

General terms and conditions for the Law Firm VICI (2024:1)

1 General

- 1.1** These general terms and conditions applies to contracts between Advokatfirman VICI AB ("VICI") and its clients, regarding legal assistance and other legal services.
- 1.2** A contract of that nature between VICI and a client is also subject to the Swedish Bar Associations code of conduct ("VRGA") rules.
- 1.3** "Contract", "engagement", "projects", "service"/"services" and "matter" should be considered having the same meaning unless the context implicate otherwise.
- 1.4** These terms and conditions applies (when applicable) with the engagement letter that has been produced for a certain engagement. The engagement letter shall have precedence in case of a conflict between these terms and conditions and the engagement letter.

2 Project organization

- 2.1** VICI carry out their engagements as projects. This means that there will be at least two lawyers appointed for each engagement, whereof one is primarily responsible, and one is secondarily responsible.
- 2.2** The lawyer who is primarily responsible for the engagement bears the main responsibility for the handling of the engagement. Which consists of planning the work in a way that is devoted to encouraging an effective and high-quality handling.
- 2.3** The lawyer who is secondarily responsible assists the primarily responsible lawyer in the handling of the engagement. The secondarily responsible lawyer is also responsible for the handling of the engagement when the primarily responsible lawyer is out of office or not available.
- 2.4** Both the primarily- and the secondarily responsible lawyer shall be available for the client in accordance with what was agreed upon between VICI and the client.
- 2.5** Additional lawyers and other staff can, by allocation of the primarily responsible lawyer, work with an engagement.
- 2.6** The choice of the primarily- and secondarily responsible lawyers is decided first and foremost based on which specialist knowledge the engagement requires.

3 Fees and expenses

- 3.1** VICI strives after a competitive pricing for its legal services. The fee is foremost based on the rules of VRGA, but also on the particular contract between VICI and the client. If VICI and the client have not expressly agreed upon something else, the size of the fee will among other things be based upon the following factors: (i) the extent of the engagement (ii) the type of engagement (iii) the engagements complexity and the need for specialist knowledge (iv) the qualification and experience needed (v) the amounts involved (vi) the risks assumed (if any) by VICI (vii) time constraints and (viii) the result achieved.
- 3.2** VICI is open for discussion regarding detailed budgets and other forms of fee arrangements.
- 3.3** In case the client requests it and, if the current engagement allows it, VICI will leave a rough estimation of the fee that the engagement will result in. An estimation of that sort is in no way binding for VICI.
- 3.4** All of the fees are exclusive of value added tax, sales tax and other taxes and fees that are applicable.
- 3.5** In addition to the fee, VICI will charge the client for the costs of different types of expenses that are necessary and adequate for the execution of the engagement. Such costs could consist of cost for travelling, accommodation, surveys, investigations and other expenses. VICI are entitled to request payment for costs in advance.

4 Invoicing and payment

- 4.1** VICI sends invoices for fees and costs on a monthly basis.
- 4.2** An invoice is either preliminary (on open account basis) or final. A preliminary invoice may not include an exact assessment of the amount payable for the current engagement. A final presentation of the total fee will be handed over in a final invoice after the end of the engagement.
- 4.3** VICI has the right to retainers. The retainers should be reasonable by taking the estimated extent of the work, which is going to be performed during the time that the retainer refers to, into account. The retainer is used to adjust future invoices. VICI has the right to demand additional retainers when a retainer has been paid and, totally or partially, been deducted against issued invoices. The total fee can be higher or lower than paid retainers.

- 4.4** From clause 3.5 follows that VICI has the right to request payment in advance for costs.
- 4.5** Claims regarding fees or costs will be due within 10 days after the invoice date.
- 4.6** VICI has the right to receive a default interest determined by the Swedish Interest Act (1975:635) when there is a delay with the payment. VICI also has the right to compensation for costs regarding debt collection according to the Swedish act (1981:739) regarding compensation for debt collection.
- 4.7** In a dispute or a litigation proceeding, or within the context of an arbitration proceeding, the losing party is normally ordered to pay the costs of the winning party. There are however exceptions from this main principle. The winning party may, under certain circumstances, not be granted full compensation for their costs. Such compensation can also be partial. Irrespective of whether you should be the winning or losing party or not be granted full compensation for your costs, you as a client are required to pay VICI for the services delivered and the costs that VICI has had in relation to the engagement.
- 4.8** In case you as a client has an insurance that can be used for financing VICI's fee and costs, VICI will assist you in your contacts with the insurance company. VICI is however never bound by the terms and conditions that apply between the client and the client's insurance company. The client is under all circumstances liable for the payment in relation to VICI. The existence of insurance does not alter the provisions regarding invoices and payments in the 4.1-4.7 clauses.

5 Identification

- 5.1** VICI is, in some cases, obligated to confirm the clients' identity and ownership structure as well as to seek other central information about the matter. This information could include the origins of funds and underlying motives for a certain transaction.
- 5.2** VICI has the right to request information about the clients, managing directors, owners and other representatives' identity.
- 5.3** VICI is obliged to report to the police authorities whenever there is a suspicion about money laundering or financing of terrorism. VICI is prohibited to inform the client that such a report has been made and is also obliged to decline or withdraw from the engagement.
- 5.4** VICI is not responsible for the loss or damage that a client or a future client suffers

due to VICI taking action according to clauses 5.1-5.3 above.

6 Personal data

- 6.1** VICI is the data controller of personal data provided to it in connection with engagements and engagement requests. The personal data may be supplemented with data that VICI obtains from external sources.
- 6.2** The personal data will be used in the evaluation of whether VICI could undertake an engagement or not, as well as for the implementation of engagements. VICI also uses the personal data to the purpose of complying with statutory obligations, as well as to comply with the rules of VRGA. The personal data could also be used for client and business analyses, statistics and risk management, and for marketing purposes.
- 6.3** By engaging VICI, the client accepts that VICI will process personal data and other collected information that has been collected in accordance with the clauses 6.1-6.2. The client is responsible for the acceptance of such processing from his or her representatives and employees.

7 Services and advice

- 7.1** VICI carry out engagements on the basis of circumstances, facts, data and instructions provided by the client. VICI are entitled to presume that such information is accurate and complete.
- 7.2** VICI do not provide any purely financial or commercial advice regarding a certain transaction or agreement.
- 7.3** VICI's services only include legal guidance in Sweden. Statements about a foreign legal systems affect on a certain deal or transaction, should not be considered as guidance. VICI are not liable for such a statement, and the client cannot base his or her decision on such a statement. Analyses of questions regarding a foreign legal system shall only occur by engaging a lawyer that is authorized to practice law in the relevant legal system.
- 7.4** Advice and instructions regarding the legal position are based on the legal position at the time when the advice or instruction were given. VICI do not undertake any responsibility to update the advice and instructions we have provided to take account of subsequent changes in the legal position.

8 Limitation of liability

- 8.1** VICI are only to be held liable for financial damage that is a direct result of VICI's fault or negligence.

- 8.2** It is incumbent upon the client to fully prove the sustained loss or damage. The client is also required to fully prove that there is an adequate causation between the suffered loss and damage and the fault or negligence of VICI.
- 8.3** VICI's liability to the client only covers the final financial loss or damage that the client has sustained. Deductions shall therefore be made with, among other things, insurance compensation, tax deductions and other amounts according to another contract or indemnity. Deductions shall also be made for such loss or damage that could have been avoided if the client took reasonable measures to limit the loss or damage.
- 8.4** The client is never entitled to compensation for consequential damages.
- 8.5** VICI does not accept any liability towards any third party through the clients' use of our advice.
- 8.6** If VICI is engaged by a client to give tax related advice, VICI's liability for faults or negligence does not cover any taxes payable by the client, unless it was clear at the time of our advice that the client could have achieved his or hers commercial objectives using an alternative structure or method at no additional cost or risk and would thereby have permanently avoided the payment of such taxes.
- 8.7** VICI is not to be held liable for the loss or damage suffered as a result of events beyond VICI's control, which events VICI reasonably could not have anticipated at the time VICI accepted the engagement and whose consequences VICI could not have reasonably avoided or overcome.
- 8.8** VICI's liability can never exceed an amount of SEK 47 million.
- 8.9** A limitation of liability which according to these general terms and conditions apply for VICI, also applies in every aspect to partners, former partners, lawyers, counsels and other individuals that is employed or engaged by VICI or has been employed or engaged by VICI.
- 9 Complaints and preclusion, etc.**
- 9.1** It is incumbent on the client to inform VICI about claims as a result of fault or negligence from VICI. A complaint must be submitted within a reasonable time, but not more than six (6) months from the time that the client became, or should have become, aware of the event that the complaint is based upon.
- 9.2** Complaints must, under all circumstances, be submitted within 12 months from the expiry of the month during which the event, or the earliest of events, that the complaint is based upon, took place.
- 9.3** Complains must be made in writing and sent by either mail or e-mail. It must contain an account of VICI's alleged fault or negligence and the loss or damage that the clients claims to have suffered.
- 9.4** It is incumbent on the client to prove that the complaint has been submitted in time.
- 9.5** In case the client does not submit a complaint in the right form or time according to the 9.1-9.4 clauses, the client loses his or hers claim.
- 9.6** In case the clients claim is based upon a claim against the client by an authority or other third party, VICI shall be entitled to meet, settle and compromise such claim on the client's behalf, provided that (taking into consideration the limitations of liability in these general terms and conditions) the client is indemnified by us. In case the client meets, settles, compromises or in another way take action concerning such a claim without VICI's consent, VICI shall not be held liable for the claim.
- 9.7** In case the client is compensated by VICI in respect of a claim, the client shall, as a condition for such compensation, transfer the right of recourse against third parties to us or to our insurers by way of subrogation or assignment.
- 10 Liability Insurance**
- 10.1** VICI has customized liability insurance for its operations with well-known insurance companies.
- 11 Intangible properties / Immaterial rights**
- 11.1** Copyright and other intellectual property rights to the work results that VICI produces for the client shall belong to VICI. The client has the right to use the work result for the purpose for which the result was produced. Work results may not be publicly disseminated or used for marketing purposes without the written consent of VICI.
- 12 Confidentiality**
- 12.1** All information provided by the client, is subject to confidentiality in accordance with the provision in Chapter 8 in the Swedish Code of Judicial Procedure and VRGA. VICI undertake to protect the information in an appropriate manner.
- 12.2** VICI may, under certain conditions, by law be obligated to disclose information. Disclosure is also permitted under certain condition by VRGA. Such disclosure does not

constitute a violation of the agreement between VICI and the client or VRGA.

- 12.3** In the event of an assignment for more than one (i) client, it is VICI's obligation according to VRGA, to provide all clients with the information regarding the assignment that VICI, which VICI has access to. Nor does such disclosure constitute a breach of the agreement between VICI and the client or VRGA.
- 12.4** In the events that VICI or the client, within the framework of an assignment, engage a specialist, an expert, an adviser or another consultant VICI has the right to disclose information and material to such engaged person, with the aim of enabling the engaged person to complete his or her assignment. VICI may also, to such engaged person, disclose information to which VICI has gained access after measures and controls according to clause 5.
- 12.5** VICI may by law be required to provide tax authorities with information about the client's VAT number and the amounts that VICI has invoiced the client. By hiring VICI, the client deemed to have given his or her consent to such disclosure of information.
- 12.6** In the event that an assignment or a transaction has become public, VICI has the right to provide information about its participation and other generally known information in VICI's marketing. The same shall apply to assignments or transactions which not become public, provided that the client gives its express consent to it.

13 Communication

- 13.1** Communication between VICI on one hand and customers and other people involved in an assignment on the other hand takes place using different types of communication channels. If nothing else has been agreed separately, communication primarily takes place via e-mail, regular mail and telephone (both voice and SMS).
- 13.2** The client is aware of that communication through e-mail and in general through Internet is associated with risks in terms of intrusion and other unauthorized access. VICI is not responsible for any such risks. Should the client wish to communicate with VICI in a special way, it is the client's responsibility to notify VICI in this regard.
- 13.3** The client is aware of that there is a risk that e-mail, and other electronic messages may be filtered by spam filters and other security software. The client should therefore follow up on particularly important messages by phone.

14 Conflict of Interest

- 14.1** According to VRGA, VICI is prevented from undertaking assignments on behalf of a party if there is a conflict of interest in relation to a client. Before an assignment is accepted by VICI, VICI checks for the existence of a conflict of interest. In the event of a conflict of interest, VICI may not undertake the assignment.
- 14.2** According to VRGA, VICI is also obligated to continuously control whether any circumstance that may cause a conflict of interest in an assignment arises. In the event of such circumstance, VICI is obligated to withdraw from the assignment.
- 14.3** With respect of the rules regarding conflict of interest, VICI needs updated and correct information about the client, any counterparty, and any other involved party. The client is, accordingly, obligated to provide VICI with such relevant information as it is requested for VICI to control the existence of a conflict of interest.

15 Termination of assignment

- 15.1** The client is entitled, at any time, to request termination of the agreement between the client and VICI. Such a request shall be made in writing with the instruction that VICI no longer represents the client in the assignment. In the event of a termination of the agreement between the client and VICI, the client is still obligated to pay for fees and costs related to work VICI has performed and expenses that VICI has had up to the time of termination of the assignment.
- 15.2** VICI may, by law or VRGA, have the right or be obligated to decline or resign an assignment. Such declining/resignment from an assignment can be constituted by non-payment of claims regarding fees or costs, existence or arise of a conflict of interest, suspicion according to the legislation regarding money laundering or financing of terrorism, insufficient instructions from the client and lack of trust between the client and VICI. In the event that VICI declines/resigns from an assignment, the client is still obliged to pay for fees and expenses related to work VICI has performed and expenses that VICI has had up to the time of termination of the assignment.

16 Archiving

- 16.1** VICI is, according to law and VRGA, obligated to keep all documents, related to an assignment, after the assignment has been ended. Such storage takes place either in-house or through the care of third parties and can take place both in physically and in

electronic form. The documents will be kept archive for as long as VICI, taking the nature of the assignment into account, considers appropriate, but never shorter than the requirements in the law and VRGA.

16.2 With respect to VICI's obligation of archiving all documents related to an assignment, VICI cannot comply with the client's request to restore or destroy a document or a work result before the end of the archiving period. The client's request of emptying an electronic file, can only be complied with on the condition that VICI makes and keeps physical copy paper and/or electronic copies of the documents. VICI is entitled to compensation for such work.

16.3 If VICI and the client have not agreed upon anything else, VICI will after the end of an assignment provide the client with all original documents to the extent that such are held by VICI. VICI will in any case retain copies of such documents.

17 Amendments

17.1 These Terms and Conditions may be changed by VICI. The current version of the Terms and Conditions is published on VICI's website, www.vici.se. Amendments or adjustments shall apply on assignments which begin after the revised version of the Terms and Conditions is published on the website.

18 Governing law

18.1 The assignment between the client and VICI, the Terms and any other agreements between the client and VICI, shall be governed by and subject to Swedish law.

18.2 When applying Swedish law, rules and principles of international private and procedural law must be disregarded.

19 Dispute resolution

19.1 Dispute between the client and VICI shall be settled by arbitration and administered by Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

19.2 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.

19.3 The arbitral proceedings shall take place in Malmö, Sweden, and the proceedings will be conducted in Swedish.

19.4 The arbitration is subject to confidentiality. The confidentiality shall cover all information, which emerges during the arbitration. The same applies on decisions or arbitrations, which are announced in connection with the procedure. Confidential information may not be distributed in any form or way to third party unless the other party gives its written consent thereof.

19.5 Regardless of clause 19.1-19.4, VICI is entitled to apply for a payment order with the Swedish Enforcement Agency or bring an action before court against the client at the Swedish general court, in order to have the overdue claim settled. The first instance shall be Malmö district court.

19.6 Regardless of point 19.1-19.5, disputes between VICI and the client, if the client is a consumer, can instead be handled by the Bar Associations' Consumer Disputes Board in accordance with the Act (2015:671) regarding alternative dispute resolution in consumer relations.

19.7 By "consumer" means a natural person who acts for purposes which fall outside business- and professional activities.

19.8 For disputes to be handled by the Bar Associations' Consumer Disputes Board, requires that the amount of the disputes relates to an amount of minimum of SEK 1 000 and maximum of SEK 200 000. The Bar Associations' Consumer Disputes Board's contact details are the following: Box 273 21, 102 54 Stockholm. E- post: konsumenttvistnamnden@advokatsamfundet.se

19.9 For more information regarding the Bar Associations' Consumer Disputes Board, visit the following website: <https://www.advokatsamfundet.se/konsumenttvistnamnden>