

# GENERAL TERMS AND CONDITIONS (E 2023:1)

## 1. APPLICATION ETC.

These general terms and conditions apply to services, advice and other, provided by AG Advokat KB ("AG Advokat", the "firm" or "we"). In addition, any specific terms included in an engagement letter, frame agreement or due diligence report apply. In case of conflict the specific terms take precedence over these terms. The Swedish Bar Association's Code of Professional Conduct apply alongside the aforementioned terms for our services.

## 2. SERVICES AND ADVICE

The engagement for our services is a contract between you and the firm, and not with any individual or legal person associated with the firm. Mandates are only accepted as mandates for the firm. The firm's partners, employees and any other person engaged by us, are subject to these terms and do not have any individual or personal liability to you.

All parts of a matter will be considered to be one single mandate, irrespective of it involving multiple instructions, addressing different areas of the law or results in separate invoices.

For each mandate one of our partners will be responsible and will deploy those persons who will work in the mandate. We reserve the right to accept instructions about and in relation to a mandate from such persons we may assume have the right to provide instructions on your behalf.

Our services and advice are adapted only to the circumstances in the particular mandate and is only based on the circumstances, facts and instructions presented to us for that mandate, which we may assume is complete and accurate. This also means that you may not use any advice provided for a particular mandate in relation to another matter or for any other purposes than for which it was provided.

We only provide legal advice and consequently our advice do not cover advice of commercial, operational, financial or any other nature, nor does it cover tax or tax implications. We do not provide advice in respect of, or based on, the laws of any other jurisdiction than Sweden. If we would in relation to any of the foregoing express a view or opinion, this is only deemed to be based on our general experience, and may not be considered advice upon which you may rely. Further, our advice is based upon the circumstances and legal position at the time of the advice. We do not have an obligation to update advice provided based on subsequent changes. Our advice never implies or entails a guarantee of a certain outcome.

We provide our services by support of electronic tools such as cloud services and email. Such tools may be associated with certain risks such as regarding confidentiality. Should you not accept that we use such tools in providing our services to you, you have to notify us hereof.

If we give instructions to, engage and/or cooperate with other advisors (e.g. other lawyers, financial advisors or technical consultants) within a mandate, these advisors will be viewed as independent to us. We will only engage such other advisors upon your instructions. We do not assume any liability for payment of fees or costs that such advisors charge, irrespective of these are paid by us and charged to you as disbursements or are forwarded to you for your payment. Our right to engage such advisors on your behalf include a right to accept limitations of liability on your behalf.

## 3. CLIENT IDENTIFICATION

Before accepting a mandate, we generally have a legal obligation to collect and keep information about the client and the mandate to such extent making it possible for us to manage risks of money laundering and financing of terrorism. For such purposes we may need to identify you, your representatives and ownership, by requesting you to provide, or collect through external sources, documentation in support thereof.

## 4. DUTY OF CONFIDENTIALITY AND REPORTING OBLIGATIONS ETC.

We are bound by a duty of confidentiality under the professional code of conduct in respect of matters disclosed to us within our legal practice or which become known to us in connection therewith. Exceptions from the duty of confidentiality apply e.g. if you have consented thereto, or if we are under a legal obligation to provide the information. An exception also applies if disclosure is necessary to allow us to answer complaints by you or to pursue a justified claim for compensation against you. In such case we may also disclose the information to insurers.

Under law, we may be obligated to disclose information to the relevant tax authorities in respect of your VAT number and the amounts we have invoiced you. In case of suspicion of money laundering and financing of terrorism we have a legal obligation to report it to the police, but we may not inform you of such suspicion. In such case, we are also obligated to decline or resign from the engagement.

By engaging us you agree that we, as the matter is publicly known, and only with respect to such information, may announce our participation and other publicly known information in our marketing.

If you are an issuer of securities under a duty to prepare an insider list and we are given access to insider information concerning you or your financial instruments in the mandate, we will prepare an insider list of the employees of the firm who have access to the insider information. By engaging us, you agree to immediately notify us if you consider that information that we have access to constitutes insider information.

## 5. DATA PROTECTION

AG Advokat is controller of personal data processed in connection with the preparation or administration of a mandate. Processing of personal data is made in accordance with applicable legislation. Read more on how we process personal data on [agadvokat.se/integritetspolicy](https://agadvokat.se/integritetspolicy).

## 6. FEES AND EXPENSES

Our fees are charged in accordance with the code of professional conduct. This means that our fees normally will be determined having regard to several factors, such as e.g. time spent, degree of difficulty, skills and experience required, sums of money involved, risks assumed, time constraints and results achieved. Any fee estimate is only an estimate based on the circumstances known to us at the time for providing it.

In general we adjust our hourly rates annually. Adjusted rates apply in ongoing as well as new mandates.

We also charge for our disbursements incurred in relation to our services such as charges, fees and charges of other advisors, cost of couriers, travel and accommodation expenses, and, if it amounts to any significance, costs for copying and telephone expenses.

All fees and expenses are provided exclusive of value added tax, which will be charged in accordance with applicable laws and regulations.

## 7. INVOICING AND PAYMENT

Unless otherwise agreed we normally invoice by the end of each calendar month. We can only invoice our client, and thus not make out the invoice to anyone else.

Interim invoicing comprises the final fee for part of our work attributable to a certain period of time or a specific part of the work. On-account invoicing comprises part of the final fee without specific attribution to a certain part of the work. If on-account invoicing is applied, a final invoice will state the total fees and expenses with deduction of amounts already invoiced on-account.

We may request advance payment before we start a mandate. Advance amounts will be applied against future invoices. The total fees and expenses may exceed the advance amounts.

Our invoices are due 30 days after the invoice date. If you have failed to pay a previous invoice in due time, we may come to apply a 10 days due date on our invoices. If you have failed to pay an invoice on time, we may also charge interest on arrears in accordance with the Swedish Interest Act.

Irrespective of the outcome or if you are not awarded full compensation for your costs in litigation or arbitration, you must pay our fees for services rendered and expenses incurred in representing you in such litigation or arbitration. If our fees and expenses are financed through insurance, you must still pay the fees and expenses to us. Insurance compensation is paid out separately to you, provided that no due invoices are unpaid, and that the insurance company has paid out the compensation to our client funds account. If you are required under applicable tax regulations to

withhold or deduct any amount in relation to amounts payable to us, you will also have to pay an amount equal to such withheld or deducted amount to us so that the amount paid to us corresponds to the amounts invoiced to you.

## 8. INTELLECTUAL PROPERTY RIGHTS

Copyright and other intellectual property rights to documents and other work results rendered in connection with our services is owned by us, however you are entitled to use such results for the purposes for which they were prepared. Unless otherwise agreed, such results may not be generally spread or distributed.

## 9. LIMITATIONS OF LIABILITY

Our liability for loss or damage suffered or incurred by you as a result of our fault, negligence or breach of contract is limited to an amount of 50 million Swedish kronor per mandate or, if our fees for the specific mandate is less than one million Swedish kronor, limited to five million Swedish kronor. The limitation also applies to multiple instances of loss or damage if caused by the same act or omission, or the same type thereof, irrespective of when the loss or damage was caused or occurred.

Our liability is limited to the loss or damage you suffer or incur. As example this means that our liability will be reduced by all amounts that you may obtain under an insurance available to you or under a contract or an indemnity.

We have no liability for loss or damage that you suffer or incur as consequence of you, in whole or in part, use our advice or work results for any other purposes than for which they have been provided or prepared.

Save as for the following we assume no liability towards any third party as consequence of your use or distribution of advice or work results provided or prepared by the firm. If we, on your request, agree that a third party may rely on a document prepared or advice provided by us, this will not increase or otherwise affect our liability, and we will only be liable towards such third party to the same extent we are liable towards you. All amounts paid by us or on our behalf to such third party under such liability will reduce our liability to you correspondingly, and vice versa. No client relationship will occur with a third party in such instances.

We assume no liability for other advisors, neither the for the appointment nor for the recommendation of them, and we assume no liability for their work or advice, irrespective of whom having employed them or to whom they report.

If we and a third party are liable for the occurrence of loss or damage, our liability to your will be limited to what is reasonable having regard to our responsibility for such loss or damage. If you have accepted a limitation of liability towards such third party, our liability will be reduced by such amount that would have been recoverable from the third party should its liability not have been excluded or limited.

Unless you have instructed us not to provide our services by support of electronic tools, we have no liability for any loss or damage suffered or incurred by you as consequence of our use of such tools.

We have no liability for loss or damage suffered or incurred by you as consequence of us complying to the code of professional conduct or any other obligation we view applicable to us under law, regulation or by-laws or by court order or official decision. We have no liability for loss or damage suffered or incurred by you as consequence of any circumstance outside our control and that we reasonably could not have foreseen at the time assuming the mandate and which consequences we reasonably could not have avoided.

### **10. COMPLAINTS AND CLAIMS**

If you are dissatisfied with our services or have a claim, you must notify the responsible partner as soon as possible. A claim shall be accompanied by written statement of the alleged fault and anticipated loss or damage. A claim must be put forth within reasonable time, and at the latest within six months from the later of the day of our last invoice or the day you were made aware, or should reasonably have become aware after due inquiry, of the loss or damage and fault, and will otherwise be precluded. In no circumstances can a claim be presented later than the limitation period that applies according to law.

If we or our insurers compensate you in respect of a claim, you will, as a condition for such payment, transfer the right of recourse against third parties to us or our insurers.

### **11. TERMINATION OF A MANDATE**

You may at any time without cause terminate a mandate by requesting that we cease to act. Our right or obligation to decline or cease to act is governed by law and the professional code of conduct. Such right or obligation may as example be at hand in case of conflicts of interest, payment default, lack of trust or suspicion of money laundering or financing of terrorism.

If we cease to act in a mandated due to circumstances attributable to you, or our obligations under law or the professional code of conduct, we have no liability for any loss or damage suffered or incurred by you as consequence thereof. If you request us to cease acting or if we otherwise cease to act, you still are liable to pay for our fees and expenses accrued in advance thereof or in connection with ceasing the mandate.

### **12. DOCUMENT MANAGEMENT**

During a mandate we will store documents and work results electronically. When a mandate is completed, we will keep relevant results during such period of time we deem is necessary for the mandate, but in no circumstances for a shorter period than as required under law and the Swedish Bar Association's Code of Professional Conduct. We cannot meet a request to return or destroy documents. Original documents will

be handed over to you when the mandate is completed. We will keep copies of these for our own files.

### **13. CONFLICTS OF INTEREST**

We are normally prevented to accept a mandate if there is a conflict of interest between you and another client. Even if we check for conflicts of interest before accepting a mandate, we may, due to later circumstances, be prevented to represent you in the mandate or future mandates. Should this occur, we must, having regard to the code of professional conduct and all clients' interests, see to that the conflict of interest cease. In order to avoid conflicts of interest as far as possible, it is important that you keep us informed of such circumstances that leads or may lead to a conflict of interest.

### **14. CHANGES ETC.**

We may from time to time change these terms. The applicable version is available at [agadvokat.se](http://agadvokat.se). Changes apply to mandates started after the publication of a revised version. These terms have been produced in Swedish and English, in case of any inconsistency the Swedish version takes precedence.

### **15. APPLICABLE LAW AND DISPUTE RESOLUTION**

These terms, including this arbitration clause, and any specific terms agreed and any matters in relation thereto, and in relation to our mandate and services provided, are governed by and are to be construed in accordance with Swedish substantive law, without regard to its conflict of law rules.

Any dispute, controversy or claim arising out of or in connection with these terms or any specific terms, or the breach, termination or invalidity thereof, or otherwise in relation to our services and mandates, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.

Arbitral proceedings are strictly confidential. This confidentiality undertaking covers all information disclosed in the course of such proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not be disclosed to a third party without written consent of the other party. This notwithstanding, a party will not be prevented from disclosing such information in order to safeguard its right against insurers or as required pursuant mandatory law, court order or official decision.

Notwithstanding the above, we may always initiate proceedings in general court against you in respect of any amounts due.

Clients being consumers may under certain circumstances turn to the Swedish Bar Association's Consumer Dispute Committee.

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