

TERMS AND CONDITIONS

1. APPLICATION

These terms and conditions apply to all services provided by HWF Advokater AB (hereinafter the “Firm”), individual lawyers who are members of the Swedish Bar Association (*Sw: advokat*), other lawyers (*Sw: jurist*) or other persons working at, engaged by or associated with the Firm. The Swedish Bar Association’s professional code of conduct also apply to all services provided by the Firm. By engaging the Firm you accept the application of these terms and conditions.

2. ASSIGNMENTS

2.1 An assignment is always an agreement between you and the Firm and never an agreement with an individual lawyer or other persons working at, engaged by or otherwise associated with the Firm. Such individuals have no individual liability towards you unless otherwise stipulated by mandatory law.

2.2 All aspects of an assignment or a transaction shall be considered to be one assignment, regardless of whether it involves several legal entities or private individuals, includes several instructions, is dealt with by different persons or different teams within the Firm, addresses separate legal areas, cause separate invoices or if the Firm acts on behalf of several legal entities or individuals.

2.3 The Firm provide advice only in the legal field and Firm’s advice is adapted to the circumstances in each individual case, including the information and the instructions given by you in each case. Accordingly, you may not rely on an advice in any other assignment or use it for any purpose other than that for which it was given.

2.4 The Firm’s advice in an assignment is based on the legal position applicable at the time when the advice was given. Unless otherwise agreed, the Firm is not responsible to update the previously given advice with respect to subsequent changes of the legal position.

2.5 The Firm will only provide advice on Swedish law. To the extent that the Firm expresses views on legal issues in other jurisdictions, this should be understood as a sharing of experience and shall not constitute legal advice which you may rely upon.

2.6 The services provided by the Firm do not cover tax related questions or potential tax implications.

2.7 The advice provided by the Firm never implies a guarantee for a certain outcome.

3. INITIATION OF AN ASSIGNMENT AND ANTI-MONEY LAUNDERING PROCEDURES

3.1 The Firm is under a statutory duty to ascertain *inter alia* the Firm’s clients’ identity and ownership before the

assignment commences. The Firm might therefore ask for documents of identification of private individual(s) who will be involved in the assignment as well as for the private individuals who have the ultimate control of clients which are legal entities and information and documentation showing the origin of funds and other assets. In order to be able to verify the information provided, the Firm may also have to obtain information from external sources.

3.2 The Firm is legally obliged to report any suspicions of money laundering or terrorist financing to the finance intelligence unit. The Firm is further prevented by law from informing you of suspicions or that a report has been, or might be, filed.

4. FEES ETC.

4.1 The Firm’s fees accord with the Swedish Bar Association’s professional code of conduct and are normally determined on the basis of a number of factors such as time spent, the scope of the assignment, the complexity of the work, the value of the assignment, time constraints and the result achieved. All fees are exclusive of VAT and other similar taxes.

4.2 Costs incurred for travel and other similar costs and expenses will be charged separately.

4.3 Unless otherwise agreed, invoices are sent on a monthly basis and fall due 15 days after the invoice date.

4.4 In case of late or non-payment, default interest will be charged in accordance with applicable law.

5. PERSONAL DATA

The Firm acts as controller for personal data provided in connection with an assignment. The Firm may also collect data from private and public registers. The Firm processes the personal data in the preparation, administration and in the completion of an assignment, for internal analysis, for business development and for market analysis purposes. As set forth in section 3.1 above, the Firm might also collect, store and process personal data regarding your representatives and ultimate owners. See “Privacy Policy” at www.hwf.se for more information about how the Firm processes personal data.

6. COMMUNICATION

Unless otherwise agreed, the Firm communicates with its clients and other parties *inter alia* through the internet and e-mail. The Firm is not responsible for risks associated with the use of these channels of communication. The filter for spam and viruses and other security arrangements used by the Firm may sometimes refuse or filter out legitimate e-mails. Important messages to the Firm should therefore

always be followed up through other means of communication.

7. INTELLECTUAL PROPERTY RIGHTS

Copyright and any other intellectual property rights in all work results that we generate for you belong to the Firm, but you have a right to use such work results for the purposes for which they are provided. Unless otherwise agreed, no document or other work results generated by the Firm may be generally circulated or used for marketing purposes or similar.

8. CONFIDENTIALITY

Information that you provide to the Firm is subject to legal professional privilege in accordance with the Swedish Bar Association's professional code of conduct.

9. LIMITATIONS OF LIABILITY AND CLAIMS

9.1 The Firm is liable for loss or damage incurred by you as a result of error or negligence on the part of the Firm in the performance of an assignment. The liability of the Firm is limited to an amount equal to five times the fee for the assignment or SEK 25 million, whichever is higher. If the Firm's fee for the assignment does not exceed SEK 1 million, the Firm's liability is limited to SEK 5 million. A price reduction or any other remedies cannot be available in addition to damages. The Firm will not accept any obligation to pay penalties.

9.2 The Firm's liability to you is limited to the loss or damage you incur. Among other things, this means that the Firm's liability will be reduced by all sums that may be obtained under any insurance and from any indemnities to which you are a party or a beneficiary.

9.3 Other advisors and professionals shall be deemed to be independent of the Firm, regardless of whether they have been engaged by the Firm or contracted by you directly or whether they report to the Firm or to you. Unless otherwise specifically and explicitly agreed, the Firm is neither liable for advice from or the performance by any other advisors nor is the Firm liable for the fees and costs charged by such advisors, regardless of whether these are paid by the Firm and thereafter you are charged for them as expenses or if they are directly forwarded to you for payment. An assignment to the Firm to instruct an advisor includes the authority to accept limitation of liability on your behalf.

9.4 The Firm does accept any liability towards any third party arising from your use of documents or other advice from the Firm.

9.5 The Firm cannot be held liable for any loss or damage that you incur, directly or indirectly, as a result of the Firm's compliance with the code of professional conduct or statutory obligations applicable to the Firm, e.g. the statutory obligations outlined in section 3 above.

9.6 The Firm will not be liable for loss or damages caused by circumstances beyond the control of the Firm,

which circumstances the Firm reasonably could not have anticipated at the time that the assignment was accepted and whose consequences the Firm could not reasonably have avoided or overcome.

9.7 Any claims relating to advice provided by the Firm shall be made as soon as you have become aware of the relevant circumstances on which the claim is based. No claim may be made more than 9 months after (a) the date that the last invoice was issued for the assignment which the claim refers and (b) the date the relevant circumstances were known to you or could have been known to you after reasonable inquiries, whichever is later.

9.8 If your claim against the Firm is based on a claim from a third party, including claims from any public authority, against you, the Firm shall have the right to dispute, pay and settle such claim on your behalf, provided you are indemnified by the Firm. If you settle or otherwise take any action relating to such claim without the consent of the Firm, the Firm shall have no liability in relation to such claim. If the Firm pays compensation to you for any claim, then, as a condition for the payment, you will be obliged to transfer the right of recourse against third parties by way of assignment or subrogation to the Firm or our insurers.

9.9 The limitation of liabilities set forth in these terms and conditions or through a separate agreement with you are valid for the Firm as well as its partners, previous partners, lawyers and other persons who are working for or are engaged by the Firm or who previously have worked for or been engaged by the Firm.

10. CHANGES

These terms and conditions might be amended by the Firm from time to time. Unless otherwise agreed, an assignment is governed by the terms and conditions applicable at the time when we accepted the assignment. The latest version of the terms and conditions can be found at the Firm's website www.hwf.se.

11. GOVERNING LAW AND DISPUTE RESOLUTION

The agreement between you and the Firm is governed by Swedish law. Any dispute, controversy or claim that may arise out of or in connection with the agreement shall be finally settled by arbitration proceedings administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The seat of the proceedings shall be Helsingborg. The language of the proceedings shall be Swedish. Notwithstanding the above, the Firm is entitled to commence proceedings for payment of any sum due to the Firm in any court with jurisdiction over you.