

GENERAL TERMS AND CONDITIONS FOR JURISTDOMÄNEN ADVOKATFIRMAN ENDSJÖ AB (2014:1)

Juristdomänen, Advokatfirman Endsjö AB (the Law Firm) will perform, in addition to what is specified in the letter of engagement, the assignment in accordance with the general conditions below.

Scope of application

These general conditions apply to all services provided to clients by Juristdomänen Advokatfirman Endsjö AB (the Law Firm). These general conditions may be amended by the Law Firm from time to time. A copy of the latest version of these general conditions will be sent to the client on request.

The Law Firm is obliged to follow the Code of Conduct of the Swedish Bar Association when providing its services (www.advokatsamfundet.se).

General issues

A contract acknowledging acceptance of the assignment by the Law Firm is a contract with the Law Firm and not with any individual associated with the Firm. The Law Firm accepts an assignment on behalf of the Law Firm and not on behalf of a private individual. This applies even if it is the express or implied intention of the client that the work be carried out by a specific person or persons. All employees of the Firm provide their services in accordance with these conditions. No employee of the Law Firm is thereby personally liable towards the client except as may be provided under mandatory law.

Performance of the assignment

The Client has access to the full competency of the Law Firm, including all lawyers. Hence, depending on the nature of the engagement, several lawyers may come to work on a specific assignment.

Identification and personal data

The Law Firm is legally obliged in certain matters to collect and preserve proof of the Client's identity and ownership. We may therefore request identity documents and/or other documentation

concerning the Client, the Client's company or another person connected to the Client who is involved in the matter.

The Law Firm is legally obliged to report suspicions of financing terrorism or money laundering to the police authorities. The Law Firm is prevented by law from informing the Client that such suspicions are present or that a report has been, or will be, made to the police authorities.

Communication

The Law Firm communicates with clients and other relevant parties involved in the matter via email, fax, mail and by telephone. The Law Firm observes that communication by way of electronic mail may involve risks, particularly where the Client's email is a company email. In case the Client prefers that we do not communicate electronically via the Internet or email in relation to a matter, it is the Client's responsibility to notify the Law Firm.

Invoicing

In accordance with applicable codes of conduct, the fees of the Law Firm are based on a number of factors such as, but not limited to, (1) time spent, (2) the ability and experience that the matter has required and the complexity of the work, (3) the amounts involved, (4) the risks assumed by the Law Firm in relation to the assignment, (5) time constraints and (6) the results achieved. Any fee estimates provided by the Law Firm are only estimates based on experience, but are in no respect binding unless a confirmation in writing has been provided. In addition to the fees, the Law Firm may charge you for traveling costs and other expenses.

The Law Firm will invoice the Client on a regular basis. In certain cases, the Law firm will request an advance payment of fees and costs. Unless otherwise agreed, payment of invoices is due within 30 days of the invoice date. Where the Law Firm considers a credit risk present, an earlier invoice date may be applied or advance payment requested. If an invoice is not paid, default interest on the balance owing will be charged from the due

date until receipt of payment at the default interest rate as determined by the Swedish Interest Act.

In disputes (at court as well as in arbitration) the losing party will normally be ordered to pay the costs of the winning party (including legal fees). Irrespective of whether the Client is the winning or losing party, the Client must pay the fee for the services provided by the Law Firm and for the expenses of the Law Firm in relation to the representation of the Client in a court case or in an arbitration.

Legal assistance insurance & Legal aid

1. Legal assistance insurance

If the matter concerns a dispute, the Client's legal aid insurance may cover some of the Client's and the adversary's costs. Irrespective of the terms of the insurance and the insurance company concerned, the Client is obliged to pay the invoices of the Law Firm in full.

2. Legal aid

The hourly rate for private persons with general legal aid is determined by the standard set by the Swedish National Courts Administration at the relevant time. The waste of time rate is determined by the standard set by the by the Swedish National Courts Administration at the relevant time. In respect of compensation for traveling, accommodation and living costs expenses, the regulations of the Swedish National Courts Administration at the relevant time are applied.

Advice

The advice provided to the Client by the Law Firm is tailored to the specific circumstances of the matter, the facts presented to the Law Firm and the instructions given by the Client. Accordingly, the Client may not rely on advice provided in another engagement or use it for any purpose other than that for which it was given. Unless the Law Firm provides otherwise, the advice in a particular engagement does not include advice on potential tax consequences.

Document Retention

During the time that the assignment is in progress the Law Firm stores documents and work results produced by the Law Firm, the Client or a third party. Storage takes place electronically as well as on paper. After the conclusion of a matter, the Law Firm will retain (or store with a third party) relevant documents and relevant work products generated in a matter in electronic form, for the period the Law Firm deems appropriate for that particular type of matter. The storage period will not be shorter than what is required under the rules of the Swedish Bar Association.

Confidentiality

The Law Firm and its employees are subject to a duty of confidentiality in accordance with the Code of Judicial Procedure and the code of conduct established by the Swedish Bar Association.

Information pursuant to the PDA (1998:204)

In accordance with the Personal Data Act (1998:204) the Client is informed that the personal data given to the Law Firm will, in order to facilitate the handling of the matter, be used in the Law Firm's word and text processing, record keeping, reporting, other administrative tasks and in emails. The Law Firm is responsible for the proper handling of the data. This handling occurs under statutory secrecy. The Client has the right to, cost free, once per calendar year take part of the personal data registered in respect of that person. The Client also has a right to request that wrongful information is corrected. The application for taking part of information or for correction shall be in writing.

Liability and limitations

Unless expressly stated otherwise in the assignment description, the liability of the Law Firm for potential harm caused to the Client as a consequence of fault or negligence on the part of the Law Firm, shall be limited to 3 million Swedish Kronor.

The liability of the Law Firm does not however encompass reduction or loss of production, turnover or profit, loss of anticipated savings or other indirect harm or consequential damage, irrespective of whether that harm was predictable or not.

The liability of the Law Firm will be reduced by any amount that may be obtained by the Client under any insurance, contract or indemnity, provided that this is not contrary to the terms and conditions of the insurance, the terms of the contract or indemnity and provided that the rights of the Client in accordance with the insurance, the contract or indemnity are not restricted.

The Law Firm is not liable for harm arising from the use by the Client of the result of an assignment or advice given in any other context or for any other reason than that for which it was given. The Law Firm is not responsible for harm to a third party occurring through the use of the Client or the third party of the results or advice of the Law Firm. The Law Firm is not liable for damage suffered as a result of events beyond the control of the Law Firm, which could not have been anticipated at the time of acceptance of the engagement and the consequences of which the Law Firm could not have avoided or overcome.

Termination of engagement

The Law Firm has the right to immediately withdraw from the engagement where:

1. The Client despite a reminder fails to pay the Law Firm's invoice in this matter or another;
2. The Law Firm has agreed with the Client that payment shall be received in advance, the advance payment has been exhausted and no refill of the advance has occurred as per the requests of the Law Firm;
3. The Client becomes insolvent and the Law Firm considers a risk present of no payment for work performed and/or for expenses.

4. The cooperation between the Law Firm and the Client has not been workable and satisfying for some time and is not expected to improve; or

5. The Law Firm as a result of law, the Code of Conduct of the Swedish Bar Association or for other reasons has the right and/or is required to withdraw from the assignment.

The Client may at any point terminate the engagement with the Law Firm by requesting that the Law Firm withdraws from the assignment. The Client is still required to pay the fees for services performed by the Law Firm and for expenses incurred by the Law firm prior to the termination of the assignment.

Governing law and dispute resolution

These general terms and conditions, the letter of engagement and all other issues in connection with the assignment are governed by and construed in accordance with Swedish substantive law without application of rules or principles of choice of law.

The assignment contract shall be subject to Swedish substantive law. The parties agree that the competent court to hear potential disputes between the Law Firm and the Client is the Stockholm District Court.

Irrespective of what is stated above, the Law Firm is entitled to commence proceedings in respect of payment of any amount due to the Law Firm in connection to the assignment or otherwise in any Court or authority (e.g. the Swedish Enforcement Agency) with jurisdiction over the Client or any of the assets of the Client.