

GENERAL TERMS AND CONDITIONS FOR ASSIGNMENTS PERFORMED BY TRÄGÅRDH ADVOKATBYRÅ

These General Terms and Conditions apply to all assignments that Trägårdh Advokatbyrå AB ('the Law Firm') performs for its clients. The Swedish Bar Association's Code of Professional Conduct also applies to such assignments. Any deviation from these General Terms and Conditions agreed in a letter of engagement shall prevail.

Instructions

In connection with the performance of the Law Firm's assignments, it is presumed that executives and employees of the client have the authority and power to issue the instructions that the Law Firm receives and that instructions concerning the assignments may be given verbally. This applies unless the client states otherwise.

The Law Firm's client

Where the Law Firm acts for a company or other legal entity, the company or the legal entity is the Law Firm's client and not its employees, representatives, shareholders, partners or other persons in a similar position. In such case, the Law Firm's professional liability for the assignment applies only to the benefit of the company or the legal entity, not in relation to individuals.

Personal data, etc.

The Law Firm is the controller for the personal data of contacts that the Law Firm receives in connection with assignments or that is otherwise processed when an assignment is prepared or administered. You are under no obligation to disclose personal data to the Law Firm. However, unless you do so, the Law Firm is unable to accept an assignment as the Law Firm cannot carry out the necessary disqualification and money laundering checks.

The Law Firm processes data to carry out compulsory disqualification and (where appropriate) money laundering checks, to execute and administer the assignment, to safeguard your interests and for accounting and invoicing purposes. This data is processed on the basis that the processing is necessary to perform the assignment and to permit the Law Firm to fulfil its legal obligations.

The data may also be used for in-house business and method development, market analysis, statistics and risk management. Data that is processed in order to develop and analyse operations is processed on the basis of the Law Firm's justified interest in developing its operations.

Personal data may be transferred to law firms that work in partnership with the Law Firm in order to carry out disqualification and money laundering checks, for exchange of information and knowledge and for resource allocation. The Law Firm will not disclose personal data to third parties except where (i) this has been specifically agreed between the Law Firm and you, (ii) this is necessary, within the framework of a certain assignment, to safeguard your rights,

(iii) this is necessary to permit the Law Firm to perform a statutory obligation or comply with a public authority decision or court decision, or (iv) the Law Firm engages third party service providers that carry out assignments on our behalf. Data may be disclosed to courts, public authorities, opposite parties and their counsel if it is necessary to safeguard your rights.

Personal data is saved, in accordance with the Swedish Bar Association's Code of Professional Conduct, for a period of ten years from the date on which a case is concluded, or for longer, depending on the nature of the case. The same applies to data processed for the internal development, analysis and marketing of the Law Firm's operations.

You are entitled to request, at no charge, information from the Law Firm on the use of the personal data concerning you. Following your request or on its own initiative, the Law Firm will rectify or erase data that is incorrect or restrict the processing of such data. You are also entitled to request that your data should not be processed for direct marketing purposes. You are also entitled to receive your personal data in a machine-readable format or, where technically feasible, to have the data transferred to a third party designated by you. If you are dissatisfied with the Law Firm's processing of your data, you may submit a complaint to a supervisory authority. In Sweden, this is the Swedish Data Protection Authority (Datainspektionen) (www.datainspektionen.se). You may also contact the supervisory authority in the country in which you live or work.

If data is transferred to a third country, for which there must be legal support under Articles 44–50 of the GDPR, information must be provided on the countries to which it is transferred, as well as a link to Privacy Shield or other regulations that guarantee protection of the personal data.

Contact us at info@tragardh.se or the address below if you have any questions concerning our processing of personal data.

The controller is Trägårdh Advokatbyrå AB, corporate identity no. 556646–5786, Neptunigatan 42, Box 345, 201 23 Malmö, Sweden, tel. +46 (0)40-665 56 00, www.tragardh.se, info@tragardh.se.

Duty of confidentiality

The Law Firm is subject to a duty of confidentiality in relation to information received about its client and the client's affairs in connection with the performance of assignments.

If the client agrees that the Law Firm, within the framework of an assignment, may work with other advisers or experts, the Law Firm is entitled to provide them with information that is considered to be relevant to their ability to give advice or perform their services adequately.

Conflict of interest

Before the Law Firm accepts a new assignment from a client, it is important to examine whether there is a conflict of interest or any other impediment under the rules established by the Swedish Bar Association. Such checks will also be made while work is in progress if new circumstances emerge.

If, as a consequence of a conflict of interest or any other matter that means that, under the rules of Good Advocate Conduct, the Law Firm is unable to continue work it has commenced or is forced to withdraw from such work, the Law Firm is still entitled to compensation for the work performed and costs incurred up to that point.

If, on account of a conflict of interest, the Law Firm is prevented from accepting a certain assignment for a client, this is not normally an impediment to accepting other assignments for the same client.

General principles of fees and cost estimates

Under the rules established by the Swedish Bar Association, the Law Firm's fees may be based on time worked, results and the complexity of the matter, among other things. The Law Firm's fees will primarily be based on time worked, i.e. the volume of work actually performed for the client. The Law Firm's hourly fees vary according to the expertise of the lawyers and, where relevant, the assistants involved.

While work is being performed, the Law Firm's hourly fees may be subject to review and adjustment. The hourly fees are normally reviewed and adjusted at the beginning of each calendar year.

Any estimates of the total cost of an assignment must not be seen as a fee limit unless the Law Firm has explicitly stated otherwise. If it turns out that the total cost exceeds an estimate provided, the Law Firm will inform the client as soon as possible. Circumstances that may lead to increasing costs of an assignment include:

- delays beyond the control of the Law Firm;
- inadequate or unclear instructions;
- negotiations with third parties;
- unusual elements for the type of assignment;
- the degree of involvement of the Law Firm in the production and processing of information; and
- changes in the agreed form of documentation.

Unless stated explicitly otherwise, all fee estimates exclude VAT and any disbursements by the Law Firm.

If a matter is decided in legal proceedings and the Law Firm's work corresponds to a fee higher than that awarded to the client in the legal proceedings, the Law Firm reserves the right to invoice the client for the higher amount.

Invoicing

The Law Firm is entitled to charge the client a fee plus VAT monthly or on-account fee amounts. A request for an advance payment of a certain amount does not constitute an estimate or a limitation of the final fee for the assignment.

Payment must be made within 15 days from the date of the invoice. If payment is delayed, interest will be charged as set out in the Swedish Interest Act (1975:635).

Disbursements

Any disbursements and costs incurred by the Law Firm in connection with the performance of an assignment, including conference calls, couriers and travel, etc., will be charged to the client.

Unless the client provides specific instructions for travel arrangements, the Law Firm's employees travel in the manner that is considered to be most cost-efficient.

When the client engages the Law Firm and unless the client states otherwise, the client gives the Law Firm the right to take the measures that the Law Firm considers to be necessary or desirable to perform the assignment in the best possible way, for example to engage other Swedish or foreign advisers and experts at the expense of the client. In this case, the Law Firm reserves the right to invoice for disbursements, for example for obtaining expert opinions, and costs in connection with these disbursements arising.

The Law Firm charges separately for translation. The Law Firm can provide an estimate of the cost in advance, if required.

Costs for foreign legal advice and other advisers appointed or instructed at the expense of a client are invoiced separately. The Law Firm accepts no liability for the payment of costs for foreign legal advice or other advisers, unless stated otherwise.

Advance payment

The Law Firm reserves the right to demand advance payment. Such funds will be held in a client account belonging to the Law Firm and will be set off against invoices and/or other costs incurred in connection with the performance of the client's assignment.

Staffing

Unless the client provides specific instructions for the staffing of an assignment, each assignment will be staffed as the Law Firm considers to be most expedient and cost-efficient, according to the nature of the assignment.

Legal protection

If the client's assignment concerns a dispute, any legal protection (Sw: rättskydd) may, under certain circumstances and to a certain extent, cover the client's and the other party's costs. In addition to the client's obligation to pay an excess, the right to insurance compensation is limited in certain ways, for example in terms of hourly fee and by a maximum amount. Consequently, such insurance compensation does not cover all costs.

The Law Firm is not bound by the standard compensation specified in the terms of the insurance. The client is also liable to pay the Law Firm for any hourly fee that exceeds the standard compensation and for any invoice amounts that exceed the maximum amount.

The Law Firm is entitled to request fees and other payment for the assignment continually, directly from the client, even if legal protection or equivalent financing/protection is used. The Law Firm's terms and conditions for ongoing invoicing and on-account payments as stated above therefore also apply in cases in which the client is awarded legal protection compensation.

Clients intending to make use of legal protection must notify the Law Firm of this when instructing the Law Firm about the assignment.

Advice

The Law Firm's advice is adapted to the circumstances of each assignment and to the instructions provided by the client.

The client may only rely on information presented in final versions of documents sent by the Law Firm. Consequently, draft versions only represent preliminary assessments.

The Law Firm's advice is based on existing Swedish law. No advice is provided directly by the Law Firm on matters or conditions in foreign law.

The Law Firm's advice does not include financial, business, accounting or fiscal aspects related to the assignment.

Third parties; intellectual property rights

The advice the Law Firm gives a client is only given to the client within the framework of the specific assignment. Consequently, no one else is entitled to rely on the advice or become acquainted with it.

Within its organisation and in connection with issues to which the assignment relates, the client is entitled to distribute copies of advice and other material created by the Law Firm. If a client intends to distribute copies of the Law Firm's material outside its organisation, it must first obtain the Law Firm's written consent.

Obligations concerning money laundering, etc.

To meet the obligations incumbent on the Law Firm under mandatory Swedish legislation concerning money laundering, etc., the Law Firm reserves the right to obtain information on the identity and ownership structure of the client. For the same reason, the Law Firm may require information concerning transactions that the client intends to make. The Law Firm may, therefore, ask for identity documents relating to the client and, if the client is a legal entity, the physical persons who have ultimate control over the client, plus documentation showing the origin of funds and other assets that are used in connection with or are the object of a transaction or assignment.

The Law Firm has a statutory obligation to continually follow up on information received.

If the Law Firm does not receive the information requested from the client, this may impede the Law Firm's ability to accept the assignment for the client and, if an assignment has already been accepted, the Law Firm may need to withdraw from the assignment.

The Law Firm has a statutory obligation to report suspicions of money laundering and financing of terrorism to the Swedish Economic Crime Authority. The Law Firm is prohibited by law from informing the client that such suspicions exist or that it is considering reporting the client to the Swedish Economic Crime Authority or that a report has been made. If it has such suspicions, the Law Firm is also under an obligation to refuse or withdraw from the assignment. The Law Firm may not be held liable for any damage or loss caused to the client directly or indirectly as

a consequence of the performance of the obligations incumbent on the Law Firm in these respects.

The Law Firm is also under a statutory obligation, when accepting an assignment from a client that is a trader in another EU Member State, to obtain and report to the Swedish Tax Agency the client's VAT number in its periodical return showing services that the Law Firm sells the client without VAT within the EU VAT area.

The VAT number is a number that is unique to the client. Consequently, the client's identity is disclosed to the Swedish Tax Agency. If the client opposes the release of such information, the Law Firm may need to refuse to perform the assignment.

Communication online

In connection with the performance of the Law Firm's assignments, communication with the client, opposite party and others may be by email and/or by other electronic methods online. The Law Firm will, of course, take reasonable measures to ensure that the Law Firm's messages, advice and/or other correspondence reach the client, the opposite party or others securely. However, there is no guarantee of security for electronic transfer of information, which may mean that information may be accessed by a third party, be corrupted, be lost, arrive late or incomplete, or in some other way be noticeably changed as a result of the transfer or insecure to use. Consequently, the Law Firm cannot be held liable for any damage or loss the client suffers as a result of communication having taken place electronically.

Reliability of information and registers

In connection with the performance of assignments, the Law Firm may rely on or provide the client with information obtained from third parties (for example experts or witnesses) or from public registers and/or documents. Such information is not always correct or complete.

The client is made aware, via these Terms and Conditions, that all documents or forms that the Law Firm and/or Swedish or foreign advisers prepare on behalf of the client depend on the Law Firm receiving correct, complete information and documents from the client or from those who supply them on behalf of the client.

The client confirms, via this contract, that all documents, forms and applications that the Law Firm supplies to the client (or any other party on behalf of the client) will be examined by the client in order to ensure that the information is correct and that no information of importance has been omitted or is otherwise missing.

Limitation of liability

The Law Firm is liable for damage or loss suffered by the client only if it was caused by the Law Firm by error or omission in connection with the performance of the assignment.

The Law Firm accepts no liability for damage or loss, whether direct or indirect, that arises as a consequence of information supplied by the client or on behalf of the client turning out to be incorrect.

The Law Firm accepts no liability for any damage or loss caused by any action, omission or advice by another adviser in relation to the client.

The fact that the client has accepted that another adviser has limited its liability does not result in the Law Firm's liability increasing.

The Law Firm's liability for all damage or loss is limited to the sum insured in the Law Firm's liability insurance in force from time to time. The Law Firm maintains liability insurance in addition to the Swedish Bar Association's mandatory liability insurance.

The client is under an obligation to limit any damage or loss. The Law Firm's liability must, therefore, be reduced by any amount the client can receive from insurance it has taken out or for which the client is otherwise the beneficiary.

Even if the Law Firm has estimated the outcome of a matter, the Law Firm accepts no liability if this outcome cannot be achieved.

Marketing

The Law Firm may, for the purpose of marketing, ask whether the client agrees to the Law Firm publishing information to the effect that the Law Firm has represented the client, along with a brief description of the nature of the assignment. The client is always entitled to refuse such marketing.

If an assignment enters the public domain, the Law Firm may, on the Law Firm's website or in other marketing, publish brief information about the Law Firm's involvement in the assignment and any other public domain information attributable to this assignment.

Transfer

None of the rights and obligations that the client has under this contract (or any other agreement between the Law Firm and the client) may be transferred.

Termination of the assignment

At any time, the client is entitled to give notice to terminate the contractual relationship with the Law Firm for the assignment. In such event, the client will be charged for the work performed up to the time at which the assignment was terminated.

The contractual relationship may also be terminated by the Law Firm under certain circumstances. This may be the case, for example, if the Law Firm does not receive the necessary information from the client to perform the assignment, or if the client fails to pay invoices or the advance payment requested. The assignment may also be terminated if there is a serious breach of trust between the Law Firm and the client. Finally, the assignment may be terminated if the Law Firm considers that it would violate mandatory law or rules established by the Swedish Bar Association to continue the assignment.

If the assignment is terminated, the client must pay all fees, costs and disbursements up to the time of termination of the assignment. Payment must also be made for the costs incurred by the Law Firm for forwarding material and documents to another adviser.

After the termination of the assignment, the Law Firm is not under any obligation to give the client further advice concerning amendments of the law in matters that are related to or that may be assumed to affect the object of the previous assignment.

Title to and retention of material

The title to all material that the Law Firm produces in connection with the performance of an assignment accrues to the Law Firm. This continues to apply after the assignment has been completed.

After an assignment has been completed or terminated in any other way, the Law Firm will, unless agreed otherwise, return all original documents and the material that the client supplied to the Law Firm for the performance of the assignment. This includes, for example, any original contracts and signed reports.

The Law Firm will retain or store at a third party all relevant copies of documents generated in an assignment in hard copy or electronic form. These documents are archived for the period the Law Firm considers to be appropriate in respect of the nature of the assignment and for at least the period demanded by the law or Good Advocate Conduct.

Use of the Law Firm's name

The client undertakes not to use the Law Firm's name or business name in any context without the Law Firm's prior written consent.

Governing law and jurisdiction

These Terms and Conditions and the assignments that the Law Firm has from the client (together known as the 'Contract') are governed by Swedish substantive law without the application of any governing law rules.

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 (Stockholms Handelskammars Skiljedomsinstitut (SCC)).

The Rules for Expedited Arbitration 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 arbitration proceedings must take place in Malmö, Sweden. The language for the arbitration proceedings must be Swedish.

Arbitration proceedings that are held with reference to this arbitration clause are subject to a duty of confidentiality for both parties. The duty of confidentiality covers all information that emerges in connection with the proceedings, including decisions and the final judgment. Information that is subject to the duty of confidentiality may not, under any circumstances, be disclosed to any third party without the prior written consent of the opposite party. Nothing stated in this clause must prevent either party from disclosing information in order to defend their interests in connection with the dispute. Nor does the duty of confidentiality apply if disclosure is required

in a law, ordinance, court order, public authority decision, contract with a stock exchange or similar.

Notwithstanding the provisions in these General Terms and Conditions, claims concerning fees and disbursements may be examined by the Swedish Enforcement Authority or a public court, in which connection Malmö City Court is the competent court.

Notwithstanding the provisions in these General Terms and Conditions, a client who is a consumer, has a claim in connection with legal services and has tried to reach a solution in consensus with the lawyer may contact the Swedish Bar Association's Consumer Disputes Committee. In this context, a consumer is a natural person who is acting for purposes that are not classified as business or professional activities.

The Consumer Disputes Committee has the following contact details: Postal address: Box 27321, 102 54 Stockholm, Sweden

Email: konsumenttvistnamnden@advokatsamfundet.se

Website:

www.advokatsamfundet.se/konsumenttvistnamnden

Acceptance of General Terms and Conditions for assignments

When the Law Firm is engaged, the client is considered to have accepted these Terms and Conditions.