

1. APPLICATION

- 1.1 These general terms and conditions apply to all services provided to clients by Advokatfirman RE:FI STHLM AB (“**RE:FI STHLM**”, “**we**”, “**us**” or “**the firm**”) in any matter, assignment or engagement performed by RE:FI STHLM.
- 1.2 RE:FI STHLM and its co-workers are subject to the Swedish Bar Association’s professional and ethical standards, codified in the Swedish Bar Association’s statutes and its code of conduct (the “**Swedish Code of Conduct**”).
- 1.3 These general terms and conditions shall apply to all aspects of a matter, irrespective of whether the matter involves several parts, or we are acting for several entities or individuals or whether separate invoices are issued.
- 1.4 The contract for services is a contract between you and RE:FI STHLM. We accept your engagement as instructions to the firm, and not to a private individual. This applies even if it is your express or implied intention that the work be carried out by a specific person or persons. Except as provided under mandatory law, no other entity or individual than RE:FI STHLM shall have any liability for advice or services provided by RE:FI STHLM (including shareholders, directors, partners, employees or consultants). Furthermore, any legal entity or individual associated with RE:FI STHLM (e.g. a shareholder, a director, a partner, an employee or a consultant) shall have the benefit of these general terms and conditions and any engagement letter.
- 1.5 Subject to clause 14, any amendments to, or deviations from, these general terms and conditions must be agreed in writing.

2. CLIENT IDENTIFICATION, ETC.

- 2.1 According to the Swedish Act on Measures Against Money Laundering and Financing of Terrorism, the firm is required to investigate the identity of our clients and their ownership structure as well as to request information about the nature and objective of the matter in which we are engaged to assist, before our work commence. We may decline or withdraw from the engagement if we have not been provided with adequate information and documentation. Consequently, we may ask you to provide us with, among other things, evidence of your identity and the identity of any other person involved in the matter on your behalf as well as information of the origin of funds and other assets and, in the case of legal entities, detailed information about your ownership structure. In addition, we are required by law to verify such information and may therefore obtain information from independent external sources, e.g. databases. We are further required by law to retain all information and documentation obtained in connection herewith.
- 2.2 We are legally required to disclose suspicions of money laundering or terrorism financing to the relevant financial intelligence authority. We are prevented by law to inform you that we have suspicions or that we have made, or are contemplating to make, disclosures to the financial intelligence authorities. In case of any suspicions of money laundering or terrorism financing, we are obliged to decline or withdraw from the engagement.
- 2.3 We may be required by law to provide information to the tax authorities on the VAT number of our clients and the invoiced amounts. By engaging RE:FI STHLM, you are deemed to have

consented to that we fulfil such reporting obligation. If you would oppose such reporting, we may, according to the Swedish Code of Conduct and these terms and conditions, decline or withdraw from the engagement.

- 2.4 When you instruct us, you also accept that we may process your personal data for the purposes set out in this clause 2. Generally, we will also need to process the personal data of your representatives and beneficial owners for the same purposes. You are responsible for ensuring that any such person accepts such processing. If you wish to obtain information about the personal data that we process, or wish to correct certain personal data, or if you have other questions about our personal data processing, please contact the partner responsible for your matter. For further information we refer to our Privacy Policy, which is available on our website, www.refisthlm.se.
- 2.5 We cannot be held liable for any loss or damage directly or indirectly suffered by you as a consequence of our compliance with the obligations set out in this clause 2 or if we have declined or withdrawn from an engagement because we have been prevented to meet such obligations.

3 SERVICES

- 3.1 The content and scope of our engagement may be set out in a written or oral engagement confirmation. The nature and scope of the engagement can, however, be revised during the course of the engagement, depending on your instructions or the conditions that apply to the matter from time to time.
- 3.2 One of the firm's partners will be mainly responsible for our services in the particular engagement. The responsible partner can be assisted by one or several other lawyers. The composition of the team of lawyers working on the matter may be changed during the course of the matter.
- 3.3 Our services and advice are tailored only to the circumstances, facts and instructions presented to us in the particular engagement. Accordingly, you may not rely on our service or advice in any other matter or for any other purpose than the specific engagement and purpose for which the service or advice was given.
- 3.4 We do not provide tax advice, financial advice, accounting advice or advice on the commercial merits of decisions, investments or transactions. Accordingly, we cannot be held liable for tax, financial, accounting or commercial consequences of the decisions, investments or transactions that you make.
- 3.5 Although we may sometimes inform on a general basis (for example through newsletters or seminars) on the developments within a certain field of law, the advice given in relation to a specific matter is always based on the legal position at the time the advice is given. Unless we have specifically agreed otherwise, we do not undertake to update our advice to take account of subsequent changes in the legal position.
- 3.6 Our services include only advice regarding Swedish law. We may, based on our general experience, express a view on legal issues relating to another jurisdiction than Sweden. Such view is purely intended to give you the benefit of our experience and shall not be construed as constituting advice that you may rely on. Advice relating to the laws of another jurisdiction

must be obtained from lawyers qualified in the relevant jurisdiction. We are always happy to assist you in engaging and/or obtaining legal expertise from the relevant jurisdiction.

- 3.7 If we engage or work together with other advisors or professionals, any such advisor or professional shall be considered to be independent of us. Consequently, we assume no responsibility or liability for advice given or work carried out by other advisors or professionals, for appointing them or recommending them, irrespective of whether they report to you or to us. If you grant us authority to engage on your behalf other advisors or professionals, such authority includes a right for us to accept limitations of liability invoked by such advisors or professionals. We assume no responsibility or liability for fees or expenses incurred by other advisors or professionals.
- 3.8 If we, together with one or several other advisors or professionals, would be liable for the same loss or damage suffered by you, our liability for such loss or damage shall be limited to the proportion which our fee bears to the sum of the fees payable to all advisors and professionals (regardless of whether the other advisors or professionals have excluded or limited their liability or would be unable to pay their part of the total claim).
- 3.9 If we, together with one or several other advisors or professionals, would be jointly and severally liable to you in relation to the same loss or damage suffered by you and another advisor's or professional's liability to you is more limited than our liability, any liability we might have to you shall be reduced by the amount of the contribution we would have been able to recover from that advisor or professional if its liability to you had not been so limited (and regardless of whether that other advisor or professional would have been able to pay the contribution to us).

4 CONFIDENTIALITY AND INSIDER MATTERS

- 4.1 We observe confidentiality in accordance with the Swedish Code of Conduct. In certain cases, we may be obliged by law to disclose information. Furthermore, the Swedish Code of Conduct may in certain cases allow us to disclose information.
- 4.2 Where we agree to carry out a joint engagement for more than one client, we have the right to disclose such information that one of the clients has provided to us to the other clients. In some cases we may also have a professional obligation to disclose such information to the other clients.
- 4.3 If we engage or liaise with other advisors or professionals in the course of an engagement, we may communicate to them all materials and other information which we believe may be relevant to assist them in advising or carrying out other work for you. The same applies to materials and other information that we have obtained as a consequence of the checks carried out by us according to clause 2.
- 4.4 When a particular matter has become publicly known, we may in our publicity material and on our website disclose our involvement in the matter and information about the matter that is already in the public domain. If we have reason to believe that you may be concerned about our disclosure of such information, we will seek your permission before such disclosure is made.

- 4.5 If the matter in question would involve information that requires an insider list being maintained according to market abuse law of equivalent laws and regulations and you wish us to maintain such list, we expect you to expressly request us to do so.
- 4.6 If we have maintained an insider list, a copy of the list may at your request be provided to you, provided that you make such request not later than within five years and one day after the list was prepared or dated. You are required to keep the list confidential and to use it only in order to comply with applicable law.
- 4.7 Advisors are under a legal obligation, under Council Directive (EU) 2018/822 (“DAC6”) and national legislation implementing DAC6, to report certain information about cross-border arrangements to the relevant authorities. In accordance with the Swedish Code of Conduct and Section 11 we confirm that all information provided by you or that we become aware of in connection with our engagement is protected by our duty of confidentiality and that we therefore are prohibited from carrying out this reporting obligation unless you expressly instruct us to do so. Our duty of confidentiality prevents us from informing your other potential advisors of their duty to report and you are responsible for ensuring that any applicable cross border arrangements are reported by you or your other advisors to the relevant authorities.

5 ELECTRONIC COMMUNICATION

Unless otherwise requested by you, our communication with you and other parties involved in a matter will mainly be by way of e-mail. Electronic communication involves security and confidentiality risks for which we cannot accept any responsibility. Furthermore, e-mails are susceptible to data corruption, interception, unauthorized amendment, tampering and viruses, and we only accept to send and receive e-mails on the basis that we are not liable for any such corruption, interception, amendment, tampering or viruses or any consequences thereof. Further, there is a risk that spam and virus filters, firewalls and other security arrangements reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone.

6 INTELLECTUAL PROPERTY RIGHTS

The copyright and other intellectual property rights in work products that we generate for you vest in us although you have the right to use such work products for the purposes for which they were provided. Unless agreed otherwise, no document or other work product generated by us may be generally circulated or used for marketing purposes.

7 DOCUMENT RETENTION

- 7.1 After the conclusion or termination of an engagement, we will keep (or store with a third party) essentially all documents and work products accumulated or generated in a matter, whether on paper or electronically, for a period of time which we deem to be adequate for that particular type of engagement, however under no circumstances for a period of time shorter than that required by law or under the Swedish Code of Conduct.
- 7.2 Since we are under an obligation to retain essentially all documents and work products accumulated or generated in the matter, we will not be able to meet a request by you to return (without making and keeping a copy) or destroy a document or work product in advance of the expiration of the retention period.

- 7.3 Unless otherwise agreed, we are not required to store your original documents. Consequently, at the conclusion or termination of an engagement, we may send all original documents to you. We may keep a copy of such documents.

8 FEES AND EXPENSES

- 8.1 Our services are charged in accordance with the Swedish Code of Conduct. Our fees are normally determined on the basis of a number of factors such as, *inter alia*, time spent by the lawyers on the matter; the type and complexity of the matter; time constraints; the amounts involved; the knowledge, skills, experience and resources required; the risks (if any) assumed by the firm; and the result achieved through our work.
- 8.2 At your request, we will at the outset of an engagement provide you with an estimate of our fees and may also agree upon another fee arrangement. Our fee estimates or other fee arrangements are based on information available to us at the time given and cannot be regarded as a fixed quote, unless explicitly agreed. We may revisit our estimate or other fee arrangement if we have reason to believe that it is no longer accurate.
- 8.3 Furthermore, we will charge for reasonable costs and expenses incurred by us in connection with the engagement, such as costs for courier and travelling, fees of other advisors and professionals, registration fees, registry/database searches, catering and other similar costs.
- 8.4 Our fees and expenses are exclusive of value added tax, which will be charged where we are required to charge such tax. VAT will be charged to clients domiciled in the European Union unless a VAT number is provided at request.
- 8.5 In case our fees are based on hourly rates, such hourly rates are subject to yearly adjustment effective as from 1 January each year. Unless otherwise agreed, these adjustments will apply on the assignment.

9 INVOICING AND PAYMENTS

- 9.1 Unless otherwise agreed, we will normally invoice you upon completion of the relevant matter, however in the event of any matters with a duration in excess of three (3) months, we reserve the right to invoice fees incurred on a quarterly basis.
- 9.2 In certain cases, we may request an advance payment. Such payment will be used to settle future invoices. The final total amount of our fees and expenses for the engagement may be more or less than the amount of the advance payment.
- 9.3 We may in certain cases issue a preliminary invoice (on account) for our fees. In such cases, the final invoice will set out the total amount from which the amount in the preliminary invoice will be deducted.
- 9.4 Each invoice sets out its due date, normally 15 days from the date of the invoice. If an invoice is not paid, interest on the balance owing will be charged at the statutory rate applicable from the due date until receipt of payment.
- 9.5 Unless otherwise specifically requested and agreed, our invoices will specify separately each matter we handle for you and contain a brief narrative of the tasks performed and any expenses incurred.

- 9.6 If our fees and expenses are to be financed by making use of a legal costs and expenses insurance, you must still pay our fees and expenses to the extent they exceed whatever is paid out under the insurance.
- 9.7 If you ask us to address an invoice to someone else, we may accommodate your request only (i) if it is evident that the arrangement will not violate any laws or the Swedish Code of Conduct, (ii) if the identity and other circumstances set out in clause 2 have been verified in respect of the addressee and (iii) provided that you, on demand, will promptly pay any amounts which have not been paid by such other addressee on the due date. No client relationship between such addressee and us is assumed. As a matter of policy and as per the applicable rules pertaining to correct VAT treatment, we are obliged to invoice our client and are typically not in position to invoice our client's client or state that the invoice is payable by someone else but our client.

10 TERMINATION OF ENGAGEMENTS

- 10.1 You may terminate our engagement at any time by requesting in writing that we cease acting for you. If you do so, you must still pay our fees for services provided and the expenses incurred by us prior to and including the date of termination.
- 10.2 Law and the Swedish Code of Conduct may set out circumstances that allow or require us to decline or withdraw from an engagement (please see clause 2 for further information). Among other things, this may be the case in the event of inadequate client identification, suspicions of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions or when confidence and trust no longer exist between us. If we decide to terminate our engagement, you must still pay our fees for services provided and expenses incurred prior to the date of termination.
- 10.3 Generally, our engagement will end when we have fulfilled your instructions in relation to that engagement.

11 COMPLAINTS AND CLAIMS

- 11.1 We are committed to ensuring that you are satisfied with our services and that we meet your expectations. If, for any reason, you are dissatisfied with our services and wish to submit a complaint or claim, you should notify the RE:FI STHLM partner responsible for the relevant matter as soon as possible after you became aware of the circumstances giving rise to the complaint or claim. You may also contact us at info@refisthlm.se. At your request, a partner that has not been involved in your matter will investigate your complaint and attempt to answer any questions you may have.
- 11.2 Any claim shall be submitted in writing to info@refisthlm.se or to the RE:FI STHLM partner responsible for the relevant matter no later than 60 days from when you should have become aware of the circumstances giving rise to the claim. We accept no liability for any claim made after the expiry of such 60-day period or later than 365 days after (i) the date of our last invoice for the engagement to which the claim refers or (ii) any earlier date per which you should have realized that our work in relation to the engagement to which the claim refers had been completed.
- 11.3 If your claim is based on a claim against you by an authority or other third party, we, or our insurers, shall be entitled to meet, settle and compromise such claim on your behalf, provided

that – taking into consideration the limitations of liability in these general terms and conditions and, if any, the engagement letter – you are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such claim without our consent, we will not accept any liability for such claim.

- 11.4 If you are reimbursed by us or our insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.
- 11.5 In addition to what is set out in clause 11.1 above, clients who are consumers may, under certain conditions, apply to the Swedish Bar Association's Consumer Dispute Committee to rule on disputes regarding fees or other financial claims against us. For more information, please refer to www.advokatsamfundet.se/konsumenttvistnamnden.

12 LIMITATION OF LIABILITY

- 12.1 Our liability for any loss or damage suffered by you as a result of negligence or other breach of contract on our part shall in respect of each engagement be limited to 50 million Swedish kronor, or if our fees in the relevant engagement are less than 1 million Swedish kronor, to 5 million Swedish kronor. Notwithstanding the foregoing, our liability for any claim brought in the North Americas or that relates to loss of documents shall be limited to the amount which is paid out under our professional indemnity insurance policy in respect of the claim concerned.
- 12.2 Our liability for a loss or damage shall be reduced by any amount which may be obtained by you 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 the agreement with such insurance provider or other third party or your rights against such insurance provider or other third party will be prejudiced thereby.
- 12.3 We disclaim any and all liability for any indirect or consequential loss incurred or sustained by you (including loss of profit or synergies). Nor do we accept any liability for losses determined by the application of any earnings multiple or similar methodology for determining the value of any business, asset or legal entity.
- 12.4 If you are reimbursed by us or our insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.
- 12.5 We shall not be liable for any loss or damage suffered as a result of the use by you of our work products or advice in any other context or for any other purpose than for which it was given. Except as provided in clause 12.6 below, we shall not have any liability for a loss or damage suffered by any third party through the use by you of our work products or advice.
- 12.6 If we, at your request, agree that a third party may rely on our work products or advice, this will not increase or otherwise affect our liability, and we will only be liable to such third party to the extent we would have been liable to you. Any amount payable to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such third party is assumed. The aforesaid applies also if, at your request, we issue certificates, opinions or the like to a third party.
- 12.7 We will not assume any liability for any loss or damage suffered by means of tax being imposed or the risk of tax being imposed on you as a result of our services.

- 12.8 We shall not be liable for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and whose consequences we could not reasonably have avoided or overcome.

13 PROFESSIONAL LIABILITY INSURANCE

We maintain professional liability insurance in addition to the Swedish Bar Association's compulsory liability insurance. We are not obliged to disclose the amount of the insurance cover.

14 AMENDMENTS AND PREVAILING TERMS

- 14.1 We may amend these general terms and conditions from time to time. The current version is published on our website www.refisthlm.se. Amendments will become effective only in relation to matters initiated after the amended version was posted on our website.
- 14.2 In case an engagement letter has been sent to you in respect of a particular engagement, the terms in the letter shall prevail if and to the extent there is any inconsistency between these general terms and conditions and the terms set out in such engagement letter.

15 GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 These general terms and conditions (including the arbitration clause in 15.2) and, if any, the engagement letter, our engagement, our services and our advice shall be governed by and construed in accordance with substantive Swedish law.
- 15.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any engagement letter, our engagement, our services and our advice shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English unless we agree with you to use Swedish.
- 15.3 Arbitral proceedings initiated with reference to clause 15.2 and 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, may not, in any form, be disclosed to a third party without the express consent of the other party. A party shall, however, not be prevented from disclosing such information in order to preserve its rights versus the other party or if the party is required to so disclose pursuant to law or other applicable mandatory regulations.
- 15.4 Notwithstanding clause 15.2, we shall be entitled to commence proceedings for the payment of any amount due to us in any court with jurisdiction over you or any of your assets.