

ULFSDOTTER | LAW

Terms and Conditions for Advokatfirman Ulfsdotter AB (version 2019:1 E)

These terms and conditions apply to all services provided to clients by Advokatfirman Ulfsdotter AB ("Ulfsdotter"). The codes of conduct applying to members of the Swedish Bar Association also apply to the services provided by Ulfsdotter. By entering into an agreement with Ulfsdotter, you are considered to have agreed to these terms and condition, which, in addition to our assignment confirmation, shall be considered to constitute contractual content between you and Ulfsdotter.

1. Our services

1.1 Ulfsdotter is a law firm specialized in public procurement law. We provide strategic procurement law advice to our clients.

1.2 As our ambition is to have long-term relationships with our clients, a client manager is appointed for each assignment that has the overall responsibility for our services to you.

1.3 In order to provide the best possible procurement law advice, we work in teams that include employees with broad and diverse experiences of the procurement regulations. We strive to be an equal workplace and our working method is inclusive, which is reflected in the team you as a client face when you hire us.

2. Conflicts of interest

2.1 Due to applicable rules governing the codes of conduct established by the Swedish Bar Association, we may be prevented from acting for you in a specific matter if there is a conflict of interest in relation to another client. Before we take on an engagement, we therefore check to ascertain whether such a conflict of interest exists. Notwithstanding such checks, circumstances may arise that prevent us from acting for you in an ongoing or future engagement. If this occurs, we strive to treat our clients fairly, taking account of the codes of conduct applying to members of the Swedish Bar Association. Accordingly, it is important before and during the engagement that you provide us with any information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

3. Termination of engagement

3.1 We have the right to, with immediate effect, withdraw from our engagement if:

3.1.1 despite a reminder, you do not pay our invoice in this or any other engagement;

3.1.2 we have agreed that you shall pay us in advance, the advance is exhausted and no replenishment of the advance payment is made at our request;

3.1.3 you become insolvent and we believe that there is a risk of not receiving payment for work performed and/or expenses;

3.1.4 the cooperation between us and you has not for a period worked satisfactory and cannot reasonably be expected to improve; or

3.1.5 we, under applicable law, the code of conduct established by the Swedish Bar Association or other

reasons have the right and/or obligation to withdraw from our engagement.

3.2 You may terminate our engagement at any time by requesting us in writing to cease acting for you. If you do so, you must still pay our fees for services provided and expenses incurred prior to the date of termination.

4. Fees and expenses

4.1 We endeavour to provide legal services at attractive fee rates. On request, we will provide you with a fee estimate at the start of an engagement. Depending on the nature of the engagement, we may also agree on a budget or other fee arrangements.

4.2 All fees are exclusive of value added tax, sales tax and similar taxes, which will be charged at the statutory rate applying in the relevant jurisdiction.

4.3 Our fees always accord with the rules of the Swedish bar association. Unless we agree otherwise, our fees are based on a number of factors such as: (i) time spent; (ii) skills and experience required; (iii) sums of money involved; (iv) risks assumed; (v) time constraints; and (vi) result achieved.

4.4 In addition to our fees, disbursements for travel and other expenses may be charged. We normally pay limited expenses on your behalf and charge them in arrear, but we may ask you for an advance to cover expenses or forward the relevant invoice to you for payment.

5. Invoicing

5.1 Unless otherwise agreed, we invoice each month by sending an invoice by e-mail or by post. If you would like us to invoice you via a third-party invoicing system, we must have access to the terms applying to the system before deciding whether we can accept an invoicing procedure of this kind.

5.2 Instead of invoicing you for work performed during the relevant period, we can, by agreement, issue a preliminary invoice on account. Preliminary

invoices indicate reasonable estimate of the amount that is to be paid for our services. In cases when we send preliminary invoices, the final invoice for the engagement or part of the engagement will set out the total amount of our fees and expenses with the fees and expenses payable according to any preliminary invoice deducted.

5.3 Unless otherwise agreed, our invoices become due for settlement 30 days after the invoice date. At estimated credit risk the due date may be less or advance payment requested as stated above. 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. Our invoices are made payable at your registered address unless you, in writing, instruct us otherwise.

5.4 In certain cases, we will request a retainer before we commence work. The retainer will be used to settle future invoices. Our total fee for the engagement may be higher or lower than the retainer.

6. Legal costs and expenses insurance

6.1 Under certain conditions, it may be possible to get parts of the costs for an attorney compensated by a legal expense insurance. The insurance compensation does not usually cover liability for the counterparty's costs. Conditions for the legal expense insurance is usually stated in the insurance terms and conditions.

6.2 Regardless of the wording in the insurance terms and the decision of the insurance company concerned to, completely or partially, compensate for these costs, you are obliged to fully regulate the invoices that Ulfspotter has sent you.

7. Client information and identification procedures

7.1 We are required by law to ascertain our clients' identity and ownership. We may therefore ask you to provide us with information including evidence of your identity and/or the identity of any other person

involved in the matter on your behalf, and, in the case of legal entities, the individuals having ultimate control over them (the beneficial owners). Furthermore, we may also ask for information and documentation showing the origin of funds and other assets. We are also obliged to verify the information provided to us, and for that purpose may obtain information from external sources. We are obliged to retain and store all the information and documentation that we have gathered in connection with the above mentioned checks.

7.2 In addition to what is stated in Clause 7.1, new clients may also be asked for references.

7.3 In some cases we are legally obliged to provide information to the tax authorities about your VAT registration number and the value of the services we have provided to you. By engaging Ulfspotter, you accept that we will provide such information to the tax authorities in accordance with current regulations.

7.4 We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant authority, currently the Swedish Financial Intelligence Unit. We are also prevented by law from informing you of suspicions or that a report has been, or will be, made.

7.5 We cannot be held liable for loss or damage caused to you directly or indirectly by our compliance with our obligations under Clauses 7.1, 7.3 och 7.4.

8. Limitation of liability

8.1 Our liability for loss or damage caused to you due to negligence or breach of contract on our part in performing our work is limited to the sum of 50 million Swedish kronor or, if our fee for the engagement concerned is less than one million Swedish kronor, ten million Swedish kronor. Our responsibility, however, shall not include reduction or loss of production, turnover or profit, absence of anticipated economies or other indirect or consequential loss or damages, regardless if the damage was difficult to predict or not.

8.2 Limitation of our liability to the sum specified in Clause 8.1 also applies to multiple instances of loss or damage if they have been caused by a single act or omission or the same type of act or omission. This applies regardless of when the loss or damage was caused or incurred.

8.3 Our liability to you is limited to the loss or damage you incur. This means that our liability to you will be reduced by any amount which 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 your rights against the insurance provider or third party are thereby prejudiced.

8.4 We are not liable for any loss or damage suffered as a result of the use by you of the result of an engagement or our advice in any other context or for any other purpose than for which it was given. We shall not have any liability for loss suffered by any third party as a consequence by your or any third party's use of our services or advice. We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and consequences of which we could not reasonably have avoided or overcome.

9. Insider list

9.1 If you are subject to an obligation to establish insider listing according to the Market Abuse Regulation (596/2014 / EU) and Ulfspotter through our engagement gives us access to inside information concerning you or your financial instruments, we will, on the condition that we are informed in writing about this, draw up an insider list of those employees of Ulfspotter who have access to insider information.

10. Processing of personal data

10.1 We are a controller of personal data provided and obtained in conjunction with engagements or otherwise registered when preparing or

administering an engagement. All processing of personal data takes place in accordance with current data protection legislation. See "Privacy notice" at www.ulfsdotterlaw.com/privacynotice.

10.2 will in many cases process personal data concerning contact persons of clients which are legal entities. The purpose of such processing is to allow for us to perform the engagement. We ask you to ensure that your contact persons are informed of the processing of personal data by referring them to Ulfsdotters "Privacy notice" at www.ulfsdotterlaw.com/privacynotice.

11. Complaints and claims procedures

11.1 We are committed to ensuring you are satisfied with our services and that we meet your expectations. If, for any reason, you are dissatisfied or have a complaint, you should notify the responsible client manager at Ulfsdotter as soon as you have become aware of the relevant circumstances.

11.2 Any claim relating to any matter on which any entity of Ulfsdotter has advised you should be made to the responsible client manager at Ulfsdotter as soon as you have become aware of the relevant circumstances. No claim may be made more than twelve months after (i) the date the last invoice was issued for the engagement to which the claim refers; or (ii) the date the relevant circumstances were known to you or could have become known to you after reasonable enquiries, whichever is the later.

12. Different language versions

12.1 These terms and conditions have been produced in Swedish and English. The Swedish version applies to clients domiciled in Sweden. The English version applies to all other clients. English terms used in these terms and conditions are to be construed solely on the basis of Swedish legal tradition and laws, not on the basis of any other country's legal tradition or laws.

13. Amendments

13.1 These terms and conditions may be amended by us from time to time. The latest version is always available on our website: www.ulfsdotterlaw.com. Amendments in the general terms and conditions will become effective only in relation to engagements initiated after the amended version was posted on our website. On your request a copy of the latest version of these terms and conditions will be sent to you.

14. Working with other advisers

14.1 Your matter may require assistance from other advisors or consultants. If so requested, we will assist you to identify and instruct such advisors or consultants for a particular matter and/or instruct such advisors or consultants for your account.

14.2 If we instruct, engage and/or work together with other advisers, those advisers will be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them, unless we specifically agree otherwise. This applies whether the adviser has given the advice directly to you or via us.

14.3 We do not accept liability for fees or expenses charged by such advisers, whether paid by us and charged to you as disbursements or whether forwarded to you for payment. Any authority to instruct advisers includes authority to accept a limitation of liability on your behalf.

15. Communication

15.1 We communicate with our clients and other parties involved in an engagement in a variety of ways, including via the internet and e-mail. Although these are effective means of communication, they may involve risks, for example in respect of security.

15.2 We would ask you to note that it occasionally happens that electronic messages do not reach the intended recipient. In the event of you sending important or time-sensitive information through

electronic communication means, you should confirm our receipt of the information via telephone.

16. Intellectual property rights

16.1 Copyright and any other intellectual property rights in all work results that we generate for clients belong to us, although you have the right to use the results for the purposes for which they are provided. Unless it otherwise follows from the purpose or anything else in separately agreed, you may not disseminate the result of our work or employ the result for marketing purposes.

17. Confidentiality

17.1 We will protect the information you disclose to us in an appropriate manner and in accordance with the codes of conduct applying to members of the Swedish Bar Association and the rules on data protection in the relevant jurisdiction where we operate.

17.2 If you permit us to engage or work with other advisers on the engagement, we are entitled to provide them with material and other information that we consider may be relevant so the adviser can advise or perform services for you.

17.3 What is stated in Clause 17.2 also applies to material and other information that we have received as a consequence of the checks and verifications that we have carried out under Clause 6.

17.4 When a specific engagement has become public knowledge, we may disclose our involvement on your behalf in our publicity material and on our website. Our disclosure may only contain information that is already in the public domain. If we have particular reason to believe that you do not wish us to provide information concerning our assistance, we will seek your permission before disclosure is made.

18. Document management

18.1 While an engagement is ongoing we may store

documents and work products which are produced by us or provided by you or a third party digitally in a common system for the team that works for you at Ulfspotter.

18.2 After the completion of a certain engagement, we will keep and store all relevant documents and all relevant work products generated within the framework of the engagement, whether on paper or electronically, for as long as we consider this to be justified. However, under no circumstances for a period shorter than that required under the rules of the Swedish Bar Association.

18.3 Unless otherwise agreed, all original documents will be returned to you when an engagement has ended. If we send valuable documents to you at your request, this will be at your risk. We will keep a copy of those documents for our own records.

19. Governing law and jurisdiction

19.1 These terms and conditions and all issues concerning them or any matter on which we have advised you are governed by and are to be construed in accordance with Swedish substantive law without reference to any rules or principles on conflicts of laws.

19.2 Any dispute, controversy or claim that may arise out of or in connection with these terms and conditions or the breach, termination or invalidity of the terms and conditions, any specific conditions governing the matter or concerning any matter on which we have advised or failed to advise you, will be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration will be Stockholm, Sweden.

19.3 Clients who are consumers may turn to the Swedish Bar Association Consumer Disputes Committee to have fee disputes and other financial claims against us tried.

19.4 Notwithstanding Clause 19.2, we are entitled to commence proceedings for the payment of any sum due to us in any court with jurisdiction over you or any of your assets.