



Advokatfirman Segerström

General Terms and Conditions

These terms and conditions apply to all assignments carried out by Advokatfirman Segerström AB, reg. no. 559084-5144 (the Law Firm or We), through its partners and employees on behalf of the client, unless otherwise follows from mandatory law, the Swedish Bar Association's Code of Professional Conduct, or a specific agreement. The same applies to court-appointed assignments. When You engage us, You are thereby deemed to have accepted these general terms and conditions.

1. General

- 1.1 Within the framework of the law and the Swedish Bar Association's Code of Professional Conduct, the Law Firm will, to the best of its ability, safeguard the client's interests. This means, inter alia, that assignments will be carried out with due care, accuracy and appropriate promptness and with consideration given to ensuring that the client does not incur unnecessary costs.
- 1.2 As a main rule, when a prospective client contacts the Law Firm, we schedule a personal meeting. Deviations from this may be made for geographical reasons. In such cases, we maintain an email dialogue that is followed up by oral contact to ensure that no misunderstandings arise. The client describes their problem and we can assess and explain what possibilities we have to assist the client in the situation at hand.
- 1.3 At the beginning of an assignment, we agree on the scope of our services and which persons will work on the assignment. The scope may thereafter be changed, increased or reduced, and we may need to change persons in the team. You will have access to the Law Firm's combined expertise in the form of all its lawyers.
- 1.4 Before an assignment is commenced, the Law Firm carries out customary checks to ensure that no conflict of interest or other circumstance exists that constitutes an obstacle under the Swedish Bar Association's Code of Professional Conduct to the Law Firm accepting the assignment. Such checks will also be carried out during the course of the assignment if new circumstances arise.



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1.5 The agreement regarding the assignment is an agreement with the Law Firm and not with any individual associated with the Law Firm. We accept Your assignment as an assignment for the Law Firm and not for an individual person.

1.6 In accordance with the Swedish Bar Association's Code of Professional Conduct, we have the right to decline a proposed assignment.

2. Fees and costs

2.1 Our fees are charged in accordance with principles consistent with the Swedish Bar Association's Code of Professional Conduct and are determined on the basis of a number of factors, mainly time spent, complexity, the expertise, skill, experience and resources required by the assignment, the values involved, any risks to the Law Firm, time pressure and the results achieved. The Law Firm's hourly rates are normally adjusted once per year. All fee amounts are stated exclusive of value-added tax (VAT).

2.2 In addition to fees, we charge compensation for necessary or reasonable expenses. This may include, for example, registration fees, investigation costs, costs for other advisers and experts, courier and travel expenses, accommodation costs, copying, fax and telephone.

2.3 In some matters, the client may have the opportunity to make use of insurance coverage to cover part of their legal fees. Most home and business insurance policies include a legal expenses cover. The scope of such cover varies somewhat between insurance companies, but a general requirement is usually that the matter concerns a dispute that can be tried by a general court. In addition, there are a number of exceptions and limitations for different types of disputes, as set out in the various insurance terms. To obtain a clearer understanding of any applicable legal expenses cover in a particular assignment, the insurance terms must therefore be examined in the individual case. The Law Firm can assist the client in investigating the possibilities of using any legal expenses insurance and handle contacts with the insurance company.

2.4 In court proceedings and arbitration proceedings, the losing party may be ordered to pay the winning party's litigation costs (including legal fees). However, it occurs that the winning party is not compensated for all litigation costs by the opposing party. Regardless of



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whether You are the winning or losing party, You must nevertheless pay in full for the services we have performed and for the costs we have incurred in connection with our assignment. If our fees and costs are to be financed by making use of a legal expenses insurance, You must still pay fees and costs to the extent they exceed what is paid under the insurance.

3. Invoicing

3.1 Unless otherwise agreed, we invoice monthly. Upon request, we provide regular information regarding accrued fees. Instead of invoicing work performed during the relevant period, we may issue an interim invoice (a conto) for our fees. In such cases, the final invoice for the assignment shall state the total amount of our fees, from which the fees paid on account are deducted. In certain cases, we may request an advance payment before commencing the assignment.

3.2 Advance payments are paid into a client funds account and will be used to settle future invoices. The total amount of our fees for the assignment may be higher or lower than the advance payment. Unless otherwise agreed, our invoices fall due for payment 10 days after the invoice date. Default interest is charged in accordance with the Swedish Interest Act (1975:635).

4. Client identification

4.1 Under law, we are obliged, in connection with certain assignments, to verify our clients' identity and ownership structure and to ascertain the nature and purpose of the matter before the assignment is commenced. We may therefore request, inter alia, identification documents relating to You and other persons involved in the assignment on Your behalf and, in the case of a legal entity, the natural persons who have ultimate control thereof, as well as information and documentation showing the origin of funds and other assets.

4.2 We are also obliged to verify the information provided to us and, for this purpose, we may obtain information from external sources. All information and documentation obtained by us in connection with these checks will be retained by us.



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4.3 Under law, we are obliged to report suspicions of money laundering or terrorist financing to the Financial Intelligence Unit.

4.4 When You engage us, You are thereby deemed to have consented to our processing of Your personal data for the purposes stated above.

5. Advice

5.1 Our advice is tailored to the circumstances of the individual assignment, the facts presented to us and the instructions You give us. We are entitled to assume that these circumstances, facts and instructions are complete and correct. Therefore, You may not rely on the advice in another assignment or use it for any purpose other than that for which it was provided.

5.2 Our advice in a specific assignment does not cover possible tax consequences. We do not provide financial or accounting advice, nor do we provide commercial recommendations on whether a particular investment or transaction should be carried out or not.

5.3 Unless otherwise specifically agreed, we do not undertake to update the advice we have provided in light of subsequent changes in the legal position.

5.4 We only provide advice on the legal position in Sweden and therefore do not provide advice on the legal position in any other jurisdiction. Based on our general experience of other jurisdictions, we may, however, express opinions on legal issues in other jurisdictions. This is done solely to share our experience and does not constitute legal advice.

6. Limitation of liability

6.1 Our liability for pure economic loss caused to You as a result of error or negligence on our part in the performance of the assignment is limited to direct loss and to an amount not exceeding three million Swedish kronor.

6.2 Our liability towards You shall be reduced by all amounts that can be obtained under any



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insurance policy that You have taken out or that has been taken out for You, or under any agreement or indemnity to which You are a party or beneficiary, unless this is incompatible with Your agreement with an insurer or other third party or if Your rights against an insurer or third party are restricted as a result.

- 6.3 We assume no liability towards any third party as a result of Your use of documents or other advice from the Law Firm. If we, at Your request, in a particular case, expressly accept in writing that a third party may rely on a document prepared by us or advice given by us, this shall not increase or otherwise affect our liability, and we shall only be liable to such third party to the extent that we are liable to You. Any amounts paid to a third party as a result of such liability shall correspondingly reduce our liability towards You and vice versa. Under no circumstances shall a client relationship arise between us and such third party. Notwithstanding the other provisions of this clause, the Law Firm shall always be liable towards You for damage caused through intent or gross negligence.

7. Cooperation with other advisers

- 7.1 When we instruct other advisers, we may, at Your request, obtain fee quotations from them and/or agree fees with them. Even though we may assist You in discussions with other advisers, we assume no responsibility for such quotations and/or agreements. If several advisers are liable towards You for a loss suffered by You, our liability for compensation shall be limited to the proportion of the loss corresponding to our fee in relation to the total fees of all liable advisers combined (regardless of whether such other advisers have excluded or limited their liability or would be unable to pay their share of the total claim).
- 7.2 When we instruct other advisers, we may, at Your request, obtain fee quotations from them and/or agree fees with them. Even though we may assist You in discussions with other advisers, we assume no responsibility for such quotations and/or agreements. If several advisers are liable towards You for a loss suffered by You, our liability for compensation shall be limited to the proportion of the loss corresponding to our fee in relation to the total fees of all liable advisers combined (regardless of whether such other advisers have excluded or limited their liability or would be unable to pay their share of the total claim).



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8. Communication

- 8.1 We communicate with our clients and others involved in an assignment in several ways, including via the Internet and email. This entails risks from a security and confidentiality perspective. We assume no responsibility for such risks.
- 8.2 If You prefer that we do not communicate via the Internet or email in connection with an assignment, please inform the responsible lawyer accordingly.
- 8.3 Our spam and virus filters and other security measures may sometimes reject or filter out legitimate email. You should therefore follow up important email by telephone.

9. Intellectual property rights

- 9.1 Copyright and other intellectual property rights to the work results we generate in an assignment belong to us, but You have the right to use the results for the purposes for which they were produced. Unless otherwise specifically agreed, no document or other work result generated by us may be distributed to the public or used for marketing purposes.

10. Confidentiality

- 10.1 We protect, in an appropriate manner and in accordance with the Swedish Bar Association's Code of Professional Conduct, the information that You provide to us. In certain cases, however, we are obliged by law to disclose such information. In addition, the Swedish Bar Association's Code of Professional Conduct permits us to disclose such information in certain situations. Where we perform an assignment for more than one client, we have the right to disclose such material and other information provided by one of the clients to the other clients. In certain cases, we also have an obligation under the Swedish Bar Association's Code of Professional Conduct to provide other clients with such material and information.
- 10.2 If, in the assignment, we engage or cooperate with other advisers or experts, we have the right to disclose such material and other information as we consider may be relevant in order for the adviser or expert to provide advice to or perform other services for You.



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10.3 When a matter has become publicly known, we have the right, in our marketing, to provide information about our involvement and other information that is already publicly known. In these situations, we may also, unless You inform us otherwise, display Your logos in our marketing material. The same applies in relation to a matter that is not publicly known if You have consented to our public disclosure of our involvement.

11. Conflicts of interest

11.1 We may be prevented from accepting an assignment if there is a conflict of interest in relation to another client. Therefore, we conduct a check to determine whether a conflict of interest exists in accordance with applicable rules of the Swedish Bar Association's Code of Professional Conduct before accepting an assignment.

11.2 Despite such checks, circumstances may arise that prevent us from representing You in an ongoing or future assignment. Should this occur, we will endeavour to treat our clients fairly, taking into account applicable rules of the Swedish Bar Association's Code of Professional Conduct. In view of the foregoing, it is therefore important that You, before and during the assignment, provide us with the information You consider may be relevant in determining whether an actual or potential conflict of interest exists.

12. Archiving

12.1 When an assignment has been completed or otherwise terminated, we will archive (with us or with a third party and in paper or electronic form) essentially all documents and work results from the assignment. The documents and work results will be archived for the period which, in our opinion, is required by the nature of the assignment, but never for a shorter period than that required by law or the Swedish Bar Association's Code of Professional Conduct.

12.2 Since we are obliged to archive essentially all documents and work results generated in the assignment, we cannot accommodate a request to return (without making and retaining a copy) or destroy a document or work result before the archiving period has expired.



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13. Complaints

- 13.1 If You have views on how an assignment is/has been handled, You are encouraged in the first instance to contact the lawyer responsible for the assignment. A client who is dissatisfied may also submit a disciplinary complaint against the lawyer or lawyers who performed the assignment by writing to the Swedish Bar Association.
- 13.2 If You have a claim for damages in connection with a performed assignment, this must be submitted immediately in writing to the Law Firm, stating the grounds for the alleged liability. Claims may not be submitted later than six months after the later of (i) the date on which the final invoice was issued for the assignment to which the claim relates and (ii) the date on which the relevant circumstances became known to You or, after reasonable investigation, could have become known to You. Under no circumstances may a claim be submitted later than ten years after the advice to which the claim relates was provided.
- 13.3 Any objection to the amount of our invoiced fee must be submitted no later than before the invoice falls due for payment.
- 13.4 The Consumer Disputes Board reviews fee disputes and other financial claims that a consumer directs against a lawyer or a law firm. Further information about the Consumer Disputes Board's activities is available at:
www.advokatsamfundet.se/konsumenttvistnamnden

14. Ändringar

- 14.1 Amendments 14.1 These terms and conditions may be amended by us from time to time. The latest version is always available on our website, www.advokatsegerstrom.se
- 14.2 Amendments to the terms and conditions apply only to assignments commenced after the amended version has been published on our website. A copy of the latest version of these terms and conditions will be sent to You upon request.



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15. Language

- 15.1 In the event of any discrepancy between this English version and the Swedish version, the Swedish version shall prevail.

16. Governing law and dispute resolution

- 16.1 These general terms and conditions, including the arbitration clause in this section, and any specific terms for the assignment, as well as all issues arising in connection with them, our assignment and our services, shall be governed by and construed in accordance with substantive Swedish law. Any dispute arising in connection with these general terms and conditions, any specific terms for the assignment, our assignment or our services shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The language to be used shall be Swedish, unless we agree with You to instead use English.
- 16.2 Arbitration proceedings initiated with reference to this section, as well as information disclosed during the proceedings and any decisions or arbitral awards rendered in connection with the proceedings, are subject to confidentiality and may not, without the express consent of the opposing party, be disclosed to any third party. A party shall not, however, be prevented from disclosing such confidential information in order to safeguard its rights vis-à-vis the other party or an insurer, or if such disclosure is required by law or applicable stock exchange rules or similar mandatory regulations.
- 16.3 Notwithstanding anything stated in this section, the Law Firm has the right to bring an action regarding overdue claims before courts that have jurisdiction over You or any of Your assets.



Advokatfirman Segerström

Advokat Segerström AB
Östra Vittusgatan 36
371 33 Karlskrona
www.advokatsegerstrom.se

Phone: 0455-100 70
Email: markus.segerstrom@advokatsegerstrom.se
Reg. no: 559084-5144
Momsregnr. / VAT-nr: SE559084514401

Bankgiro: 5744-9001
Approved for F-tax