Ascente

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT (2026:1)

1. Introduction and scope of work

1.1. These general terms and conditions apply to all services that we, Ascente Law AB ('Ascente Law'), provide to our clients.

1.2. Ascente Law is part of AGRD Partners Group AB ('AGRD Partners'). These general terms and conditions apply together with and are supplemented by AGRD Partners' Code of Professional Conduct (the 'Code'). The Code in force from time to time is available on AGRD Partners' website: https://agrdpartners.com.

1.3. Any amendments to, or deviations from, these general terms and conditions are valid only if made in writing.

1.4. All aspects and parts of a transaction, a business arrangement or other matter shall be considered to be one and the same engagement, irrespectively of it involving several individuals or entities, is dealt with by several teams at Ascente Law, addresses several areas of law, or whether several separate invoices are issued, or whether we are acting for several legal and/or natural persons.

1.5. The scope of the work — which may subsequently be changed — is agreed with you at the outset of the engagement. At your request we will provide you with a written letter of engagement.

2. Identity check, money laundering and financing of terrorism

2.1. In certain engagements, we are under a legal obligation to check details including the identity and ownership structure of the client and certain entities and persons affiliated to the client, and gain information about the nature and purpose of the matter. Therefore, we may ask you to provide us with proof of identity and other information. We are under an obligation to verify these details and may therefore obtain information from external sources. We retain the information and documentation obtained by us in connection with these checks in accordance with the law.

2.2. We reserve the right to withdraw from the engagement if you do not provide us with information that we consider relevant.

2.3. We are required by law to disclose suspicions of money laundering or financing of terrorism to the Financial Intelligence Unit. We are prevented by law from informing you of having such suspicions or having made or contemplating on making such disclosure. If suspicions of money laundering or financing of terrorism exist, we are under an obligation to decline or withdraw from the engagement.

2.4. We are not liable for any loss or damage caused to you, directly or indirectly, as a result of our compliance with the obligations imposed on us as set out above.

3. Conflicts of interest

3.1. In accordance with the Code, each firm within AGRD Partners shall carry out conflict-of-interest checks in line with the principles set out therein. If we have a conflict of interest or there is a significant risk of a conflict of interest, we will decline or withdraw from the engagement.

3.2. The firms within AGRD Partners conduct their advisory activities and client work independently and free from influence from AGRD Partners or its owners. Conflict-of-interest checks are therefore carried out solely within the firm engaged by the client and do not extend to other firms within AGRD Partners. Accordingly, other firms within AGRD Partners may represent clients whose interests conflict with those of clients of Ascente Law.

3.3. Ascente Law is not liable for any loss or damage caused to you, directly or indirectly, as a result of being prevented from undertaking or completing an engagement due to a conflict of interest. To avoid a conflict of interest, it is important that, before and during the engagement, you provide us with the information that you consider may be relevant to determine whether an actual or potential conflict of interest exists.

4. Our services

4.1. Our work results and advice are tailored to the circumstances of the specific engagement, to the facts presented to us and to your instructions. Accordingly, you may not rely on the work results or advice in any other matter or use them for any purpose other than that for which they were rendered. Nor are we liable for conclusions or recommendations based on inaccurate or incomplete information or materials provided by you or third parties on your behalf.

4.2. Our advice never implies a guarantee of a certain outcome.

4.3. Unless otherwise specifically agreed, all information provided verbally, through discussion or presentation materials or in any draft versions are only preliminary and do not constitute legal advice.

4.4. Unless otherwise agreed, our advice in the engagement does not include advice on potential tax consequences.

4.5. We render advice only in respect of and based on the laws of Sweden. Based on our general experience of other jurisdictions, we may express views on legal issues in other jurisdictions. This is merely intended to provide the benefit of our experience and shall not constitute legal advice on which you can rely. However, we would be pleased to assist you in obtaining the necessary advice from lawyers in other relevant jurisdictions.

4.6. Our work results and the advice we provide to you in the engagement are based on the law in force at the time. Unless otherwise agreed, we do not undertake to update them in light of subsequent changes to the law. Information that we provide on a general basis (for example at seminars or in newsletters) is not to be considered advice on which you can rely.

5. Confidentiality

5.1. We undertake to treat any non-public information that you entrust to us or that we learn in connection with the engagement as strictly confidential. We will not disclose such information to anyone, unless you have given your express consent or disclosure is required by law or court order. Our duty of confidentiality is further elaborated upon in the Code.

5.2. We undertake not to share client information with AGRD Partners, its owners, or with other member firms of AGRD Partners. By way of exception, and in accordance with the Code, we may disclose limited client-related information to AGRD Partners' general counsel (or other designated compliance roles) for the purpose of assessing or investigating specific legal, regulatory or other special circumstances for compliance reasons, provided that such disclosure is necessary, proportionate and subject to appropriate safeguards, and that the recipient is subject to a duty of confidentiality equivalent to that which applies to Ascente Law.

5.3. If you instruct us to engage or liaise with other advisors or professionals in the course of the engagement, we are entitled to disclose information which we consider may be relevant to allow them to advise you or perform other services for you. The same applies to materials and other information obtained by us as a result of the checks and verifications that we have carried out under sub-clause 2.1.

5.4. Once a matter has become publicly known, we have the right to disclose our involvement and other information already in the public domain, for example by reference to the engagement in quotations, on our website or in submissions to ranking institutes. In these situations, we may also, unless you notify us otherwise, display your logos in our marketing materials. The same applies in relation to a matter that is not in the public domain if you have given us your express consent to making our involvement public. If we have reason to assume that you do not want us to disclose the information, we will ask for your consent before doing so.

5.5. We may be required by law to disclose information to the Swedish Tax Agency about your VAT registration number and the amounts we have invoiced you. By engaging us, you are deemed to have consented to our disclosing this information to the Swedish Tax Agency. Should you oppose our disclosure of this information, we will not be able to assist you.

5.6. Under Council Directive (EU) 2018/822 ('DAC6') and national legislation implementing DAC6, advisors are required to disclose details of reportable cross-border arrangements to relevant tax authorities in certain cases. This may also include informing other advisors of their obligation to disclose information. When you engage us, you are deemed to have consented to our disclosing such information in accordance with current legislation.

6. Insider lists

6.1. If you are required to draw up an insider list under Article 18 of the EU Market Abuse Regulation (596/2014/EU), and our engagement gives us access to insider information concerning you or your financial instruments, we will draw up an insider list of our employees who have access to such insider information, provided that we are notified as set out in this sub-clause 6.1. By engaging Ascente Law, you are deemed to have consented, where applicable, to immediately notify us as soon as you determine that certain information to which we have access constitutes insider information. Unless otherwise agreed, we will not keep a list of our employees who have access to insider information in situations other than those specified here. Our list will not contain information about persons other than those employed by Ascente Law.

7. Communication

7.1. We communicate with you and others involved in the engagement in various ways, such as via email and the internet. These are effective modes of communication, even if they involve risks in terms of security and confidentiality. We assume no liability for these risks.

7.2. To make our working processes more efficient, we use internal and external IT services and cloud-based solutions, such as document management systems, e-signing services, analysis tools and AI (Artificial Intelligence). We take reasonable measures to ensure that the services and systems we use maintain a high level of information security and availability, but there are no guarantees that the services are risk-free. We accept no liability for any loss that may arise as a result of the use of the services. You may instruct us in writing at any time not to use certain technologies in your engagement, or to restrict their use in certain ways.

7.3. Our spam and virus filters and other security arrangements may sometimes reject or filter out legitimate emails. Accordingly, you should follow up on important emails to us by telephone or by any other appropriate means.

8. Intellectual property rights

8.1. The copyright and other intellectual property rights in our work results and advice shall vest in us, although you have the right to use them for the purposes for which they were rendered to you. Unless specifically agreed, documents or other work results generated by us may not be publicly disseminated or used for marketing purposes.

9. Fee and costs

9.1. Our services are charged in accordance with the Code. Unless otherwise agreed, our fee is determined taking into account the scope of the work, its complexity, the expertise, experience and resources required by the work, the results of the work and other such circumstances. As an aid, we internally assign to each lawyer an hourly rate based on his or her ability, experience and skills. Our rates are revised annually.

9.2. If you ask us, we can provide you with an estimate of our fee prior to the engagement. Such estimate is based on the information available to us at that time and does not constitute a fixed-price quote. We may also, depending on the nature of the engagement, agree on a fixed fee, fee cap or other fee arrangement. All fee amounts are stated excluding VAT and similar taxes.

9.3. In addition to fees, we are entitled to charge you for expenses incurred by us in connection with the engagement, such as registration fees, fees to other advisors, and travel and accommodation. We are entitled to reimbursement for all reasonable and verified expenses. If we incur expenses in any currency other than Swedish Krona, we are entitled to remuneration for any changes in the exchange rate between the date of the invoice and the date of payment. We will consult with you prior to incurring any significant expenses.

10. Invoicing

10.1. We invoice you as our client – either by way of a partial invoice or an invoice on-account – usually on a monthly basis. Any amount invoiced will be in Swedish Krona, unless otherwise agreed.

10.2. Partial invoicing means charging a final fee for the part of our work attributable to a particular period. On-account (preliminary) invoicing means invoicing part of our final fee, without specific attribution to a certain part of our work. When invoicing on-account, the final invoice for the engagement will set out the total amount of our fee with the fees paid 'on-account' deducted.

10.3. Our invoices are due and payable within 15 days of the invoice date (or by such later date specified in the invoice). In case of late payment, interest will be charged from the due date until our receipt of payment in accordance with the provisions of the Swedish Interest Act (Sw. Räntelagen (1975:635)).

10.4. In some cases, we may ask for advance payment before we perform work for you or incur expenses on your behalf. Such a request is not an estimate of (or cap on) our fee or expenses. Amounts paid in advance will be segregated from our own funds in a client funds account and used for payment of our invoices. Any excess from the advance paid will be refunded without delay on completion of the engagement.

10.5. If the engagement relates to a dispute, the losing party may be ordered to pay the winning party's legal costs in full or in part (including legal fees). Irrespectively of you being the winning or losing party, you must pay the fees for our work and reimburse us for the expenses incurred in accordance with these general terms and conditions.

10.6. If you make a legal expenses insurance claim to cover certain of your and the other party's costs, you must pay the fees for our work and reimburse us for the expenses incurred in accordance with these general terms and conditions, regardless of the terms of any such insurance.

10.7. 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 be unlawful, that necessary identity checks, have been performed (see sub-clause 2.1) and that you undertake to promptly upon our request pay any amounts which have not been paid by the due date.

We will not assume any client relationship with any such invoice recipient.

10.8. If you wish us to invoice you via your own system, or via a third-party system, this must be accepted separately. In such a case, we reserve the right to request reimbursement of licence fees and other additional costs and to discontinue use of the system if, in our opinion, it causes an unreasonable amount of additional work or that time and cost items are rejected without reasonable cause. If we accept your own system or a third-party system, we are not liable for the loss of invoice information or its disclosure to unauthorised persons after the information has been transferred to the system.

11. Other advisors and professionals

11.1. At your request, we are happy to assist you in identifying, contracting, informing or instructing other advisors or professionals (for example foreign lawyers). If you instruct us to contract or instruct such other advisors or professionals, we are also authorised to accept a limitation of their liability on your behalf.

11.2. All of your other advisors and professionals are independent of us and we accept no liability for them, nor for their advice or other services. You are also liable to pay their fees and costs. Their invoices will normally be addressed directly to you.

12. Key contacts at the firm; complaints and claims procedure

12.1. To develop personal relations and to enhance our understanding of your business, one of our lawyers will be your designated client relationship partner and key contact at the firm. Other lawyers may be appointed to be responsible for specific matters.

12.2. If you have any views on how we handle an engagement, it is important for us to receive them as soon as possible. In the first instance, you should notify the lawyer responsible for the matter or the client relationship partner. You can also contact Ascente Law's CEO.

12.3. Claims against us must be made in writing, as soon as you are aware, or ought to have become aware, of the circumstances giving rise to the claim. Claims must be accompanied by a description of the alleged error or omission and the loss incurred by you as a result thereof. Claims must be made no later than three (3) months after the date on which the circumstance giving rise to the claim became known to you or, after reasonable investigation, could have become known to you, but never later than twelve (12) months after the date of our last invoice relating to the engagement to which the claim relates. A claim may never be made after the expiration of the statutory limitation period. If the time limits above are not met, you forfeit the right to any compensation.

12.4. If your claim is based on a claim against you by any tax authority or other authority, or a third party, we or our insurers are entitled to meet, regulate and settle such claim on your behalf, provided that you – taking into consideration the limitations of liability provided by these general terms and conditions or otherwise applicable to the engagement – are indemnified by us. If you meet, regulate, settle or otherwise take any action in relation to such claim without our consent, we will not accept any liability for such claim.

12.5. If you are compensated by us or our insurers in respect of your claim, any right you may have against someone else as a result of your claim, loss or damage shall be transferred to us or our insurers by way of subrogation or assignment.

12.6. Clients who are consumers, i.e. natural persons acting for purposes not involving business or professional activities, may, under certain conditions, apply to the National Board for Consumer Disputes (ARN): https://arn.se/. The application to ARN must be made in writing and within one year of the complaint having been made in writing to Ascente Law.

12.7. Complaints relating to compliance with the Code may also be made to an independent ethics committee as set out on AGRD Partners' website: https://agrdpartners.com subject to the specific conditions, mandate and limitations stated there.

13. Limitations of liability

13.1. Your relationship in the engagement is with Ascente Law only and not with any natural or legal person employed by or affiliated to Ascente Law. This applies even if it is your express or implied intention for the work to be carried out by specific persons. This also applies to the relationship with AGRD Partners, its parent company or fellow subsidiaries, its owners or other firms in the group. Therefore, except as may be provided under mandatory law, no natural or legal person affiliated to Ascente Law (including but not limited to shareholders, employees, or anyone hired by us) will have any individual liability to you. However, these general terms and conditions and (if applicable) the letter of engagement (including the limitations of liability), will apply to the benefit of all such natural or legal persons.

13.2. Unless otherwise agreed, we assume no liability to you for the accuracy or completeness of the

information provided to us by you or any other person in the course of our work, nor for any loss or damage arising from misleading or, inaccurate from information or omissions on the part of any person other than us or our lawyers or our staff.

13.3. We assume no liability to you for any loss or damage arising as a result of any event beyond our control which we could not reasonably have anticipated at the time we accepted the engagement and the consequences of which we could not reasonably have avoided or overcome. Nor can we be held liable for any loss or damage incurred by you directly or indirectly as a result of our compliance with our obligations under law or the Code.

13.4. We assume no liability to you for any loss or damage arising as a result of your use of any of our work results or advice in any context or for any purpose other than that for which it was provided.

13.5. Unless the engagement specifically includes the rendering of tax advice, we assume no liability for any loss or damage suffered by means of tax or tax surcharges being imposed or the risk of being imposed on you as a result of our work results or advice.

13.6. If the engagement includes the rendering of advice on potential tax consequences, we assume no liability for any taxes payable by you, unless it was evident at the time of our advice that you could have achieved your commercial objectives by using an alternative structure or method at no additional cost or risk, and thereby completely would have avoided the payment of such taxes.

13.7. 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 agreement or indemnity agreement which you have entered into or of which you are a beneficiary.

13.8. Should several advisors be liable to you in relation to the same loss or damage, our liability for such loss or damage will be limited to the portion which our share of the total fees payable to all advisors bears to the sum of the fees to all advisors (regardless of whether any such other advisor has excluded or limited its liability or would be unable to pay its part of the total claim).

13.9. If another advisor's liability to you is more limited than our liability, any liability we might have to you as a result of being held jointly and severally liable with such other advisor will be reduced by the amount of the contribution we could have recovered from that advisor if its liability to you had not been limited (and regardless of whether such other advisor would have been able to pay the contribution to us).

13.10. Except as provided for in this sub-clause 13.10, we assume no liability to any third party for any loss or damage suffered as a result of your or any third party's use of any of our work results or advice. If, at your request, we agree that a third party may rely on any of our work results or advice, or if, at your request, we issue any certificate, opinion or the like to a third party, this will not increase or otherwise affect our liability to our disadvantage. We can only be held liable to such third party only to the extent we would be liable to you. Any amount payable to such third party as a result of such liability will reduce our liability to you correspondingly and vice versa. We will assume no client relationship with any such third party.

13.11. Ascente Law is only liable for direct losses or damages. Our total liability for any direct loss or damage suffered by you as a result of fault or negligence will be limited to a maximum of SEK fifty (50) million or, if our total fee for the relevant engagement is less than SEK one million, to SEK five million. Price deductions or other penalties and remedies may not be imposed in addition to damages.

13.12. The limitation of liability to amounts specified in sub-clause 13.11 above also applies to multiple damages or losses if they are caused by, or are a direct or indirect consequence of, the same or similar act or omission. This applies regardless of when the damage or loss was caused, discovered or incurred.

13.13. Any amendments or deviations from the provisions of this clause 13 are valid only if agreed in writing and signed by a registered signatory of Ascente Law.

14. Professional indemnity insurance

14.1. We maintain professional indemnity insurance with well-known insurance companies via AGRD Partners. We do not disclose the amount of the insurance coverage, but may, on request, provide a certificate from our insurance broker confirming that the insurance coverage is at market level.

15. Termination of engagement

15.1. You may terminate our engagement at any time. Applicable law and the Code specify the circumstances under which we may or are required to withdraw from the engagement. In the event of termination or our withdrawal, you must pay the fees for our work and reimburse us for the expenses incurred up to the date of termination or withdrawal

in accordance with these general terms and conditions.

16. Management and archiving of documents

16.1. During an engagement, we may store information, documents and work results produced by us, you or third parties electronically in a system to facilitate access to the necessary information for the team working for you.

16.2. When an engagement has been completed, we will retain (or store with third parties) all information, documents and relevant work results generated in the engagement for as long as we deem appropriate for the specific engagement, but never for less time than required for certain documents by law or as provided by the Code. This means that we cannot comply with a request to return or destroy a document or record before the archiving period has expired without retaining a copy. Unless otherwise agreed, original documents will be handed over to you on completion of the engagement. However, we will retain a copy for our archive.

16.3. If, on your request, we send original documents, documents of value or other physical documents to you or to third parties, the shipment is at your risk. We are not liable for any loss of or damage to such documents after they have been handed over to the carrier or postal service.

17. Amendments

17.1. These general terms and conditions may be amended by us from time to time. The latest version is always published on our website, https://www.ascente.com, and will be made available to you on request. Amendments apply only in relation to engagements initiated after the amended version has been published on our website.

18. Personal data

18.1. As part of our business, we may process personal data in accordance with our applicable Privacy Policy in force from time to time, which can be found on our website https://www.ascente.com.

19. Language versions

19.1. These general terms and conditions are produced in Swedish and English language versions. For clients with registered office or domicile in Sweden, the Swedish language version shall prevail. For all other clients, the English language version shall prevail.

20. Dispute resolution

20.1. Subject to sub-clauses 12.6 and 20.3, any dispute arising out of or in connection with these general terms and conditions, the engagement, our work results or our advice, shall be finally settled by arbitration in accordance with the Arbitration Rules of SCC Arbitration Institute (the relevant rules, etc. are available at https://sccarbitrationinstitute.se/en/). The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English, unless otherwise agreed at that time.

20.2. The entire arbitration process is subject to confidentiality. Confidentiality covers, among other things, the commencement of arbitration proceedings, all information that emerges during the proceedings and the decisions or arbitral awards that are made as a result of the proceedings. However, a party will not be prevented from disclosing information that is necessary to disclose in order to maintain or enforce its rights against the other party with regard to the dispute, or against an insurer, or such information that the party is obliged to disclose under mandatory law, stock exchange rules or a decision by a public authority. Furthermore, a party is not precluded from disclosing such information that has been approved in advance in writing by the other party.

20.3. We always have the right to recover our overdue claims against you by applying for an order for payment or by bringing proceedings in court. In this case, we have the right to bring proceedings against you at the court where you have your registered office or domicile, where your assets are located or, alternatively, at Malmö District Court, Sweden. Our right to collect overdue claims also includes claims that you have disputed.

21. Governing law

21.1. These general terms and conditions, including the arbitration clause (20.1), any special terms and conditions for the engagement and all issues relating to them, the engagement or our work results or advice shall be governed by and construed in accordance with the laws of Sweden.