

## **GENERAL TERMS AND CONDITIONS**

### **1. Applicability**

- 1.1 These general terms and conditions govern all services provided by Foyen Advokatfirma KB ("Foyen") to its clients. The Swedish Bar Association's guidelines on professional conduct also apply to the engagement.
- 1.2 By retaining Foyen, you are deemed to have accepted these terms and conditions. Any deviations from these terms and conditions must be made in writing to be valid.
- 1.3 These terms and conditions may be amended from time to time. The most recent version is always available at [www.foyen.se](http://www.foyen.se). Amendments shall apply only to engagements commenced after the new version has been published on our website.

### **2. Client Identification**

- 2.1 As required by law, we must in certain engagements verify our clients' identity and ownership structure, and obtain information about the nature and purpose of the matter prior to accepting the engagement. We may therefore request, inter alia, identity documents in respect of you and any other person involved in the engagement on your behalf and, in the case of a legal entity, the natural persons who exercise ultimate control thereof, as well as documentation of the origin of funds and other assets. We may also obtain information from external sources to verify the information provided to us.
- 2.2 We are required by law to report suspicions of money laundering or terrorist financing to the Financial Intelligence Unit. We are also legally prohibited from notifying you that any such suspicion exists or that a report has been or may be made to the Financial Intelligence Unit. Where suspicions of money laundering or terrorist financing arise, we are obliged to decline or withdraw from the engagement.
- 2.3 By retaining us, you are deemed to have consented to our processing of your personal data for the purposes set out in this clause 2. We will as a general rule also need to process the personal data of your representatives and beneficial owners for the same purposes, and you are responsible for ensuring that such persons consent to such processing. Should you have any questions regarding our processing of personal data, please contact any of the persons referred to in clause 12.1.
- 2.4 Where we provide VAT-exempt services to a client in another country within the EU VAT area, i.e. where we are not required to charge Swedish VAT, we are required by law to report the client's VAT registration number and the value of the services provided to the Swedish Tax Agency in a periodic summary statement. If you object to our doing so, we are precluded from acting on your behalf.

### **3. Services**

- 3.1 In order to develop our relationship with you and our understanding of your business, we will designate a client relationship partner. The client relationship partner bears overall responsibility for our services to you. There will also be a partner or attorney responsible for

our work in each individual engagement. This may be the client relationship partner or another attorney with relevant expertise.

- 3.2 We accept each engagement as an engagement for Foyen and not as an engagement for any individual attorney. All partners and other personnel of Foyen working on an engagement provide their services to you in accordance with these terms and conditions. Such persons shall not bear any personal liability towards you beyond what may follow from mandatory rules of law. The engagement agreement is therefore an agreement with Foyen and not with any individual associated with Foyen.
- 3.3 Where appropriate, we work in teams to provide you with the expertise and resources required in each individual engagement. At the outset of an engagement, we will normally agree on the scope of our services and the personnel assigned to the engagement. The scope may subsequently be amended, expanded or reduced, and it may be necessary to change personnel within the team.

#### **4. Use of AI Tools**

- 4.1 The firm may, in the performance of an engagement, use tools based on artificial intelligence, including generative AI. The purpose of such use is to enhance and streamline Foyen's services, provide relevant information and respond to queries more efficiently. The use of AI is subject to the firm's oversight and is conducted in accordance with professional conduct rules and applicable legislation. The responsible attorney is accountable for the advice provided and reviews all AI-generated material before it is used in the engagement.
- 4.2 Should the client not wish AI tools to be used in the performance of the engagement, this must be communicated to the firm in writing without delay, and no later than at the commencement of the engagement.

#### **5. Fees**

- 5.1 Upon request, we will provide you with a fee estimate at the outset of an engagement. Depending on the nature of the engagement, we may also agree on a budget, fixed fee or other fee arrangement. All fee amounts are stated exclusive of value added tax.
- 5.2 Unless otherwise agreed, our fees are determined by the following factors: (a) the skill and experience required by the engagement; (b) the result achieved; (c) time spent; (d) the value of the matter; (e) any risks to Foyen; and (f) the time constraints applicable to the engagement. Our fees are consistent with the guidelines of the Swedish Bar Association.
- 5.3 In addition to our fees, charges for travel and other disbursements may be invoiced. We will ordinarily pay limited disbursements on your behalf and charge them in arrears; however, we may request advances for disbursements, pass on the relevant invoice to you for payment, or require you to act as the contracting party and assume payment responsibility for, for example, experts or other third parties engaged in connection with an engagement.

#### **6. Invoicing**

- 6.1 We invoice on a monthly basis as a general rule. Foyen may also provide you with regular updates on accrued fees. Unless otherwise agreed between Foyen and you, our invoices are

payable within 30 days. We charge late payment interest in accordance with the Swedish Interest Act in the event of overdue payment.

- 6.2 In lieu of invoicing time recorded during the relevant period, we may issue a preliminary “on account” invoice for our fees. In such cases, the final invoice for the engagement shall state the total amount of our fees, from which the fees paid “on account” shall be deducted.
- 6.3 In certain cases, we will request an advance payment before commencing the engagement. Such advance shall be applied against future invoices. The total amount of our fees for the engagement may be higher or lower than the advance payment.
- 6.4 Foyen shall, in accordance with professional conduct rules, be entitled to withdraw from the engagement prior to its completion where the client, despite having received a reminder, fails to settle Foyen's invoice, or where Foyen has requested an advance payment that remains unpaid.

## **7. Legal Expenses Insurance**

- 7.1 In certain matters, the cost of legal representation may be covered, at least in part, by legal expenses insurance. You must notify us if you hold legal expenses insurance. Upon your request, we will assist in making a claim under your legal expenses insurance policy.
- 7.2 The reimbursement of costs under legal expenses insurance is a matter between the insurer and you. Foyen will invoice you, and upon conclusion of the matter we will submit a statement of costs together with a specified account of work performed, requesting disbursement to you in accordance with the statement of costs, provided that we have received full payment for work performed prior to that point. It should be noted that the insurer may, pursuant to the policy terms, reimburse only a limited portion of our representation, inter alia because the policy may contain provisions that exclude reimbursement of certain measures. Any shortfall between the amount reimbursed by the insurer and the amount invoiced by Foyen for work performed shall be borne by you.

## **8. Limitation of Liability**

- 8.1 Our advice in an engagement is tailored to the specific engagement and to the circumstances as presented to us by you. You may therefore not use or rely on our advice for any purpose, in any context, or for any objective other than that for which it was provided. Unless otherwise agreed between Foyen and you, our advice in an engagement does not cover the potential tax consequences of the engagement.
- 8.2 Foyen's advice in an engagement concerns Swedish law only and does not extend to the laws of any other jurisdiction. Where we express views on the laws of other jurisdictions, such views are based solely on our general experience of legal matters in those jurisdictions and do not constitute legal advice. Foyen is, however, pleased to assist you in obtaining the necessary advice from lawyers qualified in such jurisdictions.
- 8.3 Our liability for loss suffered by you as a result of negligence, error or breach of contract on our part is limited per engagement to SEK 50 million, or, where our fee in the relevant engagement is less than SEK 1 million, to SEK 10 million.

- 8.4 Our liability towards you shall be reduced by any amounts recoverable under any insurance policy taken out by you or on your behalf, or under any contract or indemnity to which you are a party or beneficiary, unless such reduction would be inconsistent with your agreement with an insurer or other third party or would restrict your rights against an insurer or third party.
- 8.5 We accept no liability for loss arising from your use of our work product or advice in any context or for any purpose other than that for which it was provided. Save as provided in clause 8.9, we accept no liability for loss suffered by any third party as a result of your use of our work product or advice.
- 8.6 Where we have undertaken to advise on potential tax consequences, our liability shall not extend to taxes payable by you unless it was clear at the time of our advice that you could have achieved your commercial objectives by employing an alternative structure or method at no additional cost or risk, thereby entirely avoiding the payment of such taxes.
- 8.7 Other advisers and specialists shall be deemed independent of us (regardless of whether we have engaged them or you have contracted with them directly). We therefore accept no responsibility for other advisers and specialists, whether in respect of their selection, our recommendation of them, or the advice and other services they provide. This applies irrespective of whether they report to us or to you.
- 8.8 We accept no liability for loss arising from circumstances beyond our control that we could not reasonably have anticipated at the time of accepting the engagement and the consequences of which we could not reasonably have avoided or overcome.
- 8.9 Where Foyen, at your request, agrees that a third party may rely on advice or a document prepared by us, this shall not increase or otherwise affect our liability. Foyen's liability towards such third party shall be the same as its liability towards you. Any amounts paid by us to a third party pursuant to such liability shall reduce our liability towards you by a corresponding amount. Even where Foyen has specifically agreed that a third party may rely on advice or a document prepared by us, Foyen does not thereby assume any advisory liability towards such third party.
- 8.10 Where Foyen discontinues the performance of an engagement or its relationship with you due to circumstances attributable to you, or due to an obligation under law or professional conduct rules, Foyen shall bear no liability for any loss that may result therefrom.
- 8.11 Any limitation of liability applicable to Foyen pursuant to these terms and conditions or a separate agreement with you shall, in all respects, also apply for the benefit of, and be enforceable by, current and former partners of Foyen and attorneys and other persons who work or have worked for, or are or have been engaged by, Foyen.
- 8.12 The limitations of liability set out above shall not apply in the event of wilful misconduct or gross negligence.
- 8.13 Foyen maintains professional indemnity insurance appropriate for its activities.

## **9. Communications**

- 9.1 Unless otherwise agreed, we communicate with you and other parties involved in an engagement via the internet and email. These are efficient means of communication that may, however, entail risks for which we assume no liability. Should you prefer not to communicate via the internet or email in connection with any engagement, please notify the responsible attorney accordingly.
- 9.2 Our spam and virus filters may on occasion reject or filter out legitimate emails. You should therefore follow up important email communications by telephone.

## **10. Market Abuse Regulation**

- 10.1 We expect you to notify us when you wish us to establish and maintain an insider list to enable you to fulfil your obligations under the Market Abuse Regulation (596/2014/EU) and underlying regulations (together “MAR”). Should you request a copy of the insider list, we will provide it to you as soon as possible following such request, provided it is made within five years and one day of the date the list was established or last updated. You are responsible for keeping the insider list confidential and for using it solely for the purpose of fulfilling your obligations under MAR.

## **11. Intellectual Property and Marketing**

- 11.1 We own the copyright and all other intellectual property rights in the work product created by us in an engagement. You are, of course, entitled to use the work product for the purpose or purposes for which it was prepared.
- 11.2 Unless otherwise agreed, we will return all original documents to you upon conclusion of the engagement. We will retain copies of documents for our own records. Once a particular transaction has become publicly known, we may refer to our engagement in connection therewith in our marketing materials and on our website. Such references shall only contain information that is already in the public domain. Where we have reason to believe that you may object, we will seek your consent before publishing any such reference.

## **12. Complaints and Claims Procedure**

- 12.1 If for any reason you are dissatisfied with our services and wish to submit a complaint, we ask that you notify the responsible attorney as soon as possible. Alternatively, you may contact the client relationship partner (the partner who serves as your primary contact) or our Chief Executive Officer.
- 12.2 To be valid, any claim must be submitted no later than 365 days after the later of (i) the date of our final invoice in respect of the engagement to which the claim relates, and (ii) the date on which the circumstances giving rise to the claim were or ought to have been known to you.
- 12.3 Where your claim against us is based on a claim by a third party, tax authority or other authority against you, we shall be entitled to contest, settle and compromise such claim on your behalf, provided that we indemnify you in respect thereof. Should you settle, reach a compromise or otherwise take any action in respect of such a claim without our consent, we shall bear no liability for the claim. Where you are indemnified by us in respect of any claim,

you shall, as a condition of such indemnification, assign to us or to our insurers any right of recourse against the relevant third party.

**13. Governing Law and Jurisdiction**

- 13.1 Foyen's engagements and these general terms and conditions shall be governed by Swedish substantive law. Any dispute arising in connection with these general terms and conditions or any matter relating to our engagement for you shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.
- 13.2 The seat of arbitration shall be Stockholm. Notwithstanding the foregoing, Foyen shall always have the right to elect to bring proceedings against you for overdue debts before a court of general jurisdiction, or to apply for a summary judgment order.

*Last updated: 21 May 2026*