



General Terms and Conditions of Owl Advokat AB (Ed. 2025:2). These terms and conditions apply to all services provided by Owl Advokat AB (the “Law Firm” or “we”) to its clients. The Swedish Bar Association’s Code of Professional Conduct shall also apply to the Law Firm’s services. By entering into an agreement with the Law Firm, you shall be deemed to have accepted these general terms and conditions.

1. The Engagement

1.1 At the commencement of an engagement, we will generally agree upon the scope of our services. The scope may thereafter be amended, expanded, or reduced. Where required under applicable bar association regulations, we will provide you with written confirmation of the scope of the engagement.

1.2 Advokat Carl-Magnus Uggla shall be the client relationship partner and will bear overall responsibility for the services we provide to you.

1.3 The agreement concerning the engagement is entered into with the relevant legal entity within the Law Firm and not with any individual person affiliated with the Law Firm. This shall apply even where it is your express or implied intention that the work be performed by one or more specific individuals. All individuals working for the Law Firm are subject to these terms and shall under no circumstances incur any personal liability to you, unless otherwise required by mandatory law.

1.4 For the purposes of these terms and conditions, all aspects and issues within a transaction or business arrangement shall be deemed to constitute a single engagement, even where multiple legal or natural persons are involved, multiple areas of law are addressed, several separate invoices are issued, or we represent multiple legal and/or natural persons.

1.5 External advisers shall be engaged only upon the express agreement of the client. See Section 9.

2. Fees and Expenses

2.1 Our fees shall at all times conform to the rules issued by the Swedish Bar Association. Unless otherwise agreed, our fees shall be determined on the basis of a number of factors, including: (i) the time spent, (ii) the skill and experience required by the engagement, (iii) the value at stake in the matter, (iv) any risks assumed by the Law Firm, (v) time constraints, and (vi) the outcome achieved.

2.2 Upon your request, we will provide an estimate of our fees at the outset of the engagement. Such estimate shall be non-binding unless expressly agreed otherwise. Depending on the nature of the matter, we may in exceptional cases agree to a binding budget or other fee arrangement. All fee amounts are stated exclusive of value-added tax and similar taxes, which shall be charged in accordance with applicable law.

2.3 In addition to our fees, costs for travel and other disbursements may be charged. We typically cover limited expenses on your behalf and invoice them subsequently; however, we may also request an advance for such expenses or forward the relevant invoice to you for direct payment. Value-added tax on reimbursed expenses shall be charged in accordance with applicable law.

3. Invoicing

3.1 Unless otherwise agreed, we normally invoice on a monthly basis by sending invoices via email or regular post. Certain types of engagements may be more appropriately invoiced upon completion of a phase or upon completion of the entire engagement. Upon your request, we may provide periodic updates regarding accrued fees.

3.2 Should you wish for us to invoice you through your own or a third party's invoicing system, this must be agreed upon separately prior to the commencement of our engagement, and additional costs may apply. If we agree to invoice via your or a third party's invoicing system, we shall bear no liability for any loss or disclosure of invoice information following the transfer of such information to said system.

3.3 Instead of invoicing for work performed during a given period, we may issue a provisional invoice "on account" of our fees. In such cases, the final invoice for the engagement will specify the total amount of our fees, with any previously paid "on account" amount deducted therefrom.

3.4 In certain cases, we will request an advance payment prior to commencing our engagement. Such advance will be applied toward future invoices. The total amount of our fees for the engagement may exceed or fall below the amount of the advance.

3.5 Unless otherwise agreed, our invoices are due for payment fifteen (15) days from the invoice date. Each invoice will indicate the applicable due date. In the event of late payment, default interest will be charged on the outstanding amount from the due date until payment is received, in accordance with applicable law.

3.6 Our invoices for work performed will be addressed to you in your capacity as client. We are generally unable to accommodate requests to issue invoices to any other party.

4. Reporting to Tax Authorities, etc.

4.1 We are legally obligated, in certain cases, to provide information to the relevant tax authorities regarding your VAT registration number and the value of the services we have provided to you. By engaging the Law Firm, you are deemed to have consented to us providing such information to the tax authorities in accordance with applicable regulations.

4.2 Pursuant to Council Directive (EU) 2018/822 ("DAC6") and national legislation implementing DAC6, advisers are required to report certain cross-border reportable arrangements to the relevant tax authorities. Due to the statutory duty of confidentiality imposed on lawyers, we are prohibited from reporting such arrangements without an explicit instruction from you. If you do not instruct us to report the arrangement, you are responsible for ensuring that it is reported by

you or your other advisers to the relevant tax authorities. We are also prohibited, due to our confidentiality obligations, from informing your other advisers of their reporting obligations. This responsibility therefore lies with the client.

5. Client Identification (KYC)

5.1 New clients may be asked for references, and we reserve the right to decline clients and assignments.

5.2 Under the law, we are required, for certain engagements, to verify our clients' identity and ownership structure, as well as to inquire into the nature and purpose of the matter before commencing the engagement. As such, we may request identification documents concerning you and any other person involved in the engagement on your behalf, and, for a legal entity, the natural persons who ultimately control it (beneficial owners), as well as information and documentation regarding the source of funds and other assets. We are also obligated to verify the information provided to us, and for this purpose, we may obtain information from external sources. All information and documentation collected in connection with these checks must be retained by us.

5.3 Our commitment to undertake an engagement is contingent upon it being permissible under applicable laws and regulations (including laws and regulations concerning economic or financial sanctions). Should it become apparent during the course of an engagement that the execution of the engagement would contravene applicable laws or regulations, that our client and/or its owners are subject to sanctions, or that the engagement is affected by sanctions, we may be required to terminate the engagement.

5.4 We are legally obligated to report suspicions of money laundering or terrorist financing to the Financial Police and/or the equivalent authority in another country. We are also prohibited from informing you that suspicions exist or that a report has been or may be made to the Financial Police or the equivalent authority. In cases where there are suspicions of money laundering or terrorist financing, we are required to decline or terminate the engagement.

5.5 We shall not be liable for any harm caused directly or indirectly to you as a result of our compliance with the obligations imposed on us under Sections 5.3 and 5.4.

6. Personal Data

We are the data controllers for personal data provided and collected in connection with the engagement or otherwise registered in preparation for or administration of an engagement. All processing of personal data at our offices is carried out in accordance with applicable data protection legislation. For more information on how we process personal data, please refer to the "Information about Owl Advokat AB's Personal Data Processing" on www.owl-law.se.

7. Legal Advice

7.1 Our advice is tailored to the circumstances of the specific engagement, the facts presented to us, and the instructions you provide. Therefore, you may not rely on our advice in any other context or for any purpose other than the one for which it was given. Our advice covers only legal matters within the specific engagement. The engagement may be limited to certain areas of law, such as, for example, income tax. If such a limitation has been made, we do not assume responsibility for other legal issues or consequences. To the extent that we provide mathematical calculations or express opinions or considerations on matters other than legal issues, we do not accept any responsibility for the consequences that may arise from such matters.

7.2 We can only provide advice on the legal situation in Sweden. Based on our general experience, we may express opinions on legal issues in other jurisdictions; however, such opinions do not constitute advice on which you are entitled to rely. We are, however, happy to assist you in obtaining advice from lawyers in other jurisdictions.

7.3 The advice we provide to you in an engagement is based on the legal situation at the time the advice is given. Unless otherwise specifically agreed, we do not undertake to update the advice we have given in light of subsequent changes to the legal situation.

7.4 Our advice never constitutes a guarantee of a specific outcome. Authorities and courts may make different legal assessments than those we have provided.

8. Limitation of Liability and Insurance

8.1 Our liability for damage caused to you due to error, negligence, or breach of contract on our part is limited to 30 million SEK or, if our fee for the engagement is less than 1 million SEK, 5 million SEK. Price reductions or other penalties cannot be applied in addition to damages, and we do not accept any obligation to pay penalties.

8.2 The limitation of our liability to the amounts specified in Section 8.1 also applies to multiple damages if such damages were caused by a single act or omission, or by acts or omissions of the same type. This applies regardless of when the damages were caused or arose.

8.3 Our liability to you is limited to the damage you suffer. This means that liability shall be reduced by any amounts recoverable under any insurance policy you have taken out, or that has been taken out for you, or under any contract or indemnity agreement where you are a party or beneficiary.

8.4 Except as provided in Section 8.7, we do not accept any liability to third parties for your use of documents or other advice provided by the Law Firm.

8.5 Unless otherwise specifically agreed, we will not be responsible for ensuring that deadlines are met or for any part of the work on your behalf not being completed within the proposed timeframes. Notwithstanding this, we will not be liable for any damage or delay arising from circumstances beyond our control.

8.6 If we have undertaken to provide advice on tax matters or potential tax consequences, our liability for errors or omissions does not cover taxes you are required to pay, unless at the time of our advice it was clear that you could have achieved your commercial objectives by using an alternative structure or method without additional cost or risk, thereby entirely avoiding the payment of those taxes. If the engagement has not explicitly included advice on tax matters or potential tax consequences, we are not responsible for any damage arising from you being, or risking being, subject to tax or tax surcharges as a result of the services we have provided.

8.7 If, at your request, we agree that a third party may rely on a document prepared by us or advice given by us, this will not increase or otherwise affect our liability, and we will only be liable to such third party to the extent we are liable to you. Any amounts paid to third parties as a result of this liability shall proportionately reduce our liability to you and vice versa. If it is specifically agreed that a third party may rely on a document prepared by us or advice we have provided, no client relationship shall exist between us and that third party. The same applies in cases where we issue certificates, opinions, or similar to third parties at your request.

8.8 Notwithstanding the other provisions of this section (Section 8), the Law Firm is liable to you for damages caused by intent.

8.9 Owl Advokat AB maintains professional liability insurance in addition to the mandatory insurance required by the Swedish Bar Association. Upon request, we can provide a certificate from our insurance broker confirming that the insurance coverage is market-standard.

9. Collaboration with Other Advisors

9.1 We have an extensive network of other advisors in Sweden and abroad and are happy to assist you in finding and instructing other advisors on specific matters.

9.2 If we instruct, engage, and/or work together with other advisors, these advisors shall be considered independent of us, and we do not assume any responsibility for having recommended them to you or for the advice they provide, unless we specifically agree otherwise. This applies regardless of whether the advisor has given advice directly to you or through us. This does not change by the fact that we may invoice an external advisor's work. We are also not responsible for the fees or costs charged by such advisors, whether these are paid by us and invoiced to you as disbursements or forwarded to you for payment. Instructions to engage advisors include the authority to accept a limitation of liability on your behalf to apply between you and such an advisor.

9.3 When we instruct other advisors, we can, at your request, obtain fee quotes from them and/or agree on fees with them. Although we may assist you in discussions with other advisors, we do not assume responsibility for such quotes and/or agreements.

9.4 If another advisor's liability to you is more limited than our liability, any potential liability we have to you due to our joint liability with the other advisor shall be reduced by the compensation we could have recovered from the advisor had their liability to you not been limited in such a manner (regardless of whether the other advisor would have been able to pay the compensation to us).

10. Insider Register

10.1 If you are an issuer subject to the obligation to establish an insider register pursuant to Article 18 of the EU Market Abuse Regulation (596/2014/EU) and we, through our assignment, gain access to insider information regarding you or your financial instruments, we will, provided that we are notified as specified below, establish an insider register of those employees of the law firm who have access to such insider information. By engaging the law firm, you are deemed to have consented to immediately notify us, in applicable cases, as soon as you assess that certain information we have access to constitutes insider information with respect to your issued financial instruments or related financial derivatives.

10.2 Unless otherwise agreed, we will not, in any situation other than as specified in 10.1, maintain a register of the employees of the law firm who have access to certain information regarding an assignment for you.

10.3 Our register will not include information about other individuals with access to insider information except for those individuals employed by the law firm.

11. Communication and IT Services

11.1 We communicate with our clients and other parties involved in the assignment through various means, such as the internet, email, and video calls. This may involve risks for which we assume no responsibility.

11.2 Our spam and virus filters, as well as other security arrangements, may occasionally reject or filter out legitimate emails. Therefore, you should follow up on important emails via phone.

11.3 In order to streamline our work processes, we may use internal and external IT services (such as document management systems, process and analysis tools, collaboration platforms, e-signature services, and virtual data rooms). While we take reasonable measures to ensure that we and the providers supplying such IT services to us maintain a high level of information security and availability, there are no guarantees that the services are risk-free. Therefore, we assume no responsibility for any damage arising from the use of these services.

12. Intellectual Property Rights and Confidentiality

12.1 The copyright and other intellectual property rights to the documents and work products we generate for our clients belong to us. You are only entitled to use the results for the purposes for which they are provided. Unless otherwise specifically agreed or required by applicable law, documents or other work products generated by us may not be publicly disseminated or used for marketing purposes, etc.

12.2 We protect the information you provide to us appropriately and in accordance with applicable rules of good legal practice.

12.3 If you permit us to engage or collaborate with other advisors in the assignment, we have the right to disclose materials and other information that we deem relevant for those advisors to provide advice to or perform services for you. The same applies to materials and other information that we have obtained as a result of the checks and verifications we performed according to Section 5.2.

12.4 Once a particular assignment has become publicly known, we may inform about our assignment for you in our marketing materials and on our website. Such information may, in addition to our role in the assignment, only contain information that has already become public knowledge.

12.5 We may provide information that we have acted as advisors to you to recognized ranking institutions such as, for example, Chambers Global, Chambers Europe, Chambers HNW, ITR/World Tax, Legal 500, Lexology Index (formerly Who's Who Legal). However, the content of the assignment will not be disclosed without your consent.

13. Conflict of Interest

We may be prevented from representing a party if there is a conflict of interest with another client. Therefore, we conduct a check to determine whether a conflict of interest exists in accordance with applicable rules of good legal practice before we undertake an assignment. Despite such checks, circumstances may arise that prevent us from representing you in an ongoing or future assignment. Should this occur, we will make every effort to treat our clients fairly, considering applicable rules of good legal practice. In light of the foregoing, it is important that you provide us with the information that you deem relevant to determine whether an actual or potential conflict of interest exists, both before and during the assignment.

14. Handling of Documents

14.1 During the course of an assignment, we may store documents and work products that have been produced by us, you, or a third party, electronically, to facilitate access to necessary information.

14.2 When an assignment is completed or otherwise terminates, we will retain and/or store (either digitally or in paper form) relevant documents and work products generated in the course of an assignment for as long as we consider appropriate for the specific type of assignment, but not for less time than required by the rules of the relevant bar association. This means that we cannot accommodate a request to return or destroy a document or record before the retention period has expired, without retaining a copy. Once the retention period for the assignment has expired, we reserve the right to destroy the documents and records without notifying you.

14.3 Unless otherwise agreed, original documents will be returned to you when an assignment is concluded. If we send valuable documents at your request, it is done at your risk. We will retain copies of these documents for our own archive.

15. Procedure for Complaints and Claims Against Us

15.1 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 must notify us as soon as possible.

15.2 Claims related to advice must be made as soon as you become aware of the circumstances on which the claim is based. Claims must be made no later than 30 days after the date on which the relevant circumstances were known to you or, after reasonable investigation, could have become known to you. If a claim is not made within such time, you lose the right to assert the claim. Under no circumstances can a claim be made later than ten years after the advice on which the claim is based was provided.

15.3 If your claim against us is based on claims from a third party, tax authority, or another authority against you, we have the right to respond, settle, and resolve the claim on your behalf, provided that we hold you harmless. If you settle, reach an agreement, or otherwise take action regarding such a claim without our consent, we will not be liable for the claim.

15.4 If we or our insurers make a payment to you in connection with your claim, you, as a condition for the payment, must transfer any right to recover from third parties to us or our insurers through assignment or subrogation.

16. Amendments

These terms may be amended by us from time to time. The latest version is always available on our website, www.owl-law.se. Amendments to the terms will apply only to assignments that are commenced after the amended version has been posted on our website or sent to the client via email or regular mail.

17. Different Language Versions

These terms have been prepared in both Swedish and English. For clients domiciled in Sweden, the Swedish version shall apply. For all other clients, the English version shall apply. English legal terms used in the terms and conditions shall be interpreted solely in accordance with Swedish legal tradition and legislation, and not in accordance with the legal tradition or legislation of any other country.

18. Applicable Law and Jurisdiction, etc.

18.1 These terms and all matters related to them, as well as any matters concerning our assignments and services for you, shall be governed by and interpreted in accordance with Swedish substantive law.

18.2 With the exception of what is stated in Section 18.4, any dispute, disagreement, or claim arising from or related to these terms, violations of the terms, termination or invalidity of the terms, any special terms for the assignment, or any matters concerning our assignments and

services for you shall be finally settled through arbitration under the Arbitration Rules of the Stockholm Chamber of Commerce Arbitration Institute. If we deem it appropriate, simplified rules will be applied. The seat of arbitration shall be Stockholm, Sweden.

18.3 Arbitration initiated under Section 18.2 shall be confidential. This confidentiality includes, but is not limited to, the initiation of the arbitration, all information revealed during the proceedings, as well as any decision or award rendered as a result of the proceedings. However, a party shall not be prevented from disclosing such confidential information if (i) it is necessary to maintain or assert its rights in relation to the other party or an insurer, or (ii) the party is required to disclose the information pursuant to mandatory law, stock exchange regulations, or similar, or (iii) the disclosure of the information has been approved in writing by the other party in advance.

18.4 Clients who are consumers may, under certain circumstances, refer disputes regarding fees and other economic claims against us to the Consumer Dispute Committee of the Swedish Bar Association. For further information, see www.advokatsamfundet.se/Konsumenttvistnamnden.

18.5 Notwithstanding the provisions of Section 18, we have the right to bring a claim against you for overdue debts in courts that have jurisdiction over you or any of your assets. We also have the right to contact the Swedish Enforcement Authority or the equivalent authority in another jurisdiction, or to use other collection measures.

18.6 The rules regarding the confidentiality of lawyers include exceptions for, among other things, a lawyer's collection of their own fee claims. Non-payment may therefore result in information that would otherwise be confidential becoming public. Collection measures cannot be taken without your relationship with OWL Advokat AB becoming known.