

General terms and conditions

(version 2025:1)

1 Application

1.1 These general terms and conditions apply, in addition to the code of conduct established by the Swedish Bar Association (the “**Code of Conduct**”), to advice and services provided by Gernandt & Danielsson Advokatbyrå KB (“**G&D**” or “**we**”) in any engagement (“**engagement**” or “**matter**”). By providing us with instructions for our engagement, you are deemed to have accepted these general terms and conditions.

1.2 Any amendments to, or deviations from, these general terms and conditions must be agreed in writing.

1.3 These general terms and conditions shall apply to all aspects of a matter, irrespective of whether the matter involves several parts, or we are acting for several entities or individuals or whether separate invoices are issued.

1.4 Your contractual relationship in the engagement is solely with G&D and not with any other legal entity or individual associated with G&D. Except as provided under mandatory law, no other entity or individual than G&D shall have any liability for advice or services provided by G&D (including shareholders, board members, managing partners, employees or consultants). Irrespective of the foregoing, any legal entity or individual associated with G&D (e.g. a shareholder, a board member, a managing partner, an employee or a consultant) shall have the benefit of these general terms and conditions and any engagement letter.

2 Client identification, etc.

2.1 We are required by law to investigate the identity of our clients and their ownership structure as well as to request information about the nature and objective of the matter in which we are engaged. Furthermore, in some cases we are obliged to obtain information on the origin of funds and other assets. Consequently, we may ask you to provide us, without delay, identification documents and detailed information about your ownership structure and the matter in question, as well as documentation demonstrating the origin of funds and other assets. In addition, we may be required to verify such information through independent external sources, e.g. data bases. We are required by law to retain all information and documentation obtained in connection with the kind of measures described above.

2.2 The performance of our engagement is subject to its permissibility under applicable legal frameworks. If, during the course of an engagement, it becomes apparent that the performance of the engagement is in breach of applicable legal frameworks, that our client and/or its owner is subject to sanctions, or that the engagement is otherwise subject to

sanctions, we may be required to withdraw from the engagement.

2.3 We are required by law to report suspicion of money laundering or financing of terrorism to the police authorities. We are prevented by law to inform you that suspicion exists or that a report has been or may be made to the police authorities. In case of any suspicions of money laundering or terrorism financing, we are required by the Code of Conduct and these general terms and conditions to decline or withdraw from the engagement.

2.4 We may be required by law to provide information to the tax authorities on the VAT number of our clients and the invoiced amounts. By engaging G&D you are deemed to have consented to that we fulfil such reporting obligation. Should you object to such reporting, we may, according to the Code of Conduct and these general terms and conditions, decline or withdraw from the engagement.

2.5 We cannot be held liable for any loss or damage directly or indirectly suffered by you as a consequence of our compliance with our obligations set out in clauses 2.1–2.4 or our refusal or withdrawal from an engagement under the same clauses because we consider that we are unable to fulfil our obligations.

3 Personal Data

G&D is the controller of personal data received in connection with our performance of our engagements for our clients or otherwise processed when engagement are prepared or administrated. Please see our applicable Privacy Policy, available at www.gda.se, for further information.

4 Our services

4.1 The content and scope of our engagement may be set out in a written or oral engagement confirmation. The nature and scope of the engagement can however change during the course of the engagement, depending on your instructions or the conditions that apply to the matter from time to time.

4.2 One of G&D’s partners will be main responsible for our services in the specific engagement. The responsible partner may be assisted by one or several other lawyers. The composition of the team of lawyers working on the matter may be changed during the course of the matter.

4.3 Our services and advice are tailored only to the circumstances, facts and instructions presented to us in the specific engagement. Accordingly, you may not rely on our services or advice in any other matter or for any other purpose than the specific engagement and purpose for which the service or advice was provided. Unless we receive other

instructions from you, we will act on the instructions we receive from each of your representatives in the matter and will assume that each such representative is authorised to give instructions to us on your behalf.

4.4 Our services and advice are based on the legal situation at the time these are provided. Unless otherwise specifically agreed, we do not undertake to update the advice we have provided with regards to subsequent changes in the legal situation.

4.5 Our advice never implies a guarantee of a particular outcome.

4.6 We do not provide tax advice, financial advice, accounting advice or advice on the commercial merits of decisions, investments or transactions. Accordingly, we cannot be held liable for tax, financial, accounting or commercial consequences of the decisions, investments or transactions that you make or undertake.

4.7 Our services include only advice regarding Swedish law. If we, based on our general experience, would express a view on legal issues in another jurisdiction than Sweden, such view does not constitute advice that you are entitled to rely on. However, at your request, we would be pleased to assist you in obtaining advice from other advisors in the relevant jurisdiction.

4.8 If we engage or work together with other advisors (or professionals), any such advisor (or professional) shall be considered to be independent of us in all respects. Consequently, we assume no responsibility or liability for advice given or work carried out by other advisors or professionals, for appointing them or recommending them, irrespective of whether they report to you or to us. If you instruct us to engage other advisors (or professionals) on your behalf, such authority includes a right for us to accept limitations of liability of such advisors (or professionals), unless you inform us otherwise. We assume no responsibility or liability for fees or expenses incurred by other advisors (or professionals).

4.9 If we, together with one or several other advisors (or professionals), would be liable for the same loss or damage suffered by you, our liability for such loss or damage shall be limited to the proportion which our fee bears to the sum of the fees payable to all advisors and professionals (regardless of whether the other advisors or professionals have excluded or limited their liability or would be unable to pay their share of the total claim).

4.10 If we, together with one or several other advisors (or professionals), would be jointly and severally liable to you in relation to the same loss or damage suffered by you and another advisor's or professional's liability to you is more limited than our liability, any liability we might have to you shall be reduced by the amount which we would otherwise have been able to recover from that advisor or professional if its liability to you had not been so limited (and regardless of whether that other advisor or professional would have been able to pay the amount to us).

4.11 Newsletters and seminars through which we provide information on a general basis about legal developments in various areas shall not be considered as legal advice.

4.12 Machine transcription of conversations, meetings and similar between us and you shall not be considered as legal advice.

5 Confidentiality and insider matters

5.1 We observe confidentiality in accordance with the Code of Conduct. In certain cases, we may be obliged by law to disclose information. Furthermore, the Code of Conduct may in certain cases allow us to disclose information.

5.2 When a particular matter has become publicly known, we may in our marketing and on our website provide information about our involvement in the matter and information about the matter that is already in the public domain. In these situations we may also, unless you inform us otherwise, display your owned or licensed logotypes in our marketing material. If we have reason to believe that you do not want us to provide the information, in our marketing and on our website, we will seek your permission before doing so.

5.3 If the matter in question would involve information that requires an insider list being maintained according to market abuse law of equivalent laws and regulations and you wish us to maintain such list, we expect you to expressly request us to do so. Our list will not include information about persons with access to insider information other than those employed by G&D.

6 Communication and IT services

6.1 We communicate with our clients and other parties involved in engagements in a variety of ways. Electronic communication involves security and confidentiality risks. Furthermore, there is a risk that spam and virus filters, firewalls and other security arrangements reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone. Considering the risks involved in electronic communication, we cannot accept any responsibility for such risks. If you prefer us to communicate in a specific way, you have to notify this to the G&D partner responsible for the relevant engagement.

6.2 In order to render our work processes more effective, we use both internal and external IT services (including AI- and cloud-based services) such as document management systems, processing and analytical tools, translation tools, e-signature services and virtual data rooms. Although we take reasonable measures to ensure that we maintain a high level of information security, both with us and with the providers of these services, there are no guarantees that the services are risk-free. We therefore accept no liability for loss or damage arising due to use of these services.

7 Intellectual property rights

The intellectual property rights in work products that we generate for you in a matter vest in us although you have the right to use such work products for the purposes for which they were provided. Unless agreed otherwise, no document or other work product generated by us may be publicly distributed or used for marketing purposes.

8 Fees and expenses

8.1 Our services are charged in accordance with the Code of Conduct. Our fees shall be reasonable and are normally determined on the basis of a number of factors such as, inter alia, (i) time spent; (ii) the nature, complexity, difficulty and importance of the matter; (iii) time constraints and amount of work required to be performed beyond normal office hours; (iv) the value to which the matter relates; (v) the knowledge, skills, experience and resources required; (vi) any risks assumed by G&D; and (vii) the result achieved through our work.

8.2 At your request, we may at the outset of an engagement provide you with an estimate of our fees, and also update you on the fees incurred as work progresses. Such estimate is based solely on information available to us at the time of the estimate was made and cannot be regarded as a fixed quote.

8.3 Our hourly rates are reviewed regularly. Unless otherwise specifically agreed, our fees are calculated on the basis of the hourly rates applicable at the time the work is carried out.

8.4 In addition to the fees for our work, we will charge for certain expenses among other things courier and travelling costs, fees of other advisors and professionals, registration fees, database search fees, and other costs for external IT services as well as specifically temporary workers.

8.5 Our fees and expenses are exclusive of value added tax, which will be charged where we are required to charge such tax.

9 Sharing of information and reportable arrangements

9.1 We have a duty of confidentiality regarding all information that is entrusted to us or which we otherwise acquire knowledge of within the scope of our legal practice. In certain instances however, we have a legal obligation to disclose information which is subject to the duty of confidentiality. The Code of Conduct also allows us to disclose such information with your consent or in connection with a dispute between you and us. We reserve the right to disclose confidential information to our insurers in case of any such dispute.

9.2 If, on your instructions, we engage or liaise with other advisers or professionals in the course of an engagement, we are entitled to disclose such material and other information which we believe are relevant to assist them in advising or providing services to you.

9.3 In cases where we carry out an engagement where you are one of several clients known to each other, we are entitled to disclose such material and other information provided to us by one of the clients to the other clients. In some cases, we also have a professional duty to disclose such material and information with the other clients.

9.4 In some cases we are legally obliged to provide information to the tax authorities about your VAT registration number and the value of the services we have provided to you. By engaging G&D, you accept that we will provide such information to the tax authorities in accordance with the relevant regulations.

9.5 As regards the Council Directive (EU) 2018/822 concerning the automatic exchange of information which relates to reportable cross-border arrangements ("DAC 6") and Swedish national legislation implementing DAC 6, we are, due to the statutory duty of confidentiality to which members of the Swedish Bar Association are subject to, neither able to report such arrangement to the competent authorities nor to inform other advisers about their obligation to report. This applies unless you expressly instruct us to report and thereby release us from our duty of confidentiality. If you instruct us to report an arrangement to the competent authorities, we will treat that as a part of our engagement.

10 Invoicing and payments

10.1 Unless otherwise agreed, we are entitled to invoice you on an ongoing basis.

10.2 In certain cases, we may request an advance payment of our fees and expenses. Such payment will be used to settle future invoices. The final total amount of our fees and expenses for the engagement may be higher or lower than the amount of the advance payment.

10.3 We may in certain cases issue a preliminary invoice (on account) for our fees. In such cases, the final invoice will set out the total amount from which the amount in the preliminary invoice will be deducted.

10.4 Each invoice sets out its due date, normally 15 days from the date of the invoice. If an invoice is not paid, interest on the balance owing will be charged at the statutory rate applicable from the due date until receipt of payment.

10.5 In court and arbitration proceedings, the losing party can be ordered to pay the costs (including legal fees) of the winning party. It is, however, rare that all the legal expenses that the winning party has incurred will be recoverable from the losing party. Irrespective of whether you should be the winning or losing party you must pay our fees for services rendered and expenses incurred in representing you in court or arbitration proceedings.

10.6 If our fees and expenses are to be financed with public funds or by you making use of insurance, you must still pay our fees and expenses to the extent they exceed whatever is paid out from public funds or from the insurance.

10.7 If you ask us to address an invoice to someone else, we may accommodate your request only if it is evident that the arrangement will not violate any laws, that the identity and other circumstances set out in clause 2 have been verified in respect of the addressee and that you, on demand, will promptly pay any amounts which have not been paid by the due date. No client relationship between us and such addressee is assumed.

10.8 If you want us to invoice you via your or a third party's invoicing system, this must be agreed upon prior to the start of the engagement. If we accept to invoice you via your or a third party's invoicing system, 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.

11 Termination of engagements

11.1 You may terminate our engagement at any time by requesting us to cease acting for you. If you do so, you must still pay our fees for services provided and the expenses incurred by us prior to the termination.

11.2 Law and the Code of Conduct set out circumstances that allow or require us to decline or withdraw from an engagement. Among other things, this may be the case in the event of inadequate client identification, suspicion of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions or when confidence and trust no longer exist between us. If we decide to terminate our engagement, you must still pay our fees for services provided and expenses incurred prior to the termination.

11.3 With regard to conflicts of interest, we generally cannot represent a party if there is a conflict of interest with other clients. Therefore, we will conduct a conflicts of interest check before accepting an engagement. Even so, conflicts of interest which we are not aware of at this time may arise and preclude us from representing you in ongoing or future matters. Should that occur, we seek to be fair to our clients taking into consideration the Code of Conduct. In light of the above, it is important that you at the outset of and during the course of our engagement provide us with any information that you believe may be pertinent to establish whether any actual or potential conflict of interest exists.

12 Complaints and claims

12.1 We are committed to ensuring you are satisfied with our services and that we meet your expectations. If, for any reason, you are dissatisfied with our services and wish to submit a complaint or claim, you must notify in writing the G&D partner responsible for the relevant engagement and our Managing Partner as soon as you become aware of the circumstances giving rise to the complaint or claim (including the expected damage). No claim may be made later than three months after the later of (i) the date the last invoice was issued for the engagement to which the claim refers and (ii) the date the circumstances giving rise to the

claim became known to you or could have become known to you after carrying out reasonable investigations. If a claim is not made within this time, you lose your right to make the claim.

12.2 If your claim is based on a claim against you by an authority or other third party, we or our insurers shall be entitled to respond to, settle and compromise such claim on your behalf, provided that – taking into consideration the limitations of liability in these general terms and conditions and, if any, the engagement letter – you are indemnified by us. If you respond to, settle, compromise or otherwise take any action in relation to such claim without our consent, we will not accept any liability for such claim.

12.3 If you are reimbursed by us or our insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.

13 Limitation of liability

13.1 Our liability for any loss or damage suffered by you as a result of negligence or other breach of contract on our part shall in respect of each engagement be limited to 50 million Swedish kronor, or if our fees in the relevant engagement are less than 1 million Swedish kronor, to 5 million Swedish kronor. Notwithstanding the foregoing, our liability for any claims brought in the North Americas or that relates to loss of documents shall be limited to the amount which is paid under our professional liability insurance in respect of the claim in question. Price reduction or any other remedy cannot be available in addition to damages. Neither can we accept any obligations to pay penalties.

13.2 The limitation of our liability to the amount specified in 13.1 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.

13.3 Our liability for a loss or damage shall be reduced by any amount which may be obtained by you under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to the agreement with such insurance provider or other third party or your rights against such insurance provider or other third party will be prejudiced thereby.

13.4 We cannot be held liable for any loss or damage which has been caused as a consequence of our compliance with the Code of Conduct or the statutory obligations that are incumbent on us.

13.5 We shall not be liable for any loss or damage suffered as a result of the use by you of our work products or advice in any other context or for any other purpose than for which it was given. Except as provided in clause 13.7, we shall not have any liability for a loss or damage suffered by any third party through the use by you of our work products or advice.

13.6 We shall not be liable for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and whose consequences we could not reasonably have avoided or overcome.

13.7 A third party may not rely on our work products or advice without our written approval based on your request, which if such approval is given by us, shall not increase or otherwise affect our liability. We will only be liable to such third party to the extent we would have been liable to you. Any amount payable to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such third party is assumed. The aforesaid applies also if, at your request, we issue certificates, opinions or the like to a third party.

14 Professional liability insurance

We maintain professional liability insurance in addition to the Swedish Bar Association's compulsory liability insurance. We are not obliged to disclose the amount of the insurance cover, but we can at your request provide a written certificate from our insurance broker stating that the cover is in line with market practice.

15 Document management

15.1 After the conclusion or termination of an engagement, we will keep (with us or with third parties and in paper or electronic form) documents and work products required by law and under the Code of Conduct.

15.2 Since we according to law and the Code of Conduct are obliged to archive documents and work products, we will not be able to fulfil a request to return (without making and keeping a copy) or destroy a document or work product in advance of the expiration of the archiving period. When the archiving period has expired, we reserve the right to destroy documents and work products without notifying you.

15.3 Unless otherwise agreed, we are not required to store your original documents. Consequently, at the conclusion or termination of an engagement, we may send all original documents to you. We may keep a copy of such documents.

16 Miscellaneous

16.1 These general terms and conditions may be amended by us from time to time. The current version is published on our website (www.gda.se). Amendments will become effective only in relation to matters initiated after the amended version was posted on our website.

16.2 In case an engagement letter has been sent to you in respect of a particular engagement, the terms in the letter shall prevail if and to the extent there is any inconsistency between these general terms and conditions and the terms set out in such letter.

16.3 These general terms and conditions are produced in a Swedish-language version with an English-language translation. If and to the extent the English translation does

not correspond to the Swedish version, the Swedish-language version shall apply.

17 Governing law and dispute resolution

17.1 Swedish substantive law shall apply to these general terms and conditions (including the arbitration clause in clause 17.2), any engagement letter, our engagement, our services and our advice.

17.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any engagement letter, our engagement, our services and our advice 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, Sweden. The language to be used in the arbitral proceedings shall be English, unless we and you agree to use Swedish.

17.3 Arbitral proceedings initiated with reference to clause 17.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings, may not, in any form, 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 if the party is required to so disclose pursuant to law or other applicable mandatory regulations.

17.4 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.

17.5 Notwithstanding clause 17.2, we shall be entitled to commence proceedings for the payment of any amount due in any court with jurisdiction over you or any of your assets.