

GENERAL TERMS AND CONDITIONS 2024:1

1 SCOPE OF SERVICES

- 1.1 These general terms and conditions apply to all assignments and all services provided by CMS Wistrand Advokatbyrå Stockholm KB and CMS Wistrand Advokatbyrå Göteborg KB (“CMS Wistrand” or “we”, “us”, “our” etc.) to clients (“client”, “you”, “your” etc.). By instructing or engaging CMS Wistrand, you are deemed to have agreed to these general terms and conditions.
- 1.2 Any references to “services” (*Sw. tjänster*) refer to both advice and other services, and include documents and other work results within an assignment. When a reference is made to an “assignment” (*Sw. uppdrag*), all parts and aspects of a matter shall jointly be considered as one assignment, regardless of whether it involves several legal entities or individuals, several instructions (given at one or several occasions), is handled by several teams within CMS Wistrand, addresses several legal areas and/or legal issues, separate invoices are issued, or we act for several legal entities and/or individuals.
- 1.3 CMS Wistrand is a member of CMS Legal Services EEIG (CMS EEIG), a European Economic Interest Grouping that coordinates an organisation of independent law firms. A complete list of the member firms (the “CMS Member Firms”) is available on request and on our website. CMS EEIG and each of its member firms are separate and legally distinct entities, and no such entity has any authority to bind any other. CMS EEIG and each CMS Member Firm are liable only for their own acts or omissions and not those of each other.
- 1.4 The assignment is a contract between you and the relevant legal entity of CMS Wistrand only (CMS Wistrand Advokatbyrå Stockholm KB or CMS Wistrand Advokatbyrå Göteborg KB) and not with any specific individual associated with CMS Wistrand or with any other legal entity. This applies even if it is your expressed or implied intention that the work is to be carried out by a specific individual (or individuals). This means that only CMS Wistrand can be held responsible or liable for an assignment and the services provided and that you may not in any circumstance raise any claims against any other legal entity or individual (except as may be provided by mandatory law). These general terms and conditions shall apply also in favour of all other legal entities and individuals associated with CMS Wistrand (e.g. present and former employees, limited partners, general partners, owners, board members, executive officers and by CMS Wistrand engaged consultants). Any limitation of liability under these general terms and conditions (such as limitation as to amount) apply both to CMS Wistrand and all legal entities and individuals associated with CMS Wistrand, as if they were one person/entity.
- 1.5 Any amendments to, or deviations from, these general terms and conditions must be agreed in writing.
- 1.6 In addition to these general terms and conditions, the code of professional conduct for members of the Swedish Bar Association (the “Code of Conduct”) shall apply to the assignment.

2 CLIENT IDENTIFICATION, ETC.

- 2.1 We are according to law required to investigate the identity of our clients and to take certain control actions in relation to such client identification. We are also required to inform suspicions of money laundering and terrorism financing to the police authorities, and we are prevented to disclose to you when we have such suspicions. Further, we are required to identify the ownership structure and any beneficial owners of any entity and also to request information about the nature and objective of the assignment. As a general rule, such information must be provided to us before our work commences. If adequate information and documentation is not provided to us, we may decline or withdraw from the assignment. Consequently, we may ask you to without delay provide us with identification documents and detailed information about your ownership structure and the specific assignment, and we may ask questions with respect to such documents and information. In addition, we may be required to verify the documents and information through independent external sources, e.g. data bases. We are also required by law to retain all information and documentation obtained in connection with the kind of actions described above.
- 2.2 We may be required by law to provide information to the tax authorities relating to the VAT numbers of our clients and the invoiced amounts. By engaging CMS Wistrand, you are deemed to have consented to our compliance with such reporting obligations. The VAT number is unique for every legal entity and your identity will thereby be disclosed to the tax authorities.
- 2.3 We cannot be held responsible or liable for any loss or damage directly or indirectly suffered by you as a consequence of our compliance with the obligations set out in clauses 2.1-2.2 or due to the fact that we have declined or withdrawn from an assignment pursuant to the terms of those clauses.

3 OUR SERVICES

Teams

- 3.1 One of our lawyers will be primarily responsible for the services we provide you in relation to an assignment. That lawyer has the discretion to deploy such lawyers and other staff that he or she considers should carry out the assignment.

The basis for our services

- 3.2 Our services and advice are based only on the circumstances, facts and instructions presented to us in the specific assignment by someone who represents you in the assignment (e.g. directors, executives and other involved personnel) or by someone you have appointed (e.g. consultants or other advisers (including professionals)). We are entitled to assume that all information given to us is accurate and appropriate in order for us to carry out the services pursuant to the assignment.

- 3.3 In performing our services we may rely on, and provide you with, information obtained from external parties (e.g. advisers appointed for the assignment, previous appointed advisers or persons with knowledge of the relevant circumstances) or from public and/or external registers (which stores and publishes information) and/or documents. The information obtained from such external sources may not always be accurate or complete and we have no responsibility to verify that such information is accurate and complete.
- Scope of the assignment and instructions
- 3.4 The content and scope of our assignment may be contained in an oral or a written assignment confirmation or through oral or written instructions. The content and scope can however be revised during the course of the assignment, depending on your instructions or the requirements that apply to the assignment from time to time. In the event that the content or scope of the assignment is revised by someone who is representing you in the assignment, or by someone you have appointed, that person is responsible to inform your other representatives of the revised assignment and we are entitled to assume that all your representatives are informed of the revised content or scope of the assignment.
- 3.5 In performing our services we are entitled to assume, unless you expressly and in writing inform us to the contrary, that each person representing you in the assignment (e.g. directors, executives and other involved personnel) or someone you have appointed (e.g. consultants or other advisers) are authorized to give instructions to us on your behalf and that we may act on any instruction given orally.
- Orally given advice and comments
- 3.6 When performing our services, or by your request, we may discuss different aspects of, and/or other issues related to, the assignment and may also informally (e.g. during a telephone call or a meeting) provide comments and answers on queries and legal issues. Comments and answers given on complicated queries or legal issues without sufficient time for consideration and/or based on incomplete or inaccurate information, must not be regarded as legal advice if the advice has not been confirmed by us in writing. We are not responsible or liable for any actions or decisions based on any such unconfirmed advice.
- Our assignment is limited to the client
- 3.7 When we are engaged to represent a corporation or similar legal entity, our assignment is with the corporation or legal entity and not with its executives, shareholders, directors, partners or other persons associated with that corporation or legal entity. Our professional responsibility and liability are owed to the corporation or legal entity that is our client only and not towards any other person. Similarly, when we are engaged to represent an individual, our professional responsibility and liability are owed to that individual only and not towards any other person.
- 3.8 Our services and advice are only applicable to the assignment and we have no obligation to update already given advice
- 3.9 You may not rely on the services or advice provided by us for any purpose, or in connection with any matter, other than for the purpose of the specific assignment and the specific matter for which it was given. We have no obligation to provide you with any services or advice in relation to the assignment after the assignment is terminated or completed.
- 3.10 Our advice is based on the circumstances, facts and legal position at the time it is given. We have no responsibility to update the advice or provide you with information with regard to subsequent changes in the circumstances, facts or legal position.
- Limitations of our advice
- 3.11 CMS Wistrand provides advice only in relation to legal matters. CMS Wistrand does not provide financial advice, accounting advice or advice on the commercial merits of decisions, investments or transactions. Accordingly, we cannot be held responsible or liable for the financial, accounting or commercial consequences of the decisions, investments or transactions that you make.
- 3.12 CMS Wistrand provides advice relating to tax and possible tax consequences (tax advice) only to the extent it has been expressly agreed in writing within the scope of the specific assignment or if it is otherwise obvious from the advice that it is tax advice (e.g. the purpose of the assignment is solely to provide tax advice).
- 3.13 Our services include advice only with regards to Swedish law. If we, based on our general experience, would express a view on legal issues in a jurisdiction other than Sweden, such view does not constitute advice that you may rely on and for which you can hold us responsible or liable. However, at your request, we can assist you in obtaining advice from advisers in the relevant jurisdiction.
- 3.14 Any advice or information provided by us in draft versions of any document is preliminary and subject to the wording of our final versions of such document.
- Multiple advisers
- 3.15 If, for the purpose of the assignment, we appoint or work together with other advisers (which expression includes professionals that may assist in connection with an assignment), any such adviser shall be considered to be independent from us in all respects. The reason for this is that the advisers cooperating with us are appointed on your behalf and not for the account of CMS Wistrand. Consequently, we assume no responsibility or liability whatsoever for other advisers, whether in relation to any advice given or for the work carried out by them, or for appointing or recommending them. We have no obligation to investigate whether any advice given to you by any other adviser is correct, fit for the purpose or based on correct and relevant facts. Consequently, we assume no responsibility or liability for any damage caused by any information, action, negligence and/or advice given by any such adviser and irrespective of whether the adviser has been appointed by us (and may have a contractual relationship with CMS Wistrand and not with you directly), or if the adviser reports to us or if we are the recipient of the adviser's invoice.
- 3.16 Any authority given to us to instruct advisers includes, unless you have expressly informed us otherwise in writing, authority to accept limitations of such advisers' liability on your behalf.
- 3.17 We assume no responsibility or liability for the fees of, or expenses incurred by, other advisers. In the event that such advisers invoice CMS Wistrand any fees or expenses, you assume responsibility to indemnify CMS Wistrand for all costs of CMS Wistrand in relation to such advisers.

3.18 If we and any third party (including advisers) would be liable for the occurrence of the same loss or damage suffered by you, our liability for such loss or damage shall be limited to the amount that is reasonable, based on the proportion that our fault has in causing the loss or damage. If you have excluded or limited the liability of the third party, our responsibility and liability shall be reduced with an amount equal to the amount that we could have claimed from such third party had its liability not been excluded or limited (and irrespective of whether the third party was able to pay us the amount or not). This clause shall not affect any limitation of liability set out elsewhere in these general terms and conditions or in any assignment confirmation.

4 CONFIDENTIALITY AND INSIDER MATTERS, ETC.

4.1 We observe confidentiality and discretion in accordance with the Code of Conduct. In some cases, we may be obliged by law to disclose information. Furthermore, the Code of Conduct may in certain cases allow us to disclose information. In addition, the Code of Conduct permits that we disclose confidential information, e.g. with your consent or in connection with a dispute between you and us. We reserve the right to disclose confidential information to our insurance providers.

4.2 If we carry out an assignment for more than one client, we have the right to disclose such materials and other information that a client has provided in connection with the assignment to the other clients. In some circumstances, we also have a duty in accordance with the Code of Conduct to disclose such materials and information to the other clients.

4.3 If we appoint or work together with other advisers (including professionals) in the course of an assignment, we may provide them with all materials and other information that we believe may be relevant to them in advising or carrying out services for you. The same applies to materials and other information that we have obtained as a result of the checks and verifications carried out by us according to clause 2.

4.4 When a specific assignment has become publicly known, we reserve the right for marketing purposes to announce (e.g. on our website) our participation in the assignment and include already publicly known information about the assignment. If we have reason to believe that you may disapprove of such announcement, we will ask for your permission before making the announcement.

4.5 If the specific assignment would involve information that requires that an insider list is maintained according to applicable market abuse laws or equivalent laws and regulations and you wish us to maintain such a list, we expect that you request us to do so expressly in writing.

4.6 If we have maintained an insider list, a copy of the list may be provided to you as soon as possible upon your request, provided you make such request not later than five years and one day after the list was prepared or updated. You are required to keep the list confidential and to use it only in order to comply with your obligations under applicable law.

4.7 We observe confidentiality and discretion in accordance with the Code of Conduct in relation to all our clients. Consequently, we have no obligation to reveal to you information received from any other client or to your advantage use any information that we have received from another client.

4.8 Legal advice provided by us may constitute a reportable cross-border arrangement, for which a reporting obligation may arise. Information reported to the Swedish Tax Agency (the "STA") may be disclosed by the STA to the competent authorities of other EU Member States. Due to legal professional privilege (as interpreted by the Swedish Bar Association in its Guiding Memorandum on legal professional privilege, dated 11 June 2020), we are prohibited to disclose any information regarding our clients, including reportable cross-border arrangements.

4.9 We are thus unable to fulfil any reporting obligations relating to such cross-border arrangements mentioned in clause 4.8 above. Consequently, the reporting obligation may fall on other intermediaries or, secondly, on the "Relevant Taxpayer" (i.e. the client). Furthermore, we are unable to notify other intermediaries of their reporting obligation regarding our clients.

4.10 With reference to the aforementioned memorandum (clause 4.8 above), we hereby notify you that you may be obligated to report any reportable cross-border arrangements to the STA as the "Relevant Taxpayer" (i.e. client).

5 ELECTRONIC COMMUNICATIONS, ETC.

5.1 Unless you in writing request us to communicate in some other manner, our communication with you and other parties involved in an assignment will take place mainly through e-mail or the Internet (electronic communication).

5.2 Electronic communication typically involves security and confidentiality risks. Furthermore, there is a risk that filters, firewalls and other security arrangements reject or filter out legitimate e-mails. To ensure that important information reach us, we recommend that you follow up important e-mails by telephone and that you apply appropriate security routines for your electronic communication with us.

5.3 Due to the risks involved in electronic communication, CMS Wistrand cannot accept any responsibility or liability for any risks or losses that may occur due to such communication.

5.4 CMS Wistrand use in-house and external IT services in order to rationalise our work processes (e.g., but not limited to, document management systems, e-signature services and virtual data rooms). We take reasonable measures to ensure that we maintain a high level of information security and availability, and that suppliers providing such IT services to us also do so, but there are no guarantees that the services are risk-free. CMS Wistrand therefore accept no liability for loss or damage arising due to use of the services.

6 INTELLECTUAL PROPERTY RIGHTS, ETC.

All intellectual property rights in the work result that we generate in an assignment vests in us, although you have the right to use such result for the purposes for which it was produced. Unless agreed otherwise in writing, no document or other work result produced by us may be circulated publicly or used for marketing purposes.

7 FEES AND EXPENSES

- 7.1 Our services are charged in accordance with the principles set out in the Code of Conduct. Our fees are normally determined on the basis of a number of factors such as, inter alia: (i) time spent; (ii) the type, complexity, difficulty and importance of the assignment; (iii) time constraints and the amount of work required to be performed outside of normal office hours; (iv) the amounts involved; (v) the knowledge, skills, experience and resources required, and (vi) the results achieved through our work.
- 7.2 Our hourly rates vary according to the seniority and expertise of each lawyer involved (and, if relevant, each assistant). Our hourly rates may be subject to revisions and adjustments during the time of the assignment. Normally, the revision and adjustment of the hourly rates take place in the beginning of each calendar year and then at the lowest in an amount which corresponds to changes in the Swedish Services Producer Price Index (SPPI) (Sw. tjänsteprisindex, TPI) for subsection 69.1 (legal services) of division M (professional, scientific and technical services) compared to the previous year (the comparison quarter is the quarter immediately preceding the date on which the increase is implemented).
- 7.3 Estimates of the fees or the total cost of an assignment are only prognoses of such and are not limiting the total amount of the fees, expenses or costs, unless expressly stated by us in writing.
- 7.4 In addition to the fees for our work, we may charge you for certain expenses in connection with the assignment including (but not limited to) costs of couriers, travelling costs, costs of other advisers, registration and filing fees, fees for conducting database searches, conference rooms, specifically contracted personnel, catering and costs in connection with conferences, rent of necessary technical equipment, conference calls and for extensive document reproduction.
- 7.5 Our fees and expenses are exclusive of value added tax, which will be charged when we are required to do so.

8 INVOICING AND PAYMENTS

- 8.1 Unless otherwise agreed in writing, we will invoice you our fees and expenses as they are incurred. The invoicing is typically made on a monthly basis.
- 8.2 We may request an advance payment for our services. An advance payment could be requested either in connection with the acceptance of an assignment or later during the course of the assignment. Any payments made in advance will be used to settle future invoices.
- 8.3 In certain cases, where an advance payment is required, we may send you an invoice on account for our fees. In such cases, the final invoice will state the total amount from which the amount of any invoice on account will be deducted.
- 8.4 Each invoice will state the due date for payment, which is normally ten (10) days from the date of the invoice. If an invoice is not paid, we reserve the right to charge late payment interest from the due date until receipt of payment in full at the interest rate applicable according to the Swedish Interest Act.

- 8.5 In any Swedish litigation or arbitral proceedings, the losing party is normally ordered to pay the costs (including legal fees) of the winning party. This is however not always the case. In certain circumstances, the costs will not be recoverable at all or only in part. Irrespective of whether you would be the winning or losing party, you must pay our fees for the services rendered and the expenses incurred in representing you in the litigation or arbitral proceedings.
- 8.6 If our fees and expenses are financed by you making use of a legal expense insurance or similar, this does not mean that our right to receive payment for the fees and expenses is limited in any way. Hence, even if you are making use of a legal expense insurance or similar, you must still pay our fees and expenses to the extent they exceed whatever is paid out under such legal expense insurance.
- 8.7 If you ask us to address an invoice to someone other than yourself (i.e. not to the client), you must clearly state the reasons for this. We are not obliged to accept such instruction but we may accommodate the request if it is evident that the arrangement will not violate any applicable law or the Code of Conduct, that the necessary identification procedures etc. stated in clause 2 have been duly complied with in respect of the addressee and that you will promptly on our demand pay any amount that has not been paid by the addressee on the due date. Even if someone other than you is the addressee of our invoice, no client relationship between such addressee and us will exist and the client relationship between you and us will not cease in any way. Hence, you will continue to be fully liable for all payments with respect to our assignment.

9 TERMINATION OF ASSIGNMENT, ETC.

- 9.1 You may terminate our assignment at any time by requesting us to cease acting for you. If you do so, you must still pay our fees for services provided and expenses incurred by us prior to the date of termination.
- 9.2 Among others, applicable laws and the Code of Conduct set out circumstances that allow or require us to decline or withdraw from an assignment. This could be the case for example in the event of inadequate client identification, suspicions of money laundering or terrorism financing, conflicts of interest, failure to make payments of our fees and expenses (including advance payments), failure to supply adequate instructions or when confidence and trust no longer exist between us. If we decide to terminate our assignment you must still pay our fees for services provided and expenses incurred by us prior to the date of termination.
- 9.3 With regard to conflicts of interest, we are normally prohibited from representing a party if there is a conflict of interest with another client. Therefore, we will conduct a conflict of interest check before accepting an assignment. Despite such a check, information may later become known to us or circumstances may arise that preclude us from representing you in an ongoing or future matter and lead to a situation where we must withdraw from the assignment.

10 COMPLAINTS AND CLAIMS

- 10.1 Any claim relating to any services rendered by CMS Wistrand should be made in writing to either CMS Wistrand Advokatbyrå Stockholm KB, attn. Managing Partner, Box 7543, 103 93 Stockholm, Sweden, or to CMS Wistrand Advokatbyrå Göteborg KB, attn. Managing Partner, Box 11920, 404 39 Gothenburg, Sweden, as soon as you have become aware of the circumstances giving rise to the claim. A claim must be accompanied by a written account of our alleged fault, negligence or breach of contract and the expected loss or damage. No claim may be made more than three months after the date the relevant circumstances were known to you or could have become known to you after reasonable enquiries. If a claim is not made within the time stipulated above, you lose the right to present the claim and to seek any compensation from CMS Wistrand.
- 10.2 If your claim is based on a claim against you by any authority or other third party, we and/or our insurance providers shall be entitled to defend against, settle and discharge such claim on your behalf provided that we keep you indemnified (subject to the limitations of liability set out in these general terms and conditions). If you defend against, settle, discharge or otherwise take any action in relation to any such claim without our consent we will not have any responsibility or liability for the claim.
- 10.3 If we or our insurance providers compensate you in respect of a claim against us, you shall, as a condition for such compensation, transfer any right of recourse that you may have against third parties to us or our insurance providers by way of subrogation or assignment.

11 LIMITATION OF LIABILITY

- 11.1 Our liability for any loss or damage suffered by you as a result of our fault, and/or negligence when carrying out the assignment, shall be limited to an amount per assignment of SEK fifty (50) million or, if our fees for the assignment are less than SEK one (1) million, SEK five (5) million. Your remedy is limited to damages. A price reduction or any other remedy is not available in addition to damages. Neither can we accept any obligation to pay penalties.
- 11.2 The limitation of our liability to the amount specified in clause 11.1 applies also to multiple losses or damages if they have been caused by a single act or omission or the same type of act or omission. This applies regardless of when the loss or damage was caused or incurred.
- 11.3 Our liability for any loss or damage shall be reduced by the amount which may be obtained by you under any insurance maintained by you (or for you) or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to the agreement with such insurance provider or other third party or your rights against such insurance provider or other third party will be materially prejudiced thereby.
- 11.4 We shall not be liable for any loss or damage suffered as a result of the use by you of our work results or advice in any context or for any purpose other than for which it was given. Except as provided in clause 11.10, we shall have no liability for any loss or damage suffered by a third party due to our advice or the results of our work.
- 11.5 We shall not be liable for any loss of profit, loss of production or any other indirect damage or indirect loss, consequential damage or consequential loss or similar.

11.6 We shall not be liable for any loss or damage suffered as a result of incorrect or incomplete information provided by you or incorrect or incomplete information or advice provided by others on your behalf or by any other advisers (including by professionals involved in the assignment).

11.7 As stipulated in clause 3.11, CMS Wistrand will not provide tax advice unless it has been expressly agreed in writing within the scope of a specific assignment. If we are engaged to provide tax advice, our liability for any loss or damage suffered by you as a result of our fault or negligence shall not include any taxes which you are to pay unless, at the time the advice was given, it was clear that you could have achieved your goals by using an alternative structure or method without additional costs or risk and thereby could have avoided payment of such tax entirely.

11.8 We cannot be held liable for any loss or damage suffered by you as a consequence of our compliance with obligations pursuant to laws or other regulations that apply to us, including the Code of Conduct, and including our reasonable actions to fulfil such obligations.

11.9 We shall not be liable for any loss or damage suffered as a result of events beyond our control. In addition, we accept no responsibility or liability for any failure to meet any agreed target date(s) or for any failure to complete any part of the work for you within proposed time frames.

11.10 If we, at your request, agree that a third party may rely on the results of our work or our advice, this shall not increase or otherwise affect our liability. We will only be liable to such third party to the extent we would have been liable to you. Any amount payable to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such third party is assumed by the fact that we agree that such third party may rely on our advice or the results of our work. The aforesaid applies also if we, at your request, issue certificates, opinions or similar to a third party.

12 PROFESSIONAL LIABILITY INSURANCE

We maintain professional liability insurance in addition to the Swedish Bar Association's compulsory liability insurance. We are not obliged to disclose the amount of the insurance cover.

13 PERSONAL DATA

CMS Wistrand is the controller of the personal data we receive in connection with an assignment or assignment request. The personal data may be supplemented by us collecting data from private or public registers or other external sources. The personal data is i.a. processed when we evaluate whether or not we are able to accept the assignment and for the purposes of administrating and carrying out the assignment. CMS Wistrand may share client data, including personal data, with other CMS Member Firms for centralised administration and for conducting legally required checks. To the extent the client data includes personal data, CMS Wistrand shall observe and comply with applicable data protection legislation. In some instances, when sharing personal data with other CMS Member Firms, CMS Wistrand may act as a joint controller with other CMS Member Firms. Insofar as CMS Wistrand is acting as a joint controller with other CMS Member Firms, CMS Wistrand shall be the main point of contact for data subjects whose personal data is gathered by CMS Wistrand and shall continue to comply with all applicable data protection legislation, working together with all other CMS Member Firms. In addition, the personal data may be processed for other purposes,

e.g. complying with statutory obligations and/or the Code of Conduct as described in clause 2, or complying with decisions of courts and other authorities. In general, we need to process personal data related to your employees, representatives and beneficial owners for the purposes mentioned. Personal data may be transferred to a third party and may also be transferred to a country outside the EU/EES. For further information, see our privacy policy at our [website](#).

14 DOCUMENT RETENTION

- 14.1 After the completion or termination of an assignment, we will (at our premises or with a third party and in physical or electronic form) store relevant documents and relevant results of our work accumulated or generated in connection with the assignment. The documents and results of our work will be stored for the period of time we deem adequate for the specific type of assignment involved, but not for a period shorter than that required by the rules of the Swedish Bar Association.
- 14.2 Since we are under an obligation to retain relevant documents and relevant work results in connection with the assignment, we cannot meet a request to return (without keeping a copy) or destroy a document or work result prior to the expiry of the relevant retention period.
- 14.3 Unless specifically agreed, we are not obliged to store your original documents. We may therefore return any original documents to you in connection with the completion or termination of the assignment. We may however keep a copy of those original documents in our files.

15 INVALIDITY OF PROVISIONS

In the event that a provision of these general terms and conditions, or any part thereof, is held to be invalid or unenforceable, any such provision shall to the extent possible be made valid and enforceable and shall otherwise be given such meaning that is required for establishing the same effect as the invalid or unenforceable provision (or the part thereof).

16 MISCELLANEOUS

- 16.1 These general terms and conditions may be amended by us from time to time. The current version is published on our [website](#). Amendments will become effective only in relation to assignments initiated after the amended version was published on our website.
- 16.2 If a written assignment confirmation has been sent to you in respect of a specific assignment, the terms of the written assignment confirmation shall prevail if and to the extent there is any inconsistency between these general terms and conditions and the terms of such assignment confirmation. The terms of the written assignment confirmation will however only apply to the specific assignment, unless otherwise agreed in the written assignment confirmation or specifically agreed in writing.
- 16.3 None of your rights or obligations under these general terms and conditions, or under any other agreement between us, may be assigned or transferred to any other person or legal entity without our prior written consent.

- 16.4 These general terms and conditions are produced in the Swedish and English languages. For clients with domicile in Sweden, the Swedish language version shall prevail. The English language version shall prevail for all other clients. English terms and words used in these general terms and conditions shall be construed in accordance with Swedish legal tradition and legislation, and not in accordance with the legal tradition or legislation of any other country or jurisdiction.

17 GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1 These general terms and conditions (including the arbitration clause in this clause 17), any assignment confirmation, our assignment, our services and any issue or question arising thereunder shall be governed by and construed in accordance with substantive Swedish law, without application of any conflict of law rules.
- 17.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any assignment confirmation, our assignment or our services 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. The language to be used in the arbitral proceedings shall be English.
- 17.3 Arbitral proceedings initiated with reference to clause 17.2, and 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, are subject to confidentiality and may not be disclosed by a party to any third party without the express consent of the other party. A party shall, however, not be prevented from disclosing such information to its insurance providers or in order to preserve its rights against the other party or its insurance providers, or if the party is required to disclose information pursuant to any law, regulation, authority decision, any stock exchange (organized market) contract or similar.
- 17.4 Clients that are consumers may under certain circumstance turn to the Swedish Bar Association Consumer Disputes Committee to have fee disputes and other financial claims against us tried. For further information, visit www.advokatsamfundet.se/konsumenttvistnamnden.
- 17.5 Notwithstanding what is set out in this clause 17, we shall be entitled to commence proceedings for the payment of any amount due and payable by you in any court with jurisdiction over you or any of your assets.