

## **APPENDIX 5: GENERAL TERMS AND CONDITIONS**

These terms and conditions apply to all the services that the GAEU Group (GAEU Consulting AB, VAT No. SE556621711201, and GAEU Consulting Sp.zo.o., VAT No. PL6762413028) offers their clients. The GAEU Group are referred to as “GAEU” or “we” below.

### **1. TEAM AND SERVICES**

- 1.1 GAEU works in teams to offer you the expertise and resources required for each engagement. At the beginning of every commitment we establish an understanding with you of the scope of our services as well as who is assigned to work with your assignment. We reserve the right to change the scope of the assignment in terms of time, team members and content.
- 1.2 To be able to develop personal relationships and an understanding of your business one of our advisers will be primarily responsible for the assignment. The selected adviser is responsible for our services towards you and your company. There will also be an adviser responsible for GAEU’s work in each specific assignment.
- 1.3 All agreements with GAEU is a contract between you and GAEU as a legal entity, and not with any individual associated with the company. We accept your engagement as an engagement with the company and not an agreement with a private adviser. This also applies to any of your implied or expressed intention that the work will be carried out by a specific person or specific persons of the company. Partners of GAEU and anyone working for, or engaged by, GAEU are covered by these terms and conditions. Under no circumstances will these persons have any personal liability to you, except as required by imperative law.
- 1.4 For the purpose of these terms and conditions, all aspects of a business arrangement will be considered to be one engagement even if the arrangement involves several legal entities or private individuals, is supported by separate teams within GAEU and irrespective of whether separate invoices are issued.

### **2. FEES AND EXPENSES**

- 2.1 GAEU strives to offer services with attractive prices and we are always open to discuss our fees with you. On your request we will provide an estimated price depending on the nature of the assignment. There is also a possibility to negotiate a different budget set up or cost arrangement. We will revise our assessment, budget or cost arrangement when we have reasons to assume that it is no longer relevant. All the fees will be given excluding value-added tax (VAT) and other taxes required by law.
- 2.2 Unless otherwise agreed our fees will be set based on a number of elements such as: (i) time spent, (ii) the qualifications, expertise and resources required, (iii) the value amounts involved, (iv) the risks assumed by GAEU, (v) time pressure and (vi) the results achieved.
- 2.3 In addition, costs for travel and other expenses might be charged to you. According to standard we pay for a limited reasonable amount of expenses in advance which we later charge to you in arrears. We might also ask you for an advanced payment or forward the invoice in question to you.

### **3. INVOICING**

- 3.1 GAEU believes that regular invoices is a good way to keep you informed of any emerged costs in order to avoid negative surprises at the end of the assignment. If nothing else has been agreed we will invoice you on a monthly basis. If requested, we will also provide you with regular updates of the costs incurred.



- 3.2 Instead of issuing an invoice for a fee reflecting the work performed during the relevant time period, we may issue an invoice on account. In such cases, the final invoice for the engagement will set out the total amount of our fee with the fees paid on account deducted.
- 3.3 In certain cases, we may request a retainer before we commence work. The total amount of our fee for the engagement may be more or less than the amount of the retainer.
- 3.4 Unless otherwise agreed, payment of invoices is due within 15 days of the invoice date.
- 3.5 We will charge interest on any overdue amount from the due date until the date of payment at the rate determined by the Swedish Interest Act (Swe: räntelagen (1975:635)).

#### **4. CLIENT IDENTIFICATION**

- 4.1 For most of our assignments we are obliged to ascertain and obtain information about our clients' identity and ownership. We may therefore ask you to provide us with evidence of your identity or the identity of any other person involved in the assignment on your behalf.

#### **5. ADVICE**

- 5.1 Our advice is tailored to the circumstances of the specific assignment and the information given to us by you. The advice cannot be relied upon in any other circumstances or be used for any other purpose than for which it was given. Our advice does not include advice on potential tax consequences.
- 5.2 GAEU's advisers can only advise on business opportunities in those countries subjected to GAEU's expertise.

#### **6. LIMITATION OF LIABILITY**

- 6.1 Except as provided for in paragraphs 6.2 and 6.3 we can carry out particular liability limitations for specific assignments. In such cases we will provide them to you at the beginning of an assignment or at the beginning of a new stage of the assignment.
- 6.2 Our liability towards you will be reduced by any amount that may be obtained under any insurance maintained by or for you. This also applies to any contract or indemnity to which you are a party or beneficiary, unless it contradicts your agreement with the provider of the insurance or third party or your rights against the insurance provider or third party thereby prejudiced.
- 6.3 GAEU is not responsible for any defaulted production or profit or any other indirect loss or damage or consequence of said loss or damage. GAEU will not have any liability to any third party through your use of documents or advice provided by us. Unless otherwise agreed we will not be liable to fulfil any settled points in time or to make sure that parts of your workload will meet suggested timeframe deadlines. Neither are we liable for circumstances out of our control restricting us to commence or finish the assignment.
- 6.4 If GAEU, requested by you, in a specific matter agrees in writing that a third party might rely on any advice provided by us or a document produced by us, it will not increase or otherwise affect our liability. We will only be liable to such third party to the same extent we would be liable to you. Any amount paid to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. However, under no circumstances will we be responsible for further advising such third party.



- 6.5 The liability limitations given in these terms and conditions or separately agreed upon apply to GAEU and anyone employed or formerly employed by GAEU or anyone that in any other way works for GAEU.
- 6.6 If, requested by you, GAEU has agreed to a separate confidentiality agreement and if a conflict of interest occurs with these terms and conditions, these terms and conditions have a priority right over what has been agreed upon in the separate confidentiality agreement.

## **7. WORKING WITH OTHER ADVISERS**

- 7.1 GAEU holds a developed network of other professional advisers in Europe and we will be pleased to help you identify and instruct such professional advisers in certain matters.
- 7.2 Any adviser we instruct, engage and/or work together with will be considered independent from us and we will not assume any responsibility or liability for recommending them to you or any advice given by them to you unless otherwise agreed. Neither are we responsible for any fees or expenses charged by such advisers. If requested by you we engage in instructing such advisers it includes authority for us to accept a limitation of liability on your behalf.
- 7.3 If one or several advisers are liable to you in relation to any loss or damage caused to you, or liability loss for damage suffered by you, GAEU will be limited to the proportion that our share of the total fees payable to all advisers bears the sum of the fees to all advisers (regardless of whether the other advisers have limited or excluded their liability or are unable to compensate for their part of the total claim).

## **8. COMMUNICATION**

- 8.1 Our communication with our clients and other parties involved in an engagement is done in a variety of ways. Such ways might be over the Internet and through e-mail. These are effective ways of communication but might involve security and confidentiality risks for which GAEU cannot accept any responsibility. You can request a preferred way of communication by contacting any of our advisers you are working with in the particular assignment.
- 8.2 The spam- and virus filters might sometimes reject or filter legitimate e-mails, it is therefore envisaged to follow-up any important e-mail by telephone.

## **9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

- 9.1 The copyright and other intellectual property rights that we generate in work results vest in us. You have the right to use the results for the purpose of which they were provided. Unless otherwise specifically agreed, no document or work result generated by us may be distributed to a third party except your communication with the EU Commission, any grant agency and relevant communication between project partners aimed at the completion of a certain assignment.
- 9.2 When a particular assignment has become publicly known we may announce our participation for marketing purposes and on our website. Said information will only contain information already in the public domain. If we have a reason to suspect that you will react negatively we will ask for your permission before giving such information.

## **10. ARCHIVING**

- 10.1 During the course of the assignment we might keep or store any documents or work results that we, you or a third party has produced, whether on paper or electronically, in a company joint system in order to facilitate easy access to necessary information to the team working for you.



- 10.2 After the conclusion of an assignment we will keep (or store with a third party) all documents and work results from the assignment, whether on paper or electronically, for a period of time which we believe to be adequate for that assignment.

## 11. COMPLAINTS

- 11.1 We want to make sure you are satisfied with our services and that they fulfil your expectations. If, for any reason, you have any complaints to how your assignment has been handled you are asked to contact the adviser designated to be responsible for your assignment. You may also contact the CEO of the GAEU Group at [roland.vilhelmsson@gaeu.se](mailto:roland.vilhelmsson@gaeu.se). At your request our CEO together with an adviser not involved in the assignment will investigate the complaint and answer all the questions you might have.

- 11.2 Complaints against any advice given to you by someone at GAEU must be made to our CEO immediately when relevant circumstances of the complaint were known to you. No claim can be made more than three months after (i) the date when the last invoice was issued for the assignment to which the claim refers to or (ii) the date when the circumstances were known to you or could have become known to you after reasonable investigations.

## 12. AMENDMENTS

- 12.1 These terms and conditions may be amended by us from time to time. The latest version will always be made available at our website, [www.gaeu.com](http://www.gaeu.com). Any changes to the terms and conditions will only be effective to assignments initiated after the amended version is posted on our website.

## 13. GOVERNING LAW

- 13.1 These terms and conditions and all issues connected to them as well as our services and specific assignments and any issues related to them should be governed and construed in accordance with Swedish law.
- 13.2 Any controversy, dispute or claim arising out of or in connection with these terms and conditions, or the specific terms of our assignments or services will be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration will be Stockholm, Sweden.
- 13.3 Regardless of point 13.2 we reserve the right to commence proceedings for payment claims in any court with jurisdiction over you or any of your assets.