

ÅSTENIUS ADVOKATBYRÅ AB

www.asteniusadvokat.se

These general terms apply, together with the Swedish Bar Association Code of Conduct, to all services provided by Åstenius Advokatbyrå AB (the “Law Firm”) to clients, unless otherwise agreed in writing. The Swedish version applies to clients domiciled in Sweden and the English version applies to clients domiciled outside Sweden

1. Assignments

Assignments are agreements with the Law Firm and not with any individual associated with the Law Firm. Assignment are carried out by, or on behalf of, the Law Firm. Its owners and all persons working for or engaged by the Law Firm are covered by these general terms and no such person has any personal liability, unless follows from applicable mandatory Swedish law.

All aspects of a matter (such as a dispute) shall be considered as one assignment, irrespective if it includes (for example) more than one legal and/or natural person, several areas of law, several instructions, separate invoices, or the Law Firm represents more than one legal and/or natural person.

The Law Firm may be prevented to act if there is a conflict of interest. The Law Firm will check whether there is a conflict of interest according to the code of conduct of the Swedish Bar Association before an assignment is accepted. Notwithstanding such check, circumstances may later show or arise that prevent the Law Firm from acting and require the Law Firm to resign from an assignment.

2. Client identification and information to authorities and banks etc.

The Law Firm is, in relation to certain matters, required to ascertain the client's identity and ownership as well as to obtain information about the nature and purpose of the matter before the work is commenced. Such control may be made in relation to all matters. The Law Firm may therefore require, among other things, identification for the client and any person involved in the matter on behalf of the client and, in relation to legal entities, the individuals having the ultimate control over them (beneficial owners) together with information and documentation evidencing the origin of funds and other assets as well as the purpose and nature of the matter. The Law Firm may also require information and documentation during an assignment. Information provided to the Law Firm may be verified through information from external sources. The Law Firm will retain information and documentation provided to, or collected by the Law Firm, in connection with these controls.

The Law Firm is legally required to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit. The Law Firm is prevented from informing clients of suspicions or that a report has, or may be, made. In case of suspicions of money laundering or financing of terrorism, the Law Firm is required to decline or cease to act in an assignment. This also applies in case the Law Firm does not receive required information or documentation, or it is not satisfactory.

In certain situations, the Law Firm is required to provide information about a client's VAT number and the value of services performed. By retaining the Law Firm, clients consent to that the Law Firm provides such information according to applicable rules to the tax authorities. Clients

also consent to that the Law Firm, according to applicable rules, provides information about the client to its bank where the Law Firm holds client funds.

3. Personal data

The Law Firm is controller of personal data provided by or obtained from clients and others. For information about how the Law Firm processes personal data, see Privacy Notice at www.asteniusadvokat.se.

4. Advice and matter management

The Law Firm's advice is tailored to the circumstances in the specific matter, the facts presented to us and the client's instructions. The advice may therefore not be relied on by any other than the client and not used for any other purpose or matter than for which it was provided. Advice and matter management are based on Swedish law as is at the time the advice is given or a certain measure is taken. Unless otherwise agreed in writing, the Law Firm does not undertake to update advice or take any other measure to take account of subsequent changes in the law. The Law Firm may share its view on non-legal matters but does not accept liability for any potential consequences thereof. The Law Firm's advice does not include tax or potential tax consequences. The advice is further not a guarantee for a specific outcome and shall never be understood as such.

Subject to prior agreement, the Law Firm may assist in obtaining advice from other jurisdictions and experts within other fields, such as financial and technical. Unless otherwise agreed in writing, third parties will be retained by the client and be considered independent from the Law Firm. The Law Firm assumes no liability for recommending a third party, their fees and costs, or their advice and information, irrespective if the advice is addressed to the Law Firm or directly to the client. When cooperating with a third party, the Law Firm is entitled to provide the third party with such information and documentation about the client and the matter that may be assumed that the third party needs (including such information possessed due to the controls pursuant to Section 2, above).

The Law Firm communicates primarily electronically and by e-mail if not otherwise agreed in writing. The Law Firm assumes no liability for potential risks connected therewith. In some cases, our security systems may reject e-mails and clients are therefore recommended to follow up important e-mails over the phone.

After conclusion of a matter the Law Firm keeps (or stores at a third party) all relevant documentation and other relevant work products generated in the matter, on paper and electronically, for a time period considered adequate for the particular matter, however not shorter than the requirements under the rules of the Swedish Bar Association.

5. Fees, costs and expenses insurance etc.

The Law Firm's fees shall accord with the rules of the Swedish Bar Association. This means that, unless otherwise agreed in writing, the fees are based on several

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factors such as time spent, time constraints, nature, complexity and importance of the matter, skill required, and result achieved.

In addition to fees, disbursements for travel and other expenses may be charged. The Law Firm is not under obligation to pay expenses on behalf of the client and is entitled to obtain advance payment or forward the relevant invoice to the client for payment.

All fees are exclusive of value added tax, which will be charged on fees and expenses if required.

The Law Firm invoices monthly by sending an invoice by post or e-mail addressed to the client. Invoices are due 15 days from the date of the invoice. In the event of delayed payment, interest will be charged pursuant to law.

The Law Firm is entitled to request advance payment before accepting any matter or commencing or continuing work. Advance payment will be used to settle future invoices. Our total compensation may be higher or lower than the advance payment. The Law Firm may also issue a preliminary invoice (*Swe. a conto*), payment of which will reduce payment of the total fee pursuant to the final invoice.

The Law Firm's right to fees, other payments, and to invoice etc. according to the above, is not affected by any potential expenses insurance or any other insurance of the client. This means, among other things, that the fees are not limited to a certain hourly rate, maximum amount or any decision of the insurance company.

6. Limitation of liability etc.

The Law Firm is liable for damage caused to its client due to negligence (*Swe. försummelse*) on part of the Law Firm in performing its undertakings to the client. The Law Firm's liability is limited to five times the fee for the assignment or one million euros, whichever is higher. The limitation applies also to multiple instances of loss or damage that have been caused by a single act or omission or the same type of act or omission.

The Law Firm's liability is further limited to the actual damage incurred by client. This means, among other things, that the liability shall be reduced by all sums that may be obtained by the client under any insurance, agreement, indemnification, unless contrary to the terms thereof.

In case another advisor's liability towards the client is more limited than the Law Firm's, any liability for the Law Firm shall be reduced by the compensation the Law Firm could have been awarded from such advisor, should its liability not have been limited.

The Law Firm is not liable for use of advice or documents in relation to third parties, or for any third party's use of advice or documents from the Law Firm.

The Law Firm is not liable for damage caused by the Law Firm complying with law or other rules applicable to its business.

Claims against the Law Firm shall be made as soon as the client (which includes its employees and representatives) has become aware of the circumstances on which the claim is based. To be valid a claim must be made no later than the later of twelve months (i) from the date of the last invoice for the assignment at hand and (ii) the date when the client (which includes its employees and representatives) has become aware, or after reasonable investigations should have become aware, of the circumstances on which the claim is based.

The limitation of liability applies also in relation to each of the persons that have been working on behalf of the Law Firm.

If the Law Firm, or its insurance company, pays compensation for any claim, the client shall transfer the right of recourse by way of assignment or subrogation to the Law Firm or its insurance company.

Any other liability, and other remedies than compensation for damages according to this section, are excluded.

7. Miscellaneous

Copyright and other intellectual property rights in all work results generated by the Law Firm belong to the Law Firm, but the client may use the result for the purposes it is provided. Unless otherwise agreed in writing, documents and other work results may not be generally circulated or used for marketing purposes.

Clients undertake to inform the Law Firm in writing if it provides the Law Firm with insider information.

The Law Firm may retain external parties for certain services, such as IT and bookkeeping.

8. Applicable Law and Dispute Resolution

Swedish substantive law applies to all assignments of the Law Firm and these general terms. Any dispute, controversy or claim arising out of or in connection with the assignment, the terms thereof (including these general terms) or the breach, termination or invalidity thereof, and the Law Firm's advice and actions, 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 the arbitration shall be Malmö and the language shall be English.

Under certain conditions, clients that are consumers may turn to the Swedish Bar Association Consumer Disputes Committee to have fee disputes and other financial claims tried. For more information see www.advokat-samfundet.se/Konsumenttvistnamnden/