

GENERAL TERMS AND CONDITIONS

1. APPLICATION AND INTERPRETATION

1.1 These general terms and conditions apply to all services (including any digital legal services as described in clause 1.2) provided to clients by Synch Advokat AB (“**Synch**”, “**we**”, “**us**” or “**our**”). These general terms and conditions may be amended by us from time to time. The current version can always be viewed on our website www.synch.law. Amendments will become effective only in relation to matters initiated after the amended version was posted on our website.

1.2 Synch offers digital legal services, templates and documents, and other content through the webpage www.wesynch.se, or such domain as indicated by Synch from time to time (the “**Webpage**”), (collectively “**WeSynch**”). If you do not agree to these general terms and conditions, you may not access or use WeSynch.

1.3 In case we have stated specific terms in respect of an engagement or part of an engagement (in an engagement letter, due diligence report or other document), those terms shall prevail if and to the extent there are any inconsistencies between them and these general terms and conditions.

1.4 In providing our services we are required to observe the code of conduct of the Swedish Bar Association as well as of other applicable bar associations in respect of cross-border activities within the European Economic Area.

1.5 For the purposes of these general terms and conditions and, if any, the engagement letter, “**services**” shall include advice as well as other services, and all parts and aspects of

a matter shall altogether be considered to be one single “**engagement**” irrespective of whether it involves several entities or individuals, refers to several instructions (given on the same or on different occasions), is dealt with by separate teams within Synch, addresses several areas of law or whether separate invoices are issued or we are acting for several entities or individuals.

2. ADVISORY SERVICES

2.1 For each engagement, one of our lawyers who is a member of the Swedish Bar Association will be primarily responsible for the provision of our services (the “**engagement lawyer**”). That engagement lawyer has complete discretion to deploy those lawyers and other staff as he or she deems necessary or desirable to ensure appropriate delivery of the services.

2.2 Our services and work products are tailored only to the circumstances, facts and instructions presented to us in the particular engagement. We are entitled to assume that those circumstances, facts and instructions are accurate and complete.

2.3 We do not provide financial or accounting advice or advice on the merits of an investment or a transaction. Nor do we provide recommendations from a commercial perspective as to whether or not you should consummate a particular investment or transaction.

2.4 We do not provide advice in respect of or based on the laws of any other jurisdiction than Sweden. Based on our general experience in dealing with other jurisdictions we may express views on legal issues in

another jurisdiction. This is merely intended to provide the benefit of our experience and does not constitute advice that you may rely on. Such advice must instead be obtained from lawyers qualified in the relevant jurisdiction.

2.5 Whilst it is our policy to inform our clients and others of legal developments on an ad hoc basis by way of general updates and marketing material, our advice is given to you on the basis of the law as at the date of the advice. We do not undertake to update the advice to take into account changes in the law after that date.

3. DIGITAL SERVICES

3.1 Grant of License and Rights

3.1.1 Provided that you sign up for our digital services, Synch grants to you a non-exclusive, non-transferrable right to use WeSynch during the time and under the financial terms as specified in the agreement between you and us (together with these general terms and conditions referred to as the “**Agreement**”). This right is granted for your internal use only and you are not granted any rights to WeSynch except those that are explicitly stated in the Agreement.

3.1.2 You are only allowed to use WeSynch and any information, Notes and Templates (as defined below) obtained through WeSynch during the term of the Agreement.

3.2 Permitted Use

3.2.1 With the exception of what is expressly stated in these general terms and conditions, and the rights conferred on you under mandatory Swedish law, you are not granted any other rights to use, reproduce or make available to the public the content of WeSynch, be it in original or altered form, in translation or adaptation, in another literary or artistic form or by other technical means.

3.2.2 When using WeSynch, you are obliged to follow the available instructions and

directions and the corresponding documentation provided by us.

3.2.3 Access to WeSynch is only granted to you as specified in the Agreement. Apart from your User Content (as defined below in clause 4.1), you are not allowed to transfer any of the content of WeSynch to a third party.

3.2.4 In case your scope of assignment involves collaboration with external parties, e.g. for a financing or transaction, such third parties’ actions, access and use of WeSynch will be governed by separate non-disclosure agreements and data room terms.

3.3 Password

3.3.1 You agree to be responsible for the use of all user passwords allocated to you and your nominated users.

3.3.2 You and your users must keep the passwords strictly confidential, and notify us immediately if any are lost or stolen or disclosed to anyone who is not a user, or if any user leaves your employment or you believe that security is threatened in any way.

3.3.3 We reserve the right to block and/or terminate your WeSynch account in case you report that you have lost your password in accordance with the above and/or if we have reason to believe that that an unauthorized person has access to your WeSynch account.

4. DISCLAIMER

4.1 Access to WeSynch

4.1.1 Although Synch strives to keep WeSynch complete and accurate, Synch cannot guarantee the accuracy or completeness of the content of WeSynch at any given time. There is a risk that the content of WeSynch is neither exhaustive nor completely updated. Any use of WeSynch is at your own risk.

4.1.2 WeSynch is provided ‘as is’ and Synch does not grant any warranties, express or implied or otherwise, as to the accessibility, quality,



fitness for any particular purpose, suitability or accuracy of WeSynch.

4.1.3 There may be situations when www.wesynch.se, or such domain as instructed by Synch from time to time, will not be accessible, including, but not limited to, instances of necessary maintenance and circumstances outside our control, for which Synch shall never be liable.

4.1.4 Furthermore, we reserve the right at any time to modify WeSynch without prior notice at any time on our own discretion, or if required by law or a decision by authority. You agree that we shall not be liable to you or to any third party for such modification or discontinuance.

4.2 WeSynch Contract

4.2.1 WeSynch Contract is a document suite with sample agreements which may be amended or adjusted in order to be used in various specific contexts (“**Templates**”) and informative documents and checklists (“**Notes**”). You have the right to make modifications to the Templates and use them in modified form for your business purposes (“**Business Copies**”).

4.2.2 You are not allowed to use the Templates in unmodified form or make the Notes or Templates available to any third party for any commercial use.

4.2.3 With the exception of your Business Copies or User Content, you are not allowed to use any of the content of WeSynch, or any copies of any content, after the expiry of the Agreement.

4.2.4 The Templates and Notes included in WeSynch Contract must be adapted for the specific situation and are not intended to be used in the form provided. You are therefore encouraged to seek professional legal assistance in order to adapt them to your specific needs prior to using them in any situation.

4.3 Third party webpages

4.3.1 When using WeSynch, you may find links to third party webpages. Please note that third party webpages are beyond our control and that any access by you to any such webpage is always at your own risk.

4.3.2 You acknowledge that we shall not be responsible for the content, functionality, accuracy, legality nor any other aspect of such webpage. You further acknowledge and agree that we shall not be liable for any damage or loss caused by or in connection with the use of or reliance on any content of such third party webpages.

5. IDENTIFICATION AND PERSONAL DATA

5.1 Identification

5.1.1 We are under a legal obligation to check the identity of our clients and their ownership structure as well as to seek information about the matter and in certain instances also the origin of funds and other assets, and such obligations apply as a rule before our work commences. Consequently, we may ask for identification papers in respect of you and any other person who is acting on your behalf and, if you are a legal entity, the individuals who are in ultimate control of you (so-called beneficial owners) as well as documentation indicating the origin of funds and other assets. In addition, we are under a duty to verify the information and for these purposes we may obtain information from external sources, for instance data bases. All information and documentation obtained will be retained by us.

5.1.2 We are required by law to disclose suspicions of money laundering or terrorism financing to the police authorities. We are not permitted to inform you that we have such suspicions or that we have made or are contemplating making disclosures to the police authorities. In case of any suspicions of money laundering or terrorism financing



we are required to decline or withdraw from the engagement.

- 5.1.3 We do not accept any liability for any loss or damage flowing directly or indirectly from our compliance with our duties (as we understand them) outlined in clauses 2.1 and 2.2.

5.2 Processing of your personal data

- 5.2.1 Synch is the data controller of the personal data regarding representatives and beneficial owners of the client company. Also, if you are a sole proprietor or a natural person Synch is the data controller when processing your personal data. Please see our privacy policies [<here>](#).

- 5.2.2 Synch collects personal data in connection with engagements and requests provided by you and we may also collect personal data from private or public registers if needed to verify the information provided to us. You will receive information prior to such collection of personal data. We also obtain personal data contained in information provided to us when providing our services. For the avoidance of doubt, we are bound by contractual and statutory confidentiality obligations regarding the information you provide us with.

- 5.2.3 We process personal data regarding name, email address, work title and phone number for all categories of data subjects. For beneficial owners and if necessary in some cases also for other categories of data subjects we process personal data regarding personal identification number and copy of passport.

- 5.2.4 We process personal data regarding representatives and beneficial owners for the purpose(s) of identifying our clients based on the legal ground legal obligation. We also process personal data regarding you for the purpose(s) of providing you the contracted services and contacting you based on the legal ground fulfilment of agreement. For the processing of personal

data based on legitimate interest, we have made the following assessment: The interest of Synch when providing you with information about us and our services, our wish to perform client and market analyses, developing our business and developing methods, and conducting statistical and risk managements overrides the interest of the data subjects' interests, rights and freedoms in combination with the low negative impact on the data subjects due to the type of the processing.

- 5.2.5 When performing our services we will transfer and make accessible your personal data for NetDocuments and HighQ. We will also transfer and make accessible your personal data to our other Synch offices and/or other advisors in accordance with clause 10.3.if necessary, in order to provide you with our services.

- 5.2.6 We will only store your personal data as long as required in order to provide you with the services in order to fulfil the agreement, unless we are required by applicable laws and regulations to store and/or process the personal data.

- 5.2.7 As a data subject you have the right to request that your personal data is erased, that incorrect personal data is corrected, restriction of processing personal data and to request for data portability. Please contact privacy@synch.law to exercise your rights. We assess all requests on a case by case basis and might in some cases not be able to adhere to your request.

6. SECURITY

- 6.1 WeSynch is a cloud based application provided by a reputable third-party cloud service provider from security protected facilities. The security measures taken by such third party are described at <https://highq.com/about-us/hosting-security/>.



6.2 Although these facilities provide a high level of protection, however, total security of WeSynch cannot be guaranteed.

7. COMMUNICATION

7.1 We communicate with our clients and other parties involved in a matter in a variety of ways, including through the Internet and by e-mail. Although these are effective means of communication they involve security and confidentiality risks for which we cannot accept any responsibility. If you would prefer that we do not communicate through the Internet or by e-mail in relation to any particular engagement, please advise the relevant engagement lawyer.

7.2 Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone.

8. THE MARKET ABUSE DIRECTIVE

If you wish us to establish and maintain an insider list to comply with your obligations under the Market Abuse Directive (2003/6/EC) and, when applicable, the Directive's underlying rules, you must inform us in writing accordingly.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Synch Content and IPRs

9.1.1 All intellectual property rights attributable to the result of our work belong to Synch. You have the right to employ the result of our work for those purposes for which it has been provided. Unless it otherwise follows from the purpose or separate agreement, you may not disseminate the result of our work or employ the result for marketing purposes.

9.1.2 Synch retains the ownership, copyright and all other intellectual property rights (including, but not limited to, any trademarks and pending applications

belonging to Synch) to WeSynch and to all its content.

9.1.3 All rights are reserved in all countries. You may only use WeSynch and its contents for your own use and you must not use them in breach of applicable law or the Agreement. We do not grant you any other license to use said intellectual property rights except as expressly set out in the Agreement.

9.2 User Generated Content

When using WeSynch you may, if applicable under your Agreement, upload user content, e.g. your agreements, your corporate documentation, product portfolio, information about your service, product, employees etc. in digital format, to the Webpage (the "User Content"). Ownership of all User Content shall remain with you, or with the third party having ownership to such User Content.

10. CONFIDENTIALITY AND DISCLOSURE

10.1 We will protect the information you disclose to us in an appropriate manner and in accordance with the code of conduct. We are however in certain instances required by law or permitted by the code of conduct to disclose such information.

10.2 Where we agree to carry out an engagement for more than one client, we have the right to disclose such materials and other information that one of the clients has imparted to us to the other clients. In some cases we also have a professional obligation to disclose such materials and information to the other clients.

10.3 If we engage or liaise with other advisers or professionals in the course of an engagement, we may communicate to them all materials and other information which we believe may be relevant to assist them in advising or carrying out other work for you. The same applies to materials and other information that we have obtained as a



consequence of the checks and verifications carried out by us according to clause 2.1.

11.4 All fees and expenses are exclusive of value added tax, which will be charged where appropriate.

10.4 We may be required by law to provide information to the tax authorities about your VAT number and invoiced amounts. By instructing us you are thereby deemed to have consented to us providing this information to the tax authorities.

12. INVOICING AND PAYMENT

10.5 When a particular matter has become publicly known we may announce our participation for marketing purposes. Such announcement may only contain information about the matter that is already in the public domain. In those situations we may also, unless you advise us otherwise, display your logotypes in our publicity material. This also applies if you, in relation to a matter that is not publicly known, have expressly agreed that we announce our participation.

12.1 Synch ordinarily applies monthly invoicing. We may send you preliminary (on account) or final invoices. Preliminary invoices may not include an exact assessment of the full amount due, but will give a broad indication of the work performed. In such cases, the final invoice for the matter or part of the matter will set out the total amount of our fees and expenses with the fees and expenses payable according to any preliminary invoice deducted.

11. FEES AND EXPENSES

12.2 In certain cases, we may request an advance payment. Such payment will be used to settle future invoices. The total amount of our fees and expenses for the engagement may be more or less than the amount of the advance payment.

11.1 Unless you and Synch have agreed otherwise, Synch's fees are determined based on the following factors: (i) the skill and experience required for the matter, (ii) the result achieved; (iii) the time spent, (iv) the significance of the matter; (v) any risks for Synch; and (vi) the time pressure involved for the matter. Synch's fees conform to the Swedish Bar Association's rules.

12.3 Each invoice sets out its due date (normally not less than 15 days from the invoice's date). If an invoice is not paid, interest on the balance owing will be charged at the statutory rate applicable (or, in the absence of any such statutory rate, 10 per cent) from the due date until receipt of payment.

11.2 Upon request we can, wherever possible, provide you with an estimate of our likely fees at the outset of an engagement and update you on the fees incurred as work progresses. Estimates are based on information available to us at the time and cannot be regarded as fixed quotes.

12.4 In litigation and arbitration, the losing party can be ordered to pay the costs (including legal fees) of the winning party. It is however in the rarest cases that all the legal expenses incurred by the winning party will be recoverable from the losing party. Irrespective of whether you should be the winning or losing party you must pay our fees for services rendered and expenses incurred in representing you in litigation or arbitration.

11.3 We may incur expenses in addition to our fees, which you agree to pay. The expenses may include such incidental costs as registration fees, registry search fees, fees of other advisers and professionals, travelling, temporary workers, catering and courier costs.

12.5 If our fees and expenses are to be financed by making use of a legal costs and expenses insurance you must still pay our fees and expenses to the extent they exceed whatever is paid out under the insurance.



- 12.6 If you ask us to address an invoice to someone else, we may accommodate your request only if it is evident that the arrangement will not violate any laws, the identity and other matters outlined in clause 2 have been verified in respect of the addressee and that you, on demand will promptly pay any amounts which have not been paid by the due date. No client relationship with such addressee is assumed.
- 12.7 If, in relation to amounts payable to us, you are required under the applicable tax regime to withhold or deduct any amount, you will also pay to us an amount equal to that withheld or deducted so that the amount received by us always corresponds to that payable to us.
- 13. LIABILITY AND LIMITATIONS**
- 13.1 Your relationship is with Synch alone and not with any other entity or individual associated with Synch (even if your express or implied intention is that the services be carried out by specific individual(s)). Hence, no party (be it an entity or an individual) other than Synch shall have any liability for services provided except as may be provided under mandatory law. Without limiting the generality of the foregoing, any entity and individual associated with Synch (for instance shareholders, directors, managing directors, employees or consultants) shall have the benefit of these general terms and conditions and any engagement letter insofar as they limit their liability. Financial limits will, in those instances, relate to Synch and the associated entities and individuals on an aggregated basis.
- 13.2 Our aggregate liability for any loss or damage suffered by you as a result of our fault or negligence shall, unless the loss or damage was occasioned by our intent or gross negligence, be limited in respect of each engagement to ten (10) million Swedish kronor or, if our fee for the engagement is less than one million Swedish kronor, three (3) million Swedish kronor. A price reduction or any other remedy is not available in addition to damages.
- 13.3 Our liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to the agreement with such insurance provider or other third party or your rights against such insurance provider or other third party will be prejudiced thereby.
- 13.4 Other advisers and professionals shall be deemed to be independent of us (irrespective of whether we have engaged them on your behalf or if you have engaged them directly). Hence, we assume no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their advice or other services provided. This applies regardless of whether they report to us or to you.
- 13.5 If you have, or are considered to have, accepted any exclusion or limitation of liability from any other adviser or professional, our total liability to you shall be reduced by the amount of the contribution that we could have been able to recover from that adviser or professional if its liability to you had not been so excluded or limited (and regardless of whether that other adviser or professional would have been able to pay the contribution to us).
- 13.6 We shall not have any liability for any loss or damage suffered as a result of the use by you of our work products or advice in any other matter or for any other purpose than for which they were given, or use of WeSynch and/or its content outside the scope of the Agreement and these general terms. Except as provided in clause 13.9, we shall not have any liability to any third party through the use by you of our work products or advice.



13.7 Unless the engagement specifically included the rendering of tax advice, we will not assume any liability for loss or damage suffered by means of tax being imposed or the risk of tax being imposed on you as a result of our services.

13.8 We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which events we could not reasonably have anticipated at the time we accepted the engagement and whose consequences we could not reasonably have avoided or overcome.

13.9 If we, at your request, agree that an outside party may rely on our work products 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 would have been 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. The aforesaid also applies if we, at your request, issue certificates, opinions or the like to an outside party.

13.10 You are liable to us for any damages caused to us or any third party due to your breach of these general terms and conditions, including, but not limited to, the use of WeSynch in breach hereof. Furthermore, you agree to indemnify us in relation to any claims, costs (including reasonable legal costs) damages, expenses, liabilities and losses incurred by us arising in any manner in relation to your breach of these general terms and conditions.

14. COMPLAINTS AND CLAIMS

14.1 We do hope you are satisfied with our services and that we fulfil your expectations. If, for any reason, you are dissatisfied with our services or have a complaint, you should notify the relevant engagement lawyer as

soon as possible. You may also contact our CEO.

14.2 Claims must be made in writing, be submitted to our CEO (contact details are contained on our website) and be accompanied by an account of our alleged fault or negligence and your loss or damage caused thereby. In order to be enforceable, the claim must be submitted within a reasonable time but not later than six months after the date when you became (or, after reasonable investigations, should have become) aware of the loss or damage and that our alleged fault or negligence may have occasioned that loss or damage. A claim cannot be made under any circumstances after the expiry of the period of limitation that applies according to applicable law.

14.3 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 - taking into consideration the limitations of liability in these general terms and conditions, any engagement letter or due diligence report or other document - you are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such claim without our consent we will not accept any liability for that claim.

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

15. ALTERNATIVE DISPUTE RESOLUTION

15.1 If no joint understanding can be reached in accordance with section 14 a client who is a consumer has the possibility to get a dispute tried by the Swedish Bar Association's Consumer Disputes Board (Sw. *Advokatsamfundets konsumenttvistnämnd*), an authorized committee for alternative dispute resolution in accordance with the



Act (2015: 671) on alternative dispute resolution in consumer relations. A consumer is legally defined as a natural person acting outside the boundaries of business and professional activity.

For more information regarding the Consumer Disputes Board please visit www.advokatsamfundet.se/konsumenttvistnamnden

Postal address:
Box 27321,
102 54 Stockholm

E-mail:
Konsumenttvistnamnden@advokatsamfundet.se

Telephone: 08-459 03 00

- 15.2 The European Commission has set up an online platform for alternative dispute resolution where you as a consumer can turn to get your dispute tried online if you have a complaint about a product or service that you purchased online. The Swedish Bar Association's Consumer Disputes Board is connected to the platform.

16. PROFESSIONAL INDEMNITY INSURANCE

We maintain professional indemnity insurance in addition to the Swedish Bar Association's compulsory professional indemnity insurance. We will not disclose the amount of the insurance cover but can upon request provide a written opinion from our insurance broker confirming that the cover is in line with market practice.

17. TERMINATION OF ENGAGEMENT

- 17.1 You may terminate our engagement at any time by requesting us in writing to cease acting for you. If you do so, you must still pay our fees for services provided and expenses incurred prior to the date of termination.
- 17.2 Circumstances may exist either by law or according to the code of conduct that require or allow us to decline or withdraw

from representing a client. Among other things, this may be the case in the event of inadequate client identification, suspicions of money laundering or terrorism financing, conflict of interest, failure to pay our fees and expenses, failure to supply adequate instructions or if confidence and trust no longer exist between us. If we decide to terminate our engagement, you must still pay our fees for services provided and expenses incurred prior to the date of termination. An engagement will in any event end when we have fulfilled your instructions in relation to that engagement.

- 17.3 Upon termination of your Agreement you will be granted reasonable time to retain your User Content from WeSynch.

18. DOCUMENT RETENTION

- 18.1 After the conclusion or termination of an engagement, we will keep (or store with a third party) essentially all documents and work products accumulated or generated in a matter, whether on paper or electronically, for a period of time which we deem to be adequate for that particular type of engagement, however under no circumstances for a period of time shorter than that required by law or under the code of conduct.

- 18.2 Since we are under an obligation to retain essentially all documents and work products accumulated or generated in a matter, we cannot meet any request by you to return (without keeping a copy) or destroy a document or work product in advance of the expiration of the retention period. If you ask us to empty our electronic files within our document management system, we will comply with your request to the extent permitted by law and the code of conduct (but retain a physical copy of each document or save them onto any electronic storage media) and normally against payment if the work involved is time-consuming.



- 18.3 Unless otherwise expressly agreed, all original documents will be sent to you at the conclusion or termination of an engagement. We are however entitled to keep a copy of such documents
19. **GOVERNING LAW AND DISPUTE RESOLUTION**
- 19.1 These general terms and conditions, the Agreement, engagement confirmation and all other issues which are attributable to our engagement or engagements on which we have advised you, are governed by and will be construed in accordance with Swedish substantive law without reference to any rules or principles on conflicts of laws.
- 19.2 Any disputes, controversy or claim arising out of or in connection with these general terms and conditions, our engagement letter, our engagement or our advice or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The place of arbitration shall be the place where your engagement lawyer mainly operates. The language to be used in the arbitral proceedings shall be English.
- 19.3 Arbitral proceedings conducted with reference to clause 19.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential and may not be disclosed to a third party without the express consent of the other party. You or we shall however not be prevented from disclosing such strictly confidential information in order to preserve your/our rights against the other party or, if you or we are required to so disclose, pursuant to mandatory law or similar.
- 19.4 Notwithstanding clause 19.2 Synch shall always be entitled to commence proceedings for the payment of any amount due in respect of the engagement or otherwise in any court or authority (for example the Swedish Enforcement Authority) having jurisdiction over you or any of your assets.

