

TIMEDANOWSKY

General terms and conditions for TIME DANOWSKY (2020:3, 1 July 2020)

These general terms and conditions apply to all services provided by TIME DANOWSKY Advokatbyrå AB (below "TIME DANOWSKY", "the law firm" or "we") to our clients. In addition to these general terms and conditions, the regulations of the Swedish Bar Association in force at the time, including the Code of Conduct, and our privacy policy, apply to our services.

1. Applicability

1.1 These general terms and conditions apply to all services provided to you by TIME DANOWSKY.

1.2 Deviations from the general terms and conditions shall, in order to become effective, be agreed upon in writing.

2. Verification of identity and processing of personal data

2.1 We are under a legal obligation to verify the identity and ownership structure of our clients. In certain cases, we are also obligated to verify the origin of funds and other assets. A check is to be made before any work commences for the client. We are also obligated to have administrative routines in order to fulfil the legal requirements. Therefore, we may ask for identification papers in respect of you and any other person who is acting on your behalf and, if you are a legal entity, the individuals who are in ultimate control of you as well as documentation indicating the origin of funds and other assets.

2.2 We are also required by law to report suspicions of money laundering or financing of terrorism to the authorities and to decline or withdraw from engagements where such suspicions exist. At the same time we are not permitted to inform clients and potential clients that suspicions exist or that a report has been made or is being contemplated.

2.3 TIME DANOWSKY is the controller of personal data collected in connection with engagement enquiries and engagements. The manner in which, for what purpose, and during what time we process the personal data is set forth in our privacy policy which is available on our website, www.timedanowsky.se.

3. Giving and accepting assignments

3.1 Engagements may be ordered verbally or in writing, including by e-mail.

3.2 We assume that the contact persons referred to by you are authorized to provide the instructions we receive during the duration of the engagement, even if a written authorization or other documentation that shows his or her authority has not been provided.

3.3 All parts of a dispute, a business transaction or other type of question constitute one engagement. This applies even if the questions involve different legal entities, include several instructions (given at the same time or on different occasions), address several fields of

law, are dealt with by different lawyers within the law firm, and even if separate invoices are issued.

3.4 All engagements are ordered from and performed by TIME DANOWSKY and consequently in no case by an individual person employed at, or contracted by, the law firm. This applies even if there is an explicit or unspoken desire that the engagement is to be performed by one or several specific individuals. Thus, no individual person shall have any liability in relation to you, unless otherwise dictated by mandatory law.

4. Termination of engagement

4.1 You may at any time and without providing any reason terminate the collaboration with us by requesting that we withdraw from the engagement. In that case you only have to pay for the services we have performed and the expenses we have incurred up until our receipt of the request that the engagement is to be terminated.

4.2 Applicable law and the Code of Conduct of the Swedish Bar Association state under which conditions we have the right to or are obliged to decline or withdraw from an engagement. This may be the case in the event of, for example, suspicions of money laundering, inadequate instructions or non-payment. If we choose to or are forced to withdraw from the engagement, you must pay our fees for services provided and expenses incurred prior to the date of termination.

5. Our services

5.1 When performing an engagement, we are obligated to follow the Code of Conduct of the Swedish Bar Association in force at the time.

5.2 For every engagement there is a partner responsible for the engagement. The partner responsible for the engagement has the overall responsibility for our services in the engagement and chooses the lawyers and other staff which he or she deems suitable to handle the engagement or parts of it in an appropriate way.

5.3 When you retain us for an engagement it means, if nothing else has been agreed, that we have the right to take the actions we find suitable in performing the services. However, we will not engage other advisers at your expense without your prior consent.

5.4 Our services and advice are based on Swedish law. Consequently, we do not make any assessments or statements regarding what might apply to a certain question or circumstance according to foreign law. This might be of importance particularly in relation to foreign subsidiary companies. If agreed, we may obtain advice from foreign lawyers or other advisers and administer

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necessary contacts with them in connection with the engagement.

5.5 We do not provide financial, accounting or tax advice or advice regarding the suitability of carrying out a certain transaction or investment.

6. Communication

We generally use telephone and e-mail when we communicate with our clients and others involved in an engagement. Such communication always involves security and confidentiality risks. If you have specific requests regarding the forms of communication in relation to an engagement, we ask you to expressly inform us of this.

7. Fees and expenses

7.1 Our fees are charged as they accrue based on the principles of the Code of Conduct. This means that the fee is determined on the basis of a number of factors, such as time spent working with the engagement, the complexity and value of the engagement, the skill and experience that the engagement has demanded, possible risks for TIME DANOWSKY, time constraints and achieved results. Normally, time spent is the most important factor when deciding the fee. Our hourly fees are typically adjusted as of 1 January each year.

7.2 If it is deemed possible, we may upon request provide an estimate of our fees for a certain engagement. Such estimates are always based on the information available to us at the time of the estimate and are not fixed quotes.

7.3 Agreements on fixed price or price models other than those described in clauses 7.1 and 7.2 require a separate agreement.

7.4 In addition to fees, we will bill you for expenses and disbursements, e.g. for travelling, accommodation, couriers, authority and database charges as well as other reasonable expenditures arising from our performance of the engagement. Additional expenses may be incurred if we at your request engage other advisers, for example foreign lawyers, experts or other external consultants. We generally ask such other advisers to invoice you directly for their fees and possible expenses and disbursements.

7.5 We generally request a retainer from new clients. We may also in other cases request advance payment of fees and expenses. Normally, no work commences before the agreed advance has been paid to us. The amount paid in advance is used to settle future invoices and the total invoiced amount may be higher than the amount of the advance.

7.6 When we provide information on fees, expenses or disbursements, the amounts are stated exclusive of value added tax unless otherwise indicated. Accordingly, value added tax will be added when relevant.

8. Invoicing and payment

8.1 Our normal practice is to invoice on a monthly basis for work carried out during the preceding month. Major disbursements, for example fees for foreign lawyers, may be invoiced separately. On the invoice we will indicate which engagement/engagements the invoiced amount refers to with a statement of time spent.

8.2 All invoicing is normally in Swedish krona (SEK). Payment should, unless otherwise agreed, be made within 15 days from the invoice date. Any objections regarding the invoice should be made as soon as possible.

8.3 In the event of late or non-payment, interest on the balance owed will be charged according to the Swedish Interest Act (*räntelagen*) from the due date until receipt of payment. In the event of late or non-payment, we also reserve the right to cease working on the engagement.

9. Confidentiality and disclosure

9.1 As members of the Swedish Bar Association we are subject to confidentiality stipulated by law and the Bar Association's rules. We will not disclose non-public information to third parties unless required in order to perform the engagement, or if you have agreed to it in advance. We are however, regardless of confidentiality obligations, required by law to disclose information in certain situations, such as in connection with the investigation of certain crimes.

9.2 Unless you have informed us otherwise, we have, when an engagement has been completed or has become publicly known, the right to inform about our participation in the engagement on our website, to clients or in media relevant to the industry. In addition to the information about our participation, such information may only contain information regarding the engagement that is already in the public domain or which you have otherwise agreed that we release.

9.3 If we engage or collaborate with other advisers or professionals in connection with an engagement, we are, unless you have informed us otherwise, entitled to disclose to them such materials and such information that we consider relevant in order for the adviser or professional to be able to provide advice or services to you. We always have the right to disclose, to advisers and professionals, materials and information that we have obtained as a result of the checks and verifications we have carried out pursuant to clause 2.

10. Intellectual property rights

Provided that you have paid our fees and expenses, we grant you an eternal, non-exclusive right to use work products produced by us protected by copyright and other intellectual property rights. Unless expressly agreed upon in the specific case, no document or other work product which has been generated by us may be generally circulated or used by you for marketing purposes. Further, you may not use the work product for other purposes than those for which it was produced.

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11. Liability and limitations

11.1 Our liability for loss, whether caused by fault, negligence or breach of agreement on our part, is limited to twenty-five (25) million SEK. If our fee for the engagement is less than 500,000 SEK, our liability shall be limited to the higher amount of three (3) million SEK and the insurance protection of the Swedish Bar Association's compulsory professional indemnity insurance. The limitation of our liability does not apply in cases of gross negligence on our part.

11.2 We are in no case liable for any other adviser or third party who has been engaged in connection with the engagement. This applies irrespective of whether we engaged them or if you contracted them directly, and regardless of whether they report to us or to you.

11.3 The work product emanating from an engagement as well as our advice is produced only for you and for the stated purposes. Therefore, we do not accept any liability if used for other purposes, and we do not accept any liability in relation to any third party that takes advantage of, relies on or uses the services and/or the delivered result.

11.4 If we terminate the performance of an engagement or our relation to you due to circumstances attributable to you, or on account of our obligations under law or the Code of Conduct, we are not liable for the loss that may arise in connection therewith.

11.5 No party other than TIME DANOWSKY may be held responsible for services performed under these general terms and conditions. Notwithstanding the above, the limitations of liability according to these general terms and conditions also apply to the benefit of individual partners and other employees of, and persons and entities contracted by, the law firm.

12. Complaints and claims

12.1 If you are dissatisfied with our services and want to make a complaint, it should be made to the partner responsible for the engagement. You may also always contact the client responsible partner if that is another person.

12.2 Claims shall be made to us as soon as you have become aware of the circumstances that form the basis of the claim. In no case may claims be made later than twelve months after the later of (i) the date of our last invoice for the engagement to which the claim is attributable and (ii) the date when the circumstances that form the basis of the claim became known to you or ought to have become known, if you had performed reasonable investigations.

12.3 In addition to the Swedish Bar Association's compulsory professional indemnity insurance, we have insurance that is relevant to our business.

13. Document retention

13.1 Unless otherwise agreed upon, any original documents such as agreements or company documents

will be sent to you at the conclusion or termination in another way of an engagement. We do, however, keep a copy of the documents for our records.

13.2 When an engagement has been concluded or otherwise terminated, we will retain (with us or a third party) essentially all documents and work products generated in connection with the engagement. Retention may be done on paper or electronically. The material is stored for as long as we deem adequate for that particular type of engagement and having regard to legal restrictions, however under no circumstances for a period of time shorter than that required by law or the Code of Conduct.

14. Amendments etc.

14.1 These general terms and conditions may be amended by us from time to time. The current version is always available on our website, www.timedanowsky.se. Amendments to the general terms and conditions will become effective only in relation to engagements initiated after the amended version was published on our website.

14.2 If you have been provided with a separate confirmation of engagement in connection with the acceptance of an engagement, the terms and conditions set out in the confirmation have priority over these general terms and conditions if and to the extent the terms and conditions in the two documents are inconsistent.

15. Governing law and dispute resolution

15.1 These general terms and conditions and our engagements are governed by Swedish substantive law.

15.2 Any dispute in connection with these general terms and conditions, the confirmation of engagement (if applicable), our engagement or our services to you 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.

15.3 Regardless of what is stated in clause 15.2, we have the right to commence proceedings before an ordinary court of law regarding overdue payments, and to carry out other debt collection measures, such as filing an application with the Swedish Enforcement Agency (*Kronofogdemyndigheten*). Debt collection measures according to this clause cannot be taken without your relation to TIME DANOWSKY being made public. We may also need to disclose information regarding the engagement and the work we have performed.