

# General Terms and Conditions (2026:01)

These terms and conditions apply to all services provided by Bergenstråhle & Partners AB ("Bergenstråhle" or "we") to its clients (in this document "client", "you" or "your"). By entering into a collaboration with Bergenstråhle as a client, you shall be deemed to have accepted these general terms and conditions.

## 1. OUR SERVICES

1.1 We work in teams in order to provide you with the expertise and resources required for each individual assignment. At the beginning of an assignment, we will normally agree on the scope of our engagement and which consultants are to work on the assignment. The scope or execution of the assignment may change during the course of the assignment.

1.2 Prior to the commencement of a new client relationship, Bergenstråhle always performs a credit check of your business and a review of our ability to undertake the assignment in order to ensure that no conflicts of interest with other assignments exist.

1.3 In order to develop the business relationship and our understanding of your business operations, we will appoint a client relationship manager for the collaboration. The client relationship manager has the overall responsibility for our deliveries to you.

1.4 The engagement is an agreement between you and Bergenstråhle. Our individual employees shall have no personal liability towards you.

## 2. FEES AND PRICING

2.1 Upon request, we will at the beginning of an assignment provide you with an estimate of our fees for the performance of the assignment. Depending on the nature of the assignment, we may also agree on a budget or another fee arrangement. All fees are stated exclusive of value added tax, which shall be charged in accordance with applicable laws and regulations.

2.2 Unless otherwise agreed, our fees for assignments shall be determined on the basis of a number of factors such as (i) time spent, (ii) the skill and experience required by the assignment, (iii) the values to which the assignment relates, (iv) any risks for Bergenstråhle or in the performance of the assignment, (v) the urgent nature of the assignment, and (vi) the results achieved. The assessment of the fee shall be based on an overall balancing of the above factors.

2.3 In addition to our fees, disbursements for third parties, official fees, travel and other expenses will normally be charged to you. As a rule, we pay limited disbursements on your behalf and invoice them subsequently, but we may request advance payment for disbursements in cases such as larger amounts, your risk profile, arrangements with third parties, or in order to ensure the professional performance of the assignment.

2.4 All work performed by our consultants that can be attributed to a specific assignment is chargeable to you. Such work may include, for example, telephone calls, official correspondence,

reminders, email, internal planning, preparation for meetings, case file updates or receipt of correspondence from you. This also applies to coordination of the assignment and our undertakings with you, subcontractors engaged in the assignment and with public authorities.

2.5 Our prices are revised once a year. In exceptional cases, they may be revised more frequently if necessary.

2.6 In the performance of our assignments, we regularly use various systems and software. In such cases, our fees depend on the pricing of our suppliers. Our pricing of our assignments to you may therefore be affected by price increases from our suppliers.

### **3. REPORTING OF VAT REGISTRATION NUMBER**

3.1 In certain cases, we are required by law to provide information to the tax authorities regarding your VAT registration number and the value of the services that we have delivered to you. By engaging Bergenstråhle, you shall be deemed to have consented to our providing such information to the relevant tax authorities in accordance with the applicable rules.

### **4. INVOICING**

4.1 In order to keep you informed of the fees incurred, we invoice monthly by sending an invoice by email. This also applies where the assignment has not been completed, i.e. partial invoicing.

4.2 If you require us to invoice you via a third party's invoicing system, you must provide us with access to the terms and conditions of the system in order for us to assess whether we can accept such an invoicing solution. This may entail additional work on our part, for which we reserve the right to invoice you.

4.3 Where we have invoiced you an advance payment, this shall be settled against future invoices. The total amount of our fee for the assignment may be higher or lower than the amount of the advance payment.

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

4.5 Any objections to an invoice must be made within 10 days from the invoice date. If no objection is made within this period, the invoice shall be deemed approved. The undisputed portion of an invoice shall be paid in accordance with the stated due date.

4.6 Our invoices for work performed are addressed to you in your capacity as client. Each invoice states the due date. In the event of late payment, we reserve the right to charge default interest at 16%.

4.7 Bergenstråhle shall be entitled, after written notice to the client, to interrupt or postpone the performance of the assignment until full payment has been made, if the client fails to pay on time.

## 5. COMMENCEMENT OF NEW COLLABORATIONS

5.1 New clients may be asked to provide references prior to the commencement of a collaboration.

5.2 We always perform a credit check of new clients in order to agree on payment terms before commencing an assignment.

5.3 For the performance of an assignment, we may need to request information about the legal entity providing us with the assignment as well as about the ownership structure of the rights to which the assignment relates.

## 6. ADVICE AND PERFORMANCE

6.1 Our advice is adapted to the circumstances of the individual assignment, the facts presented to us and the instructions you provide to us. Our advice is specific to the assignment and should always be treated as such.

6.2 Bergenstråhle's engagement comprises advice and support based on the conditions applicable to the individual assignment. Bergenstråhle is not responsible for the implementation of measures, business decisions or results arising from the client's decisions or business operations.

6.3 Bergenstråhle is not responsible for consequences arising as a result of the client having provided incomplete, incorrect or delayed information, or having failed to provide relevant instructions.

6.4 We may only provide advice on the legal position in the jurisdictions within which we operate or hold authorisation. Based on our general experience, we may express views on legal issues in other jurisdictions. We do so solely in order to share our experience, and what we express in such cases does not constitute advice. In specific assignments concerning other jurisdictions, we cooperate with and obtain such advice from our collaboration partners.

6.5 Our advice and our performance shall always be professional, but we can never guarantee a particular outcome.

6.6 The client shall (i) provide accurate and complete information, (ii) without unreasonable delay provide necessary instructions and decisions, and (iii) otherwise cooperate so that the assignment may be carried out efficiently.

6.7 Bergenstråhle's advice and work product may only be used by the client for the purpose and within the business for which they were provided, unless otherwise specifically agreed.

## 7. CONFLICT OF INTEREST

7.1 We may be prevented from undertaking or completing an assignment if there is a conflict of interest or other circumstance. In such situations, we follow the rules of the Swedish Patent Attorneys Association (SEPAF). For further information, please refer to: [www.sepaf.se](http://www.sepaf.se).

## 8. CONFIDENTIALITY

8.1 We are subject to a duty of confidentiality in respect of the information that you as our client provide to us in the assignment, and we shall keep information received from you confidential in the manner required by good professional practice. Our confidentiality obligation is protected by law.

8.2 Where third parties are engaged, or cooperation with third parties takes place, in connection with the assignment, we shall be entitled to disclose to such third party information that we consider relevant for the performance of the assignment.

8.3 If we withdraw from an assignment, we shall be entitled to inform our successor of the reason for the withdrawal and to provide the information necessary for the completion of the assignment.

8.4 Once a specific assignment has become publicly known, we may refer to this in our marketing materials and on our website. Such information shall only contain details that have already become publicly known.

8.5 Bergenstråhle shall be entitled to use and benefit from general knowledge, experience and expertise developed in connection with the assignment, provided that such use does not entail disclosure of confidential information.

## 9. DECISIONS WITHOUT INSTRUCTIONS FROM THE CLIENT

9.1 As client, you shall monitor the deadlines of which you have been informed.

9.2 In order to ensure a legally secure handling of each individual assignment, Bergenstråhle must receive instructions from you in good time before expiry of the deadline stated by us.

9.3 In the absence of clear instructions from you, Bergenstråhle will make the decisions necessary on its own initiative to ensure that you do not suffer a loss of rights. In assignments where you have not provided clear instructions despite our request, you shall compensate Bergenstråhle for work that has been necessary to prevent a loss of rights.

9.4 In assignments where you have failed, despite our request, to provide clear instructions to Bergenstråhle, and you have also failed to fulfil your financial obligations to Bergenstråhle, Bergenstråhle reserves the right to make the necessary decisions on its own initiative even if you may suffer a loss of rights or incur additional costs.

## 10. COOPERATION WITH OTHER ADVISERS

10.1 We have an extensive network of collaboration partners in Sweden and abroad which we use in order to perform our assignments for you. We are also pleased to assist you in finding and instructing other advisers on specific matters.

10.2 If we instruct, engage and/or work together with other advisers, such advisers shall in principle be deemed to be independent of us.

10.3 With regard to collaboration partners whom Bergenstråhle engages and for whom Bergenstråhle invoices, we are responsible for such fees and work as for our own work.

10.4 With regard to advisers who are referred to us by you or recommended by us, but who invoice you directly, we are not responsible for such fees or work.

10.5 When we instruct other advisers, we may, at your request, obtain fee quotations from them and/or agree fees with them. Even though we may assist you in discussions with other advisers, we assume no responsibility for such quotations and/or agreements.

## 11. PERSONAL DATA PROCESSING

11.1 As our client, you hereby acknowledge and agree that your name, address, telephone number, e-mail address and other relevant personal data are collected, processed and stored by us by means of electronic data processing, on electronic or other media, online or manually, in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR"), and Bergenstråhle & Partners' privacy policy, available at <https://bergenstrahle.se/privacy-policy>.

## 12. INSIDER LIST

12.1 If you are an issuer required to draw up an insider list pursuant to Article 18 of the EU Market Abuse Regulation (596/2014/EU), and if, through our assignment, we gain access to inside information, we will, provided that you notify us of such circumstance, draw up an insider list of those Bergenstråhle employees who have access to such inside information. By engaging Bergenstråhle, you shall be deemed to have consented to, where applicable, immediately notifying us as soon as you assess that certain information to which we have access constitutes inside information.

12.2 Unless otherwise agreed, we will not, in situations other than those set out in 12.1, maintain a list of those Bergenstråhle employees who have access to information regarding an assignment for you.

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

## 13. IT SERVICES AND SECURITY

13.1 Bergenstråhle 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 several different ways, such as via the internet and email. These are effective means of communication which may, however, involve risks for which we accept no responsibility. If necessary, we may agree together with you to use specific encryption solutions.

13.3 Our spam and virus filters, as well as other security arrangements, may sometimes reject or filter out legitimate email. You should therefore follow up important emails by telephone.

13.4 Bergenstråhle is not responsible for interruptions or disruptions in third-party services or for damage or loss in the event of interruptions, incorrect or failed deliveries of data, transmission of computer viruses or other similar incidents.

## 14. IP PARTNER DIGITAL

14.1 The use of Bergenstråhle's digital platform IP Partner Digital is governed by separate terms of use which are provided in connection with your being granted access to the platform.

To the extent that specific terms for IP Partner Digital contain provisions that deviate from these general terms and conditions of engagement, the specific terms shall prevail.

In all other respects, these general terms and conditions of engagement shall also apply to the use of IP Partner Digital.

## 15. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE AND AGENTIC SYSTEMS

15.1 Bergenstråhle may, in certain parts of the performance of the assignment, use generative AI tools or automated and agentic systems as support in the performance of our work. If you wish to object to this, it is your duty to inform us thereof. We undertake always to use such tools responsibly.

## 16. DOMAIN MANAGEMENT SERVICES

16.1 In cases where you purchase domain name management from us, we use NameSRS as provider and registrar. In such cases, we follow and refer to the subcontractor's general terms and conditions. These are available at [www.namesrs.com/sv/](http://www.namesrs.com/sv/).

16.2 For these assignments, you acknowledge that incorrect handling of DNS records may result in immediate interruptions to all services linked to the relevant domain names, which may in turn result in damage and/or loss. You further acknowledge that Bergenstråhle shall not be liable for any direct or indirect damage and/or loss arising as a result of your use of and/or provision of incorrect DNS data to Bergenstråhle.

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

16.4 Termination of individual services within domain management must take place no later than November of the year preceding the renewal.

## 17. INTELLECTUAL PROPERTY RIGHTS

17.1 Copyright and other intellectual property rights in the internal processes and working methods, tools or software that we use in our assignments belong to us. Unless otherwise agreed, no document or other work product generated by us may be made available to the public or used for marketing purposes.

17.2 All case file material prepared or held by us in relation to the assignment constitutes our property.

## 18. HANDLING OF DOCUMENTS

18.1 During the time an assignment is ongoing, we may store documents and work product prepared by us, by you or by third parties electronically in a firm-wide system in order to facilitate access to necessary information for the team working for you.

18.2 Once an assignment has been completed, we will preserve and/or store all relevant documents and all relevant work product generated in the assignment and required for the performance of our duties as representative in our systems.

18.3 If, at your request, we send instruments of value, this shall be at your risk. We will retain copies of such documents in our archive.

18.4 The provisions of this clause also apply to the handling of documents within Bergenstråhle's systems, including IP Partner Digital, unless otherwise specifically stated in the terms for IP Partner Digital.

18.5 Bergenstråhle shall be entitled to preserve documents and work product for the period required by law, good professional practice or internal routines. Thereafter, Bergenstråhle shall be entitled to delete or anonymise such material, unless otherwise specifically agreed.

## 19. TERMINATION OF COLLABORATION

19.1 Bergenstråhle shall be entitled to withdraw from the assignment if it has been materially changed beyond the original agreement. The same shall apply if you do not fulfil your financial obligations towards us.

19.2 Bergenstråhle shall also be entitled to withdraw from the assignment if you make a request implying that we should act in a manner which, in our opinion, is not consistent with good professional practice. In such case, we shall no longer be obliged to forward communications in the assignment, review instructions or other correspondence, or respond thereto. The same applies if you have instructed that an assignment shall be terminated or removed from our records.

19.3 Upon withdrawal from an assignment, whether at your request or ours, we shall be entitled to invoice you for the costs thereby incurred.

## 20. PROCEDURE FOR COMPLAINTS AND CLAIMS AGAINST US

20.1 We want to ensure that you are satisfied with our services and that they meet your expectations. If, for any reason, you are dissatisfied or have complaints, you shall notify the employee responsible for the client relationship or the assignment as soon as possible. At your request, we will investigate your complaint and seek to answer any questions you may have.

20.2 Claims relating to advice shall be made against us within sixty (60) days from the date on which you became aware of the circumstances on which the claim is based. Claims may not be made later than twelve months after the later of (i) the date on which the last invoice was issued in respect of

the matter to which the claim relates, and (ii) the date on which the relevant circumstances were known to you or, upon reasonable investigation, could have become known to you.

Claims shall be made in writing and shall specify (i) the assignment to which the claim relates, (ii) the circumstances on which the claim is based, and (iii) the amount claimed or an estimate thereof.

20.3 If your claim against us is based on a third party's claim or a claim by an authority against you, we shall be entitled to meet, settle and compromise the claim on your behalf, provided that we keep you indemnified. If you settle, compromise or otherwise take any action with respect to such claim without our consent, we shall assume no liability for the claim.

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

## 21. LIMITATION OF LIABILITY

21.1 Bergenstråhle shall be liable for damage arising as a result of error or negligence in the performance of the assignment only to the extent set out in this clause.

21.2 Bergenstråhle's total liability for damage arising in connection with an assignment shall be limited to the lower of (i) five (5) million Swedish kronor and (ii) an amount corresponding to three (3) times the fee invoiced for the assignment to which the damage relates, unless otherwise specifically agreed.

21.3 The limitations of liability in this clause shall not apply to the extent the damage has been caused intentionally or by gross negligence on the part of Bergenstråhle.

21.4 Bergenstråhle's advice is based on the information provided by the client and on the circumstances and conditions existing at the time the assignment is performed. Bergenstråhle shall not be liable for deficiencies in the advice that are due to incomplete, incorrect or delayed information from the client or a third party.

21.5 In assignments involving advice relating to, or valuation of, assets, companies or rights, such analyses and valuations are based on available information, assumptions and market conditions at the time the assignment is performed.

Bergenstråhle's advice and valuations do not constitute guarantees of actual or future value development, transaction outcomes or market price.

The advice is intended to serve as a basis as one part of the client's decision-making process. The client remains independently responsible for all business decisions and for assessing the accuracy, completeness and appropriateness of the advice received, including, where necessary, obtaining additional advice from other advisers.

21.6 Bergenstråhle's advice, analyses and valuations have been prepared exclusively for the client and for the specific purpose agreed. The material may not, without Bergenstråhle's prior written consent, in whole or in part:

(i) be relied upon by,

(ii) be distributed to, or

(iii) be used by,

any third party or for any other purpose.

If you intend to use the material in relation to a third party, this must be specifically agreed with Bergenstråhle in advance. Bergenstråhle shall then be entitled to adapt the delivery, including by introducing specific terms, limitations of liability and fee levels.

You undertake to ensure that any third party given access to the material is informed of and accepts the limitations set out in these terms, including that the material may not form the basis of independent reliance without Bergenstråhle's express consent.

If, in breach of these terms or without the necessary approval, you make the material available to a third party or enable a third party to rely on the material, you shall indemnify and hold Bergenstråhle harmless from and against all claims, losses, costs and expenses (including reasonable advisory costs) arising as a result thereof.

Under no circumstances shall Bergenstråhle be liable to any third party for advice, analyses or valuations, irrespective of whether such advice, analyses or valuations have come into the hands of that third party or are relied upon by that third party.

21.7 Bergenstråhle shall not be liable for damage caused by third parties, including other advisers, suppliers or collaboration partners engaged by Bergenstråhle, who act independently and not under Bergenstråhle's direct management or control.

21.8 Bergenstråhle shall not be liable for damage arising as a result of circumstances beyond Bergenstråhle's control that Bergenstråhle could not reasonably have foreseen at the time the assignment was accepted and whose consequences Bergenstråhle could not reasonably have avoided or overcome, including but not limited to decisions by public authorities, labour conflicts that Bergenstråhle could not reasonably have prevented, war, acts of terrorism, pandemic, natural disaster, cyberattacks, interruptions in IT systems, digital platforms (including IP Partner Digital), communication networks or third-party services beyond Bergenstråhle's reasonable control.

If Bergenstråhle wishes to invoke force majeure under this clause, Bergenstråhle shall, without unreasonable delay, notify the other party in writing of the occurrence of the impediment, its nature and its expected duration. Failure to give such notice shall result in the loss of the right to invoke force majeure. If the impediment only partially affects Bergenstråhle's ability to perform the assignment, Bergenstråhle shall perform to the extent possible and reasonable.

If a force majeure impediment continues for more than sixty (60) days, either party shall be entitled to terminate the assignment with immediate effect by written notice, in which case Bergenstråhle shall be entitled to compensation for work performed and costs incurred up to the termination of the assignment.

21.9 Bergenstråhle shall not be liable for indirect damage, such as loss of profit, production loss, loss of data, loss of business opportunities, goodwill or other similar consequential damage.

21.10 The client shall take reasonable measures to mitigate any damage that may arise as a result of an alleged error or negligence on the part of Bergenstråhle.

21.11 Claims not made in accordance with clause 20.2 and within the time limit stated therein are precluded and may not be asserted against Bergenstråhle.

21.12 To the extent not otherwise provided in these General Terms and Conditions, the General Terms and Conditions of the Swedish Patent Attorneys Association (SEPAF) shall also apply. Available here: [www.sepaf.se/allmanna-uppdragsvillkor/](http://www.sepaf.se/allmanna-uppdragsvillkor/).

21.13 In the event of any conflict between these General Terms and Conditions and SEPAF's General Terms and Conditions, these General Terms and Conditions shall prevail.

## 22. AMENDMENTS

22.1 These terms may be amended by us from time to time. The latest version is always available on our website, [bergenstrahle.se](http://bergenstrahle.se). Amendments to the terms shall apply only to assignments commenced after the amended version has been published on our website. A copy of the latest version of these terms shall be sent to you upon request.

22.2 Amendments to the terms shall apply to assignments commenced after the amended version has been published on our website. For ongoing assignments, Bergenstråhle shall be entitled to apply updated terms after written notice to you.

## 23. DIFFERENT LANGUAGE VERSIONS

23.1 These terms are available in Swedish and English. For clients domiciled in Sweden, the Swedish version shall apply. For all other clients, the English version shall apply. English-language terms used in these terms shall be interpreted on the basis of the Swedish version, Swedish legal tradition and Swedish legislation.

## 24. GOVERNING LAW AND JURISDICTION

24.1 These terms and all issues relating to them, as well as all issues relating to our assignment(s) for you, shall be governed by and construed in accordance with Swedish law.

24.2 Any dispute, controversy or claim arising out of or in connection with these terms, or any breach, termination or invalidity of these terms, any specific terms for the assignment, or any matter relating to our assignment(s) for you, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden.

24.3 Notwithstanding clause 24.2, we shall be entitled to bring proceedings regarding due and payable claims in courts having jurisdiction over you or your assets.

## 25. OTHER TERMS

25.1 In applicable parts, Bergenstråhle applies SEPAF's General Terms of Engagement:

<https://sepaf.se/allmanna-uppdragsvillkor/>.

25.2 In the event of any inconsistency between Bergenstråhle's General Terms of Engagement and SEPAF's General Terms of Engagement, Bergenstråhle's General Terms of Engagement shall prevail.