

1. Introduction

These general terms and conditions apply to all work and services provided by Advokatfirman Kahn Pedersen KB ("**Kahn Pedersen**"). In addition, the Code of Professional Conduct for Members of the Swedish Bar Association ("**SBA Code**") also apply to the services provided by us.

References in these general terms and conditions to "**we**", "**us**" or "**our**" are to Kahn Pedersen. The term "**services**" refers to advice as well as to other services and includes documents and other work products.

When a reference is made to an "**engagement**", all parts and aspects of a matter shall altogether be considered to be one single engagement irrespective of whether it involves several individuals, refers to several instructions (given on the same or on different occasions), is dealt with by separate teams within Kahn Pedersen, addresses several areas of law, gives rise to separate invoices or if we are acting for several entities or individuals.

2. Performance of engagements

Engagements are a contract between you and Kahn Pedersen and not with any individual associated with Kahn Pedersen. Any instructions from you are instructions to Kahn Pedersen and not to a private individual working for Kahn Pedersen. All partners of Kahn Pedersen and all persons working for, or engaged by, Kahn Pedersen are subject to these terms and conditions and in no circumstances will those persons have any personal liability to you, except as provided by mandatory law.

Any deviations from these general terms and conditions shall be valid only where agreed upon in writing.

The advice we provide is tailored to the facts presented and instructions provided by you and the specific circumstances in the engagement in question. Accordingly, the client is not entitled to use or rely on such advice in any context other than in the context that it was given.

Our advice is limited to legal matters in the specific engagement, and insofar as we provide technical advice, mathematical calculations or express views or mention factors relating to non-legal matters, we accept no liability for any potential consequences of this.

Engagements performed by Kahn Pedersen do not cover tax aspects, and the client is encouraged to retain separate tax expertise for assessment of any tax issues.

Kahn Pedersen's advisory services relate solely to Swedish law. Based on our general experience, we may express views on legal issues in other jurisdictions. The views we express in these cases do not constitute advice on which you are entitled to rely. However, we will be happy to assist you in obtaining advice from lawyers qualified in other jurisdictions.

Our advice is based on the legal position at the time it is given. We do not undertake to update the advice we have provided to take account of subsequent changes in the legal position.

Our advice never implies a guarantee of a given outcome.

3. Client identification and statutory reporting

We are obliged to verify our clients' identity and ownership structure and to obtain information about the nature and purpose of the matter before work is begun. Thus, you may be asked to provide information including evidence of your identity and/or the identity of any other person involved in the matter on your behalf, and, in the case of legal entities, the

individuals having ultimate control over them, as well as information and documentation showing the origin of funds and other assets.

We are also obliged to report to the relevant authority suspicions of money laundering or financing of terrorism. We are prohibited from informing you of the existence of suspicions and of whether the above-stated reporting has taken place, or will take place. In those cases where suspicion of money laundering or financing of terrorism exists, we are obliged to decline or withdraw from the engagement.

In certain cases, we are also obliged to provide information to the tax authorities regarding your VAT registration number and the value of the services we have provided to you.

As regards the EU Directive concerning the automatic exchange of information which relates to reportable cross-border arrangements (DAC 6), in light of our duty of confidentiality we can neither report any such arrangements to the tax authorities nor inform other advisers about their obligation to report them to the tax authorities unless you expressly instruct us to do so and thereby release us from our duty of confidentiality. If you instruct us to report an arrangement to the tax authorities, we will treat this as a part of our engagement for you.

Kahn Pedersen shall not be liable for any loss incurred by you, whether directly or indirectly, as a consequence of our compliance with the above stated obligations.

4. Conflict of interest

Law or the SBA Code may prevent us from acting for a party if there is a conflict of interest in relation to another client. Thus, conflict of interest is checked before accepting an engagement. Notwithstanding such checks, circumstances may arise that prevent us from acting for you in an ongoing or future engagement.

It is important before and during the engagement that you provide us with any information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

5. Confidentiality

Subject to the exceptions stated in section 3 above, Kahn Pedersen and its employees shall comply with the rules governing the duty of confidentiality set forth in the Swedish Code of Judicial Procedure and the SBA Code.

In the event we retain or cooperate with other advisers or consultants within the scope of an engagement, unless otherwise instructed in writing by you, we shall be entitled to disclose such material and such information as we deem relevant.

6. Insider list

By engaging Kahn Pedersen you agree, where applicable, to notify us immediately if you consider that certain information to which we have access constitutes insider information and/or if Kahn Pedersen is required to maintain an insider list under Article 18 of the EU Market Abuse Regulation (596/2014/EU).

Unless otherwise agreed, we will not keep a list of the employees of Kahn Pedersen who have access to certain information about an engagement for you. We will never include information about people with access to insider information other than those employed by Kahn Pedersen.

7. Remuneration and payment

Kahn Pedersen's compensation conforms to the SBA Code. Unless we agree otherwise, our fees are based on a number of factors such as: (i) time spent; (ii) skills and experience required; (iii) sums of money involved; (iv) risks assumed (if any); (v) time constraints; and (vi) result achieved. When working on current account we apply a minimum time unit of 30 minutes.

Out-of-pocket expenses and costs for travel, etc. are charged to the client. All information regarding remuneration is stated exclusive of value added tax.

Upon your request, we can provide cost estimates for certain well-defined assignments. For clarity, cost estimations are non-binding for Kahn Pedersen and can be deviated from, if and to the extent required due to the scope or complexity of the assignment.

Irrespective of the terms and conditions of any legal aid insurance or insurance company decision, the client shall be obliged, where appropriate, to make payment in full of any remuneration owed to Kahn Pedersen.

Kahn Pedersen invoices clients monthly in arrears. Unless otherwise agreed, the client shall pay invoices within 30 days. In the case of late payment, interest on arrears is charged according to law.

If you would like us to invoice you via your invoicing system or that of a third party, this must be separately agreed before we commence our engagement. If we agree to invoice via your invoicing system or that of a third party, we cannot be held liable for loss of information or dissemination of information in invoices to unauthorised persons after we have transferred information to the system.

Instead of invoicing you for work performed during the relevant period, we may issue a preliminary invoice on account. If we do so, the final invoice for the engagement will specify our total fee, less fees paid on account.

In certain cases, we will request a retainer before we commence work. The retainer will be used to settle future invoices. Our total fee for the engagement may be higher or lower than the retainer.

8. Other advisers

In the event Kahn Pedersen instructs, retains and/or works together with other advisers, such advisers shall be independent of Kahn Pedersen and we assume no liability for having recommended them or for the advice provided by them. This applies whether the adviser has given the advice directly to you or via us. A different arrangement may be agreed upon in individual cases. We are not responsible for remuneration or costs charged by other advisers, irrespective of whether paid by Kahn Pedersen and charged to the client as out-of-pocket expenses, or whether such billing for remuneration and costs is forwarded to the client for payment.

When instructing other advisers we can, at your request, obtain fee quotes from such advisers. Notwithstanding that we can assist you in discussions with other advisers, we assume no liability in respect of such offers or agreements. Any authority to instruct advisers includes authority to accept a limitation of liability on your behalf.

9. Intellectual property rights

Copyright and other intellectual property rights to the results of the services provided by Kahn Pedersen are not assigned to the client. However, the client is granted a non-exclusive right to use the results of Kahn Pedersen's advice for the purposes for which the advice was provided. Unless otherwise agreed, no document or other work result generated by us may be generally circulated or used for marketing purposes. Kahn Pedersen does not have the right to use the results of the given advice for other clients and assignments, unless such results have been made unidentifiable in accordance with the confidentiality undertakings in section 5 above.

10. Document management

While an engagement is ongoing we may store documents and work results produced by us or by you or a third party electronically in a central system to provide the team working for you with easy access to necessary information. After an engagement has ended, we will keep and/or store digitally or in hard-copy form all relevant documents and all relevant work results generated in the engagement for a period we consider appropriate for the particular type of engagement, but in no circumstances for a period shorter than that required by the SBA Code. This means that we cannot accede to a request to return or destroy a document before the archiving period has expired without retaining a copy.

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

11. Personal data

Kahn Pedersen processes personal data which is provided or obtained in connection with engagements or which is otherwise processed in connection with preparations for, or the administration of, an engagement. For more information, please see Kahn Pedersen's privacy policy, which is available on www.kahnpedersen.se.

The client undertakes to ensure that registered individuals are informed of – and, where appropriate, have consented to – the processing of their personal data carried out by Kahn Pedersen.

12. Limitation of liability

Our liability for any loss or damage suffered by you as a result of our fault or negligence or breach of contract shall, provided our actions are not wilful, be limited to an amount per engagement of SEK twenty-five (25) million; where Kahn Pedersen's remuneration in the relevant engagement is less than SEK two (2) million, the total liability in damages shall be limited to SEK ten (10) million. A price reduction or any other remedy cannot be available in addition to damages. Neither can we accept any obligation to pay penalties.

Our liability to you will be reduced by any amount which may be obtained 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.

In the event Kahn Pedersen discontinues the performance of an engagement or its relationship with you due to circumstances attributable to you, or due to any obligation under law or in accordance with the SBA

Code, Kahn Pedersen shall not be liable for any loss resulting from such discontinuation.

Kahn Pedersen shall not be liable for loss incurred due to the client having used the results of our advice in any other context or for any other purpose than the context or purpose for which the advice was given. We shall not be liable for loss incurred by any third party as a consequence of any third party having used advice provided by Kahn Pedersen.

Other advisers and professionals shall be deemed to be independent of us, and so regardless of whether they have been engaged by us or by you directly or whether they report to us or to you. Hence, we assume no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their work.

We shall not be liable for any loss or damage which arises as a result of you, either wholly or in part, using our advice or work results for any other purpose, or in any other context than for which it was provided or produced. Unless otherwise prescribed pursuant to this section 12, we shall not be liable for any loss or damage which is suffered by a third party as a result of you having used our advice or work results.

We do not render any tax advice and we will not assume any liability for loss or damage which has arisen as a result of you, as a consequence of the services provided by us, having been charged tax or risk being charged tax.

We cannot be held liable for any loss or damage which has been caused as a consequence of our compliance with the SBA Code or the statutory obligations we understand are incumbent on us, e.g. those outlined in section 7, para 1, and section 2, para 6.

If we, at your request, agree that a third party may rely on our advice or work products, this will not increase or otherwise affect our liability to our disadvantage. We can only be held 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 will arise. The aforesaid also applies if we at your request, issue certificates, opinions or the like to a third party.

Unless specifically agreed, we will not accept any liability arising from failure to meet any target date(s) or failure to complete any part of our assignment within a proposed time schedule.

Limitation of liability under these terms and conditions or under any separate agreement with you applies both to Kahn Pedersen and to any partner or former partner of Kahn Pedersen and any lawyer or any other person who is working or has worked with Kahn Pedersen or who is engaged or has been engaged by Kahn Pedersen.

13. Communication

In the event you have special wishes regarding means communication, you must inform us thereof in writing.

We normally communicate with our clients and other parties involved in an engagement in a variety of ways, including via the internet, e mail and video call. Although these are effective means of communication, they may involve risks from a security and confidentiality perspective and as regards electronic communications, filters, firewalls and other security devices may sift out legitimate e mails. We do not take any responsibility for these risks. If you would prefer that we do not communicate via the internet or e mail or use electronic work tools and cloud-based solutions,

please inform us accordingly. You shall always follow up urgent e-mails with a telephone call.

In order to rationalise our work processes, we use in-house and external IT services (e.g. document management systems, processing and analytical tools, document assembly applications, collaboration platforms, e-signature services and virtual data rooms). Although we take reasonable measures to ensure that we maintain a high level of information security and availability, and that suppliers providing such IT services to us also do so, there are no guarantees that the services are risk-free. We therefore accept no liability for loss or damage arising due to use of the services.

14. Professional indemnity insurance

We maintain professional indemnity insurance adapted to the needs of our business with well-known insurance companies. We do not disclose the amount of the insurance cover but can upon request provide a written opinion from our insurance broker confirming the cover to be in line with market practice.

15. Termination of engagement

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 rendered and expenses incurred before the engagement is terminated. Circumstances may exist either at law or according to the SBA Code that require or entitle us 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 of terrorism, a risk of violating international sanctions, conflicts of interest, failure to pay our fees or expenses, failure to supply adequate instructions or if confidence and trust no longer exist between you and us.

If we decide to terminate our engagement, you must still pay our fees for services rendered and expenses incurred prior to the date of termination. An engagement will in any event end when we have fulfilled your instructions in relation to that engagement.

16. Complaints

You are required to immediately notify the attorney responsible for the client relationship in the event you do not consider that the engagement has been performed well. Any claim relating to any matter on which Kahn Pedersen has advised you should be made to our managing partner as soon as you have become aware of the relevant circumstances.

In order to be enforceable a claim must be presented to us not later than;

- a) twelve (12) months after the date the relevant circumstances became known to you or could have become known to you after reasonable enquiries and
- b) within six (6) months of Kahn Pedersen's issuing of most recent invoice in the engagement.

A right to present a claim is precluded if the claim is not presented within such time.

If your claim against us is based on a claim against you by a third party, a tax authority or other public authority, we will be entitled to answer and settle the claim on your behalf, provided that – taking into account the limitations of liability in these general terms and conditions and in any specific terms – we indemnify you. If you settle, compromise or

otherwise take any action relating to the claim without our consent, we will have no liability for the claim.

If we or our insurers pay compensation to you for any claim, then, as a condition of the payment, you will be obliged to transfer the right of recourse against third parties by way of assignment or subrogation to us or to our insurers.

17. Governing law and dispute resolution

The engagement is governed by Swedish law with the exception of its choice of law rules.

Disputes relating to the engagement shall be conclusively determined through arbitration in accordance with the Arbitration Rules of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Stockholm, Sweden. The proceedings shall be conducted in Swedish. Information relating to such proceedings shall be confidential.

Notwithstanding the provisions above, Kahn Pedersen shall be entitled to bring proceedings before a court of general jurisdiction regarding due claims or to take other debt collection measures, such as the submission

of an application for an expedited payment order. Kahn Pedersen is also entitled to, without prejudice to the above arbitration agreement, bring proceedings before a court of general jurisdiction in case this is considered necessary to protect or safeguard Kahn Pedersen's or a third party's trade secrets or intellectual property rights. Such measures pursuant to this section cannot be taken without disclosing your client relationship with Kahn Pedersen.

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. For more information, see www.advokatsamfundet.se/Konsumenttvistnamnden.

18. Amendments

These general terms and conditions may be amended from time to time. Amendments to the general terms and conditions will become effective only in relation to engagements begun after the amended version is posted on our website. The most recent version of the general terms and conditions is always available on www.kahnpedersen.se.