

## GENERAL TERMS AND CONDITIONS

### 1. About Gozzo Advokater

Gozzo Advokater is an association of lawyers who cooperate under the common designation Gozzo Advokater. These lawyers (hereinafter referred to as the "Lawyer"/"Lawyers") conduct their businesses through their respective limited liability companies (hereinafter referred to as the "Member Firms").

These general terms and conditions shall apply to services provided to clients by Member Firms (through Lawyers and employees of Member Firms).

These general terms and conditions may be amended from time to time. The current and applicable version of these general terms and conditions is available at [www.gozzo.se](http://www.gozzo.se). Unless otherwise agreed, amendments to these general terms and conditions shall only apply to engagements agreed after the amended general terms and conditions have been posted on [www.gozzo.se](http://www.gozzo.se) or otherwise communicated to the client.

By engaging a Member Firm, the client is deemed to have accepted these general terms and conditions which, together with any engagement letter or other special agreement, shall constitute the contract between the client and the Member Firm.

Engagement agreements are always concluded between the client and the relevant Member Firm as a legal entity. Therefore, neither another Member Firm nor Gozzo Advokater KB is a party to any such agreements.

Hereafter, when the term "Member Firm" is used in these general terms and conditions, it shall refer to the specific Member Firm engaged by the client and with which a contract for the provision of legal services has been concluded.

### 2. Conflict of interest and verification of identity

In accordance with the rules of the Swedish Bar Association, a lawyer is entitled to decline to accept a matter without giving reasons. If an enquiry is declined without giving reasons, there may be many underlying considerations that led to the decision to decline the matter. The fact that the request has been made is subject to confidentiality.

Prior to agreeing to represent a client the Member Firm shall assess whether a possible conflict of interest exists. Such assessment is made on the basis of information available to the Member Firm and the client is responsible for ensuring that all information necessary for a reliable conflict check is provided to the Member Firm. The assessment is based on the Swedish Bar Association's Code of Conduct. In terms of legal ethics, the

Lawyers' duty of loyalty extends to all clients of all Lawyers and their respective Member Firms and therefore all clients of all Lawyers and their respective Member Firms are included in the conflict check.

If, after the commencement of a particular engagement, the Member Firm becomes aware of circumstances such that would have resulted in the engagement not having been accepted, the Member Firm may withdraw from the engagement.

For certain engagement, the Member Firm is required by law to obtain, document, and retain satisfactory evidence of the client's identity as well as the existence and identity of a so-called beneficial owner. It may therefore be necessary for the Member Firm to request from the client identity documents relating to the client and any person involved in the matter on behalf of the client, and to obtain information from open sources and public registers. Documents and information so obtained will be retained in the files. The obligations described above apply not only when the Member Firm is engaged, but are an ongoing obligation of the Member Firm as long as the lawyer-client relationship exists.

Member Firms are also required by law to report suspicions of money laundering or terrorist financing or that property is otherwise derived from a criminal offence to the police. In such a situation, the Member Firm is prevented from informing the client of the suspicions and must also decline or withdraw from the engagement.

The Member Firm is not liable for any direct or indirect damage caused to the client as a result of compliance with the above obligations.

### 3. Performance of the engagement

The engagement will be performed by a Lawyer at the Member Firm having been engaged by the client, where appropriate with the support of other lawyers at the same Member Firm. If Lawyers from another Member Firm need to be engaged, other than to a limited extent, this will be agreed with the client.

The Member Firm's services and advice are provided on the basis of the conditions, facts and instructions presented by the client or its representative or a third party designated by the client for the purpose. The Member Firm is entitled to assume that the information provided is correct.

Advice and services provided will be specific to the matter and will be based on the legal situation prevailing at the time of the provision of the advice or services. Any advice, information and work product obtained as a result of the services provided must therefore not be used or be assumed to be reliable for any other purpose or in any other context. Advice and information shall never

be deemed to include, unless specifically agreed in writing, tax issues or tax consequences.

Services provided include only advice and information regarding Swedish law. Statements about foreign law are made on the basis of the respective Member Firm's experience and are not to be regarded as advice. Advice and assistance relating to foreign law must be obtained from advisors with specific expertise in the relevant jurisdiction. Combined, the Member Firms have a worldwide network of contacts at law firms which, on behalf of the client and by agreement, can be utilized.

If the Member Firm, within the framework of the engagement and by special agreement with the client, engages or co-operates with an external advisor, the Lawyer and the Member Firm shall in all respects be considered independent of such advisor. For the avoidance of doubt, no other Member Firm shall be considered as an external advisor.

Work carried out by an external advisor is carried out solely on behalf of the client. This applies even if the Member Firm has been responsible for contacts with the external advisor or has been invoiced by the external advisor.

The Member Firm shall have no obligation to investigate whether the advice provided to the client by an external advisor is correct or whether it is based on correct documentation and information.

The client, and not the Member Firm, is responsible for the fees and expenses charged by the external advisor for its work. If an external advisor invoices the Member Firm for its fees and expenses, the client is therefore obliged to reimburse the Member Firm for any costs incurred by the Member Firm in relation to such an external advisor.

The Member Firm is not responsible in any way for other external advisors, neither for the content of the services or advice they provide, nor for them having been retained or for having recommended them.

The Member Firm is not liable for damage caused by an external advisor. This shall apply also if the advisor has been engaged by the Member Firm on behalf of the client (and thus can be considered to have a contractual relationship with the Member Firm and not directly with the client) and also if the advisor reports to or invoices the Member Firm for his or her work.

#### **4. Fees and expenses**

Unless otherwise agreed, fees are determined on the basis of the time spent on the matter according to current and agreed hourly rates. Current hourly fees reflect the Lawyers' specialist knowledge and experience as well as all other knowledge, skills and experience that may be relevant to the performance of the engagement.

In addition to time spent, other relevant factors are also considered, in accordance with the Swedish Bar Association's guidelines, such as the scope, difficulty,

complexity and importance of the matter for the client, as well as the results achieved.

Any fee estimates are not binding but are only projections based on experience and on the information available at the time the estimate is made.

In addition to fees for work performed, costs and expenses relating to the matter or otherwise agreed are charged.

All fees are stated exclusive of VAT unless otherwise stated.

#### **5. Invoicing and payment**

Unless otherwise agreed, the Member Firm invoices on an ongoing basis, usually monthly and with 20 days' payment terms.

In the event of partial or total non-payment or delayed payment, penalty interest will be charged on the outstanding amount in accordance with the Interest Act. In the event of partial or total non-payment or delayed payment, and in the event that payment is not made upon reminder, the Member Firm shall also have the right to discontinue the performance of an engagement for the client, without liability for any damage that may be suffered by the client as a result of such discontinuation.

The Member Firm may request advance payment of fees and expenses. Unless otherwise agreed, advance payments are held separately in a client funds account and are deducted for payment of subsequent invoices.

If a matter involves court proceedings or arbitration, the client, regardless of whether he or she is the winning or losing party and regardless of whether the client is awarded full compensation for legal costs or not, is obliged to make full payment for services rendered and for documented costs incurred by the Member Firm. The above applies regardless of the client's ability to obtain compensation from the client's opposing party. An insurance policy to cover legal expenses may cover some of the client's or its opposing party's costs. Notwithstanding the insurance policy's terms and conditions or the insurance company's decision to reimburse, in whole or in part, such costs, the client is nevertheless obliged to pay in full for the services rendered and documented costs incurred by the Member Firm.

#### **6. Complaints and claims**

Solely the Member Firm engaged by the client can be held responsible for the assistance, advice and services provided within the framework of the engagement. The client can therefore not make claims against any other natural or legal person operating under the Gozso Advokater designation than the Member Firm engaged.

Any claims against the Member Firm, as well as any claims against other person or entity against whom the client wishes to make a claim, must be made in writing, and state the circumstances on which the claim is based, as soon as the client has become aware of these

circumstances. In addition, claims must always and in all circumstances be made within three (3) months of the date on which the relevant circumstances became, or after reasonable enquiry could have become, known to the client. If the client fails to submit a claim within the above-mentioned period or fails to submit the claim in writing with a satisfactory account of the circumstances on which it is based, the client loses the right to submit a claim and neither the Member Firm nor any other party can be held responsible in respect of the client's claim.

Clients who are consumers can, under certain conditions, direct their claims to the Swedish Bar Association's Consumer Disputes Board (Konsumenttvistnämnden, Sveriges advokatsamfund, Box 27321, 102 54 Stockholm) to have fee disputes and other financial claims tried.

## **7. Liability and limitation of liability**

The Member Firm's liability for any damage caused to the client as a result of the Member Firm's fault or negligence shall be limited to a maximum amount of SEK thirty (30) million. However, if the fee for an individual matter is less than three (3) million SEK, the liability in such a case is always limited to a maximum amount of three (3) million SEK. The Member Firm's liability shall never include damage in the form of reduction or loss of production, turnover or profit, loss of expected savings or other indirect or consequential damage, regardless of whether the damage was difficult to foresee or not.

The Member Firm's liability is always limited to the final damage actually suffered by the client, meaning that the Member Firm's liability shall be reduced by any amounts that may be paid under any insurance policy, indemnification, as a result of recourse or otherwise by third parties.

The Member Firm is not liable for any damage arising from the fact that advice, information or work results obtained by the client in a matter have been used in another context or for another purpose than what was intended. Advice, information and work results are intended solely for the client and the Member Firm is not liable to any third party as a result of the use or reliance thereon by such third party.

The Member Firm is not liable for any damage arising from circumstances beyond the Member Firm's control and which the Member Firm could not reasonably have foreseen and the consequences of which the Member Firm could not reasonably have avoided or overcome.

Each Member Firm maintains a liability insurance policy appropriate to its activities and must maintain this insurance policy by complying with the terms and conditions applicable to the insurance policy.

The limitations of liability set out in these general terms and conditions shall in all respects apply for the benefit of the Member Firm as well as for the benefit of any

other person or entity against whom the client wishes to make a claim.

## **8. Intellectual property rights**

The client has the unrestricted right to use, for the purpose for which it was made, all materials and other work products created under the engagement the Member Firm retains the intellectual property rights being the result of the performance of the engagement.

## **9. Confidentiality and communication**

When communicating, the Member Firm uses electronic communication which may involve certain security risks. The Member Firm bears no responsibility for these risks or for any damage that may arise from such electronic communication.

Information provided to the Member Firm is protected by confidentiality under law as well as under the Swedish Bar Association's Code of Conduct. In some cases, however, the Member Firm may be required by law to disclose confidential information.

If the Member Firm collaborates, with the approval of the client, with external advisors on a matter, the client shall be deemed to have given consent to the disclosure of such information and materials that the Member Firm deems relevant to the advisor's ability to perform the work.

## **10. Personal data**

The Member Firm is the data controller in respect of the personal data relevant to the engagement. Such personal data may be supplemented by information obtained from private or public registers or other external sources. Personal data is processed, among other things, to evaluate whether the engagement can be accepted and to administer and perform the engagement. Personal data may also be processed for other purposes such as to fulfil obligations arising from law and/or the Swedish Bar Association's Code of Conduct or to comply with official decisions or court orders. The Member Firm generally needs to process personal data relating to the client's employees, representatives and beneficial owners for the stated purposes.

Personal data is processed in accordance with the privacy policy (the "Privacy Policy") available at [www.gozzo.se](http://www.gozzo.se). By engaging the Member Firm, the client consents to the processing of personal data in accordance with the Privacy Policy. The client is responsible for forwarding all necessary information from these general terms and conditions and from the Privacy Policy to the representatives, agents and others whose personal data may be processed by the Member Firm.

## **11. The keeping of records**

The keeping of records and provision of documents is done in accordance with the rules of the Swedish Bar Association. Unless otherwise specifically agreed, the

Member Firm is not obliged to keep original documents.

## **12. Dispute resolution**

The Member Firm's engagements and these general terms and conditions as well as the Privacy Policy are governed by Swedish law without regard to principles of conflict of laws.

Disputes arising from the Member Firm's engagement, these general terms and conditions and/or the Privacy Policy shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC").

The Rules for Expedited Arbitration shall apply unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute, and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of the arbitration shall be Stockholm. Unless otherwise agreed, the language to be used in the arbitral proceedings shall be Swedish.

Arbitral proceedings initiated and information obtained in such proceedings, as well as any decision or award rendered as a result of such proceedings, shall be confidential and may not be disclosed without the written consent of the other party. However, a party shall not be prevented from disclosing such confidential information in order to preserve or enforce its rights in relation to the other party or if such an obligation exists under mandatory law or the like.

Notwithstanding the above, the Member Firm is always entitled to choose to bring an action against the client for overdue payments before a public court or to apply for an order for payment.

In the event of a dispute, clients who are consumers also have the possibility, under certain conditions, to direct their claims to the Swedish Bar Association's Consumer Disputes Board (Konsumenttvistnämnden, Sveriges advokatsamfund, Box 27321, 102 54 Stockholm).