Terms and Conditions for Mannheimer Swartling (E 2023:1)

These terms and conditions apply to all services provided to clients by Mannheimer Swartling Advokatbyrå AB, Mannheimer Swartling Advokatbyrå LLP ("MSA New York"), Mannheimer Swartling Pte. Ltd. ("MSA Singapore") and their affiliates, branches or representative offices in any jurisdiction (individually and jointly "the Firm" or "we"). The codes of conduct applying to members of the Swedish Bar Association and/or the equivalent rules of other relevant bar associations also apply to the services provided by the Firm. By entering into an agreement with the Firm, you are considered to have accepted these terms and conditions.

1. Teams and services

1.1 We work in teams to provide you with the expertise and resources required in each engagement. At the start of an engagement, we normally agree the scope of our services and the people who will perform the work. The scope may later be changed, expanded or reduced, and we may have to change the members of the team. If required by the rules of the relevant bar association, we will provide you with written confirmation of the scope of the engagement.

1.2 In order to develop personal relationships and our understanding of your business, one of our partners will be designated your client relationship partner. That partner has overall responsibility for our services to you. There will also be a partner responsible for our work on each engagement. This may be your client relationship partner or another partner with relevant expertise.

1.3 The engagement letter is a contract between you and the relevant legal entity of the Firm and not with any individual associated with the Firm. This applies even if it is your express or implied intention that the work is to be carried out by a specific person or persons. All partners of the Firm and all persons working for the Firm 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.

1.4 For the purposes of these terms and conditions, all aspects of a transaction or a business arrangement will be considered to be a single engagement, even if it involves several legal entities or private individuals, is dealt with by separate teams at the Firm, addresses separate legal areas, separate invoices are issued, or we act for several legal entities and/or individuals.

2. Fees and expenses

2.1 Our fees always accord with the rules of the relevant bar association. Unless otherwise agreed, 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.

2.2 On request, we will provide you with a fee estimate at the start of an engagement. Depending on the nature of the engagement, we may also agree on a budget or other fee arrangement. All fees are exclusive of value added tax, sales tax and similar taxes, which will be charged at the statutory rate applicable in the relevant jurisdiction.

2.3 In addition to our fees, disbursements for travel and other expenses may be charged. We normally pay limited expenses on your behalf and charge them in arrear, but we may also ask you for an advance to cover expenses or forward the relevant invoice to you for payment. Value added tax on disbursements will be charged at the statutory rate applicable in the relevant jurisdiction.

3. Invoicing

3.1 Regular invoices are a good way to keep you informed of fees incurred and to avoid unpleasant surprises at the end of an engagement. On request, we can also provide you with regular updates on accrued fees.

Unless otherwise agreed, we invoice each month by sending an invoice via the invoicing platform PEPPOL or by post. 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.

3.2 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.

3.3 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.

3.4 Unless otherwise agreed, invoices fall due 15 days after the invoice date. Each invoice states the date it is due for payment. In the event of non-payment, interest on arrears will be charged from the due date until payment has been received in accordance with applicable law.

3.5 Our invoices for work done will be addressed to you, as client. We are therefore unable to accommodate a request to issue our invoice to anyone else.

4. Reporting to tax authorities, etc.

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

4.2 Under Council Directive (EU) 2018/822 ("DAC6") and national legislation implementing DAC6, advisers are obliged to provide information about cross-border reportable arrangements to the relevant tax authorities. The statutory duty of confidentiality to which members of the Swedish Bar Association (advokater) are subject prevents us from reporting such arrangements unless you expressly instruct us to do so. If you do not instruct us to report the arrangement, you are responsible for ensuring that it is reported by you or your other advisers to the relevant tax authorities. Our duty of confidentiality also prevents us from informing your other advisers of their duty to report.

5. Client identification procedures

5.1 New clients may be asked for professional references.

5.2 In certain engagements, we are under a statutory duty to ascertain our clients' identity and ownership, and to obtain information about the nature and purpose of the matter, before work is begun. We may therefore ask you to provide us with 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 (the beneficial owners), as well as information and documentation showing the origin of funds and other assets. We are also obliged to verify the information provided to us, and for that purpose may obtain information from external sources. We are obliged to retain all information that we have obtained in conjunction with these checks.

5.3 Our commitment to carrying out an engagement is subject to such engagement being permitted under applicable laws and regulations (including laws and regulations concerning economic or financial sanctions). If, during the course of an engagement, it becomes apparent that carrying out the engagement contravenes applicable laws or regulations, that our client and/or its owner is subject to sanctions, or that the engagement is otherwise affected by sanctions, we may be obliged to cease to act in the engagement.

5.4 We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit. We are also prevented from informing you of suspicions or that a report has been, or will be, made to the relevant financial intelligence unit. Where there are suspicions of money laundering or financing of terrorism, we are obliged to decline or cease to act in the engagement.

5.5 We cannot be held liable for loss or damage caused to you directly or indirectly by our compliance with the obligations we have considered to be incumbent on us under Clauses 4, 5.3 and 5.4.

6. Data protection

We are a controller of personal data provided and obtained in conjunction with engagements or otherwise registered when preparing or administering an engagement. All processing of personal data takes place in accordance with current data protection legislation. See "Privacy notice" at www.mannheimerswartling.se for more information about how we process personal data.

7. Advice

7.1 Our advice is tailored to the circumstances in the specific engagement, the facts presented to us and the instructions you give us. Accordingly, you may not rely on the advice in any other context or use it for any purpose other than that for which it was given. Unless otherwise agreed, our advice in a particular engagement does not include advice on either tax matters or potential tax implications.

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

7.2 We can only give advice on the legal position in the jurisdictions in which we operate. However, we are only permitted to provide advice on Singaporean law in conjunction with conduct of international arbitral proceedings. Based on our general experience, we may express views on legal issues in other jurisdictions, but the views we express in these cases do not constitute advice on which you are entitled to rely. However, we will be glad to assist you in obtaining advice from lawyers qualified in other jurisdictions.

7.3 The advice we provide to you in an engagement is based on the legal position at the time it is given. Unless specifically otherwise agreed, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal position.

7.4 Newsletters and seminars through which we provide information on a general basis as to legal developments in various areas shall not be construed as legal advice.

7.5 Our advice never implies a guarantee of a given outcome.

8. Limitation of liability

8.1 Our liability for loss or damage caused to you due to negligence or breach of contract on our part is limited to five million euros per engagement or, if our fee for the engagement is less than one hundred thousand euros, five hundred thousand euros. No reduction of our fees, or other remedies, will be available, and we accept no liability to pay penalties or liquidated damages.

8.2 Limitation of our liability to the sum specified in 8.1 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.

8.3 Our liability to you is limited to the loss or damage you incur. Among other things, this means that our liability will be reduced by all sums that 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 your agreement with the insurance provider or third party or your rights against the insurance provider or third party are thereby prejudiced.

8.4 Except as provided in Clause 8.7, we accept no liability towards any third party due to your use of documents or other advice from the Firm.

8.5 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 work for you within a proposed time scale. This notwithstanding, we are

not liable for any loss, damage or delay arising due to circumstances beyond our control that we could not reasonably have been expected to foresee at the time we accepted the engagement, and whose consequences we could not reasonably have avoided or surmounted.

8.6 If we have agreed to advise on tax matters or potential tax implications, our liability for error or negligence does not cover any taxes payable by you, unless it was clear at the time of our advice that you could have achieved your commercial objectives using an alternative structure or method at no additional cost or risk and would thereby have permanently avoided paying those taxes.

If our engagement did not specifically include advice on tax matters or potential tax consequences, we are not liable for any loss caused as a result of you being subject to, or risking being subject to, tax or tax surcharges as a consequence of the services we provided.

8.7 If, at your request, we agree that a third party may rely on a document produced by us or on advice provided by us, this will not increase or otherwise affect our liability, and we will only be liable to that third party to the extent we are liable to you. Any sum paid to a third party as a result of that liability will reduce our liability to you correspondingly and vice versa. If it is separately agreed that a third party may rely on a document produced by us or on advice provided by us, no client relationship will arise between us and that third party.

The above also applies where we issue certificates, opinions or the like to a third party at your request.

8.8 Notwithstanding the other provisions of this clause (Clause 8), the Firm will be liable towards you for loss or damage caused deliberately.

8.9 Clauses 8.1 to 8.4 do not apply to services provided by MSA New York. Other provisions here purporting to limit personal liability for malpractice in relation to lawyers practising at MSA New York only apply to the extent permitted by law.

8.10 Limitation of liability under these terms and conditions or under any separate agreement with you applies both to the Firm and to any partner or former partner of the Firm and any lawyer or any other person who works or has worked for the Firm or who is engaged or has been engaged by the Firm.

9. Working with other advisers

9.1 We have an extensive network of other advisers in Sweden and abroad and we will be happy to help you to identify and instruct other advisers in relation to specific matters.

9.2 If we instruct, engage and/or work together with other advisers, those advisers will be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them, unless we specifically agree otherwise. This applies whether the adviser has given the advice directly to you or via us. Nor do we accept liability for fees or expenses charged by such advisers, whether paid by us and charged to you as disbursements or whether forwarded to you for payment. Any authority to instruct advisers includes authority to accept, on your behalf, a limitation of liability to be applicable between you and such advisers.

9.3 When we instruct other advisers we may, at your request, obtain fee quotes from them and/or agree fee arrangements with them. Although we will assist you in any discussions with other advisers, we do not assume any responsibility for such quotes and/or arrangements.

9.4 If another adviser's liability to you is more limited than our liability, any liability we may have to you as a result of any joint and several liability that we may have with the other adviser will be reduced by the compensation we would have been able to recover from that adviser if its liability to you had not been so limited (regardless of whether that other adviser would have been able to pay the compensation to us).

10. Insider list

10.1 If you are an issuer of securities that is under a duty to draw up an insider list under Article 18 of the EU Market Abuse Regulation (596/2014/EU), and our engagement gives us access to insider information concerning you or your financial instruments, then, provided we are notified as set out below, we will draw up an insider list of the employees of the Firm who have access to the insider information. By engaging the Firm, you agree, where applicable, to notify us immediately if you consider that certain information to which we have access constitutes insider information in relation to the financial instruments or related financial derivatives issued by you.

10.2 Unless otherwise agreed, we will not keep a list of the employees of the Firm who have access to certain information about an engagement for you in any situations other than those specified in 10.1.

10.3 Our list will not include information about people with access to insider information other than those employed by the Firm.

11. Communications and IT services

11.1 We communicate with our clients and other parties involved in engagements 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 for which we cannot accept any responsibility. If you would prefer us not to communicate via the internet, e-mail or video call in an engagement, please notify this to your client relationship partner or the partner responsible for the engagement.

11.2 Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone.

11.3 In order to rationalise our work processes, we use in-house and external IT services (e.g. document management systems, processing and analytical tools, 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.

12. Intellectual property rights and confidentiality

12.1 Copyright and any other intellectual property rights in all documents and work results that we generate for clients belong to us, although you have the right to use the results for the purposes for which they are provided. Unless specifically otherwise agreed, or prescribed by applicable laws, no document or other work result generated by us may be generally circulated or used for marketing purposes.

12.2 We protect the information you provide to us in an appropriate manner and in accordance with the codes of conduct applying to members of the Swedish Bar Association and/or the equivalent rules of other relevant jurisdictions in which we operate.

12.3 If you permit us to engage or work with other advisers on the engagement, we are entitled to provide them with material and other information that we consider may be relevant for such adviser to be able to advise or perform services for you. The same applies to material and other information that we have received as a consequence of the checks and verifications that we have carried out under Clause 5.2.

12.4 When a specific engagement has become public knowledge, we may disclose our involvement on your behalf in our publicity material and on our website. Our disclosure may only contain information that is already in the public domain. If we have reason to believe that you may be concerned about our disclosure, we will seek your consent before disclosure is made.

13. Conflicts of interest

We may be prevented from acting for a party if there is a conflict of interest in relation to another client. Before accepting an engagement, we therefore check whether there is a conflict of interest in accordance with the codes of conduct applying to members of the Swedish Bar Association and/or other relevant bar associations. Notwithstanding such checks, circumstances may arise that prevent us from acting for you in an ongoing or future engagement. If this occurs, we strive to treat our clients fairly, taking account of the codes of conduct applying to members of the Swedish Bar Association and/or other relevant bar associations. Accordingly, 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.

14. Document management

14.1 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.

14.2 After an engagement has completed, or otherwise 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 not for a period shorter than that required by the rules of the relevant bar association. 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. When the archiving period has expired, we reserve the right to destroy documents without notifying you.

14.3 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.

15. Complaints and claims procedures

15.1 We are committed to ensuring you are satisfied with our services and that we meet your expectations. If, for any reason, you are dissatisfied or have a complaint, you should notify the client relationship partner or the partner responsible for the engagement as soon as possible. Alternatively, you may contact our managing partner at managing.partner@msa.se. At your request, the managing partner and our general counsel will together investigate your complaint and endeavour to answer any questions you may have.

15.2 Any claim relating to any matter on which any entity of the Firm has advised you should be made to our managing partner as soon as you have become aware of the relevant circumstances. No claim may be made more than three months after the date the relevant circumstances were known to you or could have become known to you after reasonable enquiries. If a claim is not made within this time, your rights to make such claim are lost.

The limitation periods for claims against MSA New York, MSA Singapore or the Firm's office in Belgium are prescribed by applicable law.

In no circumstances can a claim be presented later than ten years after the advice to which it relates was given.

15.3 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 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.

15.4 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 any existing right of recourse against third parties by way of assignment or subrogation to us or to our insurers.

16. Amendments

These terms and conditions may be amended by us from time to time. The latest version is always available on our website: www.mannheimerswartling.se. Amendments to the terms and conditions will become effective only in relation to engagements begun after the amended version is posted on our website.

17. Different language versions

These terms and conditions have been produced in Swedish and English. The Swedish version applies to clients domiciled in Sweden. The English version applies to all other clients. English terms used in these terms and conditions shall be construed solely on the basis of Swedish legal tradition and laws, not on the basis of any other country's legal tradition or laws.

18. Governing law and jurisdiction

18.1 These terms and conditions and all issues concerning them, all matters on which we have advised you and all services we have provided to you are governed by and shall be construed in accordance with Swedish substantive law.

18.2 Except as provided by Clause 18.4, any dispute, controversy or claim that may arise out of or in connection with these terms and conditions or the breach, termination or invalidity of the terms and conditions, any specific conditions governing the matter or concerning any matter on which we have advised or failed to advise you, will be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration will be Stockholm, Sweden.

18.3 Each party undertakes to ensure that all arbitral proceedings conducted in accordance with Clause 18.2 are kept strictly confidential. This undertaking includes, inter alia, the fact that arbitral proceedings have been initiated, all information disclosed during the course of such proceedings, as well as any decision or award made or declared during the proceedings. Notwithstanding, this clause shall not restrict or prevent disclosure by a party if and to the extent such disclosure (i) is necessary in order to safeguard its rights towards the other party in connection with the dispute or towards its insurer, (ii) is required

of the party in accordance with law, stock exchange rules or similar applicable laws, or (iii) has been approved, in advance, in writing by the other party.

18.4 If a dispute concerning our fees arises between you and MSA New York, you may be entitled to arbitrate the dispute under Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you by MSA New York on request.

18.5 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.

18.6 Notwithstanding Clauses 18.2 and 18.4, we are entitled to commence proceedings against you for the payment of any sum due to us in any court with jurisdiction over you or any of your assets.