



General Terms and Conditions

Nybron Advokater KB's general terms and conditions for clients not domiciled in Sweden (version 2022:1)

1 Application

- 1.1 These general terms and conditions apply to the services provided by Nybron Advokater KB ("**Nybron**") to its clients. Nybron is also obliged to adhere to the Swedish Bar Association's code of conduct (the "**Code of Conduct**"). By entering into an agreement with Nybron, the client is deemed to have accepted these general terms and conditions. Any amendments to, or deviations from, these general terms and conditions shall only apply if agreed in writing.
- 1.2 The client's contractual counterparty is Nybron solely and no other legal entity or individual associated with Nybron. Neither Nybron's partners, its employees nor its consultants shall have any liability for services provided by Nybron unless otherwise provided under mandatory law. These general terms and conditions and other parts of the agreement between Nybron and the client shall, however, apply to the benefit of Nybron's partners, its employees and its consultants.
- 1.3 These general terms and conditions shall apply to all of Nybron's services, irrespective of whether the services include several parts, whether Nybron advises several legal entities or individuals and whether Nybron issues separate invoices.

2 Identification

- 2.1 Nybron is required by law to investigate the identity and ownership structure of its clients as well as to request information about the nature and objective of the matter. Such information shall be provided by the client before Nybron's work may commence. In some cases, Nybron may be obliged to verify such information against external sources. Further, Nybron is required by law to retain all information and documentation provided for the identification of a client. If the client does not provide sufficient information, Nybron has the right to decline or withdraw from the engagement.
- 2.2 Nybron is required by law to report suspicions of money laundering or terrorism financing to the police authorities. By law, Nybron is prevented to inform the client that Nybron has suspicions or that Nybron has (or will) make a report to the police authorities. If Nybron has suspicions of money laundering or terrorism financing, Nybron is also obliged to decline or withdraw from the engagement.
- 2.3 By law, Nybron may be required to provide information to the tax authorities on the VAT number of its clients and the invoiced amounts. By engaging Nybron, the client shall be deemed to have consented to

Nybron providing such information to the tax authorities. If the client opposes such reporting, Nybron has the right to withdraw from the engagement.

- 2.4 Nybron shall in no event be held liable for any loss or damage directly or indirectly suffered by the client as a consequence of Nybron having complied with its obligations in accordance with sections 2.1–2.3, or that Nybron in accordance with said sections has declined or withdrawn from an engagement because Nybron has been prevented to fulfil its obligations.

3 Personal Data

Nybron is the controller, as defined in the General Data Protection Regulation (EU) 2016/679, for personal data received in connection with Nybron's performance of legal services for its clients or otherwise processed when an engagement is prepared or administered. The personal data that may be processed in connection with an engagement is, e.g., name, personal identification number, title, contact information, invoicing information and other business-related information provided by a client, a client's representative or counterparties. More information about Nybron's processing of personal data can be found in Nybron Advokater KB's Privacy Policy which is available on the website www.nybronadvokater.se.

4 Nybron's Services

- 4.1 The scope of Nybron's engagement may be set out in a written or oral engagement confirmation. The nature and scope of the engagement can, however, be revised during the course of the engagement depending on the client's instructions or the conditions that apply to the matter from time to time.
- 4.2 For each engagement, one of Nybron's partners will be main responsible for the services in the particular engagement. Other lawyers and employees associated with Nybron may also work in the matter. The composition of the team of lawyers working on the matter may for various reasons be changed during the course of the matter.
- 4.3 Nybron's advice is tailored only to the circumstances, facts and instructions presented to Nybron in the particular engagement. The client may therefore not rely on Nybron's advice in any other matter or for any other purpose than the specific engagement and purpose for which the advice was given.
- 4.4 Nybron does not provide tax advice, financial advice, accounting advice or advice on the commercial merits of decisions, investments or transactions. Thus, Nybron cannot be held liable for tax, financial, accounting or commercial consequences of the decisions, investments or transactions that the client makes.

- 4.5 Nybron only provides advice regarding Swedish law. If Nybron, based on its general experience, would express a view on legal issues in any jurisdiction other than Sweden, such view does not constitute advice that you may rely on. Nybron may at the client's request assist with obtaining advice from advisors in other jurisdictions.
- 4.6 If Nybron engages or works together with other advisors, such advisors shall in all aspects be deemed independent of Nybron. Thus, Nybron assumes no liability for other advisors, neither for the services and advice provided by them nor for appointing them or recommending them. This applies irrespective of whether the advisor reports to Nybron or to the client. If the client grants Nybron authority to engage other advisors, such engagement will be made on the client's, and not Nybron's, behalf. If the client has not expressly instructed otherwise, Nybron shall be deemed to have the authority to accept limitations of liability invoked by such advisors. Nybron assumes no liability against other advisors for fees or expenses incurred by them.
- 4.7 If Nybron, together with other advisors would be liable for the same loss or damage suffered by the client, Nybron's liability for such loss or damage shall be limited to the proportion which Nybron's fee bears to the sum of the fees payable to all advisors (regardless of whether the other advisors or professionals have excluded or limited their liability or would be unable to pay their part of the total claim).
- 4.8 If Nybron, together with one or several other advisors, would be jointly and severally liable to the client in relation to the same loss or damage suffered by the client and any other advisor's liability to the client is more limited than Nybron's liability, any liability Nybron might have to the client shall be reduced by the amount of the contribution Nybron would have been able to recover from that advisor if its liability to the client had not been so limited (and regardless of whether that other advisor would have been able to pay the contribution to Nybron).

5 Confidentiality and Insider Matters

- 5.1 Nybron shall observe confidentiality in accordance with the Code of Conduct. However, in certain cases, we may be obliged by law to disclose information.
- 5.2 If the matter in question would involve information of a kind that requires an insider list being maintained according to market abuse legislation or similar legislation and the client wishes Nybron to maintain such list, the client shall expressly request Nybron to do so.
- 5.3 An insider list maintained by Nybron may on the client's request be provided as soon as possible, provided that the client makes such request not later than within five years and one day after the list was prepared or

dated. The client will be required to keep the list confidential and to use it only to comply with its legal obligations.

6 Electronic Communication etc.

6.1 Unless the client requests that communication is handled in some other manner, Nybron's communication with clients and other parties involved in a matter will mainly be handled over the Internet through, e.g., e-mail and video calls. It should be noted that electronic communication involves security and confidentiality risks and that there is a risk that spam and virus filters, fire walls and other security arrangements reject or filter out legitimate e-mails. Thus, the client should follow-up on important e-mails by telephone. Considering the risks involved in electronic communication, Nybron accepts no liability for such risks.

6.2 Nybron uses IT services (e.g. systems for word processing, document management, time reporting and virtual data rooms). Even if Nybron takes reasonable measures to ensure that Nybron and suppliers who provide IT services to Nybron keep a high level as regards security and availability, there are no guarantees that the services are free from risks. Nybron shall therefore have no liability for losses or damages that arise due to use of the IT services.

7 Intellectual Property Rights

The intellectual property rights in work products that Nybron generates for the client vest in Nybron although the client has the right to use such work products for the purposes for which they were provided. Unless agreed otherwise, no document or other work product generated by Nybron may be generally circulated or used for marketing purposes.

8 Fees and Expenses

8.1 Nybron's services are charged in accordance with the Code of Conduct. Nybron's fees are normally determined on the basis of a number of factors such as, inter alia, (i) time spent, (ii) the type, complexity and importance of the matter, (iii) time constraints and amount of work required to be performed beyond normal office hours, (iv) the amounts involved, (v) the knowledge, skills, experience and resources required, (vi) any risks assumed by Nybron and (vii) the result achieved through Nybron's work.

8.2 Nybron may at the client's request at the outset of an engagement provide an estimate of Nybron's fees and throughout the engagement update the client on the fees incurred. Such estimate is based only on information available to Nybron at the time when the estimate was made and cannot be regarded as a fixed quote.

8.3 In addition to the fees for Nybron's work, Nybron has the right to charge for certain expenses, inter alia courier and travel costs, fees of other

advisors, registration fees, registry search fees, facilities for data room purposes, temporary workers, catering, conference calls and extensive document reproduction.

- 8.4 Nybron's fees and expenses are exclusive of value added tax, which will be charged where Nybron is required to charge such tax.

9 Reportable Arrangements

The statutory duty of confidentiality to which members of the Swedish Bar Association are subject entails that Nybron as a starting point may not disclose information about clients and engagements. Nybron may therefore not disclose information about any arrangements according to the Council Directive (EU) 2018/822 concerning the automatic exchange of information which relates to reportable cross-border arrangements ("DAC 6") and national legislation for the implementation of DAC 6. Further, Nybron may not inform other involved advisors about their obligation to disclose information under DAC 6. This applies unless the client expressly instructs Nybron to report and thus releases Nybron from its duty of confidentiality. If the client instructs Nybron to report an arrangement to the relevant authorities, such reporting shall be considered as a part of Nybron's engagement.

10 Invoicing and Payment

- 10.1 Nybron will invoice the client regularly, normally on a monthly basis, unless otherwise agreed.
- 10.2 Nybron may in certain cases require an advance payment of fees and expenses. Advance payments will be used to settle future invoices. The final total amount of Nybron's fees and expenses for the engagement may be more or less than the amount of the advance payment.
- 10.3 In certain cases, Nybron may issue a preliminary invoice (on account) for fees and expenses. In such cases, the final invoice will set out the total amount from which the amount in the preliminary invoice will be deducted.
- 10.4 Nybron's invoices are normally due 15 days from the date of each invoice. If an invoice is not paid, interest on the balance owed will be charged at the statutory rate applicable from the due date until receipt of payment.
- 10.5 In litigation and arbitration, the losing party can be ordered to pay the costs (including legal fees) of the winning party. However, it should be noted that in some cases, the legal expenses incurred by the winning party may not be recoverable in their entirety. Irrespective of whether the client will be the winning or losing party, the client must pay for services provided by Nybron and for costs incurred by Nybron when representing the client in litigation or arbitration.

- 10.6 If Nybron's fees and expenses are to be financed by making use of a legal costs and expenses insurance, the client must still pay Nybron for fees and expenses and thereafter regulate its compensation from the insurer.
- 10.7 If the client asks Nybron to address an invoice to someone else, Nybron may accommodate such request only if it is evident that the arrangement will not violate any laws and the Code of Conduct, if the identity and other circumstances set out in clause 2 have been verified in respect of the addressee and that the client, on Nybron's demand, will promptly pay any amounts which have not been paid by the due date. No client relationship between Nybron and such addressee will be created.

11 Termination of Engagements

- 11.1 The client may at any time terminate Nybron's engagement by requesting Nybron to cease acting for the client. The client must still pay the fees for services provided, and the expenses incurred, by Nybron prior to the date of termination.
- 11.2 Law and the Code of Conduct provide the circumstances in which Nybron has the right or obligation to decline or withdraw from an engagement. This may be the case, e.g., in the event of inadequate client identification, suspicions of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions or when confidence and trust no longer exist between Nybron and the client. If Nybron terminates its engagement, the client must still pay Nybron's fees for services provided and expenses incurred prior to the date of termination.
- 11.3 With regard to conflicts of interest, Nybron cannot as a rule represent a party if there is a conflict of interest with other clients. Therefore, Nybron will conduct a conflict of interest check before accepting an engagement. Even if such checks have been conducted, conflicts of interest which Nybron is not aware of at this time may arise and preclude Nybron from representing the client in pending or future matters. Should that occur, Nybron seeks to be fair to its clients taking into consideration the Code of Conduct. In this respect, it is important that the client at the outset of and during Nybron's engagement provides Nybron with any information that the client believes may be pertinent to establish whether any actual or potential conflict of interest exists.

12 Complaints and Claims

- 12.1 If the client for any reason is dissatisfied with Nybron's services and wishes to submit a complaint or claim, the client shall notify the Nybron partner responsible for the relevant matter as soon as possible after the client became aware of the circumstances giving rise to the complaint or claim. No claim may be made later than 365 days after the later of (i) the date the last invoice was issued for the engagement to which the claim

refers and (ii) the date the circumstances giving rise to the claim became known to the client or could have become known to the client after carrying out reasonable investigations.

- 12.2 If the client's claim is based on a claim against the client by an authority or other third party, Nybron or its insurers shall be entitled to meet, settle and compromise such claim on the client's behalf, provided that – taking into consideration the limitations of liability in these general terms and conditions and, if any, the engagement letter – the client is indemnified by Nybron. If the client meets, settles, compromises or otherwise takes any action in relation to such claim without Nybron's consent, Nybron shall not have any liability for such claim.
- 12.3 If Nybron or its insurer reimburse the client in respect of a claim, the client shall, as a condition for such reimbursement, transfer the right to recourse against third parties to Nybron or its insurer by way of subrogation or assignment.

13 Limitation of Liability

- 13.1 Nybron's liability for any loss or damage suffered by the client as a result of negligence or other breach of contract on Nybron's part shall in respect of each engagement be limited to 50 million Swedish kronor, or if Nybron's fees in the relevant engagement are less than 1 million Swedish kronor, to 5 million Swedish kronor.
- 13.2 Nybron's liability for a loss or damage shall be reduced by any amount which may be obtained by the client under any insurance maintained by or for the client or under any contract or indemnity to which the client is a party or a beneficiary, unless it is contrary to the agreement with such insurance provider or other third party or the client's rights against such insurance provider or other third party will be prejudiced thereby.
- 13.3 Nybron shall not be liable for any loss or damage suffered as a result of the use by the client of Nybron's work products or advice in any other context or for any other purpose than for which it was given. Except as provided in clause 13.5, Nybron shall not have any liability for a loss or damage suffered by any third party through the use by the client of Nybron's work products or advice.
- 13.4 Nybron shall not be liable for any loss or damage suffered as a result of events beyond Nybron's control, which events Nybron reasonably could not have anticipated at the time Nybron accepted the engagement and whose consequences Nybron could not reasonably have avoided or overcome.
- 13.5 If Nybron, at the client's request, agrees that a third party may rely on Nybron's work products or advice, this will not increase or otherwise affect Nybron's liability, and Nybron will only be liable to such third party to the extent Nybron would have been liable to the client. Any

amount payable to a third party as a result of such liability will reduce Nybron's liability to the client correspondingly and vice versa. No client relationship with such third party is assumed. The aforesaid applies also if, at the client's request, Nybron issues certificates, opinions or the like to a third party.

14 Professional Liability Insurance

Nybron maintains professional liability insurance in addition to the Swedish Bar Association's compulsory liability insurance. Nybron is not obliged to disclose the amount of the insurance cover.

15 Document Retention

15.1 After the conclusion or termination of an engagement, Nybron will keep (or store with a third party) essentially all documents and work products accumulated or generated in a matter, whether on paper or electronically, for a period of time which Nybron deems to be adequate for that particular type of engagement, however under no circumstances for a period of time shorter than that required by law or under the Code of Conduct.

15.2 As Nybron is under an obligation to retain essentially all documents and work products accumulated or generated in the matter, Nybron will not be able to meet a request by the client to return (without making and keeping a copy) or destroy a document or work product in advance of the expiration of the retention period.

15.3 Unless otherwise agreed, Nybron is not required to store the client's original documents.

16 Miscellaneous

16.1 These general terms and conditions may be amended by Nybron from time to time. The current version is published on the website www.nybronadvokater.se. Amendments will become effective only in relation to matters initiated after the amended version was posted on the website.

16.2 If an engagement letter has been provided to the client in respect of a particular engagement, the terms in the letter shall prevail if and to the extent there is any inconsistency between these general terms and conditions and the terms set out in such letter.

16.3 These general terms and conditions have been drafted in Swedish and in English. For clients domiciled in Sweden, the version in Swedish shall prevail. For all other clients, the version in English shall prevail.

17 Governing law and dispute resolution

17.1 These general terms and conditions (including the arbitration clause in clause 17.2) and, if any, the engagement letter, Nybron's engagement,

Nybron's services and Nybron's advice shall be governed by and construed in accordance with substantive Swedish law.

- 17.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any engagement letter, Nybron's engagement, Nybron's services and Nybron's advice shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English unless the client and Nybron agree to use Swedish.
- 17.3 Arbitral proceedings initiated with reference to clause 17.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings, may not, in any form, be disclosed to a third party without the express consent of the other party. A party shall, however, not be prevented from disclosing such information in order to preserve its rights versus the other party or if the party is required to so disclose pursuant to law or other applicable mandatory regulations.
- 17.4 Under certain conditions, clients who are consumers may turn to the Swedish Bar Association Consumer Disputes Committee to have fee disputes and other financial claims against Nybron tried. Visit www.advokatsamfundet.se/Konsumenttvistnamnden for further information.
- 17.5 Notwithstanding clause 17.2, Nybron shall be entitled to commence proceedings for the payment of any amount due in any court with jurisdiction over the client or any of the client's assets.

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