

## GENERAL TERMS AND CONDITIONS FOR THE LAW FIRM DELPHI

In addition to what is stated in our engagement letter, we carry out our engagement in accordance with the following terms and conditions.

### 1. Application

- 1.1 These general terms and conditions apply to the services provided to clients by Advokatfirman Delphi AB, Advokatfirman Delphi KB, Advokatfirman Delphi i Göteborg KB, Advokatfirman Delphi i Malmö AB or Advokatfirman Delphi i Östergötland AB (individually and jointly "Delphi", "we", "us" or "our"). By engaging Delphi, you are deemed to have accepted these terms and conditions which, in addition to our engagement letter, therefore shall be regarded as contractual content between you and Delphi.
- 1.2 To the extent the engagement is extended or new engagements are submitted, these general terms and conditions shall apply irrespective of whether the terms and conditions once again have been sent to you or not.
- 1.3 These general terms and conditions may be amended by us from time to time. The current version can always be viewed on our website, [www.delphi.se](http://www.delphi.se). Amendments in the general terms and conditions will become effective only in relation to engagements initiated after the amended version was posted on our website. On your request a copy of the latest version of these terms and conditions will be sent to you.
- 1.4 These general terms and conditions are available in Swedish and English. For clients domiciled in Sweden, the version in Swedish shall apply. The version in English shall apply for all other clients.

### 2. Provision of services

- 2.1 We shall, in cooperation with you and your representatives, carry out our services professionally and with use of the specialist expertise available within Delphi. In providing our services, we are required to observe the code of conduct established by the Swedish Bar Association.
- 2.2 We will appoint one or more client relationship partners who have the overall responsibility for our services to you. In addition, we will also appoint a case-responsible partner, who is responsible for our work in each individual engagement. This may be your client relationship partner or some other partner with relevant expertise for the engagement in question.

- 2.3 The result of our work within the framework of a given engagement is tailored to the circumstances in the specific case. Accordingly, our advice in a particular matter may not be relied on in any other matter or used for any other purpose, nor may the result of our work be used in any other way for purposes other than that for which it was intended.
- 2.4 The advice we give you in a particular matter is based on the legal position in force at the time the advice is given. To the greatest possible extent, we naturally also seek to observe the circumstances which may affect the relevance of our advice within the immediate future. But, unless we have specifically agreed otherwise, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal position.
- 2.5 The contract regarding our discharging of a specific engagement is a contract between the relevant legal entity of Delphi and you. This applies even if it is your express or implied intention that the work be carried out by a specific person or persons. Notwithstanding this, all partners of Delphi and all persons working for, or are engaged by, Delphi are covered by these terms and conditions and under no circumstances will these be deemed to have any personal liability to you, except as provided by mandatory law.
- 2.6 You are aware that we can only give advice in respect of and based on the law in Sweden or the jurisdiction or jurisdictions where the lawyers who assist in the engagement are qualified to act. We cannot, therefore, provide advice in respect of or based on the laws of any other jurisdiction. Based on our lawyers' general experience, we may express views on legal issues in another jurisdiction. This is merely intended to provide the benefit of our experience and shall not in any way be construed as constituting advice. Such advice must instead be obtained from lawyers qualified in the relevant jurisdiction. And if you so require it, we can, of course, assist you in obtaining advice from lawyers in the jurisdictions concerned.
- 2.7 Even if, during the implementation of an engagement, tax issues may be involved please note in particular that our advice in a particular engagement does not include advice on potential tax consequences unless the engagement expressly included the rendering of tax advice.

### **3. Conflict of Interest**

3.1 Due to applicable rules governing the codes of conduct established by the Swedish Bar Association, we may be prevented from acting for you in a specific matter if there is a conflict of interest in relation to another client. Before we take on an engagement, we therefore check to ascertain whether such a conflict of interest exists. A conflict of interest may also arise during an ongoing engagement due to subsequently occurring circumstances. Should this occur, we will strive to treat our clients equally, taking into account the codes of conduct established by the Swedish Bar Association. On the basis of the above, it is therefore important before and during the engagement that you provide us with the information that you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

### **4. Termination of engagement**

4.1 We have the right to, with immediate effect, withdraw from our engagement if:

4.1.1 despite a reminder, you do not pay our invoice in this or any other engagement;

4.1.2 we have agreed that you shall pay us in advance, the advance is exhausted and no replenishment of the advance is made at our request;

4.1.3 you become insolvent and we believe that there is a risk of not receiving payment for work performed and/or expenses;

4.1.4 the cooperation between us and you has not for a period worked satisfactory and cannot reasonably be expected to improve; or

4.1.5 we, under applicable law, the code of conduct established by the Swedish Bar Association or other reasons have the right and/or obligation to withdraw from our engagement.

4.2 You may terminate our engagement at any time by requesting us in writing to cease acting for you. If you do so, you must still pay our fees for services provided and expenses incurred prior to the date of termination.

### **5. Fees and payment**

5.1 In accordance with applicable rules governing the codes of conduct established by the Swedish Bar Association, our fees are based on a number of factors such as, but not restricted to: (i) time spent; (ii) qualifications, experience and resources required; (iii) amounts involved; (iv) the risk to which Delphi is exposed within the framework of the engagement; (v) time constraints; and (vi) the result achieved. Estimations of likely fees provided by us are only prognoses based on experience; however they are

not binding in any respect unless expressly stated in writing. In addition to our fees, disbursements for travel and other expenses may be charged. Although, in certain cases, we pay limited expenses on your behalf and charge them to you, we may ask you to advance the amount of any expenses or forward the relevant invoice to you for payment.

5.2 Unless otherwise agreed, we send invoices on a monthly basis. We may send you preliminary (on account) or final invoices. Preliminary invoices indicate reasonable estimate of the amount that is to be paid for our services. In cases when we send preliminary invoices, the final invoice for the engagement or part of the engagement will set out the total amount of our fees and expenses with the fees and expenses payable according to any preliminary invoice deducted. In certain cases, we may request an advance payment for fees. Such payment will be used to settle future invoices.

5.3 Unless otherwise agreed, our invoices become due for settlement 30 days after the invoice date. At estimated credit risk the due date may be less or advance payment requested as stated above. If an invoice is not paid, interest on the balance owed will be charged at the statutory rate applicable from the due date until receipt of payment. Our invoices are made payable at your registered address unless you, in writing, instruct us otherwise.

5.4 In disputes (both in courts and in arbitration procedures) the losing party is normally ordered to pay the costs (including legal fees) of the winning party. Irrespective of whether you should be the winning or losing party you are obliged to pay our fees for services rendered and expenses incurred in representing you in litigation or arbitration.

### **6. Legal costs and expenses insurance**

6.1 In case your matter concerns a dispute, some of your and your counterpart's fees and expenses may be financed by your (if any) legal costs and expenses insurance. Notwithstanding the relevant terms of such insurance, and the decision by the insurance company concerned to wholly or partly compensate these costs, you must still pay our invoices.

### **7. External advisors and consultants**

7.1 Your matter may require assistance from other advisors or consultants (e.g., foreign attorneys). If so requested, we will assist you to identify and instruct such advisors or consultants for a particular matter and/or instruct such advisors or consultants for your account. However, we will assume no responsibility or liability for any advice given by them (irrespective of such advice is conveyed to you through us). And we shall have no responsibility for fees and expenses charged by other advisors. It is your responsibility to

pay fees and expenses charged by such advisors. We will instruct other advisors to address their invoices directly to you.

## **8. Limitation of liability**

8.1 Unless otherwise expressly stated in the engagement statement the liability of Delphi for any loss or damage which you are caused as a result of error or negligence on our part shall be limited to the sum of 50 million Swedish kronor or, if our fee for the engagement concerned is less than one million Swedish kronor, ten million Swedish kronor. Our responsibility, however, shall not include reduction or loss of production, turnover or profit, absence of anticipated economies or other indirect or consequential loss or damages, regardless if the damage was difficult to predict or not.

8.2 Delphi maintains, in addition to the Swedish Bar Association's compulsory professional indemnity insurance, for professional indemnity insurances tailored to the business.

8.3 Our liability to you will be reduced by any amount which may be obtained under any insurance in accordance with agreement or indemnity undertaking, provided that it is not incompatible with insurance conditions or conditions in accordance with the agreement or indemnity undertaking and that your rights under the insurance, agreement or indemnity undertaking are not restricted.

8.4 We are not liable for any loss or damage suffered as a result of the use by you of the result of an engagement or our advice in any other context or for any other purpose than for which it was given. We shall not have any liability for loss suffered by any third party as a consequence by your or any third party's use of our services or advice. We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and consequences of which we could not reasonably have avoided or overcome.

## **9. Complaints and claims**

9.1 It is our hope that you are satisfied with our services and that we fulfil your expectations. If, for any reason, you are not satisfied with our services or have a complaint, we would ask you to notify the client relationship partner or the relevant engagement partner as soon as possible.

9.2 Any claims related to services which are provided by any division within Delphi shall be submitted to the division concerned as soon as you have become aware of the circumstances giving rise to the claim. No claim may be submitted later than twelve month

after the later of (i) the date of the issue of the last invoice for the engagement to which the claim refers and (ii) the date the circumstances giving rise to the claim became known or after reasonable investigations could have become known to you.

9.3 If you are a client and a consumer, you have the opportunity to turn to the Swedish Bar Association's Consumer Disputes Board if we have not been able to reach a consensus with you.

## **10. Identification and information**

10.1 In certain engagements, we are required by law to collect and preserve satisfactory evidence regarding our clients' identity. We may therefore ask you to provide us with evidence of your identity and/or the identity of your corporation and/or the identity of any other person involved in the engagement on your behalf. New clients may also be asked for references. We shall retain and store all the information and documentation that we have gathered in connection with the above mentioned checks.

10.2 We are also legally obliged to report suspicions of money laundering or financing of terrorism to the relevant authority, currently the Swedish Financial Intelligence Unit. We are thereby prevented from informing you of possible suspicions or that a report has been, or will be, made to the Swedish Financial Intelligence Unit. In cases of suspicion of money laundering or financing of terrorism, we are obliged to decline or cease to act in the engagement.

10.3 We are also legally obliged to in some cases provide information to the tax authorities on your value added tax registration number and the value of the services we have provided to you. By engaging Delphi, you are deemed to accept that we will provide such information to the tax authorities in accordance with current regulations.

10.4 Delphi are not liable for any loss or damage which you cause, directly or indirectly, as a consequence of us having observed the obligations which follow from Clauses 10.1-10.3 above.

## **11. Information on processing of personal data**

11.1 The specific entity within Delphi that you have engaged for a particular matter is controller of personal data with regard to your personal data. Delphi will process personal data received from you or collected by us before or in connection with our engagement for the purpose of performance and administration of our engagement, to control the identity of our clients and their ownership structure as well as to seek information about the matter and in certain instances their origin of funds and other assets, to check conflicts of interest, by e-mail or any other form of communication, provide general as well

as customer specific news and information regarding our services. The information may also be used by us to adapt our services.

- 11.2 Personal data may be made available to other Delphi entities. We will however not share personal data to any third party unless, (i) it has been agreed between Delphi and you in a specific matter, (ii) if it, during performance of a specific engagement, is necessary in order to protect your rights, (iii) if it is necessary to fulfil our obligations under law, by order from authorities or court or (iv) in case we assign a third party service provider will only process personal data on behalf of us and they will be under an obligation to protect your personal data. Personal data will not be shared with any third parties for their marketing purposes.
- 11.3 You have the right to receive information from us regarding our use of your personal data. We will upon your request, or at our own initiative, correct incorrect information. You also have the right to request, by notice in writing, that your personal data is not processed for purposes concerning direct marketing.
- 11.4 Please contact your client responsible partner for questions and information regarding our personal data processing. You may also contact us on [pul@delphi.se](mailto:pul@delphi.se) or at the addresses below.

Advokatfirman Delphi AB, 556795-0364, P.O. Box 1432, SE-111 84 STOCKHOLM, SWEDEN.

Advokatfirman Delphi KB, 969649-9988, P.O. Box 1432, SE-111 84 STOCKHOLM, SWEDEN.

Advokatfirman Delphi i Göteborg KB, 969693-6815, Östra hamngatan 29, SE-411 10 GÖTEBORG, SWEDEN.

Advokatfirman Delphi i Malmö AB, 556326-2913, Stora nygatan 64, SE-211 37 MALMÖ, SWEDEN.

Advokatfirman Delphi i Östergötland AB, 556668-1978, P.O. Box 465, SE-581 05 LINKÖPING, SWEDEN.

## 12. Intellectual property rights

- 12.1 All intellectual property right attributable to the result of our work belong to Delphi. You have the right to employ the result of our work for those purposes for which it has been provided. Unless it otherwise follows from the purpose or anything else in separately agreed, you may not disseminate the result of our work or employ the result for marketing purposes.

## 13. Confidentiality

- 13.1 We undertake to protect the information you disclose to us in accordance with the codes of conduct

established by the Swedish Bar Association. If you permit us to engage or work with other advisers on the engagement, you will be deemed to have consented to us providing them with material and other information that we consider may be of relevance in order for the adviser to be able to give advice to 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 pursuant to Clause 10 above.

- 13.2 Where engagements regarding transactions and other similar engagements are concerned, we reserve the right to disclose our involvement on your behalf in our publicity material as soon as a certain transaction or engagement concerned has entered the public domain. If we have particular reason to believe that you do not wish us to provide information concerning our assistance, we will seek your permission before disclosure is made.

## 14. Communication

- 14.1 We regularly make use of electronic communication with the framework of discharging our engagements. Despite electronic communication having many advantages, we are aware that electronic communication can also involve risks, for example in respect of security. And if you, for any reason, do not wish to communicate with our clients via the Internet or e-mail in relation to an engagement, please notify your client relationship partner or relevant engagement partner.
- 14.2 We would also ask you to note that it occasionally happens that electronic messages do not reach the intended recipient. In the event of you sending important or time-sensitive information through electronic communication means, you should confirm our receipt of the information in some other way, e.g. via telephone.

## 15. Documents

- 15.1 In order to facilitate the discharge of our engagements, we may store documents and work products which are produced by us or provided by you or a third party digitally in a common system for all divisions with Delphi. After the completion of a certain engagement, we will keep (or store) all relevant documents and all relevant work products generated within the framework of the engagement, whether on paper or electronically, for as long as we consider this to be justified. However, under no circumstances for a period shorter than that required under the rules of the Swedish Bar Association. After the conclusion of the engagement, we shall return received original documents. If we find it justified, we shall retain copies of those documents.

**16. Market Abuse Directive**

- 16.1 If you wish us to establish and maintain an insider list to comply with your obligations under the Market Abuse Regulation (596/2014), you must inform us in writing accordingly.

**17. Governing law and disputes**

- 17.1 These general terms and conditions, engagement confirmation and all other issues which are attributable to our engagement or engagements on which we have advised you, are governed by and will be construed in accordance with Swedish substantive law without reference to any rules or principles on conflicts of laws.
- 17.2 Any disputes, controversy or claim arising out of or in connection with these general terms and conditions, our engagement letter, our engagement or our advice or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations 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 place of arbitration shall be the place where your client relationship partner mainly operates. The language to be used in the arbitral proceedings shall be English.
- 17.3 Arbitral proceedings conducted with reference to clause 17.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential and may not be disclosed to a third party without the express consent of the other party. You or we shall however not be prevented from disclosing such strictly confidential information in order to preserve your/our rights against the other party or, if you or we are required to so disclose, pursuant to mandatory law or similar.
- 17.4 Notwithstanding clause 17.2, Delphi shall always be entitled to commence proceedings for the payment of any amount due in respect of the engagement or otherwise in any court or authority (for example the Swedish Enforcement Authority) having jurisdiction over you or any of your assets.