

General Terms and Conditions for Hamilton Advokatbyrå

These terms and conditions apply to all services provided to clients by Hamilton Advokatbyrå Kommanditbolag corp. reg. no. 969741-8540 (the "Firm" or "we") through its partners and employees on behalf of its clients, unless otherwise provided under mandatory law, the code of conduct applicable to members of the Swedish Bar Association or specific contract. When you engage us you are deemed to have accepted these general terms and conditions.

1. General

The Firm will work to protect our clients' interest within the framework of Swedish law and the code of conduct established by the Swedish Bar Association. This means that the engagements will be carried out with care, accuracy and due timeliness, and also considering that the client is not burdened with unnecessary costs.

Before commencing an engagement the Firm undertakes a customary check that no conflict of interest or other circumstances exist which, according to the code of conduct established by the Swedish Bar Association, prevents the Firm from accepting the engagement. Such control will further be made during an ongoing engagement if new circumstances arise. If the Firm, due to conflict of interest or other circumstances, is prevented from proceeding an already commenced engagement, the Firm is nevertheless entitled to compensation for work already carried out (and accrued expenses), unless the Firm due to its own failure initiated the engagement.

We work together to provide you with the expertise and resources required for each engagement. In order to develop our understanding of your business, one of our partners will be primarily responsible for the provision of our services. This partner has the overall responsibility for our services to you. There will also be a partner responsible for our work in each particular engagement. This may be the overall responsible partner or another partner with relevant expertise.

An engagement is a contract between you and the Firm, and not with any individual associated with the Firm. We accept your engagement as an engagement of the Firm and not an agreement with a private individual. This applies even if it is your express or implied intention that the work will be carried out by a specific person or specific persons. Partners of the Firm and all persons working for, or engaged by, the Firm are covered by these terms and conditions and under no circumstances will these persons have any personal liability to you, except as provided by mandatory law.

For the purposes of these terms and conditions, all aspects of a transaction or a business arrangement will be considered to be one engagement, irrespective of

whether the engagement involves several legal entities or private individuals, is dealt with by separate teams within the Firm or addresses separate legal areas, and irrespective of whether separate invoices are issued, or whether we act for several separate legal entities and/or individuals.

2. Fees and expenses

We endeavor to provide advice at fee rates that provide good value for money and we are always willing to discuss our fees with you. In specific cases, we may agree upon a budget or special fee arrangements. Our fees are determined in accordance with the rules of the Swedish Bar Association and are generally 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 by the Firm, time constraints and the result achieved. The Firm's hourly fees are normally adjusted once a year. All fees are exclusive of value added tax and similar taxes, which are charged in accordance with applicable law.

In addition to our fees we expect you to pay for necessary or reasonable expenses. The expenses may include registration fees, registry search fees, fees of other advisers and professionals, travelling costs, costs for accommodation, photocopying, courier, fax and telephone charges.

In litigation and arbitration the final allocation of costs (including costs for legal representation), as decided by the court or arbitral tribunal, is generally depending on the outcome of the dispute and other relevant circumstances. It however occurs that the expenses of the winning party are not fully compensated. Irrespective of whether you should be the winning or losing party you must pay our fees for services rendered and expenses incurred when representing you in litigation or arbitration.

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 out under the insurance.

3. Reporting of VAT registration number

We are legally obliged in some cases to provide information to the tax authorities on your VAT registration number and the value of the services we have provided to you. By engaging the Firm, you are deemed to accept that we will provide such information to the tax authorities in accordance with current regulations.

4. Invoicing

Unless otherwise agreed, we will invoice you on a monthly basis. If requested, we will also provide you with regular updates of the fees incurred. Instead of issuing an invoice for a fee reflecting the work performed during the relevant time period, we may issue an invoice on account. In such cases, the final invoice for the engagement will set out the total amount of our fee with the fees paid on account deducted. In certain cases, we may request a retainer before we commence work. The retainer is paid into a client account and will be used to settle future invoices. The total amount of our fee for the engagement may be more or less than the amount of the retainer. Unless otherwise agreed, payment of invoices is due within 30 days of the invoice date. We will charge interest on any overdue amount from the due date until the date of payment at the rate determined by the Swedish Interest Act (*Sw: räntelagen (1975:635)*).

5. Client identification procedures

We are legally obliged to ascertain our clients' identity and ownership, and to obtain information about the nature and purpose of the engagement, before work is begun. We may therefore ask you to provide us, among other things, with evidence of your identity and/or the identity of any other person involved in the engagement on your behalf, and, in the case of legal entities, the individuals having ultimate control over them, as well as information and documentation showing the origin of funds and other assets. We are also obliged to verify the information provided to us, and for this purpose may obtain information from external sources. We will retain all information that we have obtained in conjunction with these checks. We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit. We are also prevented by law from informing you of suspicions or that a report has been, or will be, made to the financial intelligence unit. Where there are suspicions of money laundering or financing of terrorism, we are obliged to decline or cease to act in the engagement. We cannot be held liable for loss or damage caused to you directly or indirectly as a consequence of our compliance with the

obligations we have considered to be incumbent on us in accordance with aforesaid. When you engage us you are deemed to accept that we may process your personal data for the purposes mentioned in this clause 5. 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.

6. Advice

Our advice is tailored to the circumstances in the specific engagement, the facts presented to us and the instructions you give us. We are entitled to assume that those circumstances, facts and instructions are accurate and complete. Accordingly, the advice may not be relied upon in any other engagement or used for any purpose other than that for which it was given. Our advice in a particular engagement does not include advice on potential tax consequences. We do not provide financial or accounting advice and we do not provide recommendations from a commercial perspective as to whether or not you should carry out a particular investment or transaction. Unless otherwise agreed, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal position.

The Firm only advice on the legal position in Sweden, consequently we do not give advice on the legal position of any other jurisdiction. Based on our general experience in dealing with other jurisdictions we may however express views on legal issues in other jurisdictions. This is merely intended to provide the benefit of our experience and does not constitute legal advice.

Information which is published on the Firm's website is only intended to provide general information and does not constitute professional legal advice. There is a risk that the content is neither comprehensive nor completely updated. Any use of the information on the Firm's website is done at the user's own risk.

7. Limitation of liability

Our liability for pure economic loss as a consequence of error or negligence on our part in performing our work is limited to direct losses and to an amount of 50 million Swedish kronor or, if our fee for the engagement is less than one million Swedish kronor, five million Swedish kronor. Our liability to you will be reduced by any amount that 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 your agreement with the

insurance provider or third party or your rights against the insurance provider or third party are thereby prejudiced.

Except as provided for in paragraph three of this clause 7, we will not have any liability to any third party through the use by you of documents or other advice from the Firm.

If, at your request, we in a specific matter agree in writing that a third party may rely on a document produced by us or on advice provided by us, this will not increase or otherwise affect our liability, and we will only be liable to such third party to the extent we would be liable to you. Any amount paid to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. Under no circumstances will however a client relationship arise between us and such third party.

Notwithstanding the other provisions of this clause 7, the Firm will at all times be liable to you for loss or damage caused by us intentionally or through gross negligence.

8. Working with other advisers

We will be pleased to help you to identify and instruct other advisers, in Sweden and abroad, for a particular engagement. If we instruct, engage and/or work together with other advisers, any such advisers will be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them. We do not accept responsibility for fees or expenses charged by such advisers. If you engage of us to instruct advisers it includes authority for us to accept a limitation of liability on your behalf. When we instruct other advisers we may, at your request, obtain fee quotes from them and/or agree fee arrangements with them. Although we will assist you in any discussions with other advisers, we do not assume any responsibility for such quotes and/or arrangements. If one or several advisers are liable to you in relation to a single instance of loss or damage caused to you, our liability for loss or damage suffered by you will be limited to the proportion that our share of the total fees payable to all advisers bears to the sum of the fees to all advisers (regardless of whether such other advisers have excluded or limited their liability or would have been unable to pay their part of the total claim).

9. Communications

We communicate with our clients and other parties involved in an engagement 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 engagement, please advise the relevant engagement partner. 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.

10. 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.

11. Confidentiality

We will protect the information you disclose to us in an appropriate manner and in accordance with the code of conduct established by the Swedish Bar Association. We are however, in certain instances, required by law or permitted by the code of conduct to disclose such information. Where we agree to carry out an engagement 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.

If we engage or liaise with other advisers or professionals in the course of an engagement, 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.

When a particular engagement has become publicly known we may announce our participation for marketing purposes. Such announcement may only contain information about the engagement that is already in the public domain. In those situations we may also, unless you advise us otherwise, display your logotypes in our publicity material. This also applies if you, in relation to an engagement that is not publicly known, have expressly agreed that we announce our participation.

12. Conflict of interest

We may be prevented from accepting an engagement if there is a conflict of interest in relation to another client. We therefore check to ascertain whether there is a conflict of interest in accordance with the code of conduct established by the Swedish Bar Association.

Notwithstanding such controls, circumstances may arise that prevent us from acting for you in an ongoing or future engagement. If this occurs, we strive to treat our clients equally, taking the code of conduct into account. Accordingly, it is important before and during the engagement that you provide us with the information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

13. Archiving

After the conclusion or termination of an engagement, we will keep (or store with a third party) essentially all documents and work products from an engagement, whether on paper or electronically, for a period of time which we deem 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 code of conduct.

Since we are under an obligation to retain essentially all documents and work products accumulated or generated in an engagement, we cannot meet any request by you to return (without keeping a copy) or destroy a document or work product in advance of the expiration of the retention period. If you ask us to empty our electronic files within our document management system, we will comply with your request to the extent permitted (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.

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

14. Complaints

If you have any comments on how the engagement is handled/has been handled, you are asked to first contact the partner designated as responsible for the engagement. A client who is dissatisfied may also make a disciplinary report against the lawyer or lawyers who have performed the engagement by writing to the Swedish Bar Association.

Claims involving liability for damages due to a performed engagement must immediately be submitted in writing to the Firm, in which the reason for your claim must be stated. No claim may be made more than six months after the later of (i) the date when the last invoice was issued for the engagement to which the claim refers or (ii) the date when the relevant circumstances were known to you or could have become known to you after reasonable investigations. In no circumstances can a

claim be presented later than ten years after the advice to which the claim relates was given. A complaint against the size of our invoiced fee must be made before the due date of the respective invoice.

15. Amendments

These terms and conditions may be amended by us from time to time. The latest version can always be viewed on our website: www.hamilton.se. Amendments to the terms and conditions will become effective only in relation to engagements initiated after the amended version is posted on our website. A copy of the latest version of these terms and conditions will be sent to you on request.

16. Language

These terms and conditions have been produced in Swedish and English. The Swedish version applies to clients domiciled in Sweden. The English version applies to all other clients.

17. Governing law and jurisdiction

These general terms and conditions, including the arbitration clause in this clause 17, and the specific terms for the engagement (if any) and all issues in connection with any of them, our engagement and services shall be governed by and construed in accordance with the substantive laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, the specific terms for the engagement (if any), our engagement 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.

Arbitral proceedings initiated with reference to this clause 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. Notwithstanding this clause, the Firm shall be entitled to commence proceedings for the payment of any fee amount due in any court with jurisdiction over you or any of your assets.