



MagnussonMinds

GENERAL TERMS AND CONDITIONS

1. Application and interpretation

1.1 These general terms and conditions apply to all services provided to clients by Magnusson Minds Advokatbyrå AB, Org. No. 559172-1898 ("Magnusson Minds").

1.2 Your new or continuing instructions will amount to your acceptance of these general terms and conditions.

1.3 Subject to clause 14.1, any variations to these general terms and conditions must be agreed and recorded in writing before they take effect.

2. Identification and personal data

2.1 Magnusson Minds is under a legal obligation to check the identity of our clients and their ownership structure as well as to seek information about the matter and in certain instances the origin of funds and other assets, and such obligations apply as a rule before our work commences. Magnusson Minds may consequently ask for identification papers in respect of you and any other person who is acting on your behalf and, if you are a legal entity, the individuals who are in ultimate control of you (so called beneficial owners) as well as documentation indicating the origin of funds and other assets. In addition, Magnusson Minds is under a duty to verify the information and for these purposes Magnusson Minds may obtain information from external sources, for instance databases. All information and documentation obtained will be retained by Magnusson Minds.

2.2 By way of these General Terms and Conditions and through Magnusson Minds's privacy notice as amended from time to time and available at www.magnussonminds.com, you are hereby informed that Magnusson Minds processes your personal data for the purposes mentioned in this clause 2. Generally, Magnusson Minds will also need to process the personal data of your representatives and beneficial owners for the same purposes. Our privacy notice informs you of your rights in relation to Magnusson Minds's processing of your personal data. If you have any questions, kindly contact the responsible partner for the assignment or our personal data officer at kontakt@magnussonminds.com.

2.3 Magnusson Minds is required by law to disclose suspicions of money laundering or terrorism financing to police authorities. Magnusson Minds is not permitted to inform you that Magnusson Minds has suspicions or that Magnusson Minds has made or is contemplating making disclosures to the police authorities. In case of any suspicions of money laundering or terrorism financing Magnusson Minds is required to decline or withdraw from the engagement.

2.4 Magnusson Minds does not accept any liability for any loss or damage flowing directly or indirectly from Magnusson Minds's compliance with Magnusson Minds's duties (as Magnusson Minds understands them) outlined in clauses 2.1 and 2.3.

3. Authority

When you instruct Magnusson Minds, you thereby give Magnusson Minds the right, unless you notify Magnusson Minds otherwise, to take any action which Magnusson Minds considers necessary or suitable to carry out the engagement. For instance, Magnusson Minds shall have the right to engage other advisers and professionals and to otherwise incur reasonable costs on your behalf. If Magnusson Minds engages

other advisers and professionals, Magnusson Minds may ask that you contract them directly and thereby assume direct responsibility to them for the payment of their fees and costs.

4. Services

4.1 For each engagement one of Magnusson Minds's partners will be primarily responsible for the provision of Magnusson Minds's services (the engagement partner). That partner has complete discretion to deploy such of Magnusson Minds's lawyers and other staff as he or she deems necessary or desirable to ensure appropriate delivery of the services.

4.2 Magnusson Minds's advice is tailored to the circumstances in the specific engagement, the facts presented to Magnusson Minds and your instructions. Accordingly, the advice may not be relied on in any other matter or used for any other purpose than that for which it was given.

5. Intellectual property rights

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

6. Confidentiality and disclosure

6.1 In case a nondisclosure agreement has been entered, the terms in the nondisclosure agreement prevail if and to the extent there is any inconsistency between these general terms and conditions and the terms set out in such nondisclosure agreement.

6.2 Magnusson Minds will protect the information you disclose to Magnusson Minds in an appropriate manner and in accordance with the relevant code of conduct. Magnusson Minds is however in certain instances required by law or permitted by the relevant code of conduct to disclose such information.

6.3 Where Magnusson Minds agrees to carry out an engagement for more than one client, Magnusson Minds has the right to disclose such materials and other information that one of the clients has imparted to Magnusson Minds to the other clients. In some cases, Magnusson Minds also has a professional obligation to disclose such materials and information to the other clients.

6.4 If Magnusson Minds engages or liaises with other advisers or professionals in the course of an engagement, Magnusson Minds may communicate to them all materials and other information which Magnusson Minds believes may be relevant to assist them in advising or carrying out other work for you. The same applies to materials and other information that Magnusson Minds has obtained as a consequence of the checks and verifications carried out by Magnusson Minds according to clause 2.1.

6.5 If Magnusson Minds does not charge VAT on Magnusson Minds's services to you, Magnusson Minds is required by law in some cases to provide information to the tax authorities concerning your VAT number and value of the delivered services. When you instruct Magnusson Minds, you are deemed to have consented to Magnusson Minds providing this information to the tax authorities.



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6.6 When a matter has become publicly known, Magnusson Minds may disclose Magnusson Minds's involvement on your behalf in our publicity material and on Magnusson Minds's website. Such disclosure may only contain information about the matter that is already in the public domain.

7. Fees and expenses

7.1 Magnusson Minds's principles for charging fees follow the relevant code of conduct and Magnusson Minds's fees are normally determined on the basis of a number of factors, such as time spent, the complexity of the work, the qualifications, experiences and resources required, the amounts involved, the risks assumed (if any) by Magnusson Minds, time constraints and the result achieved.

7.2 Magnusson Minds is likely to incur certain expenses in addition to Magnusson Minds's fees, which Magnusson Minds expects you to pay. The expenses may include such incidental costs as registration fees, registry search fees, fees of other advisers and professionals, travelling, temporary workers, catering, photocopying, courier, and telephone charges.

7.3 All fees and expenses are exclusive of added tax, which will be charged where appropriate.

8. Invoicing and payment

8.1 Magnusson Minds's normal practice is to send invoices monthly. Magnusson Minds may send you preliminary (on account) or final invoices. Preliminary invoices may not include an exact assessment of the full amount due but will give a broad indication of the work done. In such cases, the final invoice for the matter or the part of the matter will set out the total amount of Magnusson Minds's fees and expenses with the fees and expenses payable according to any preliminary invoice deducted.

8.2 In certain cases, Magnusson Minds may request an advance payment. Such payment will be used to settle future invoices. The total amount of Magnusson Minds's fee and expenses for the engagement may be higher or lower than the amount of the advance payment.

8.3 Each invoice sets out its due date (normally not less than 15 days from the invoice date). Interest on overdue payment will be calculated according to the Swedish Interest Act.

8.4 In litigation and arbitration, the losing party can be ordered to pay the costs (including legal fees) of the winning party. It is however in the rarest cases that all the legal expenses the winning party has incurred will be recoverable from the losing party. Irrespective of whether you should be the winning or losing party you must pay Magnusson Minds's fees for services rendered and expenses incurred in representing you in litigation and arbitration.

8.5 If Magnusson Minds's fees and expenses are to be financed by making use of legal costs and expenses insurance, you must still pay Magnusson Minds's fees and expenses to the extent they exceed whatever is paid out under the insurance.

8.6 If you ask Magnusson Minds to address an invoice to someone else, Magnusson Minds may accommodate your request only if it is evident that the arrangement will not violate any laws, the identity and other matters outlined in clause 2 have been verified in respect of the addressee and that you, on demand, will promptly pay any amounts

which have not been paid by the due date. No client relationship with such addressee is assumed.

9. Liability and limitations

9.1 Magnusson Minds's liability for any loss or damage suffered by you as a result of negligence or other breach of contract on Magnusson Minds's part shall in respect of each engagement be limited to the sum of 10 million SEK, if Magnusson Minds's fee for the engagement concerned is less than one million SEK, one million SEK.

9.2 Magnusson Minds shall under no circumstances be held responsible for non-delivered production, profit or any other indirect damage, loss, or consequential loss.

9.3 Magnusson Minds's liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you 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.

9.4 Other advisers and professionals shall be deemed independent of Magnusson Minds (and irrespective of whether Magnusson Minds has engaged them or if you have engagement them directly). Hence, Magnusson Minds assumes no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their advice or other services provided. The aforesaid applies regardless of whether they report to Magnusson Minds or to you.

9.5 If you have accepted any exclusion or limitation of liability from any other adviser or professional, Magnusson Minds's total liability to you shall be reduced by the amount of the contribution that Magnusson Minds could have been able to recover from that adviser or professional if its liability to you had not been so excluded or limited (and regardless of whether that other adviser or professional would have been able to pay the contribution to Magnusson Minds).

9.6 Magnusson Minds shall not have any liability for any loss or damage suffered as a result of the use by you of Magnusson Minds's work products or advice in any other context or for any other purpose than for which it was given. Except as provided in clause 9.9, Magnusson Minds shall not have any liability to any third party through the use by you of Magnusson Minds's work products or advice.

9.7 Unless the engagement specifically included the rendering of tax advice, Magnusson Minds will not assume any liability for loss or damage suffered by means of tax being imposed or the risk of tax being imposed on you as a result of Magnusson Minds's services.

9.8 Magnusson Minds will not accept any liability for any loss or damage suffered as a result of events beyond Magnusson Minds's control, which events Magnusson Minds reasonably could not have anticipated at the time we accepted the engagement and whose consequences Magnusson Minds could not reasonably have avoided or overcome.

9.9 If, at your request, Magnusson Minds agrees that an outside party may rely on Magnusson Minds's work products or advice, this will not increase or otherwise affect Magnusson Minds's liability to Magnusson Minds's disadvantage, and Magnusson Minds can only be held liable to such outside party to the extent Magnusson Minds can



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be liable to you. Any amount payable to an outside party as a result of such liability will reduce Magnusson Minds's liability to you correspondingly and vice versa. No client relationship with such outside party is assumed. The aforesaid applies also if, at your request, Magnusson Minds issues certificates, opinions, or the like to an outside party.

9.10 All limitations of liability applicable to Magnusson Minds under these terms and conditions or any separate agreement with you will also inure in all respects to the benefit of, and apply to, any partner or former partner of Magnusson Minds and any lawyer or any other person who is working or has worked for Magnusson Minds or who is engaged or has been engaged by Magnusson Minds.

10. Complaints and claims procedures

10.1 If, for any reason, you are dissatisfied with Magnusson Minds's services or have a complaint, you should notify the relevant engagement partner as soon as possible. Alternatively, you may also contact Magnusson Minds's Managing Partner.

10.2 Claims shall be submitted to Magnusson Minds's Managing Partner as soon as you have become aware of the circumstances giving rise to the claim. No claim may be made later than 365 days after the later (i) the date the last invoice was issued for the engagement to which the claim refers and (ii) the date the circumstances giving rise to the claim became known or could have become known to you after reasonable investigations.

10.3 If your claim is based on a claim against you by an authority or third party, Magnusson Minds or Magnusson Minds's 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 Magnusson Minds. If you meet, settle, compromise, or otherwise take any action in relation to such claim without Magnusson Minds's consent, Magnusson Minds will not accept any liability for such claim.

10.4 If you are reimbursed by Magnusson Minds or Magnusson Minds's insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to Magnusson Minds or Magnusson Minds's insurers by way of subrogation or assignment.

11. Professional indemnity insurance

Magnusson Minds maintains professional indemnity insurance.

12. Termination of engagement

12.1 You may terminate Magnusson Minds's engagement at any time by requesting Magnusson Minds in writing to cease acting for you. If you do so, you must still pay Magnusson Minds's fees for services provided and expenses incurred prior to the date of termination.

12.2 Law and the relevant code of conduct may set out circumstances that require or allow Magnusson Minds to decline or withdraw from representing a client. Among other things, this may be the case in the event of inadequate client identification, suspicious of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions or the confidence

and trust no longer exist between us. If Magnusson Minds decides to terminate Magnusson Minds's engagement, you must still pay Magnusson Minds's fees for services provided and expenses incurred prior to the date of termination. An engagement will in any event end when Magnusson Minds has fulfilled your instructions in relation to that engagement.

13. Document retention

13.1 After the conclusion or termination of an engagement, Magnusson Minds will keep (or store with 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 Magnusson Minds deems 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 relevant code of conduct.

13.2 Since Magnusson Minds is under an obligation to retain essentially all documents and work products accumulated or generated in a matter, Magnusson Minds cannot meet any request by you to return (without making a copy) or destroy a document or work product in advance of the expiration of the retention period. If you ask Magnusson Minds to empty Magnusson Minds's electronic files within Magnusson Minds's document management system, Magnusson Minds will observe your request to the extent permitted by law and the relevant code of conduct (but retain physical copy of each document or save them onto any electronic storage media) and normally against payment if the work involved is time-consuming.

13.3 Unless otherwise expressly agreed, all original documents will be sent to you at the conclusion or termination of an engagement. Magnusson Minds may keep a copy of such documents for Magnusson Minds's own records.

14. Amendments, prevailing terms and language versions

14.1 These general terms and conditions may be amended by Magnusson Minds from time to time. The current version can always be viewed on Magnusson Minds's website www.magnussonminds.com. Amendments will become effective only in relation to matters initiated after the amended version was posted on Magnusson Minds's website.

14.2 In case an engagement letter has been sent to you in respect of a particular engagement, the terms in the letter prevail if and to the extent there is any inconsistency between these general terms and conditions and the terms set out in such letter.

14.3 These general terms and conditions are produced in Swedish and in English. For clients domiciled in Sweden, the version in Swedish shall prevail. The version in English shall prevail for all other clients.

15. Governing law and dispute

15.1 These general terms and conditions and the engagement letter, if any, and all issues in connection with any of them, Magnusson Minds's engagement and services 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 or, if any, the engagement letter or the breach, termination or invalidity thereof or regarding our engagement or services, shall be finally settled by ad-hoc arbitration and in accordance with the Rules of the Arbitration Institute of the



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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 Magnusson Minds and you agree to use Swedish.

15.3 All arbitral proceedings conducted with reference to clause 15.2 and all information disclosed during such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential. Such information, decision, or award, 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 an insurance policy underwriter or if the party is required to so disclose pursuant to mandatory law or stock exchange rules and regulations or similar.

15.4 Notwithstanding clause 15.2, Magnusson Minds shall be entitled to commence proceedings for the payment of any amount due and disputed in any court with jurisdiction over you or any of your assets.
