
GENERAL TERMS AND CONDITIONS (E 2019:1)

1. APPLICATION

- 1.1 These general terms and conditions apply to all services and advice provided in any case ("Case" or "Engagement") by Eversheds Sutherland Advokatbyrå AB ("Eversheds Sutherland" or "we") complying with the Code of Conduct of the Swedish Bar Association.
- 1.2 Any deviation from these general terms and conditions must be agreed in writing to be binding.
- 1.3 These general terms and conditions apply to the whole Engagement even if it involves several components or if we in the Engagement assist several legal persons or individuals or separate invoices are issued.
- 1.4 Your agreement is made with Eversheds Sutherland solely, and not with any other legal person or individual associated with Eversheds Sutherland. No other party than Eversheds Sutherland (including shareholders, Board members, CEO, employees or consultants) is to be liable for the services and advice provided unless otherwise provided by mandatory legislation. Nevertheless, must these general terms and conditions and any engagement letter apply in favor of every legal person or individual (such as shareholders, Board members, CEO, employees or consultants).

2. OUR SERVICES/OUR ENGAGEMENTS

- 2.1 The scope of our Engagement may be specified in a written or oral engagement letter. The nature and scope of the Engagement may, however, be amended during the Engagement, based on the instructions presented to us by you and the circumstances at such time of the Engagement. The scope of the Engagement must be specified in the engagement letter or agreement or is to be agreed with you otherwise at the beginning of the Engagement. At your request, we will always provide a written engagement letter.
- 2.2 One of our partners has primary responsibility for each Engagement. The partner may be assisted by lawyers and other staff which she or he believes should handle the matter in order to ensure that it is carried out appropriately and cost effectively. The composition of the group of lawyers (and other staff) working with the Engagement may be amended during the Engagement.
- 2.3 An Engagement must include all parts and aspects of a matter, which must be deemed to constitute one and the same Engagement even where:
 - It involves several legal persons or individuals;
 - It involves several instructions, submitted at the same time or on different occasions;

- It involves several legal practice areas;
- It is handled by multiple teams within Eversheds Sutherland, or
- Separate invoices are issued.

- 2.4 By engaging us you authorize us to take such action as we deem necessary or appropriate in order to perform the Engagement, unless you notify us otherwise. For example, we are entitled on your behalf to engage other advisors and experts. If we engage other advisors or experts, we may require you to enter into a contract with them directly. Furthermore, it is your liability, and not ours, to pay for other advisors and experts fees and expenses (notwithstanding the invoices are sent to us or you). The invoices will normally be addressed to you.
- 2.5 In the event of instructing us to engage other advisors on your behalf, it will also include, unless you instruct us otherwise, an authority for us to accept such advisors' limitations of liability.
- 2.6 Our services and advice are designed only based on the circumstances, facts and instructions presented to us at the specific Engagement and on the law at such time. Thus, you cannot rely on our services and advice provided in connection with another matter or use such advice for a purpose other than the specific Engagement and for a purpose other than the one which the service or advice was provided. Unless otherwise agreed, we undertake no obligation to update the advice we have provided with regard to subsequent changes in the law.
- 2.7 We do not provide tax, financial, accounting advice or advices about business decisions, investments or transactions.
- 2.8 Our services only comprise advice based on the legal situation in Sweden. If we, due to our general experience, may express views on legal issues in other jurisdictions than Sweden, you may not rely on such views as legal advice.

3. COMMUNICATION

- 3.1 Eversheds Sutherland will in our communication in the Engagement – with clients and its representatives and contact persons as well as courts, authorities and others to which we may need to transfer personal data – use unencrypted email communication unless there are specific reasons against or if you inform us that you do not accept the use of unencrypted email communication. For further information, see our Personal Data Policy which is available on our website. We do not take any responsibility for risks associated with the unencrypted email communication.
- 3.2 Our spam and virus filters and other security devices may sometimes reject or filter out legitimate emails. You should therefore follow up important emails by phone.

4. CONFIDENTIALITY AND INSIDER ISSUES

- 4.1 We will treat as strictly confidential any and all non-public information which we obtain in connection with our work from or concerning you or your business or other business matters, applying the Code of Conduct of the Swedish Bar Association. In some cases, we may by law be ordered to give out information.
- 4.2 In the event we engage or cooperate with other advisors or experts in connection with the Engagement, we may disclose materials and other information which such advisors or experts need in order to render advice or provide other services to you.
- 4.3 In the event we perform an Engagement for more than one client, we are entitled to disclose materials and other information that one client gives us to the other clients. In certain cases, we also have a professional and ethical duty to disclose such materials and information to the other clients.
- 4.4 If we do not charge value added tax on our services provided to you, we have a legal obligation in certain cases to provide information to the tax authorities concerning your VAT registration number and the value of the services. When engaging us you are deemed consenting to our providing such information to the tax authorities.
- 4.5 Once a Case becomes publicly known we may disclose or use information about our participation in the Case and other already publicly known matters, for example by reference to the Engagement in offers, on our website or to so-called ranking institutes. If we believe that you do not want us to use such information, will we ask for your consent before doing so.
- 4.6 If we have carried out an insider list, may this, on your request, be handled over to you as soon as possible, if the request is performed at the latest within five years and one day from the time of that the list was established or dated. It falls on you to keep the list confidential and that it only uses to fulfill your obligations by law.

5. MEASURES AGAINST MONEY LAUNDERING AND FINANCING OF TERRORISM

- 5.1 In accordance with the law of measures against money laundering and financing of terrorism, we must verify our clients' identity and ownership structure and inform ourselves regarding the purpose and species of the Engagement and, in certain cases, regarding the origin of funds and other assets. Thus, we may, without further delay, provide identification documentation and, if you are a legal person, ownership structure and the individuals who have the ultimate

control over you (so-called beneficial owners), as well as documentation regarding the origin of funds and other assets and detailed information about the Engagement. We may also verify the information provide to us, to this end, we may procure information from external sources, such as databases. We will keep all information and documentation collected by us in connection with such verifications.

- 5.2 Generally, must such information be provided by you before entering the Engagement. In cases where satisfactory information and documentation is not obtained, we are required to decline to accept or terminate the Engagement.
- 5.3 In accordance with the law of measures against money laundering and financing of terrorism, we are obligated to report any suspicions concerning money laundering or terrorist financing to Finanspolisen (the Financial Crimes Unit of the Swedish Police). We are prohibited by law to informing you that suspicions exist and that we have submitted or may submit such a report. In the event there is suspected money laundering or terrorist financing, we are required to decline to accept or to terminate the Engagement.

6. PERSONAL DATA

Eversheds Sutherland may process your personal data, received from you or collected by us for the purpose of administration or our Engagement as well as to provide you with news and offers about our Services that we offer. For further information about our processing of personal data, see our Personal Data Policy which is available on our website.

7. INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights to the work product we generate in the Engagement belongs to us. However, you are entitled to use the work product for the purposes intended when produced. Unless otherwise separately agreed, no document or other work product generated by us may be disseminated or used for marketing purposes.

8. OUR FEES AND EXPENSES

- 8.1 Our Services are charged according to principles of the Code of professional Conduct of the Swedish Bar Association. Our fees are usually determined based on a number of factors, such as (i) time spent; (ii) species of the Engagement, complexity, difficulty and importance; (iii) time pressure and if and how much work outside working hours the Engagement required; (iv) the value of the Engagement; (v) know-how, skills, experiences and resources required in the Engagement; (vi) possible risks for

Eversheds Sutherland; and (vii) result achieved of the Services.

- 8.2 Where possible, prior to the commencement of an Engagement and upon your request, we can prepare an estimate if our total fees and keep you up to date about the current amount of fees for the duration of the Engagement. Any estimate will be based on the information to which we have access at the time the estimate is rendered and shall not constitute a fixed price offer.
- 8.3 In addition to fees, we may charge you for some costs incurred, such as couriers and travel, other advisors and experts, registration fees, fees for database searches, conference room for data room purpose, temporary workers, catering, telephone conference calls and extensive reproduction of documents. Usually, we pay a limited amount of expenses on your behalf and charge you for it in arrears, but in certain cases we may request an advance payment or forward an invoice for you to pay.
- 8.4 In addition to fees and cost incurred, value added tax will apply in cases where we are obligated to charge for it.

9. INVOICES AND CHARGE

- 9.1 Unless otherwise is agreed, we will normally invoice you monthly. Invoices may be on account, partial or fine invoices. An invoice of account dose not necessary provide an exact estimate of the amount payable for the Services provided. Where we issue on account invoices, the final invoice will specify the total fee for the Engagement or part of the Engagement, less the fees which have been invoiced on account.
- 9.2 In certain cases, we require advance payment of the fees and costs. Amount payed in advance are certified toward future invoices. The total amount of fees for Services provided and costs may be higher or lower than the advanced payment.
- 9.3 Each invoice specifies the due date. In the event of no-payment, interest will be charged at the rate applicable according to the Interest Act as of the date of payment until payment is received.
- 9.4 In litigation and arbitration proceedings, the unsuccessful party may be ordered to pay the successful party's legal costs in whole or in part (including lawyer's fees). However, it is not always the successful party may receive the whole costs of the unsuccessful party. Notwithstanding whether you win or lose the case, you must pay for services we have provided as well as our expenses in connection with our representation of you in litigation or arbitration proceedings.
- 9.5 Even if you make a claim under a Legal Expenses Insurance Policy, you must still pay our fees and expenses according to our

invoicing procedures. This also applies to any fees and expenses that exceed the amount paid from the insurance policy.

- 9.6 If you ask us to address an invoice to another party, we will accept this strictly on condition that this does not flagrantly breach any law or codes of conduct or rules applicable to Swedish lawyers, that the identity and other circumstances set out in clause 11.9 have been confirmed with respect to the addressee of the invoice, and that you, at our request, immediately pay any amounts outstanding on the due date. No client relationship between us and the addressee of the invoice arises as result of this.

10. LIABILITY INSURANCE POLICY

We maintain a liability insurance policy as addition to the Swedish Bar Association mandatory liability insurance policy. We are not obligated to present the size of the coverage, however, on your request we may provide you with a certification from our insurance minister that the coverage is marketable.

11. LIMITATION OF LIABILITY

- 11.1 Without limiting the generality of what has been said in clause 1.4, this general terms and conditions and what otherwise has been expressly agreed, to the extent they contain limitations of liability, apply in favor of every legal persons or individual associated with Eversheds Sutherland (such as shareholders, the CEO, Board members, employees or consultants). Financial limits must thus apply to Eversheds Sutherland and all legal persons and individuals associated with Eversheds Sutherland.
- 11.2 Our liability for any damage incurred by you because of an error or negligence or breach of contract on our part is limited, per Engagement, to SEK 50 million or, if our fees in the relevant Engagement do not exceed SEK 1 million, SEK 5 million.
- 11.3 Our liability for any damage must be reduced by the amount you may obtain under insurance policies which you have taken out or by which you are covered, or under agreements or indemnity undertakings which you have entered into or of which you are the beneficiary, provided that this is not inconsistent with the terms of the insurance or the terms of such agreement or indemnity undertakings and that your rights under such insurance policy, agreement or indemnity undertaking are not infringed.
- 11.4 Other advisors and experts must be deemed independent from us (notwithstanding whether we have engaged them, or you have engaged them directly). Accordingly, we do not accept liability for other advisors and experts, either for the choice of advisor, for having recommended them or for the advice

and other services provided by them. This applies notwithstanding whether they report to us or to you.

- 11.5 If you have accepted a disclaimer or limitation of liability in relation to any other advisor or expert, the amount for which we are liable must be reduced by the amount that we would have been able to claim for the advisor or expert if his or her liability had not been excluded or limited.
- 11.6 We are not to be liable for any damage arising through your use of our work product or advice in any other context or for any other purpose than the one of which it was provided. Unless otherwise provided by the provisions under clause 11.9, we are not to be liable for any damage incurred by third parties through your use of our work product or advice.
- 11.7 Unless the Engagement specifically includes tax advice, we are not to be liable for any damage incurred by you as a consequence of our services being subject to or risking being subject to tax.
- 11.8 We are not to be liable for any damage arising because of events beyond our control, which we could not have reasonably anticipated at the time we accepted the Engagement, and the consequence of which we could not have avoided or overcome.
- 11.9 If at your request we allow a third party to relay on our work product or advice, this must not entail that our liability increased or is otherwise affected to our detriment. We may be liable in relation to such a third party solely to the same extent as we may be liable toward you. Amounts which may be payable by us to such a third party must be set off against our liability in relation to you and vice versa. No client relationship between us and the third party must arise. The aforementioned must also apply in cases where we, on request, issue certificates, opinions or similar to a third party.
- 11.10 If we together with one or more advisors (or experts) are liable of damage which has affected on you, must our liability for the damage be limited to the part of the damage that corresponds to our fee's share of the fee to all advisors (and notwithstanding the advisor has the ability to pay the amount to us or not).
- 11.11 If we together with one or more advisors (or experts) are solidary liable of damage which has affected on you and if any one other of the advisors liability in relation to you is more limited than ours, our liability must reduce to the amount which we otherwise would regain from the other advisor if his or her liability is not limited (and notwithstanding the advisor has the ability to pay the amount to us or not).

- 11.12 We cannot be held liable of any damage which has been caused directly or indirectly because of our observant of our obligations in the clauses 5.1-5.3 or that we, in accordance with the same clauses, declined to accept or terminated the Engagement, because we were prevented to fulfill our obligations.

12. COMPLAINT AND CLAIMS

- 12.1 If, for any reason, you are dissatisfied with our services and wish to make a complaint or claim, you are requested to inform the lawyer in charge of the matter as soon as possible. Alternatively, you may contact the client relationship partner (the partner who is your primary contact at Eversheds Sutherland)
- 12.2 Claims must be made as soon as you become aware of the circumstances on which the claim is based. Claims may not be made later than six months after the later of (i) the date of our most recent invoice for the Engagement to which the claim relates, and (ii) the date on which you became aware or could have become aware, if you have made reasonable inquiries, of the circumstances on which the claim is based. Claims that you otherwise do not became aware or could not have been aware of, if you have made reasonable inquiries, of the circumstances on which the claim is based no later than the date of our most recent invoice for the Engagement, to which the claim relates, may not be made later than three months after the date on which you became aware or could have become aware, if you have made reasonable inquiries, of the circumstances on which the claim is based. However, no later than five years after the date of our most recent invoice for the Engagement to which the claim relates.
- 12.3 If your claim is based on an authority's or other third party's claim against you, we or our insurances must be entitled to respond to, adjust and settle the claim on your behalf provided that we- having regard to the limitations of liability which are set out in these general terms and conditions and (if applicable) the engagement letter- indemnify you. If you respond to, adjust, settle or otherwise take any action in relation to such claim without our consent, we are not to be beat any liability in relation to the claim.
- 12.4 If we or our insurance pays compensation to you in connection with your claim, you must, as a condition for such payment, transfer the right of recourse against the third party to us or our insurer.

13. TERMINATION OF ENGAGEMENT

- 13.1 You may terminate cooperation with us at any time by a written request. You must, however, pay for Services provided and costs incurred by us prior to the termination of the Engagement.

13.2 Circumstances in which we are entitled to decline to accept or to terminate an Engagement are laid down by applicable legislation and codes of conduct and rules applicable to the Swedish lawyers. Such cases may for example include sufficient client identification, suspicion of money laundering or terrorist financing, overdue payment, lack of instructions, or if there is no longer any trust between us. If we do terminate the Engagement, you must, however, pay for Services provided and costs incurred by us prior to the termination of the Engagement. In any event, the Engagement is terminated once completed.

13.3 Considering conflicts of interest, we may be prevented from acting for a party if there is a conflict of interest in relation to another client. Before accepting an engagement, we therefore check whether there is a conflict of interest in accordance with the codes of conduct applying to members of the Swedish Bar Association and/or other relevant bar association. Notwithstanding such checks, circumstances may arise that prevent us from acting for you in an ongoing or future engagement. If this occur, we strive to treat our clients fairly, taking account of the Swedish Bar Association and/or other relevant bar associations. Accordingly, it is important before and during the engagement that you provide us with any information you consider may be relevant to determine whether there is an actual potential conflict of interest.

14. ARCHIVING

14.1 Once an engagement is completed or otherwise terminated, we will archive (at our premises or those of a third party and in paper or electronic form) the documents and work products relevant to the matter which have been accumulated and generated during the Engagement, however, never less than the period stipulated by law or codes of conduct and rules applicable to Swedish lawyers.

14.2 Since we have a duty to archive substantially all documents and work products accumulated or generated during the Engagement, we cannot comply with a request to return (without making and retaining a copy) or destroy a document or a work product before the expiry of the archiving period. If you ask us to empty an electronic file in our document handling system, we will do so to the extent permitted by law and codes of conduct and rules applicable to the Swedish lawyers. We will in such cases keep a hard copy of the documents removed or store them in electronic storage media. This normally takes place in consideration of compensation if such work is time-consuming.

14.3 Unless otherwise agreed, all original documents will be returned to you when an

engagement has ended. We will keep copies of those documents for our own records.

15. AMENDMENTS AND LANGUAGE VERSIONS

15.1 We may amend these general terms and conditions. The current version is always published on our website (www.eversheds-sutherland.com) and will be sent to you on your request. The amendments must be applied to Engagements commenced after the amended version is posted on our website.

15.2 If you have received an engagement letter in connection with a specific Engagement, the terms of the engagement letter must take precedence over these general terms and conditions if and to the extent that the terms are incompatible with each other.

15.3 In event of entering an Engagement or engagement letter from Eversheds Sutherland LLP or any other cooperation office within Eversheds Sutherland International, their terms must take precedence over these general terms and conditions if and to the extent that the terms are incompatible with each other.

15.4 Both Swedish languages version and English language version of the general terms and conditions have been produced. The Swedish language version allies in relation to clients domiciled in Sweden. The English language version applies in relation to other clients.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

16.1 Swedish law must be applicable on these general terms and conditions (including the arbitration clause in clause 16.2), engagement letter (if applicable), our engagement, our Services and our Advises.

16.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, engagement letter (if applicable) our engagement, our Services and our Advises, must be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitration must apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules must apply. In the latter case, the SCC must also decide whether the Arbitral Tribunal must be composed of one or three arbitrators. The seat of arbitration must be in Stockholm. The language to be used in the arbitral proceedings is to be Swedish, unless we agree to use English instead.

16.3 Arbitration requested under clause 16.2, and any information disclosed in connection with the arbitration or aware issued in connection

therewith, are subject to confidentiality and may not be disclosed to any third party without the other party's consent. A party must, however, not be prevented from disclosing such information if required to retain his right in relation to the other party or to an insurer or in case of a disclosure obligation under mandatory law or regulations.

16.4 Clients which are consumers may under some circumstances turn to the Swedish Bar Associations Consumer Dispute Board to get fee disputes and other financial claims

proceed against us. For further information, please see www.advokatsamfundet.se/konsumenttvistnamnden (the Consumer Dispute Board of the Swedish Bar Association, Box 27321, 102 54 Stockholm). By consumer means individuals which acting of purposes that falls outside business and industrial activities.

16.5 Notwithstanding the provisions of clause 16.2, Eversheds Sutherland must be entitled to file claims in relation to clear and mature debts in courts with jurisdiction over you or any of your assets.