



ERIS LAW ADVOKATBYRÅ

GENERAL TERMS AND CONDITIONS ERIS LAW ADVOKATBYRÅ AB

Application

1. The terms and conditions specified below shall apply to the services provided to clients by Eris Law Advokatbyrå ("Eris Law"). By engaging Eris Law, you are deemed to have accepted these terms and conditions, which, in addition to our engagement letter, therefore shall be, regarded as contractual content between you and Eris Law. These terms and conditions shall apply irrespective of whether the terms and conditions have been sent to you or not in case of any extension or new engagements.

2. In addition to the terms and conditions specified below the code of conduct established by the Swedish Bar association will apply to the services provided in connection to the engagement.

Provision and services

3. We shall, in cooperation with you and your representatives, carry out our services professionally. In providing our services, we are required to observe the code of conduct established by the Swedish Bar Association.

4. We will appoint a partner who has the overall responsibility for our services to you. In addition, and if required due to the Assignment, we may use other law firms within our professional network, to be able to fulfill the Assignment.

6. Even if, during the implementation of an engagement, tax issues may be involved please note in particular that our advice in a particular engagement does not include advice on potential tax consequences unless the engagement expressly included the rendering of tax advice.

Conflict of interest

7. Due to applicable rules governing the codes of conduct established by the Swedish Bar Association, we may be prevented from acting for you in a specific matter if there is a conflict of interest in relation to another client. We therefore check to ascertain whether such a conflict of interest exists before accepting an engagement. A conflict of interest may arise during an ongoing engagement due to subsequently occurring circumstances. Should this occur, we

would strive to treat our clients equally, taking into account the codes of conduct established by the Swedish Bar Association. On the basis of the above, it is therefore important before and during the engagement that you provide us with

the information that you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

Communication

8. We communicate with our client and other parties involved in a matter in a variety of ways, including via the internet and e-mail. Although these are effective means of communication, they may involve risk for which we cannot accept any responsibility. We would ask you to note that it occasionally happens that e-mail do not reach the intended recipient. In the event of you sending important or time sensitive information through electronic communication, you should confirm our receipt of the information in some other way, e.g. via telephone. If you would prefer us not to communicate via internet or e-mail, please notify us.

Confidentiality

9. We undertake to protect the information you disclose to us in accordance with the codes of conduct established by the Swedish Bar Association.

10. If you permit us to engage or work with other advisers on the engagement, you will be deemed to have consented to us proving them with material and other information that we consider may be of relevance in order for the adviser to be able to give advice to or perform services for you.

11. Unless you have instructed us otherwise, once the engagement has been completed and has become publicly known we may disclose that we have acted for you in respect of the engagement.

Anti money laundering measures

12. We are under legal obligation to comply with regulations relating to the prevention and detection of activities which would constitute money laundering. In the course to complying with our anti money laundering obligations we are required to collect and preserve satisfactory evidence regarding our client's identity. We will therefore ask you to provide us with evidence of your identity and/or the identity of your corporation and/or the identity of any other person involved in the engagement on your behalf.

13. We are also legally obliged to report suspicions of money laundering or financing of terrorism to the relevant authority, currently the Swedish Financial Intelligent Unit. We are thereby prevented from information you of possible

suspicions or that a report has been, or will be, made to

the Swedish Financial Intelligence Unit. In cases of suspicion of money laundering or financing of terrorism, we are obliged to decline or cease to act in the engagement.

14. We are not liable for any loss or damage which you cause, directly or indirectly, as a consequence of us having observed the obligations which follow from our duties outlined above.

Compensation

15. In accordance with applicable rules governing the codes of conduct established by the Swedish Bar Association, our fees are based on a number of factors such as, but not restricted to: (i) time spent; (ii) qualifications, experience and resources required; (iii) amounts involved; (iv) the risk to which Eris Law is exposed within the framework of the engagement; (v) time constraints; and (vi) the result achieved. Estimations of likely fees provided by us are only prognosed based on experience; however they are not binding in any respect unless expressly stated in writing. In addition to our fees, disbursements for travel and other expenses may be charged. Although, in certain cases, we pay limit the expenses on your behalf and charge them to you, we may ask you to advance the amount of any expenses or forward the relevant invoice to you for payment.

16. Unless otherwise agreed, we send invoices on a monthly basis. We may send you preliminary (on account) of final invoices. Preliminary invoices indicate reasonable estimate of the amount that is to be paid for our services. In cases when we send preliminary invoices, the final invoice of the engagement or part of the engagement will set out the total amount of our fees and expenses with the fees and expenses payable according to any preliminary invoice deducted. In certain cases, we may request and advance payment for fees. Such payment will be used to settle future invoices.

17. Unless otherwise agreed, our invoices become due for settlement 20 days after the invoice date. At estimated credit risk the due date may be less or advance payment requested as stated above. If an invoice is not paid. Interest on the balance owed will be charged at the statutory rate applicable from the due date until receipt of payment. Our invoices are made payable at your registered address unless you, in writing, instruct us otherwise.



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18. In disputes (both in courts and in arbitration procedures) the losing party is normally ordered to pay the costs (including legal fees) of the winning party. Irrespective of whether you should be the winning or losing party you are obliged to pay our fees for services rendered and expenses incurred in representing you in litigation or arbitration.

Intellectual property rights

19. All intellectual property right attributable to the result of our work belongs to Eris Law. You have the right to use the result of our work for those purposes for which it has been provided. Unless it otherwise follows from the purpose or anything else in separately agreed, you may not disseminate the result of our work or employ the result for marketing purposes.

Termination of engagement

20. You may terminate our engagement 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.

21. We have the right to, with immediate effect, withdraw from our engagement if:

- i. despite a reminder, you do not pay our invoice in this or any other engagement;
- ii. we have agreed that you shall pay us in advance, the advance is exhausted and no replenishment of the advance is made at our request;
- iii. you become insolvent and we believe that there is a risk of not receiving payment for work performed and/or expenses;
- iv. the cooperation between us and you has not for a period worked satisfactory and cannot reasonably be expected to improve; or
- v. we, under applicable law, the code of conduct established by the Swedish Bar Association or other reasons have the right and/or obligation to withdraw from our engagement.

Documents

22. In order to facilitate the discharge of our engagements, we may store documents and work product which are produced by us or provided by you or a third party digitally in a common system for all divisions with Eris Law. After the completion of a certain engagement, we will keep (or store) all relevant documents and all relevant work products generated within the framework of the engagement,

whether on paper or electronically, for as long as we consider this to be justified. However, under no circumstances for a period shorter than that required under the rules of the Swedish Bar Association. After the conclusion of the engagement, we shall return received original documents. If we find it justified, we shall retain copies of those documents.

Limitation of liability

23. Our liability for any loss or damage suffered by you as a result of error or negligence on our part shall be limited to the sum of one (1) million Swedish kronor (SEK). The firm will at all times be liable to you for loss or damage caused by an intentional act or gross negligence.

24. 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.

25. Other advisers and professionals shall be deemed independent of us (irrespective of whether we have engaged them or if you have engaged them directly). Hence, we assume no liability for such other advisers or professionals.

26. 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 engagement and consequences of which we could not reasonably have avoided or overcome.

27. If, at your request, we agree that a third party may rely on our work products or advice, this will not increase or otherwise affect our liability to our disadvantage. No client relationship with such third party is assumed. The aforesaid also applies if, at your request, we issue certificates, opinions or the like to a third party.

Data protection

28. Eris Law is controller of personal data with regard to your personal data. Eris Law will process personal data received from you or collected by us before or in connection with our engagement for the purpose of performance and administration of our engagement, to control the identity of our clients and their ownership structure as well as to seek information about the matter and in certain instances their origin of funds and other assets, to check conflicts of interest, by e-mail or any other form of communication, provide general as well as customer specific news and information regarding our services. The information may also be used by us to adapt our services.

29. Personal data will not be shared to any third party unless, (i) it has been agreed between Eris Law and you in a specific matter, (ii) if it, during performance of a specific engagement, is necessary in order

to protect your rights, (iii) if it is necessary to fulfill our obligations under law, by order from authorities or court or (iv) in case we assign a third party for performance of certain services. Such third party service provider will only process personal data on behalf of us and they will be under an obligation to protect your personal data. Personal data will not be shared with any third parties for their marketing purposes.

30. You have the right to receive information from us regarding our use of your personal data. We will upon your request, or at our own initiative, correct incorrect information. You also have the right to request, by notice in writing, that your personal data is not processed for purposes concerning direct marketing

Complaints and claims procedure

31. It is our hope that you are satisfied with our services and that we fulfill your expectations. If, for any reason, you are not satisfied with our services or have a complaint, we would ask you to notify the relevant engagement partner as soon as possible.

32. No claim may be submitted later than twelve month after the later of (i) the date of the issue of the last invoice for the engagement to which the claim refers and (ii) the date the circumstance giving rise to the claim became known or after reasonable investigations could have become known to you.

33. 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 and, if any, the engagement letter – 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 such claim.

Governing law and disputes

34. These general terms and conditions (including any accompanying cover letter or other document), all issues in connection with any of them and our Engagement shall be governed by and construed in accordance with substantive Swedish law, without giving effect to its conflict of law rules.

35. Any dispute, controversy or claim arising out of or in connection with this engagement, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.