

Terms and conditions Bergenstråhle & Partners (2024:01)

These terms and conditions apply to all services provided by Bergenstråhle & Partners AB, ("Bergenstråhle", "us" or "we") to its clients (in this document "client" or "you"). By entering into a co-operation with Bergenstråhle as a client, you are considered to have agreed to these terms and conditions.

1. TEAMS AND SERVICES

1.1 We work in and through teams of consultants to offer you the expertise and resources required for each individual assignment. At the beginning of an assignment, we normally agree on the scope of our assignment and which consultants will be involved. The scope or execution of the assignment may need to change during the course of the project.

1.2 Prior to the start of a new client relationship, Bergenstråhle performs a financial assessment of your company and undertakes a clearance to ensure that no conflicts of interest exist with other clients.

1.3 To develop the relationship, and for our understanding of your business needs, a client responsible will be appointed for our collaboration. The client responsible has the overall responsibility for the performance of our assignments and our general collaboration with you.

1.4 The contract to carry out the assignment is always a contract between your company and Bergenstråhle. Our consultants have no personal responsibility towards our clients.

2. FEES AND PRICING

2.1 Upon request, at the beginning of an assignment, we will provide you with an estimate of our fees and, depending on the nature of the assignment, we may also agree on a budget or other fee arrangements. All fees are stated excluded VAT, which will be charged at the statutory rate for the relevant jurisdiction.

2.2 Unless otherwise agreed, our fees of assignment are determined on the basis of a number of factors such as (i) time spent, (ii) skill and experience required for the assignment, (iii) the value of the assignment for your business, (iv) possible risks for Bergenstråhle or in the execution of the assignment, (v) time constraints and (vi) result achieved.

2.3 In addition to our fees, third party expenses, public authority fees, travel and other expenses may be charged to you. Normally, we pay limited expenses on your behalf, but we may ask for advances for expenses, e.g. for larger amounts, based on arrangements with third parties, or to ensure the professional performance of the assignment.

2.4 All work performed by Bergenstråhle's employees that can be attributed to a specific assignment is chargeable to you. The work may include e.g. telephone calls, official correspondence, reminders, e-mails, internal planning, preparation for a meeting, updating of files or receipt and management of correspondence from you. This also applies to the coordination of the assignment and our commitments with you, subcontractors in the assignment and with public authorities.

2.5 Our prices are revised once a year, but may be revised at other times if necessary.

2.6 We regularly use different systems and software for the performance of our assignments. The pricing of our assignments to you may therefore be affected by price increases from our suppliers.

3. REPORTING OF VAT REGISTRATION NUMBER

3.1 We are obliged by law to in some assignments provide information to the tax authorities regarding your VAT registration number and the value of the services we have provided to you. By working with Bergenstråhle, you are considered to have consented us providing such information to the tax authorities in accordance with current regulations.

4. INVOICING

4.1 In order to keep you informed of the fees incurred, we invoice monthly by sending an invoice via e-mail. This is done even if the assignment is not completed, known as partial invoicing.

4.2 If you would like us to invoice you through a third-party invoicing system, we must have access

to the terms of the system to decide whether we can accept such a solution. This may result in additional work on our part for which we reserve the right to invoice you.

4.3 In cases where we have invoiced you in advance, this will be settled on a final invoice. The total amount of our fee for the assignment may be higher or lower than the advance.

4.4 Unless otherwise agreed, our invoices fall due 20 days after the invoice date.

4.5 Invoices for work performed will be addressed to you, as our client. Each invoice specifies the due date. Upon late payment, we reserve the right to charge an interest rate of 16%.

5. NEW PARTNERSHIPS

5.1 New clients may be asked for references.

5.2 We always do financial assessment for new clients to agree on payment terms before starting an assignment.

5.3 For the performance of an assignment, we may need to request information about the legal entity providing the assignment and the ownership of the rights involved in the assignment.

6. ADVICE AND EXECUTION

6.1 Our services are adapted to the circumstances of the individual assignment, the facts presented to us and the instructions provided to us. Our services are assignment-specific and will always be acted on as such.

6.2 We can only advise on the legal situation in the jurisdictions in which we operate or hold authorization. Based on our general experience in other jurisdictions, we can express opinions on legal issues in these jurisdictions. This is done only to share our experience and what we express in these assignments does not constitute advice. In specific assignments relating to other jurisdictions, we co-operate with and seek such advice from our partners.

6.3 Our advice and execution should always be professional, but we can never guarantee a specific outcome.

7. CONFLICT OF INTEREST

7.1 We may be prevented from undertaking or completing an assignment if a conflict of interest or other circumstance emerges. For such situations, we follow the Swedish Patent Office's (SEPAF) guidelines. For more information, we refer to: sepaf.se

8. CONFIDENTIALITY

8.1 We shall keep information obtained from you confidential in the manner required by good professional practice.

8.2 When the assignment involves work with the aid of or in collaboration with third parties, we have the right to disclose information to the third party that we consider relevant for the completion of the assignment.

8.3 If we withdraw from an assignment, we have the right to notify our successor of the reason for the withdrawal and to provide the information necessary to complete the assignment.

8.4 When a specific assignment has become commonly known, we may use such public information in our marketing material and on our website. Such information will only contain information that has already come to public knowledge.

9. DECISIONMAKING IN THE ABSENCE OF INSTRUCTIONS FROM CLIENT

9.1 As our client, we require you to monitor the deadlines, of which you have been informed.

9.2 In order to guarantee that each individual assignment is handled in accordance with the legal requirements, Bergenstråhle requires receipt of your instructions well in advance of the expiry of our deadline.

9.3 In the absence of instructions from you, Bergenstråhle as your representative, will take the necessary actions to ensure that your business is not harmed or that your intellectual property rights are invalidated. In assignments where you have not provided instructions, despite our request, you are required to compensate Bergenstråhle for work that was necessary to prevent such work.

9.4 In assignments where, despite our request, you have failed to provide us with clear instructions, and have not completed your financial obligations towards Bergenstråhle, Bergenstråhle reserves the right to take necessary actions that

could result in the invalidation of an intellectual property right.

10. COOPERATION WITH OTHER ADVISORS

10.1 We have an extensive network of partners that we collaborate with in Sweden and internationally to perform our assignments. We can also assist you in finding and instructing other advisors on specific issues.

10.2 If we instruct, engage and/or work together with other advisors or service providers, they shall in principle be considered independent of us.

- When using services providers where Bergensträhle retains the service and invoices for the service provider, we are responsible for such fees and services on equal terms to our own work.
- In the case of advisers referred to us by you or recommended by us, but who invoice you directly, we are not responsible for fees or services rendered.

10.3 When instructing other advisors, we may, at your request, request fee quotes and/or agree on the fees with them. Although we can assist you in discussions with other advisors, we take no responsibility for such quotes and/or agreements.

11. DATA PROTECTION

11.1 As a client, you hereby agree with and approve that your name, address, telephone number, fax number, e-mail and other relevant personal data will be collected, processed and stored by us through electronic data processing, on electronic or other media, online or manually in accordance with the provisions of the Personal Data Legislation and Bergensträhle & Partners personal data policy.

11.2 The purpose of storing and processing the above-mentioned personal data, is to be able to secure and execute the rights and obligations according to the assignment in which you have requested for, as well as to be able to carry out other processing necessary to protect your interests.

12. INSIDER LISTING

12.1 If you are an issuer of securities that is by law under a duty to draw up an so-called insider list pursuant to Article 18 of the EU Market Abuse

Regulation (596/2014/EU) and if we, through our assignment, have access to insider information regarding your business, we will, provided that we are notified as below, establish an insider list of Bergensträhle employees who have access to such insider information. By engaging Bergensträhle, you agree to notify us immediately, in all applicable matters, if you determine that certain information we have access to constitute inside information.

12.2 Unless otherwise agreed, we will not, in situations other than those specified in 12.1, keep a list of the employees of Bergensträhle who have access to certain information about an assignment for you.

12.3 Our list will not contain information about persons with access to inside information other than those employed by Bergensträhle.

13. IT SERVICES AND SECURITY

13.1 Bergensträhle does not exercise any control over the information that passes through our systems when using ordered IT services.

13.2 We communicate with you and other parties involved in an assignment in a variety of ways, such as via the internet and email. These are effective means of communication but may involve risks for which we do not take any responsibility. If necessary, we can agree with you to use specific encryption solutions.

13.3 Our spam and virus filters, as well as other security arrangements, can sometimes reject or filter out legitimate e-mails. You should therefore follow up important e-mails by phone.

13.4 Bergensträhle is not liable for interruptions or disruptions in third-party services or for damage or loss in the event of interruptions, incorrect or non-delivery of data, transmission of computer viruses or other similar incidents.

14. DOMAIN MANAGEMENT SERVICES

14.1 In assignments where you attain domain name management from us, we use InternetX or NameSRS as a provider and registrar. In these assignments, we follow and refer to the general terms and conditions of our subcontractor. These can be found here www.internetx.com/en/terms-and-conditions/ as well as <https://namesrs.com/sv/>

14.2. For these assignments, you understand that improper handling of DNS records may lead to immediate interruption of all services linked to the domain names concerned, which in turn may lead to damage and/or loss. You further agree that Bergenstråhle is not responsible for any direct or indirect damage and/or loss arising from your use and/or transmission of incorrect DNS information to Bergenstråhle.

14.3 For domain management services, we invoice renewals and management of your domains one year in advance.

14.4 Cancellation of individual services within domain management must be made no later than November the year before the renewal takes place.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Copyright and other intellectual property rights to the internal processes and working methods, tools or software we use in our assignments belong to us. Unless otherwise agreed, any document or other work product generated by us may not be publicly distributed or used for marketing purposes.

15.2 All assignment material prepared or held by us regarding the assignment constitute our property.

16. DOCUMENT MANAGEMENT

16.1 While an assignment is ongoing, we may store documents and work results that we, you or a third party have produced, electronically in a firm wide system to facilitate access to the necessary information for the team working for you.

16.2 Upon completion of an assignment, we will keep and/or store all relevant documents and all relevant work results generated in the assignment, and which are required to carry out our representation responsibilities in our systems.

16.3 If we send valuable documents at your request, it will be at your risk. We will maintain copies of such documents in our archive.

17. TERMINATION OF CO-OPERATION

17.1 Bergenstråhle reserves the right to withdraw the assignment if it is changed substantially beyond the originally agreed scope. This also applies

to situations, where you have not upheld your financial obligations to us.

17.2 Bergenstråhle also has the right to withdraw the assignment if you request that we should act in a way that in our opinion is not compatible with good professional conduct and practice. In this situation, we are then no longer obliged to forward messages in the assignment, study instructions or other correspondence or respond to them. The same applies if you have given instructions for an assignment to be closed or deleted from our register.

17.3 In the case of termination of an assignment, at your or our request, we are entitled to invoice you for our work and the costs incurred.

18. PROCEDURE FOR COMPLAINTS AND CLAIMS AGAINST US

18.1 We are committed to ensuring that 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 or project responsible as soon as possible. At your request, we will investigate your complaint and try to answer any questions you may have.

18.2 Claims related to the performance of our services should be made available to us as soon as you become aware of the circumstances on which the claim is based. Claims may not be made later than twelve months after (i) the date the last invoice was issued for the assignment to which the claim relates and (ii) the date the relevant circumstances were known to you or, after appropriate investigation, could have become known to you.

18.3 If your claim against us is based on a third party's or public authority's claim against you, we have the right to meet, regulate and settle the claim on your behalf, provided we indemnify you. If you settle, compromise or otherwise take any action regarding such a claim without our consent, we will have no liability for the claim.

18.4 If we or our insurers pay compensation to you in respect of your claim, you shall, as a condition of payment, transfer to us or our insurers the right of recourse against third parties by way of assignment or subrogation.

19. LIMITATION OF LIABILITY

19.1 Regarding our limitation of liability, Bergenstråhle follows SEPAF's General Terms and Conditions.

SEPAF's Terms and Conditions, Bergenstråhle's General Terms and Conditions apply.

20. AMENDMENTS

20.1 These terms may be changed by us from time to time. The latest version is always available on our website, bergenstrahle.se. Amendments to the terms and conditions will become effective only in relation to assignments begun after the amended version is posted on our website. A copy of the latest version of these terms will be sent to you upon request.

21. DIFFERENT LANGUAGE VERSIONS

21.1 These terms have been developed in Swedish and English. For clients domiciled in Sweden, the Swedish version applies. The English version applies to all other clients. English terms used in these terms and conditions are to be construed solely on basis of Swedish legal tradition and laws.

22. GOVERNING LAW AND JURISDICTION

22.1 These terms and conditions and all issues relating to them on which we have advised you are governed by and are to be construed in accordance with Swedish law.

22.2 Disputes, disagreements or claims arising from or related to these terms and conditions or violations thereof, termination or invalidation of the terms, any special conditions of the assignment or of any matter relating to our assignment(s) for you, will finally be settled by arbitration in accordance with the Rules of Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration will be Stockholm, Sweden.

22.3 Notwithstanding Clause 22.2, we are entitled to commence proceedings for the payment of any sum due to us in any court with jurisdiction over your or your assets.

23. OTHER CONDITIONS

23.1 In applicable parts, Bergenstråhle uses SEPAF's General Terms and Conditions: sepaf.se

23.2 In case of incompatibility between Bergenstråhle's General Terms and Conditions and