

General Terms and Conditions of Engagement

These general terms and conditions apply to all advice and other services rendered by Agnes Advokatbyrå AB ("the Firm" or "we"), along with any individually agreed amendments. By entering into an agreement with the Firm, you are deemed to have consented to these terms and conditions.

- **Codes of conduct**

The Firm is subject to the Code of Conduct of the Swedish Bar Association (see www.advokatsamfundet.se). Among other things, this means that we may be forced to reassign from an assignment, should a conflict of interest arise.

- **Counselling**

The Firm renders advice only in respect of and based on the laws of Sweden.

Our work results and advice are tailored to the circumstances of the specific engagement, to the facts presented to us as well as the instructions given to us. Accordingly, our advice and the documentation provided as a result of a specific engagement cannot be used or relied upon in any other matter or for any other purpose than for which they were rendered.

Unless otherwise agreed, all information provided by us in draft versions of our documents is provisional and subject to the wording of our final versions of such documents.

- **Client identification procedures and information to authorities**

In certain engagements, we are under a legal obligation to check, i.e., the identity and ownership structure of the client and certain entities and individuals affiliated to the client as well as the nature and purpose of the matter, and to retain satisfactory evidence of such controls. By entering into an agreement with the Firm, you are deemed to have consented to such information being handed over to the

relevant Swedish authority, should the Firm be required by law to do so.

The Firm is required by law to disclose suspicions of money laundering or terrorism financing to the Swedish police authorities. We are prevented by law to inform you of having such suspicions or having made or contemplating making such disclosure.

The Firm cannot be held liable for loss or damage caused to you directly or indirectly as a consequence of our compliance with legal obligations.

- **Data protection**

The Firm processes personal data for administration and performance of matters (including actions taken before matters are accepted) as well as for the fulfilment of legal obligations imposed on the firm.

By engaging the Firm, you are considered to have accepted that we will collect, store, process and use your personal data as well as personal data on your representatives and beneficial owners. You are responsible for ensuring that such representatives and beneficial owners consent to such processing.

- **Confidentiality**

Any non-public information, received in the course of our work for you, from or about you, your business or other affairs, will be treated as strictly confidential. Nor will we disclose it, except in accordance with your instructions or as we may be required to do by law, applicable Code of Conduct of the Swedish Bar Association or order of applicable court of competent jurisdiction.

If we, in the course of the engagement, engage or liaise with other advisors or professionals, we may communicate to them any information which we believe may be relevant to assist them in advising or carrying out other work for you.



- **Communication**

Unless otherwise instructed by you, we may communicate with you by e-mail and through the Internet even though such communication involves security and confidentiality risks. We do not accept any liability for damages incurred due to such risks.

Our spam and virus filters and other security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails to us by telephone or by any other appropriate mean.

- **Intellectual property rights**

The copyright and other intellectual property rights in our work products and advice shall vest in us, although you have the right to use them for the purpose for which they were rendered to you. Unless we have agreed otherwise, no documents or other work products generated by us may be generally circulated or used for marketing purposes.

- **Reference engagement**

Once an engagement has become publicly known, we may briefly disclose our involvement in the engagement and other publicly known information in our marketing, e.g., by referring to the engagement in our proposals, on our website or in qualification statements. If we have any reason to believe that you may be concerned about such disclosure, we will seek your permission prior to any disclosure.

- **Fees and expenses**

Unless otherwise agreed, our fees are determined based on an hourly rate for each lawyer. In addition to our fees, disbursements for travel and other expenses may be charged.

- **Invoicing**

Unless otherwise agreed, we will invoice you on a monthly basis. Payment of an invoice is due within 30 days. In the event of non-payment, interest on arrears may be charged from the due date until payment has been received in accordance with the provisions of the Swedish Interest Act [Sw. Räntelagen (1975:635)].

- **Limitation of liability**

The Firm maintains professional indemnity insurance appropriate for our business in addition to the Swedish Bar Association's compulsory professional indemnity insurance.

Unless otherwise agreed, our liability to you shall be limited to the amount covered by the Firm's current indemnity insurance.

Our liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you or under any agreement or indemnity to which you are a party or a beneficiary.

- **Governing law**

These general terms and conditions and all issues in connection with them, the engagement, our work products and advice, shall be governed by and construed in accordance with the laws of Sweden.