

GENERAL TERMS AND CONDITIONS FOR ASTRA ADVOKATER (V 2022:6)

1 BACKGROUND

- 1.1 These terms and conditions apply to all services provided by ASTRA ADVOKATER KB ("ASTRA ADVOKATER") for its clients. When you engage ASTRA ADVOKATER, you are considered to have agreed to these general terms and conditions. References in these general terms and conditions to "us", "we", "our", etc. refer to ASTRA ADVOKATER. "Assignment" means all parts of a case considered jointly as a single assignment, regardless of whether it involves multiple juridical or natural persons and/or includes one or more assignment confirmations.
- 1.2 When providing services, ASTRA ADVOKATER is required to comply with the Swedish Bar Association's rules on proper professional conduct for lawyers as well as equivalent rules at other competent bar associations, including the Council of Bars and Law Societies of Europe (CCBE).
- 1.3 At ASTRA ADVOKATER, each assignment is associated with one of our lawyers, who becomes your primary contact person and assumes main responsibility for the services we provide for you. The lawyer in charge of the assignment has complete freedom to appoint the lawyers and other staff that he or she considers most suitable for the assignment to ensure that it is carried out in an appropriate manner.
- 1.4 Your connection to us consists of an agreement with ASTRA ADVOKATER and not with any natural person connected with ASTRA ADVOKATER, even if your intention is for the assignment to be carried out by one or more specific persons. All ASTRA ADVOKATER's partners and other persons working for or engaged by us (including employees, shareholders and directors) are subject to these general terms and conditions and under no circumstances will those persons have any individual liability to you, unless otherwise stipulated in an imperative law. For the purposes of clarification, limits on amounts set out in these general terms and conditions also apply to juridical and natural persons as though they were jointly considered as a single person.
- 1.5 ASTRA ADVOKATER does not provide advice concerning or based on the legal situation in any jurisdiction other than Sweden. Furthermore, we provide only legal advice and thus do not provide advice of a commercial or financial nature.
- 1.6 ASTRA ADVOKATER's services are adapted according to the circumstances of the individual assignment, the facts as presented to ASTRA ADVOKATER and the instructions you give us. You cannot, therefore, rely on a particular piece of advice in connection with any other matter or use it for any purpose other than the purpose for which it was provided.

2 IDENTIFICATION AND PERSONAL DATA

- 2.1 ASTRA ADVOKATER's legal obligations include checking its clients' identities and ownership structures and, in some cases, the origin of funds and other assets. ASTRA ADVOKATER may therefore ask for identity documents for you and the persons representing you and, if you are a juridical person, the natural

persons who have ultimate control over you (referred to as "beneficial owners") as well as documentation showing the origin of funds and other assets. ASTRA ADVOKATER is also required to verify the information provided to ASTRA ADVOKATER and for that purpose we may obtain information from external sources such as databases. All information and documentation obtained by ASTRA ADVOKATER in connection with these checks will be retained.

- 2.2 When you engage ASTRA ADVOKATER, you are considered to have given consent for ASTRA ADVOKATER to process your personal data for the purposes set out in this paragraph 2. As a rule, ASTRA ADVOKATER also needs to process the personal data of your representatives and beneficial owners for the same purpose and you are responsible for ensuring that those persons agree to such processing. If you require information on the personal data processed by ASTRA ADVOKATER, if you wish to correct certain personal data or if you have other questions about our personal data processing, we request that you contact the lawyer who has assumed responsibility for the assignment for which you have engaged ASTRA ADVOKATER.
- 2.3 ASTRA ADVOKATER is required by law to report any suspicions of money laundering or terrorist financing to the police. ASTRA ADVOKATER is also prevented by law from informing you of any such suspicions or that any such suspicions have been reported or may be reported to the police. If ASTRA ADVOKATER has any suspicions of money laundering or terrorist financing, it is required to decline or withdraw from the assignment.
- 2.4 ASTRA ADVOKATER cannot be held liable for any damage caused to you directly or indirectly as a result of ASTRA ADVOKATER's compliance with our obligations under paragraphs 2.1–2.3.

3 POWERS

- 3.1 When you engage ASTRA ADVOKATER, you thereby grant ASTRA ADVOKATER a right, unless you notify us otherwise, to adopt any measures that ASTRA ADVOKATER may consider necessary or desirable in order to carry out the assignment. For example, ASTRA ADVOKATER will be entitled to engage other advisers and professionals on your behalf and also otherwise incur reasonable costs for you. If ASTRA ADVOKATER engages other advisers and professionals, ASTRA ADVOKATER may request that they be directly contracted by you and you thereby take on direct responsibility for paying their fees and expenses.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 Copyright and other intellectual property rights on the work results that ASTRA ADVOKATER generates in an assignment belong to ASTRA ADVOKATER, although you are entitled to make use of the results for the purposes for which they were produced. Unless otherwise specifically agreed, no document or other work results generated by ASTRA ADVOKATER may be distributed publicly or used for marketing purposes.

5 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 5.1 ASTRA ADVOKATER protects the information you provide to ASTRA ADVOKATER in an appropriate manner and in accordance with the rules on proper professional conduct for lawyers. However, in some cases, ASTRA ADVOKATER has a legal obligation to disclose that information. The rules on proper professional conduct for lawyers also allow ASTRA ADVOKATER to disclose such information in certain situations.
- 5.2 In cases in which ASTRA ADVOKATER carries out an assignment for more than one client, ASTRA ADVOKATER is entitled to disclose to the other clients any material and other information supplied to ASTRA ADVOKATER by one of the clients. In certain cases, ASTRA ADVOKATER also has an obligation in accordance with proper ethical conduct for lawyers to inform the other clients of such material and information.
- 5.3 If ASTRA ADVOKATER engages or collaborates with other advisers or professionals in the assignment, ASTRA ADVOKATER is entitled to disclose any material and other information that ASTRA ADVOKATER considers may be relevant to enable the adviser or professional to give advice or provide other services for you. The same applies to any materials and other information obtained by ASTRA as a result of checks carried out by ASTRA in accordance with paragraph 2.
- 5.4 If ASTRA ADVOKATER does not charge VAT on its services to you, ASTRA ADVOKATER is required by law in certain cases to provide information to the competent authority on your VAT number and the value of the services provided. When you engage ASTRA ADVOKATER, you are considered to have given your consent for ASTRA ADVOKATER to disclose this information to a competent authority.
- 5.5 Once a case has become public knowledge, ASTRA ADVOKATER is entitled to provide information on its participation in the case in its marketing and on its website (including logotypes and other commercial signs) and other information on the case that is already public knowledge.

6 FEES AND EXPENSES

- 6.1 ASTRA ADVOKATER's fees are charged according to principles that are consistent with the rules on proper professional conduct for lawyers and are normally established on the basis of multiple factors such as time spent, complexity, the expertise, skill, experience and resources required by the assignment, the amounts involved in the assignment, any risks for ASTRA ADVOKATER, time pressure and results achieved.
- 6.2 In addition to fees, ASTRA ADVOKATER issues charges in respect of reimbursement of expenses. This may apply, for example, to expenses for other advisers and professionals, registration fees, investigation costs, courier and travel expenses, costs for agency personnel, catering, copying, use of databases and telephone expenses.
- 6.3 In addition to the fee and reimbursement of expenses, VAT is also payable in cases in which ASTRA ADVOKATER is required to charge it.

7 INVOICING AND PAYMENT

- 7.1 As a rule, ASTRA ADVOKATER invoices you on a monthly basis. The invoices can either be on account or final. An invoice on account does not necessarily contain an accurate estimate of the amount payable for the services provided by ASTRA ADVOKATER. In cases in which ASTRA ADVOKATER has invoiced you on account, the final invoice will specify the total fee for the assignment or part of the assignment, with a deduction for the fee that was invoiced on account.
- 7.2 ASTRA ADVOKATER is always entitled to request advance payment for fees and expenses. Amounts paid in advance will be offset against future invoices. The total amount for services provided and expenses may be higher or lower than the amount of the advance payment.
- 7.3 Each invoice specifies a due date. Unless otherwise specified in the invoice, the due date is 10 days from the invoice date. In the event of non-payment, interest on overdue payment will be charged at the rate applicable in accordance with the Interest Act from the due date to the date when payment is received.
- 7.4 In court proceedings and arbitration procedures, the losing party may be required to pay the winning party's legal costs (including the attorneys' fees). However, it is rare for all the winning party's legal costs to be reimbursable. However, regardless of whether you are the winning party or the losing party, you must pay for the services provided by ASTRA ADVOKATER and for any expenses that ASTRA ADVOKATER incurred in connection with the fact that ASTRA ADVOKATER represented you in court proceedings or an arbitration procedure. This therefore applies regardless of the extent to which you in turn receive compensation from the other party.
- 7.5 If ASTRA ADVOKATER's fees and expenses are to be financed by a claim filed by you under legal expenses insurance, you must still pay any part of the fee and the expenses that exceeds what is actually paid out under the insurance. ASTRA ADVOKATER makes no promises concerning what may finally be covered by legal expenses insurance.

- 7.6 If you ask ASTRA ADVOKATER to address an invoice to another person, ASTRA ADVOKATER may agree to do so, but only on condition that it is clear that the procedure is not contrary to law, that the identity of the recipient of the invoice and other circumstances relating to the recipient set out in paragraph 2 have been confirmed and that, if ASTRA ADVOKATER so requests, you immediately pay any amounts that were not paid on the due date. If the recipient of the invoice fails to settle the invoice on the due date, you are therefore liable for payment. No client relationship arises between ASTRA ADVOKATER and the recipient of the invoice. ASTRA ADVOKATER is entitled to attach specifications of work carried out to invoices.

8 COMMUNICATION AND IT SERVICES

- 8.1 ASTRA ADVOKATER normally communicates with clients, courts and others using the internet, email and video calls. Electronic means of communication are effective but may entail risks from the point of view of

information security and confidentiality. We are not liable for such risks and if you would prefer not to communicate via the internet, email or video call in any assignment, we ask you to inform your primary contact person or the lawyer in charge of the assignment.

8.2 We use filters, firewalls and other security devices to protect ASTRA ADVOKATER's systems that nevertheless may possibly reject or filter out legitimate emails. If you have sent an important email, we ask you to follow it up by phone, text message or in some other way to ensure that we have received the information.

8.3 We use internal and external IT services at ASTRA ADVOKATER (including but not limited to document management systems, tools for processing and analysis, electronic signing services and virtual data rooms). ASTRA ADVOKATER always adopts reasonable measures to ensure that those systems and services maintain a high level of information security and availability.

9 LIABILITY AND LIMITATION OF LIABILITY

9.1 ASTRA ADVOKATER's liability for damage caused to you as a result of fault or negligence or breach of contract on the part of ASTRA ADVOKATER is limited to SEK 47 million per assignment, or SEK 5 million if our fee in the assignment in question is below SEK 1 million. Price reductions or other penalties are not payable in addition to damages. We accept no obligation to pay the penalty.

9.2 Limitation of our liability also applies to multiple damages if those damages were caused by the same act or omission or by the same type of act or omission. This applies regardless of when the damage was caused or occurred.

9.3 ASTRA ADVOKATER will under no circumstances be liable for loss of production, loss of profit or any other indirect damage or loss or consequential damage or loss.

9.4 ASTRA ADVOKATER's liability will be reduced by any amount that you may receive from insurance that you have taken out or that you are otherwise covered by or in accordance with an agreement or indemnity bond that you have entered into or are a beneficiary of, provided that it is not incompatible with the terms of the insurance or the conditions of the agreement or indemnity bond and that your rights under the insurance, the agreement or the indemnity bond are not restricted.

9.5 Other advisers and professionals must be considered to be independent of ASTRA ADVOKATER, regardless of whether ASTRA ADVOKATER engaged them or they were contracted by you directly. ASTRA ADVOKATER is thus not liable for other advisers and professionals or for selecting them or for the fact that ASTRA ADVOKATER recommended them or for the advice and other services they provide. This applies regardless of whether they report to ASTRA ADVOKATER or to you.

9.6 If you have agreed to a disclaimer or limitation of liability in relation to any other adviser or professional, ASTRA ADVOKATER's liability will be reduced by the amount that ASTRA ADVOKATER could have obtained

from the adviser or professional had his or her liability not been excluded or limited, regardless of whether or not the adviser or professional would have been able to pay the amount to ASTRA.

9.7 ASTRA will not be liable for damage arising from your use of ASTRA ADVOKATER's work results or advice in any context or for any purpose other than those for which they were provided or given. Unless otherwise stipulated in the provisions contained in paragraph 9.10, ASTRA ADVOKATER will not be liable for damage suffered by a third party due to the fact that you made use of ASTRA ADVOKATER's work results or advice.

9.8 Unless the assignment relates specifically to tax advice, ASTRA ADVOKATER is not liable for damage caused to you by the fact that you are charged tax or risk being charged tax as a direct or indirect result of the services provided by ASTRA ADVOKATER.

9.9 ASTRA ADVOKATER is not liable for damage arising as a result of circumstances beyond ASTRA ADVOKATER's control that ASTRA ADVOKATER could not reasonably have anticipated at the moment when it took on the assignment and whose consequences ASTRA ADVOKATER could not reasonably have avoided or overcome.

9.10 If ASTRA ADVOKATER, at your request, allows an external person to rely on ASTRA ADVOKATER's work results or advice, such will not lead to any increase in ASTRA ADVOKATER's liability or to that liability being otherwise affected to the detriment of ASTRA ADVOKATER. ASTRA ADVOKATER can be held liable to such an external person only to the same extent to which ASTRA ADVOKATER can be held liable to you. Amounts that ASTRA ADVOKATER may be required to pay to such an external person will reduce ASTRA ADVOKATER's liability to you to a corresponding extent and vice versa. No client relationship arises between ASTRA ADVOKATER and the external person. The foregoing also applies in cases in which ASTRA ADVOKATER issues certificates, statements or similar to an external person at your request.

9.11 Any limitation of liability that applies to ASTRA ADVOKATER under these terms and conditions or in accordance with a separate agreement with you also applies in all respects to the benefit of and is applicable to partners or former partners of ASTRA ADVOKATER and lawyers and other persons who work for or are engaged by ASTRA ADVOKATER or who have been engaged by ASTRA ADVOKATER.

10 COMPLAINTS AND CLAIMS

10.1 If, for any reason, you are dissatisfied with ASTRA ADVOKATER's services and wish to make a complaint, we request that you notify the lawyer in charge of the assignment as soon as possible. Alternatively, you can also contact the ASTRA ADVOKATER Board of Directors.

10.2 Claims relating to advice provided by ASTRA ADVOKATER must be submitted to the ASTRA ADVOKATER Board of Directors as soon as you become aware of the circumstances on which the claim is based. Claims may be filed no later than 180 days after (i) the date of ASTRA ADVOKATER's final invoice for the assignment to which the claim relates and (ii) the date

on which the circumstances on which the claim is based became known or could have become known to you had you carried out reasonable enquiries.

10.3 Under no circumstances may a claim be filed more than ten years after the advice to which the claim relates was given.

10.4 If a client, who is a consumer, is not satisfied with a service provided by ASTRA ADVOKATER, that client has the option of resorting to the Swedish Bar Association's Consumer Disputes Board. Before doing so, the client should contact the lawyer to discuss the matter and attempt to achieve a solution through mutual understanding. In this context, "consumer" means a natural person who is acting for a purpose that falls outside a business or professional activity. More information about the Consumer Disputes Board and the cases examined by the Board is available on the Board's website:
www.advokatsamfundet.se/konsumenttvistnamnden.

Konsumenttvistnämnden, Sveriges advokatsamfund, Box 27321, 102 54, Stockholm. Tel no. 08-459 03 00. konsumenttvistnamnden@advokatsamfundet.se.

10.5 If ASTRA ADVOKATER or ASTRA ADVOKATER's insurer pays you compensation resulting from your claim, you must, as a prerequisite for the payment, assign to ASTRA ADVOKATER or ASTRA ADVOKATER's insurer the right of recourse against third parties by subrogation or assignment.

11 LIABILITY INSURANCE

11.1 ASTRA holds liability insurance in addition to the Swedish Bar Association's obligatory liability insurance.

12 TERMINATION OF THE ASSIGNMENT

12.1 You may terminate the collaboration with ASTRA ADVOKATER at any time by requesting in writing that ASTRA ADVOKATER withdraw from the assignment. You must nevertheless pay for the services provided by ASTRA ADVOKATER and for expenses incurred by ASTRA ADVOKATER before the assignment ceased.

12.2 The law and the rules on proper professional conduct for lawyers specify the circumstances under which ASTRA ADVOKATER has a right or an obligation to decline or withdraw from an assignment. This may occur, for example, in the case of unsatisfactory client identification, suspicions of money laundering or terrorist financing, conflict of interest, non-payment, lack of instructions or if there is no longer any trust between you and ASTRA ADVOKATER. However, if ASTRA ADVOKATER withdraws from the assignment, you must pay for the services provided by ASTRA ADVOKATER and expenses incurred by ASTRA ADVOKATER before the withdrawal. In any case, the assignment ceases when it has been completed.

13 ARCHIVING

13.1 When an assignment has been completed or has otherwise ceased, ASTRA ADVOKATER will archive (at ASTRA ADVOKATER's premises or at the premises of a third party and in paper or electronic form) virtually all documents and work results accumulated and generated in the assignment. The documents and the

work results will be archived during the period required, in ASTRA ADVOKATER's opinion, according to the nature of the assignment, though never for a shorter period than is required by law or the rules on proper professional conduct for lawyers.

13.2 Since ASTRA ADVOKATER is required to archive virtually all documents and work results accumulated or generated in the assignment, ASTRA ADVOKATER is unable to comply with any request to restore (without making and retaining a copy) or destroy a document or work result before the expiry of the archive period. If you ask ASTRA ADVOKATER to empty an electronic document in ASTRA ADVOKATER's document management system, ASTRA ADVOKATER will comply with your request to the extent permitted by law and the rules on proper professional conduct for lawyers (though in these cases, ASTRA ADVOKATER will retain a hard copy of the documents removed or will save them on electronic storage media), normally in exchange for payment if the work is time consuming.

13.3 Unless ASTRA ADVOKATER specifically agrees otherwise, ASTRA ADVOKATER will provide you with all original documents when an assignment has been completed or has otherwise ceased. Nevertheless, ASTRA ADVOKATER may retain a copy of the original documents.

14 CHANGES, PRECEDENCE AND LANGUAGE VERSIONS

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

14.2 These general terms and conditions may be amended from time to time. The version in force at any given time is published on our website at astralaw.se. For the purposes of clarification, any changes only apply to assignments that began after the adjusted version was published.

14.3 These general terms and conditions have been prepared in a Swedish language version and an English language version. The Swedish language version applies in relation to clients resident in Sweden. The English language version applies to the remaining clients.

15 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

15.1 These general terms and conditions and (if applicable) the assignment confirmation and all questions deriving from them, ASTRA ADVOKATER's assignment and ASTRA ADVOKATER's services must be regulated and interpreted in accordance with Swedish substantive law.

15.2 Any dispute arising out of these general terms and conditions, the assignment confirmation (if applicable), ASTRA ADVOKATER's assignment or ASTRA ADVOKATER's services must be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration procedure must take place in Stockholm. The language to be used is Swedish,

unless you and ASTRA ADVOKATER agree to use English instead.

- 15.3 Notwithstanding the provisions contained in paragraph 15.2, we are entitled to bring actions regarding claims that have fallen due in courts with jurisdiction over you or any of your assets. We are also entitled to apply to the Swedish Enforcement Authority for the issue of an order to pay.