



GENERAL TERMS AND CONDITIONS

MM Law

2025:1

1. APPLICATION

- 1.1. Unless otherwise agreed with you, our client (“*you*”, “*your*”, or “*the Client*”), these general terms and conditions (“*GTC*”) apply to all services, advice, and deliverables provided to you by MM Law Advokatbyrå AB, reg. no. 559509-2312 (“*MM Law*”, “*we*”, “*us*” or “*our*”).
- 1.2. The Code of Conduct established by the Swedish Bar Association (Sw: *Sveriges advokatsamfund*) (the “*Code of Conduct*”) applies to all services provided by us.
- 1.3. By entering into an Engagement (as defined below) with MM Law, you are deemed to have accepted these GTC.

2. SCOPE OF ENGAGEMENT

- 2.1. We will perform the services and supply the deliverables specifically agreed with you, the Client, such agreement being concluded either in the form of a written engagement letter, by your written instructions to us via email, or by other means of written confirmation between you and us (the “*Engagement*”).
- 2.2. Before accepting a specific Engagement, we apply internal procedures to ensure that no conflict of interest exists in relation to our acceptance of the Engagement.
- 2.3. Material extensions to the initially agreed scope of Engagement may be subject to separate conflicts check. Consequently, our ability to advise on, for example, a contractual or transactional matter does not imply that we would be free and available to undertake a litigation engagement relating to the same subject matter.

3. SCOPE OF LEGAL ADVICE

- 3.1. Our advice is tailored to the specific circumstances of each Engagement, the facts presented to us, and the

instructions you provide. Accordingly, you may not rely on our advice in any other context or use it for purposes other than those for which it was specifically provided.

- 3.2. Our advice in a specific Engagement does not cover tax matters or potential tax consequences, nor does it cover any matters in jurisdictions other than Sweden. Our advice is strictly limited to legal issues within the scope of the specific Engagement. To the extent we provide calculations or express views or considerations on matters beyond legal issues, we accept no liability for any consequences resulting from such advice.
- 3.3. If we deem it appropriate, we may subcontract outside expert lawyers to ensure that our advice in a specific Engagement is delivered with the required level of specialized legal expertise, provided that we shall remain liable to you for any such external advice that is integrated into our services or deliverables, and that we shall be directly responsible for settling any fees and costs incurred by those outside expert lawyers.
- 3.4. The advice we provide in an Engagement is based on the legal position at the time it is given. Unless specifically agreed otherwise, we do not update our advice to reflect any subsequent changes in the legal position.
- 3.5. Our advice does not constitute a guarantee of any specific outcome or result.

4. BENEFICIARY OF SERVICES; ETC.

- 4.1. The services provided under the Engagement are provided for the sole use of the Client. We shall have no liability to any party other than the Client for the services provided by us unless we have agreed in writing that such other party may rely on our services, subject to terms and conditions determined by us in our sole discretion. Any materials or written advice provided by us may only be disclosed or shared with any other party only upon our prior written consent.

- 4.2. Your relationship is with MM Law alone and not with any other entity or individual affiliated with or employed by MM Law, even if you expressly or implicitly intend for specific individual(s) or entities to perform any services. Accordingly, no party other than MM Law shall have any liability for any services or advice provided.

5. FEES AND EXPENSES

- 5.1. Our fees will be determined in accordance with the rules of the Code of Conduct. Unless otherwise agreed, our fees are based on a number of factors such as: (i) time spent; (ii) skills and experience required; (iii) sums of money involved; (iv) risks assumed (if any); (v) time constraints and/or urgency of the matter; and (vi) result achieved.
- 5.2. Upon request, we will provide you with a fee estimate at the start of an Engagement. Depending on the nature of the Engagement, we may also agree on a budget or alternative fee arrangement. All such fees are exclusive of value added tax, sales tax, and similar taxes; where required, such taxes will be charged at the applicable statutory rate in Sweden from time to time.
- 5.3. In addition to our fees, we may charge costs and expenses incurred by us in connection with our services. We normally pay limited expenses on your behalf and charge them in arrears, but we may also request an advance to cover such costs or expenses or forward the relevant invoice to you for payment. Where required, value added tax on costs and expenses will be charged at the applicable statutory rate in Sweden from time to time.

6. INVOICING

- 6.1. Unless otherwise agreed, we may issue invoices on a monthly basis and send them via email. In certain cases, we may request advance payments, which will be applied to settle future invoices, or retainer fees.
- 6.2. Our invoices for work performed will be issued addressed to the Client.
- 6.3. If we agree to issue invoices through your invoicing system or that of a third party, we cannot be held liable for any loss of information or unauthorized dissemination of information in the invoices once the information has been transferred to the system.
- 6.4. Unless otherwise agreed, invoices fall due 15 days after the invoice date. Each invoice will specify its due date. In the event of non-payment, interest on

arrears will accrue from the due date until payment is received in accordance with applicable Swedish law.

7. PROCESSING OF PERSONAL DATA; ANTI-MONEY LAUNDERING MEASURES

- 7.1. While performing services for our clients, we will process certain personal data. All such processing is carried out in accordance with applicable data protection legislation.
- 7.2. We are legally required to verify the identity of our clients and, where relevant, their ownership structure. Additionally, we must seek information about the matter at hand and, in certain cases, the origin of funds and other assets before commencing our work. By engaging our services, you agree to provide us with any evidence we may request to establish your identity, your ownership structure, information about the matter, and the origin of funds or assets, as applicable, and to promptly inform us of any changes to the information you have provided to us. All such requirements shall be fulfilled in accordance with our internal procedures and applicable Swedish law.
- 7.3. Furthermore, we are legally required to report any suspicion of money laundering or terrorism financing to the relevant authorities. We are not permitted to inform you if such a suspicion arises or if we have made, or are considering making, a report to the authorities. In the case of any suspicion of money laundering or terrorism financing we are required to decline or withdraw from the Engagement.
- 7.4. We do not accept liability for any loss or damage directly or indirectly arising from our compliance with the duties outlined above, as we understand them.

8. COMMUNICATION; USE OF DIGITAL TOOLS; IT SOLUTIONS

- 8.1. We communicate with you and other parties involved in Engagements through various means, including the internet, email, and third-party communication and video platforms. While these are effective means of communication, they may involve risks for which we cannot accept any responsibility. By engaging our services, you agree to the use of all such means of communication. Should you prefer that we refrain from using a certain means of communication in an Engagement, please notify your client relationship partner.
- 8.2. Our spam and virus filters, as well as security arrangements, may occasionally reject or filter out

legitimate emails. Accordingly, you are advised to follow up important emails by telephone.

- 8.3. During the course of the Engagement, we may use both internal and external IT services and tools, including document management systems, collaboration platforms, e-signature services, and virtual data rooms. By engaging our services, you agree to the use of such services and tools.
- 8.4. While we endeavor to ensure the reliability and security of third-party tools used in our practice, we do not guarantee their performance, compatibility, or security. We accept no liability for any loss of data, interruptions, or other damage or loss arising from the use, performance, or malfunction of any third-party software or digital services utilized in connection with our operations.

9. MARKET ABUSE REGULATION; REPORTING TO TAX AUTHORITIES; ETC.

- 9.1. We expect you to notify us if you wish for us, on your behalf, to establish, update, or provide an insider register to fulfill your obligations under EU law, Market Abuse Regulation (EU) No 596/2014, and its associated delegated regulations and implementing regulations.
- 9.2. In certain cases, we are legally obliged to provide information to the relevant tax authorities about your VAT registration number and the value of the services we have provided to you. By engaging MM Law, you consent to us providing such information to the tax authorities in accordance with applicable regulations.
- 9.3. Under Council Directive (EU) 2018/822 (“DAC6”) and national legislation implementing DAC6, advisers are required to report cross-border reportable arrangements to the relevant tax authorities. The statutory duty of confidentiality applicable to members of the Swedish Bar Association (*advokater*) prevents us, however, from reporting such arrangements unless you expressly instruct us to do so. 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.

10. INTELLECTUAL PROPERTY RIGHTS

Copyright and other intellectual property rights in the work results we generate for you belong to us, but you are entitled to use the work results for the purposes for which they were provided. Unless specifically agreed otherwise, no document or other work result

generated by us may be publicly distributed or used for promotional purposes.

11. CONFIDENTIALITY

- 11.1. All information received by us in connection with an Engagement is subject to a statutory duty of confidentiality. We will protect the information you disclose to us in an appropriate manner and in accordance with the applicable rules of conduct as stipulated in the Code of Conduct.
- 11.2. Where we agree to carry out an Engagement for more than one client, we have the right to disclose information received from one client to other clients involved in the same Engagement. If we engage, consult, or liaise with other advisers or professionals in the course of an Engagement, we may share with them all information we consider relevant to enable them to advise or carry out their work for you.
- 11.3. Unless instructed otherwise, once the Engagement is completed, we may disclose in our publicity materials and on our website that we have acted for you in connection therewith, provided, however, that if the Engagement relates to a specific transaction, such disclosure may be made upon the earlier of the transaction’s completion or the public announcement by you, your affiliates, or the target company of the execution of binding agreements related thereto. Any disclosure made by us under this clause 11.3 may only contain details that are already in the public domain or otherwise approved by you. If we have reason to believe that you may be concerned about our disclosure, we will seek your consent before proceeding.

12. LIABILITY AND LIMITATION OF LIABILITY

- 12.1. In addition to the provisions of these GTC regarding the scope of our Engagement and specific limitations of liability, the following terms in this clause 12 shall apply with respect to the Engagement.
- 12.2. Our aggregate liability for any loss or damage caused to or incurred by you due to negligence or breach of contract on our part is limited to fifty million Swedish kronor per Engagement. If our fee for the Engagement is less than one million Swedish kronor, the liability cap is reduced to five million Swedish kronor. No reduction of our fees or other remedies will be available, and we accept no liability for penalties or liquidated damages.
- 12.3. The limitation of our liability to the amounts specified in clause 12.2 also applies to multiple instances of loss or damage arising from a single act or omission

or from similar acts or omissions. This applies regardless of when the loss or damage was caused or incurred.

- 12.4. We do not render advice on tax-related matters. Accordingly, we are not liable for any loss caused to or incurred by you as a result of you being subject to, or at risk of being subject to, any tax, tax surcharges, or other related costs arising as a consequence of the services we provide.
- 12.5. Our liability to you is limited to the loss or damage you incur. This means, without limitation, that our liability will be reduced by any sums recoverable under any insurance maintained by or for you, or under any contract or indemnity to which you are a party or beneficiary, unless such reduction would contravene your agreement with the insurance provider or third party, or prejudice your rights against them.
- 12.6. If, at your request, we agree that a third party may rely on a document produced or advice provided by us, this will not increase or otherwise affect our liability, which will remain limited to the extent of our liability to you. Any sum paid to a third party as a result of that liability will correspondingly reduce our liability to you correspondingly and vice versa. Even if it is separately agreed that a third party may rely on a document produced or advice provided by us, no client relationship will arise between us and that third party. The foregoing also applies where, at your request, we issue certificates, opinions, or similar documents to a third party.
- 12.7. We assume no liability for any loss or damage caused to or incurred by any of your affiliates, owners, agents, employees, contracted partners, subcontractors, or other entities/individuals.
- 12.8. Unless specifically agreed otherwise, we do not accept any liability arising from our failure to meet any target date(s) or to complete any part of work for you within a proposed time frame. Furthermore, we are not liable for any loss, damage, or delay arising due to circumstances beyond our control that we could not reasonably have foreseen at the time of accepting the Engagement and whose consequences we could not reasonably have avoided or mitigated.
- 12.9. Other third-party advisors and professionals that we instruct or engage on your behalf shall be deemed independent of us. Accordingly, we assume no liability for any actions, advice, or omissions of such advisers or professionals.
- 12.10. The limitation of liability under an Engagement or any separate agreement with you applies to the legal

entity MM Law, as well as to any partner or former partner of MM Law and any lawyer or any other person who works or has previously worked for MM Law, or who is engaged or has been engaged by MM Law.

- 12.11. It is expressly stated that any claims for liability are subject to clauses 13 and 16.

13. CLAIMS

- 13.1. We are committed to ensuring your satisfaction with our services and meeting your expectations. If, for any reason, you are dissatisfied or wish to make a complaint, please notify your client relationship partner as soon as possible. At your request, the client relationship partner will investigate your concerns and endeavor to answer any questions you may have.
- 13.2. Notwithstanding the foregoing, any claim relating to any matter on which we have advised you shall be made in writing to both (i) the e-mail address info@mmlaw.se and (ii) our registered postal address as filed with the Swedish Companies Registration Office from time to time, as soon as you have become aware of the relevant circumstances.
- 13.3. No claim may be made more than three months after the date on which the relevant circumstances were known to you or could have been discovered by you through reasonable enquiries. Notwithstanding this, no claim may be made more than twelve months after the issue date of the last invoice for the relevant Engagement under which the claim arises. If a claim is not made within the above time limitations, your right to make such claim is forfeited and deemed waived, unless statutory provisions provide for other non-derogable time limits. Under no circumstances may a claim be made later than ten years after the advice to which it relates was provided.
- 13.4. If you settle, compromise, or otherwise take any action relating to a claim from a third party, tax authority, or other public authority without our prior written consent, we will have no liability for such claim.
- 13.5. If we or our insurers pay compensation to you for any claim, then, as a condition of such payment, you will be required to transfer any existing right of recourse against third parties to us or to our insurers, either by way of assignment or subrogation.

14. TERMINATION OF ENGAGEMENT

- 14.1. Both you and, subject to the Code of Conduct, MM Law, may terminate the Engagement at any time.

For our part, termination may occur, for instance, in the event of inadequate client identification, suspicion of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions, or the loss of confidence or trust. In the case of termination by either party, you must still pay our fees for services provided and expenses incurred up to the date of termination.

- 14.2. Our attorney-client relationship in respect of the Engagement terminates upon the issuance of the final invoice for our services in respect of the Engagement or your termination of the Engagement.

15. AMENDMENTS

These GTC may be amended by us from time to time. Amendments will become effective only in relation to Engagements initiated after you have approved the amended version.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. These GTC and all issues related to them, as well as all advice, services, and deliverables we have provided to you within the scope of an Engagement or otherwise are governed by and shall be construed in accordance with Swedish substantive law, without regard to its conflict of laws principles.
- 16.2. The use of English terms in these GTC is not intended to incorporate any legal standards other than those that would result from a translation of such terms and concepts into Swedish or an interpretation of such terms and concepts under Swedish law.
- 16.3. Except as provided by clause 16.5, any dispute, controversy or claim arising out of or in connection with these GTC, their breach, termination, or invalidity, or any specific conditions governing or concerning any matter on which we have advised or failed to advise you, shall be finally settled by arbitration in accordance with the Rules of the SCC Arbitration Institute. The place of arbitration will be Stockholm, Sweden. Unless otherwise agreed between us, the language to be used in the arbitral proceedings shall be Swedish.
- 16.4. Each party to arbitration under clause 16.3 must maintain strict confidentiality regarding all such proceedings. This undertaking includes, inter alia, the existence of the proceedings, all information disclosed therein, and any decision or award rendered. Notwithstanding the foregoing, this clause 16.4 shall not restrict or prevent disclosure by

a party if and to the extent such disclosure (i) is necessary in order to safeguard its rights towards the other party in connection with the dispute or towards its insurer, (ii) is required by law, stock exchange rules, or similar applicable rules, or (iii) has been approved in writing by the other party in advance.

- 16.5. Notwithstanding clause 16.3, we are entitled to commence and pursue proceedings against you for the payment of any sum due to us in any court with jurisdiction over you or any of your assets.