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Advokatbyrån Gulliksson General Terms and Conditions (2026:1)

1. General

1.1 About Advokatbyrån Gulliksson AB

Advokatbyrån Gulliksson AB, company registration number 556733-5319 (Gulliksson), is a Swedish limited company owned and managed by the firm's partners. For further information about Gulliksson's areas of practice and its staff, please visit the website www.gulliksson.se.

Set out below are Gulliksson's General Terms and Conditions (the Terms), and Gulliksson asks you to read the Terms carefully. Please contact Gulliksson if you have any questions regarding the Terms.

1.2 Applicable rules

The Terms apply to all engagements that Gulliksson undertakes on behalf of its clients. Gulliksson reserves the right to amend the Terms from time to time. Amendments made after the commencement of an engagement shall not apply to the client. The latest version of the Terms is available on Gulliksson's website.

In addition to these Terms, the assignment is carried out in accordance with the Swedish Bar Association's guidelines on good legal practice.

To the extent that the Terms do not regulate a particular matter, SEPAF's general terms and conditions for assignments shall apply to the assignment.

2. Contractual Relationship

2.1 Gulliksson as a contracting party

The contract for the assignment is concluded between the client and Gulliksson and not between the client and individual staff members, regardless of whether there have been expressed or unspoken requests for a specific staff member.

2.2 Multiple clients

If the agreement is concluded with several clients within the scope of the assignment, the clients are jointly and severally liable for the obligations arising from the Terms.

2.3 Change of staff member

Gulliksson may, if circumstances require during the performance of the assignment, replace staff members who commenced the assignment. However, it is Gulliksson's aim to accommodate the client's preferences regarding the choice of staff members to the greatest extent possible.

3. Performance of the assignment, etc.

3.1 Conflict of interest

Before accepting an assignment, Gulliksson verifies, on the basis of the information available, that there is no conflict of interest between Gulliksson or any of Gulliksson's staff and the client or any opposing parties. When assessing whether a conflict of interest exists, Gulliksson shall refer to the Swedish Bar Association's guidelines on good legal practice. If Gulliksson suspects that such a conflict of interest exists, or if, in the light of the circumstances, it is deemed inappropriate, Gulliksson will not accept the assignment. Should Gulliksson, after the commencement of the assignment, become aware of circumstances which would have led Gulliksson not to accept the assignment, Gulliksson may withdraw from the assignment.

Against this background, it is of the utmost importance that the client provides Gulliksson with all information relevant to the above assessment.

3.2 Scope of the assignment

The scope of the assignment and the resources it requires are determined on the basis of the circumstances of the individual case and in consultation with the client, unless otherwise stated in these Terms. The scope and resources may be subject to change during the course of the engagement if Gulliksson deems this necessary. Gulliksson is free to appoint the lawyers and other staff that Gulliksson deems necessary or desirable to ensure that the services are provided in an appropriate manner. By engaging Gulliksson, you grant us – unless you notify us otherwise – the right to take such measures as we deem necessary or desirable to carry out the assignment and, in connection therewith, to invoice reasonable costs.

3.3 Client Responsibility

For every assignment accepted by Gulliksson, a designated client-liaison staff member is appointed who is responsible for the performance of the assignment vis-à-vis the client. Gulliksson reserves the right, during the course of the assignment, to assign client responsibility to another staff member as circumstances require.

Should the client have any queries regarding the assignment or an invoice, they should in the first instance contact the staff member responsible for the client.

3.4 Use of advice

Gulliksson's advice is specific to each individual assignment and must not be used for any purpose other than that to which the assignment relates. Any use of Gulliksson's advice for purposes other than those to which the assignment relates, or any use of the advice by a third party, is at the client's own risk and Gulliksson accepts no liability in this regard.

Advice never covers any tax consequences for the

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client unless this has been specifically agreed.

3.5 Statements regarding foreign jurisdictions
Gulliksson has an extensive network of contacts comprising foreign law firms, patent agencies and other specialist agencies which may be engaged as required. Any statements made by Gulliksson concerning foreign law are not to be regarded as advice; for such advice, an external adviser must be engaged. Gulliksson may, through its network of contacts, arrange such contact. Such external advisers shall be deemed independent of Gulliksson, and Gulliksson accepts no liability for advice provided by external advisers. Nor is Gulliksson liable for any fees or costs incurred in connection with external advisers.

3.6 List of Insiders
An insider list, in accordance with the Market Abuse Regulation (EU) No 596/14 and underlying rules, shall only be drawn up to the extent that this is specifically stated in a written term of reference.

3.7 Retention of documents
Gulliksson retains all relevant documents drawn up or received in the course of carrying out the assignment in accordance with the provisions of the law and the Swedish Bar Association regarding the obligation to retain documents.

Retention takes place either electronically or in physical form, depending on the nature of the assignment and the type of document. Documents whose physical copies have no independent significance may be destroyed. However, such documents can always be restored digitally at the client's request.

4. Communication, etc.

4.1 General
The manner in which communication between Gulliksson and the client takes place depends on what Gulliksson deems most appropriate in each individual case or what has been specifically agreed. In most cases, communication takes place via email, but Gulliksson can usually adapt to the client's preferences. Gulliksson also uses internal and external IT services for the exchange and handling of information within the scope of the assignment, such as the internet, video conferencing, cloud-based services and other electronic tools, e-signature services, AI tools, document management systems, virtual data rooms, PaaS tools, etc. (IT Services).

Communication via the internet, etc. – security considerations
The Client is aware that communication via the internet may entail a certain security risk and is aware that emails may sometimes be caught in email filters or similar. Important emails must therefore always be followed up by the Client by telephone if receipt has not been confirmed.

If encryption is requested, Gulliksson meets the necessary security standards for communication via the Internet through its encryption software.

Gulliksson takes reasonable measures to ensure that Gulliksson and the suppliers providing IT Services to Gulliksson maintain a high level of information security and availability. However, there are no guarantees that the services are risk-free, and the client is aware that the use of IT Services may entail a security risk. Gulliksson therefore accepts no liability for any damage arising from the use of the IT Services. If the client does not wish Gulliksson to use IT Services in connection with an assignment, the client is responsible for informing Gulliksson's client-account manager of this.

4.2 Contact details
Gulliksson's contact details are available on Gulliksson's website or in the specific contact details provided to the client in the course of the assignment.

The client is responsible for ensuring that Gulliksson has access to up-to-date contact details at all times and for ensuring that Gulliksson is able to contact the client.

4.3 Failures in communication
In the event that Gulliksson does not receive instructions or other necessary information from the client that is essential for the performance of the assignment, Gulliksson is entitled to withdraw from the assignment without incurring any liability.

5. Processing of personal data

Gulliksson processes personal data in accordance with applicable legislation and Gulliksson's personal data policy in force at any given time. Gulliksson will process the personal data collected in connection with the performance of assignments on behalf of the client. The legal basis for the processing is primarily that it is necessary for the performance of a contract or a legal obligation, or, in the case of a representative, employee or other agent of the client who has entered into a contract with Gulliksson, Gulliksson's legitimate interest in being able to fulfil its contractual or legal obligations. The client is responsible for passing on this information to the representatives, employees and other agents within the client's organisation who are affected by this and whose personal data may be processed by Gulliksson within the scope of the assignment and the client relationship.

For further information on Gulliksson's processing of personal data, including any other purposes for which the data may be processed, please see Gulliksson's data protection policy at www.gulliksson.se.

6. Confidentiality

6.1 Duty of confidentiality
All employees of Gulliksson are subject to a statutory duty of confidentiality and the Swedish Bar Association's guidelines on good legal practice

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concerning confidentiality. This means that information disclosed by the client to Gulliksson, with the exception of what is set out below, may only be disclosed within the scope of the engagement or with the client's consent.

If the client permits us to engage or collaborate with external advisers, collaborators or IT service providers in connection with the assignment, the client is deemed to have consented to Gulliksson disclosing material and information that Gulliksson considers relevant to enable such advisers, collaborators or IT service providers to provide advice, perform services or be utilised in an appropriate and responsible manner.

6.2 Statutory obligation to collect, retain and disclose information

For certain assignments, Gulliksson may be required by law to obtain and retain documents and information concerning the client's identity or that of any other person involved in the assignment. For this purpose, Gulliksson may be obliged to identify and verify the client, including by checking the client's creditworthiness. Gulliksson may also be required to investigate the purpose of the assignment. Such measures may also be carried out after the assignment has commenced or been completed. If Gulliksson does not receive such information, Gulliksson may be obliged by law to decline the assignment.

Gulliksson may be required by law or at the request of a competent authority to disclose such documents and information.

Gullikson's obligations as set out above arise, amongst other things, from the Act (2017:630) on Measures against Money Laundering and the Financing of Terrorism.

6.3 Other exceptions to the duty of confidentiality

Gulliksson's duty of confidentiality does not extend to public or generally available information.

If the client makes a claim against Gulliksson, Gulliksson is entitled to disclose information to its insurance company that is necessary to assert its liability insurance.

Gulliksson is also entitled to disclose information in order to assert our rights in the event of non-payment in accordance with clause 7.5.

7. Fees, costs and invoicing

7.1 Fees

Gulliksson's fees are charged in accordance with principles consistent with the Swedish Bar Association's rules on good legal practice. Unless otherwise agreed, the fee is determined primarily on the basis of the time Gulliksson spends on the work. Gulliksson applies various hourly rates, the level of which depends on the experience of the staff member carrying out the assignment. The fee may also, depending on the nature of the assignment, be influenced by the following circumstances:

I. The time constraints associated with the assignment;
II. The difficulty of the assignment and the skill and experience required to carry it out;
III. The result achieved;
IV. The value of the assignment; and
V. Any risks to which Gulliksson has been exposed.

Upon request, the client may, as far as possible, be provided with an estimated total cost for the performance of the assignment. Such price information is not binding on Gulliksson but is merely an estimate based on the information available to Gulliksson at the time of the request.

By special agreement, Gulliksson and the client may agree on a maximum fee. In such cases, this means that Gulliksson will not take any further action once this fee has been reached without first entering into a new agreement with the client.

All price information is exclusive of VAT unless otherwise stated.

7.2 Costs

Costs for travel, accommodation, database searches, IT services where applicable, and other costs incurred in the course of carrying out the assignment are usually invoiced in conjunction with the fee invoice. However, Gulliksson is entitled to invoice such costs on an ongoing basis and is also entitled to request an advance payment or to forward invoices for such costs directly to the client.

7.3 Invoicing

Gulliksson invoices the client on an ongoing basis unless otherwise agreed. Ongoing invoicing usually takes place on a monthly basis.

Unless otherwise agreed, a 10-day payment term applies. In the event of late payment, interest on arrears shall be charged in accordance with the Swedish Interest Act. If we hold any funds on your behalf (in respect of our fees or for any other reason), such funds may be used to pay outstanding invoices that we have sent to you. Furthermore, funds in the client account are pledged in favour of our claim against you in respect of fees, whereby such funds may be used to pay these fees.

Clients may contact Gulliksson to obtain information regarding fees and costs incurred but not yet invoiced.

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If payment is not made in accordance with the Terms , Gullikson shall, in addition to the right to take legal action in accordance with the dispute resolution provisions (clauses 7.5 and 12.1), be entitled to immediately cease performance of the assignment or any other assignment that Gullikson is carrying out for the client. Gullikson shall not be liable for any loss or damage suffered by the client as a result of such termination.

7.4 Advance payment

Gullikson reserves the right to request advance payment or payment on account, both prior to the commencement of the assignment and whilst the assignment is in progress. The advance payment shall be used to cover future fees and costs. In accordance with the Swedish Bar Association's guidelines on good legal practice, an advance payment may not exceed the expected total fee. The advance payment will therefore usually be less than the final invoice amount. Gullikson is also entitled to use the advance payment to cover the client's outstanding debts in relation to other assignments.

7.5 Non-payment

Notwithstanding clause 12.1 (Dispute Resolution), Gullikson is entitled to take customary legal action to recover overdue debts. Such measures include debt collection procedures, applying for a payment order and referring the matter to a civil court.

The client is aware that information which would otherwise be subject to Gullikson's duty of confidentiality may become public when Gullikson takes such measures.

8. Legal protection

8.1 General

For assignments where the client's legal expenses insurance is utilised, the provisions of Chapter 8 apply. The terms and conditions of the legal expenses insurance are set out in the insurance policy. Insurance companies do not usually reimburse VAT for organisations and typically have a significant excess and a fixed maximum limit on compensation.

8.2 How payment is made

If legal expenses insurance is in force, the insurance company will, as a general rule, pay compensation within the limits of the legal cover granted once the case has been concluded by a final judgement, settlement or otherwise.

Upon completion of the assignment, Gullikson will submit a report to the insurance company detailing all measures taken and the associated costs. However, the client is invoiced on an ongoing basis during the course of the assignment or in accordance with a separate agreement.

In exceptional cases, the insurance company will pay compensation in advance or on account.

8.3 The scope of the compensation and the client's liability for payment

Within the scope of the legal protection cover granted, insurance companies approve an hourly rate which is often lower than the hourly rate applied by Gullikson. Within the scope of the assignment, the client is liable to pay the hourly rate charged by Gullikson. The cost of the case approved by the insurance company does not in any way affect the client's liability to pay Gullikson.

Upon receipt of payment from the insurance company, the amount will be transferred to the account specified by the client, less any outstanding debt owed to Gullikson.

9. Limitation of Liability

9.1 General

Gullikson's liability towards the client is governed by these Terms. In addition to any limitation of liability set out in these Terms, Gullikssons may apply specific limitations of liability for certain assignments or parts thereof. Specific limitations of liability shall always be communicated in writing to the client prior to the commencement of such an assignment and shall only apply if such written communication has taken place.

Gullikssons' liability towards the client is limited to the loss suffered by the client. Gullikssons' liability towards the client shall be reduced by any compensation the client may receive under an insurance policy taken out by the client or on the client's behalf, under any other insurance cover to which the client is entitled, under a contract or under any other indemnity undertaking.

Gullikson's limitation of liability applies in relation to all employees of Gullikson, both current and former employees. Gullikson is the sole contracting party for assignments, and no contract is concluded with any legal or natural person associated with Gullikson (even if your express or implied intention is that the work be carried out by certain specific individuals). Consequently, no other party (whether a legal or natural person) other than Gullikson shall be liable for the services provided, unless otherwise required by mandatory law. However, these Terms apply for the benefit of any legal or natural person associated with Gullikson (for example, shareholders, board members, the managing director, employees or consultants).

Gullikson shall not be liable for any loss or damage arising from circumstances beyond Gullikson's control which the company could not reasonably

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have foreseen at the time of accepting the assignment and the consequences of which Gulliksson could not reasonably have avoided or overcome.

Nor is Gulliksson liable for loss of production, loss of profit or any other indirect damage, loss, consequential damage or consequential loss.

Gulliksson shall not be liable for any loss arising from the client's use of Gulliksson's advice in a different context or for a purpose other than that for which it was given.

Nor shall Gulliksson be liable for any damage caused to the client as a result of Gulliksson having complied with the Swedish Bar Association's rules on professional conduct or obligations arising under Swedish law.

9.2 Extent of the limitation of liability

Gulliksson's liability is limited to the amount payable under the liability insurance policy in force at any given time, subject to a maximum of 5 (five) million SEK. Price reductions or other penalties may not be imposed in addition to damages. This limitation also applies to multiple claims, provided that such claims have been caused by one and the same act or omission, or by the same type of act or omission.

Gulliksson shall hold liability insurance with a sum insured of five million SEK. Should the client wish to have higher insurance cover, the client shall bear the cost thereof.

9.3 Compliance with the timetable and termination of the assignment

Unless otherwise agreed, Gulliksson shall not be liable for any failure to meet deadlines or for the inability to complete the assignment or part thereof within the proposed timeframe. Nor shall Gulliksson be liable in the event that the assignment cannot be commenced or completed if this is due to circumstances beyond Gulliksson's control.

If Gulliksson is forced to terminate the performance of the assignment or the relationship with the client due to circumstances attributable to the client, the law or the Swedish Bar Association's guidelines on good legal practice, Gulliksson shall not be liable for any loss suffered by the client.

9.4 Liability to third parties

Gullikssons' advice is provided solely to the client unless otherwise agreed. Gullikssons is therefore not liable for the client's use of such advice in relation to third parties.
If it has been specifically agreed that a third party may rely on Gulliksson's advice, Gulliksson's liability towards that third party shall be the same as that towards the client. However, Gulliksson assumes no liability for advice given to third parties, and no client relationship arises between Gulliksson and any third party. If Gulliksson pays compensation to a third party, the liability to pay compensation to the client shall be reduced by the corresponding amount.

9.5 Financial advice and advice on tax planning, etc.

Gulliksson does not provide financial or accounting advice, nor does it provide advice regarding the potential returns from carrying out a specific investment or transaction. Nor does Gulliksson normally provide advice on tax matters and is not liable for any loss arising from the client being subject to tax or at risk of being subject to tax as a consequence of the services provided by Gulliksson. Gulliksson's liability in the event of any advice regarding potential tax consequences is limited to such tax costs as the client could have avoided through alternative standard tax measures which were known at the time the advice was given and which could have been implemented without incurring additional costs or risks for the client.

9.6 External advisers

If, on the client's behalf and within the scope of the engagement, Gulliksson has engaged in the services of an external adviser, Gulliksson shall not be liable for such external advice or for the fact that Gulliksson recommended the external adviser. Gulliksson merely facilitates contact with the external adviser, who acts entirely independently of Gulliksson. This means that Gulliksson is not, for example, liable for external advisers' quotations and agreements regarding fees and costs. Gulliksson shall inform the client of any errors or omissions on the part of the external adviser of which Gulliksson becomes aware. Gulliksson shall furthermore take such measures as are necessary to enable the client to make a claim directly against the person engaged (e.g. by assigning the claim).

10. Rights following the termination of the engagement

10.1 Intellectual property rights

Gulliksson owns all intellectual property rights arising from the performance of the assignment. The client is entitled to use the working materials provided by Gulliksson for the purpose or purposes for which they were produced. Any other use or distribution of the working materials is prohibited.

10.2 Right to marketing

Gulliksson is entitled to refer in its marketing to assignments it has carried out. Gulliksson is further entitled to mention circumstances relating to such assignments in its marketing. Only assignments or circumstances that have become public or generally available are covered by this right.

If Gulliksson has reason to believe that the client may be harmed by such marketing, Gulliksson will

obtain consent before any marketing measures are taken.

10.3 Archiving and original documents

Upon termination of the engagement, Gulliksson will archive, in principle, all documents generated during the engagement for such a period as Gulliksson deems necessary in view of the nature of the engagement, but not for a period shorter than that required by law. Gulliksson will forward all relevant original documents belonging to the client. Gulliksson reserves the right, however, to retain copies of all documents received or drawn up during the performance of the assignment.

11. Complaints and claims

11.1 General complaints

Gulliksson always endeavours to ensure that the client is as satisfied as possible both during and after the performance of the assignment. Should the client wish to make a complaint, this must be done as soon as possible to the member of staff responsible for the client.

11.2 Claims against Gulliksson

If the client wishes to make a claim against Gulliksson, this must be done immediately after the client becomes aware of the circumstances on which the claim is based, or in any event no later than three months from the date on which the relevant circumstances were known to the client or could have become known to the client following a reasonable investigation. Such a claim must, in any event, be made no later than twelve months from the date of Gulliksson's most recent invoice in relation to the engagement.

If the client's claim is based on a claim made against the client by a third party, Gulliksson is entitled to respond to the claim on the client's behalf and reach a settlement regarding the claim, provided that Gulliksson indemnifies the client. If the client denies Gulliksson such a right, Gulliksson shall not be liable for the claim vis-à-vis the client.

11.3 Right of recourse

If Gulliksson becomes liable to pay damages to the client, the client is obliged to assign their right of recourse against third parties to Gulliksson or Gulliksson's insurer.

12. Miscellaneous

12.1 Law and dispute resolution

These Terms and the engagement agreement shall be governed by and construed in accordance with Swedish law.

Subject to the provisions of clause 7.5 above, any disputes arising out of these Terms or the performance of the assignment in general shall be finally settled by arbitration in accordance with the Rules of Arbitration of the SCC Arbitration Institute.

The seat of the arbitration shall be Malmö and the language of the proceedings shall be Swedish. Swedish law shall apply to the dispute.

The arbitration proceedings shall be subject to confidentiality. This confidentiality shall include, amongst other things, the fact that arbitration proceedings have been initiated, all information that comes to light during the proceedings, as well as decisions and awards rendered in connection with the proceedings. However, a party shall not be prevented from disclosing such information as is necessary to uphold or safeguard its rights vis-à-vis the other party in connection with the dispute, or vis-à-vis an insurer, or such information as the party is obliged to disclose by law or by a decision of a public authority.

12.2 The Swedish Bar Association's Consumer Disputes Board

Disputes between Gulliksson and a client who is a consumer may, in certain cases, also be heard by the Swedish Bar Association's Consumer Disputes Board. The Swedish Bar Association's Consumer Disputes Board is an alternative dispute resolution body that hears disputes concerning fees or other financial claims brought by a consumer against a solicitor or a law firm. In this context, 'consumer' refers to a natural person acting for purposes outside the scope of their business or professional activities.

If a client is a consumer and is dissatisfied with the service provided by Gulliksson, the client should contact Gulliksson to discuss the matter and attempt to reach an amicable resolution. If it is not possible to reach an amicable resolution, the client may be entitled to have the matter heard by the Swedish Bar Association's Consumer Disputes Board. A prerequisite for the dispute to be considered by the Board is, amongst other things, that the dispute is not currently being heard or has not been decided by a court, and that the client refers the matter to the Board within one (1) year of the complaint being submitted in writing to Gulliksson. However, there are certain disputes which the Board does not consider; further information is available on the Board's website: https://www.advokatsamfundet.se/Konsumenttvistnamnden/
Postal address: The Consumer Disputes Board, The Swedish Bar Association, PO Box 27321, 102 54 Stockholm

12.3 Interpretation of the Terms

The headings in the Terms are provided solely to help the reader navigate the provisions more easily. The headings should therefore not be taken into account when interpreting the Terms.

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