

General Terms and Conditions (2019:1)

1. Introduction and scope of the assignment

These general terms and conditions apply to and encompass all counselling and services that we, Advokatfirman Titov & Partners KB (hereafter Titov & Partners), provide our clients in each specific assignment. Your relationship is only with Titov & Partners and not with any current or previously related or affiliated legal entity or natural person. The general terms and conditions apply even if the assignment includes counselling in different areas of law, in different parts of a transaction, dispute or other type of advice, and even if the counselling involves other natural persons and legal entities. Ordinarily the assignment is described in a separate Assignment Confirmation. The scope of each assignment may change as the assignment is carried out.

The advice we provide relates only to the legal situation in Sweden at the time the advice is given, or at the time otherwise indicated when advice is imparted.

2. Identity verification; suspicion of money laundering or terrorist financing

Titov & Partners is subject to the Money Laundering and Terrorist Financing (Prevention) Act (2017:630), which means that Titov & Partners is required to request valid identity documents etc. pursuant to the provisions of the act.

We are required by law to report suspicions of money laundering or terrorist financing to the Financial Intelligence Unit within the Swedish Police. We are also legally prevented from informing you of such suspicions and whether such suspicions have been reported or will be reported.

3. Provision of VAT number to the Swedish Tax Agency

When we provide services to a client within the EU VAT area, and where Swedish VAT is not charged, we are required to provide the client's VAT number to the Swedish Tax Agency along with the value of the services provided in a periodic compilation.

4. Market abuse directive

If you are an issuer subject to the obligation to produce a so-called insider list pursuant to Article 18 of the EU's market abuse directive (596/2014/EU), and we, through our assignment, gain access to insider information concerning you or your financial instruments, we will, provided we are notified as below, produce an insider list of the employees of, and affiliated with, Titov & Partners who have access to such insider information. By engaging Titov & Partners, you are deemed to have agreed, where applicable, to immediately notify us as soon as you judge that certain information that we have access to constitutes insider information with respect to financial instruments or related financial derivative instruments issued by you. Unless otherwise agreed, we will not, in situations other than those mentioned above, maintain a list of the employees of, and affiliated with, Titov & Partners who have access to such information concerning an assignment on your behalf. Our list will not contain information about persons with access to insider information other than those employed by, or affiliated with, Titov & Partners.

5. Conflicts of interest and confidentiality

All information that we receive from you as part of the assignment, and which is not public in nature, will be treated as strictly confidential. According to the guiding principles of good advocate conduct, we have a duty of confidentiality regarding you and all your business matters. This does not apply if you instruct us to disclose information, or if we are required by law or court order to disclose the information.

However, if we cooperate with another advisor or specialist within the context of the assignment, we have the right to disclose such information as is deemed relevant to the performance of the assignment.

6. Communication

The communication with you will be done via e-mail and the internet, even if this poses certain security risks. If you want communication to take place in some specific way, we ask that you notify us of this. We do not accept any liability for damages that may arise as a result of our communication with you.

Our spam and virus filters can sometimes reject or prevent an e-mail from you reaching us, and you should therefore follow up to ensure that important messages have been received by the correct recipient.

7. Intellectual property rights

All rights, such as copyright and other intellectual property rights, to our work results and advice belong to us. You have the right to use these for the purposes for which they have been provided to you.

Our advice and other work results may not, unless otherwise agreed, be generally circulated or used for marketing purposes.

8. Assignment reference

When a transaction or other assignment has become public knowledge, we may provide brief information in our marketing about our participation in the assignment with regard to other already publicly known information. We can thus use this information, for example by referencing the assignment in quotes, on our website, in social media, and in information given to ranking institutes/publications.

9. Feedback

To ensure that we constantly maintain the highest possible quality in the advisory services we provide, we would welcome the opportunity to have a feedback meeting with you.

10. Legal expense cover in disputes

If you have legal expense insurance, there is the possibility, in the case of certain disputes, that your insurance company can to some degree compensate you for your costs relating to legal counsel and other legal costs. If you want us to be involved in a claim regarding legal expense insurance, you must provide us with information on the insurance company and insurance number.

11. Fee, expenses and invoicing

We have the right to charge you a fee that is reasonable taking into account the nature and scope of the assignment (level of difficulty and importance, requirements for speed, the lawyer's skill, and the work results). Unless otherwise agreed, we normally invoice monthly for work performed. The fee may be invoiced as a partial fee or fee amount on open account. The nature and scope of the assignment may justify another invoice procedure and we will then invoice in a manner deemed appropriate for the assignment. With consideration given to good advocate conduct, we are also entitled to a reasonable advance on the fee and expenses.

If the invoice does not indicate a specific due date, payment is to be made no later than 30 days from the invoice being sent or a demand for payment having otherwise been issued. In the event of non-payment, penalty interest on arrears shall be payable by law.

If you do not pay the invoice, we reserve the right to discontinue the assignment.

If you are granted legal expense cover in the case, we will either request compensation from the insurance company after the case is over or, in the event the case is prolonged, in the course of the case. Any legal expense cover does not affect your payment obligation with Titov & Partners.

If the compensation that you may receive via any legal expense insurance would correspond to a lower hourly rate, or total amount, than our fee, you are liable for and must pay the difference to Titov & Partners.

If a court, or where appropriate, some other authority, in disputes and other proceedings, would decide on compensation for legal costs in an amount lower than what you have paid to us as a fee, this does not mean that you are entitled to reimbursement of paid fees, or that you are not required to pay upcoming fees for services provided.

In the case of advance payment, the funds are deposited in a client funds account in accordance with good advocate conduct and are kept separate from our own funds. Funds deposited in the client funds account may be used to pay our invoices.

12. Other advisors and specialists

The assignment may entail that other advisors and specialists are also required to assist you, and in these cases we help by recommending suitable advisors. We can also assist you by providing information to such advisors and concluding the requisite agreements with them on your behalf, as well as instructing the advisors and specialists to the extent required. When you give us power of attorney to contract other advisors and specialists on your behalf, this also entails that you give us the power to approve the limitation of their liability on your behalf. You are always liable to pay the fees and expenses of such advisors and specialists, regardless of whether these fees and expenses are invoiced directly to you or to us. Such other advisors and specialists are always independent in relation to us, and we assume no responsibility for the advice provided to you by other advisors and specialists, regardless of whether we have recommended them and participated in having you engage the other advisors and specialists.

13. Contact person at the firm and complaint handling

We want to ensure that you are satisfied with our services and that they meet your expectations. If, for any reason, you are dissatisfied or have a complaint, you must firstly inform the client manager or case manager as soon as possible. Alternatively, you can also contact our managing partner at managing.partner@titovlaw.se. At your request, the managing partner together with our quality and risk attorney will investigate your complaint and attempt to answer any questions you may have.

Claims related to advice that someone within Titov & Partners has given are to be presented to the managing partner as soon as you have been made aware of the circumstances on which the claim is based. Claims may not be made later than six months after the earliest of these two dates: (i) the date when the last invoice was issued for the assignment to which the claim relates, or (ii) the date when the circumstances in question became known to you or, following reasonable inquiry, could have become known to you. Under no circumstances may a claim be made later than ten years after the advice to which the claim pertains was provided.

14. Indemnity insurance

For our business, we have customised indemnity insurance in addition to the Swedish Bar Association's compulsory indemnity insurance.

15. Limitation of liability

Your relationship is only with Titov & Partners and not with any related or affiliated legal entity or natural person of Titov & Partners. Therefore, no one other than Titov & Partners can be held liable for the services provided, meaning that no natural person or legal entity that is or has been related to, or which is or has been affiliated with Titov & Partners, is individually liable in your regard. This applies regardless of whether you have expressly or implicitly requested that one or several particular lawyers/jurisconsults carry out the assignment.

Titov & Partners is only liable for damage incurred by the client if the damage was caused by Titov & Partners through error or negligence in the performance of the assignment. The liability shall be limited to thirty million Swedish kronor (SEK). Liability can only be claimed in relation to Titov & Partners, and not in relation to any other natural person or legal entity that is or has been related to or affiliated with Titov & Partners.

Without limiting the universality of the above, these general terms and conditions, and any special conditions, shall apply in favour of each of Titov & Partners' current or previously related, or current or previously affiliated, legal entities or natural persons (e.g. shareholder, Managing Director, board member, employee or consultant). Limitations on amounts then apply to Titov & Partners and current or previously related, and current or previously affiliated, legal entities and natural persons as if they collectively were one person.

We are not liable to you for the advice given and the assignment results that we have provided if these are used for purposes other than those for which they were provided.

We are not liable for losses or damage on the basis of you incurring, or risking incurring, taxes and tax surcharges as a result of our advice and work results, unless our assignment specifically relates to tax advice.

Our liability to you is reduced by any amounts that you may receive from an insurance policy, agreement, indemnity relationship, or equivalent.

16. Termination and withdrawal

You can terminate our assignment at any time. The law and good advocate conduct stipulate in which cases we have the right, and where applicable, an obligation to withdraw from the assignment. If you terminate the assignment or if we withdraw from the assignment, you are obligated to pay a fee for our work, expenses and costs we have incurred in accordance with these general terms and conditions.

17. Changes

These general terms and conditions may be amended from time to time. The latest version of the general terms and conditions is published on our website: www.titovlaw.se.

18. Language versions

These general terms and conditions are available in a Swedish version and an English version. For clients domiciled outside of Sweden, only the English version applies. The Swedish version only applies to clients domiciled in Sweden.

19. Processing of personal data

Titov & Partners processes personal data in accordance with applicable laws and regulations; more details are provided in the Titov & Partners Privacy Policy available on the website: <https://www.titovlaw.se>.

20. Dispute resolution

Disputes arising from the Assignment Agreement and these general terms and conditions shall be settled by the Swedish courts.

In the case of disputes between a consumer and lawyer at the law firm or with Titov & Partners, you have the right to have the case examined by the Swedish Bar Association's Consumer Disputes Committee: Sveriges Advokatsamfund's konsumenttvistnämnd, Box

27321, 102 54 Stockholm; www.advokatsamfundet.se/konsumenttvistnamnden. For you to be considered a consumer, you must not act as a trader.

21. Applicable law

The Assignment Confirmation and these general terms and conditions, as well as matters relating to these terms and conditions and to the assignment, shall be subject to and interpreted in accordance with Swedish substantive law.
