

## GENERAL TERMS AND CONDITIONS FOR DELPHI LAW FIRM (2026:1)

Any and all services performed by us to or for you, which may include legal advice and related services, make out our Engagement ("Engagement").

The scope, pricing and other specific terms and conditions of any Engagement is primarily governed by our Engagement Letter agreed with you (the "Engagement Letter"). The Engagement Letter incorporates these General Terms and Conditions (the "General Terms and Conditions"). If, for any reason, no Engagement Letter was signed between you and Delphi, these General Terms and Conditions still apply to our Engagement.

The code of conduct established by the Swedish Bar Association as well as other applicable bar associations (including the Council of Bars and Law Societies in Europe (CCBE) in respect of crossborder activities within the European Economic Area) apply to the services provided by Delphi.

### 1. Application

- 1.1 Unless anything is stated to the contrary in an Engagement Letter the General Terms and Conditions apply to Engagement provided by either of 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 referred to as "Delphi", "we", "us" or "our").
- 1.2 By engaging with Delphi, you are deemed to have accepted the General Terms and Conditions on your own behalf or, as the case may be, on behalf of any other person or entity, legal or natural, whom you represent ("you"). We will accept instructions from you or any other individuals representing an entity whom we have reason to presume have a right to instruct us on your behalf.
- 1.3 The Engagement Letter and General Terms and Conditions are considered contractual content between you and Delphi and apply to all parts and aspects of our Engagement, irrespective of whether the Engagement involves numerous entities or individuals, refers to several instructions, is covered by separate teams or legal entities within Delphi, addresses several areas of law, gives rise to separate invoices and/or whether Delphi is acting on behalf of several entities or individuals.
- 1.4 To the extent an Engagement is extended or new Engagements are agreed, the General Terms and Conditions shall apply irrespective of whether the General Terms and Conditions were sent to you in connection with a specific Engagement or not.
- 1.5 The General Terms and Conditions may be amended by us from time to time. The most recent version can always be viewed on our website, [www.delphi.se](http://www.delphi.se). Amendments to the General Terms and Conditions apply only to Engagements accepted after the amended version was posted on our website. On request, a copy of the latest version of the General Terms and Conditions will be sent to you.
- 1.6 The General Terms and Conditions are available in Swedish and English. If you are domiciled in Sweden, the Swedish version shall apply and prevail over the English version. If you are domiciled outside Sweden, the English version shall apply and prevail over the Swedish version.
- 1.7 Newsletters, seminars, articles, and podcasts through which we provide information on a general basis as to legal developments in various areas can not be construed as legal advice and, as a result, these General Terms and Conditions do not apply.

### 2. Our Engagement

- 2.1 We shall, in cooperation with you and any other representatives, carry out our Engagement professionally. In providing our Engagement, we adhere to the codes of conduct established by the Swedish Bar Association.
- 2.2 We will appoint one or more lawyer(s) (Swe: *advokat*) as client relationship manager(s) who will have the overall responsibility for our Engagements with you. In addition, we will also appoint a case-responsible lawyer, who is responsible for our work in each individual Engagement. The case-responsible lawyer may be the same person as your client relationship manager or another lawyer with relevant expertise for the Engagement in question. Unless otherwise agreed, the client relationship manager(s) or case-responsible lawyer (as applicable) proposes the staffing deemed necessary or desirable to ensure appropriate delivery of the Engagement.
- 2.3 You understand and confirm that the client relationship manager(s) and/or the case-responsible lawyer may not have relevant experience and/or expertise within all areas of the Engagement and that, in addition to the client relationship manager(s) and the case-responsible lawyer, other lawyers, employees and/or personnel of Delphi with relevant experience and/or expertise may be involved to ensure appropriate delivery of the Engagement.

- 2.4 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.
- 2.5 Through the Engagement Letter, we normally agree the scope of the Engagement. The scope may later be changed, expanded, or reduced based on information provided by you. If required by the code of conduct of the Swedish Bar Association, we will provide you with written confirmation of the scope of the Engagement.
- 2.6 We provide our services based on the circumstances, facts, and instructions presented by you within the Engagement. We are entitled to assume that these are accurate and complete.
- 2.7 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 a reasonable extent, we seek to observe the circumstances which may affect the relevance of our advice within the immediate future. Unless specifically agreed otherwise, we do not undertake to update the advice we have provided to take account for subsequent changes in legal position.
- 2.8 Our advice never entails any guarantee of a certain outcome, regardless of circumstances particular to your Engagement. Unless explicitly agreed, our Engagement never includes the provisioning of tax advice. You understand and confirm that any general views on tax matters, expressed due to our experience, can not be considered tax advice.
- 2.9 The agreement regarding our discharging of a specific Engagement is an agreement 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, engaged by or associated with Delphi (for instance shareholders, directors, managing directors or consultants) are covered by these General Terms and Conditions and under no circumstances will these persons be deemed to have any personal liability to you, except as provided by mandatory law.

### **3. External advisors and other jurisdictions**

- 3.1 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. The expression of such views is merely intended to provide the benefit of our experience and shall not in any way be construed as constituting legal advice in other jurisdictions than Sweden. Advice concerning other jurisdictions must be

obtained from lawyers qualified in the relevant jurisdiction. If agreed between the relevant Delphi entity and the Client, we can assist you in obtaining advice from lawyers in the jurisdictions concerned. Unless otherwise agreed, any advice from external advisors or consultants (e.g., foreign attorneys) engaged by Delphi on your behalf shall be subject to such party's terms and conditions.

- 3.2 Where the Engagement requires the involvement of external advisors or consultants (e.g., foreign attorneys or subject matter experts) we may assist in identifying and instructing such third party advisors on your behalf. Such third party advisors or consultants shall, unless explicitly agreed, be deemed to be independent of us.
- 3.3 Even if you request for the Engagement to address subjects beyond legal matters, we are only responsible for the advice provided within our Engagement. Consequently, we assume no liability for advice of a commercial, operational, or financial nature, including insofar as we provide or express views or mention factors relating to non-legal matters.

### **4. Conflict of interest**

- 4.1 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. 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 code 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 of relevance to determine whether or not there is an actual or potential conflict of interest.

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

- 5.1 In accordance with the code of conduct of the Swedish Bar Association, our fees are based on a number of factors such as, but not limited 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. An estimate may be provided to you and is only an indication based on the information provided at the time of the estimate and does not constitute any offer of a fixed price, unless expressly stated in writing. In addition to our fees, disbursements for travel and other expenses may be charged (for example, registration fees, fees for database searches, and extensive photocopying). We may pay limited expenses on your behalf and include such expenses in our invoice to you but may also ask you to pay the amount of any expenses in advance or forward the relevant invoice to you for payment.

- 5.2 We normally increase our hourly rates on an annual basis. In addition, individual rates will be adjusted based on gained experience and seniority. All stated fees and expenses are exclusive of value added tax, which will be charged in those cases where we are obliged to do so.
- 5.3 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 Engagement. 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 advance payment will be used to settle future invoices.
- 5.4 Unless otherwise agreed, our invoices become due for payment fifteen (15) days after the invoice date. However, at estimated credit risk, the due date may be shorten or advance payment may be 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 sent to your registered address unless you, in writing, instruct us otherwise.
- 5.5 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, or not be granted full compensation for your costs, you are obliged to pay the fees for services rendered by us to you under the Engagement as well as expenses incurred in representing you in the litigation or arbitration.
- 5.6 If our fees and expenses are to be financed by your insurer, you must still pay our fees and expenses to the extent they exceed whatever is paid out from the insurance. If, in relation to amounts payable to us, you are required under the applicable tax regime to withhold or deduct any amount, you shall pay to us the amount equal to that withheld or deducted so that the amount received by us always corresponds to that payable to us.
- 6. Our liability**
- 6.1 Our liability to you is limited to any direct loss or damage incurred by you. Unless otherwise expressly stated in the Engagement Letter, our liability for any loss or damage caused to you as a result of error or negligence on our part shall be limited to the sum of 50 million Swedish kronor or, if our invoiced fee under a specific Engagement is less than 1 million Swedish kronor, the sum of 5 million Swedish kronor. The limitation amount applies in the aggregate for each individual Engagement and for all Delphi associated entities.
- 6.2 Our liability shall in no event include consequential or indirect loss, including but not limited to, reduction or loss of production, turnover or profit, absence of anticipated economies, or other indirect or consequential loss or damages, regardless of whether the damage was reasonably predictable or not.
- 6.3 We are not liable for any loss or damage suffered as a result of; the actions conducted by you as a result of our Engagement or our advice in any other context; or the use of our advice 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 advice. We will not accept any liability for any loss or damage suffered as a result of events we reasonably could not have anticipated at the time of acceptance of the Engagement or any other consequences which we could not have reasonably foreseen, avoided or overcome. Finally, we cannot be held liable for any loss or damage caused you as a result of our compliance with the applicable code of conduct established by the Swedish Bar Association or applicable law.
- 6.4 If we and a third party are jointly and/or severally liable for the occurrence of a loss or damage, our liability for that loss or damage shall be limited to such sum as is reasonable having regard to the extent of our responsibility for the occurrence of the loss or damage. If you have accepted any exclusion or limitation of liability in relation to the third party, then our liability shall be reduced by the amount of the contribution we would have been able to recover from that third party if its liability had not been excluded or limited (irrespective of whether the third party would have been able to pay that contribution to us). This clause shall not prejudice the generality of any other limitation of liability in these General Terms and Conditions or in any specific terms.
- 6.5 If you request, and we agree, that a third party may rely on our advice or work products, such agreement shall 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 is assumed. The aforesaid also applies if we, at your request, issue certificates, opinions, or the like to a third party.
- 6.6 We assume no responsibility or liability for any advice given by external advisors or consultants (irrespective of such advice is conveyed to you through us) including, without limitation, for selecting or recommending them or for their work. It is your responsibility to pay fees and expenses charged by such advisors. Unless otherwise agreed, we will instruct other advisors to address their invoices directly to you.
- 6.7 Delphi is not liable for any loss or damage which may occur, directly or indirectly, as a consequence of us

having observed the obligations described under Clauses 8.1 – 8.4.

- 6.8 Delphi maintains professional indemnity insurance adapted to the needs of our business with well-reputed insurance companies.

## 7. Complaints and claims

- 7.1 It is our hope that you are satisfied with our services and Engagement(s) and that we fulfil your expectations. If, for any reason, you are not satisfied or have a complaint, we ask you to notify the client relationship lawyer as soon as possible. Alternatively, at your request, the managing partner may investigate your complaint and answer any questions you may have.

- 7.2 We expect any claim to be accompanied by a written account of our alleged fault, negligence or breach and the estimated loss or damage. Any claims related to an Engagement shall be submitted to the client relationship manager as soon as you have become aware of the circumstances giving rise to the claim. No claim may be submitted later than six months after the later date of (i) date of the last invoice for the Engagement to which the claim refers or (ii) date when the circumstances giving rise to the claim became known, or after reasonable investigations could have become known to you. If a claim is not made within this time, your rights to make such claim are lost.

- 7.3 If your claim against us is based on a claim made, or process initiated, against you by an authority or other third party, we shall be entitled to meet, settle and compromise such claim on your behalf, provided that – taking into account the limitations of liability in the General Terms and Conditions and in any specific terms – you are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such claim without our consent we are not liable towards you for any losses incurred to you by the third party claim.

- 7.4 If you are compensated by us in respect of a claim, any right of recourse against a responsible third party is hereby transferred from you to us by means of assignment (subrogation).

- 7.5 Clients who are consumers may under certain circumstances turn to the Swedish Bar Association's Consumer Disputes Board (sw. *Konsumenttvistnämnden*) to settle fee disputes and other financial claims. More information is available at [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden).

## 8. Identification and information

- 8.1 In certain Engagements, we are required by law to collect and preserve satisfactory evidence regarding your identity. We may therefore ask you to provide us with evidence of your, as a client or representative, identity, and any other person(s) involved in the Engagement on your, the client's, 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.

- 8.2 We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant authority, currently the Swedish Financial Intelligence Unit. We are also legally 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 provide our Services and terminate any current Engagement.

- 8.3 In addition, in some cases, we are legally obliged to provide information to the tax authorities on your value added tax registration number and the value of the Services we have provided to you. Under these General Terms and Conditions, you accept that we will provide such information to the tax authorities in accordance with current regulations.

- 8.4 As concerns our reporting duties under the Swedish implementation of Directive (EU) 2018/822 as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (DAC 6), we are prohibited to report any such arrangements, or inform any other advisors about their respective obligations to report such arrangements, unless you, specifically, instruct us to do so and relieve us of our duty of confidentiality under Swedish law.

## 9. Information on processing of personal data

- 9.1 The specific entity within Delphi that you have engaged for a particular matter is the controller of personal data processed within the Engagement. Our processing of personal data is described in Delphi's Privacy Policy, which is available on the address [www.delphi.se/en/privacypolicy](http://www.delphi.se/en/privacypolicy).

- 9.2 Delphi may process personal data concerning contact persons of clients which are legal entities. The processing is necessary for the performance of contract, i.e., the Engagement, between you and the relevant legal entity of Delphi. We ask you to ensure that your contact persons are informed of the processing of personal data by referring them to Delphi's Privacy Policy, which is on the address [www.delphi.se/en/privacypolicy](http://www.delphi.se/en/privacypolicy).

- 9.3 Please contact your client responsible partner for questions and information regarding our personal data processing, you may also contact us on [privacy@delphi.se](mailto:privacy@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 52, SE-411 09 Gothenburg, Sweden

Advokatfirman Delphi i Malmö AB, 556326-2913  
Nordenskiöldsgatan 11 A, SE-211 19 Malmö, Sweden

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

## **10. Intellectual property rights**

- 10.1 All intellectual property rights attributable to the result of our work belong to Delphi. You have the right to employ the result of our work for the purposes for which it has been provided. Unless otherwise follows from the purpose or anything else in separately agreed, you may not spread, publish or forward the result of our work nor may you employ the result of our work for commercial or marketing purposes.

## **11. Confidentiality**

- 11.1 We undertake to protect the information you disclose to us in accordance with our obligations under law and the code of conduct established by the Swedish Bar Association. If you permit us to engage or work with other advisors, you will be deemed to have provided your consent to us for providing them with material and other information that we consider may be of relevance in order for the advisor 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 Section 8 above.
- 11.2 Where Engagements regarding transactions and other similar Engagements are concerned, we may request your permission to disclose our involvement with reference to you in our publicity and marketing materials.
- 11.3 Where we agree to carry out an Engagement for more than one client, we have the right to disclose materials and other information that one of the clients has imparted to us, to the other clients. Under certain circumstances, we also have a professional duty to disclose such materials and information to the other clients.

## **12. Communication**

- 12.1 We use electronic communication and internal and external IT services for the exchange and management of information within our Engagements (such as the internet, email, video conferencing, cloud-based services, and other electronic work tools such as AI-based tools, document management systems, collaboration platforms, and virtual data rooms, etc.). Although electronic communication and IT services offer an efficient work process, despite the security measures in place, they may pose risks in terms of information security and availability. If you, for any reason, do not want us to communicate via electronic

tools or use IT services in your Engagement, please notify your client relationship lawyer without delay.

- 12.2 To protect our electronic communication, we actively use firewalls, spam and virus filters, and other security measures. Please note that this may sometimes mean that even legitimate electronic messages do not reach their intended recipients. Therefore, if you send important or time sensitive information by electronic communication, you should ensure our receipt of the information in some other way, such as by telephone.

- 12.3 We always strive for a very high level of information security and impose corresponding requirements on our suppliers. However, no electronic communication or use of IT services is completely risk-free. Therefore, we are not liable for any damage or loss caused by security incidents, non-availability, or other failures of the electronic communication systems and IT services we use, unless such liability is imposed by mandatory law.

## **13. Documents**

- 13.1 In order to facilitate information provided within 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 within Delphi. After the completion of a certain Engagement, we will keep (or store) all relevant documents and relevant work products generated within the framework of the Engagement, whether on paper or electronically, for a minimum of 10 years after the Engagement has been finalized, or longer if called for by the nature of the Engagement or any applicable legal obligation. After the conclusion of an Engagement, we shall return any original documents received. If we find it justified, however, we may retain copies of such original documents.

## **14. Market Abuse Directive**

- 14.1 If you have provided us access to information which you consider to be 'insider information' within the meaning of the Market Abuse Regulation (596/2014) ("MAR"), you are obliged to notify us immediately. At your instruction, we will establish and maintain an insider list to comply with your obligations under MAR. The insider list kept by us will only concern Delphi's employees and, if applicable, sub-contractors.

## **15. Termination of Engagement**

- 15.1 We have the right to, with immediate effect, withdraw from our Engagement with you if:
- 15.1.1 despite a reminder, do not pay our invoice for a certain matter or any other Engagement;
- 15.1.2 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;

- 15.1.3 you provide us with instructions to perform our Engagement in a certain manner which is obviously futile and/or conflicts with your interest;
  - 15.1.4 the cooperation between you and us has not worked satisfactory for a period and cannot reasonably be expected to improve; or
  - 15.1.5 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.
- 15.2 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 under the Engagement as well as expenses incurred prior to the date of termination.

## **16. Governing law and disputes**

- 16.1 The Engagement Letter(s), the General Terms and Conditions and all other agreements made in connection with our Engagement are governed by and will be construed in accordance with Swedish substantive law without reference to any rules or principles on conflicts of laws.
- 16.2 Any disputes, controversy or claim arising out of or in connection with the Engagement (including but not limited to services or legal advice provided within the Engagement or the breach, termination or invalidity of the Engagement) shall be finally settled by arbitration administered by SCC Arbitration Institute (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 seat and place of arbitration shall be the seat of the Delphi entity where your client relationship lawyer predominantly operates.
- 16.3 Arbitral proceedings conducted with reference to Clause 16.2, 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 written consent of the other party. You or we shall however not be prevented from disclosing such strictly confidential information in order to preserve your or our respective rights against the other party or, if you or we are required to so disclose, pursuant to mandatory law or similar.
- 16.4 Without prejudice to Clause 16.2, 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.