

Advokat Marie af Petersens IP Law AB

General Terms and Conditions

Valid as from 1 October 2021

1.General terms and conditions

1.1 These general terms and conditions apply to all assignments that we, Advokat Marie af Petersens IP Law AB (below also "us"), carry out on behalf of our clients. By engaging us you are considered to have accepted that these general terms and conditions, as may be supplemented pursuant to 1.2 below, constitute a binding agreement between us.

1.2 We may have agreed in writing that specific terms and conditions shall apply in relation to a certain assignment or apply in general to any assignment that we perform for a client. If so, these general terms and conditions are supplemented with such specific terms and conditions. A mere reference to our client's general terms and conditions or other document will however not be binding for us, unless this has been agreed in writing.

1.3 The Code of Professional Conduct established by the Swedish Bar Association (below the Code) apply to the services provided by us. In the event of any discrepancy between the Code and these general terms and conditions, the Code shall have precedence.

1.4 We may from time to time amend these general terms and conditions, and we will publish any new version on our website. Any amendments to these general terms and conditions will become applicable to assignments which have commenced after the amended version was published on our website.

2.Conflict of interest check, identification request etc.

2.1 Before we accept an assignment for an existing or a new client we will, in accordance with the Code, carry out a conflict of interest check. A conflict of interest may also arise in an ongoing assignment due to subsequent events and we may have to resign from the assignment. If we decline or resign from an assignment, we will notify you thereof, but we are not obliged to provide any reasons for our decision.

2.2 We are also under a legal obligation to check the identity of our clients and their ownership structure which means that we may i.a. ask for identification papers or, if you are a legal entity, the individuals that are in control of such legal entities (beneficial owners). We are also obliged by law to report any suspicions regarding money laundering and financing of terrorism to the police authorities. In case of any such suspicions we are required to decline or withdraw from the assignment.

3. Termination and resignation of assignments

3.1 You may at any time, preferably via e-mail, terminate the cooperation with our law firm, by requesting that we resign.

3.2 If you do not pay our fees in due time, we may, regardless of 3.3 below, immediately suspend all services until we have received payment in full.

3.3 We have the right to, and are from time to time obliged to, resign from an assignment pursuant to law or the Code i.a. if a conflict of interest arises or if you do not supply adequate instructions or if you, despite reminder, do not pay our fees in due time or if confidence and trust no longer exist between

you and us. An assignment will in any event end when we have fulfilled your instructions in relation to that assignment.

3.4 If an assignment is suspended or terminated according to 3.1-3.3 above, you must still pay our fees for services rendered and expenses incurred prior to the date of termination or suspension.

4. Fulfilment of an assignment

4.1 We shall carry out our assignments in a professional way and adhere to the Code as well as to other rules that we are subject to.

4.2 For each assignment a law firm partner will be responsible. This partner may engage other lawyers in the firm or other staff as they deem necessary to ensure an appropriate fulfilment of the assignment.

4.3 We accept instructions from those persons who we have reason to presume have a right to instruct us on your behalf.

4.4 Any assignment will be completed within a reasonable time. We shall plan and carry out our assignment so that any court order or other authority due date will be met, under the condition that we obtain timely instructions from you. Besides this, we do not warrant that we will have performed the assignment or part at any specific date. We will not carry out any update, unless so instructed, and any advice is based on the legal position at the time for giving the advice.

4.5 Our services are based on the information that you have provided during the time of the assignment. Any advice or other work product that our assignment results in is intended to be used solely for the purposes which were specified during the time of the assignment. Therefore, you may not rely on or apply the result on any similar situation.

4.6 We do not provide financial or accounting advice or any advice related to an investment or a transaction. Furthermore, we do not provide any advice regarding tax law or advice in tax related issues.

4.7 We provide advice on the laws of Sweden and, if applicable, an analysis of EU law and EU legal sources. Based on our general experience in dealing with other jurisdictions we may express legal views in other jurisdictions. This is merely intended to provide the benefit of our experience and does not constitute advice that you may rely on. Such advice should be obtained from lawyers qualified in that jurisdiction. We can assist to contact such lawyers, if instructed.

5 External counsels

5.1 If needed in an assignment, we will assist you and contact possible external counsels or experts on your behalf if you instruct us to do so. We can maintain contact with such external counsel and forward any advice they produce to you. We will, however, not assume any liability for any referral to such experts, nor any advice or other work product done by the external counsel on your behalf, regardless of if the external counsel reports to you or us.

6. Intellectual Property Rights

6.1 The copyright and other intellectual property rights in work products that we generate for you vest in us although you have the right to use such work products for the purposes for which they were provided. Unless otherwise expressly agreed, no document or other work product generated by us may be generally circulated or used for marketing purposes.

7. Confidentiality

7.1 We will protect the information you disclose to us in an appropriate manner and in accordance with the Code. Accordingly, any non-public information, received in the course of us performing our services for you, from or about you, your business or other affairs, will be treated as strictly confidential. We are however in certain instances required by law or permitted by the Code to disclose such information.

7.2 If we engage or liaise with other advisers or professionals in an assignment, we may communicate to them all materials and other information which we believe may be relevant to assist them in advising or carrying out other work for you.

8. Communication

8.1 We will primarily communicate with you via e-mail. If you for some reason do not want to communicate via e-mail or have specific rules of conduct for us when we communicate via e-mail, we ask you to inform us thereof at the commencement of the assignment. Any requests for message in writing, notice or similar should be confirmed by us in writing, normally via e-mail. Sometimes e-mails do not reach the recipient. If you send us important or time critical information by e-mail you are, therefore, advised to verify receipt by other means, for example via telephone.

9. Fees and reimbursements for costs and expenses

9.1 We are entitled to a reasonable fee for our assignments. We may have agreed of our fee in writing with you. If not, our fee is determined on a time spent basis applying our hourly rate but also, pursuant to the Code on other factors, such as complexity of the work, qualification, experience and skill the assignment has required, if the assignment has been carried out under time pressure, and work results achieved.

9.2 We can upon request provide you with an estimate of our likely fees. Such estimates are based on information available to us at the time, and does not constitute any offer of a fixed price.

9.3 Our assignment may incur certain expenses which we expect you to pay in addition to our fees. Such expenses may include application and registration fees, search fees, fees of other advisers and professionals, translation, travelling and courier services and an administrative charge for expenses.

9.4 All fees and expenses are exclusive of value added tax, which will be charged in those cases where we are obliged to do so.

10. Fees and reimbursements for costs and expenses

10.1 We are entitled to a reasonable fee for our assignments. We may have agreed of our fee in writing with you. If not, our fee is according to the Code determined on a time spent basis applying our hourly rate as well as other factors, such as complexity of the work, qualification, experience and resources required, if the assignment has been carried out under time pressure and work results achieved.

11. Invoicing

11.1 Unless otherwise agreed we will, at our discretion, invoice you when the assignment has been carried out, or on a monthly basis depending on the assignment in question.

11.2 In certain cases we may request an advance payment, to be used to settle future invoices, or expenses on your behalf.

11.3 Payment of invoices is, unless otherwise agreed in writing, in general due within 20 days from the outset of the invoice. In the event of late payment, interest on the balance owing will be charged from the due date until receipt of payment at the default interest rate determined according to the Swedish Interest Act.

11.4 In litigation and arbitration, the losing party may be ordered to pay the costs (including legal fees) of the winning party. Regardless of whether you are the winning or losing party you must pay our fees for services rendered and expenses incurred during representation.

11.5 In some cases, your legal expense insurance policy can be utilized for our assignments and you should always investigate whether that may be the case. Regardless of the terms and conditions of your insurance policy and the decision to compensate you or not, you must pay us in full for the

assignment to assist you in the dispute pursuant to what follows from these general terms and conditions or as we have otherwise agreed in writing.

12 Complaints and Limitation of liability

12.1 If you consider that we have not performed our assignment as agreed or not in accordance with the Code and you, for that reason, wish to make a complaint, you should notify us as soon as possible. The complaint must be in writing it shall contain the reasons for your opinion and your loss or damage caused thereby.

12.2 In order to be enforceable, the claim must be submitted as soon as you have become aware of or should have become aware of the circumstances giving rise to the claim. No claim may be made later than twelve months after the date of our last invoice issued for the assignment to which the claim refers. Under no circumstances can a claim be made against us later than two years after the advice was delivered to you.

12.3 Your assignment is between you and us, Advokat Marie af Petersens IP Law AB. Therefore, no party other than Advokat Marie af Petersens IP Law AB shall have any liability for services provided except as may be provided under mandatory law. Any entity and individual associated with us shall have the benefit of these general terms and conditions and any assignment letter insofar as they limit their liability. Any financial limit will, in such cases relate to us.

12.4 Our liability for any loss or damage, aggregated over a year, suffered by you as a result of our fault or negligence or breach of contract in performing our work shall be limited in respect of each assignment to 10 million Swedish kronor (SEK) or, if our fee for the assignment is less than 1 million SEK, to 3 million SEK. A price reduction or any other other remedy cannot be available in addition to damages. Neither can we accept any obligation to pay penalties.

12.5 We will only compensate you for any loss or damage that you can show that you have incurred, i.a. that our liability to compensate you shall be reduced where you can obtain indemnity or compensation from a third party (i.a. your insurance company).

12.6 We are not liable to compensate you for any loss or damage which you have suffered as a consequence of you having used any advice or other work product that our assignment has resulted in for any other purpose or in any other context that for which the advice or work product was intended. Neither are we liable for any loss or damage suffered by a third party as a consequence of such third party's or your use of any advice or other work product that our assignment have resulted in.

12.7 Other advisers and professionals shall be deemed to be independent of us (and irrespective of whether we have engaged them or if you have engaged them directly). Hence, we assume no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their advice or other services provided. This applies regardless of whether they report to us or to you.

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

13. Professional indemnity insurance

13.1 We maintain the Swedish Bar Association's compulsory professional indemnity insurance as well as professional indemnity insurance adapted to the needs of our business with well-known insurance company.

14. Processing of personal data

14.1 When we work on an assignment we will usually process personal data. The processing of personal data is made in accordance with our Personal Data Policy which is available on our website.

15. Archiving of documents

15.1 We will save documents, correspondence and other work products in electronic form for a period of time which we deem adequate for that assignment and as required by law and the Code. We will not save or archive any original documents, they will always be sent to you.

16. Applicable law and dispute resolution

16.1 The substantive laws of Sweden are applicable to these general terms and conditions as well as to each assignment.

16.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any specific terms, our engagement, services and assignments, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (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. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish unless we agree with you to use English.

16.3 Regardless of 16.2 above we shall be entitled to commence court proceedings for the payment of any amount due in any court with jurisdiction over you or any of your assets.

16.4 Any client, who is a consumer, has the right to have the matter tried by the Swedish Bar Association's Consumer Disputes Board (*Sw: Advokatsamfundets Konsumenttvistnämnd*) – Address: Konsumenttvistnämnden Sveriges Advokatsamfund Box 27321, 102 54 Stockholm; [e-post: konsumenttvistnamnden@advokatsamfundet.se](mailto:konsumenttvistnamnden@advokatsamfundet.se)).

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