

## General Terms and Conditions (E 2021:1)

These general terms and conditions apply for all services that Stockholm Compliance Advisor AB (“SCA”), org. nr 559329-2559, provides, unless otherwise agreed in writing, and together with assignments and other agreements, constitutes the assignment agreement (“assignment agreement”) between the client (“client”) and SCA (individually “party” and together “the parties”). By entering into an agreement with SCA, you are deemed to have agreed to these general terms of conditions.

### **1. Services**

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- 1.1** SCA provides legal and regulatory compliance advice, specializing in the financial legal and regulatory areas.
- 1.2** SCA’s advice and services are adapted to the conditions of the individual assignment, the facts presented to SCA, the legal situation at the time of execution of the assignment, and the instructions that the client gives to SCA. The advice must not be used for any purpose other than that for which it was provided.
- SCA’s advice covers legal and regulatory questions in the specific assignment, and to the extent that SCA provides mathematical calculations or expresses opinions or considerations on issues other than legal or regulatory issues, SCA assumes no responsibility for the consequences that may follow from this. SCA does not provide advice regarding tax or tax legal consequences.
- 1.3** For SCA to fulfill the assignment effectively, the client undertakes to inform SCA of significant events or new information that can conceivably affect the execution of the assignment.
- 1.4** Unless specifically agreed, SCA only provides advice regarding Swedish law, the Swedish supervisory authority’s regulations, and general advice.
- 1.5** Cooperation between the parties is limited to the services provided according to the assignment agreement. nothing in the assignment agreement shall be interpreted as if the parties have entered into a partnership agreement, agency agreement, or employment relationship.

### **2. Processing of personal data**

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- 2.1** The parties are responsible for processing personal data in accordance with the legislation in force at any given time. Personal data submitted to SCA will be used in the preparation, administration, and fulfillment of assignments and for marketing purposes and the development of SCA’s services. To fulfill SCA’s statutory obligations under Act (2017:630) on measures against money laundering and terrorist financing, SCA may also need to collect, store, process, and use the personal data of the client’s representatives and beneficial owners. The client is responsible for ensuring consent to such processing. By engaging SCA, the client is deemed to have consented to SCA

collecting, storing, processing, and using personal data as specified in this point.

### **3. Intellectual Property Rights**

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- 3.1** Copyright and other intellectual property rights to the work results that SCA generates for the client belongs to SCA, but the client has the right to use the result for the purposes for which it is provided. The client has the right to later make additions to, reductions in, and changes to such results without obtaining SCA’s consent or opinions. SCA is not responsible for any damage to the client or other deficiencies due to such additions, reductions, or changes. Unless otherwise specifically agreed, no document or other work result may be given general distribution or used for marketing purposes.
- 3.2** Neither party has the right to use the other party’s company, trademark, or similar in their marketing without the other party’s approval. The parties do not acquire any right to the other party’s company name or brand through this agreement.

### **4. Secrecy**

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- 4.1** The information that the client provides to SCA is subject to confidentiality. SCA protects the information the client provides to SCA appropriately and in accordance with the applicable rules on handling personal data. When a certain assignment has become public knowledge, SCA has the right to use in its marketing such information about the assignment SCA performed for the client that has already become public knowledge or that the client has consented to.
- 4.2** SCA may not reveal conditions at the client, including business models, business ideas, working methods, systems, and the like, to outsiders. “Confidential Information” means all information and data, including oral and visual information and data recorded in writing or in a database (whether in a legible, machine-readable, or electronic form, by any other medium or method) which is in any way attributable to the terms of this Agreement or the business affairs or the clients of the parties.
- 4.3** The parties shall not publish, communicate or disclose the other party’s business or businesses or the party’s clients. The client may, however, recommend SCA to other potential clients. In the event that SCA would like to use information about an assignment in its marketing, SCA may only do so after the client’s express consent.

#### **4.4** Parties shall

- (i) preserve and protect confidential information with at least the same care normally used to protect their information of a similar nature,
- (ii) use such confidential information solely for the purpose of fulfilling its obligations under the assignment agreement,
- (iii) disclose such confidential information only to the extent necessary for this purpose,
- (iv) limit disclosure of confidential information to its employees, board, consultants and agents who have a need to know and to inform them of their obligations under the engagement agreement, and
- (v) not disclose such confidential information to third parties without first obtaining written approval from the other party unless such disclosure is supported by law or required by an authority.

**4.5** The parties must take all reasonable measures to protect confidential information provided within the framework of the assignment agreement to ensure that no unauthorized person will gain access to the information. Upon termination of the assignment agreement, neither party may use confidential information belonging to the other party. Upon request of the other party, the party shall return all copies of documents/materials containing this party's confidential information.

**4.6** If SCA is obliged by law or authority decision to release information, the confidentiality obligation towards the client shall not apply.

### **5. Communication**

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**5.1** SCA can communicate via e-mail and the Internet on assignments. SCA assumes no responsibility for risks that may arise from a security and confidentiality point of view during such communication. SCA communicates via e-mail or the Internet in connection with an assignment, unless the client has expressly notified that SCA shall not communicate via e-mail or the Internet in connection with such an assignment. In such a case, SCA can, together with the client, take measures to use other communication channels. SCA's spam and virus filters and other security arrangements are sometimes at risk of rejecting or filtering out even legitimate e-mail. The client should therefore follow up important e-mails to SCA via other communication.

**5.2** To the extent that the assignment or the result of the assignment includes or leads to communication with third parties, including authorities, SCA must be given the opportunity to take part in the content of such communication in advance.

**5.3** All communication between SCA and the client due to an assignment agreement must take place between SCA's board and the client.

### **6. Invoicing and Payment**

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**6.1** Fees are paid according to a separate agreement, for example through assignment confirmation.

**6.2** Unless otherwise agreed, SCA's fees are determined on the basis of a number of factors, such as (i) time spent, (ii) the experience and resources required by the assignment and (iii) the complexity of the assignment. Consideration will also be given if the assignment was so urgent that the work had to be carried out with special speed requirements after regular working hours, weekends or public holidays. The shortest charged time required per counseling session is 0.25 h.

**6.3** In addition to the fees, SCA charges compensation for costs and expenses incurred within the assignment. This may apply, for example, to travel costs or costs for notarization measures such as an apostille.

**6.4** In addition to the fee and any cost reimbursement, value added tax is added in cases where SCA is obliged to charge this. Fee amounts are therefore always stated excluding value added tax.

**6.5** The client is responsible to SCA for ensuring that the person or persons at the client who commissions SCA have the authorization and authority required by the order.

### **7. Fees and Costs**

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**7.1** SCA will invoice the client on an ongoing basis or after completion of the assignment, unless otherwise agreed. Invoicing takes place by e-mail unless the client has notified that the invoice should be sent by regular mail.

**7.2** Each invoice indicates its due date. The due date is 15 days from the invoice date.

**7.3** In case of late or non-payment, late payment interest is charged at the interest rate that follows by law from the due date of the invoice until payment is received.

**7.4** In the event that the client does not pay the invoice or is late with payment of the invoice, SCA reserves the right to withdraw from the assignment.

### **8. Responsibility and Limitations of Liability**

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**8.1** SCA's liability for damages is limited to advice in financial law and the financial regulatory area. SCA's advice never implies a guarantee for a certain outcome. The advice does not per se consider any other legal, or commercial, aspects than the financial legal and financial regulatory ones. SCA does not give advice with regard to, for example, tax consequences. Damage attributable to consequences in other areas, such as fiscal consequences of SCA's advice, are always excluded from SCA's liability.

The client's relationship in the assignment is with SCA only and not with any natural or legal person connected to SCA. To the extent that otherwise does not follow from mandatory law, no natural or legal person connected to SCA (for example, shareholder, partner or employee) shall have any individual responsibility towards the client, and these general terms and conditions (including the limitations of liability stated in them) shall apply in favor of for all these natural and legal persons.

**8.2** SCA's liability for damages is limited to the client's direct damage, caused by intent or gross negligence, and can at most amount to the fee paid by the client for the performance of the assignment during the last twelve months. SCA's liability towards the client shall be reduced by amounts that the client can receive under insurance the client has taken out or is otherwise covered by, or an agreement or indemnity obligation that the client has entered into or is a beneficiary of.

**8.3** Claims related to advice from SCA must be made as soon as the client has become aware of the circumstances on which the claim is based. The client may not make a claim later than four months after the later of (a) the day on which the last invoice was issued for the assignment to which the claim relates and (b) the day on which the relevant circumstances became known to the client or, after reasonable investigation, could have become known to the client.

**8.4** If the client's claim against SCA is based on third-party or authority claims against the client, SCA shall have the right to meet, settle and settle the claim on the client's behalf, provided that SCA indemnifies the client. If the client settles, settles or otherwise takes any action regarding such a claim without SCA's consent, SCA shall have no responsibility for the claim

**8.5** A party is exempt from penalty for failure to fulfill a certain obligation according to the assignment agreement if the failure is based on a circumstance ("exempting circumstance") that is beyond the party's control and which prevents or significantly hinders timely fulfillment thereof.

**8.6** War, act of war, entry or exit ban, natural disaster, restrictions on public transport or energy supply, official action or omission, new or amended legislation, conflict on the labor market, blockade, fire, flood, extensive loss or destruction shall be considered as liberating circumstances. of property or accident of a greater extent as well as error in or delay in delivery from the supplier which is based on this point. The spreading of infection or similar, e.g. during a pandemic. The illness or absence of the responsible consultant due to health reasons for a partner, spouse or child.

**8.7** The party that invokes relief according to the provisions above must notify the other party of this within a reasonable time.

## **9. Termination of Assignment**

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**9.1** The assignment agreement applies immediately when the parties have signed confirmation of the assignment and runs until further notice unless otherwise agreed. Confirmation of assignments takes place via e-mail or letter.

**9.2** The client has the right to terminate SCA's assignment at any time. In the event of termination or SCA's withdrawal, the client must pay for SCA's work and the costs SCA incurred up to the day of termination of the assignment or SCA's resignation in accordance with these general terms and conditions. SCA has the right to terminate SCA's assignment towards the client at any time, provided that such termination does not mean that the client incurs direct damage according to clause 8.2.

**9.3** Regardless of what is stated in section 9.2, SCA always has the right to immediately terminate the assignment agreement by written notice to the client if any of the following situations occur:

- (i) The Client enters into a composition settlement or other voluntary agreement with its creditors, becomes subject to corporate restructuring or bankruptcy proceedings;
- (ii) If the client goes into liquidation;
- (iii) The client does not fulfill his obligations in accordance with point 7.4
- (iv) The client is acquired by an outside party that conducts completely different operations with the first-mentioned party or its group company. Acquired means that control over a party is transferred to another party.
- (v) The client commits a material breach of contract and the client realizes or should have realized that the breach of contract was material. Furthermore, SCA has the right to terminate the assignment agreement with immediate effect if the client commits another breach of contract and does not remedy the breach of contract within ten (10) days after a written request to do so.

## **10. Changes**

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**10.1** These terms and conditions may be changed by SCA from time to time. Unless otherwise specifically agreed, an assignment is governed by the conditions that apply when the assignment was accepted by SCA. The latest version is always available on SCA's website, [www.scadvisor.se](http://www.scadvisor.se).

## **11. Applicable Law and Dispute Resolution**

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**11.1** Swedish law shall be applied to these general conditions, any special conditions for the assignment, assignment confirmation and SCA's advice and services

**11.2** Disputes that arise due to these general conditions, any special conditions for the assignment, assignment confirmation and SCA's advice and services must be finally settled by a Swedish general court