

# Terms and Conditions

without obtaining FCG's consent or opinion. FCG shall not be liable for any damage incurred by the Client or any other deficiency which results from additions, reductions or changes.

## 1. Introduction

1.1 These General Terms and Conditions shall apply to all services provided by FCG Risk & Compliance AB ('FCG') unless otherwise agreed in writing, and together with a confirmation of order shall constitute a service contract ('Contract for Services') between the client ('Client') and FCG (hereinafter referred to individually as 'Party' and jointly as 'Parties').

## 2. Services

2.1 Advice and services provided by FCG shall be tailored to the circumstances of the individual assignment, the facts presented to FCG, the applicable legal situation and the instructions given by the Client. The Client shall therefore not be able to rely on advice given in another assignment or use advice for any purpose other than the one for which it was given.

2.2 FCG shall be responsible for ensuring the skills and capacities are in place in order to perform assignments in a reliable and professional manner. FCG shall monitor the performance of assignments on an ongoing basis and shall manage the risks associated with these. FCG shall inform the Client without undue delay of any events that have had or may have a significant influence on FCG's ability to perform an assignment.

2.3 In order that FCG is able to complete assignments in a professional manner, the Client undertakes to notify FCG without undue delay of any significant events prior to the performance of an assignment.

2.4 FCG shall reserve the right to replace the consultants on an assignment where required, provided this does not adversely affect the assignment, increase costs to the Client or entail a significant change to any schedule.

2.5 The Client undertakes not to actively seek to hire or otherwise engage personnel employed by FCG during the contract period and six (6) months thereafter, which is included in assignments that are covered by the Contract for Services. A Client who violates this commitment shall issue a fine of SEK 500,000 to FCG.

2.6 Unless otherwise agreed, FCG shall only provide advice based on Swedish law.

## 3. Processing of personal data

FCG shall be the controller processing personal data obtained in connection with assignment enquiries and assignments themselves. Details of how, why and for how long FCG processes data can be found in FCG's privacy policy published at [www.fcg.se](http://www.fcg.se).

## 4. Right to results etc.

Right of possession and, where appropriate, copyright, in<sup>8.4</sup> respect of all the results obtained as a consequence of an assignment, shall be acquired solely by the Client without

further payment to FCG. The Client shall have an unrestricted right to make additions, reductions or changes to such results

## 5. Confidentiality and disclosure of information

5.1 FCG shall protect information provided by the Client to FCG in an appropriate manner and in accordance with applicable law and regulations. However, in certain cases, FCG shall be obliged by law or public authority decision to disclose such information.

## 6. Communication

6.1 In the context of an assignment, FCG shall communicate by e-mail and via the Internet. This implies risks in terms of security and confidentiality. FCG shall not assume any liability for such risks. If the Client prefers FCG not to communicate by e-mail or via the Internet in connection with an assignment, the Client must inform the FCG consultant responsible for the assignment accordingly. In this case, FCG can set up an alternative communication channel.

6.2 Insofar as an assignment or the results of an assignment include or give rise to communication with a third party, including public authorities, FCG must be given an opportunity to check the content of such communication in advance.

## 7. Fees and expenses

7.1 Unless otherwise agreed, FCG's fees shall be based on a number of factors, such as (i) time spent, (ii) the experience and resources required by the assignment and (iii) the complexity of the assignment. Consideration shall also be given to the urgency of an assignment requiring work to be done outside normal working hours or at the weekend.

7.2 FCG shall reserve the right to adjust the prices stated in an assignment after a period of no less than 12 months. Such adjustments shall enter into force one month after FCG has informed the Client of the respective price adjustment.

7.3 In addition to fees, FCG shall charge costs and expenses incurred during an assignment. These may be subsistence costs and travel expenses, for example.

7.4 VAT shall apply in addition to fees and any payment of costs if FCG is required to charge VAT.

## 8. Invoicing and payment

8.1 FCG shall invoice Clients monthly in arrears, unless otherwise agreed.

8.2 Each invoice shall state its payment due date. Payment due dates shall generally be 20 days from the invoice date.

8.3 In the case of late or outstanding payments, interest on arrears shall be paid at the statutory rate from the payment due date on the invoice until the payment is received.

Late payments shall entitle FCG to terminate a Contract for Services in accordance with Section 10.2 below.

## 9. Liability and limitation of liability

- 9.1 FCG's liability for compensation shall be limited to direct damage incurred by the Client and shall not exceed the fee paid by the Client for the performance of an assignment during the previous 12 months.
- 9.2 Claims for compensation in connection with a Contract for Services must be made no later than one (1) year after the date on which the grounds for the claim arose.
- 9.3 FCG guarantees that valid professional indemnity insurance shall be in place to cover the work that is undertaken.
- 9.4 A Party shall be exempt from sanctions arising from a failure to fulfil certain obligations in accordance with a Contract for Services, if the reason for such failure is based on circumstances ('Mitigating Circumstances') which are beyond the Party's control, and prevent or render the timely fulfilment of such obligations extremely difficult. If a Party's fulfilment of such obligations is delayed by more than three (3) months on account of a Mitigating Circumstance, the other Party shall be entitled to terminate the Contract for Services immediately in accordance with Section 10.2 below.
- 9.5 War, acts of war, import or export ban, natural disaster, restrictions of public transport or energy supply, actions or failures by public authorities, new or amended legislation, conflict on the labour market, blockades, fire, flooding, comprehensive loss or destruction of property or serious accident, as well as errors or delays in delivery from suppliers for reasons indicated here, shall constitute Mitigating Circumstances.
- 9.6 A Party claiming exemption in accordance with the provisions above must inform the other Party of this without undue delay.

## 10. Termination of an assignment

- 10.1 A Contract for Services shall run indefinitely unless otherwise agreed. In any event, an assignment shall end once FCG has completed the respective assignment in accordance with the Client's instructions. Each Party shall be entitled to terminate an indefinite Contract for Services giving three (3) months' notice.
- 10.2 A Party may terminate a Contract for Services with immediate effect if the other Party (i) is guilty of a significant breach of the Contract for Services and this is not rectified within ten (10) days following a request to remedy the situation, or (ii) defaults on payments, files for bankruptcy, corporate restructuring or composition, or is likely to be insolvent in another manner. Failure to make payments without good reason shall always constitute a significant breach of a Contract for Services.
- 10.3 FCG shall be entitled to terminate a Contract for Services with immediate effect if information comes to light which significantly alters the terms on which FCG accepted the assignment. If a Contract for Services is terminated with immediate effect, FCG shall be entitled to payment without undue delay for any work that has been completed up to and including the termination date, but which has not yet been invoiced. FCG shall not be obliged to contribute to the provision of any work that has not yet been provided unless such payment is made.

## 11. Changes, precedence and language versions

- 11.1 FCG may amend these General Terms and Conditions from time to time. The applicable version shall be published on the FCG website at [www.fcg.se](http://www.fcg.se). Changes shall only apply to assignments beginning after an amended version is published on the FCG website.
- 11.2 If a Client has received a confirmation of order in connection with a specific assignment, the terms and conditions set out in the confirmation of order shall take precedence over these General Terms and Conditions if and insofar as both sets of terms and conditions are incompatible.

## 12. Applicable law and settlement of disputes

- 12.1 These General Terms and Conditions, any special terms and conditions for an assignment, confirmations of order and FCG's advice and services shall be subject to Swedish law.
- 12.2 Disputes arising in connection with these General Terms and Conditions, any special terms and conditions for an assignment, confirmations of order and FCG's advice and services shall be settled through an arbitration procedure administered by Stockholms Handelskammars Skiljedomsinstitut (SCC) [Arbitration Institute of the Stockholm Chamber of Commerce]. The SCC Rules for Expedited Arbitrations shall apply unless the SCC decides that its Arbitration Rules should apply based on the seriousness of the case, the value of the claim or other circumstances. In the latter case, the SCC shall also decide whether the arbitration panel should be composed of three arbitrators or a sole arbitrator.
- 12.3 The seat of arbitration shall be Stockholm. The language used must be Swedish unless the Parties have agreed to use English instead.