

GENERAL TERMS AND CONDITIONS (E 2017:1)

1. INTRODUCTION

1.1 These general terms and conditions apply to all services provided to clients by Ramberg Advokater KB, (individually and jointly "Ramberg Advokater", "we", "us" or "our"). Your new or continuing instructions will amount to your acceptance of these general terms and conditions.

1.2 The Code of Conduct established by the Swedish Bar Association as well as other applicable bar associations (including the Council of Bars and Law Societies in Europe (CCBE) in respect of cross-border activities within the European Economic Area) apply to the services provided by us.

2. CONFLICT OF INTEREST, IDENTIFICATION AND PERSONAL DATA

2.1 In accordance with the Code of Conduct, before we engage you as a client, we are required to ascertain whether there is a conflict of interest that may prevent us from providing you with our services. Therefore, it is important that before an assignment is accepted by us, you provide us with the information that may be relevant to determine whether or not there is an actual or potential conflict of interest.

2.2 We are 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 also the origin of funds and other assets. Such obligations apply before our work commences. We 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 under your ultimate control (so-called beneficial owners) as well as documentation indicating the origin of funds and other assets. In addition, we are bound to verify the information and for these purposes we may obtain information from external sources, for instance data bases.

2.3 We are required by law to disclose suspicions of money laundering or the financing of terrorism to the police authorities. We are not permitted to inform you that we have such suspicions or that we have made or are contemplating making disclosures to the police authorities. In case of any suspicions of money laundering or financing of terrorism we are required to decline or withdraw from the assignment.

2.4 Your instructions will amount to acceptance of the fact that we may process your personal data for the purposes mentioned in this clause 2. Generally, we will also need to process the personal data of your representatives and beneficial owners for the same purposes and you are responsible for ensuring that they accept such processing. If you wish to obtain information about the personal data that we process or wish to correct certain personal data or if you have other questions about our personal data processing, you may contact any of the persons mentioned in clause 12.1.

3. AUTHORITY

3.1 When you engage us you thereby give us the right, unless you advise us otherwise, to take any such action which we consider necessary or desirable in order to carry out the assignment and incur reasonable costs on your behalf in connection therewith.

3.2 If we, with your permission, engage other advisers and professionals we may ask that you enter into a direct contractual relationship with them and thereby assume direct responsibility to them for the payment of their fees and cost. In such cases we may also communicate any information to other advisers and professionals, which we believe may be relevant to assist them in advising or carrying out other work for you.

4. SERVICES

4.1 We generally work in teams of at least two legal counsels, out of which one will be a senior legal counsel responsible for the provision of our services (the "assignment counsel"), to provide you with the expertise and resources required in each assignment. At the outset of an assignment, we normally agree the scope of our services, our commitment in that particular assignment and the persons that are most suitable will perform the work. The scope may thereafter be changed, expanded or reduced, and we may have to change the members of the team. The assignment counsel has complete discretion to deploy those lawyers and other staff as he or she deems necessary or desirable to ensure appropriate delivery of the services.

4.2 Our services and work products are tailored only to the circumstances, facts and instructions presented to us in the particular assignment. We are entitled to assume that those circumstances, facts and instructions are

accurate and complete. Accordingly, you may not rely on our services and work products in any other matter or for any other purpose than that for which they were rendered.

4.3 We do not provide financial or accounting advice or advice on the merits of an investment or a transaction. Nor do we provide recommendations from a commercial perspective as to whether or not you should consummate a particular investment or transaction.

4.4 We do not provide advice in respect of or based on the laws of any other jurisdiction than Sweden. Based on our general experience in dealing with other jurisdictions we may express views on legal issues in another jurisdiction. This is merely intended to provide the benefit of our experience and does not constitute advice that you may rely on. Such advice must instead be obtained from lawyers qualified in the relevant jurisdiction.

4.5 Unless we have specifically agreed otherwise, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal position. The advice we give you in a matter is based on the legal position at the time it is given.

5. MARKET ABUSE REGULATION

You are expected to notify us when you want us to prepare, keep and/or update an insider list on your behalf in order for you to fulfill your obligations under the EU Market Abuse Regulation (EU) No 596/2014 with thereto related delegated regulations and implementing regulations.

6. COMMUNICATION

6.1 We communicate with our clients and other parties involved in an assignment in a variety of ways, including through the Internet and by e-mail. Although these are effective means of communication they involve security and confidentiality risks for which we cannot accept any responsibility. If you would prefer that we do not communicate through the Internet or by e-mail in relation to any particular assignment, please advise the relevant assignment counsel.

6.2 Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow-up important e-mails by telephone.

7. INTELLECTUAL PROPERTY RIGHTS

The copyright and other intellectual property rights in work products that we generate for you vest in us although you have the right to use such work products for the purposes for which they were provided. Unless otherwise expressly

agreed, no document or other work product generated by us may be generally circulated or used for marketing purposes.

8. CONFIDENTIALITY AND DISCLOSURE

8.1 We will protect the information you disclose to us in an appropriate manner and in accordance with the Code of Conduct. Accordingly, any non-public information, received in the course of us performing our services for you, from or about you, your business or other affairs, will be treated as strictly confidential. We are however in certain instances required by law or permitted by the Code of Conduct to disclose such information.

8.2 Where we agree to carry out an assignment for more than one client, we have the right to disclose such materials and other information that one of the clients has imparted to us to the other clients. In some cases we also have a professional obligation to disclose such materials and information to the other clients.

8.3 If we engage or liaise with other advisers or professionals in the course of an assignment, we may communicate to them all materials and other information which we believe may be relevant to assist them in advising or carrying out other work for you.

8.4 We may be required by law to provide information to the tax authorities about your VAT number and invoiced amounts. By engaging us you are deemed to have accepted us providing such information to the tax authorities.

8.5 When a particular assignment has become publicly known we may announce our participation in the assignment for marketing purposes. Such announcement may only contain information about the assignment that is already in the public domain. If we have reason to believe that you may be concerned about our disclosure, we will seek your permission before disclosure is made. We may also announce our participation for marketing purposes if you have expressly agreed to such announcement.

9. FEES AND EXPENSES

9.1 Our principles for charging fees follow the Code of Conduct and our fees are determined on the basis of a number of factors such as time spent, the complexity of the work, the qualifications, experience and resources required, the amounts involved, the risks assumed (if any) by Ramberg Advokater, time constraints and the result achieved.

9.2 Upon request we can, wherever possible, provide you with an estimate of our likely fees at the outset of an assignment, and update you on the fees incurred as work progresses. Estimates are based on information available to us at the time of estimation and cannot be regarded as fixed quotes. At your request we may also, depending on

the nature of the assignment, agree on a fixed fee, fee cap or other fee arrangement.

9.3 Our assignment may incur certain expenses which we expect you to pay in addition to our fees. The expenses include, unless otherwise agreed, such costs as registration fees, registry search fees, fees of other advisers and professionals, translation services, travelling and courier services and an administrative charge for expenses.

9.4 All fees and expenses are exclusive of value added tax, which will be charged where applicable.

10. INVOICING

10.1 Unless we agree otherwise, we will send you invoices on a monthly basis. Instead of issuing an invoice for a fee reflecting the work performed during the relevant time period, we may issue a preliminary invoice "on account". In such cases, the final invoice for the matter will set out the total amount of our fee with the fees paid "on account" deducted.

10.2 In certain cases we may request an advance payment. Such payment will be used to settle future invoices. The total amount of our fees may be more or less than the amount of the advance payment.

10.3 Unless otherwise agreed, payment of invoices is due within 30 days of the invoice date. If an invoice is not paid, interest on the balance owing will be charged from the due date until receipt of payment in accordance with the provisions of the Swedish Interest Act (Sw. Räntelagen (1975:635)).

10.4 In litigation and arbitration, the losing party may – wholly or partly - be ordered to pay the costs (including legal fees) of the winning party. Irrespective of whether you should be the winning or losing party you must pay our fees for services rendered and expenses incurred in representing you in litigation or arbitration.

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

10.6 If you ask us to address an invoice to someone else, we may accommodate your request only if it is evident that it will not violate any laws, the Code of Conduct and that the identity and other matters outlined in clause 2 have been verified in respect of the addressee. Moreover, we require 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.

11. LIMITATION OF LIABILITY

11.1 Your relationship in the assignment is with Ramberg Advokater alone and not with any other entity or individual associated with Ramberg Advokater (even if your express

or implied intention is that the services be carried out by specific individual(s)). Hence, no party (be it an entity or an individual) other than Ramberg Advokater shall have any liability for services provided except as may be provided under mandatory law. Without limiting the generality of the foregoing, any entity and individual associated with Ramberg Advokater (for instance shareholders, directors, managing directors, employees or consultants) shall have the benefit of these general terms and conditions and any assignment letter insofar as they limit their liability. Financial limits will, in such cases, relate to Ramberg Advokater and the associated entities and individuals on an aggregated basis.

11.2 Our liability for any loss or damage suffered by you as a result of our fault or negligence in performing our work shall be limited in respect of each assignment to 50 million Swedish kronor or, if our fee for the assignment is less than one million Swedish kronor, five million Swedish kronor. This limitation of liability shall, however, not apply in case of gross negligence or willful misconduct on our part.

11.3 Our liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you or 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.

11.4 Other advisers and professionals shall be deemed to be independent of us (and irrespective of whether we have engaged them or if you have engaged them directly). Hence, we assume no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their advice or other services provided. This applies regardless of whether they report to us or to you.

11.5 We will not accept any liability for any loss or damage flowing directly or indirectly from our compliance with our duties (as we understand them) outlined in clause 2.2 and 2.3.

11.6 We shall not have any liability for any loss or damage suffered as a result of the use by you of our work products or advice in any other matter or for any other purpose than for which they were given. Except as provided in clause 11.9, we shall not have any liability to any third party through the use by you of our work products or advice.

11.7 Unless the assignment specifically included the rendering of tax advice, we 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 our services.

11.8 We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the

time we accepted the assignment and whose consequences we could not reasonably have avoided or overcome.

11.9 Our responsibility shall not include reduction or loss of production, turnover or profit, absence of anticipated economies or other indirect or consequential loss or damages, regardless if the damage was difficult to predict or not.

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

12. COMPLAINTS AND CLAIMS PROCEDURE

12.1 If, for any reason, you are dissatisfied with our services or have a complaint, you should notify the relevant assignment counsel as soon as possible. You may also contact your client relationship counsel (the senior counsel acting as your primary relationship contact within Ramberg Advokater).

12.2 Claims must be made in writing, be submitted to either of the counsel mentioned in 12.1 and be accompanied by an account of our alleged fault or negligence and your loss or damage caused thereby. In order to be enforceable, the claim must be submitted as soon as you have become aware of or should have become aware of the circumstances giving rise to the claim. No claim may be made later than twelve months after the date of our last invoice issued for the assignment to which the claim refers. A claim cannot be made under any circumstances after the expiry of the period of limitation under applicable law.

12.3 If your claim is based on a claim against you by an authority or other third party, we or our 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, any assignment letter or due diligence report or other document - you are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such claim without our consent we will not accept any liability for that claim.

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

13. PROFESSIONAL INDEMNITY INSURANCE

We maintain professional indemnity insurance for our business in addition to the Swedish Bar Association's compulsory professional indemnity insurance.

14. TERMINATION OF ASSIGNMENT AND WITHDRAWAL

14.1 You may terminate our assignment at any time by requesting us in writing to cease acting for you. If you do so, you must still pay our fees for services provided and expenses incurred prior to the date of termination.

14.2 Circumstances may exist either at law or according to the Code of Conduct that require or allow us to decline or withdraw from representing a client. Among other things, this may be the case in the event of inadequate client identification, suspicions of money laundering or financing of terrorism, conflict of interest, failure to pay our fees and expenses, failure to supply adequate instructions or if confidence and trust no longer exist between us. If we decide to terminate our assignment, you must still pay our fees for services provided and expenses incurred prior to the date of termination. An assignment will in any event end when we have fulfilled your instructions in relation to that assignment.

15. DOCUMENT RETENTION

15.1 After the conclusion or termination of an assignment, we will keep (or store with a third party) essentially all documents and work products accumulated or generated in an assignment, whether on paper or electronically, for a period of time which we deem to be adequate for that particular type of assignment and as required by law and the Code of Conduct.

15.2 Since we are under an obligation to retain essentially all documents and work products generated in an assignment, we cannot meet a request to return (without keeping a copy) or destroy a document or work product before the retention period has expired. If you ask us to empty our electronic files within our document management system, we will comply with your request to the extent permitted by law and the Code of Conduct (but retain a physical copy of each document or save them onto any electronic storage media) and normally against payment if the work involved is time-consuming.

15.3 Unless otherwise expressly agreed, all original documents will be sent to you at the conclusion or termination of an assignment. We are however entitled to keep a copy of such documents.

16. AMENDMENTS

These general terms and conditions may be amended by us from time to time. The current version can always be viewed on our website www.rambergglaw.se. Amendments will become effective only in relation to

assignments initiated after the amended version was posted on our website.

17. PREVAILING TERMS

In case we have stated specific terms in respect of an assignment or part of an assignment (in an assignment letter, due diligence report or other document), those terms shall prevail if and to the extent there are any inconsistencies between them and these general terms and conditions.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 These general terms and conditions (including the arbitration clause in 18.2) and, if any, the specific terms for the assignment and all issues in connection with any of them, our assignment and services shall be governed by and construed in accordance with substantive Swedish law.

18.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, the specific terms for the assignment (if any) or our 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 we agree with you to use Swedish.

18.3 Arbitral proceedings initiated with reference to clause 18.2 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 confidential and 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.

18.4 Notwithstanding clause 18.2, Ramberg Advokater shall be entitled to commence proceedings for the payment of any amount due and undisputed in any court with jurisdiction over you or any of your assets.
