith the Supplier shall, upon the Customer's request, assist the Customer with establishment of a testing environment, instructions, documentation and other assistance in order for the Customer to be able to perform the inspection.

6.2 The Supplier shall, at the Supplier's expense, promptly and latest within three (3) working days, remedy any defects or shortcomings identified during the inspection period and the Customer shall thereafter be entitled to perform a

new inspection of the Deliverables.

- 6.3 The “Actual Approval Date” is the day upon which
- (a) the Deliverables are approved by the Customer; or
 - (b) the inspection period terminates without any defects or shortcomings being asserted by the Customer; or
 - (c) the Deliverables meet the Specifications after the Supplier has remedied any identified defects or shortcomings and a new inspection has been successfully completed by the Customer.
- 6.4 Deviations from the Specifications which are immaterial to the intended use of the Deliverables and which do not entail any inconvenience for the Customer shall not affect the determination of the Actual Approval Date. The Supplier’s liability for defects or shortcomings following the Actual Approval Date is governed by 12 below.
- 6.5 During any inspection period, the Customer may at its own risk use the Deliverables for the intended purpose. Such use shall not imply any approval of the Deliverables or parts thereof.

7 Delay

- 7.1 Unless otherwise agreed, the Supplier shall be deemed to be in delay where the Actual Approval Date occurs after the Agreed Approval Date.
- 7.2 If it becomes known to the Supplier that a delay will occur or is likely to occur, the Supplier shall immediately notify the Customer in writing, giving details of the cause of the delay and, as far as possible, the date on which such delay can be expected to come to an end.
- 7.3 If the delay, of the whole or part of the Deliverables, is caused by the Supplier or to a circumstance relating to the Supplier, the Customer is entitled to receive liquidated damages (penalty), without prejudice to any other rights and remedies available for the Customer according to applicable law. A penalty in the amount of one (1) per cent of the estimated payment for the Deliverables shall be paid for each commenced week of delay. However, such penalty shall not exceed the estimated payment for the Deliverables. If the delay is of more than one (1) month’s duration, the Customer may terminate the Agreement by written notice and claim compensation for any loss suffered due to the termination.

8 Compensation

8.1 Model for Compensation

The compensation payable for the Services

shall be specified in the Agreement and may be determined either as a fixed price or on a current account basis.

8.2 Fixed Price

8.2.1 If the Agreement specifies a fixed price, such fixed price shall include any and all compensation payable by the Customer. Unless otherwise explicitly provided for in the Agreement, fixed price compensation shall include compensation for any and all costs and expenses incurred by the Supplier in connection with the Services.

8.2.2 Where the Service is performed for a fixed price, the Services shall be invoiced after the Services and final Deliverables are approved, or in accordance with an agreed payment plan. Notwithstanding the content of an agreed payment plan, the Customer may retain twenty (20) per cent of the fixed price, until the Services and final Deliverables are approved.

8.3 Current Account Basis

8.3.1 Where the Services are performed on a current account basis, the Agreement shall be accompanied by a list of costs and expenses for the relevant categories of personnel.

8.3.2 If the Supplier has given an estimate of the total cost of all fees and compensation to be paid by the Customer for the Services, the Supplier may not issue an invoice for fees, costs and expenses that exceed the stated aggregate total amount of such estimated fees, costs and expenses without obtaining prior written approval from the Customer.

8.3.3 Fees shall be specified at fixed daily or hourly rates. The fees shall include overtime, stand-by allowance, allowance for inconvenient working hours, daily allowances and travel expenses to the regular place of work related to the Services. If it is agreed that the Customer shall pay extra for overtime, such overtime may be charged only for overtime requested by the Customer in writing.

8.3.4 No fees shall be payable for travel time to the normal place of work. For travel other than to the normal place of work in connection with the Services that have been approved by the Customer in writing, the Customer shall reimburse the Supplier for itemized travel, accommodation and allowance expenses in accordance with the Customer’s travel compensation rules applicable to its own employees. The Customer shall inform the Supplier and its personnel of these rules.

8.3.5 The Customer shall reimburse the Supplier for itemized disbursements which have been approved by the Customer in writing in advance of the disbursement being made.

8.3.6 Unless otherwise agreed, compensation for the Services on a current account basis shall be made monthly in arrears for work that has been performed, invoiced and reported.

8.4 Taxes

Agreed fees are exclusive of value added tax. All compensation payable by the Customer for the Services shall include compensation for other taxes, social security and similar public duties.

8.5 Invoicing

8.5.1 In order for an invoice to be payable, the Supplier shall in detail specify the nature and scope of the services performed, as well as by whom and during what time the services have been performed.

8.5.2 Within three (3) months following completion of the Services, the Supplier shall submit an invoice to the Customer setting forth all remaining charges referring to the Services. Where the Supplier fails to do so, the Supplier shall forfeit its right to payment for such receivables.

8.5.3 The Supplier is not entitled to charge for invoicing or other similar costs.

8.5.4 If the Customer disputes an invoice and withholds payment, the Supplier may not discontinue the provision of any Services or Deliverables.

8.6 Payment

8.6.1 Payment shall be made no later than the Monday or Thursday subsequent to the passing of sixty (60) days after the Customer has received an invoice in accordance with the terms of the Agreement.

8.6.2 Any overdue payment shall carry interest at the reference rate plus two (2) per cent per annum on the amount of the delayed payment from the due date until payment has been made.

8.6.3 Upon the Customer's request, the Supplier shall accept and ensure that invoicing can take place electronically in accordance with the Customer's instructions.

9 Right of Deliverables and Right of Ownership

9.1 Unless otherwise explicitly agreed, the Customer shall obtain the complete and unlimited ownership, copyright and all other intellectual property rights or other rights as regards the Deliverables and parts thereof. The Supplier hereby transfers and assigns to the Customer the copyright, patent rights and all other intellectual property rights as regards the Deliverables. This includes that the Customer shall be entitled to freely develop, transform,

assign or license the Deliverables or parts thereof to a third party. Unless otherwise agreed, the Supplier is not entitled to use, license or assign the Deliverables or parts thereof. In order to fulfill its obligations under this clause, the Supplier undertakes to ensure that all intellectual property rights that originate from employees or subcontractors are assigned to the Customer.

9.2 The ownership, including copyright, patent rights and other intellectual property rights to all material developed prior to this Agreement belongs to the Supplier. In case any such material are provided to the Customer as part of the Services or Deliverables, the Customer shall be granted a perpetual, non-exclusive, transferable, world wide, royalty free license to use such materiel, with a right to sublicense, adapt and modify such material as it deems necessary.

9.3 The Supplier is entitled to use the general knowledge and skills acquired by performing the Services in future assignments for other clients, provided that the Supplier observes the provisions regarding confidentiality in section 11 below.

10 Infringement

10.1 The Supplier shall defend, fully indemnify and hold the Customer harmless from any costs, expenses, damages and/or losses resulting from a third party claiming that the Customer's use of the Deliverables or other results of the Services performed by the Supplier infringes such third party's rights, provided that the Supplier has been notified without undue delay of such claim and given the authority, information and assistance, at Supplier's expense, to settle the claim and control the defence of such claim.

10.2 If infringement is finally found to have occurred, or if, according to the Supplier's assessment, it is likely that there has been such infringement, the Supplier shall, at its own expense, either ensure the Customer's right to continue to use the Deliverables, or modify the Deliverables to the extent required to ensure non- infringement. If the Supplier does not fulfill this duty within a reasonable period of time, the Customer shall be entitled to a reduction of the price corresponding to the reduced value of the Deliverables resulting from the infringement and to damages. If the infringement causes substantial inconvenience, the Customer shall also be entitled to terminate the Agreement and regain all payments made with deduction of an amount that equals the enjoyment of the Deliverables that the Customer had up until the cancellation.

10.3 The Supplier shall not be liable for infringements of intellectual property rights due to components supplied by the Customer

or due to modifications made by the Customer unless the modifications have been approved by the Supplier or performed in accordance with the Supplier's instructions.

11 Confidentiality

11.1 Each Party undertakes not to disclose the existence of this Agreement, any technical information, financial information, trade secrets, customer lists or other information, which it may from time to time receive or obtain (verbally or in writing or in electronic or other form) as a result of entering into or performing its obligations pursuant to this Agreement or otherwise relating to any of the Parties, which is not in the public domain unless (i) required to do so by law or pursuant to any order of court or other competent authority or tribunal; (ii) required to do so by any applicable stock exchange regulations or the regulations of any other recognised market place; (iii) such disclosure has been consented to by the other Party in writing; or (iv) the information is disclosed to its professional advisers who are bound to such Party by a duty of confidence which applies to any information disclosed. The Supplier shall take appropriate measures to ensure that confidentiality, as set forth above, is observed by personnel, subcontractors and other representatives of the Supplier and shall procure that such persons, upon request from the Customer, sign a confidentiality undertaking in the form provided by the Customer.

11.2 The Supplier is only entitled to use information from the Customer for the performance of the Supplier's obligations under the Agreement. The Customer shall at all times be entitled to engage the third party contractors it deems necessary and may for such purposes disclose all information it has received from the Supplier, subject to ensuring that such third party are made aware of and comply with the confidentiality undertaking in this section 11.

11.3 The duty of confidentiality shall survive the termination or cancellation of this Agreement.

12 Defects

12.1 If there are defects or shortcomings in the Services or Deliverables provided by the Supplier, compared to what has been agreed to in the Agreement and the Specifications, the Supplier shall, after a complaint from the Customer, remedy any such defects or shortcomings without undue delay and at its own expense. If the Supplier does not make corrections without undue delay, the Customer is entitled to a deduction from the compensation of an amount reasonably

corresponding to the reduced value resulting from the defect or shortcoming, or to allow measures to be carried out that are required to remedy the defects or shortcomings, at the expense of the Supplier, without prejudice to any other rights and remedies available to the Customer according to applicable law.

12.2 The Supplier is only liable for defects or shortcomings that the Customer reports to the Supplier within one (1) year after the Services were completed. The Supplier shall not be liable for defects or shortcomings which are immaterial to the intended use of the Services or Deliverables and which do not entail any inconvenience for the Customer.

12.3 In the case of a defect in the Services or Deliverables, the Customer shall be entitled to compensation for any cost, loss or other damage incurred due to the defect to the extent such cost, loss or other damage has not already been compensated under section 12.1.

12.4 Unless expressly set out in this Agreement, neither Party shall be liable for indirect or consequential damage or loss. This limitation of liability shall however not apply in case of gross negligence or wilful misconduct on the part of the Party causing the damage or loss.

13 Force Majeure

If a Party is prevented from fulfilling its commitments in accordance with the Agreement, by circumstances beyond its control that it could not reasonably be expected to have foreseen, and the result of which the Party could not reasonably be expected to have avoided or made alternative arrangements for, including fire, wars, riots, revolutions or sabotage, this shall constitute grounds for exemption involving extension of the time limit for performance or exemption from liability. Any Party, that invokes exemption in accordance with the above, shall immediately notify the other Party hereof in writing. A Party that fails to provide such notification shall not be exempt from liability in accordance with the above. Either Party may terminate the Agreement with immediate effect if performance is delayed by more than six (6) months as a consequence of force majeure.

14 Supplier Code of Conduct and independence

14.1 The Supplier undertakes to maintain and observe an environmental, social and ethical standard and behaviour which fulfils the requirements set forth in Lantmännen's Supplier Code of Conduct, as worded at the time of execution of the Agreement. The

Customer shall inform the Supplier of any changes to Lantmännen's Supplier Code of Conduct and the Supplier undertakes, as soon as possible thereafter, to take any measures which are required in order to fulfil the requirements thereof.

14.2 In the event that the Supplier or any of its subcontractors fails to meet the standards set forth in section 14.1 above, the Customer shall immediately be notified in writing thereof. In such case, the Supplier shall provide the reason for failure to comply with the undertaking and the measures which are planned to rectify such deficiency.

14.3 In the event that a deficiency as set forth in section 14.2 above is not rectified in full within 30 business days from the date on which the deficiency arose, the Customer shall be entitled to cancel the Service Order and terminate the Agreement. In such case, the Customer shall not be obliged to await planned measures in accordance with section 14.2 above, which cannot reasonably be expected to result in complete rectification of the deficiency within ten (10) business days.

14.4 In the event that the Supplier or any of its subcontractors has failed to meet the standards set forth in section 14.1 above (or if there are reasonable grounds to suspect that this is the case), the Supplier undertakes, at Lantmännen's reasonable request, to participate in audits where the Supplier's compliance with the Supplier Code of Conduct shall be monitored. If Lantmännen conducts such an audit, the Supplier shall without undue delay provide the documentation reasonably requested by Lantmännen and otherwise reasonably cooperate in connection thereto. The Supplier shall bear its own costs in connection with any such audit.

14.5 The Supplier shall deliver the Services and fulfil its commitments in accordance with the Agreement without undue influence from any third party and, in connection therewith, shall not receive compensation from any party other than the Customer without the prior consent of the Customer.

15 Insurance

The Supplier shall at its own expense take out and maintain liability insurance that covers its possible liability under the Agreement, including but not limited to liability for damages under 7, 10 and 12 above and with limits of not less than SEK ten (10) millions. The Supplier shall, upon request, provide the Customer with a valid insurance certificate in respect of such insurance.

16 Termination

16.1 The Customer shall be entitled to at any time terminate the Agreement in whole or in part with respect to unperformed parts by giving at least one (1) month prior written notice to the Supplier, whereupon the Supplier shall be entitled to compensation for reasonable work performed up until the day of termination. No additional remuneration or reimbursement shall be payable due to such termination.

16.2 The Customer has the right to allocate persons involved in the Services for other work during the period of notice if the Customer so wishes. In the event the Supplier is able to allocate persons involved in the Services to work for other customers during the period of notice, the Customer shall only make payment for that time during which the Supplier has been without occupation as a result of the notice given by the Customer.

16.3 Each Party may terminate this Agreement with immediate effect if:

- (a) the other Party fails to fulfill its obligations under this Agreement, provided such failure is of material importance to the other Party and the failure has not been cured within 30 days after notice was given by the first Party;
- (b) the other Party has repeatedly failed to fulfill its obligations under this Agreement; or
- (c) the other Party has taken measures to cease payment of its debts, initiated negotiations for a general agreement with its creditors, been subject to an application for bankruptcy proceedings, entered into liquidation or similar.

16.4 The Customer may terminate the Agreement upon written notice with immediate effect:

- (a) in the event of any direct or indirect change of ownership of the Supplier; or
- (b) if all or substantially all of the assets of the Supplier are acquired by any other entity or if the Supplier changes the direction of its business.

16.5 Upon termination of the Agreement (for whatever reason), the Supplier shall furnish to the Customer all Deliverables in its possession, or those of any subcontractor, in the form and state of preparation then existing upon the day on which the Agreement ceases.

17 Trademarks

The Supplier is not entitled to use the Customer's company name, trademark or logotype in advertising or marketing contexts, without having obtained the Customer's prior

written consent.

18 Entire Agreement and Amendments

This Agreement represents the entire understanding and constitutes the whole agreement between the Parties in relation to its subject matter. Any amendments to this Agreement shall be made in writing and duly executed by the Parties.

19 Governing Law and Disputes

- 19.1 This Agreement shall be governed by the UNIDROIT Principles, supplemented when necessary by the law of Sweden. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). 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 or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
- 19.2 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior written consent of the other Party. Notwithstanding this confidentiality undertaking, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights in connection with the dispute, or if obliged to do so pursuant to applicable statute, regulation, authority decision, or stock exchange agreement or similar.
- 19.3 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.
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