

## General Terms and Conditions (E 2018:1)

These general terms and conditions apply to MAQS Advokatbyrå Stockholm AB, MAQS Advokatbyrå Göteborg AB, MAQS Advokatbyrå Malmö KB and MAQS Law Firm Advokatbyrå AB (individually and jointly referred to as "MAQS", the "Law Firm" or "we").

### 1 APPLICATION AND INTERPRETATION

- 1.1 These general terms and conditions apply to all Services provided by MAQS to its clients, unless otherwise separately agreed.
- 1.2 We comply with the Code of Professional Conduct of the Swedish Bar Association.
- 1.3 Any derogation from these general terms and conditions must be agreed in writing in order to be binding.

### 2 OUR ENGAGEMENT

- 2.1 One of our lawyers has primary responsibility for each Engagement (the lawyer in charge of the matter) for the provision of our Services. The lawyer in charge of the matter has full authority to appoint the lawyers and other staff which he or she believes should handle the matter in order to ensure that it is carried out appropriately and cost effectively.
- 2.2 The scope of the Engagement shall be specified in the engagement letter or agreement, or shall be agreed with you otherwise at the beginning of the Engagement. At your request, we will always provide a written engagement letter.
- 2.3 An Engagement shall include all parts and aspects of a matter, which shall be deemed to constitute one and the same Engagement even where:
  - it involves several legal persons or individuals;
  - it involves several instructions, submitted at the same time or on different occasions;
  - it involves several legal practice areas;
  - if it is handled by multiple teams within MAQS; or
  - separate invoices are issued.
- 2.4 By engaging us you authorise us to take such action as we deem necessary or appropriate in order to perform the Engagement, unless you notify us otherwise. For example, we are entitled on your behalf to engage other advisors and experts and to incur other reasonable costs which are reasonably required to perform the Engagement. If we engage other advisors or experts, we may require you to enter into a contract with them directly, and thus assume liability to pay their fees and expenses.

### 3 OUR SERVICES

- 3.1 Our Services are adapted to each individual Engagement, the facts presented to us and the instructions provided by you. Thus, you cannot rely on specific advice provided in connection with another matter, or use such advice for a purpose other than the one for which it was provided.
- 3.2 We only provide advice based on the legal situation in Sweden. However, we assist you in procuring necessary advice from lawyers in other countries.
- 3.3 The advice provided to you in any specific matter is based on the law at such time. Unless otherwise agreed, we do not undertake to update advice we have provided in light of changes in the law.
- 3.4 We do not give financial or accounting advice.

### 4 HOW WE COMMUNICATE

- 4.1 MAQS will in our communication in the Engagement - with clients and its representatives and contact persons as well as courts, authorities and other which we may need to transfer personal data to – use unencrypted email communication if no specific reasons not to exist or if you inform us that that you do not accept the use of unencrypted email communication. For further information, see our Personal Data Policy which is available on our website.
- 4.2 Our spam and virus filters and other security devices may sometimes reject or filter out legitimate emails. You should therefore follow up important emails by phone.

### 5 CONFIDENTIALITY AND PASSING ON INFORMATION

- 5.1 We will treat as strictly confidential any and all non-public information which we obtain in connection with our work from or concerning you or your business or other business matters.
- 5.2 In the event we engage or cooperate with other advisors or experts in connection with the Engagement, we may disclose materials and other information which such advisors or experts need in order to render advice to you or provide other services to you.
- 5.3 In the event we perform an Engagement for more than one client, we are entitled to disclose materials and other information that one client gives us to the other clients. In certain cases, we also have a professional and ethical duty to disclose such materials and information to the other clients.
- 5.4 If we do not charge value added tax on our Services provided to you, we have a legal obligation in certain cases to provide information to the tax authorities concerning your VAT registration number and the value of the Services provided. When you engage us, you are deemed to have consented to our providing such information to the tax authorities.
- 5.5 Once a transaction becomes publicly known, we may, after your prior approval, disclose information in our marketing about our participation and other already publicly known matters, for example by reference to the Engagement in offers, on our website, or to so-called ranking institutions.

### 6 MEASURES AGAINST MONEY LAUNDERING AND FINANCING OF TERRORISM

- 6.1 With respect to certain matters, we must verify our clients' identity and ownership structure and inform ourselves regarding the matter, and in certain cases, regarding the origin of funds and other assets. Therefore, we may ask you for identification documentation in relation to you and the persons representing you and, if you are a legal person, the individuals who have the ultimate control over you (so-called beneficial owners), as well as documentation regarding the origin of funds and other assets. We also have a duty to verify the information provided to us and, to this end, we may procure information from external sources, such as databases. We will keep all information and documentation collected by us in connection with such verifications.

6.2 We are obliged to report any suspicions concerning money laundering or terrorist financing to Finanspolisen (the Financial Crimes Unit of the Swedish Police). We are prohibited by law from informing you that we have submitted or may submit such a report. In the event there is suspected money laundering or terrorist financing, we are required to decline to accept or to terminate the Engagement.

## 7 PERSONAL DATA

MAQS may process your personal data, received from you or collected by us for the purpose of administration of our Engagement as well as to provide you with news and offers about our services that we offer. For further information about our processing of personal data, see our Personal Data Policy which is available on our website.

## 8 INTELLECTUAL PROPERTY RIGHTS

The copyright and other intellectual property rights to the work product we generate in an Engagement belongs to us. However, you are entitled to use the work product for the purposes intended when produced. Unless otherwise agreed, no document or other work product generated by us may be disseminated or used for marketing purposes.

## 9 OUR FEES AND EXPENSES

9.1 Our fees are charged according to principles which comply with codes of conduct and rules applicable to Swedish lawyers and are usually determined based on a number of factors, such as time spent, complexity, know-how, skills, experience and resources required in the Engagement, the value of the Engagement, time pressure and result achieved.

9.2 Where possible, prior to the commencement of an Engagement and upon your request, we can prepare an estimate of our total fees and also keep you up to date about the current amount of fees for the duration of the Engagement. Any estimate will be based on the information to which we have access at the time the estimate is rendered and shall not constitute a fixed price offer.

9.3 In addition to fees, we charge you for costs incurred. Such costs may include, for example, registration fees, costs of investigations, costs of other advisors and experts, courier and travel costs, costs related to staff hired, photocopying, and telephone conference calls.

## 10 HOW WE INVOICE AND CHARGE

10.1 As a rule, we will invoice you monthly. Invoices may be on account, partial or final invoices. An invoice on account does not necessarily provide an exact estimate of the amount payable for the Services provided. Where we issue on account invoices, the final invoice will specify the total fee for the Engagement or part of the Engagement, less the fees which have been invoiced on account.

10.2 In certain cases, we require advance payment of the fees and costs. Amounts paid in advance are credited toward future invoices. The total amount of fees for Services provided and costs may be higher or lower than the advance payment.

10.3 Each invoice specifies the due date. In the event of non-payment, interest will be charged at the rate applicable according to the Interest Act as of the date of payment until payment is received.

10.4 In litigation and arbitration proceedings, the unsuccessful party may be ordered to pay the successful party's legal costs in whole or in part (including lawyers' fees). Regardless of whether you win or lose the case, you must pay for Services we have provided as well as our expenses in connection with our representation of you in litigation or arbitration proceedings.

10.5 Even if you make a claim under a legal expenses insurance policy, you must still pay our fees and expenses according to our invoicing procedures. This is also the case to the extent the fees and the costs exceed the amount which may be paid out under the insurance policy.

10.6 If you ask us to address an invoice to another party, we will accept this strictly on condition that this does not flagrantly breach any law or codes of conduct or rules applicable to Swedish lawyers, that the identity and other circumstances set out in clause 11.9 have been confirmed with respect to the addressee of the invoice, and that you, at our request, immediately pay any amounts outstanding on the due date. No client relationship between us and the addressee of the invoice arises as a result of this.

## 11 OUR LIABILITY AND LIMITATION OF LIABILITY

11.1 Your agreement is made with MAQS solely, and not with any other legal person or individual associated with MAQS (even if your express or implied intention is that the Services be performed by certain specific persons). Accordingly, no party other than MAQS shall be liable for the Services provided unless otherwise provided by mandatory legislation. Without limiting the general applicability of the provisions in the previous paragraph, these general terms and conditions and that which has otherwise been expressly agreed, to the extent they contain limitations of liability, apply in favour of every legal person or individual associated with MAQS (such as shareholders, the CEO, Board members, employees or consultants). Financial limits shall thus apply to MAQS and all legal persons and individuals associated with MAQS.

11.2 Our liability for any damage incurred by you as a consequence of an error or negligence or breach of contract on our part is limited, per Engagement, to SEK 5 million or, if our fees in the relevant Engagement exceed SEK 1 million, SEK 50 million.

11.3 The amount for which we are liable shall be reduced by the amount you may obtain under insurance policies which you have taken out or by which you are covered, or under agreements or indemnity undertakings which you have entered into or of which you are the beneficiary, provided that this is not inconsistent with the terms of the insurance or the terms of such agreements or indemnity undertakings and that your rights under such insurance policy, agreement or indemnity undertaking are not infringed.

11.4 Other advisors and experts shall be deemed independent from us (regardless of whether we have engaged them or you have engaged them directly). Accordingly, we do not accept liability for other advisors and experts, either for the choice of advisor, for having recommended them or for the advice and other services provided by them. This applies regardless of whether they report to us or to you.

11.5 If you have accepted a disclaimer or limitation of liability in relation to any other advisor or expert, the amount for which we are liable shall be reduced by the amount that we would have been able to claim from the advisor or expert if his or her liability had not been excluded or limited.

11.6 We shall not be liable for any damage arising through your use of our work product or advice in any other context or for any other purpose than the one for which it was provided. Unless otherwise provided by the provisions under clause 11.9, we shall not be liable for any damage incurred by third parties through your use of our work product or advice.

11.7 Unless the Engagement specifically includes tax advice, we shall not be liable for any damage incurred by you as a consequence of our Services being subject to or risking being subject to tax.

11.8 We shall not be liable for any damage arising as a consequence of events beyond our control, which we could not have reasonably anticipated at the time we accepted the Engagement, and the consequences of which we could not have avoided or overcome.

11.9 If at your request we allow a third party to rely on our work product or advice, this shall not entail that our liability increases or is otherwise affected to our detriment. We may be liable in relation to such a third party solely to the same extent as we may be liable toward you. Amounts which may be payable by us to such a third party shall be set off against our liability in relation to you and vice versa. No client relationship between us and the third party shall arise. The aforementioned shall also apply in cases where we, on request, issue certificates, opinions or similar to a third party.

## 12 PROCEDURES IN THE EVENT OF COMPLAINTS AND CLAIMS

12.1 If you are dissatisfied with our Services and wish to make a complaint, you are requested to inform the lawyer in charge of your matter as soon as possible. Alternatively, you may contact the client relationship partner (the partner who is your primary contact at MAQS).

12.2 Claims shall be made as soon as you become aware of the circumstances on which the claim is based. Claims may not be made later than six months after the later of (i) the date of our most recent invoice for the Engagement to which the claim relates, and (ii) the date on which you became aware or could have become aware, if you had made reasonable inquiries, of the circumstances on which the claim is based.

12.3 If your claim is based on an authority's or other third party's claim against you, we or our insurers shall be entitled to respond to, adjust and settle the claim on your behalf provided that we – having regard to the limitations of liability which are set out in these general terms and conditions and (if applicable) the engagement letter – indemnify you. If you respond to, adjust, settle or otherwise take any action in relation to such claim without our consent, we shall not bear any liability in relation to the claim.

12.4 If we or our insurer pays compensation to you in connection with your claim, you shall, as a condition for such payment, transfer the right of recourse against the third party to us or our insurer.

## 13 TERMINATION OF THE ENGAGEMENT

13.1 You may terminate cooperation with us at any time by a written request. You must, however, pay for Services provided and costs incurred by us prior to the termination of the Engagement.

13.2 Circumstances in which we are entitled or obliged to decline to accept or to terminate an Engagement are laid down by applicable legislation and codes of conduct and rules applicable to Swedish lawyers. An example of this is where there is a conflict of interest. Other examples may include insufficient client identification, suspicion of money laundering or terrorist financing, overdue payment, lack of instructions, or if there is no longer any trust between us. If we do terminate the Engagement, you must, however, pay for Services provided and costs incurred by us prior to the termination of the Engagement. In any event, the Engagement is terminated once completed.

## 14 ARCHIVING

14.1 Once an Engagement is completed or otherwise terminated, we will archive (at our premises or those of a third party and in paper or electronic form) the documents and work products relevant to the matter which have been accumulated and generated during the Engagement. The documents and work products will be archived for such period which, in our opinion, is reasonable having regard to the nature of the Engagement, however, never less than the period stipulated by law or codes of conduct and rules applicable to Swedish lawyers.

14.2 Since we have a duty to archive substantially all documents and work products accumulated or generated during the

Engagement, we cannot comply with a request to return (without making and retaining a copy) or destroy a document or a work product before the expiry of the archiving period. If you ask us to empty an electronic file in our document handling system, we will do so to the extent permitted by law and codes of conduct and rules applicable to Swedish lawyers. We will in such cases keep a hard copy of the documents removed or store them in electronic storage media. This normally takes place in consideration of compensation if such work is time-consuming.

## 15 AMENDMENTS AND LANGUAGE VERSIONS

15.1 We may amend these general terms and conditions. The current version is published at all times on our website, [www.maqs.com](http://www.maqs.com). The amendments shall apply to Engagements commenced after the amended version is posted on our website.

15.2 If you have received an engagement letter in connection with a specific Engagement, the terms of the engagement letter shall take precedence over these general terms and conditions.

15.3 Both a Swedish language version and an English language version of the general terms and conditions have been produced. The Swedish language version applies in relation to clients domiciled in Sweden. The English language version applies in relation to other clients.

## 16 APPLICABLE LAW AND DISPUTE RESOLUTION

16.1 These general terms and conditions and (if applicable) the engagement letter and all issues connected therewith, our Engagement and our Services shall be governed by and interpreted in accordance with Swedish law.

16.2 Any dispute, controversy or claim arising out of or in connection with this contract, 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 seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish. This clause 16.2 shall not apply to MAQS Advokatbyrå Malmö KB.

16.3 Arbitration requested under clause 16.2, and any information disclosed in connection with the arbitration or award issued in connection therewith, are subject to confidentiality and may not be disclosed to any third party without the other party's express consent. A party shall, however, not be prevented from disclosing such information if required to retain his right in relation to the other party or to an insurer or in case of a disclosure obligation under mandatory law or regulations.

16.4 Notwithstanding the provisions of clause 16.2, MAQS shall be entitled to file claims in relation to clear and mature debts in courts with jurisdiction over you or any of your assets.