

## General Terms and Conditions for CLX Legal (D-2026:1)

These general terms and conditions apply to all services that CLX Legal AB ("CLX Legal", "we", "us" or "our") provides in connection with client engagements and consultations. By entering into an agreement with us, or otherwise engaging us, you are deemed to have accepted these terms and conditions on your own behalf or, where applicable, on behalf of the legal or natural person you represent.

### 1. Scope and Organisation of the Engagement

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**1.1** All services provided by us on your behalf constitute our engagement. At the outset of the engagement, we will normally agree on the scope of the engagement and which persons will work on it. The scope of the engagement may thereafter be changed, expanded or limited, and we may, if necessary, replace the persons working on the engagement. If we deem it necessary, or if you expressly request it, we will provide a written confirmation of the scope of the engagement (engagement confirmation). If you instruct us to perform work, even without your express confirmation, a binding agreement shall be deemed to have been concluded in accordance with these general terms and conditions.

**1.2** For each engagement, we appoint a responsible lawyer with overall responsibility for the services provided within the framework of the engagement.

**1.3** You understand and acknowledge that the responsible lawyer does not necessarily have specific experience or expertise in all matters that may arise within the framework of the engagement. To ensure an appropriate performance, other employees or external consultants with relevant experience may therefore be involved, subject to your approval.

**1.4** The agreement regarding the engagement is entered into exclusively with us as a legal entity and not with any individual natural person employed by or otherwise associated with us. All of our employees are covered by these terms and conditions and shall, unless otherwise required by mandatory law, have no personal liability towards you.

**1.5** All aspects and issues addressed within the framework of an engagement shall under these terms and conditions be deemed to constitute one and the same engagement, even if the engagement concerns or includes several legal or natural persons, is handled by several employees, concerns several areas of law or is invoiced through several separate invoices.

**1.6** Our services are provided on the basis of the information and instructions you provide. We are entitled to rely on such information being accurate, complete and up to date, and on the persons instructing us being authorised to do so on your behalf.

**1.7** You acknowledge that we only provide legal advice regarding the law of Sweden. We do not provide legal advice regarding other

jurisdictions. We may, however, express general views regarding legal issues in other countries based on our experience. Such views are provided solely for informational purposes and shall not be regarded as legal advice.

**1.8** You may not assign your rights or obligations under the engagement to another party without our written consent.

### 2. Fees and Expenses

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**2.1** Our fees shall be reasonable. Unless otherwise specifically agreed, the fee is determined on the basis of an overall assessment of the circumstances of the individual engagement, taking into account, among other things:

- (i) time spent,
- (ii) the skill and experience required by the engagement,
- (iii) the values to which the engagement relates,
- (iv) the risks the engagement entails for us,
- (v) any time pressure, and
- (vi) the result achieved.

**2.2** We normally adjust our hourly rates annually. The adjustment shall be at least an amount corresponding to the change in the services producer price index (TPI) for legal services (subgroup 69.1) compared with the same quarter of the preceding year.

**2.3** At your request, we will normally provide an estimate of the fee at the initial stage of the engagement. Depending on the nature of the engagement, we may also agree on a budget or another special arrangement. A fee estimate is only an indicative assessment based on the information available at the time of the estimate and shall not be regarded as a fixed price unless this has been agreed in writing. This means that the final amount we request may be both higher and lower than the estimate depending on how the matter develops.

**2.4** The fee includes compensation for work performed, normally calculated on an hourly basis. When calculating fees, time is charged for each commenced period of fifteen (15) minutes. In addition to the fee, we charge for waiting time, for example in connection with meetings or negotiations. We also charge disbursements such as registration fees, database search fees, other advisers, couriers and travel, postage, hired personnel, conference calls and copying.

**2.5** Where applicable, we may pay certain expenses on your behalf and subsequently charge them in our invoice, or alternatively request advance payment.

**2.6** If compensation for our fees and disbursements is intended to be financed, in whole or in part, through legal expenses insurance or public funds, you are always fully liable to us for all costs and fees incurred. This applies regardless of whether financing is granted or not, and regardless of any caps in the insurance. You are therefore responsible for accrued fees and disbursements before financing has been granted, as well as for the portion of the costs exceeding what is paid from the insurance or by public funds. You also bear any deductible and any VAT if the insurance does not cover this. You are responsible for providing us with the information required to apply for financing.

**2.7** Special cancellation terms apply to scheduled meetings.

(i) In-person meetings: If an in-person visit to our offices is cancelled or rescheduled later than three (3) days (72 hours) before the start of the meeting, a fee corresponding to 50 per cent of the fee for the estimated time allocation will be charged.

(ii) Digital meetings: If a digital meeting (e.g. by telephone or video call) is cancelled or rescheduled later than 24 hours before the start of the meeting, a fee corresponding to 50 per cent of the fee for the estimated time allocation will be charged.

(iii) Calculation and VAT: In fixed-fee engagements, the above fee is calculated based on our then-current standard hourly rate for the time allocated to the meeting. No VAT is charged on cancellation fees under this section 2.7 (i)-(iii).

(iv) Failure to attend: In the event of failure to attend without prior cancellation (a so-called no-show), the full fee for the allocated time will instead be charged as wasted time within the framework of the engagement (including for fixed-fee engagements), in which case VAT will be added.

**2.8** In engagements where we are appointed by a court or authority (for example as public defender, counsel for an injured party, public counsel or bankruptcy trustee), our ordinary rates and what is stated above in sections 2.1-2.5 and 2.7-2.8 shall not apply. For such engagements, fees, waiting time and disbursements are instead charged in accordance with the then-current hourly cost norm of the Swedish National Courts Administration or an equivalent rate fixed by the authority. Accordingly, the payment liability for excess amounts under section 2.6 does not apply to such engagements, unless otherwise expressly permitted by law and agreed with the client.

**2.9** If multiple clients retain us in the same matter, or in matters that are closely related, these clients shall be jointly and severally liable for our fees and expenses. This applies regardless of which client the invoice is addressed to or which of them has provided instructions on a specific issue.

**2.10** Unless otherwise explicitly stated, all prices and amounts are specified exclusive of Value Added Tax (VAT). VAT will be charged in accordance with applicable law, with the exception of what is stated in section 2.7 (iii).

## 3. Invoicing

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**3.1** Our invoices are issued to you in your capacity as the client. Requests for invoicing to another party are not accepted.

**3.2** Unless otherwise specifically agreed, we normally invoice monthly or when the engagement is deemed completed. At your request, we can provide ongoing information on accrued fees. However, we reserve the right at any time to request payment for fees accrued at any given time.

**3.3** We may invoice by way of a preliminary invoice (on account). In on-account invoicing, the final invoice shall state the total fee for the engagement, with credit for amounts previously paid. An on-account invoice is based on a reasonable estimate of the amount payable for the engagement or part of the engagement.

**3.4** In certain cases, we may request an advance payment (client funds) before the assignment commences. The advance will be settled against future invoices. The payment of an advance does not limit your obligation to pay fees and costs that exceed the client funds held. We reserve the right to deduct and apply from the client funds held (advances or other funds held on your behalf) amounts corresponding to our due and payable claims regarding fees, time loss, and disbursements in the assignment.

**3.5** Unless otherwise agreed, our invoices fall due for payment ten (10) days from the invoice date. In the event of late payment, default interest shall accrue in accordance with the Swedish Interest Act (1975:635) from the due date until full payment has been made. We are also entitled to charge the statutory reminder fee, collection costs and a fee for the preparation of an instalment plan. If the customer is a trader or public authority, compensation for late payment may also be charged.

**3.6** In court disputes, the losing party is normally ordered to reimburse the winning party's legal costs. Regardless of the outcome of the dispute and whether full reimbursement of legal costs is granted by judgment or decision, you are obliged to make full payment for our work and costs in accordance with these terms and conditions.

**3.7** We reserve the right, in the event of non-payment, to immediately hand over the claim to an external party for collection or to apply for a summons before a court.

**3.8** When invoicing traders within the EU (outside Sweden), a valid VAT number is required in order for invoicing to take place without VAT (reverse charge). If no valid VAT number is provided, Swedish VAT will be charged.

## 4. Client Identification and Compliance

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**4.1** Clients with whom we have not previously had contact may be asked to provide references or other information that we deem necessary before the engagement begins. To the extent required by applicable law or our internal procedures, we may before or during an engagement request information and documents to identify you as a client and, where applicable, clarify ownership and control structures as well as the nature and purpose of the engagement. Such information may relate to you or to other persons involved in the engagement.

**4.2** We reserve the right to obtain credit reports regarding the client in connection with accepting the engagement and on an ongoing basis during the engagement.

**4.3** Our undertaking to perform an engagement presupposes that the engagement is compatible with applicable laws. If, in connection with accepting the engagement or during the course of the engagement, it becomes apparent that performing the engagement would conflict with legislation, or that the engagement otherwise cannot be performed, we have the right and, where applicable, the obligation to withdraw from the engagement.

**4.4** We reserve the right to withdraw from the engagement. This applies with immediate effect in situations such as failure to make payment on time, failure to pay a requested advance, the giving of misleading instructions, or if we assess that the cooperation is deficient or that the trust between us and you has been materially damaged. In the event of such withdrawal, we are not responsible for any deadlines, loss of rights or other consequences arising after we have notified you of our withdrawal.

**4.5** Upon withdrawal from or termination of the engagement, we are entitled to demand full payment for all time spent and all costs incurred up to the time of termination. This applies regardless of whether the termination is initiated by you or by us.

**4.6** We are not liable for any loss you may suffer, whether direct or indirect, as a result of our observing obligations or taking measures which, on objectively acceptable grounds, we have deemed incumbent upon us under law or official regulations.

## 5. Personal Data

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**5.1** By entering into an agreement with us, you accept that we process your personal data. We are the data controller for personal data provided and collected in connection with engagements or otherwise registered in connection with the preparation for or administration of an engagement. All processing of personal data takes place in accordance with applicable data protection legislation. For complete information, please refer to the Personal Data Policy for CLX Legal (D-2026:2).

**5.2** If you represent a legal entity, you are responsible for informing the relevant natural persons that we may process their personal data in accordance with the Personal Data Policy for CLX Legal (D-2026:2).

## 6. Scope of Advice and Limitation of Liability

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**6.1** Our advice is adapted to the circumstances of the individual engagement, the information you provide and the instructions we receive. We are only responsible for advice relating to Swedish law as it stands at the time it is given. We do not guarantee any particular outcome (for example in court proceedings) and accept no responsibility for consequences arising from subsequent changes in the law.

**6.2** The advice covers legal matters only. We do not provide tax advice. Accordingly, we are not liable for tax consequences, or for any loss arising because you, as a consequence of the services we have provided, are assessed tax or risk being assessed tax or tax surcharges.

**6.3** If we provide calculations or information of a financial or technical nature, we are responsible for these only to the extent that they are directly linked to the legal assessment.

**6.4** The advice is intended solely for our client and may not be used for other purposes or in other contexts than those for which it was provided. We have no liability towards third parties for the use of our documents or our advice, and no client relationship arises with any third party even if such third party pays our invoices.

**6.5** Publications, articles or other publicly available information that we provide do not constitute legal advice and are not covered by these general terms and conditions.

**6.6** Our liability for loss arising as a result of error, negligence or breach of contract is limited to compensation for direct loss. We are therefore not liable for indirect loss, loss of profit, production losses or other consequential loss. Price reductions or other remedies may not be granted in addition to damages. We do not accept any obligation to pay contractual penalties.

**6.7** Our aggregate liability per engagement is limited to a maximum of two (2) million Swedish kronor, or the higher amount that is, where applicable, covered by our professional indemnity insurance.

**6.8** The limitation of liability also applies if several losses arise, provided that the losses are based on the same act, omission or series of acts or omissions, regardless of when the losses arose.

**6.9** Our liability shall be reduced by amounts that you can obtain under insurance that you have taken out or are otherwise covered by, alternatively under an agreement or indemnity undertaking that you have entered into or are the beneficiary of. This applies provided that such reduction is not incompatible with the terms of the insurance or agreement and that your rights under them are not restricted.

**6.10** Timetables or dates for completion of the engagement are estimates only. Unless we have expressly agreed in writing to a binding timetable, we are not liable for delays or losses due to the engagement not having been completed within a certain timeframe. Nor are we liable for delays or losses arising as a result of circumstances beyond our control that we could not reasonably have foreseen or avoided.

**6.11** If we withdraw from an engagement or terminate our cooperation with you due to a circumstance attributable to you, or due to an obligation under law or industry practice, we shall have no liability for any loss this may lead to.

**6.12** Limitations of liability under these terms and conditions or under a separate agreement with you apply for the benefit of us and our partners, former partners, employees and subcontractors who work for or have been engaged by us. These persons shall have no personal liability towards you.

**6.13** The limitations of liability in this section 6 do not apply if we have caused the loss intentionally or through gross negligence.

**6.14** If the engagement is carried out for a consumer, this section 6 applies only to the extent that it does not conflict with mandatory law.

## 7. External Advisers and Subcontractors

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**7.1** If we recommend or engage external advisers, this will normally be done so that you enter into an agreement directly with them. We are not responsible for advice or services provided by external advisers, nor for the fees they charge.

**7.2** If, for the performance of the engagement, we engage external advisers who are to work under our direction (subcontractors), we are responsible for their work in the same way as for our own work.

## 8. Insider List

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**8.1** If you are an issuer that is subject to an obligation to establish an insider list and, through the engagement, we gain access to inside information relating to you or your financial instruments, we will, provided that we are notified as stated in section 8.2, establish an insider list of our employees who have access to such inside information.

**8.2** By engaging us, you undertake to notify us without delay as soon as you assess that information to which we have access constitutes inside information relating to financial instruments that you have issued or related financial derivative instruments.

**8.3** Unless otherwise specifically agreed, we will not, in situations other than those referred to in section 8.1, keep any list of which of our employees have access to information within the framework of an engagement for you.

## 9. Communication and IT Services

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**9.1** We communicate with our clients and other parties involved in the engagement via, for example, telephone, email, video calls and other internet-based applications. Such means of communication involve security and confidentiality risks that we cannot fully eliminate. We are not liable for any loss arising as a result of such communication. If you wish certain communication not to take place through a particular medium, this must be notified to us.

**9.2** Our security and filtering systems, such as protection against spam and malicious code, may in some cases reject or filter out legitimate email or messages. You are therefore responsible for following up important communications, for example by telephone, to ensure that they have reached us.

**9.3** We use external electronic work tools and cloud-based solutions, such as virtual data rooms and AI (artificial intelligence), in order to streamline our work. We are not liable for any loss arising as a result of service disruptions, data loss, intrusions or other security deficiencies with such external service providers.

## 10. Intellectual Property Rights and Confidentiality

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**10.1** Copyright and other intellectual property rights in the documents, templates and work product that we produce belong to us. You are only entitled to freely use the results for the purposes for which they are provided. Unless otherwise specifically agreed, documents generated by us may not be distributed or used for marketing purposes.

**10.2** All correspondence, including e-mails and any related attachments, is subject to confidentiality. The material may not, without prior written consent, be copied, forwarded, or otherwise made available to any third party, nor may it be used for marketing purposes.

**10.3** We undertake to apply confidentiality regarding your affairs and trade secrets in a manner corresponding to industry practice for qualified lawyers. The confidentiality undertaking applies during the performance of the engagement and continues after its conclusion, to the extent permitted by law. The confidentiality undertaking does not apply to the extent that we need to assert or defend ourselves against legal claims. This includes, but is not limited to, the right to disclose information for the purpose of collecting overdue claims.

**10.4** If you consent to our engaging or cooperating with other advisers in the engagement, we are entitled to disclose material and information that we consider necessary for those advisers to be able to perform their services for you.

**10.5** Regardless of the content of section 10.2, we are entitled, and in some cases obliged, to disclose information to authorities if required by law or court order.

**10.6** Once an engagement for a corporate client has become public knowledge, we may provide information about our engagement in our marketing materials. If we have reason to believe that you would object to this, we will request your approval first. We never publish information about engagements for consumers or private individuals without express consent.

**10.7** With regard to the content of our website, [www.clxlegal.se](http://www.clxlegal.se), we refer to the Legal Notice for CLX Legal (D-2026:3).

## 11. Conflicts of Interest

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**11.1** As a rule, we do not accept an engagement if there is a conflict of interest. We therefore normally carry out a check as to whether a conflict of interest exists before accepting an engagement.

**11.2** Despite such checks, circumstances may arise or become known during an ongoing engagement that result in a conflict of interest, for example if a new opposing party is added to the matter. If a conflict of interest arises, we reserve the right not to continue representing you and are therefore entitled to withdraw from the engagement.

**11.3** In order for us to make a correct assessment, it is important that before and during the engagement you provide us with the information that may be relevant to determining whether an actual or potential conflict of interest exists, for example the names of opposing parties or other stakeholders.

## 12. Handling and Archiving of Documents

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**12.1** During the time that an engagement is ongoing, we store documents and work product electronically in our systems in order to streamline the work and ensure access to the necessary information.

**12.2** When an engagement has been completed, we archive relevant documents and work product in accordance with law or industry practice, normally for ten (10) years or the longer period required to safeguard our rights in the event of possible future claims.

**12.3** Since we are required to archive documents in order to defend ourselves against possible claims, we are generally unable to comply with a request to delete or return material before this archiving period has expired. Once the period has expired, we are entitled to cull and destroy the documents without first notifying you.

**12.4** Original documents are returned to you when the engagement has ended, unless we have agreed otherwise. If, at your request, we send instruments of value by post or courier, the transport is at your risk. We always retain copies of returned documents in our archive.

## 13. Complaints and Claims Against Us

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**13.1** We always strive for you to be satisfied with our services. If for any reason you are dissatisfied or have complaints, you must notify us as soon as possible. We will then investigate the matter promptly.

**13.2** Claims related to our advice must be made to us in writing as soon as you have become aware of the circumstances forming the basis of the claim (notice of defect). Notice of defect must be given within a reasonable time. For traders, notice of defect shall be deemed to have been given too late if it is made later than three (3) months after you noticed or ought to have noticed the error.

**13.3** If your claim against us is based on a claim being made against you by a third party, for example an opposing party or authority, we must be given the opportunity, in consultation with you, to respond to, settle and compromise the claim. If you settle or admit liability towards a third party without our written consent, we are not liable for the claim.

**13.4** If we or our insurance company pay compensation to you as a result of your claim, you shall, where applicable, as a condition for payment assign any right of recourse against a third party to us or our insurance company.

**13.5** Regardless of what is stated in this section (13), a claim may never be made later than ten (10) years after the advice or service to which the claim relates was provided.

## 14. Amendments

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**14.1** These terms and conditions may be amended by us from time to time. The latest version is always available on our website, [www.clxlegal.se](http://www.clxlegal.se). Amendments to the terms and conditions apply only to engagements commenced after the amended version has been published on our website.

## 15. Language Versions

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**15.1** These terms and conditions have been prepared in Swedish and English. For clients domiciled in Sweden, the Swedish version shall prevail. For all other clients, the English version shall prevail. However, English-language terms used in the terms and conditions shall be interpreted on the basis of Swedish semantics, legal tradition and legislation.

## 16. Governing Law and Jurisdiction

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**16.1** Swedish law shall apply to these terms and conditions, our engagements and our advice.

**16.2** Disputes arising out of these terms and conditions or our engagements shall be decided by the Swedish general courts. For traders, the Jönköping District Court shall be the court of first instance.

**16.3** If you are a consumer, in addition to the possibility of bringing proceedings before a general court, you always have the right to refer a dispute to the National Board for Consumer Disputes (ARN) for adjudication.

**16.4** Notwithstanding sections 16.2 and 16.3, we are entitled to bring claims against you regarding overdue receivables in courts having jurisdiction over you or your assets.

## 17. Miscellaneous

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**17.1** If any provision of these terms and conditions is found by a court or arbitral tribunal to be invalid or unreasonable, this shall not mean that the terms and conditions as a whole are invalid. Instead, the invalid provision shall be modified to the extent required for it to become valid, while the remaining provisions shall continue to apply unchanged.

**17.2** If other special terms and conditions have been agreed for the engagement, orally or in writing, or if deviating terms and conditions are stated on our website, for example in connection with a campaign, these shall, but only in those parts, take precedence over these general terms and conditions.

**17.3** In engagements where we are appointed by a court or authority (for example as public defender, counsel for an injured party, public counsel or bankruptcy trustee), mandatory rules in law or decisions by authorities shall take precedence over these general terms and conditions. In the parts where no conflict with such mandatory rules exists, these general terms and conditions shall continue to apply as a supplement.