

GENERAL TERMS AND CONDITIONS

1. Application and interpretation

1.1 These general terms and conditions apply to all services provided to clients by P G Magnusson Advokatbyrå AB ("Magnusson").

1.2 Your new or continuing instructions will amount to your acceptance of these general terms and conditions.

1.3 In providing Magnusson's services, Magnusson is required to observe the code of conduct established by the Swedish Bar Association as well as other relevant bar associations (including the Council of Bars and Law Societies in Europe (CCBE) in respect of cross-border activities within the European Economic Area).

1.4 Subject to clause 14.1, any variations to these general terms and conditions must be agreed and recorded in writing before they take effect.

2. Identification and personal data

2.1 Magnusson is under a legal obligation to check the identity of our clients and their ownership structure as well as to seek information about the matter and in certain instances the origin of funds and other assets, and such obligations apply as a rule before our work commences. Magnusson may consequently ask for identification papers in respect of you and any other person who is acting on your behalf and, if you are a legal entity, the individuals who are in ultimate control of you (so called beneficial owners) as well as documentation indicating the origin of funds and other assets. In addition, Magnusson is under a duty to verify the information and for these purposes Magnusson may obtain information from external sources, for instance data bases. All information and documentation obtained will be retained by Magnusson.

2.2 By way of these General Terms and Conditions and through Magnusson's privacy notice as amended from time to time and available at <http://privacy.magnussonlaw.com/swedenen>, you are hereby informed that Magnusson processes your personal data for the purposes mentioned in this clause 2. Generally, Magnusson will also need to process the personal data of your representatives and beneficial owners for the same purposes. Our privacy notice informs you of your rights in relation to Magnusson's processing of your personal data. If you have any questions, kindly contact the responsible partner for the assignment or our personal data officer at gdprsweden@magnussonlaw.com.

2.3 Magnusson is required by law to disclose suspicions of money laundering or terrorism financing to the police authorities. Magnusson is not permitted to inform you that Magnusson has suspicions or that Magnusson has made or is contemplating making disclosures to the police authorities. In case of any suspicions of money laundering or terrorism financing Magnusson is required to decline or withdraw from the engagement.

2.4 Magnusson does not accept any liability for any loss or damage flowing directly or indirectly from Magnusson's compliance with Magnusson's duties (as Magnusson understands them) outlined in clauses 2.1 and 2.3.

3. Authority

When you instruct Magnusson, you thereby give Magnusson the right, unless you notify Magnusson otherwise, to take any action which Magnusson considers necessary or desirable to carry out the engagement. For instance, Magnusson shall have the right to engage other advisers and professionals and also to otherwise incur reasonable costs on your behalf. If Magnusson engages other advisers and professionals, Magnusson may ask that you contract them directly

and thereby assume direct responsibility to them for the payment of their fees and costs.

4. Services

4.1 For each engagement one of Magnusson's partners will be primarily responsible for the provision of Magnusson's services (the engagement partner). That partner has complete discretion to deploy such of Magnusson's lawyers and other staff as he or she deems necessary or desirable to ensure appropriate delivery of the services.

4.2 Magnusson's advice is tailored to the circumstances in the particular engagement, the facts presented to Magnusson and your instructions. Accordingly, the advice may not be relied on in any other matter or used for any other purpose than that for which it was given.

5. Intellectual property rights

The copyright and other intellectual property rights in work products that Magnusson generates for you vest in us although you have the right to use such work products for the purposes for which they were provided. Unless expressly agreed otherwise, no document or other work product generated by Magnusson may be generally circulated or used for marketing purposes.

6. Confidentiality and disclosure

6.1 Magnusson will protect the information you disclose to Magnusson in an appropriate manner and in accordance with the relevant code of conduct. Magnusson is however in certain instances required by law or permitted by the relevant code of conduct to disclose such information.

6.2 Where Magnusson agrees to carry out an engagement for more than one client, Magnusson has the right to disclose such materials and other information that one of the clients has imparted to Magnusson to the other clients. In some cases Magnusson also has a professional obligation to disclose such materials and information to the other clients.

6.3 If Magnusson engages or liaises with other advisers or professionals in the course of an engagement, Magnusson may communicate to them all materials and other information which Magnusson believes may be relevant to assist them in advising or carrying out other work for you. The same applies to materials and other information that Magnusson has obtained as a consequence of the checks and verifications carried out by Magnusson according to clause 2.1.

6.4 If Magnusson does not charge VAT on Magnusson's services to you, Magnusson is required by law in some cases to provide information to the tax authorities concerning your VAT number and value of the delivered services. When you instruct Magnusson you are deemed to have consented to Magnusson providing this information to the tax authorities.

6.5 When a particular matter has become publicly known, Magnusson may disclose Magnusson's involvement on your behalf in our publicity material and on Magnusson's website. Such disclosure may only contain information about the matter that is already in the public domain.

7. Fees and expenses

7.1 Magnusson's principles for charging fees follow the relevant code of conduct and Magnusson's fees are normally determined on the basis of a number of factors such as time spent, the complexity of the work, the qualifications, experiences and resources required, the amounts involved, the risks assumed (if any) by Magnusson, time constraints and the result achieved.

7.2 Magnusson is likely to incur certain expenses in addition to Magnusson's fees, which Magnusson expects you to pay. The expenses may include such incidental costs as registration fees, registry search fees, fees of other advisers and professionals, travelling, temporary workers, catering, photocopying, courier, fax and telephone charges.

7.3 All fees and expenses are exclusive of added tax, which will be charged where appropriate.

8. Invoicing and payment

8.1 Magnusson's normal practice is to send invoices on a monthly basis. Magnusson may send you preliminary (on account) or final invoices. Preliminary invoices may not include an exact assessment of the full amount due, but will give a broad indication of the work done. In such cases, the final invoice for the matter or the part of the matter will set out the total amount of Magnusson's fees and expenses with the fees and expenses payable according to any preliminary invoice deducted.

8.2 In certain cases, Magnusson may request an advance payment. Such payment will be used to settle future invoices. The total amount of Magnusson's fee and expenses for the engagement may be more or less than the amount of the advance payment.

8.3 Each invoice sets out its due date (normally not less than 15 days from the invoice date). Interest on overdue payment will be calculated according to the Swedish Act on Interest.

8.4 In litigation and arbitration, the losing party can be ordered to pay the costs (including legal fees) of the winning party. It is however in the rarest cases that all the legal expenses the winning party has incurred will be recoverable from the losing party. Irrespective of whether you should be the winning or losing party you must pay Magnusson's fees for services rendered and expenses incurred in representing you in litigation and arbitration.

8.5 If Magnusson's fees and expenses are to be financed by making use of legal costs and expenses insurance you must still pay Magnusson's fees and expenses to the extent they exceed whatever is paid out under the insurance.

8.6 If you ask Magnusson to address an invoice to someone else, Magnusson may accommodate your request only if it is evident that the arrangement will not violate any laws, the identity and other matters outlined in clause 2 have been verified in respect of the addressee and that you, on demand, will promptly pay any amounts which have not been paid by the due date. No client relationship with such addressee is assumed.

9. Liability and limitations

9.1 Magnusson's liability for any loss or damage suffered by you as a result of negligence or other breach of contract on Magnusson's part shall in respect of each engagement be limited to the sum of 50 million SEK, if Magnusson's fee for the engagement concerned is less than one million SEK, five million SEK.

9.2 Magnusson shall under no circumstances be held responsible for non-delivered production, profit or any other indirect damage, loss or consequential loss.

9.3 Magnusson's liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to the agreement with such insurance provider or other third party or your rights against such insurance provider or other third party will be prejudiced thereby.

9.4 Other advisers and professionals shall be deemed independent of Magnusson (and irrespective of whether Magnusson has engaged

them or if you have engagement them directly). Hence, Magnusson assumes no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their advice or other services provided. The aforesaid applies regardless of whether they report to Magnusson or to you.

9.5 If you have accepted any exclusion or limitation of liability from any other adviser or professional, Magnusson's total liability to you shall be reduced by the amount of the contribution that Magnusson could have been able to recover from that adviser or professional if its liability to you had not been so excluded or limited (and regardless of whether that other adviser or professional would have been able to pay the contribution to Magnusson).

9.6 Magnusson shall not have any liability for any loss or damage suffered as a result of the use by you of Magnusson's work products or advice in any other context or for any other purpose than for which it was given. Except as provided in clause 9.9, Magnusson shall not have any liability to any third party through the use by you of Magnusson's work products or advice.

9.7 Unless the engagement specifically included the rendering of tax advice, Magnusson will not assume any liability for loss or damage suffered by means of tax being imposed or the risk of tax being imposed on you as a result of Magnusson's services.

9.8 Magnusson will not accept any liability for any loss or damage suffered as a result of events beyond Magnusson's control, which events Magnusson reasonably could not have anticipated at the time we accepted the engagement and whose consequences Magnusson could not reasonably have avoided or overcome.

9.9 If, at your request, Magnusson agrees that an outside party may rely on Magnusson's work products or advice, this will not increase or otherwise affect Magnusson's liability to Magnusson's disadvantage, and Magnusson can only be held liable to such outside party to the extent Magnusson can be liable to you. Any amount payable to an outside party as a result of such liability will reduce Magnusson's liability to you correspondingly and vice versa. No client relationship with such outside party is assumed. The aforesaid applies also if, at your request, Magnusson issues certificates, opinions or the like to an outside party.

9.10 All limitations of liability applicable to Magnusson under these terms and conditions or any separate agreement with you will also inure in all respects to the benefit of, and apply to, any partner or former partner of Magnusson and any lawyer or any other person who is working or has worked for Magnusson or who is engaged or has been engaged by Magnusson.

10. Complaints and claims procedures

10.1 If, for any reason, you are dissatisfied with Magnusson's services or have a complaint, you should notify the relevant engagement partner as soon as possible. Alternatively, you may also contact Magnusson's Managing Partner.

10.2 Claims shall be submitted to Magnusson's Managing Partner as soon as you have become aware of the circumstances giving rise to the claim. No claim may be made later than 365 days after the later (i) the date the last invoice was issued for the engagement to which the claim refers and (ii) the date the circumstances giving rise to the claim became known or could have become known to you after reasonable investigations.

10.3 If your claim is based on a claim against you by an authority or third party, Magnusson or Magnusson's insurers shall be entitled to meet, settle and compromise such claim on your behalf, provided that – taking into consideration the limitations of liability in these general terms and conditions and, if any, the engagement letter – you are indemnified by Magnusson. If you meet, settle, compromise or

otherwise take any action in relation to such claim without Magnusson's consent, Magnusson will not accept any liability for such claim.

10.4 If you are reimbursed by Magnusson or Magnusson's insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to Magnusson or Magnusson's insurers by way of subrogation or assignment.

11. Professional indemnity insurance

Magnusson maintains professional indemnity insurance in addition to the Swedish Bar Association's compulsory professional indemnity insurance.

12. Termination of engagement

12.1 You may terminate Magnusson's engagement at any time by requesting Magnusson in writing to cease acting for you. If you do so, you must still pay Magnusson's fees for services provided and expenses incurred prior to the date of termination.

12.2 Law and the relevant code of conduct may set out circumstances that require or allow Magnusson to decline or withdraw from representing a client. Among other things, this may be the case in the event of inadequate client identification, suspicious of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions or the confidence and trust no longer exist between us. If Magnusson decides to terminate Magnusson's engagement, you must still pay Magnusson's fees for services provided and expenses incurred prior to the date of termination. An engagement will in any event end when Magnusson has fulfilled your instructions in relation to that engagement.

13. Document retention

13.1 After the conclusion or termination of an engagement, Magnusson will keep (or store with third party) essentially all documents and work products accumulated or generated in a matter, whether on paper or electronically, for a period of time which Magnusson deems to be adequate for that particular type of engagement, however under no circumstances for a period of time shorter than that required by law or under the relevant code of conduct.

13.2 Since Magnusson is under an obligation to retain essentially all documents and work products accumulated or generated in a matter, Magnusson cannot meet any request by you to return (without making a copy) or destroy a document or work product in advance of the expiration of the retention period. If you ask Magnusson to empty Magnusson's electronic files within Magnusson's document management system, Magnusson will observe your request to the extent permitted by law and the relevant code of conduct (but retain physical copy of each document or save them onto any electronic storage media) and normally against payment if the work involved is time-consuming.

13.3 Unless otherwise expressly agreed, all original documents will be sent to you at the conclusion or termination of an engagement. Magnusson may keep a copy of such documents for Magnusson's own records.

14. Amendments, prevailing terms and language versions

14.1 These general terms and conditions may be amended by Magnusson from time to time. The current version can always be viewed on Magnusson's website www.magnussonlaw.com. Amendments will become effective only in relation to matters initiated after the amended version was posted on Magnusson's website.

14.2 In case an engagement letter has been sent to you in respect of a particular engagement, the terms in the letter prevail if and to the

extent there is any inconsistency between these general terms and conditions and the terms set out in such letter.

14.3 These general terms and conditions are produced in Swedish and in English. For clients domiciled in Sweden, the version in Swedish shall prevail. The version in English shall prevail for all other clients.

15. Governing law and dispute

15.1 These general terms and conditions and, if any, the engagement letter and all issues in connection with any of them, Magnusson's engagement and services shall be governed by and construed in accordance with substantive Swedish law.

15.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions or, if any, the engagement letter or the breach, termination or invalidity thereof or regarding our engagement or services, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English unless Magnusson and you agree to use Swedish.

15.3 All arbitral proceedings conducted with reference to clause 15.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential. Such information, decision or award, may not, in any form, be disclosed to a third party without the express consent of the other party. A party shall however not be prevented from disclosing such information in order to preserve its rights versus the other party or an insurance policy underwriter or if the party is required to so disclose pursuant to mandatory law or stock exchange rules and regulations or similar.

15.4 Notwithstanding clause 15.2, Magnusson shall be entitled to commence proceedings for the payment of any amount due and disputed in any court with jurisdiction over you or any of your assets.

15.5 Magnusson clients who are consumers may under certain circumstances contact the Swedish Bar Association's Consumer Disputes Board (Konsumenttvistnämnden) to try disputes regarding fees or other financial claims against Magnusson. For further information, see www.advokatsamfundet.se/Konsumenttvistnamnden.