

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall apply to all services provided by Advokatfirman dNovo.

1. Client Control and Data Protection

1.1 According to law, we have an obligation to check the identity of our clients, their ownership structure as well as the origin of funds. We may therefore request for a form of identification as well as information about ownership etc., and also externally verify information received from you.

1.2 When we are engaged, approval is considered to have been given for the handling of your personal data for the purpose(s) mentioned in these General Terms and Conditions. We are the controller of personal data which is procured in connection with mandate enquiries and mandates. Generally, we also need to process the personal data of your representative and actual principal for the same purpose and you are responsible for obtaining their approval. If you require information about the personal data we are processing or if you would like to correct certain personal data or have questions about our processing of personal data, contact us. More details regarding our handling of personal data, e.g. purpose, and during what time we process the personal data, you will find in our privacy policy which is published at dnovolaw.com.

1.3 According to law we are required to disclose suspicions regarding money laundering or terrorism financing to the police authorities. We are not permitted to inform you if there are such suspicions or if such suspicions are or will be reported. In case of any suspicions of money laundering or terrorism financing we are required to decline or withdraw from the engagement.

1.4 We are not liable for any direct or indirect client, or third party, damage as a result of us being compliant with the rules described in this section 1.

2. Intellectual property rights

2.1 The copyright and other intellectual property rights in client work produced by us belongs to us. You may use the result for the purpose for which it was produced. If not expressly agreed otherwise, no document or other work product generated by us may be generally circulated or used for marketing purposes.

3. Confidentiality and disclosure

3.1 We will protect the information disclosed by you in an appropriate manner and in accordance with the rules of the Bar Association and the law.

3.2 In certain instances we are required by law to disclose such information and in exceptional cases the code of conduct permits disclosure in specific situations, for example if we agree to carry out an engagement for more than one client at the same time or if we engage or liaise with other consultants or professionals during the course of an engagement (regarding document and other sources of information we consider relevant to assist in advising or carrying out other services for you).

3.3 We are required by law in some cases to provide information to the tax authorities about the value of services provided and your VAT number. When you instruct us, you are deemed to have consented to us providing such information to the tax authorities.

3.4 When a particular matter has become publicly known, we may disclose in marketing and on our web site, our involvement and information that is already public regarding the matter.

4. Fees, expenses, invoicing and payment

4.1 Our fees are normally determined on the basis of a number of factors such as time spent, the qualifications, skill, experience, complexity of the work, the resources used, the value involved, time pressure and result achieved as well as possible risk for us.

4.2 In addition to fees we invoice expenses that are connected to the matter we are handling, e.g. investigation costs, registration fees, fees for other advisers and professionals, courier and travelling costs, costs for temporary extra personnel and the like.

4.3 All fees and expenses are exclusive of value added tax (when we have a legal obligation to add such tax).

4.4 If not otherwise agreed, we will invoice on a monthly basis.

4.5 In certain cases, we may request an advance payment of fees and expenses. The total amount of our fee and expenses for the engagement may be more or less than the amount of the advance payment.

4.6 Each invoice sets out a due date. The due date is normally 15 days from the invoice date. If not otherwise stated on the invoice, Interest on overdue payment will be computed according to the Swedish Act on Interest (Räntelagen) from due date until full payment is received.

4.7 In litigation and arbitration, the losing party can be ordered to pay the winning party's cost (including legal fees). If we have represented you in litigation or arbitration and you are the losing party you must always pay our fee for services rendered and expenses we have incurred in representing you.

4.8 Even if our fee and expenses will be financed by making use of an insurance covering legal cost and expenses you always have an obligation to pay our fee and expenses irrespective if they exceed whatever is paid out under the insurance and we will invoice monthly if not otherwise agreed.

4.9 If an invoice is unpaid after due date we are entitled to immediately end any on-going work for you.

5. Limitation of Liability

5.1 Our liability for any loss or damage suffered by you as a result of misconduct or negligence or breach of contract on our part shall in respect of each engagement be limited to the sum of 10 million (10 000 000) SEK or, if our fee for the engagement concerned is less than one hundred thousand (100 000) SEK, 3 million (3 000 000) SEK.

5.2 We shall under no circumstances be held responsible for loss of production, loss of profit or any other direct or indirect or consequential damage or loss.

5.3 Our liability to you will be reduced with any amount which may be obtained under any insurance maintained by you under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to the agreement with such insurance provider or other third party or your rights against such insurance provider or other third party will be prejudiced thereby.

5.4 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 other advisers or professionals, neither for choosing or recommending them nor for their advice or other services provided by them. The aforesaid applies regardless of whether they report to us or to you.

5.5 If you have accepted any exclusion or limitation of liability from any other adviser or professional, our total liability to you shall then be reduced by the amount of the contribution that we could have been able to recover from that adviser or professional if its liability to you had not been

so excluded or limited and regardless of whether that other adviser or professional would have been able to pay to us.

5.6 We shall not be liable for any loss or damage suffered by you as a result of the use of our work products or advice in any other context or for any other purpose than for which it was given.

5.7 Except as provided in this clause 5, we shall not have any liability to any third party through the use by you of our work products or advice.

5.8 Unless the engagement specifically included the rendering of tax advice, we will not assume any liability for loss or damage suffered by means of tax being imposed or the risk of tax being imposed on you as a result of our services.

5.9 We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which event we reasonably could not have anticipated at the time the engagement was accepted and which consequences we could not reasonably have avoided or overcome.

5.10 If we, at your request, agree that an outside party may rely on our work products or advice, this will neither increase nor otherwise affect our liability to our disadvantage. We can only be held liable to such outside party to the extent we can be liable to you. Any amount payable to an outside party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such outside party is assumed.

5.11 The aforesaid applies also if, at your request, we issue certificates, opinions or similar to an outside party.

5.12 All limitations of liability applicable to us under these General Terms and Conditions or any separate agreement with you will also inure in all respects to the benefit of, and apply to, any partner or former partner of Hendar Legal Advokat AB and any lawyer or any other person who is working or has worked for us or who is engaged or has been engaged by us.

6. Complaints and claims procedures

6.1 Any claim connected to the services delivered by us should be directed to us in writing as soon as you become aware of the circumstances giving rise to the claim.

6.2 No claim may be made later than 365 days after the later of (i) the date the last invoice from us was issued for the engagement to which the claim refers and (ii) the date the circumstances giving rise to the claim became known or could have become known to you after reasonable investigations.

6.3 If your claim is based on a claim against you by an authority or 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 applicable) the engagement letter – you are indemnified by us. If the client meets, settles, compromises or otherwise takes any action in relation to such claim without our consent, we will not be liable for such claim.

6.4 If you are reimbursed by us or our insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.

7. End of engagement

7.1 You may at any time terminate our engagement by a written request to us to cease acting for you. In such case, there remains an obligation to pay for the services provided and expenses incurred prior to the date of termination.

7.2 Law and code of conduct set out circumstances when we are required or allowed to decline or withdraw from

representing you. Among other things, this may be the case in the event of inadequate client identification, suspicion of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions or if trust no longer exist between us. If we decide to terminate the engagement, you are still obligated to pay us our fee for services provided and expenses incurred prior to the date of termination. In any way, an engagement will end when fulfilled.

8. Document retention

8.1 After the fulfillment or termination of an engagement, you will be given an opportunity to take possession of all documents generated in the matter (with exception of our internal work documents), alternatively at your request we can archive (at our premises or with a third party, in paper form or electronically), in accordance with the law and code of conduct.

8.2 If we are archiving we cannot meet a request by you to return (without making a copy) or destroy a document or work product in advance of the expiration of relevant archive period.

8.3 You are always entitled to receive original documents in return, and if we return such documents we may keep a copy.

9. Governing law and dispute resolution

9.1 These General Terms and Conditions and (if applicable) the engagement letter and all matters in connection with any of them, our engagement and services shall be governed by and construed in accordance with substantive Swedish law.

9.2 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 for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be Swedish or, if you or we so request, English.

9.3 The arbitral proceedings are subject to confidentiality. The confidentiality covers all information disclosed in the course of the arbitral proceedings, as well as any decision or award made or declared during the proceedings. The confidential information may not be disclosed to a third party without the written consent of the other party. A party shall however not be prevented from disclosing such information in order to be able to safeguard its rights towards the other party in connection with the dispute or towards an insurance policy underwriter, or if the party is required to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

9.4 Notwithstanding clause 9.2, we shall be entitled to commence proceedings against you for the payment of any amount due to us in any court with jurisdiction over you or any of your assets.

9.5 Clients who are consumers may under certain circumstances turn to the Swedish Bar Association's Consumer Disputes Board (Konsumenttvistnämnden) to have fee disputes and other financial claims against us tried. For further information, see advokatsamfundet.se /Konsumenttvistnämnden or contact us or the Consumer Disputes Board directly.