

## General terms and conditions

### 1 General

These general terms and conditions apply in all matters in which Cobolo Advokat AB ("Cobolo", "we", "us" or the "Firm") is engaged by its clients ("you"). These general terms and conditions may be amended by us from time to time.

In addition to these general terms and conditions, the Code of Professional Conduct for Members of the Swedish Bar Association shall apply.

### 2 Working methods, matters and client control

The scope of our work will either i) at your request be provided in a separate written letter of engagement or ii) be agreed with you at the outset of the engagement. Within the scope of our work we endeavor to serve you effectively and to render high quality advice.

Advice provided by us, our partners and employees are tailored to the circumstances of every specific engagement, to the facts presented to us and to your instructions. Hence, you may not rely on them in any other matter or for any other purpose than for which they were rendered.

Unless otherwise agreed, all information provided by us in draft versions of our documents is provisional and subject to the wording of our final versions of such documents.

Unless otherwise specifically agreed, our advice in the engagement does not include advice on potential tax consequences.

All advice provided by us is based on the laws of Sweden and thus does not include the law of any other jurisdiction. Any opinions by us about the law in other jurisdictions, and the extent of such statements, are based solely on our general experience of legal issues in such jurisdictions and is merely intended to provide the benefit of our experience and shall not be construed as constituting legal advice. However, we are happy to use our international network to assist you in obtaining necessary advice from lawyers in other jurisdictions.

Our work products and advice in every engagement are rendered based on the law at the date when the work product or advice is provided. Unless otherwise explicitly agreed, we assume no responsibility and will not be held liable to update them pursuant to changes in the law after that date.

Unless you instruct us otherwise, we communicate electronically via the internet and email and also use other forms of electronic tools and solutions. This may involve risks for which we cannot accept any responsibility. Unless you have requested us to specifically avoid communication via internet or e-mail, we may not, unless pursuant to mandatory law, be held liable for damages having arisen as a consequence of our communication via internet or e-mail.

Our spam and virus filters and security arrangements can accidentally filter out or block emails. Therefore, important e-mails should be followed up by a telephone call.

### **3 Conflicts of interest**

Before we accept an engagement we will conduct a search in relation to whether any conflicts of interest exist, in accordance with applicable law and the Code of Professional Conduct.

### **4 Confidentiality and information**

We are subject to a duty of confidentiality according to the Code of Judicial Procedure and the Code of Professional Conduct for Members of the Swedish Bar Association.

Despite the above, we may communicate with you by e-mail and through the Internet even though such communication involves security and confidentiality risks. We do not accept any liability for damages incurred due to such risks.

Notwithstanding our undertaking as regards confidentiality we may once an engagement has become publicly known briefly disclose our involvement in the engagement and other publicly known information in our marketing.

### **5 Know your customer information etc**

We are legally obliged to collect and preserve evidence and certain documentation regarding circumstances relating to our clients. Accordingly, we may ask you to provide ID documents and other documentation about you, your owner(s) and/or other persons involved. Such request may be made also after an engagement has been initiated. If you do not provide the documentation we request, we may be legally obliged to terminate the engagement and the relationship with you immediately.

Notwithstanding the duty of confidentiality, we are legally obliged to provide information in conjunction with investigations of certain types of crimes and to provide information about VAT registration numbers and the value of the services provided to

you to the Swedish Tax Agency. By retaining us, you consent to us providing such information.

## **6 Personal Data**

When we provide services to our clients, personal data will be collected and stored. We handle with personal data in accordance with the guidelines of the Swedish Bar Association and our Data Privacy Notice available at [www.cobololaw.se](http://www.cobololaw.se).

## **7 Fees and invoicing**

Unless we have agreed otherwise, our fees are based on inter alia the following factors: i) the skill and experience required; ii) the result achieved; iii) the time spent; iv) the monetary value; v) any risks for us; and vi) the time pressure involved for the engagement. In addition to fees, costs for outlays will be charged.

We ordinarily invoice on a monthly basis. Unless otherwise agreed the payment terms is no less than 10 days of the date of invoice as specified therein. Late payments are subject to penalty interest pursuant to law.

We reserve the right to request a retainer, at any time before or during an engagement.

All fees and other amounts are stated exclusive of value added tax.

## **8 Limitation of liability**

Your relationship with respect to any engagement whereby you have retained us is solely with the Firm and inter alia not with any individual employed by or associated with us AB. As a consequence, no individual or entity associated with the Firm (such as shareholders, partners and employees) shall have any personal liability for engagements taken on by us.

Unless otherwise explicitly agreed, our liability for loss or damage suffered by a client as a consequence of error or negligence on our part in performing work in relation to a certain engagement is limited to five million Swedish Krona or a sum equal to five (5) times the fee for the matter involving the claim whichever is higher.

Our liability is reduced by any amount which the client may receive under any insurance policy maintained by or for the client or pursuant to any hold-harmless agreement.

We have no liability for the accuracy or completeness of any information provided to us by our clients or any other person in the course of the performance of our

engagements, nor for any loss or damage arising in any way from fraudulent acts, misrepresentations or wilful default on the part of any other person than ourselves, our partners or employees.

We have no liability for any loss or damage suffered as a result of any event beyond our control, which event we through our partners and employees could not reasonably have anticipated at the time the engagement was initiated and which consequences we could not reasonably have avoided or overcome.

We have no liability for any loss or damage suffered as a result of the use of any of our work products or advice in any other context or for any other purpose than for which it initially was provided.

We have no liability for any potential tax consequences of our advice. We may upon your instructions engage other advisors to advise you on such tax consequences, and only such advisors may be liable for the tax advice so rendered.

We shall not be liable for loss of production, loss of profit or any other indirect damage, loss, consequential damage or consequential loss.

If we are one of several advisors being liable to you in relation to the same loss or damage, our liability for such loss or damage will be limited to the portion which our share of the total fees payable to all advisors bears to the sum of the fees to all advisors.

We have no liability to any third party for any loss or damage suffered as a result of the client or any third party's use of any of our documents produced or advice provided. If, at a specific request from a client, we agree that a third party may rely on any of our documents produced or advice provided, or if we issue any certificate, opinion or the like to a third party, this will not increase or otherwise adversely affect our liability. Any amount payable to such third party as a result of such liability shall on a krona by krona basis, reduce our liability to our client correspondingly. We assume no client relationship or any other advisor liability with any such third party.

We maintain a professional indemnity insurance appropriate for our business in addition to the Swedish Bar Association's compulsory professional indemnity insurance.

Any claim against us should be submitted as soon as you have become aware of the circumstances giving rise to the claim. Any claim based on circumstances of which you were unaware, and could not have known of after reasonable investigations as per the date of our last invoice issued for the engagement to which the claim refers, may not be made later than one month after the date such circumstances became known or could have become known to you after reasonable investigations, and under no circumstances later than one year after the date of our last invoice issued for the engagement to which the claim refers. No other claim may be made later than one year after the date of our last invoice issued for the engagement to which the claim refers.

Should your claim be based on a claim against you by any authority or third party, we or our insurers shall be entitled to meet, settle and compromise such a claim on your behalf, provided that you – taking into consideration the limitations of liability provided by these general terms and conditions or otherwise applicable to the engagement – are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such a claim without our consent, we will not accept any liability for such a claim.

If we or our insurers pay compensation to you for any claim, then, as a condition of the payment, you will be obliged to transfer the right of recourse against third parties by way of assignment or subrogation to us or to our insurers.

## **9 Other advisors**

An engagement of us may require the engagement of other consultants or professionals to support you. If so instructed or agreed, we may assist you in identifying, contracting, informing or instructing such consultants and professionals. Any authority to contract or instruct any such consultants or professionals includes authority to accept a limitation of their liability on your behalf.

Any of your other consultants and professionals (irrespective of them being identified, contracted, informed or instructed by us) shall be deemed as independent of us. We assume no liability for such other advisors or professionals, neither for choosing or recommending them nor for their advice or other services (regardless of whether they report to us or their advice or other services are routed through us). In addition, the payment of fees and expenses of such consultants and professionals will be your, and thus not our, responsibility. Their invoices will normally be addressed directly to you.

## **10 Intellectual property rights**

We hold copyright and other intellectual property rights to the results of the work which is created in any engagement for you. You are entitled to use the result for the purpose or purposes for which the work result was produced, but it may not be generally circulated or used for marketing purposes.

## **11 Insider list**

If you are an issuer of securities and is under a duty to draw up an insider list under the EU Market Abuse Regulation (596/2014/EU) and we in our engagement receive inside information, we will prepare an insider list. By retaining us, you agree to notify us immediately when you consider that certain information to which we have access

constitutes inside information in relation to the financial instruments or related financial derivatives issued by you.

## **12            Dispute resolution**

Our agreement with you, our engagements for you and these general terms and conditions shall be governed by Swedish law.

Disputes relating to these general terms and conditions or any question relating to an engagement shall be conclusively resolved through arbitration pursuant to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. 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 arbitral proceedings shall be held in Stockholm.

Notwithstanding the preceding paragraph, we shall always be entitled to choose to commence judicial action against you in any court for claims of payment of due but unpaid amounts or to take other recovery measures, such as an application for an injunction to pay.

Clients who are consumers may under certain circumstances have the right to have disputes relating to fees and other financial claims against us tried by the consumer dispute resolution board of the Swedish Bar Association. For further information please refer to [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden).