

General Terms and Conditions for Hjertén Law Firm (2023:1)

- 1.1 These general terms and conditions apply to all services that Hjertén Law Firm (Hjertén Advokatbyrå AB), company number 559389-7233, ("The Firm") provides to its clients. In addition to these conditions The Swedish Bar Association's Code of Conduct apply, as well as corresponding rules within other competent bar associations, including The Council for Bar Associations within the EU (CCBE) when The Firm provides its services.
- 1.2 When you engage The Firm, you are considered to have accepted these general terms and conditions.
- 1.3 Subject to what is said in clause 14.1, any deviation from these general terms and conditions must be agreed in writing in order to be enforceable.
2. IDENTIFICATION AND PERSONAL INFORMATION
- 2.1 The Firm is by law obliged to check the identity and ownership of its clients and, in some cases, the origin of funds and other assets. The Firm may therefore ask for identity documents relating to you and the persons who represent you and, if you are a legal entity, the natural persons who have the ultimate control over you (beneficial owner) as well as documentation showing where funds and other assets originate from. The Firm is also obliged to verify the information provided to the Firm and for this purpose The Firm may obtain information from external sources, such as databases. All information and documentation obtained by The Firm in connection with these controls will be retained by The Firm.
- 2.2 At times, The Firm also needs to process the personal data of your representatives and beneficial owners for the same purpose, and you are responsible for ensuring that these persons accept such processing. The Firm is obliged by law to report suspicions of money laundering or terrorist financing to The Swedish Financial Police. The Firm is also prevented by law from notifying you that suspicions exist and that a report has been made or may be made to The Swedish Financial Police. In cases where there are suspicions of money laundering or terrorist financing, The Firm is obliged to decline or withdraw from the assignment.
- 2.3 The Firm is the personal data controller for personal data collected in connection with assignment requests and assignments. How, for what purposes and during which time The Firm processes the data is shown in The Firm's privacy notice, published at www.hjertenadvokatbyra.se
- 2.4 If you are a legal entity, The Firm asks you to inform the natural persons who represent you in the assignment, as well as the natural persons who control you, that The Firm processes their personal data and refer them to The Firm's privacy notice at www.hjertenadvokatbyra.se. If you are a natural person who is represented by an agent, The Firm asks you to do the same in relation to The natural persons who represent you in the assignment.
- 3.1 When you engage The Firm, you thereby give The Firm the right to, unless you notify otherwise, take the measures that The Firm considers necessary or desirable to carry out the assignment. For example, The Firm shall have the right to engage other advisers and professionals on your behalf and also incur reasonable costs for those services. If The Firm engages other advisers and professionals, The Firm may request that you contract them directly and thereby assume direct payment responsibility for their fees and services.
4. SERVICES
- 4.1 For each assignment that The Firm undertakes, Svante Hjertén has the main responsibility for the provision of The Firm's services. Svante Hjertén has an unlimited mandate to appoint the lawyers and other personnel he deems should handle the assignment to ensure that it is carried out in an effective manner.
- 4.2 The Firm's services are adapted to the conditions of the individual assignment, the facts presented and the instructions you give The Firm. You cannot therefore rely on a particular piece of advice in connection with any other matter or use it for a purpose other than that for which it was given.
5. INTELLECTUAL PROPERTY RIGHTS
- 5.1 Intellectual property rights to the documents and other work results that The Firm generates in connection with an assignment belong to The Firm. You have, however, the right to use the results for the purposes for which they were produced. Unless otherwise specifically agreed, no document or other work result may be given general distribution or used for marketing purposes.
6. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION
- 6.1 The Firm protects the information you provide to The Firm in an appropriate manner and in accordance with The Swedish Bar Association's Code of Conduct. In some cases, however, The Firm is required by law to disclose such information. In addition, The Swedish Bar Association's Code of Conduct allows The Firm to release such information in certain situations.
- 6.2 In cases where The Firm carries out an assignment for more than one client, The Firm has the right to release

such material and other information, which one of the clients has provided to The Firm, to the other clients. In some cases, The Firm also is obliged by The Swedish Bar Association's Code of Conduct to share such material and information with the other clients.

- 6.3 If The Firm engages or collaborates with other advisors or professionals in the assignment, The Firm has the right to disclose such material and other information that The Firm considers may be relevant for the advisor or professional to be able to provide advice or perform other services for you. The same applies to such material and other information that The Firm has obtained as a result of the controls and verifications that The Firm has carried out in accordance with clause 2.1.
- 6.4 If The Firm does not charge value added tax (VAT) on The Firm's services to you, The Firm is obliged by law in certain cases to provide information to the tax authorities about your VAT number and the value of the services delivered. When you engage The Firm, you are deemed to have consented to The Firm handing over this information to the tax authorities.
- 6.5 When an assignment has become public knowledge, The Firm has the right to provide information in its marketing and on its website about its involvement in it and about other already generally known information about the assignment.

7 FEES AND COSTS

- 7.1 The Firm's fees are charged according to principles that are consistent with The Swedish Bar Association's Code of Conduct and are usually determined based on a number of factors, such as time spent, complexity, the expertise, skill, experience and resources required by the assignment, the values that the assignment concerns, any risks for The Firm, time pressure and achieved results.
- 7.2 If possible, The Firm can, before an assignment and at your request, make an estimate of what The Firm's fee may amount to and also continuously keep you informed of the accrued fee. An estimate is based on the information The Firm has access to at the time of the estimate and is not a fixed price quote.
- 7.3 In addition to the fees, The Firm charges compensation for costs. This may apply, for example, to registration fees, survey costs, costs for other advisers and professionals, courier and travel costs, costs for hired staff, catering, copying, fax and telephone.
- 7.4 In addition to the fee and cost reimbursement, value added tax is added in cases where The Firm is obliged to charge such.

8 BILLING AND PAYMENT

- 8.1 Unless otherwise agreed, The Firm invoices you monthly. The invoices can either be on account or final. An on account invoice does not necessarily indicate an exact estimate of the amount to be paid for the services performed by The Firm. In cases where The Firm has invoiced you on account, the final invoice will indicate the total fee for the assignment or part of the assignment with a deduction for the fee invoiced on account.
- 8.2 In some cases, The Firm will request an advance on fees and costs. Amounts paid in advance will then be used to settle future invoices. The total amount for services rendered and costs may be higher or lower than the advance amount.
- 8.3 Each invoice indicates the due date. Normally, the due date falls no earlier than ten (10) days from the invoice date. In the event of non-payment, late payment interest is charged at the interest rate that applies according to The Swedish Interest Act (1975:635) from the due date until payment is received.
- 8.4 In court proceedings and arbitration proceedings, the losing party may be ordered to pay the winning party's legal costs (including attorneys' fees). However, it is rare that all of the legal costs of the winning party are compensable. Regardless of whether you are the winning or losing party, you must, however, pay for the services rendered by The Firm and for the costs incurred by The Firm in connection with the Firm representing you in a court process or arbitration.
- 8.5 If The Firm's fees and costs are to be financed by you taking out legal protection insurance, you must still make payment for the fees and costs to the extent they exceed what is paid out of the insurance.
- 8.6 If you ask The Firm to address an invoice to someone else, The Firm may accept this only on the condition that it is clear that the procedure is not contrary to law, that the identity and other circumstances specified in clause 2 have been confirmed with respect to the recipient of the invoice and that you, if The Firm so requests, immediately pay the amounts not paid on the due date. There is no client relationship between The Firm and the invoice recipient.

9 LIABILITY AND LIMITATIONS OF LIABILITY

- 9.1 The Firm's liability for damage caused to you as a result of error or negligence or breach of contract on The Firm's part is limited to ten (10) million SEK per assignment or, if The Firm's fee in the current assignment is less than one (1) million Swedish crowns, two (2) million Swedish crowns.

- 9.2 Under no circumstances shall The Firm be liable for loss of production, profit or any other indirect damage or loss or consequential damage or consequential loss.
- 9.3 The Firm's liability shall be reduced by amounts that you can obtain from an insurance policy that you have taken out or that you are otherwise covered by or according to an agreement or an indemnity obligation that you have entered into or are a beneficiary of, provided that it is not incompatible with the insurance terms or the terms of the agreement or the indemnity bond and that your rights under the insurance, the agreement or the indemnity bond are not restricted.
- 9.4 Other advisers and professionals shall be considered independent of The Firm regardless of whether The Firm engaged them or whether you contracted them directly. The Firm is thus not responsible for other advisers and professionals, neither for their selection nor for The Firm recommending them or for the advice and other services they provide. This applies regardless of whether they report to The Firm or to you.
- 9.5 If you have accepted a disclaimer or limitation of liability in relation to any other adviser or professional, The Firm's liability shall be reduced by the amount that The Firm could have recovered from the adviser or professional if its liability had not been excluded or limited regardless of whether the adviser or professional would have been to pay the amount to The Firm or not.
- 9.6 The Firm shall not be liable for damage arising from your use of The Firm's work results or advice in any other context or for any purpose other than that for which it was provided. Subject to the provisions of clause 9.10, The Firm shall not be liable for damage suffered by third parties through your use of The Firm's work results or advice.
- 9.7 Unless the task is specifically intended for tax advice, The Firm is not responsible for damage caused to you by the fact that, as a consequence of the services provided by The Firm, you are taxed or risk being taxed.
- 9.8 The Firm cannot be held responsible for damage that has occurred as a result of The Firm observing good legal practice or the obligations that The Firm perceives to be owed to it by law, for example those described in clauses 2.2 and 6.4.
- 9.9 The Firm is not responsible for damage resulting from circumstances beyond The Firm's control which The Firm could not reasonably have anticipated at the time of accepting the assignment and whose consequences The Firm could not reasonably have avoided or overcome either.
- 9.10 If, at your request, The Firm allows an outside person to rely on the Firm's work results or advice, this shall not mean that The Firm's responsibility increases or otherwise be affected to The Firm's detriment. The Firm can be held liable in relation to such third party only to the same extent that The Firm can be held liable towards you. Amounts that The Firm may be obliged to pay to such an outside person shall correspondingly reduce The Firm's liability in relation to you and vice versa. No client relationship between The Firm and the outside person arises. What was said in the preceding also applies in cases where The Firm, at your request, issues a certificate, statement or similar to an outside person.
- 9.11 Limitation of liability which according to these terms or separate agreement with you applies to The Firm, applies in all respects also for the benefit of and is applicable to co-owners or former co-owners of The Firm and lawyers and other persons who work for or are engaged or have been engaged by The Firm.
- 10 PROCEDURE FOR COMPLAINTS AND CLAIMS
- 10.1 If for any reason you are dissatisfied with The Firm's services and wish to make a complaint, The Firm asks you to notify the partner in charge of the assignment as soon as possible.
- 10.2 Claims related to advice provided by The Firm must be presented to the partner responsible for the assignment as soon as you become aware of the circumstances underlying the claim. Claims may not be made later than 365 days after the later of (i) the date of The Firm's last invoice for the assignment to which the claim relates and (ii) the day on which the circumstances underlying the claim became known or could have become known for you if you have done reasonable research.
- 10.3 If your claim is based on an authority's or another third party's claim against you, The Firm or The Firm's insurer shall have the right to meet, settle and settle the claim on your behalf, provided that The Firm - taking into account the limitations of liability that appear in these general terms and conditions and (if applicable) the assignment confirmation - hold you harmless. If you address, regulate, enter into a settlement or otherwise take any action regarding such a claim without The Firm's consent, The Firm shall have no responsibility for the claim.
- 10.4 If The Firm or The Firm's insurer pays compensation to you due to your claim, you must, as a condition for the payment, transfer to The Firm or The Firm's insurer the right of recourse against third parties by way of subrogation or assignment.
- 11 LIABILITY INSURANCE
- 11.1 The Firm maintains liability insurance in addition to The Swedish Bar Association's mandatory liability insurance.

12 TERMINATION OF THE ASSIGNMENT

- 12.1 You can terminate the cooperation with The Firm at any time by requesting in writing that The Firm withdraw from the assignment. However, you must make payment for the services The Firm performed and for the costs The Firm had before the assignment ended.
- 12.2 The law and good legal practice specify the circumstances under which The Firm has the right or is obliged to decline or resign from an assignment. This may, for example, be the case in the event of unsatisfactory client identification, suspicions of money laundering or terrorist financing, conflict of interest, non-payment, lack of instructions or if the trust between The Firm and the client no longer exists. If The Firm resigns from the assignment, you must, however, make payment for the services The Firm performed and for the costs The Firm had before the resignation. In any case, the assignment ends when it is completed.

13 ARCHIVING

- 13.1 When an assignment is completed or otherwise terminated, The Firm will archive (with The Firm or with a third party, and in natural or electronic form) essentially all documents and work results accumulated and generated in the assignment. The documents and work results will be archived for the period that, in The Firm's opinion, is called for by the nature of the assignment, but never for a shorter time than that called for by law or good legal practice.
- 13.2 Because The Firm is required to archive substantially all documents and work results accumulated or generated in the engagement, The Firm cannot accommodate a request to restore (without making and retain a copy) or destroy a document or work result before the archiving period has expired. If you ask The Firm to purge an electronic file from The Firm's document management system, The Firm will comply with your request to the extent permitted by law and good legal practice (but The Firm will in these cases retain a paper copy of the documents that are removed or store them on a electronic storage media) and normally for compensation if the work is time-consuming.
- 13.3 Unless The Firm specifically agrees otherwise, The Firm will provide you with all original documents when an assignment is completed or otherwise terminated. However, The Firm may retain a copy of the original documents.

14 AMENDMENTS, PRECEDENCE AND LANGUAGE VERSIONS

- 14.1 These general conditions may be changed from time to time by The Firm. The current version is always published on The Firm's website, www.hjertenadvokatbyra.se. Changes only apply in

relation to assignments that begin after the changed version is posted on The Firm's website.

- 14.2 If an assignment confirmation has been sent to you in connection with a specific assignment, the terms of the confirmation shall take precedence over these general terms and conditions if and to the extent that the terms are incompatible with each other.

15 GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 These general terms and conditions and (if applicable) the assignment confirmation and all issues related to them, The Firm's assignments and The Firm's services shall be regulated and interpreted in accordance with Swedish substantive law.
- 15.2 Disputes arising from these general terms and conditions, the assignment confirmation (if applicable), The Firm's assignment or The Firm's services, shall be finally settled by arbitration in accordance with The Arbitration Rules of the Stockholm Chamber of Commerce's Arbitration Institute. The Stockholm Chamber of Commerce's Arbitration Institute's Rules for Simplified Arbitration must be applied, if the disputed value is less than one million SEK. If the disputed value amounts to one million SEK or more, Arbitration Rules must be applied. The arbitration panel shall consist of an arbitrator if the disputed value amounts to more than one million SEK but less than ten million SEK. If the disputed value amounts to ten million SEK or more, the arbitration board must consist of three arbitrators. The disputed value includes the claimant's claim in the writ of summons as well as counterclaims made in the response to the writ of summons. The seat of the arbitration shall be Gothenburg. The language to be used is Swedish, unless the parties agree to use English instead.
- 15.3 Arbitration proceedings invoked with reference to clause 15.2 as well as information that emerges during the proceedings as well as decisions or arbitrations issued in connection with the proceedings are subject to confidentiality and may not be forwarded to third parties in the absence of the other party's express consent. However, a party shall not be prevented from disclosing such information in order to preserve its right in relation to the other party or to an insurer or if such obligation exists according to mandatory law or regulations for issuers or the like.
- 15.4 Notwithstanding what is said in clause 15.2, The Firm has the right to bring an action regarding the clear and due claim in courts having jurisdiction over you or any of your assets.
- 15.5 Consumers who are clients of The Firm can, under certain conditions, turn to The Swedish Bar Association's consumer dispute board to have fee disputes and other

financial claims against The Firm tried. For further information, see www.advokatsamfundet.se/Konsumenttvistnamnden.