

These general terms and conditions apply to all services that Kastell Advokatbyrå AB ("Kastell") renders its clients. The Swedish Bar Association's code of conduct also applies to the services provided by Kastell.

1. Application and interpretation

- 1.1 The term client, in these general terms and conditions, refers to a legal entity or individual instructing Kastell. When a client engages Kastell in a matter the client is deemed to have accepted these general terms and conditions.
- 1.2 Subject to clause 16.1 below, any variations from these general terms and conditions must be agreed upon in writing in order to take effect.
- 1.3 When a client engages Kastell, a contractual relationship with Kastell is entered into and not with an individual partner or any other individual employed at Kastell. This shall be the case even if the client has expressly, or implicitly, requested that the services be performed by one or more specific individuals. Unless otherwise provided for by statutory requirements, neither individual nor any legal entity connected to Kastell shall therefore have any liability to Kastell's clients.
- 1.4 For the purposes of these general terms and conditions and, if applicable, the engagement letter, "services" shall include legal advice as well as all other services provided for by Kastell. All parts and aspects of a matter shall altogether be considered to be one single "engagement" irrespective of whether it involves several legal entities or individuals, encompasses several instructions (given on the same or on different occasions), is dealt with by several teams within Kastell, addresses several areas of law or whether separate invoices are issued, or whether Kastell is acting for several legal entities or individuals.

- 1.5 All Kastell partners and all other persons that work for, or are engaged by, Kastell are covered by these general terms and conditions.

2. Identification, personal data, and duty to inform public authorities

- 2.1 Kastell is under a legal obligation to perform a preliminary check on the identity of a client and where applicable the ownership structure of a legal entity, as well as to seek information regarding the assignment and in certain instances the origin of funds and other assets. Kastell may therefore request information which Kastell deems necessary to comply with this obligation. Such information may include company documents, identification papers as well as documentation indicating the origin of funds and other assets. In addition, Kastell may also obtain information from other sources, for instance databases. All information and documentation obtained by Kastell is to be retained by Kastell.
- 2.2 Kastell is the controller of your personal data which has been obtained in conjunction with assignments and assignment requests. This personal data may be supplemented by collecting information from private or public records or other external sources. The personal data is to be handled for the purpose of evaluating whether we can accept the assignment as well as for the administration and execution of the assignment. The legal grounds for the handling of such data is to fulfill agreements with clients as well as to fulfill our duties under law, such as those set forth in this paragraph 2. In addition, we may use the data for marketing purposes (invitations to seminars and other events), business and methodological development, market analyses, statistics and risk management. The data processed for these purposes is to be handled on the basis of our legitimate interest in developing the

business and communication with our contacts. We mainly process the following categories of personal information: names, email addresses, titles, photos, debit card numbers, credit card numbers and other bank-related information. Upon engaging Kastell, the client agrees that Kastell handles the client's previous and current beneficial owners' personal data (including those obtained from private or public records or other external sources) also for marketing purposes. The client is responsible for all interested parties upon acceptance of these Terms and Conditions. The client may at any time object to Kastell's handling of personal data whereby Kastell shall cease to process your personal information or retrieve new data provided that it is not necessary to fulfill our contractual obligations, the Swedish Bar Association's regulations, or statutory law. Such a revocation by the client may imply that we can no longer fulfill our obligations with the client. Personal data is stored, in accordance with the Swedish Bar Association's Statutes and its Code of Conduct, for a period of ten years from the date of completion of the assignment, or for an extended period of time due to the nature of the assignment, or in the event that retrospective legal action may be linked to the assignment or a part thereof. Data processed for the purpose of developing, analyzing and marketing the law firm's activities is stored for a period of ten years after the last contact with the client. Personal data may be transferred between the law firm's group companies for the purpose of performing conflict of interest and money laundering checks, as well as for the exchange of information and knowledge, and resource allocation. We will not disclose personal information to third parties other than in cases in which (i) it is specifically agreed upon between the law firm and the client, (ii) it is necessary within the framework of a particular assignment to exercise

the client's rights, (iii) it is necessary for Kastell to comply with statutory duties or to comply with public authority decisions or court judgments; or (iv) in the event that we hire third-party service providers who perform assignments on our behalf. The information may be disclosed to courts, authorities, counterparties and counterparty agents if necessary for the purpose of safeguarding the client's rights. In cases where Kastell discloses personal information to third parties, confidentiality agreements shall be entered into for the purpose of ensuring that personal data is processed in a satisfactory manner. If the client requires information about the personal data that is being handled by Kastell, or requests access, or amendments, or deletion of personal data, or wishes to limit the scope, or to object to the processing, or wishes to relocate the personal data (right to data portability), or have other questions about Kastell's processing of personal data, the client is invited to contact Kastell in the manner set out in paragraph 12.1 below or by sending an email to personuppgifter@kastelladvokatbyra.se. The client is entitled to object to the use of personal data for direct marketing purposes, and to lodge a complaint with the Swedish Data Protection Authority.

- 2.3 Kastell is obliged to decline an engagement, or if work has already commenced, withdraw from the engagement if Kastell suspects that money laundering or financing of terrorism is being or has been committed by a client. Furthermore, Kastell is bound by a duty to report any such suspicions to the Financial Intelligence Unit within the police force and is prohibited from informing the client regarding its suspicions, or that it has made or is contemplating making disclosures to the said authorities.
- 2.4 In some instances Kastell is under a legal obligation to provide infor-

mation to the tax authorities concerning the client's VAT number and the value of the services rendered to a client. When instructing Kastell, the client has consented to Kastell providing such information to the tax authorities pursuant to applicable rules.

- 2.5 Kastell is not liable to the client for any loss or damage incurred directly or indirectly as a result of Kastell's compliance with the duties outlined in clauses 2.1-2.4 above.

3. Authority

When a client instructs Kastell the client thereby grants Kastell the right, unless the client advises otherwise, to take any such action which Kastell considers necessary or desirable to carry out the engagement and incur reasonable costs on the client's behalf in connection therewith. For instance, Kastell shall have the right to engage other advisers and professionals. If Kastell engages other advisors and professionals, Kastell may ask that the client enters into a contractual relationship with them and thereby assumes direct responsibility to them for the payment of their fees and costs.

4. Team and services

- 4.1 For each engagement one of Kastell's partners will be primarily responsible for the provision of our services (the client matter partner). The client matter partner is responsible for deploying those lawyers and other staff deemed necessary or desirable to ensure that the matter is handled appropriately. At the outset of an engagement the client matter partner may issue an engagement letter setting out the scope of the matter and *inter alia* referring to these general terms and conditions.
- 4.2 Kastell's services are tailored to the circumstances of the specific engagement, the facts presented to Kastell and the instructions that the

client provides to Kastell. Accordingly, a client cannot rely on advice for any other matter than for the matter for which it was rendered, and neither can the client use it for any purpose other than for the specific engagement for which the advice was provided.

5. Market abuse directive

Kastell expects that the client informs Kastell, when the client so wishes, that Kastell establish and maintain an insider list to comply with the client's obligations under the Market Abuse Directive (2003/6/EC) and the underlying rules (collectively referred to as "MAR"). If the client requests a copy of an insider list that the client has instructed Kastell to maintain, Kastell will provide it in due course at any time within a period of five years and one day after the list was prepared or dated. The client is required to keep confidential any insider list provided by Kastell and to use it only in order to comply with MAR.

6. Communication

- 6.1 A client can decide how communication shall be set out in a specific matter by making specific instructions to the client responsible partner. If a client has not made any specific instructions, Kastell shall communicate to the client, and those involved in a specific matter, in several ways including by way of e-mail and via the Internet. Although e-mail and Internet are effective means of communication they involve security and confidentiality risks for which Kastell cannot assume any responsibility.
- 6.2 Kastell's spam and virus filters and other security arrangements may sometimes reject or filter out legitimate e-mails. As a result, a client should follow-up important e-mails by telephone to ensure the addressee has received them.

7. Intellectual property rights

The copyright and other intellectual property rights in work products generated by Kastell in a matter vest in Kastell, however, the client has 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 Kastell may be generally circulated or used for marketing purposes.

8. Confidentiality and disclosure of information

8.1 Kastell protects the information provided by the client in an appropriate manner and in accordance with the code of conduct. However, Kastell may, in certain instances, be required by law or permitted by the code of conduct to disclose such information.

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

8.3 If Kastell engages or liaises with other advisers or professionals in the course of an engagement, Kastell may communicate to them all materials and other information which Kastell deems relevant to assist them in advising or carrying out other work for the client. The same applies to materials and other information that Kastell has obtained as a consequence of the checks and verifications carried out by Kastell pursuant to clause 2 and its sub-clauses.

8.4 When a particular matter has become publicly known, Kastell has the right to disclose its involvement in the matter and other public domain information related to it on

Kastell's website as well as other marketing material.

9. Fees and expenses

9.1 Kastell has the right to reasonable fees for its work, as set out below, as well as value added tax in cases when Kastell is obliged to charge such tax.

9.2 Unless otherwise agreed, Kastell's fees follow the code of conduct, and our fees are normally determined on the basis of a number of factors such as time spent, the complexity of the work, the qualifications, expertise, experience and resources required, the amounts involved, the potential risks assumed by Kastell, time constraints and the result achieved.

9.3 Upon request, Kastell can, wherever possible, provide a client with an estimate of Kastell's likely fees and charges at the outset of an engagement and update the client on the fees and charges incurred as work progresses. Estimates are based on the information made available to Kastell at the time of the estimate and cannot be regarded as an offer for a fixed quote.

9.4 Kastell may upon request accept other fee arrangements such as a fixed fee or fee cap

9.5 In addition to fees, Kastell may request reimbursement for actual costs such as travelling and other disbursements. If disbursements are made in a currency other than Swedish Kronor (SEK) then Kastell has the right to compensate for any currency fluctuations between the date of the invoice and the date of payment.

10. Invoicing and payment

10.1 Kastell's normal practice is to issue invoices to its clients on a monthly basis. Instead of invoicing for time spent during the time period stated on the invoice, Kastell may issue on

account (preliminary) invoices. An on account invoice sets out an amount to be paid for work carried out on the matter in anticipation of the final invoice. After on account invoicing Kastell will issue a final invoice setting out the total cost for the matter or a particular part of the matter, with the fees and expenses payable according to any preliminary invoice deducted.

- 10.2 In certain cases, Kastell may request an advance payment. Such a request is not an estimate of Kastell's fees or charges. Advance payments are deposited on a client account, which is kept separate from Kastell's own funds. Kastell may use these funds for the payment of its invoices.
- 10.3 Each invoice sets out its due date (normally not less than 30 days from the invoice's issue date). If an invoice is not paid, interest on the balance owing will be charged at the statutory rate applicable under the Swedish Interest Act from the due date until receipt of payment.
- 10.4 In litigation and arbitration, the losing party can be ordered to pay the litigation costs (including legal fees) of the winning party. It is, however, rare that the losing party is ordered to pay all the legal fees incurred by the winning party. Irrespective of whether a client is the winning or losing party the client shall pay Kastell its fees and costs for the services rendered in representing the client in litigation or arbitration.
- 10.5 If Kastell's fees and expenses are to be financed by the client making use of legal costs and expenses insurance, the client must still pay Kastell's fees and expenses to the extent they exceed whatever is paid out under the insurance policy.
- 10.6 If a client asks Kastell to address an invoice to someone else, Kastell may accommodate such a request only if it is evident that the arrangement will not violate any laws, the

identity and other matters outlined in clause 2 and its sub-clauses have been verified in respect of the addressee of the invoice and that the client, on demand, will promptly pay any amounts which have not been paid by the addressee of the invoice on the due date. No client relationship with such addressee is assumed.

- 10.7 In the event of non-payment or partial non-payment Kastell has the right to withdraw from the engagement with immediate effect after the elapse of a time period stipulated in a written reminder of payment.

11. Liability and limitations

- 11.1 Kastell's liability for any loss or damage suffered by the client as a result of error, negligence or breach of contract on Kastell's part is limited in respect of each matter to the sum of fifty (50) million Swedish Kronor (SEK) or, if Kastell's fees in the matter is less than one million Swedish Kronor (SEK) the limitation is set at five million Swedish Kronor (SEK).
- 11.2 Kastell's liability shall be reduced by any amount which the client may obtain under any insurance maintained by or for the client or under any contract or indemnity to which the client is a party or a beneficiary, unless it is contrary to the terms of the insurance or the terms of the contract or the indemnity and the client's rights pursuant to the insurance, the contract or indemnity is not prejudiced thereby.
- 11.3 Other advisers and professionals shall be deemed to be independent of Kastell (and irrespective of whether Kastell has engaged them, or if the client has engaged them directly). Hence, Kastell assumes no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their advice or other services they have provided. This

applies regardless of whether they report to Kastell or to the client.

- 11.4 If the client has accepted any exclusion or limitation of liability in relation to any other adviser or professional, then Kastell's liability shall be reduced by the amount of the contribution that Kastell could have been able to recover from that adviser or professional if its liability had not been excluded or limited (and regardless of whether that other adviser or professional would have been able to pay the contribution to Kastell).
- 11.5 Kastell shall not have any liability for any loss or damage suffered as a result of the use of Kastell's services or advice in any other context or for any other purpose than for which it was provided. Except as stipulated in clause 11.8, Kastell shall not have any liability for any loss or damage suffered by any third party through the use, by the client, of Kastell's services or advice.
- 11.6 Kastell does not provide tax advice. Kastell is therefore not liable for loss or damage suffered by the client by means of tax or tax surcharge being imposed or any risk thereof being imposed as a result of our services.
- 11.7 Kastell does not accept any liability for any loss or damage suffered as a result of events beyond its control when said events could not have been reasonably anticipated at the time Kastell accepted the engagement and the results of which Kastell could not have reasonably avoided or overcome.
- 11.8 If, upon the client's request, Kastell agrees that an outside party may rely on Kastell's work products or advice, this will not increase or otherwise affect Kastell's liability to Kastell's disadvantage. Kastell can only be held liable to such an outside party to the extent Kastell would have been liable to the client. Any amount payable to an outside

party as a result of such liability will reduce Kastell's corresponding liability to the client and vice versa. No client relationship with such an outside party is assumed. The aforesaid also applies if Kastell, at the client's request, agrees to issue certificates, opinions or the like to an outside party.

12. Procedure for complaints and claims

- 12.1 If a client for any reason is dissatisfied with Kastell's services and wishes to make a complaint, the client ought to inform the client matter partner as soon as possible. Alternatively the client may contact Kastell's managing partner (contact details are set out on Kastell's website www.kastelladvokatbyra.se under the tab "Contact Details").
- 12.2 Claims shall be made to Kastell's managing partner (contact details are set out on Kastell's website www.kastelladvokatbyra.se under the tab "Contact Details") within 60 days of becoming aware, or could have become aware, of the circumstances giving rise to the grievance. No claim may be made thereafter. Under no circumstances may a claim be made after the expiry of 24 months after the date of Kastell's last invoice for the matter to which the claim refers.
- 12.3 If a client's claim is based on a claim against the client by a public authority or other third party, Kastell or Kastell's insurers shall be entitled to object to or meet and settle such claim on the client's behalf, provided that the client is indemnified by Kastell taking into account the limitations of liability in these general terms and conditions and, if applicable, the engagement letter. If the client objects to or meets, settles or takes any other measure in relation to such claim without Kastell's consent, Kastell will not accept any liability for such a claim.

- 12.4 If Kastell or Kastell's insurer reimburses the client in respect of a claim, the client shall, as a condition for such reimbursement, transfer the right to recourse against third parties to Kastell or Kastell's insurers by way of subrogation or assignment.
- 13. Professional indemnity insurance**
- Kastell maintains professional indemnity insurance in addition to the Swedish Bar Association's compulsory indemnity insurance.
- 14. Termination of an engagement**
- 14.1 A client may terminate the engagement with Kastell at any time by requesting Kastell in writing to withdraw from the engagement. However, the client making such a request shall still pay Kastell for the services that have been rendered and for expenses Kastell has incurred prior to the date of termination.
- 14.2 The Law and code of conduct rules stipulate under which circumstances Kastell has the right or the obligation to decline or withdraw from an engagement. Among other things, this may be the case in the event of inadequate client identification, suspicions of money laundering or financing terrorism, conflict of interest, failure to pay Kastell's fees, inadequate instructions, or lack of confidence and trust between Kastell and the client. If Kastell withdraws from an engagement, then the client must still pay Kastell for the services Kastell has rendered and for expenses Kastell has incurred prior to the date of the withdrawal. An engagement will in any event terminate when an engagement has been completed.
- 15. Document retention**
- 15.1 After the completion or termination of an engagement, Kastell will store (at its premises or with a third party) essentially all documents and work products of its services accumulated or generated in a matter. The documents will be stored for a period of time that Kastell deems to be adequate for the particular engagement in question. However, under no circumstances for a period of time shorter than that required by law or under the code of conduct rules.
- 15.2 Kastell is under an obligation to retain essentially all documents and work products accumulated or generated in a matter. Kastell cannot therefore meet any request to return (without making and retaining a copy) or destroy a document or work product in advance of the expiration of the retention period.
- 16. Amendments, prevailing terms and language versions**
- 16.1 These general terms and conditions may be amended by Kastell from time to time. The current version may always be viewed on Kastell's website www.kastelladvokatbyra.se. Any amendments to these terms and conditions will only become effective in relation to matters which have been initiated after the amended version was posted on Kastell's website.
- 16.2 If an engagement letter has been issued to the client in relation to a specific matter then the terms in the engagement shall prevail over these general terms and conditions, in the event that there is any inconsistency between the terms in the engagement letter and the general terms and conditions.
- 16.3 These terms and conditions have been made in Swedish and English. The Swedish language version applies to clients domiciled in Sweden. The English language version applies to all other clients.
- 17. Governing law and dispute resolution**

- 17.1 These general terms and conditions and (if applicable) the engagement letter and all issues in connection with them, Kastell's engagement and Kastell's services shall be governed by and construed in accordance with Swedish substantive law.
- 17.2 Any dispute arising out of or in connection with these general terms and conditions, the engagement letter (if applicable), Kastell's engagement or Kastell's services, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish unless Kastell and the client agree to use English.
- 17.3 All arbitral proceedings conducted with reference to clause 17.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be considered confidential and may not 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 to an insurance policy underwriter or if the party is required to so disclose pursuant to statutory requirements or rules for issuers of securities and similar.
- 17.4 Notwithstanding clause 17.2, Kastell shall be entitled to commence proceedings for the payment of any amount due to Kastell from the client in any court with jurisdiction over the client or any of the client's assets.
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