

GENERAL TERMS AND CONDITIONS

1. APPLICATION

The terms and conditions herein apply to all legal services provided by Advokatfirman MarLaw AB, corporate reg. no. 556358-3508 ("MarLaw"). When appointing or consulting MarLaw, you are considered to have accepted the terms and conditions herein. Any departure from these general terms and conditions shall only apply following written agreement(s) established between the parties.

Your rights hereunder may only be invoked against MarLaw and under no circumstances with any natural person or other legal entity associated with MarLaw.

2. DEFINITIONS

Mandate includes all aspects of a matter of engagement of MarLaw to a client, regardless of whether the matter involves several areas of law, several different employees of MarLaw are involved in the matter, the matter is billed under several different invoices, or similar. A mandate is considered at hand only after MarLaw has accepted a specific engagement.

Client is any person that has provided MarLaw with a mandate, including, in some cases, the person's affiliated corporate bodies.

Material is considered all documents, opinions, counselling, and similar created and prepared by MarLaw in connection to a specific mandate.

3. CODE OF CONDUCT OF THE SWEDISH BAR ASSOCIATION

MarLaw is obligated to fully comply with the Code of Professional Conduct for Members of the Swedish Bar Association. These include, inter alia, rules regarding privileged information and confidentiality, avoidance of conflicts of interest, measures to prevent money laundering, proper management of insider information, and similar. All terms and conditions herein corresponding to aspects of legal ethics and practice are consequently to be interpreted in accordance with the Code of Conduct of the Swedish Bar Association.

4. SCOPE OF MANDATES

The scope and type of mandate shall as a rule be specified in advance before MarLaw accepts to undertake the mandate. However, the mandate may at all times be changed, reduced, or expanded within the discretion of the client. All legal advice that MarLaw provides is to be considered specific to the particular circumstances of each matter and cannot accordingly be used in relation to other matters, or for other purposes than those disclosed to MarLaw as pertaining to the specific matter of the mandate.

Every mandate is based on the assumption that all

information and material provided by the client is correct and complete. Accordingly, MarLaw does not, as a rule, independently verify the information and material provided by the client. MarLaw may consequently not be held liable for any conclusions or recommendations based on incorrect or deficient information provided by a client or, if relevant, a third party designated by the client. MarLaw will attempt to rectify incorrect or deficient information or material solely in case evident reasons emerge to assume that the information and material received is incorrect or deficient.

Please be advised that MarLaw does not undertake to update material relating to a completed mandate in case the legal context of the matter is changed, e.g. statutory changes to law or similar.

Information in newsletters, seminars, website, or other publications are naturally based on applicable legal principles at the time of publication. Such publication may nevertheless, under no circumstances, be equalled to legal advice given in relation to a mandate. MarLaw does not undertake to update such information due to changes in law and, additionally, bears no liability whatsoever for such publications.

5. CLIENTS' UNDERTAKINGS

MarLaw always strives to represent its clients' interests to the full extent with the most favourable outcome as the outmost objective. All of MarLaw's legal advice shall be of superior standard in order to be capable of being used as basis for the making of strategic decisions and endeavours of the clients. Notwithstanding, the accomplishment of MarLaw's aspirations is inherently conditioned by the client's ability to provide MarLaw with the sufficient basis for pursuing a mandate.

The client should without undue delay provide complete and correct information to the extent needed for the mandate to be duly executed. If a client does not provide such information or fails to take necessary action thereof, delays and additional costs may arise. MarLaw may not be held liable for such delays and additional costs, or in case any other types of costs arise thereof.

Clients shall regularly and promptly inform MarLaw of any changes in the circumstances of the mandate. Failure to do so may result in the material to be of deficient relevance or, in worst cases, virtually obsolete.

6. ASSIGNMENT OF PERSONNEL

MarLaw undertakes to provide personnel with sufficient knowledge and expertise for the specific matter of any mandate. The efforts of all our personnel is coordinated and monitored by a supervising partner in order to ensure the quality of the material. When accepting a mandate, MarLaw undertakes to provide enough

resources to perform the mandate with due diligence and cost-effectiveness in mind.

7. COMMUNICATION PER EMAIL

Unless otherwise stated, MarLaw communicates as a rule with its clients and other parties related to the mandate per email. The use of email may entail certain risks in relation to confidentiality and security. MarLaw accepts no liability for such risk other than the minimum requirements laid out in the General Data Protection Regulation (2016/679). Unless explicitly objected to, the client is considered to have given its consent to the use of email and the waiving of MarLaw's liability thereto.

8. INTELLECTUAL PROPERTY RIGHTS

MarLaw retains all intellectual property rights in relation to the material created within the framework of any mandate. Notwithstanding, the clients are entitled to use the material created by MarLaw in connection to the purpose for which it was created. The material created and prepared by MarLaw may not be used for marketing purposes or generally disclosed unless specifically otherwise agreed upon.

9. CONFIDENTIALITY

MarLaw will treat all non-public information that is obtained in relation to the mandate as strictly confidential. The information shall therefore not be disclosed, unless otherwise agreed considering the limitations laid out in the Code of Conduct of the Swedish Bar Association, or if explicitly required by law or court order. When cooperating with external experts or advisors, MarLaw will only disclose information to the extent necessary to perform the designated task.

If otherwise privileged information has become publicly known, MarLaw may refer to such information for marketing and educational purposes. In case MarLaw finds reason to believe such use would be opposed to by the client, MarLaw will have to obtain the consent of the concerned client.

MarLaw reserves the right to breach confidentiality to the extent necessary for pursuing a legal claim or defending itself from a legal claim, including, but not limited to, public blame.

10. CONFLICT OF INTERESTS

MarLaw may be prevented from accepting a mandate due to a conflicting interest of another client. Before accepting a mandate, a check for possible conflicts shall be conducted in accordance with the Code of Conduct of the Swedish Bar Association. It is therefore crucial that information of relevance for the assessment of a possible conflict of interest is provided to MarLaw. Nevertheless, it is inevitable that circumstances may arise after accepting a mandate that prevent MarLaw from further pursuing a mandate. In case this occurs, MarLaw strives to mitigate the conflict whilst treating the concerned clients fairly with due consideration to the guiding principles codified in the Code of Conduct of the Swedish

Bar Association.

11. PROCESSING OF PERSONAL DATA

MarLaw acts as the controller of personal data when undertaking a mandate. Any personal data that is transferred from any party to MarLaw in relation to a mandate must have been collected and processed thereafter in accordance with applicable data protection law up to the point of transfer to MarLaw.

MarLaw complies with applicable data protection law. For full information regarding the processing of personal data, please see MarLaw's Privacy Policy available at <https://marlaw.se/en/terms-and-conditions/>.

12. MEASURES AGAINST MONEY LAUNDERING AND TERRORIST FINANCING

In accordance with the Swedish Act on Measures against Money Laundering and Terrorist Financing (2017:630), MarLaw is obliged to identify each client before undertaking a mandate. MarLaw is, to the extent needed in the assessment of identified risks of money laundering and terrorist financing, legally obliged to report any suspicion of money laundering or terrorist financing to the Financial Intelligence Unit of the Swedish National Police. In the event that that any such suspected activity is conducted by a client, MarLaw must refuse or withdraw from the mandate. MarLaw may not be held liable for any damage, whether direct or indirect, caused to the client due to the fulfilment of these aforementioned legal duties.

13. FEES AND COSTS

MarLaw's fees are anchored with the principles of best practice of the Swedish Bar Association. The total costs for a mandate are mainly determined by the scope, type, and difficulty of each mandate. Unless specifically agreed upon, MarLaw's fees are determined by an hourly rate. The rate itself is based on the experience and expertise of each employee engaged in the matter. Depending on the type of mandate, MarLaw can set a fixed fee, a fee cap, or another type of fee structure if specifically requested. Adjustment of MarLaw's fees may occur on an annual basis.

In addition to MarLaw's fees, further charges will be made for any disbursements, expenses, and, when applicable, VAT. Expenses may include registration fees, travel expenses, expenses and fees for external advisors or experts, expenses for courier fees, postal expenses, translation expenses, and similar. MarLaw will obtain the client's consent before committing to any significant disbursement. In case MarLaw makes any disbursement on behalf of a client in a foreign currency (i.e. not SEK), an additional fee of ten percent (10 %) will be added to the total amount of the disbursement.

MarLaw can on request provide an estimate of the total fees and provide on-going notice as to the accumulated amount of fee-based work that has been performed. Unless explicitly stated otherwise, the total fees are

presented without VAT.

14. INVOICING AND PAYMENTS

MarLaw invoices for fees and expenses at appropriate intervals, which typically occurs on a monthly basis. Every invoice shall specify the due date which is generally set twenty (20) days following the date of invoicing. MarLaw reserves the right to charge reminder fees due to late payments in accordance with the Debt Recovery Act (1974:182). Annual interest applies to outstanding amounts with current reference interest rate plus eight per cent (8 %) in accordance with the Interest Act (1975:635). Queries or reservations regarding an invoice received later than eight (8) days following dispatch will not be considered by MarLaw.

15. LIABILITY

MarLaw is not liable for any damages that can be attributed to incorrect or misleading information, or omission that is not directly attributable to MarLaw. Moreover, MarLaw is not liable for the work performed by external advisors or experts. MarLaw is not liable for any damages to the extent that such damages are covered under the scope of insurance, agreement, or indemnity obligation that clients may have.

MarLaw is not liable for damages due to any use of our material that exceeds the specific circumstances of the mandate, the time for the mandate, or similar. This also applies to use of MarLaw advice by a different natural person or legal entity than the client for whom MarLaw has performed the mandate.

MarLaw maintains a mandatory liability insurance as required by the Swedish Bar Association.

16. FORCE MAJEURE

MarLaw is not liable for damages arising from events that are not within its control and that could not be reasonably foreseen or avoided at the time the mandate was accepted. These include natural disasters, or other casualty or due to strikes, social unrest, fire, explosions, acts of God, war, terrorism, or a similar occurrence or conditions.

17. COMPLAINTS

MarLaw is deeply committed to ensuring the clients' satisfaction with the quality of its services. Nonetheless, in case of dissatisfaction, clients have the right to lodge a complaint. Any such complaint shall be made 1) to the contact person supervising the specific mandate and 2) to MarLaw's managing partner. A complaint shall be lodged as soon as the client has become aware of the relevant circumstances. No claim may be made after

twelve (12) months following the date when the relevant circumstances to the client became known or could have become known after reasonable enquiries.

18. TERMINATION OF THE MANDATE

Clients are entitled to terminate a mandate at any time by serving notice thereof. Under certain circumstances defined in the Code of Conduct of the Swedish Bar Association, MarLaw may be obligated or entitled to withdraw from a mandate. In case of termination or withdrawal, the client is still obligated to pay for all costs incurred by MarLaw up to and including the date the mandate was terminated or withdrawn from.

19. DIFFERENT LANGUAGE VERSIONS

MarLaw's General Terms and Conditions have been written in both English and Swedish. In case any discrepancy between the language versions arises, the Swedish version shall apply to clients domiciled in Sweden and the English version to foreign clients.

20. DISPUTE RESOLUTION AND APPLICABLE LAW

MarLaw is entitled to collect payments due by seeking legal remedies for any outstanding amounts in courts with proper jurisdiction according to applicable procedures. Other disputes or controversies arising from the terms and conditions herein, or other issues or demands, arising in light of MarLaw's services shall be settled with the application of Swedish law without regard to its provisions concerning conflict of laws. Disputes shall be determined and finally settled in arbitration by and under the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be in Stockholm, Sweden and the language of the proceedings shall be Swedish.

The paragraph above regarding arbitration and applicable law does not apply to consumers. According to the Code of Conduct of the Swedish Bar Association, a consumer has the right to refer disputes to the Swedish Bar Association's Consumer Disputes Committee. If the parties cannot reach a settlement, MarLaw is obligated to participate in the adjudication and to comply with the committee's decision.

21. INVALIDITY OF PROVISIONS

In case any provision of the General Terms and Conditions or any other contractual manifestation is found to be invalid or unenforceable, the terms and conditions herein shall not be considered invalid or unenforceable. Insofar as invalidity affects the rights or obligations of a party, reasonable adjustment shall be made instead.

The terms and conditions herein may be subject to change and the most recently updated version is applicable to all mandates initiated after any such changes are made. This version was enacted on 14 May 2019.