

Lidström & Co

LIDSTRÖM & CO – TERMS & CONDITIONS

February 2026

These Terms & Conditions (T&Cs) apply to the services that Lidström & Co provides to you and to each matter on which we act for you from time to time, unless our Engagement Terms stipulate otherwise. If there is any inconsistency between these T&Cs and our Engagement Terms, the latter will prevail. These T&Cs may be amended or replaced from time to time without notice. A copy of the currently applicable T&Cs is available on our website <https://lidstromco.se> and may also be obtained from your client relationship partner.

Certain expressions used in these T&Cs, including 'Lidström & Co', 'us' or 'you', are defined at the end.

1. OUR ENGAGEMENT

1.1 Lidström & Co

Advokatfirman Lidström & Co AB is a Swedish limited liability company regulated by the Swedish Bar Association (Sw. *Sveriges Advokatsamfund*). Further regulatory information, details of Lidström & Co, our partners and their qualifications are set out on our website <https://lidstromco.se>.

1.2 Scope of Engagement

By instructing us to act as your lawyers you give us full authority to act in your best interests. You may limit our authority by agreement with us in writing. The scope of our engagement in relation to each matter will be agreed between us and you from time to time. The scope of any matter may be revised with your agreement. Nothing in these T&Cs implies that we are engaged to act for you generally or other than as expressly agreed and we shall have no obligation to provide services or otherwise advise you on any issue which falls outside the agreed scope. Except where we have agreed with you to the contrary we are not obliged to take on any particular new matter for you.

1.3 Scope of Services

We owe you a duty to use reasonable skill and care in the provision of our services. Our advice will be based on Law and practice as at the date that the advice is given and on the information and documents made available to us by you. Any subsequent changes in the Law may affect our conclusions. Unless we have specifically agreed with you to do so, we will be under no obligation to update our advice for any subsequent changes in Law or practice. Our advice is provided solely for the purposes of the matter for which we are engaged. We are not responsible for its use for a different purpose or in a different context.

It is not part of our role to advise on commercial, financial or business issues. In particular we are not advising on the commercial merits, financial viability or business risks of any matter on which we provide legal advice. The magnitude or acceptability of a risk is a judgment for you.

Once a matter is complete we will not monitor or notify you of deadlines, dates or obligations relating to that matter unless we expressly agree to do so.

Unless we have agreed to do so we will not advise you on tax related issues.

1.4 Benefit of our services

We will provide our services solely to you as our client. Save as set out below and to the extent expressly agreed otherwise with you: (i) our duty of care is to you alone and does not extend to members of your Group, any of your or their officers, directors or employees or to any other third parties, (ii) you are the sole beneficiary of our services and you agree that you are not, in engaging us, acting on behalf of another party, and (iii) our advice and other communications to you are confidential and may not, without our prior consent, be disclosed to any third party, except (a) if you are required by Law to disclose them or (b) to your auditors or other professional advisers, or governmental agencies or regulators.

If, in relation to any matter, we agree to be engaged by you on behalf of another person where you are acting as their agent or adviser, or on behalf of another member of your Group, they will be a 'Principal'. Each Principal will be treated as a client of the firm in relation that matter only and our duties to our clients extend to them accordingly in relation to that matter, solely on the condition that our Engagement Terms apply to each Principal and that they are, or are deemed to be, accepted by them. A Principal's rights against us will therefore be subject to the same terms and limitations as if the Principal were an addressee of the relevant Engagement Terms and recipient of these T&Cs. Any variation or rescission of the Engagement Terms agreed by you shall, unless we agree to the contrary, also be

binding on each Principal. When you accept our Engagement Terms you therefore do so on your own behalf and on behalf of each Principal, and you are deemed to warrant that:

- (a) you have authority to engage us on behalf of each Principal on these T&Cs and to agree any variation or termination of them on its behalf; and
- (b) you, and any person instructing us on your behalf, are authorised to represent each Principal for all purposes under these T&Cs and any relevant Engagement Terms, including the giving of instructions and related consents and the receipt of advice, without any requirement for us separately to seek confirmation of such instructions or acknowledgement of our advice from any Principal.

You will, if we so request, procure that each Principal confirms its agreement to these conditions in writing.

1.5 Individual practitioners

These T&Cs do not apply to services provided to you by individual practitioners acting in their personal capacity, for example as an arbitrator, mediator, insolvency practitioner or company director.

2. HANDLING YOUR AFFAIRS

2.1 Instructions and information

Our work will be reliant on the accuracy of the information given to us by you or on your behalf. We will not, save to the extent agreed with you, verify the accuracy of information you give us. You will, so far as you are able, in a timely manner:

- (a) provide us with clear instructions and keep us informed of developments concerning matters on which we are advising you;
- (b) provide us with all information and documents necessary or desirable for us to provide our services to you;
- (c) inform us of any changes or additions to your instructions or to information, and documents previously provided by you; and
- (d) ensure that all information provided to us is complete and not misleading and that it is not provided to us in breach of any law or contractual obligation.

In contentious matters you may have an ongoing duty of disclosure of documents. You will be provided with materials which explain the impact of those obligations and how to comply with them.

2.2 Involving our personnel

We will involve those of our lawyers, consultants, trainee lawyers, paralegals or other staff as the relevant partner in charge of the matter deems necessary or desirable for the appropriate delivery of our services.

2.3 Engaging third parties

Where appropriate we may engage other professionals on your behalf, for example, barristers, patent attorneys, trademark agents or overseas lawyers. We will exercise reasonable care in choosing them but we are not responsible for the work they undertake. You will be their client and their terms of business will apply to any services they provide. You will be responsible for their fees and expenses incurred on our instructions. We may settle such invoices before seeking payment of them from you.

We may also engage external service providers for specific aspects of our services to you or to support our business generally. The costs of such service providers will be absorbed in our overall fees to you.

3. FEES

3.1 Professional fees

When you engage us, you agree to pay our fees. Our fees are not, unless we have specifically agreed, contingent on a matter being concluded, successfully or otherwise.

Unless we agree otherwise, our fees are based on time spent by Lidström & Co Individuals at hourly rates which reflect their seniority. We may adjust our fees to reflect special circumstances including complexity, novelty, value or importance. We will agree any such adjustment with you. We are entitled to charge for the time of all relevant Lidström & Co Individuals, including time spent travelling on your matters, supervision and reporting to you or, at your request, to any third party.

The Engagement Terms may outline the current relevant hourly rates of Lidström & Co Individuals. These rates are periodically reviewed (currently with effect from 1 January each year). We will provide you with information concerning our current standard hourly rates on request.

3.2 Expenses

You agree, in addition, to reimburse us for expenses paid or incurred on your behalf. These may include (i) amounts charged to us by third parties for their services, such as counsel, overseas lawyers, notaries, patent attorneys or trademark agents; (ii) disbursements such as, court and officials fees, search, filing and registration fees and (iii) expenses incurred by us in providing services such as courier fees, travel expenses, online data services, scanning, photocopying and non-legal work undertaken or outsourced by us. Expenses are invoiced at cost.

3.3 Value added tax

All fees quoted and expenses are exclusive of applicable (including any irrecoverable) value added tax and any equivalent tax elsewhere, which will be charged where appropriate. If our services are subject to value added tax, you agree to indemnify us fully on demand for any interest, penalties or legal costs we incur as a result of any incorrect information you provide on your tax status.

4. INVOICING AND PAYMENT

4.1 Payment terms

Unless we agree otherwise we will be entitled to invoice you on an interim basis, monthly, at the end of our financial year and on completion of each matter; our normal practice is to invoice monthly, and to deliver our invoices to you via e-mail in electronically readable format. It is a condition of our accepting your instructions that we will submit regular interim invoices and that interim and final invoices will be paid in accordance with our terms of payment. We reserve the right to suspend the provision of our services or to terminate our engagement if any interim invoice is not paid by the due date.

Invoices are payable on delivery in the currency in which they are submitted. If you pay us in another currency and payment is made more than one month after the due date, we reserve the right to charge you for any losses incurred as a result of changes in the exchange rates between the due date for payment and the actual date of payment.

Where our invoices are paid subject to any deduction or withholding, we reserve the right to charge you an additional amount which will leave us with the same amount we would have received in the absence of any such deduction or withholding.

We may charge you interest on the outstanding amount of any invoice which remains unpaid one month after the due date for payment to the maximum extent permitted by Law. Interest will accrue from one month after the date of delivery of the invoice to the date of payment. We reserve the right to take legal action to recover invoices that remain unpaid 10 days following a payment reminder, including debt collection.

4.2 Advances

In case we, in our discretion, consider it to be appropriate, we may request advances to cover our professional fees or expenses to be paid or incurred on your behalf. Advances are client funds and will be held separate from our own funds. In our discretion, we may use advances to settle the payment of professional fees or expenses after we have delivered to you our invoice for relevant or expenses.

4.3 Third party liability

Even if someone else is responsible for paying all or part of your legal costs we are nevertheless required to address our invoice to you as client and you remain liable for those costs to the extent that such person fails to pay them within a reasonable time.

5. CLIENT MONEY AND OUR BANK ACCOUNT

5.1 Use of our client account facilities

Our client account facilities are provided solely in connection with matters on which we provide our services; they must not be used in lieu of banking services. Our bank account details must be kept confidential in order to protect against abuse and only be used for payments which we request or which are arranged between us. Owing to the risk of fraud in relation to banking payments, we may seek to confirm bank account details for payments by or to us by telephone or fax prior to the payments being made. We may decline to make payments from our client account unless we are satisfied that they are duly authorised. You are advised to take similar precautions; this should particularly be the case if you purportedly receive notification of a change of account details purporting to be from us. In the absence of negligence on our part we cannot accept liability for payments made to incorrect accounts.

5.2 Client money and risk

Funds which we hold for you will be kept separate from our own money in our client account, details of which we will provide. Unless you tell us to the contrary we may transfer the money to a client deposit account with the same bank. We do not recommend or accept responsibility for the solvency of any particular bank or any currency risks. The solvency risk of the bank and currency risks rest with you.

Generally, we will place client money in a client account in the same jurisdiction as the jurisdiction of incorporation of Lidström & Co office. Payment to such client account will generally be denominated in the currency in which the money is received by us. Any obligation which we have to you in respect of the return of the client money shall be satisfied by our return to you (or paying to a third party on your request) of such amount as is made available to us by the relevant bank in respect of the client money (the 'return funds') and in the currency in which the return funds are made available to us by the bank, even if (for example, by virtue of any insolvency of the bank or change in the national currency of any state) the amount and/or currency of the return funds is different from the currency of the original client money.

The return of client money to a third party on your request will be subject to any Laws which are designed to combat money laundering and/or to require us to duly identify our clients, their legal and beneficial owners, etc.

We will not be responsible for any failure or delay in effecting any payment if this results from (a) the failure or malfunction of a payments system in any country, (b) the imposition of any form of exchange controls or similar regulations in any country or (c) any other matter or occurrence beyond our control which renders it unlawful or impracticable for the necessary client money transfer to be made. In such an event, and subject to the matters noted above, we will instruct our bank to make the required payment available as soon as it becomes reasonably practicable to do so.

The same principles shall apply to any client money held under the control of the relevant bar association and to any obligation we have to pay interest to you on the funds.

5.3 Client money and interest

Unless specifically agreed otherwise under the Engagement Terms, we do not pay interest on client money which we hold for you in our client account or otherwise.

6. CONFLICTS, PRIVILEGE AND CONFIDENTIALITY

6.1 Conflicts of interest

We have conflict checking procedures in place to establish whether accepting new instructions would conflict with the interests of another client. These checks are undertaken on the basis of the information then known to us. A conflict of interest may occasionally become apparent only after we have commenced work for you, for example because of changed circumstances or by virtue of new information. We request that you notify us immediately of any potential conflict affecting our engagement of which you are, or become, aware.

If a conflict arises, you agree it will be for us, taking account of all Law, best practice and your and the other client's interests and wishes, to exercise our professional judgment to decide whether we remain able to act for both parties, for one party or for neither.

Where a potential conflict is identified and we believe that your interests can be properly safeguarded by restricting the scope of our engagement with you or by the implementation of other appropriate procedures, we will discuss and agree such procedures with you. If you or we believe that such procedures would not properly safeguard your interests or we cannot agree such procedures with you, we may need to take action in order to comply with certain obligations concerning conflicts imposed on us by Law. This may mean that we have to decline instructions from one or both of the clients or prospective clients concerned.

We have advised, and will continue to advise numerous clients, nationally and internationally, over a wide range of business sectors and on a wide variety of matters. For this reason, conflicts of interest might arise that could deprive you or other clients of the right to instruct us. You agree that we may, now or in the future, without seeking your consent, act for your competitors or other clients whose interests are or may be opposed to, or in conflict with, your general business interests or those of members of your Group. In particular, unless prohibited by Law, we may act against you, including in litigation, on any matter on which we have not already been instructed by you that is not substantially related to a matter on which you have retained us (an 'unrelated matter').

You also agree that you will not assert that our representation of you or any person associated with you in any past, present, or future matter is a basis to disqualify Lidström & Co from representing another entity or person in any unrelated matter and that, subject always to Law, our acting on any unrelated matter does not breach any duty we owe to you or any member of your Group.

For the purposes of our duty to avoid a conflict of interest, and subject as required by Law, we regard our on-going fiduciary duties to you, apart from the duty of confidentiality, as coming to an end with substantive completion of the matter as envisaged in the Engagement Terms.

6.2 Privileged communications

Communications between a lawyer and client are generally privileged although rules vary between jurisdictions. This usually means that courts and other authorities cannot compel us to disclose the communications. It will usually also protect our communications with third parties on your behalf which are in contemplation of legal proceedings. If someone asks us for information, we will take reasonable steps to assert privilege. There is however a risk that we will be ordered to produce the information. You can lose privilege if you share our communications, or their contents, too widely. To help protect privilege you should only share those communications with people in or outside your organisation that need to know the information to deal with the matter, and only subject to suitable safeguards. For more information, please contact the partner supervising your matter.

6.3 Confidentiality of your affairs

We will treat as confidential all commercially sensitive information about the work we undertake for you and about your business and affairs and we will not disclose it, except with your consent, or in the following circumstances:

- (a) across Lidström & Co and/or its successors in title, in particular client information and documents may be stored in electronic form in a document management system to which personnel of Lidström & Co may have access;
- (b) to anyone (including your other advisers, professional or otherwise) where we consider that it is appropriate for that person to know such confidential information in order to assist in the conduct of the matter, unless you advise us to the contrary;

- (c) for our general advertising, marketing, and public relations purposes. Unless you advise us to the contrary, we are entitled to refer to the fact that we act for you and to describe in general terms the nature the matters which we are handling for you for marketing purposes. We will obtain your permission if we wish to publicise any further details;
- (d) for assessing our performance or services, including approaching you for feedback or to participate in client satisfaction surveys or similar programs;
- (e) where required by Law, including where applicable by disclosure to the Swedish Bar Association or relevant tax authorities, subject to any applicable legal privilege,
- (f) to provide information to our insurers, auditors or advisers;
- (g) in connection with our procedures concerning fraud prevention, anti-money laundering or generally concerning the prevention of crime and the management of risks in our legal practice;
- (h) for our accounting and administrative purposes including conflict checking, maintaining data records on clients, audit of our client money and other financial records, credit checking, debt collection and credit control;
- (i) in connection with our use of agents and third party service providers who we engage to support our business, infrastructure and systems, for data handling and updating services, external audit and risk management who are subject to professional or contractual duties of confidentiality concerning the provision of these services;
- (j) in connection with the maintenance, management or security of our IT systems and data, including monitoring, screening or testing systems, networks, applications, software or data; and
- (k) otherwise, as set out in these T&Cs.

Unless you notify us to the contrary, we will assume that information you give or otherwise disclose to us is not subject to confidentiality obligations owed by you to a third party or, if it is, that it has not been given and/or disclosed to us in breach of those obligations.

6.4 Our disclosures to you

We will not be required to disclose to you, or use on your behalf, any documents or information in our possession:

- (a) to the extent that we owe a duty of confidentiality to another existing, former or potential client, even if it is material to your matter, without that other client's prior consent;
- (b) if such disclosure is otherwise prohibited by Law;
- (c) to protect our own legitimate interests to the extent permitted by Law;
- (d) if a partner or other qualified lawyer reasonably believes that serious physical or mental injury will be caused to any person if the information is disclosed; or
- (e) otherwise, as contemplated in these T&Cs.

If, as a result of our acting for you, you acquire any information in relation to which we notify you that we owe a duty of confidentiality to a third party, you must keep it confidential and not use it without our prior written consent. If you do disclose it without our consent, you agree to indemnify us for any liability to a third party that we may incur in relation to such disclosure.

6.5 Use of appropriate safeguards concerning confidentiality

We may advise, or may have previously advised, other clients whose interests differ from yours. In advising such other clients we may have come or may come into possession of confidential information which would be material to your matter. In addition, confidential information we hold about you may be material to such other clients' matters. You agree that, if we consider that it is not possible to obtain your informed consent, our duty of confidentiality will be satisfied by putting appropriate safeguards in place, in accordance with Law, to ensure that access to the relevant confidential information within the firm is restricted. Where such measures are in place, you agree that you will not seek to prevent us from acting for other clients by reason of our holding your confidential information.

You agree that, subject always to Law, we may act for you with appropriate safeguards in place to ensure that, even though we hold confidential information relating to another party which may be material to your matter, access to the relevant confidential information within Lidström & Co is restricted.

6.6 Communications between us

We will communicate with you and with third parties by any normal means, including telephone, post, courier, e-mail, text and video-conferencing or using USB devices and internet-based applications. If there is a mode of communication you do not wish us to use or if you require enhanced security measures please let us know.

Our electronic communications take place subject to the terms of disclaimers on e-mails or on our web site. We do not ordinarily use encryption or passwords. You should protect your system from viruses etc. as we accept no responsibility for damage that may be caused by them.

Incoming e-mails are subject to screening for spam, viruses and other undesirable content and attachments. This may result in communications from our clients failing to reach the intended recipient. If you are intending to send us material which may be susceptible to interception, you should separately alert the person to whom you are sending it. In addition, our automated screening may include examination of electronic files by third party security providers, subject to confidentiality restrictions.

The firm does not accept service by e-mail of court proceedings, other proceedings or formal notices of any kind on behalf of clients, without specific prior written agreement.

We will also use your information to contact you by telephone, post, e-mail, online or via any other interactive media for direct marketing purposes. Where as a matter of Law, we need your permission to do this, we will of course only do so with your consent. If you do not wish to receive such communications from us, please contact your client relationship partner.

7. DATA PROTECTION

Lidström & Co is subject to the requirements of the EU General Data Protection Regulation 279/2016 ('GDPR'), as applicable, and any data protection Laws implementing, replacing or amending the GDPR, and other applicable data protection Laws.

Any personal data that we collect about you in connection with our engagement, or which is provided to us by you or others in connection with matters we undertake for you ('Personal Data') will be processed by Lidström & Co in providing services to you as described in our Privacy Policy on our website <https://lidstromco.se>.

We receive any Personal Data that you provide to us from others on the understanding that it has been collected, processed, and disclosed to us in compliance with the GDPR and/or any data protection Laws applicable to you or to your organisation.

8. RETENTION AND TRANSFER OF DOCUMENTS

We own certain documents created during the provision of our services such as financial or administrative papers, internal drafts and communications, legal know how and research notes. We will keep files and other papers relating to your matters for such period as is required by applicable Law. Such files or papers may be stored in electronic form. After the end of that period we may then dispose of them without notice to you. We will not destroy original documents which you ask us in writing to deposit in safe custody for you. We do not accept responsibility for economic loss arising from loss or destruction of documents.

Subject to any lien, court order, undertaking or other legal constraint preventing us from doing so, we will deliver your files or other property to you on request. We have the right to copy all such documents before returning them to you and we may charge for retrieving your documents or dealing with a request for return of your documents as permitted by Law.

9. COPYRIGHT

The copyright in the documents which we have prepared for your benefit belongs to us. The fee you agree to pay for our work permits you a non-exclusive, non-transferable, non-sub-licensable licence to make use of such documents for the purpose for which they were created. If you do not pay us in full for our services in relation to that matter, we may by written notice, revoke that license and only re-grant it to you once payment in full has been made. We retain the entire ownership in documents prepared for our own benefit in the course of a matter.

10. LIMITATIONS ON OUR LIABILITY

10.1 No claim against individual employees or partners

Lidström & Co is the only person responsible to you in any way for any losses which you suffer or incur, directly or indirectly, in connection with our services, subject to the exclusions and limitations set out in these T&Cs. No Lidström & Co Individual assumes any personal responsibility to you, or owes you any personal duty of care or will be under any personal liability to you whatsoever. Accordingly, you agree that you will not bring any claim personally against any Lidström & Co Individual, whether in contract, tort, under statute or otherwise. This will not limit or exclude the liability of Lidström & Co for the acts or omissions of Lidström & Co Individuals for whom it is responsible.

If, notwithstanding the above, any claim is made against a Lidström & Co Individual, that claim shall be subject to the other provisions and limitations of this paragraph 10 and shall, in addition, be limited to their business assets and not extend to their personal assets.

Any cap or other limitation of liability in these T&Cs which is expressed to be for the benefit of a Lidström & Co Individual may be relied on and enforced by such Lidström & Co Individual as if each of them were a party to our Engagement Terms with you.

10.2 Liability cap

The liability of Lidström & Co and of all Lidström & Co Individuals to you, and to each Principal of yours, together with any third parties to whom we are held liable (with or without our consent) in relation to any one claim for losses, whether for negligence or otherwise, is limited to a maximum aggregate amount of SEK 10,000,000 (ten million Swedish kronor) unless a different amount is specified in the relevant Engagement Terms. Only a partner may agree a higher amount and in writing. You, each of your Principals and any such other third parties may

together recover from us only once in relation to the same loss. The effect of this is that we would not generally be obliged to pay you compensation in relation to any claims you may make against us above that amount.

In the above '*any one claim*' means all claims in aggregate against us and any one or more Lidström & Co Individuals arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or similar acts or omissions in a series of related matters, and includes all claims arising from any one matter.

10.3 Proportional liability

Where you have other advisers advising you on a matter, we will not be liable to you for any additional amount, or for any amount which you would have been able to recover from that other adviser or any other person by way of indemnity, contribution or otherwise, but are unable to recover because you agreed, or are treated as having agreed, with him any exclusion or restriction on his liability.

10.4 Third party liability

If we have joint and several liability to you with another party we will only be liable to pay you the proportion which is found to be fairly and reasonably due to our fault. We will not be liable to pay you the proportion which is due to your fault or to the fault of another party for which such other party would otherwise be liable. This is irrespective of whether or not the other party is sued and of any contractual or other limitation or exclusion on their liability, their ability to pay and/or any limitation defences available to them, or that the other party has ceased to exist.

You agree to prevent any other person bringing a claim against us in respect of any matter on which we act for you and to indemnify us and each Lidström & Co Individual for any and all losses incurred by us or any of them in connection with any such claim.

10.5 Exclusions

The exclusions and limitations in these T&Cs or the Engagement Terms will not operate to exclude or limit liability (a) for death or personal injury, (b) for fraud or reckless disregard of professional obligations, (c) in circumstances or to an extent which cannot by Law be excluded or limited under the Law relevant to the claim, or (d) to less than a minimum amount permitted under the Law relevant to the claim, in which case such minimum permissible amount will be deemed to be substituted for to amount that would otherwise apply.

11. FORCE MAJEURE

Neither you nor we are liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by any circumstance beyond the reasonable control of the party affected by it, including telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and the absence of personnel due to illness or injury and the time for performance of the obligation, the performance of which is affected by any such force majeure, will be extended accordingly.

12. MONEY LAUNDERING

We are subject to Laws which are designed to combat money laundering (which term for these purposes also includes terrorism and breach of international sanctions) which require us to obtain satisfactory evidence of the identity of our clients and in some cases of people related to them. We are required to obtain this evidence before we can start work and to keep it up to date. These Laws may also restrict our ability to act, or continue to act, for you in circumstances where we have grounds to suspect that money laundering may be involved, and may impose reporting and disclosure obligations on us which override our duties of confidentiality to you. Where these Laws apply, we may not be able to tell you that we have given information about you to others, or our reasons for having done this and/or we may have to stop working on your matter for a period of time and we may not be able to tell you why. We do not accept any liability for any losses arising directly or indirectly from steps we take to comply with these Laws.

You agree to provide us with all information and evidence which we require from time to time in order to comply with these Laws and to undertake the due diligence and verification checks which they require.

13. TERMINATION, TRANSFERS AND THIRD PARTIES

13.1 Your right to terminate

You may terminate our engagement on any matter at any time by notice in writing to the partner in charge of your matter.

13.2 Our right to terminate

We may decide to suspend, or to stop, acting for you on any matter if we have good reason, for example if so required by Law or if you (i) fail to give us proper instructions, (ii) you fail to give us the co-operation which we are reasonably entitled to expect, (iii) our continuing to act would be impractical, unethical or unlawful, (iv) we have a conflict of interest, (v) you fail to provide us (or to replenish) sufficient money to be held on account, (vi) you become or are declared insolvent or commence or become subject to any formal insolvency process in any jurisdiction or (vii) you fail to pay our invoices as and when rendered. We will give you reasonable written notice if we intend to suspend, or stop, acting for you, unless precluded from doing so by Law, for example as contemplated above concerning Money Laundering.

13.3 Termination in the ordinary course

Our engagement by you on any matter will terminate on substantive completion of that matter, even though administrative tasks may remain to be performed, our final invoice has not been paid or issued or the matter remains open in our systems. Our Engagement Terms will nonetheless continue to apply to any services we provide after our engagement on a matter terminates.

An open-ended agreement for the provision of services ends six months after the last date on which we provided our services to you. Unless new or different terms are agreed, our acceptance of instructions to perform our services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge, for a nominal charge or on a recovery of costs only basis with any seminar, information, bible or other document after the ending of an engagement such provision does not give rise to a new agreement.

13.4 Litigation

If we were to decide to stop acting for you with good reason in a contentious matter we would have our name removed from any court record.

13.5 Payment of fees and lien on termination

If you or we terminate our engagement, you will pay our outstanding fees and expenses, including those not yet invoiced. If on termination, for whatever reason, you fail to pay our outstanding fees and expenses which are properly due and payable, you recognise that, without prejudice to our other rights, we may be entitled to rely on a lien over any client money which we hold for you.

13.6 Third parties

Unless otherwise expressly stated, no provision of your agreement with us is intended to be enforceable against us by third parties (other than a Principal). Notwithstanding any benefits or rights conferred by the Engagement Terms on any third party, you and we may together agree to vary or rescind the Engagement Terms without any third party's consent, including any Principal. Subject as expressly provided in these T&Cs, neither you nor we have the right to assign the benefit or burden of the agreement between us without the written consent of the other.

13.7 Transfers to a successor

If at any time the whole or any part of the practice of Lidström & Co is transferred to a successor entity or firm, we may transfer the benefit of our agreement with you to that successor who will assume all, or substantially all, of our obligations to you. You agree to enter into any documents necessary to effect or confirm such transfer. We are entitled to provide the successor with all client money, information, records and data necessary to enable it to carry out our services and for the other purposes contemplated in these T&Cs. The successor will also succeed us in any right of reimbursement of third party costs, as lawyers of record in any court or tribunal and in any agency or under any other appointment or arrangement.

14. SEVERABILITY

If the validity or enforceability of any provision of these T&Cs or any Engagement Terms is in any way limited by any applicable Law, such provision shall be valid and enforceable to the fullest extent permitted by such Law. The invalidity or unenforceability of any provision of these T&Cs or any Engagement Terms shall not affect the validity or enforceability of any other provision.

15. PROFESSIONAL INDEMNITY INSURANCE

Lidström & Co has professional indemnity insurance which extends to acts or omissions wherever in the world they occur. Our insurance meets or exceeds the requirements of the Swedish Bar Association. Details of our insurance may be obtained on request from the partner with whom you are dealing.

16. COMPLAINTS PROCEDURE

If you have a complaint or other concern about our services to you, including a complaint about our fees, information about your rights, please contact the partner supervising your matter.

17. LAW AND DISPUTES

17.1 Law

Our contract with you and any non-contractual obligations arising out of it are governed by, and construed in accordance with, Swedish law.

17.2 Dispute resolution

You and we agree to submit any dispute or claim (including non-contractual disputes or claims) for resolution by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC") or, if the dispute or claim involves Lidström & Co, to the exclusive jurisdiction of the courts of England and Wales, except that we may in our discretion commence proceedings against you in any jurisdiction in which you are domiciled or where your assets are located, whether concurrently or not, to the extent permitted by the Law of such jurisdiction.

In respect of arbitration, the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. All arbitral proceedings conducted with reference to this arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the consent of the other party. This notwithstanding, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights in connection with the dispute, or if obligated to do so pursuant to law, a decision by an authority or the rules of a stock exchange.

17.3 The Consumer Disputes Committee

In the event that you are natural person and your are acting for purposes which are outside trade, business, craft or profession, you may request that any dispute regarding a service that we have provided to you shall be settled by the Consumer Disputes Committee (Sw. *Konsumenttvistnämnden*) of the Swedish Bar Association. Further information about the Committee, the procedure for dispute resolution, limitations on which disputes that may be brought before the Committee, etc, is available on the Committee's website <https://www.advokatsamfundet.se/konsumenttvistnamnden>. The Committee may be reached via post at:

Konsumenttvistnämnden
Sveriges advokatsamfund
Box 27321
SE-102 54 Stockholm

18. DEFINITIONS

In these T&Cs and in the Engagement Terms, unless the context otherwise requires:

'**Lidström & Co**', '**we**', '**us**', '**our**', '**the firm**' or any similar term means Advokatfirman Lidström & Co AB, a Swedish limited liability company registered with registration number 556786-4664 and any successor legal practice;

'**Lidström & Co Individual**' means any individual employee, consultant, director or partner of Lidström & Co;

'**Engagement Terms**' means any letter, e-mail or other written communication dealing with the terms on which we are engaged on a matter or series of matters, as may supplemented or varied by any later communication relating to that matter or series of matters, or to any new matter or series of matters on which we are engaged;

'**Group**' means, if you are a body corporate, you and your subsidiaries;

'**Law**' means, in any jurisdiction, (a) any legislation, subordinate legislation and rules of law, (b) codes of conduct, regulations and rules which apply to lawyers and (c) any order of a court or arbitrator, or a direction of the Swedish Bar Association, and includes such Law as amended or replaced from time to time;

'**losses**' includes all demands, claims, fines, damages, payments, costs, expenses or other losses, including interest, whether such interest accrues before or after judgment;

'**partner**' means any member of Lidström & Co or any employee or consultant with equivalent standing and qualifications or who is otherwise being permitted to be designated a partner; use of the term 'partner' should not be construed as indicating that any relationship of partnership exists between all or any of the individuals so designated or between any such individuals and Lidström & Co;

'**Principal**' means, in relation to any matter, any person who we have agreed may have the benefit of our services in accordance with paragraph 1.5, and who is to be treated as a client of the firm to whom the Engagement Terms and these T&Cs apply; and

'**you**' or '**your**' means the individual, company or other person to whom we agree in any Engagement Terms or otherwise to provide our services as client; in the case of joint clients to each of them and includes any Principal.