Engagement Terms for BAHR

1. Scope

Unless otherwise agreed in writing, these engagement terms (the "Terms") shall apply to all services rendered by BAHR (also referred to as "we" or "us") to the legal entity or person who retains our services (the "Client" or "you").

These Terms (or any updated Terms as published on our web page from time to time) shall apply also to any future engagement of BAHR by the Client.

2. Lawyer in charge, contracting party etc.

For each engagement for the Client, a lawyer shall be appointed as responsible for the engagement (the lawyer in charge). The Client shall be informed of the name of the lawyer in charge. If no lawyer in charge is appointed for the engagement, the partner in charge of the relationship with the Client shall be the lawyer in charge for the engagement.

The Client's contracting party in BAHR shall be the BAHR entity which the lawyer in charge is associated with.

Other lawyers and personnel may work on the engagement as BAHR deems appropriate, considering the nature and scope of the engagement, need for expertise, time constraints etc., including lawyers and personnel of BAHR entities in other jurisdictions.

3. Our services

We shall render our services to the Client in compliance with the rules applicable to legal services and lawyers, including relevant code of ethics in the country of registration of the BAHR entity that is the contracting party for the engagement (together the "Rules").

Unless otherwise agreed in writing, (i) BAHR's assistance only includes advice under the laws of the country of registration of the BAHR entity that is the contracting party and (ii) our engagement does not include advice relating to tax, or technical, economic, accounting, environmental, actuarial or other non-legal issues. BAHR is only liable towards the Client, and no one else has the right to utilize or rely on our advice.

We shall be entitled to receive instructions from any person we may reasonably assume has the right to instruct us on behalf of the Client.

Our engagement in a specific matter shall be deemed to be terminated when no time has been registered on the engagement over a period of six (6) months.

4. Fees and disbursements

Unless otherwise agreed, our fees are calculated based on time spent and BAHR's standard hourly rates from time to time. The fee may be adjusted considering the nature of the engagement, including scope, complexity, the need for specialist expertise, values involved and the result achieved.

All disbursements and expenses relating to the engagement will be invoiced at cost.

In addition to fees, disbursements and expenses, value added tax is charged according to current rates. All fees stated to, or agreed with, the Client are exclusive of value added tax.

BAHR's hourly rates are adjusted regularly, usually semi-annually. The adjusted rates will apply from the date the adjustment takes effect and will also apply to ongoing engagements.

If BAHR is requested to make a statement to the Client's auditor in connection with the annual audit of the Client's financial statements, BAHR will invoice an amount of not less than EUR 1500.

An estimate of fees is only an indication based on information received, exclusive of value added tax. Such estimates are not binding, and the Client is liable for our total fee.

In legal proceedings, arbitrations, etc., the Client may have to cover the costs and expenses of the court and the opposing party. These costs and expenses shall be covered by the Client in its entirety. Our fee for assistance in legal proceedings, arbitration, etc. may be higher than the amount the Client is awarded in legal costs or as determined by the courts. In such case, the Client shall nevertheless cover BAHR's entire fee (including disbursements, expenses and any value added tax). If a scheduled proceeding or other project is cancelled or postponed, BAHR reserves the right to a reasonable increase in the fee as compensation.

5. Invoicing

BAHR normally invoices the Client in arrears each month. In the event of smaller outstanding fees, invoicing may be on an infrequent basis. In larger engagements and/or in special circumstances, fees may be invoiced more frequently.

BAHR reserves the right to require that the Client makes, at any time, advance payments and on-account payments. Our invoices may be settled against advances or on-account payments, but our total fees may exceed or be lower than the paid-in amounts. The Client is always liable for our total fee.

The due date for payment is ten (10) days from the date of the invoice.

Any objection to BAHR's invoice must be made before payment is due. Any undisputed amount shall in any event be paid by the due date.

If the invoice is not paid in full by the due date, BAHR may:

(a) charge interest on overdue payments in accordance with the applicable act on interest on overdue payment, calculated from the due date until payment takes place, with the addition of any debt-collection or recovery costs;

(b) cease to carry out any further work for the Client, both in respect of the engagement in question and any other engagement; and/or

(c) to the extent permitted by the Rules, exercise a right of retention regarding case documents, papers, and files, etc.

It is the Client's responsibility to investigate if the Client has insurance cover for BAHR's fees, in whole or in part, or if the Client satisfies the conditions for free legal aid.

6. Conflict of interest

Pursuant to the Rules, we may be prevented from acting for a party if there is a conflict of interest in relation to a client. Observing BAHR's duty of confidentiality regarding documents and information received, the following applies, in each case to the extent subject to the Rules:

- An engagement for the Client in one matter does not prevent BAHR from accepting an engagement against the Client in another matter, unless this would be inappropriate.
- An engagement for the Client does not prevent BAHR from accepting engagements from other clients whom the Client perceives to be competitors.
- If BAHR is retained as a subcontractor for services to another law firm, this does not prevent BAHR from accepting engagements against the client of the other law firm even if the client in question has instructed BAHR directly in connection with BAHR's subcontract.
- Engagements for the Client do not prevent BAHR from accepting engagements against the Client's affiliated companies.
- An engagement for the Client in a structured auction process does not prevent BAHR from advising another client in the same process, always subject to consent from the relevant clients.

7. Confidentiality obligations and limitations

BAHR and each employee of BAHR are subject to the duty of confidentiality, as regulated by the Rules. Unless otherwise specifically agreed or required by mandatory law, the Client accepts that confidential information, including personal data, may be shared with other staff of BAHR and with BAHR entities in other jurisdictions.

If BAHR acts on behalf of several parties with common interest in one matter, BAHR's clients are deemed to have simultaneously agreed to share relevant information, including any personal data, with the other clients in the same matter.

If an external advisor is retained, the Client consents to BAHR sharing necessary information, including any personal data, with the external advisor. This also applies if the advisor is located outside the EU/EEA, regardless of whether the advisor is engaged by BAHR, the Client or someone acting on behalf of the Client.

When a particular transaction or other matter has become publicly known, we may disclose our acting for the Client and our involvement in such matter in our marketing materials, including on our website. Such disclosure may only contain information that is already in the public domain. If the Client does not wish for us to make such disclosures, the Client should notify us thereof prior to the transaction or other matter becoming publicly known.

Unless otherwise agreed, you also accept that we may disclose our client relationship with you to any rating agency, and that we on a confidential basis may describe the engagement.

8. Personal data

To the extent reasonably necessary for fulfilling the engagement, BAHR may collect and hold personal data, including special categories of personal data. The Client is

responsible for transferring any personal data in accordance with relevant data protection legislation. For the further processing of personal data, BAHR shall be considered as the data controller.

BAHR's processing, including security, alteration, disclosure and transfer requirements, is conducted in accordance with the applicable personal data protection regulation. Personal data may be transferred and shared with third parties, such as counterparts in legal proceedings, government agencies, contractors and other collaborating partners if this is necessary for the execution of the engagement or fulfilment of legal obligations. Third parties may be established outside the EU/EEA. See also clause 7 above.

For engagements that are not classified as legal engagements, the Client is the data controller for the personal data. In such cases, BAHR acts as a data processor and a separate agreement must be entered into in accordance with the EU's General Data Protection Regulation (GDPR) which regulates the parties' rights and obligations. BAHR may use subcontractors. The Client is responsible for stating the purpose of the data processing and for giving necessary instructions. Unless otherwise agreed, BAHR shall process personal data as stated in the data processing agreement and any other written instructions, and otherwise in the ways and to the extent necessary to complete the engagement. If the Client chooses to make personal data available to BAHR in other ways than by direct transmission, for example through a virtual data room, BAHR shall follow the terms and instructions that apply.

BAHR will also use contact information to send newsletters, information about seminars, lectures and events, etc. Such distribution may also occur after the engagement has been completed. Recipients of our newsletters, etc., can at any time make a reservation against receiving future newsletters and other information by following the link to the unsubscribe form in the relevant e-mail.

If you have any questions regarding BAHR's processing of personal data, the lawyer in charge of the engagement can be contacted. For further information please see BAHR's Privacy Notice that can be found here: Privacy statement — Advokatfirmaet BAHR.

9. IT and communication security

The Client accepts that e-mail communication will be used, also with respect to communication which contains confidential information.

BAHR will normally use the TLS standard in its e-mail correspondence. Provided that the recipient's or the sender's systems use and accept the TLS standard, e-mails to and from BAHR will normally be encrypted. If the recipient's or the sender's system does not use and accept the TLS standard and the use of other encryption is not agreed upon, the e-mail correspondence will not be encrypted. Use of other forms of encryption must be agreed separately.

BAHR's spam and malware protection may cause relevant e-mails and/or attachments not to reach the recipient at BAHR. In the same way the Client's spam and malware protection may cause e-mails and/or attachments sent from BAHR not to reach the Client. We are not responsible for losses that may arise as a result.

BAHR utilizes both internal and external IT services, systems, and applications (some of which utilize AI) to enhance our efficiency and service delivery. Despite our efforts to secure these resources, they are not risk-free. We accept no liability for any loss or damage resulting out of or relating to their use. Potential risks include incidents like cyber-attacks, hacker attacks and downtime, which might lead to data loss or unauthorized access by third parties.

10. Hiring of external advisors

In connection with some engagements, it may be necessary or advisable to hire advisors outside BAHR, for example auditors or lawyers in other jurisdictions. BAHR will discuss the matter, including which advisor to hire, with the Client should this situation arise. The Client shall be the principal in relation to such external advisors and be liable for the advisor's fees, even if the advisor for practical reasons addresses its invoices to BAHR. All external advisors are themselves responsible to the Client, and BAHR accepts no responsibility for any external advisors or advice rendered by such external advisors.

11. Copyright

BAHR retains the copyright to all materials (documents, files and other materials protected by the law of copyright) prepared by BAHR in connection with the execution of the engagement.

Subject to payment of BAHR's fees for the assistance relating to the materials (cf. clauses 4 and 5) the Client acquires the right to use materials prepared by BAHR for the agreed and intended purpose.

12. BAHR's filing

Case documents, whether received or prepared by BAHR, will be stored in accordance with the Rules. Case documents are usually stored electronically and will be deleted/ shredded without prior notification to the Client. At the

Client's request, case documents may be returned and/or deleted, in which case the Client is considered to have waived any possible claims against BAHR.

13. Right to lodge complaints

BAHR and each of our lawyers are subject to the code of ethics applicable to the relevant lawyer and the relevant BAHR entity. Complaints against any BAHR entity and/or any of our lawyers for alleged breach of such code of ethics may be lodged with the relevant disciplinary body as provided by applicable law and the relevant code of ethics.

14. Identification control, etc.

In accordance with the law on measures against money laundering in the jurisdictions of the relevant BAHR entity, BAHR shall obtain necessary documentation, including company certificate and/or copy of identification papers. The Client is obligated to procure such documentation as BAHR deems necessary in each individual case, both at the time of establishment of the client relationship and as part of BAHR's ongoing monitoring of the client relationship. The Client is responsible for ensuring that this information is correct and up to date and shall immediately inform BAHR if there are any changes in the information. The information will be stored and destroyed by BAHR in accordance with relevant law.

In the event the engagement is communicated through any person other than the Client, a mandatory identification control of the Client is required, unless the person communicating the engagement is subject to identity control requirements pursuant to relevant law, and a written agreement is entered into, stating that this person shall execute the identification control of the client on BAHR's behalf.

BAHR has the right to terminate any engagement with immediate effect if BAHR considers that the information about the Client, the engagement or any representative of the Client is incomplete or incorrect.

We are bound by applicable sanctions rules and regulations. If the Client or any individual or entity that directly or indirectly controls the Client is identified on sanctions lists (e.g. maintained by the EU, the US, the UK or the UN), we have the right and, as applicable, the obligation to terminate or suspend the performance of our services for the Client with immediate effect. This also applies if performance of the engagement for the Client would otherwise violate applicable sanctions regulations. In order for us to comply with our obligations in this respect, we may request the Client to provide us with such information as may be necessary to enable us to determine whether sanctions may apply to the Client or the engagement, failing which we have the right to terminate or suspend the performance of our services for the Client.

We are not liable for loss or damage caused to the Client, directly or indirectly, resulting from our compliance with the obligations we have considered to be incumbent on us under mandatory law.

15. Insider lists

If the Client is an issuer of securities that is under a duty to draw up an insider list under Article 18 of the EU Market Abuse Regulation (596/2014/EU) or similar legislation, and our engagement gives us access to inside information concerning the Client or the Client's financial instruments, then, provided we are notified as set out below, we will draw up an insider list of the employees of BAHR who have access to the inside information. By engaging BAHR, you agree, where applicable, to notify us immediately if you consider that certain information to which we have access constitutes inside information in relation to financial instruments or related financial derivatives issued by the Client.

Unless otherwise agreed or required by mandatory law, we will not keep a list of the employees of BAHR who have access to certain information about an engagement for you in any situations other than those specified above.

16. Limitation of liability, claim for damages etc.

The liability for damages for BAHR, including any affiliated entities, partners and employees is limited to an aggregate amount of EUR 5,000,000 (five million Euro) with respect to each engagement. Such maximum amount shall be reduced with the amount of any legitimate claim BAHR has against the Client, including for fees and disbursements.

Any personal liability for any of BAHR's partners or employees is limited to EUR 400,000 (four hundred thousand Euro) unless such individual has acted in a manner for which BAHR cannot be held accountable. BAHR, affiliated entities, partners and employees are in no circumstances liable for indirect loss or consequential loss, including operating loss, loss of profit, loss of goodwill, etc.

If BAHR's advice is given free of charge and does not relate to an ongoing engagement, BAHR has no liability for such advice.

BAHR shall not be jointly and severally liable with other possible advisors or third parties. BAHR's responsibility for any possible claim for damages shall be limited to such portion of the liability that can reasonably be attributed to BAHR's advice.

We are not responsible for losses or damages resulting from insolvency or bankruptcy in financial institutions in which the Client's funds are deposited, including on any client account arranged by BAHR.

We accept no liability arising from the failure to meet any deadline(s) or to complete any work for the Client within a proposed time schedule or if we, due to events beyond our control, are unable to start or continue work on an engagement.

If you want to make a claim for damages against BAHR, such claim must be made in writing immediately after you became or should have become aware of the circumstances on which the claim is based and, in any event, not later than one year from the date of BAHR's invoice for the relevant work.

If your claim against us is based on a claim against you from a third party, a tax authority or other public authority, we shall be entitled to handle, defend and settle the claim on your behalf, provided we indemnify you. If you settle, compromise or otherwise take any action relating to the claim from such third party without our consent, we shall have no liability for the claim.

If we or our insurers pay compensation to you for any claim, then, as a condition of the payment, you shall be obliged to transfer any right of recourse against any third party by way of assignment or subrogation to us or to our insurers.

17. Choice of law, jurisdiction and dispute resolution

Any clarifications and/or disputes between the Client and BAHR may be discussed with the partner in charge of the engagement or with BAHR's Managing Partner or Chairman of the Board.

The engagement and these Terms are subject to the laws of the country of registration of the BAHR entity that is the Client's contracting party for the engagement (cf. clause 2) (in this clause 17 referred to as the "Applicable Law"). No rule of law which would result in the application of any other law thereon shall be applied.

Any dispute or claim relating to or arising out of or in connection with BAHR's engagement for the Client, (including the breach, termination or invalidity thereof), shall be finally settled by arbitration in accordance with the Applicable Law. The seat of arbitration shall be the city where the relevant BAHR entity has its registered office. The arbitral proceedings and the award shall be confidential.

Notwithstanding the above, BAHR shall have the right to institute legal proceedings against the Client in any court of competent jurisdiction for any outstanding claim for fees, disbursements and/or expenses.

18. Changes to the Engagement Terms

BAHR may at any time amend these Terms. The amended version becomes effective for engagements agreed after the amended version has been posted on our website.

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