

# GENERAL TERMS AND CONDITIONS (2026:1 EN)

These general terms and conditions ("General Terms") apply to all services provided by Advokatfirman dNovo Göteborg AB (org. nr. 559074-4818) ("dNovo", "we", "us", or "our") (the "Engagement").

## 1. Application

- 1.1 By engaging dNovo, you are acknowledging that you have read and accepted these General Terms, either on your own behalf or, where applicable, on behalf of any other individual or entity, legal or natural, that you represent ("you" or "your"). We will accept instructions from you or other individuals representing an entity, provided we have reasonable grounds to believe they are authorized to act on your behalf.
- 1.2 To the extent an Engagement is extended, or new Engagements are agreed, these General Terms shall apply irrespective of whether the General Terms were sent to you in connection with a specific Engagement or not.
- 1.3 These General Terms may be amended by us from time to time. The most recent version is always published on our website, [www.dnovo.se](http://www.dnovo.se). Amendments shall apply only to engagements accepted after the updated version has been published on the website. Upon request, we will provide you with a copy of the latest version of these General Terms.
- 1.4 Any deviations from these General Terms shall be valid only if specifically agreed in writing.

## 2. Our Engagement

- 2.1 dNovo is committed to delivering high-quality legal advice. With clarity, expertise, and dedication, we strive to help our clients achieve stronger business outcomes.
- 2.2 In carrying out the Engagement, we comply with the Code of Conduct and other rules issued by the Swedish Bar Association.
- 2.3 Each Engagement is assigned a designated lawyer as primarily responsible for our services (case-responsible lawyer). The case-responsible lawyer appoints the lawyers and other personnel whom he or she, in their professional judgment, considers best suited to ensure appropriate and cost-efficient delivery of the Engagement.
- 2.4 Where the Engagement requires the involvement of external advisors or consultants (e.g., foreign attorneys or professionals) we may assist in identifying and instructing such third-party advisors on your behalf. Unless specifically agreed otherwise, such third-party advisors or consultants shall be considered independent of dNovo.
- 2.5 dNovo's advice is strictly legal. We do not assume responsibility for commercial or financial advice, nor do we provide guidance on tax matters or potential tax consequences.

## 3. Client Identification and Personal Data

- 3.1 In accordance with applicable law, we are required to verify the identity of our clients, the particulars of ownership and the origin of their assets. We may therefore request identification documents and information regarding ownership and may also verify such details through external sources.

- 3.2 By engaging our services, you have consented to our processing of certain personal data for the purposes outlined in these General Terms. We act as the controller of personal data, which is procured in connection with engagements and engagement enquiries. We may also need to process personal data relating to your representatives and beneficial owners for the same purposes, and you are responsible for ensuring that such individuals consent to this processing. If you wish to access or correct your personal data, or have questions regarding our data processing practices, please contact us. Further details, including the purpose of processing and the length of time we handle the personal data is specified in our privacy policy, which is published at <https://dnovo.se/integritetspolicy>.
- 3.3 We are legally obligated to report any suspicions of money laundering or financing of terrorism. By law, we are prohibited from informing you of any such suspicion and/or that a report has been, or may be, filed. Where such suspicions arise, we are required to decline or withdraw from the Engagement.
- 3.4 We cannot be held liable for any loss or damage, direct or indirect, suffered by you or any third party as a result of our compliance with the obligations set out in this section 3.

## 4. Intellectual Property Rights

- 4.1 dNovo shall retain the copyright and other intellectual property rights to the work results we generate in connection with an Engagement. The client is granted the right to use such work results for the purposes for which they are provided. Unless specifically agreed otherwise, no documents or other work results generated by us may be generally circulated or used for marketing purposes.

## 5. Confidentiality and Disclosure

- 5.1 We protect the information you provide to us in an appropriate manner and in accordance with the Code of Conduct of the Swedish Bar Association. If you permit us to engage or liaise with other advisors in connection with an Engagement, you will be deemed to have provided your consent for us to disclose any material and other information we consider relevant for the advisor in order to provide advice or perform services for you.
- 5.2 In certain cases, we are required by law to provide information to the tax authorities concerning your VAT number and value of the delivered services. By engaging our services, you will be deemed to have provided your consent for us to disclose such information.
- 5.3 When a specific engagement has become publicly known, we may, subject to your prior consent, disclose our involvement and details of the matter in our publicity materials and on our website. Our disclosure may only contain information that is already in the public domain.

## 6. Fees, Expenses, Invoicing and Payment

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- 6.1 Our fees are generally determined based on a range of factors, including but not limited to (i) time spent, (ii) the level of expertise, skill, and experience required for the Engagement, (iii) the resources required, (iv) the values at stake, (v) time constraints, (vi) results achieved and (vii) the risk exposure assumed by dNovo in connection with the Engagement. Any fee estimates provided by us are indicative only, based on the information available at the time of the estimate and do not constitute a fixed-price offer, unless specifically agreed in writing.
- 6.2 In addition to our fees, disbursements for other expenses may be charged, which may include, but are not limited to, investigation costs, registration fees, fees for database searches, fees for external advisors and professionals, courier services and travel expenses.
- 6.3 We normally increase our hourly rates annually. Individual rates may also be adjusted to reflect increased experience and seniority. Where required, value-added tax (VAT) will be added to all fees and expenses.
- 6.4 Unless otherwise agreed, invoices are issued on a monthly basis.
- 6.5 In certain cases, we will request advance payments for fees and expenses. Such advance payment will be used to settle future invoices. In cases when we send preliminary invoices, the final invoice for the Engagement will set out the total amount of our fees and expenses, deducting the fees and expenses payable according to any preliminary invoice. The total amount for our services of our fee and expenses may be more or less than the amount of the advance payment.
- 6.6 Unless otherwise agreed, invoices are payable within fifteen (15) days of the invoice date. In cases of assessed credit risk, the due date may be shortened or advance payment may be requested as stated above. Unless otherwise stated on the invoice, in case of late payments, interest on the balance owing will be charged at the statutory rate applicable from the due date until receipt of payment.
- 6.7 We may only invoice our client directly and cannot accommodate requests to invoice third parties.
- 6.8 In disputes, both in courts and arbitration procedures, the losing party may be ordered to pay the winning party's legal costs (including legal fees). If we have acted as your counsel and you are the losing party, you must pay the fees for our work and reimburse us for the expenses incurred in representing you.
- 6.9 Regardless of whether or not you are entitled to compensation under a legal expenses insurance, you must pay the fees for our work and reimburse any expenses incurred, on a monthly basis.
- 6.10 If the invoice is not paid on time, we are entitled to immediately suspend all ongoing work on your behalf.

## 7. Limitation of Liability

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- 7.1 Our liability for any damage suffered by you, in your capacity as client, as a result of error, negligence or breach of contract on our part, shall be limited to an amount of SEK ten million (10,000,000) per Engagement, or, where our fee for the relevant Engagement is less than SEK one hundred thousand (100,000), to SEK three million (3,000,000) per Engagement.
- 7.2 Our liability shall in no event include indirect or consequential loss and damage, including but not limited to, loss of production, loss of profit or other indirect or consequential loss or damages.
- 7.3 Our liability shall be reduced by any amount which may be recovered under any insurance maintained by you or under any contract or indemnity to which you are a party or beneficiary, unless it is conflict with the agreement with such insurer or other third party or your rights against such insurer or other third party would thereby be prejudiced.
- 7.4 Other advisors and professionals shall be deemed independent of us, irrespective of whether we have engaged them or you have engaged them directly. Hence, we assume no liability for other advisors and professionals, whether for choosing or recommending them or their advice or other services provided. The abovementioned applies regardless of whether they report to us or to you. Unless otherwise agreed, we will instruct other advisors to invoice you directly.
- 7.5 If you have accepted any exclusion or limitation of liability from another advisor or professional, our total liability to you shall be reduced by the amount of the contribution we could have been able to recover from that advisor or professional, if its liability to you had not been excluded or limited, regardless of whether that other advisor or professional would have been able to pay the contribution to us.
- 7.6 We shall not have any liability for any loss suffered as a result of your use of our work results or advice in any other context or for any other purpose than for which it was provided.
- 7.7 Except as provided in this section, we shall not have any liability to any third party through your use of our work results or advice.
- 7.8 Unless the Engagement specifically concerns tax advice, we shall not have any liability for any damage suffered by means of tax being imposed or the risk of tax being imposed on you as a result of our services.
- 7.9 We shall not have any liability for any damage suffered as a result of events beyond our control, which events we reasonably could not have foreseen at the time of accepting the Engagement and whose consequences we could not reasonably have avoided or overcome.
- 7.10 If, at your request, we agree that an outside party may rely on our work results or advice, this will not increase or otherwise affect our liability to our disadvantage, and we can only be held liable to such outside party to the extent we can be liable to you. Any amount payable to an outside party as a result of such liability, will reduce our liability to you correspondingly and vice versa. No client relationship with such outside party is assumed.

7.11 The abovementioned also applies if we, at your request, issue certificates, opinions, or similar documents to an outside party.

7.12 Any limitation of liability applicable to us under these General Terms or a separate agreement shall apply equally and in all respects for our shareholders or former shareholders, as well as lawyers and other individuals working for us or engaged by us, whether currently or previously.

## 8. Complaints and Claims Procedure

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8.1 We hope you will be satisfied with the advice we provide. However, should you have any claims arising from our advice, such claims must be submitted to us in writing as soon as you become aware of the circumstances giving rise to the claim.

8.2 No claim shall be submitted later than six (6) months after the later of (i) the date of our last invoice issued for the Engagement to which the claim refers, or (ii) the date when the circumstances giving rise to the claim became known or, after reasonable investigation, could have become known to you. If a claim is not submitted within this time, your rights to make such claim are lost. A claim can under no circumstances be made after the expiry of the period of limitation that applies according to law.

8.3 If your claim is based on a claim against you by an authority or other third party, we or our insurers shall be entitled to meet, settle and compromise such claim on your behalf, provided that you, taking into account the limitations of liability in these General Terms, if any, and in the engagement letter, are indemnified by us. If you meet, settle, compromise, or otherwise take any action in relation to such claim without our consent, we accept no liability for such claim.

8.4 If you are compensated by us or our insurers in respect of a claim, you shall, as a condition for such compensation, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.

## 9. Termination

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9.1 You may terminate our Engagement at any time by requesting in writing that we cease acting for you. If you do so, you must still pay our fees for the services provided within the Engagement and expenses incurred prior to the date of termination.

9.2 Applicable law and the Code of Conduct of the Swedish Bar Association set out the circumstances that require or allow us to decline or withdraw from an engagement. This may include, for example, unsatisfactory client identification, suspicion of money laundering or financing of terrorism, conflict of interest, failure to pay, failure to supply adequate instructions, or a breakdown in mutual trust. If we decide to terminate the Engagement, you must still pay our fees for the services provided and expenses incurred prior to an including the date of termination. An Engagement shall in any event end upon completion.

## 10. Document Retention

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10.1 Upon completion or termination of an Engagement, we will keep (or store with a third party, whether on paper or

electronically) the documents and work products relevant to the Engagement that have been accumulated or generated in the course of the Engagement. Such materials will be retained for a period we consider adequate for that particular type of Engagement, however under no circumstances for a shorter period of time than that required by law and the Code of Conduct of the Swedish Bar Association. During the retention period, we cannot accommodate requests to return (without making and keeping a copy) or destroy a document or work product prior to the expiry of the retention period.

10.2 You are always entitled to retrieve original documents, and we may keep a copy of any original documents returned to you.

## 11. Governing Law and Dispute Resolution

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11.1 These General Terms and (if applicable) the engagement agreement, as well as all matters in connection with any of them, our Engagement and our services shall be governed by and construed in accordance with Swedish substantive law.

### *Disputes between dNovo and Legal Entities*

11.2 Any disputes arising out of or in connection with this Engagement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute"). The seat of arbitration shall be Gothenburg. The language of the arbitration shall be Swedish. The Rules for Expedited Arbitration shall apply where the disputed amount is less than SEK 1,000,000, and the Arbitration Rules shall apply where the disputed amount is SEK 1,000,000 or more. The arbitral tribunal shall consist of one arbitrator where the disputed amount exceeds SEK 1,000,000 but is less than SEK 10,000,000. If the disputed amount is SEK 10,000,000 or more, the arbitral tribunal shall consist of three arbitrators. The disputed amount includes the claimant's claims set out in the Request for Arbitration as well as any counterclaims submitted in the response to the Request for Arbitration.

11.3 The arbitration shall be subject to confidentiality. Confidentiality shall apply to all information disclosed during the proceedings as well as to any decision or award rendered. Such information may not be disclosed to any third party without the prior written consent of the other party. A party shall, however, not be prevented from disclosing such information in order to protect its rights in relation to the other party, to an insurer, or where disclosure is required by statute, regulation, a decision by a legal authority, a stock exchange contract or similar.

11.4 Notwithstanding section 11.2, we shall be entitled to bring action for payment of any debt owed by you to us in any court having jurisdiction over you or any of your assets.

### *Disputes between dNovo and Natural Persons*

11.5 For clients who are consumers, any disputes arising out of or in connection with the Engagement, dNovo's work product, or the advice provided, shall be resolved by the general courts of law. However, the client shall always have the right to first refer fee disputes and other monetary claims against us to the Swedish Bar Association's Consumer Disputes Board. For more information about this procedure, refer to [www.advokatsamfundet.se/konsumenttvistnamnden/](http://www.advokatsamfundet.se/konsumenttvistnamnden/).