

GENERAL TERMS AND CONDITIONS – ASHIR JOHANNESSON ADVOKATBYRÅ AB

These general terms and conditions (these “**Terms**”) apply to all services provided to clients by Ashir Johannesson Advokatbyrå AB (the “**Firm**”, “**we**”, “**us**”). The Firm is regulated by the Swedish Bar Association and the codes of conduct applying to members of the Swedish Bar Association also apply to the services provided by the Firm. By entering into an agreement with the Firm, you are considered to have accepted these terms and conditions.

1. INTRODUCTION

- 1.1 We work in teams to provide you with the expertise and resources required in each engagement. At the start of an engagement, we mutually agree on the scope of our services and the people who will perform the work. The scope may later be changed, expanded or reduced pursuant to mutual agreement. If required by the rules of the Swedish Bar Association, we will provide you with written confirmation of the scope of the engagement.
- 1.2 The engagement of the Firm is a contract between you and the Firm and not with any individual associated with the Firm. This applies even if it is your express or implied intention that the work is to be carried out by a specific person or persons. All partners of the Firm and all persons working for the Firm are subject to these Terms and in no circumstances will those persons have any personal liability to you, except as provided by mandatory law.
- 1.3 For the purposes of these Terms, all aspects of a transaction or a business arrangement will be considered to be a single engagement, even if it involves several legal entities or private individuals, addresses separate legal areas, separate invoices are issued, or we act for several legal entities and/or individuals.

2. ADVICE

- 2.1 Our advice is tailored to the circumstances in the specific engagement, the facts presented to us and the instructions given to us. Accordingly, you may not rely on the advice in any other context or use it for any other purpose than that for which it was given. For the avoidance of doubt, our advice in a particular engagement shall in no event be considered, or construed or implied, to include advice on either tax matters or potential tax implications. Our advice is confined to legal matters relevant to the specific engagement excluding tax matters or potential tax implications. Insofar as we provide mathematical calculations or express views or mention factors relating to non-legal matters, we accept no liability for any potential consequences of this. Our advice never implies a guarantee of a given outcome.
- 2.2 We can only give advice on the legal position in the jurisdiction in which we operate. Based on our general experience, we may express views on legal issues in other jurisdictions, but the views we express in these cases do not constitute advice on which you are entitled to rely. However, we have an extensive network of lawyers qualified in other jurisdictions.
- 2.3 The advice we provide to you in an engagement is based on the legal position at the time it is given. Unless specifically otherwise agreed, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal position.
- 2.4 Newsletters and seminars through which we provide information on a general basis as to legal developments in various areas shall not be construed as legal advice.

3. FEES AND EXPENSES

- 3.1 Our fees are set in accordance with the rules of the Swedish Bar Association. Unless otherwise agreed, our fees are based on multiple factors such as: (i) time spent; (ii) skills and experience required; (iii) time constraints; and (iv) result achieved.
- 3.2 On request, we will provide you with a fee estimate at the start of an engagement. Unless otherwise agreed in each case, a fee estimate provided by the Firm is a non-binding best effort estimation of the cost of all or part of an engagement. Depending on the nature of the engagement, we may also agree on a budget or other fee arrangement. All fees are exclusive of value added tax, sales tax and similar taxes, which will be charged at the statutory rate applicable in the relevant jurisdiction.

- 3.3 In addition to our fees, disbursements for travel and other expenses may be charged. We normally pay limited expenses on your behalf and charge them in arrear, but we may also ask you for an advance to cover expenses or forward the relevant invoice to you for payment. Value added tax on disbursements will be charged at the statutory rate applicable in the relevant jurisdiction.

4. INVOICING

- 4.1 Unless otherwise agreed, we invoice each month by sending an invoice electronically or via postal service. If you would like us to invoice you via your invoicing system or that of a third party, this must be separately agreed before we commence our engagement. If we agree to invoice via your invoicing system or that of a third party, we cannot be held liable for loss of information or dissemination of information in invoices to unauthorised persons after we have transferred information to the system.
- 4.2 Instead of invoicing you for work performed during the relevant period, we may issue a preliminary invoice on account. If we do so, the final invoice for the engagement will specify our total fee, less fees paid on account.
- 4.3 In certain cases, we will request a retainer before we commence the work. The retainer will be used to settle future invoices. Our total fee for the engagement may be higher or lower than the retainer.
- 4.4 Unless otherwise agreed, invoices are due fifteen (15) days from the invoice date. The due date is stated on each invoice. Interest on overdue amounts shall accrue from the due date until payment in accordance with applicable law.
- 4.5 Our invoices for work done will be addressed to the natural or legal person that has engaged the Firm as client. We are therefore unable to accommodate a request to issue our invoice to any third party.

5. CLIENT IDENTIFICATION PROCEDURES

- 5.1 In certain engagements, we are under a statutory duty to ascertain our clients' identity and ownership, and to obtain information about the nature and purpose of the matter, before the work is begun. We may therefore ask you to provide us with information including evidence of your identity and/or the identity of any other person involved in the matter on your behalf, and, in the case of legal entities, the individuals having ultimate control over them (the ultimate beneficial owners), as well as information and documentation showing the origin of funds and other assets. We are also obliged to verify the information provided to us, and for that purpose may obtain information from external sources. We are obliged to retain all information that we have obtained in conjunction with these checks.
- 5.2 Our commitment to carrying out an engagement is subject to such engagement being permitted under applicable laws and regulations, including laws and regulations concerning economic or financial sanctions. If, during the course of an engagement, it becomes apparent that carrying out the engagement contravenes applicable laws or regulations, that our client and/or its owner is subject to sanctions, or that the engagement is otherwise affected by sanctions, we may be obliged to cease to act in the engagement.
- 5.3 We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit. We are also prevented from informing you of suspicions or that a report has been, or will be, made to the relevant financial intelligence unit. Where there are suspicions of money laundering or financing of terrorism, we are obliged to decline or cease to act in the engagement.
- 5.4 We cannot be held liable for loss or damage caused to you directly or indirectly by our compliance with the obligations we have considered to be incumbent on us under Sections 10, 5.2, and 5.3.

6. COMMUNICATIONS AND IT SERVICES

- 6.1 We communicate with our clients and other parties involved in engagements in a variety of ways, including via the internet, e-mail and video call. Although these are effective means of communication, they may involve risks for which we cannot accept any responsibility. If you would prefer us not to communicate via the internet, e-mail or video call in an engagement, please notify us in connection with your onboarding as client of the Firm.
- 6.2 Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone.
- 6.3 In order to rationalise our work processes, we use in-house and external IT services (e.g. document management systems, processing and analytical tools, collaboration platforms, e-signature services and virtual data rooms). Although we take reasonable measures to ensure that we maintain a high level of information security and availability, and that suppliers providing such IT services to us also do so, there are no guarantees that the services are risk-free. We therefore accept no liability for loss or damage arising due to use of the services.

7. WORKING WITH OTHER ADVISERS

- 7.1 If we instruct, engage and/or work together with other advisers on behalf of you, those advisers will be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them. This applies whether the adviser has given the advice directly to you or via us. Nor do we accept liability for fees or expenses charged by such advisers, whether paid by us and charged to you as disbursements or whether forwarded to you for payment. Any authority to instruct advisers includes authority to accept, on your behalf, a reasonable limitation of liability to be applicable between you and such advisers.
- 7.2 When we instruct other advisers, we may, at your request, obtain fee quotes from them and/or agree fee arrangements with them. Although we will assist you in any discussions with other advisers, we do not assume any responsibility for such quotes and/or arrangements.
- 7.3 If another adviser's liability to you is subject to a lower limitation than ours, our liability arising from any joint and several liability with that adviser shall be reduced by the amount we would have been able to recover from that adviser but for such limitation, regardless of whether the adviser would have been able to pay that amount.

8. CONFLICTS OF INTEREST

We may be prevented from acting for a party if there is a conflict of interest in relation to another client. Before accepting an engagement, we therefore check whether there is a conflict of interest in accordance with the codes of conduct applying to members of the Swedish Bar Association. Notwithstanding such checks, circumstances may arise that prevent us from acting for you in an ongoing or future engagement. If this occurs, we strive to treat our clients fairly, taking into account the codes of conduct applying to members of the Swedish Bar Association. Accordingly, it is important before and during the engagement that you provide us with any information you consider may be relevant to determine whether there is an actual or potential conflict of interest.

9. DOCUMENT MANAGEMENT

- 9.1 While an engagement is ongoing we may store documents and work results produced by us or by you or a third party electronically in a central system to provide the team working for you with easy access to necessary information.
- 9.2 After an engagement has completed, or otherwise ended, we will keep and/or store (digitally or in hard-copy form) all relevant documents and all relevant work results generated in the engagement for a period we consider appropriate for the particular type of engagement, but not for a period shorter than that required by the rules of the Swedish Bar Association. This means that we cannot fulfil a request to return or destroy a document before the archiving period has expired without

retaining a copy. When the archiving period has expired, we reserve the right to destroy documents without notifying you.

- 9.3 Unless otherwise agreed, all original documents will be returned to you when an engagement has ended. If we send valuable documents to you at your request, this will be at your own risk. We will keep a copy of those documents for our own records.

10. REPORTING TO TAX AUTHORITIES ETC.

- 10.1 In some cases we are legally obliged to provide information to the relevant tax authorities about your VAT registration number and the value of the services we have provided to you. By engaging the Firm, you accept that we will provide such information to the tax authorities in accordance with current regulations.
- 10.2 Under Council Directive (EU) 2018/822 ("DAC6") and national legislation implementing DAC6, advisers are obliged to provide information about cross-border reportable arrangements to the relevant tax authorities. The statutory duty of confidentiality to which members of the Swedish Bar Association are subject to prevents the Firm from reporting such arrangements unless you expressly instruct us to do so. If you do not instruct us to report the arrangement, you are responsible for ensuring that it is reported by you or your other advisers to the relevant tax authorities. Our duty of confidentiality also prevents us from informing your other advisers of their duty to report.

11. INSIDER LIST

- 11.1 If you are an issuer of securities that is under a duty to draw up an insider list under Article 18 of the EU Market Abuse Regulation (MAR) (596/2014/EU), and our engagement gives us access to insider information concerning you or your financial instruments, then, provided we are notified as set out below, we will draw up an insider list of the employees of the Firm who have access to the insider information. By engaging the Firm, you agree, where applicable, to notify us immediately if you consider that certain information to which we have access constitutes insider information in relation to securities issued by you. Our list will not include information about people with access to insider information other than those employed by the Firm.
- 11.2 Unless otherwise agreed, we will not keep a list of the employees of the Firm who have access to certain information about an engagement for you in any situations other than those specified in Section 11.1.

12. DATA PROTECTION

We are the controller of the personal data provided and obtained in conjunction with engagements or otherwise registered when preparing or administering an engagement. All processing of personal data takes place in accordance with current data protection legislation. See the Firm's at each time applicable "Privacy notice" at www.ajlaw.se for more information about how we process personal data.

13. COMPLAINTS

- 13.1 We are committed to ensuring that you are satisfied with our services and that we meet your expectations. If, for any reason, you are dissatisfied or have a complaint, you should us as soon as possible.
- 13.2 Any claim relating to any matter on which the Firm has advised you should be made as soon as possible. No claim may be made more than three (3) months after the date the relevant circumstances were known to you or could have become known to you after reasonable enquiries. If a claim is not made within this time, your rights to make such claim are lost. In no circumstances can a claim be presented later than ten (10) years after the advice to which it relates was given.
- 13.3 If your claim against us is based on a claim against you by a third party or a public authority, we will be entitled to answer and settle the claim on your behalf, provided we indemnify you. If you settle, compromise or otherwise take any action relating to the claim without our consent, we will have no liability for the claim.
- 13.4 If we or our insurers pay compensation to you for any claim, then, as a condition of the payment, you will be obliged to transfer any existing right of recourse against third parties by way of assignment or subrogation to us or to our insurers.

14. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- 14.1 Copyright and any other intellectual property rights in all documents and work results that we generate for clients belong to us, without prejudice to your right to use the results for the purposes for which they are provided. Unless specifically otherwise agreed, or prescribed by applicable laws, no document or other work result generated by us may be generally circulated or used for marketing purposes.
- 14.2 We protect the information you provide to us in an appropriate manner and in accordance with the codes of conduct applying to members of the Swedish Bar Association.
- 14.3 If you permit us to engage or work with other advisers on the engagement, we are entitled to provide them with material and other information that we consider may be relevant for such adviser to be able to advise or perform services for you. The same applies to material and other information that we have received because of the checks and verifications that we have carried out under Section 5.1.
- 14.4 When a specific engagement has become public knowledge, we may disclose our involvement on your behalf in our publicity material and on our website. Our disclosure may only contain information that is already in the public domain. If we have reason to believe that you may be concerned about our disclosure, we will seek your consent before disclosure is made.

15. LIMITATION OF LIABILITY

- 15.1 Our liability for loss or damage caused to you due to negligence or breach of contract on our part is limited to EUR 2,500,000 per engagement or, if our fee for the engagement is less than EUR 50,000, EUR 250,000. Without prejudice to the foregoing, you shall remain unconditionally obligated to pay all fees and other amounts invoiced by us in full and when due, without any right to withhold, set off, deduct or otherwise reduce any payment on account of any claim.
- 15.2 The monetary limitation of our liability specified in Section 15.1 also applies to multiple instances of loss or damage if they have been caused by a single act or omission or the same type of act or omission. This applies regardless of when the loss or damage was caused or incurred.
- 15.3 Our liability to you is limited to the loss or damage you incur. Among other things, this means that our liability will be reduced by all sums that may be obtained under any insurance maintained by or for you or under any contract to which you are a party or a beneficiary, unless it is contrary to your agreement with the insurance provider or third party or your rights against the insurance provider or third party are thereby prejudiced.
- 15.4 We accept no liability towards any third party due to your use of documents or other advice from the Firm.
- 15.5 Unless specifically agreed, we will not accept any liability arising from failure to meet any target dates or failure to complete any part of the work for you within a proposed time scale.
- 15.6 We are not liable for any loss, damage or delay arising due to circumstances beyond our control that we could not reasonably have been expected to foresee at the time we accepted the engagement, and whose consequences we could not reasonably have avoided or surmounted.
- 15.7 Notwithstanding the other provisions of Section 15, the Firm will be liable towards you for loss or damage caused by its wilful misconduct.

16. DIFFERENT LANGUAGE VERSIONS

These Terms have been produced in Swedish and English. The Swedish version applies to clients domiciled in Sweden. The English version applies to all other clients. English terms used in these Terms shall be construed solely on the basis of Swedish legal tradition and laws, not on the basis of any other country's legal tradition or laws.

17. AMENDMENTS

These Terms may be amended by us from time to time. The latest version is always available on our website: www.ajlaw.se. Amendments to the terms and conditions will become effective only in relation to engagements begun after the amended version is posted on our website.

18. GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 These Terms and all issues concerning them, all matters on which we have advised you and all services we have provided to you are governed by and shall be construed in accordance with Swedish substantive law.
- 18.2 Except as set out Sections 18.4 and 18.5, any dispute, controversy or claim that may arise out of or in connection with these Terms or the breach, termination or invalidity of the Terms, any specific conditions governing the matter or concerning any matter on which we have advised or failed to advise you, will be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute. The seat of arbitration will be Malmö, Sweden.
- 18.3 Each party undertakes to ensure that all arbitral proceedings conducted in accordance with Section 18.2 are kept strictly confidential. This undertaking includes, inter alia, the fact that arbitral proceedings have been initiated, all information disclosed during the course of such proceedings, as well as any decision or award made or declared during the proceedings. Notwithstanding, this section shall not restrict or prevent disclosure by a party if and to the extent such disclosure (i) is necessary in order to safeguard its rights towards the other party in connection with the dispute or towards its insurer, (ii) is required of the party in accordance with law, stock exchange rules or similar applicable laws, or (iii) has been approved, in advance, in writing by the other party.
- 18.4 Under certain conditions, clients who are consumers may turn to the Swedish Bar Association Consumer Disputes Committee to have fee disputes and other financial claims against us tried. Visit www.advokatsamfundet.se/Konsumenttvistnamnden for further information.
- 18.5 Notwithstanding anything to the contrary, we are entitled to commence proceedings against you for the payment of any sum due to us in any court with jurisdiction over you or any of your assets.