

SKIERFE

SKIERFE ADVOKATFIRMA KB - GENERAL TERMS AND CONDITIONS (2021:3)

These general terms and conditions apply to all matters for which Skierfe Advokatfirma KB ("**Skierfe**") is engaged by its clients.

In addition to these general terms and conditions, the Code of Professional Conduct for Members of the Swedish Bar Association shall apply to the matter.

Skierfe may modify these general terms and conditions from time to time. Any modification of the general terms and conditions shall only apply to matters which are commenced after the modification has been adopted by the board of directors. The most recent version of the general terms and conditions are available on request.

Working methods, matters and client control

Where applicable, Skierfe works in teams to provide you with the resources and knowhow necessary for the matter.

The scope of Skierfe's resources may change during the course of the matter and Skierfe may also change the staffing of the matter. Where so required by relevant rules, Skierfe shall send written confirmation about the matter.

Skierfe accepts the matter as engagement of Skierfe and not as engagement of an individual partner. This applies even if the express or implied intention is that the matter be carried out by one or more specified or unspecified individuals. All of Skierfe's partners and other staff who work on the matter perform their services for you in accordance with these terms and conditions. These individuals have no personal liability to you other than that which may follow from mandatory provisions. The agreement regarding the matter is thus an agreement with Skierfe and not an agreement with any individual connected with Skierfe.

All issues pertaining to a dispute, business transaction or business arrangement shall be deemed one matter even if several closely

related companies are involved, if different lawyers at Skierfe are involved, and even if separate invoices are issued.

Skierfe's advice in the matter is adapted to the matter and to the circumstances which are presented to Skierfe. Accordingly, you cannot use or rely on the advice for any purpose, situation or objective other than that for which it was provided by Skierfe. Unless you and Skierfe have agreed otherwise, the advice in the matter does not include the potential tax consequences of the matter.

Skierfe's advice in the matter is solely in respect of Swedish law and thus does not include the law of any other jurisdiction.

Any opinions by Skierfe about the law in other jurisdictions, and the extent of such statements, are based solely on Skierfe's general experience of legal issues in such jurisdictions. Such opinions do not constitute legal advice. However, Skierfe will gladly assist you in obtaining necessary advice from lawyers in such jurisdictions.

Confidentiality, information, KYC and personal data

Skierfe, its partners and its employees are subject to a duty of confidentiality according to, *inter alia*, the Code of Judicial Procedure and the Code of Professional Conduct for Members of the Swedish Bar Association. Skierfe will not disclose facts which are not in the public domain to any third party unless necessary as an element in carrying out the matter or with your consent.

For certain matters, Skierfe is legally obliged to collect and preserve evidence and certain documentation about its clients' identities and ownership, as well as to inform ourselves about the matter and, in some cases, the origin of funds and other assets, usually before the matter commence. Accordingly, Skierfe may ask you to provide ID documents and other documentation about you or your company or another person who is involved in the matter. Such a request may also be made after commencement of a matter. Skierfe may also obtain information from other sources, such as databases. All information and documentation that Skierfe

SKIERFE

collects in connection with these controls will be retained. If you do not provide the documentation which Skierfe requests, Skierfe may be legally obliged to terminate the matter and the relationship with you immediately.

When you engage Skierfe, you consent to Skierfe processing the personal data of you company, its representatives, and its beneficial owner for the purposes stated in these paragraphs. You are responsible for ensuring that all concerned parties accept this. If you wish to receive information about the personal data that Skierfe processes, wishes to correct personal data, or have any other questions about Skierfe's processing of personal data, please contact Skierfe in writing.

Notwithstanding the duty of confidentiality, Skierfe is legally obliged to provide information in conjunction with investigations of certain types of crimes, and to provide information about VAT registration numbers and the value of the services for a client to the Swedish Tax Agency. By engaging Skierfe, you consent to Skierfe providing the information described above. If Skierfe suspects that a client is guilty of money laundering or financing of terrorism, Skierfe is obliged to decline a matter or, if it has already been commenced, to immediately withdraw from it. Skierfe is also required by law to report its suspicions to the Swedish Financial Intelligence Unit and is prohibited from informing the client of its suspicions or the fact that a report to the Swedish Financial Intelligence Unit has been or may be made.

Skierfe cannot be held responsible for any damage caused directly or indirectly to a client as a result of Skierfe fulfilling its obligations as stated above.

Skierfe reserves the right to use information which it obtains in conjunction with carrying out a matter and which is in the public domain or is otherwise generally known, for marketing and for statistical and market surveys performed by a third party.

Skierfe's file management is digital and the primary rule is that documents are stored in

electronic form only. In those cases where Skierfe receives a document and the physical copy does not have independent significance, the document is digitalised and the physical document is then destroyed. Accordingly, Skierfe cannot return the documents which it has received but rather only digital copies. Original documents, physical documents of independent significance, and documents which pursuant to law or other regulation cannot be electronically archived, are stored and physically archived and can be returned.

Fees and invoicing

Unless you and Skierfe have agreed otherwise, Skierfe's fees are determined based on the following factors: (a) the skill and experience required for the matter; (b) the result achieved; (c) the time expended; (d) the monetary value to which the matter pertains; (e) any risks for Skierfe; and (f) the time pressure involved for the matter. Skierfe's fees conform to the Swedish Bar Association's rules.

In addition to Skierfe's fees, costs of travel, accommodation and other expenses may be charged to you. Skierfe ordinarily covers smaller expenses on your behalf and charges them to you in arrears, but Skierfe may instead request advances for such expenses or forward invoices for the expense to you for payment.

Skierfe ordinarily applies monthly invoicing. Skierfe may also otherwise provide you with regular information about accrued fees. Unless you and Skierfe have agreed otherwise, the payment terms and conditions for Skierfe's invoices are 20 days. Skierfe charges penalty interest on arrears pursuant to the Interest Act in the event of late payment.

If you are entitled to insurance indemnification (such as from legal aid insurance) to cover a portion of Skierfe's fees, it is nevertheless your responsibility to pay Skierfe's fees in the amount and at the rate at which they are invoiced and become due for payment. Insurance does not pay for value added tax and ordinarily has a

SKIERFE

significant excess and a maximum indemnification amount. If your insurer provides an advance or pays part of the fees on account, such payment is not deducted from Skierfe's claim until payment is made.

Skierfe reserves the right to issue an on-account invoice for its fees. If such invoice is issued, the final invoice for the matter will state the total fees, and the fees which you paid on account shall be set off.

Skierfe reserves the right to request a retainer, both before it commences its work on a matter and during a pending matter. Skierfe's right to a retainer applies continuously throughout the matter. The retainer is used to pay future expenses and fee invoices. Ordinarily, retainers are first set off against invoice upon the conclusion of the matter. Since members of the Swedish Bar are ordinarily prevented from requesting a retainer which is greater than the anticipated fee, Skierfe's final fee will often be greater than the retainer amount.

Skierfe always seeks to provide legal services at attractive rates. Upon request, at the beginning of the matter, Skierfe will provide you with an estimate of our fee for the matter and Skierfe can also, to the extent appropriate and possible, reach an agreement about a budget or other arrangement for the matter.

Skierfe reserves the right to review its estimate, budget or other arrangements when it has reason to believe that the information is no longer accurate or attainable.

All amounts are stated exclusive of value added tax.

Limitation of liability

In addition to the provisions stated in these terms and conditions, Skierfe may apply special limitations of liability for certain matters or partial matters. You will be informed of such limitations of liability prior to commencing the matter or partial matter.

Skierfe's liability for loss or damage suffered by you as a consequence of error or negligence on our part in performing work in

relation to a certain matter is limited to a sum equal to five (5) times the fee for the matter, however never exceeding SEK seventy-five (75) million.

Skierfe's liability to you shall be reduced by any amount which you may receive under any insurance policy which you have acquired or which has been acquired for you or pursuant to any hold-harmless agreement.

Skierfe shall not be liable for loss of production, loss of profit or any other indirect damage, loss, consequential damage or consequential loss.

Skierfe shall have no liability to third parties arising from your use of documents or other advice from Skierfe. Unless you and Skierfe have agreed otherwise, Skierfe shall not be liable for meeting scheduled times or for completing any portion of the work within a proposed timeframe or because Skierfe has not been able to commence or continue its work due to circumstances beyond its control.

Where Skierfe has undertaken to provide advice about potential tax consequences, Skierfe's liability shall not include taxes which you are to pay unless, at the time the advice was given, it was clear that you could have achieved your goals by using an alternative structure or method without additional costs or risk and thereupon could have avoided payment of such tax entirely.

Where, upon your request, Skierfe agrees that a third party may rely on advice or a document which is produced by Skierfe, this shall not increase or otherwise affect Skierfe's liability.

Skierfe's liability towards any such third party shall be the same as its liability to you.

Any amounts which Skierfe pays to a third party as a result of such liability shall, on a krona by krona basis, reduce Skierfe's liability to you. Despite the fact that Skierfe may have specifically agreed that a third party may rely on advice or documents which Skierfe has produced, Skierfe does not thereupon assume any advisor liability to such third party.

SKIERFE

Where Skierfe discontinues carrying out a matter or discontinues the relationship with you due to a circumstance attributable to you or due to a legal or professional practice obligation, Skierfe shall not have any liability for the loss to which this may lead.

Skierfe's limitations of liability under these terms and conditions or pursuant to a separate agreement with you also apply to Skierfe's partners, other lawyers and previously-employed lawyers.

Other advisors

Skierfe has a large network of professional advisors in Sweden and abroad and assists you, where necessary, in finding and instructing such professional advisors. These other professional advisors shall be deemed to be independent of Skierfe and Skierfe shall have no liability for advice which they give you or for having recommended them to you. Skierfe shall not be liable for fees or costs charged by such advisors.

Where Skierfe instructs such other professional advisors on your behalf, Skierfe may assist you in obtaining bids for fees or assist you in reaching an agreement on the fee which you are to pay for their services. However, Skierfe assumes no liability for such bids or agreements.

Communication, marketing and intellectual property rights

Skierfe would appreciate you informing your client-relations partner or the partner responsible for the matter for the matter whether you wish to communicate via Internet or by email. Skierfe's spam and virus filters and security arrangements can sometimes filter email. Accordingly, follow up important emails with a telephone call.

Skierfe holds copyright and other intellectual property rights to the results of work which is created in a matter. You are, of course, entitled to use the result for the purpose or purposes for which the work result was produced.

Skierfe would appreciate you not generally disseminating this work result or using it in your marketing.

Unless you and Skierfe have agreed otherwise, Skierfe will send all original documents to you when the matter has been concluded. Skierfe will retain copies of documents for its own records.

If knowledge of a certain transaction has entered the public domain, Skierfe may publicise, in its marketing information and on its website, that it has handled the matter for you. Such information may only contain facts which are already in the public domain. Where Skierfe has reason to believe that you may react negatively to such publication, Skierfe will obtain your consent prior to such publication.

Insider list

Skierfe presumes that you will submit information regarding whether, and in such case when, you require Skierfe to maintain an insider list in order to meet your obligations under the Market Abuse Directive (2003/6/EC) and related rules. Skierfe will provide you with one copy of the insider list upon request, provided that the request is presented within five years and one day after it is dated. You undertake to keep the insider list confidential and to use it only to satisfy your obligations under the aforementioned rules.

Skierfe undertakes to take all measures necessary to ensure that the individuals on the insider list understand the obligations which it entails and the consequences of misuse and unauthorised dissemination of price-sensitive information.

Complaints, deadlines and dispute resolution

The basis of Skierfe's business is that its clients are satisfied with how the services are performed and that Skierfe's advice meets, and hopefully exceeds, the client's expectations. If you are nevertheless dissatisfied or have complaints against Skierfe, you must notify the client-relations partner or partner responsible for the matter as soon as possible.

If you wish to make a claim against Skierfe you must do so as soon as you learn of the

SKIERFE

circumstance on which you base the claim after a reasonable investigation (preclusion). However claims must be made not later than within six months after you have learned of such a circumstance and, in any event, not later than within twenty-four months after Skierfe's most recent invoice for the matter (limitation period).

Where your claim is based on a claim made against you by a public authority or third party, Skierfe shall be entitled to respond, settle and reach an agreement about the claim on your behalf, provided that Skierfe holds you harmless. Where Skierfe is not entitled to do so, Skierfe shall have no liability whatsoever for the claim made against you.

Skierfe's payment is conditional on you assigning the right of recourse against third parties to Skierfe or its insurer.

Skierfe's services and these general terms and conditions shall be governed by Swedish law.

Disputes relating to these general terms and conditions or any question which pertains to Skierfe's services for you shall be conclusively resolved through arbitration pursuant to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral proceedings shall be held in Stockholm.

Clients that are consumers have, under certain conditions, the right to have fee disputes and other financial claims tried by the consumer dispute resolution board of the Swedish Bar Association (Box 27321, 102 54 Stockholm). For more information, please see

www.advokatsamfundet.se/konsumenttvistnamnden.

Notwithstanding the preceding paragraphs, Skierfe shall always be entitled to choose to commence judicial action against you for past due claims or to take other recovery measures in a court, such as an application for an injunction to pay.

The rules of the duty of confidentiality for members of the Swedish Bar contain exceptions for, *inter alia*, Bar Association

members' recovery of their own fee claims. Failure to pay can therefore lead to public disclosure of information which otherwise would have been subject to confidentiality. Recovery measures cannot be performed without your relationship with Skierfe becoming publicly disclosed.