

General Terms and Conditions for Brick Advokat AB

Updated 01/01/2024

These general terms and conditions apply to all services that Brick Advokat AB (hereinafter "the Firm" or "we") provides to the Firm's clients (hereinafter "the engagement"), including such services that the Firm provides after the original engagement in connection with which our general terms and conditions were sent to you. In addition to the general terms and conditions, the Swedish Bar Association's code of conduct apply to the engagement. By hiring the Firm, you are deemed to have accepted the Firm's general terms and conditions.

1 THE ENGAGEMENT

- 1.1 The agreement regarding the engagement is entered into with the Firm and not with any individual associated with the Firm. This applies regardless of whether it is your expressed or implied intention that the work is to be carried out by a specific person or persons. All employees of the Firm are subject to these general terms and conditions and shall not have any personal liability to you, except as provided by mandatory law.
- 1.2 Unless otherwise agreed, or the Firm has received other instructions from you, we will act upon any instructions that we receive from any of your representatives in the engagement and assume that each such representative is authorized to convey such instructions on your behalf.

2 LEGAL ADVICE

- 2.1 Our work results and advice are adapted to the circumstances of the specific engagement, the facts which is presented to us and the instructions you give us. Accordingly, you may not rely on the advice in relation to any other engagement or use it for any other purpose than for which it was provided.
- 2.2 We do not provide tax or financial advice or advice on the commercial rationality of an investment or a transaction. Our advice is limited to legal matters in the specific engagement. To the extent we provide mathematical calculations or express views or considerations relating to non-legal matters, we accept no liability for any potential consequences that may follow therefrom.

Our advice is provided to you based on applicable Swedish law as of the date of the advice. Unless otherwise specifically agreed, the Firm does not undertake to update the advice we have given in view of subsequent legal developments.

- 2.3 Information published on our website, or shared via our social media, is only general information and should not be considered as legal advice. There is always a risk that the content is not completely exhaustive, updated, or that the information is misinterpreted. Any use of information published on our website or shared through social media is at your own risk.

3 FEES AND EXPENSES

- 3.1 Our fees are always charged in accordance with the principles of the Swedish Bar Association's code of conduct. Unless otherwise agreed, our fees are determined on the basis of, among other things, time spent, the skill and experience required by the engagement, value of the engagement, the result achieved, and other similar circumstances. To support the determination of the fee, we apply an hourly fee tariff for each lawyer based on the lawyer's knowledge, skill, and experience. We usually revise our tariffs annually.
- 3.2 We can, upon request, provide you with a fee estimate prior to the commencement of the engagement. Any such estimate is based on the information available to us at the time of the estimate and should not be considered a fixed price quote. All fee amounts are stated exclusive of value added tax (VAT).
- 3.3 In addition to our fees, costs for travel, court or registration fees, registry searches, expenses for other advisors and experts, courier costs,

and other similar expenses and disbursements for the engagement may be charged. The Firm will not incur any major expenses of a substantial amount on your behalf without your prior approval.

4 INVOICING

- 4.1 Unless otherwise agreed, we invoice our work on an ongoing basis, normally monthly.
- 4.2 Instead of invoicing for work performed during the relevant period, we may agree that we will invoice the fee on account. In such cases, the final invoice for the engagement will state the total amount of our fee from which the fee paid on account will be deducted.
- 4.3 In some cases, for example prior to the commencement of the engagement or if previous invoices have not been paid by the due date, we may request an advance payment of fees and expenses. Advances are paid to a client funds account and will be used to settle future invoices.
- 4.4 Our invoices are payable 20 days from the date of the invoice (unless otherwise agreed). However, if one or more previous invoices have not been paid by the due date, we reserve the right to apply a payment term of a minimum of 10 days from the date of the invoice. If the invoice is not paid on time, we will charge interest on arrears at the applicable rate according to the Swedish Interest Act.
- 4.5 If the engagement has involved acting for you in court proceedings or arbitration, the losing party may have been ordered to pay all or part of the winning party's litigation costs. However, any such order does not affect your obligation to pay our fees and expenses. If our fees and expenses exceed the sum available under legal expenses insurance, you will be obliged to pay the excess amount.

5 REPORTING TO AUTHORITIES

- 5.1 In some cases we are legally obliged to provide information to the relevant tax authorities about your VAT registration number and the

value of the services we have provided to you. By engaging the Firm, you accept that we will provide such information to the tax authorities in accordance with current regulations.

- 5.2 Under Council Directive (EU) 2018/822 ("DAC6") and national legislation implementing DAC6, advisers are obliged to provide information about cross-border reportable arrangements to the relevant tax authorities, provided that this information is not covered by duty of confidentiality under the provisions of the Swedish Bar Association's code of conduct. Since any information that you have entrusted us or that have come to our knowledge in connection with the engagement is covered by aforesaid duty of confidentiality, we are prevented from reporting such arrangements unless you expressly instruct us otherwise. If you do not instruct us to report the arrangement, you are responsible for ensuring that it is reported by you or your other advisers to the relevant tax authorities. Our duty of confidentiality also prevents us from informing your other advisers of their duty to report.

6 CLIENT IDENTIFICATION AND ANTI MONEY LAUNDERING

- 6.1 In certain engagements, we are under a statutory duty to ascertain our clients' identity and ownership, and to obtain information about the nature and purpose of the matter and in some cases also about the origin of funds and other assets, before work is begun. We may consequently ask for identification papers in respect of you and any other person who is acting on your behalf, and, if you are a legal entity, the individuals having ultimate control over you (so called beneficial owners), as well as documentation indicating the origin of funds and other assets. In addition, we are under a duty to verify the information provided to us, and for that purpose we may obtain information from external sources, for instance data bases. We are obliged to retain all information that we have obtained in conjunction with these checks.
- 6.2 Our commitment to perform an engagement is subject to such engagement being permitted under applicable laws and regulations (including laws and regulations concerning economic or financial sanctions). If, during the

course of an engagement, it becomes apparent that the performance of the engagement is in violation of applicable laws or regulations, that our client and/or its owner is subject to sanctions, or that the engagement is otherwise affected by sanctions, we may be obliged to withdraw from the engagement.

- 6.3 We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant authorities. We are legally prevented from informing you that such suspicions exist or that such report has been, or will be, made. In cases where suspicions of money laundering or financing of terrorism exist, we are obliged to decline or withdraw from the engagement without stating the reason for doing so.
- 6.4 The Firm cannot be held liable for loss or damage caused to you directly or indirectly by our compliance with the obligations we have considered to be incumbent on us under clauses 5, 6.2 and 6.3.

7 INSIDER LIST

- 7.1 If you are subject to the obligation to establish an insider list according to Article 18 of the EU Market Abuse Regulation (596/2014/EU) and our engagement gives us access to insider information concerning you or your financial instruments, we will, provided that we are notified as set out below, draw up an insider list of the employees of the Firm who have access to such insider information. By engaging the Firm, you agree, where applicable, to notify us immediately if you consider that certain information that we have access to constitutes insider information in relation to the financial instruments or related financial derivative instruments issued by you.
- 7.2 Unless otherwise agreed, we will not keep a list of the employees of the Firm who have access to certain information about an engagement for you in any situations other than those specified in clause 7.1.

8 EXTERNAL ADVISERS

- 8.1 We may, if specifically agreed with you, engage external advisers (such as legal, economic, or technical consultants or other experts) for the engagement.

- 8.2 External advisers are engaged on your behalf and, unless otherwise is specifically agreed with you, we are not responsible for the advice, services, or recommendations provided by the adviser, or for the fees and/or expenses charged by the adviser, regardless of whether these are paid by us and charged to you as disbursements or if they are forwarded to you for payment. This applies whether the adviser has given the advice directly to you or via us.
- 8.3 An agreement to engage external advisers on your behalf also implies, unless you specifically inform us otherwise, that we are entitled to accept limitations of liability regarding such adviser's assignment.
- 8.4 If another adviser's liability towards you is more limited than our liability, any liability we may have towards you as a result of any joint and several liability that we may have with the other adviser shall be reduced by the compensation we would have been able to recover from that adviser if their liability towards you had not been limited in that manner (regardless of whether that other adviser would have been able to pay the compensation to us).

9 COMMUNICATION

- 9.1 We communicate with our clients and other parties involved in an engagement in a variety of ways, including via the internet and email. Although the internet and email are effective communication channels, they involve risks from a security and confidentiality perspective. The Firm does not assume any responsibility for such risks. If you would prefer not to communicate via the internet, email, or video calls in an engagement, please notify your contact person within the Firm.
- 9.2 In the event that you email us, or otherwise provide us with your email addresses, we assume that continued correspondence with you can take place via email, and that you are aware of and accept that such communication is associated with certain risks from a security and confidentiality perspective.
- 9.3 In order to streamline our work processes, we use internal and external IT services (such as document management systems, processing and analytical tools, collaboration platforms, e-

signature services, and virtual data rooms). Although we take reasonable measures to ensure that we and the providers supplying such IT services to us maintain a high level of information security and availability, there are no guarantees that the services are risk-free. We therefore accept no liability for loss or damage arising from use of the services.

10 DATA PROTECTION

We are the controller of personal data provided and obtained in connection with engagements or otherwise registered when preparing or administering an engagement. All processing of personal data is carried out in accordance with applicable data protection legislation. For more information, please refer to the Firm's privacy policy at www.brickadvokat.se.

11 CONFIDENTIALITY AND DISCLOSURE

- 11.1 The Firm, its partners and employees are subject to a duty of confidentiality under the provisions of the Swedish Code of Judicial Procedure and the Swedish Bar Association's code of conduct. The Firm will not disclose to any third party information that is not public, unless it is done as a natural part of carrying out the engagement (such as agreed contacts with courts and opposing counsels) or following your explicit consent.
- 11.2 However, note that the Firm is legally obliged to disclose information in connection with the investigation of certain crimes, as well as to provide information about your VAT registration number to the tax authorities (please see clauses 5, 6.2, and 6.3).
- 11.3 In case the Firm has agreed to carry out an engagement for more than one client, we reserve the right to disclose materials and other information that one of the clients has provided to us to the other clients. In some cases, we are also obliged to disclose such materials and information to the other clients.
- 11.4 If you allow us to engage or collaborate with other advisors in the engagement, we have the right to disclose materials and other information that we consider may be relevant for such advisors to be able to provide advice

to or perform services for you. The same applies to materials and other information that we have obtained as a consequence of the checks and verifications carried out by us according to clause 6.1.

- 11.5 The regulations governing a lawyer's duty of confidentiality includes exceptions for lawyer's collections of their own fees. Failure to pay may therefore cause information that would otherwise be confidential to be made public.

12 INTELLECTUAL PROPERTY RIGHTS

All copyright and other intellectual property rights to the work results we have generated on your behalf belong to us, but you have the right to use such results for the purposes for which they were provided. Unless expressly agreed otherwise, no document or other work product generated by us may be generally circulated or used for marketing purposes.

13 CONFLICTS OF INTEREST

- 13.1 We are prevented from acting for a party in an engagement if there is, or may arise, a conflict of interest. Even though we check for potential conflicts of interest before accepting an engagement, due to circumstances that occur later, we may be prevented from representing you in ongoing or future engagements. Should this occur, we are obliged under the code of conduct applying to members of the Swedish Bar Association to ensure that the conflict of interests is ceased, having in due regard the interests of each affected client.
- 13.2 In order to avoid conflicts of interest, it is important that you, both prior to and continuously during the engagement provide us with accurate information and otherwise keep us informed of circumstances that constitute or may constitute conflicts of interest.

14 TERMINATION OF THE ENGAGEMENT

- 14.1 You may end our engagement at any time by requesting in writing that we shall no longer represent you in the engagement, and you do not need to provide a reason for this.

14.2 The Firm's right or obligation to decline or resign from an engagement is governed by law and the Bar Association's code of conduct. This situation may arise, for example, where there is a conflict of interests, insufficient payment, suspicions of money laundering or financing of terrorism, lack of instructions or lack of confidence between us. If the Firm discontinues performance of an engagement, or the relationship with you, due to circumstances attributable to you, our statutory obligation or obligation under the Bar Association's code of conduct, we accept no liability for any damage this may cause.

14.3 If the engagement is terminated, you are obliged to pay our fees for services rendered and expenses incurred prior to such termination as well as for costs incurred in conjunction with the discontinuation of the engagement.

15 LIMITATIONS OF LIABILITY

15.1 Our liability for any loss or damage suffered by you as a result of negligence or other breach of contract on our part shall in respect of each engagement be limited to SEK 50 million or, if our fee for the specific engagement is less than SEK 1 million, SEK 5 million. No reduction of our fees, or other remedies, will be available, and we accept no liability to pay penalties or liquidated damages.

15.2 The limitation specified in clause 15.1 also applies to multiple damages if these are caused by the same act or omission, or by the same type of act or omission, regardless of when the relevant damages were caused or occurred.

15.3 Our liability towards you is limited to the actual damage you suffer. This means, among other things, that the Firm's liability shall be reduced by all amounts that may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to your agreement with the insurance provider or third party, or in the event that your rights against such insurance provider/third party are restricted due to this.

15.4 We are not liable for damages or loss arising from your use of our work results or advice in any other context or for any other purpose than for which it was given.

15.5 Unless otherwise stated in this clause, we are not liable to any third party for loss or damages that has occurred as a result of you or third parties using our work results or advice. If we expressly allow third parties to rely on our work results or advice, or if we at your request issue a certificate, statement or similar to a third party, it shall not increase our responsibility or otherwise affect us adversely. This means that we are only liable to third parties to the extent that we are liable towards you. Amounts that we may be required to pay to any third parties will reduce our liability to you to the same extent and vice versa. No client relationship between us and a third party arises.

15.6 We will not assume liability for any loss or damage suffered by means of tax and tax surcharges imposed or the risk of tax and surcharges being imposed on you as a result of our work results or advice.

15.7 We will not accept any liability for loss or damage arising due to circumstances beyond our control that we could not reasonably have foreseen at the time of accepting the engagement and whose consequences we could not reasonably have avoided or overcome.

15.8 If you are reimbursed by us or our insurers in respect of your claim, you shall, as a condition for such reimbursement, transfer the right to any existing right of recourse against third parties to us or our insurers by way of subrogation or assignment.

15.9 Any claim relating to advice provided by the Firm shall be made to the Firm as soon as you have become aware of the circumstances on which the claim is based. No claim may be made later than three months following the date on which the relevant circumstances became known to you, or after reasonable investigation, could have become known to you. If a claim is not made within this time, you lose your right to assert the claim. Under no circumstances can a claim be made later than ten years after the advice to which the claim refers was given.

16 AMENDMENTS

The Firm may from time to time make amendments to these general terms and conditions. The latest version is always available on our website; www.brickadvokat.se. Amendments to the general terms and conditions apply only to engagements that have commenced after the amended version has been published on our website.

17 APPLICABLE LAW AND DISPUTE RESOLUTION

17.1 These general terms and conditions, along with any specific terms and conditions for the engagement and all issues arising in connection with any of them, our engagement, and our services shall be governed by and construed in accordance with the substantive laws of Sweden.

17.2 Clients who are consumers may under certain conditions apply to the Swedish Bar Association's Consumer Dispute Committee to rule on disputes regarding fees or other financial claims against us. For more information, please see: <https://www.advokatsamfundet.se/konsumentvistnamnden>.

17.3 In all cases other than cases specified in clause 17.2, disputes arising from these general terms and conditions, along with any specific terms and conditions for the engagement and all issues arising in connection with any of them, our engagement, and our services shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Stockholm, Sweden, and the language to be used in the arbitration shall be Swedish.

17.4 Arbitration proceedings invoked with reference to clause 17.3 are subject to confidentiality. This includes, inter alia, the fact that arbitral proceedings have been initiated, all information disclosed during the course of such proceedings, as well as any decision or award made or declared during the proceedings. Notwithstanding the above, this clause shall not restrict or prevent disclosure by a party if and to the extent such disclosure (i) is necessary in order to safeguard its rights

towards the other party in connection with the dispute or towards its insurer, (ii) is required of the party in accordance with law, stock exchange rules or similar applicable laws, or (iii) has been approved, in advance, in writing by the other party.
